

City of Loretto  
Regular City Council Meeting  
Tuesday, October 14, 2025 – 7 p.m.  
Agenda

1. CALL TO ORDER 7:00 PM
2. PLEDGE OF ALLEGIANCE
3. SET AGENDA
4. MEDINA PUBLIC SAFETY REPORT 7:05
5. OPEN FORUM 7:10  
*Anyone wishing to address the Council during Open Forum should complete an **Open Forum Comment Form** and present it to the Clerk **prior to the meeting**. Forms can be found on the city website and at the entrance to the Council Chambers. Open Forum is for issues not on this current agenda.*
6. CONSENT AGENDA 7:15  
*All items listed under Consent Agenda are considered to be routine by Council and will be acted on by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.*
  - a. Resolution 2025-28, Fun Fest Donations
  - b. Resolution 2025-29, National Pregnancy and Infant Loss Awareness Day, October 15<sup>th</sup>
  - c. Resolution 2025-30, Adopting Premium Conversion Plan
  - d. Minnesota Paid Leave Policy, Personnel Policy
  - e. Wage and Salary Policy Amendment, Personnel Policy
  - f. Rest Breaks and Meal Periods Policy Amendment, Personnel Policy
  - g. Additional Compensation Policy Amendment, Personnel Policy
  - h. Insurance Benefits Policy, Personnel Policy
  - i. 2026 Employee Benefits Summary
  - j. PEIP Insurance Proposal
  - k. Ratifying John Deere Gator Grant Application, Hennepin County Youth Activities Grant Program
  - l. Amending City Council Meeting Notes of August 26, 2025 Budget Workshop
  - m. City Council Minutes of September 9, 2025 Regular Meeting
  - n. October Bills
  - o. Monthly Balance Sheet
  - p. Quarterly Financial Reports
7. ACTION/PLANNING ITEMS 7:20
  - a. 2023 Street Improvement Project ROW Restoration
  - b. Resolution 2025-31, Adopting Assessment for the 2023 Street Improvement Project – Public Hearing
  - c. Quiet Zone Compliance
  - d. Republic Request for 2026 Rate Increases
8. INFORMATIONAL ITEMS 8:00
  - a. Fun Fest Report
  - b. Abdo Survey of 2026 Property Tax and COLA Increases
9. MONTHLY STAFF REPORTS 8:05
  - a. City Hall
  - b. Streets
  - c. Water
  - d. Wastewater
    - 1) Sewer Blockage Repair Costs

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- e. Parks
  - 1) Grants
- f. Stormwater
  - 1) MS4 Permitting Status

10. MAYOR AND COUNCIL REPORTS

8:20

11. ADJOURN

8:25 P.M.

*This is a preliminary agenda and subject to change. The Council will set a final agenda at the meeting. Most current meeting agendas can be viewed at City Hall or on the City of Loretto website: [www.ci.loretto.mn.us](http://www.ci.loretto.mn.us)*

# MEMO

TO: Honorable Mayor and Members of the Loretto City Council  
FROM: Mary Schneider, City Clerk Treasurer  
CC: Jake Leuer, Public Works Director  
DATE: Friday, October 10<sup>th</sup>, 2025  
RE: Council Meeting of Tuesday, October 14<sup>th</sup>, 2025

1. CALL TO ORDER

The full council should be present. Nick Wyers and Jack Brooksbank will also be present.

2. PLEDGE OF ALLEGIANCE

3. SET AGENDA

If there are any items to add or subtract from the agenda, this would be the time to do so.

4. MEDINA PUBLIC SAFETY REPORT

The September police report is included in the packet. A Medina Police representative should be present to give the monthly report.

5. OPEN FORUM

*Anyone wishing to address the Council during Open Forum should complete an **Open Forum Comment Form** and present it to the Clerk **prior to the meeting**. Forms can be found on the city website and at the entrance to the Council Chambers. Open Forum is for issues not on this current agenda and no action will be taken during this meeting.*

6. CONSENT AGENDA

*All items listed under Consent Agenda are considered to be routine by Council and will be acted on by one motion. There will be no separate discussion of these items. **If discussion is desired, that item should be removed from the Consent Agenda and added to ACTION PLANNING to be considered separately.***

a. Resolution 2025-28, Fun Fest Donations

The resolution shows the September donations for the Fun Fest.

May-Sep donations: \$7,610

Donations held over: \$5,925

Total 2025 donations: \$13,535

b. Resolution 2025-29, National Pregnancy and Infant Loss Awareness Day, October 15<sup>th</sup>

This is an annual resolution recognizing October 15<sup>th</sup> as National Pregnancy and Infant Loss Awareness Day.

c. Resolution 2025-30, Adopting Premium Conversion Plan

This Premium Conversion Plan is required in order for employee contributions to insurance premiums to be processed pre-tax. The Plan meets the requirements of Section 125 of Internal Revenue Code and was prepared for the city by an outside consulting firm recommended by our auditors. In addition to the Resolution, the following documents are included in your packet:

- Exhibit A - Premium Conversion Plan Master Plan Document
- Exhibit B - Plan Information Appendix
- Exhibit C - Premium Conversion Plan Summary Description

d. Minnesota Paid Leave Policy, Personnel Policy

Included in your packet is a new policy required due to **the state's Minnesota Paid Leave Law**. This was written using a template provided by the League of Minnesota Cities and much of the policy language is required to conform to the law. There are three areas where the council has discretion to make policy decisions:

- In the Overview section, the employer is required to pay a minimum of 50% of the required premium. It can pay more than that. This was discussed at the Budget Workshop and the council consensus was to keep the policy at the 50:50 split.

- In the next section, the council must designate a MN Paid Leave Administrator by October 31<sup>st</sup>, 2025. The City Clerk is the logical person for our city.
- In the Supplementing MNPL Benefits with Accrued Paid Time Off (PTO) section, **employers are not required to allow employees to use their accrued PTO to "top off" MNPL benefits.** The benefit paid out to an employee through MNPL will be lower than their usual wages. By allowing employees to use their accrued PTO to top off the benefit, the city would make it possible for the employee to receive his/her usual wage per pay period, but not more. If the council wishes to change this section of the policy, this agenda item should be removed from the Consent Agenda and moved to Action/Planning for discussion.

e. Wage and Salary Policy Amendment, Personnel Policy

In preparation for writing the new Benefits Policy, I did a review of the entire Personnel Policy, to identify areas where amendments are needed due to the new policies. There was one minor change needed in the Wage and Salary Policy regarding the number and type of holidays recognized. The old policy language is outdated.

The first two pages of the document included in your packet show the markups in red. The next two pages show the clean version of the document.

f. Rest Breaks and Meal Periods Policy Amendment, Personnel Policy

This policy amendment was triggered by a new state law passed in 2025 regarding rest breaks and meals periods. State **law does not require that these breaks be paid breaks. The changes I'm recommending follow the tone of the previous policy but update the time periods and length of breaks to meet the new law requirements.**

The first page of the document included in your packet shows the markups in red. The second page shows the clean version of the document.

g. Additional Compensation Policy Amendment, Personnel Policy

This policy amendment is necessary to be consistent with the new Benefits Policy.

The first page in the document included in your packet shows the markups in red. The second page shows the clean version of the document.

h. Insurance Benefits Policy, Personnel Policy

This is a new policy needed due to adding health, dental, and life insurance benefits for city employees and is written based on council direction at the budget workshop. The policy is intentionally kept very general so that the council can change details annually as necessary through an annual Employee Benefits Summary (next item on the agenda.)

i. 2026 Employee Benefits Summary

This is a document that the Council will review annually through the budget process, similar to setting the annual wages. The details regarding Insurance Benefits included in this document were set by council consensus at the budget workshop.

j. PEIP Insurance Proposal

This proposal was reviewed at the budget workshop where the council directed me to bring this to a future council meeting for approval.

k. Ratifying John Deere Gator Grant Application, Hennepin County Youth Activities Grant Program

At the September 9<sup>th</sup> council meeting, the council approved by consensus applying for a grant through the Hennepin Youth Activities Grant Program for a gator. Included in your packet is the complete application that was submitted on September 22<sup>nd</sup> to meet the application deadline.

l. Amending City Council Meeting Notes of August 26, 2025 Budget Workshop

It was brought to my attention that the name of the council member who made the motion to adjourn the budget workshop was not correct. It previously stated that Council Member Markham made the motion, and she was not present at the meeting. The document in your packet is corrected.

m. City Council Minutes of September 9, 2025 Regular Meeting

The minutes of the September 9<sup>th</sup> Regular Meeting are included in your packet for review and approval.

n. October Bills

Electronic checks #5301E – 5339E totaling \$41,797.95

Payments over \$1,000 include:

- two payrolls - \$10,080.37 and \$9,311.84
- two PERA payments - \$2,051.85 and \$1,899.15 (employee/employer retirement contributions)
- two EFTPS payments - \$3,878.59 and \$3,612.23 (bi-weekly federal payroll tax deposits)
- MN Dept of Revenue - \$1,348.52 (monthly payroll state tax deposit)
- Xcel Energy - \$6,427.10 (September electric services)

Paper checks #26456 - 26504 totaling \$84,386.97

Payments over \$1,000 include:

- Republic - \$4,506.20 (August garbage and recycling services)
- Stantec Consulting - \$3,336.30 (MS4 assistance \$83.40, Comp Plan \$172.50, 2023 Street Project \$1,049.90, CR19 Watermain Project \$2,030.50)
- Wruck Portables - \$1,872.83 (biffs for April, June, August, and Fun Fest)
- Banyon Data Systems - \$2,125.00 (annual software support for fund accounting and utility billing)
- Bullseye Property Management - \$1,571.30 (Office lease and CAM fees)
- Catalys - \$2,650 (website support, year 2 of 4-year agreement)
- City of Medina - \$5,911.98 (monthly police services)
- Corrective Asphalt Materials - \$15,805.00 (reclamite treatment for Albert/Elsen \$5,945 and Meadow/Hillview \$9,860)
- DMJ Asphalt - \$3,270 (asphalt patch on Loretto Street)
- Gregerson, Rosow, and Johnson - \$1,042.60 (September criminal legal)
- Metropolitan Council - \$5,990.56 (September 2025 MWC)
- Republic - \$4,506.20 (September garbage and recycling services)
- Stantec Consulting - \$3,844.00 (MS4 assistance \$325.00, Comp Plan \$69.00, 2023 Street Project \$2,380.50, CR19 Watermain Project \$1,069.50)
- West Suburban Fire District - \$16,850.71 (Q4 fire contract)

o. Monthly Balance Sheet

The monthly balance sheet is included in your packet for review.

p. Quarterly Financial Reports

The quarterly expenditure and revenue reports are included in your packet for review.

RECOMMENDATION: Motion to approve the CONSENT AGENDA as submitted.

7. ACTION/PLANNING ITEMS

a. 2023 Street Improvement Project ROW Restoration

Nick and Jake will give an update at the meeting. Jack will also be present to discuss options for moving forward from a legal perspective. In addition, Matt Rohman, ProLawns owner, will be present in the audience if there are questions where an expert on turf growth and maintenance would be helpful.

b. Resolution 2025-31, Adopting Assessment for the 2023 Street Improvement Project – Public Hearing

At the September 9<sup>th</sup> meeting, the Council adopted Resolution 2025-26, Declaring Costs to Be Assessed and Ordering preparation of Proposed Assessment for the 2023 Street improvement Project. Also, at that meeting, staff presented the proposed assessment roll and noted there were no differences from the preliminary assessment roll approved by the council in November of 2023.

After review and discussion of the proposed assessment roll, the Council adopted Resolution 2025-27, Ordering Hearing on Proposed Assessment, to occur on October 14, 2025.

Tonight, the city will hold a public hearing on the proposed assessment and consider adoption of Resolution 2025-31, a Resolution Adopting the Assessment for the 2023 Street Improvement Project.

Members of the public have been provided notice of the public hearing as required by law and the individual affected property owners have received specific notice of the assessment hearing. The proposed assessment roll is on file for public inspection at City Hall.

Written or oral objections will be considered at the meeting. No appeal to the district court may be taken as to the amount of an assessment unless a written objection signed by the affected property owner is filed with the city clerk prior to the assessment hearing or presented to the Mayor at the hearing.

The following documents are included in your packet for this agenda item:

- Resolution 2025-31, Adopting Assessment for the 2023 Street Improvement Project
- Proposed Assessment Roll - This is the same assessment roll that was presented at the September council meeting.

PUBLIC HEARING PROCEDURE

- The Mayor announces the purpose of the Public Hearing
- Staff presents the matter being considered (Jack will present)
- Public testimony - Mayor OPENS the public hearing
  - ✓ Those who wish to speak must state their name and address before giving comment.
    - Those who signed up to speak ahead of the meeting will have first chance to speak. Mayor Koch will be provided a list ahead of the meeting and will call on each person in turn.
    - **After those on the list have given comment, the Mayor will ask if there's anyone else** who would like to speak.
  - ✓ Residents are asked not to repeat previous comments.
  - ✓ Any question raised will be recorded and answered by staff/consultants following the conclusion of public testimony.
- MOTION to close the public hearing when public comment is complete.
- Once the public portion of the hearing is closed, no more public testimony is taken.
- The Council may make a decision or defer action to another council meeting. This could be a special meeting later in September, or the October council meeting. Ideally, action should be taken at this council meeting, due to timing constraints of the special assessment process with the county.

Recommendation: Motion to approve Resolution 2025-31, A RESOLUTION ADOPTING ASSESSMENT FOR THE 2023 STREET IMPROVEMENT PROJECT.

c. Quiet Zone Compliance

Included in your packet are the following (all in one document) needed to maintain the quiet zone at the Loretto crossing:

- Cover letter
- Executive Signature pages
- Inventory Forms

Nick will be present at the meeting to answer questions.

RECOMMENDATION: Motion to approve the submission of the Amended Notice of Establishment for 24-hour Quiet Zone at the Loretto railroad crossing and authorize Mayor Koch to sign the Chief Executive Statement on behalf of the city of Loretto.

d. Republic Request for 2026 Rate Increases

Included in your packet is a request from Republic for a rate increase, allowed by contract to be **effective in January of even numbered years. They've met the requirement of submitting their** request not less than 45 days prior to January 1<sup>st</sup>. Also included in the packet is their justification for the 3.6% CPI calculation.

RECOMMENDATION: Motion to approve the 3.6% CPI rate increase request from Republic to be effective January 1<sup>st</sup>, 2026.

8. INFORMATIONAL ITEMS

a. Fun Fest Report

Included in your packet are the meeting notes from the September 30<sup>th</sup> wrap-up meeting. The second page of the document shows the financials for the event.

b. Abdo Survey of 2026 Property Tax and COLA Increases

In your packet are the survey results from cities across the state showing their Proposed Levy percent increases for 2026 Property Taxes and cost of living adjustment (COLA) wage increase percentages cities have approved for 2026. Our auditors, Abdo Solutions, conducted this survey and shared the results. I thought this would be interesting information for the council and the community.

9. MONTHLY REPORTS

a. City Hall

There are no items in this section of the agenda.

b. Streets

There are no items in this section of the agenda.

c. Water

There are no items in this section of the agenda.

d. Wastewater

1) Sewer Blockage Repair Costs

There have been no additions to sewer blockage repair costs in the past month.

e. Parks

1) Grants

There are no items in this section of the agenda.

f. Stormwater

1) MS4 Permitting Status

I received a phone call on Wednesday from Duane Duncanson, the MS4 Supervisor for the MPCA, regarding Loretto's MS4 permitting status. Included in your packet is the follow up email from Duane explaining what was discussed in that phone call. The short explanation is that according to data from the 2020 Decennial Census, Loretto is no longer located in an "urban area" with a population of 50,000 or more people and does not meet any other designation criteria that would require it to operate under an MS4 permit.

Loretto can submit a petition to the MPCA (see petition in your packet also) that, if approved, would release the city from the MS4 regulatory program. As noted in the email from Mr. Duncanson, the MPCA will most likely grant the petition.

Being released from the MS4 regulatory program would allow us to reduce the stormwater budget through permit fees, staff time/wages spent on reporting requirements, and engineering fees.

RECOMMENDATION: Motion to authorize staff to complete and submit the MS4 Petition for Reevaluation and authorize Mayor Koch to certify the petition.

10. MAYOR AND COUNCIL REPORTS

11. ADJOURN



**RESOLUTION NO. 2025-28**

*MOTION BY MEMBER:*

*SECONDED BY MEMBER:*

**A RESOLUTION ACCEPTING DONATIONS FROM AREA RESIDENTS  
AND BUSINESSES FOR FUN FEST EVENT**

**WHEREAS**, the City of Loretto is sponsoring a community event called the Loretto Fun Fest on September 13, 2025; and

**WHEREAS**, donations from area residents and businesses are being made to cover the cost of the event; and

**WHEREAS**, the following area residents and businesses have donated the following amounts for the Loretto Fun Fest Committee to hold the event; and

**WHEREAS**, the City Council appreciates the donations for the Fun Fest.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Loretto, Minnesota, that it accepts the donations with gratitude and appreciation for the Loretto Fun Fest event to be held on September 13, 2025.

September Donations 2025			
Residential Donators	Donation	Business Donations	Donation
Mary Joyce Koch	\$100.00		
Tom Van Beusekom	\$100.00		
<b>Total</b>	<b>\$200.00</b>	<b>Total</b>	<b>\$0.00</b>

Total September donations from residents and businesses: \$200.00

PASSED AND ADOPTED THIS 14TH DAY OF OCTOBER 2025.

VOTING AYE

- Daniels, Brenda
- Koch, Kent
- Leuer, Jeff
- Markham, Melissa
- Scanlon, Ben

VOTING NAY

- Daniels, Brenda
- Koch, Kent
- Leuer, Jeff
- Markham, Melissa
- Scanlon, Ben

\_\_\_\_\_  
Kent Koch, Mayor

ATTEST:

\_\_\_\_\_  
Mary K. Schneider, City Clerk Treasurer

**RESOLUTION NO. 2025-29**

*MOTION BY MEMBER:*

*SECONDED BY MEMBER:*

**A RESOLUTION OF THE CITY OF LORETTO RECOGNIZING NATIONAL  
PREGNANCY AND INFANT LOSS AWARENESS DAY**

**WHEREAS**, Infants Remembered In Silence, Inc. (IRIS) and many other nonprofit organizations work with thousands of parents all over Minnesota and across the United States who have experienced the death of a child during pregnancy through early childhood; and

**WHEREAS**, Many of these parents live in, deliver in, have a child die in, or bury a child in our community; and

**WHEREAS**, Infants Remembered In Silence (IRIS) a 501(c)(3) nonprofit organization was founded 1987, more than 35 years ago, to support parents whose child/children died from miscarriage, ectopic pregnancy, molar pregnancy, stillbirth, neo-natal death, sudden unexplained death of a child (SUDC) sudden infant death syndrome (SIDS), birth defects, illness, accidents, and all other types of infant and early childhood death; and

**WHEREAS**, Bereaved parents around the world remember their children annually on October 15 with a candle lighting at 7 pm. Some will remember their child/children in their homes while others will remember them in small gatherings around the state, across the nation and around the world; and would unify these parents in tribute to their children; and

**WHEREAS**, In 1988, President Ronald Reagan proclaimed October as National Pregnancy and Infant Loss Awareness month; and

**WHEREAS**, In honor of the thousands of children that die each year in Minnesota, Infants Remembered In Silence, Inc. (IRIS) respectfully requests that October 15th, 2024 be recognized as Pregnancy and Infants Loss Remembrance Day.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Loretto that October 15<sup>th</sup>, 2024, be recognized as National Pregnancy and Infant Loss Awareness Day.

City of Loretto  
County of Hennepin  
State of Minnesota

PASSED AND ADOPTED THIS 14TH DAY OF OCTOBER 2025.

VOTING AYE

Daniels, Brenda  
 Koch, Kent  
 Leuer, Jeff  
 Markham, Melissa  
 Scanlon, Ben

VOTING NAY

Daniels, Brenda   
Koch, Kent   
Leuer, Jeff   
Markham, Melissa   
Scanlon, Ben

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Kent Koch, Mayor

ATTEST:

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Mary K. Schneider, City Clerk Treasurer

**RESOLUTION NO. 2025-30**

**MOTION BY:**  
**SECONDED BY:**

**A RESOLUTION ADOPTING A PREMIUM CONVERSION PLAN FOR THE CITY OF  
LORETTO**

**WHEREAS**, the City Council of the City of Loretto, desires to establish a Premium Conversion Plan for the exclusive benefit of its eligible employees in order to provide certain financial protection for such employees.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY  
OF LORETTO, MINNESOTA:**

1. that the above described plan documents, attached hereto as Exhibits A, B, and C, be filed with this Resolution and become a part of the record hereof, and that the same are hereby adopted.
2. that the Plan as adopted, shall hereinafter be known as the City of Loretto Premium Conversion Plan. The effective date of the Plan is January 1, 2026.
3. that the Mayor and City Clerk Treasurer of the CITY are authorized and directed to enter into and execute in the name of and on behalf of the CITY said plan documents and are authorized and directed to do any and all things and to execute any and all instruments necessary to carry out the purpose and intent of this resolution and that the City Clerk Treasurer of the CITY be, and is hereby authorized and instructed to certify these resolutions.
4. that upon execution of said Adoption Agreement by the officers of this CITY, thereunto duly authorized, the Mayor or City Clerk Treasurer of this CITY be and he or she hereby is authorized and directed to carry this action into full force and effect, commencing on the latest effective date cited above.

PASSED AND ADOPTED THIS 14th DAY OF OCTOBER 2025.

VOTING AYE

Daniels, Brenda  
 Koch, Kent  
 Leuer, Jeff  
 Markham, Melissa  
 Scanlon, Ben

VOTING NAY

Daniels, Brenda\_\_\_  
Koch, Kent\_\_\_  
Leuer, Jeff\_\_\_  
Markham, Melissa\_\_\_  
Scanlon, Ben\_\_\_

\_\_\_\_\_  
Kent Koch, Mayor

ATTEST:

\_\_\_\_\_  
Mary K. Schneider, City Clerk-Treasurer

**Loretto City Council Resolution 2025-30  
MINUTES**

A meeting of the City Council of the City of Loretto. (hereafter called CITY), was held on the 14th day of October 2025, at the Council Chambers of the CITY in Loretto, MN. A majority of the City Council was present.

Kent Koch, Mayor of the CITY, acted as Chairman of the meeting, and Mary K. Schneider, City Clerk Treasurer of the CITY, acted as Secretary of the meeting.

The Mayor stated that the purpose of the meeting was to consider and discuss the adoption by the CITY of the Premium Conversion Plan for the exclusive benefit of its eligible employees in order to provide certain financial protection for such employees.

After full discussion and due consideration of the proposed changes, upon motion duly made, seconded and unanimously carried, it was

RESOLVED, that the above described plan documents be filed with these Minutes and become a part of the record hereof, and that the same are hereby adopted.

RESOLVED FURTHER, that the Plan as adopted, shall hereinafter be known as the City of Loretto Premium Conversion Plan. The effective date of the Plan is January 1, 2026.

RESOLVED FURTHER, that the Mayor and City Clerk Treasurer of the CITY are authorized and directed to enter into and execute in the name of and on behalf of the CITY said plan documents and are authorized and directed to do any and all things and to execute any and all instruments necessary to carry out the purpose and intent of this resolution and that the City Clerk Treasurer of the CITY be, and is hereby authorized and instructed to certify these resolutions.

RESOLVED FURTHER, that upon execution of said Adoption Agreement by the officers of this CITY, thereunto duly authorized, the Mayor or City Clerk Treasurer of this CITY be and he or she hereby is authorized and directed to carry this action into full force and effect, commencing on the latest effective date cited above.

I, Mary K. Schneider, Secretary of the City of Loretto do hereby certify that at a regular meeting of the City Council of said CITY in Loretto, MN on the 14th day of October 2025, the foregoing Resolution 2025-30 was duly adopted and that the same is now in full force and effect, and has not been altered, amended, or revoked.

\_\_\_\_\_  
Mary K. Schneider, City Clerk Treasurer

\_\_\_\_\_  
Date

**PREMIUM CONVERSION PLAN  
MASTER PLAN DOCUMENT**

**Note: This Premium Conversion Plan Master Plan Document describes all Premium Conversion Plan provisions available under a premium conversion plan. Some of the Premium Conversion Plan provisions described in this document may not apply to your Plan. Consult the Plan Information Appendix to this document to see which provisions of this document apply to your Plan.**

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## **PREMIUM CONVERSION PLAN**

### **ARTICLE I**

#### **GENERAL**

**Sec. 1.1 Name of Plan.** The name of the plan set forth herein is specified in the Plan Information Appendix. It is sometimes herein referred to as the “Plan”.

**Sec. 1.2 Purpose.** The purpose of the Plan is to furnish employees an opportunity to receive certain statutory nontaxable benefits provided by Employer in lieu of taxable Compensation or other statutory nontaxable fringe benefits. The Plan is intended to be a cafeteria plan under Section 125 of the Internal Revenue Code, so that the benefits a Participant elects to receive under the Plan will be eligible for exclusion from the Participant’s gross income under Section 125(a) of the Code.

**Sec. 1.3 Effective Date.** The “Effective Date” of the Plan is the date as of which the Plan was established and is specified in the Plan Information Appendix. If the Plan is amended and restated as set forth herein, the effective date of the amended and restated Plan is specified in the Plan Information Appendix.

**Sec. 1.4 Rules of Construction.** The Plan is intended to be a cafeteria plan under Section 125 of the Internal Revenue Code. The Plan shall be administered and construed consistent with said intent. It shall also be construed and administered according to the laws of the state listed in the Plan Information Appendix, to the extent that such laws are not preempted by the laws of the United States of America. This Plan is not an employee welfare benefit plan under the Employee Retirement Income Security Act of 1974, as from time to time amended (“ERISA”). All references herein to the “Internal Revenue Code” or the “Code” are to the Internal Revenue Code of 1986 as from time to time amended. The Plan shall be construed in accordance with the following rules:

- (a) This document, plus its appendices (including the Plan Information Appendix), are intended to constitute the Plan document required by the Code.
- (b) Headings at the beginning of articles and sections hereof are for convenience of reference, shall not be considered a part of the text of the Plan, and shall not influence its construction.
- (c) Capitalized terms used in the Plan shall have the meaning defined in the Plan unless the context clearly indicates to the contrary.
- (d) Any references to the masculine gender include the feminine and vice versa.
- (e) Use of the words “hereof”, “herein”, “hereunder”, or similar compounds of the word “here” shall mean and refer to the entire Plan unless the context clearly indicates to the contrary.
- (f) The provisions of the Plan shall be construed as a whole in such manner as to carry out the provisions hereof and shall not be construed separately without relation to the context.

## **ARTICLE II**

### **DEFINITIONS**

**Sec. 2.1 Benefit Plan.** “Benefit Plan” means a plan sponsored by the Employer consisting of an insurance or similar program, health maintenance organization, trust fund, or direct payment arrangement maintained by the Employer for the purpose of providing certain specified medical, dental or other welfare benefits for employees, and their dependents. The Benefit Plans for which premiums may be paid under the Plan shall be identified in the Plan Information Appendix.

**Sec. 2.2 Compensation.** “Compensation” means earned income, salary, wages, fees, commissions, overtime, bonuses, tips, and all other earnings of a Participant, reportable on Form W-2 for the Plan Year, including amounts contributed by a Qualified Employee to the Plan, but excluding all other contributions to any other plan sponsored by the Employer and all other forms of compensation.

**Sec. 2.3 Election.** “Election” means a choice made by a Participant hereunder between taxable compensation and non-taxable benefits provided under this Plan, and shall include a Participant’s choice to not pay premiums under this Plan (i.e., a waiver). As provided below, a Participant may be deemed to have made an Election in some cases. Elections shall be subject to the following rules:

- (a) If a Participant chooses to participate in one or more Benefit Plans, the Participant will be deemed to have elected to pay any portion of the premiums not paid by the Employer on a pre-tax basis pursuant to Sec. 4.1, unless the Participant signs a waiver during the Election Period instructing the Employer to deduct such premiums on an after-tax basis.
- (b) If the Individual Health Premium Payment Feature is applicable as specified in the Plan Information Appendix, the Participant will be deemed to have elected to pay any Premium for the Individual Health Coverage (as defined in Appendix A) on a pre-tax basis pursuant to Sec. 4.1, unless the Participant signs a waiver during the Election Period instructing the Employer to deduct such premiums on an after-tax basis.
- (c) If Health Savings Account contributions are permitted under the Plan, as specified in the Plan Information Appendix, a Participant may file an Election to contribute to a Health Savings Account on a pre-tax basis under Sec. 4.4.
- (d) If the ICHRA Remainder Feature (as defined in Appendix B) is applicable as specified in the Plan Information Appendix, the “Remainder” (as defined in Appendix B) will be paid pursuant to Sec. 4.1, unless the Participant signs a waiver during the Election Period instructing the Employer to deduct such premiums on an after-tax basis.
- (e) Except for deemed Elections, an Election shall be made in accordance with the procedures established by the Employer, and (if applicable) shall specifically indicate the amounts to be contributed to the Health Savings Account.
- (f) An Election meeting the requirements of the Plan and not inconsistent with its terms shall be irrevocable after the last day of the Election Period in which it is filed (or deemed made), subject to any changes made in a new Election filed in a subsequent Election Period in accordance with Sec. 2.4(a).
- (g) Except as provided in subsection (h) below, an Election filed (or deemed made) in an annual Election Period prior to the beginning of a Plan Year shall be effective on the first day of the Plan Year with the deductions effective for each payroll period for purposes of salary reduction contributions under Sec. 4.1, unless a new Election is made in an

Election Period resulting from a change in the Participant's status as described in Sec. 2.4(a).

- (h) An election filed prior to the beginning of any month to contribute to a Health Savings Account, if Health Savings Account contributions are permitted under the Plan as specified in the Plan Information Appendix, shall be effective on the first day of the month immediately following the date the Election is received.
- (i) An Election filed in an Election Period during a Plan Year pursuant to Sec. 2.4 shall be effective as of the date specified in Sec. 2.4. The Election will be reflected in the Participant's payroll as soon as administratively feasible following the date the Election is filed.

**Sec. 2.4 Election Period.** The "Election Period" for an Election to have the Employer pay on a pre-tax basis the Participant's share of any premium or cost required for group or individual coverage under Sec. 4.1 is the period designated by the Employer ending prior to the first day of the Plan Year. The "Election Period" for Health Savings Account contributions, if they are permitted under the Plan, as specified in the Plan Information Appendix, is the month preceding the month in which the Participant wishes to make a contribution under Sec. 4.4.

In addition, the following are Election Periods:

- (a) If any of the following special election events occur during the Plan Year with respect to a Participant, then the 30-day period immediately following the date the event occurs, or such other time period as may be specified below, shall be an Election Period for said Participant with respect to the remainder of the Plan Year:
  - (1) Benefit Plan, Individual Health Premium Payment Feature and ICHRA Remainder Feature Elections. The following events that occur during the Plan Year are special election events that permit a change in the Participant's Benefit Plan, the Individual Health Premium Payment Feature and the ICHRA Remainder Feature Elections for the remainder of the Plan Year:
    - (A) Change in Status Events. The following change in status events permit a Participant to change his or her Benefit Plan, Individual Health Premium Payment Feature and ICHRA Remainder Feature Election if the change is on account of and consistent with the change in status and the event affects the Participant's or the Participant's Spouse's or Tax Dependent's eligibility or possible eligibility for health coverage under an employer's plan:
      - (i) The Participant legally marries (under applicable state and federal law).
      - (ii) The Participant divorces, or legally separates from, his or her Spouse, or has his or her marriage to his or her Spouse annulled.
      - (iii) The Spouse or a Tax Dependent of the Participant dies.
      - (iv) The Participant gains or loses a Tax Dependent (e.g., a child is born to, adopted by, or placed for adoption with the Participant, a child of the Participant dies).

- (v) The Participant's Spouse or Tax Dependent becomes employed or ceases to be employed.
  - (vi) The Participant or the Participant's Spouse or Tax Dependent has a change in terms and conditions of employment or has a reduction or increase in hours of employment, including a change from part-time to full-time status or vice versa, taking or returning from an unpaid leave of absence, or a strike or lock-out.
  - (vii) A Tax Dependent of the Participant becomes or ceases to be eligible for coverage as a result of a change in age, student status, or other similar circumstances.
  - (viii) The Participant or the Participant's Spouse or Tax Dependent has a change in place of residence or worksite.
- (B) HIPAA Special Enrollment Rights. The Participant may change his or her Benefit Plan, Individual Health Premium Payment and ICHRA Remainder Feature Elections consistent with an enrollment in a Benefit Plan under the special enrollment provisions of the Health Insurance Portability and Accountability Act.
- (C) COBRA Continuation Coverage. The Participant may increase his or her salary reduction contributions to pay any additional premium as a result of the Participant, Spouse or Tax Dependent becoming eligible for continuation coverage under the Employer's Benefit Plan pursuant to Code Section 4980B, Sections 2201 through 2208 of the Public Health Services Act, or any similar state statute, so long as the Participant remains eligible to participate in this Premium Conversion Plan.
- (D) Support Order. The Participant, or the Plan if the Participant does not take the required action, may add coverage in accordance with a judgment, decree or order resulting from a divorce, legal separation, annulment or change in legal custody that requires coverage for a Participant's child or for a foster child who is a Tax Dependent of the Participant. The Participant may eliminate coverage for a child if a judgment, decree or order resulting from a divorce, legal separation, annulment or change in legal custody requires that coverage of that child be provided by an individual other than the Participant and that coverage is in fact provided.
- (E) Change in Medicare or Medicaid Entitlement. The Participant may change his or her coverage Election consistent with a change in entitlement to Medicare or Medicaid, including a loss of entitlement, by the Participant or the Participant's Spouse or Tax Dependent.
- (F) Change in Other Coverage. The Participant may change his or her coverage Elections if: (i) a group health plan or Code Section 125 cafeteria plan covering the Participant's Spouse or Tax Dependent permits a change in health coverage at a time other than an Election

Period under this Plan as a result of a change in status event as described in subparagraph (a)(1)(A), a general enrollment period, or another change in coverage permitted by the applicable Treasury Regulations; (ii) the Spouse or Tax Dependent elects a change in coverage; and (iii) the Participant's change in coverage under this Plan is on account of and consistent with the change in the Spouse's or Tax Dependent's coverage.

- (G) Change in Cost or Coverage Options. An Election Period shall be deemed to have occurred, resulting in a new Election for the remainder of the Plan Year automatically adjusting the Participant's salary reduction contributions during the Plan Year, or commencement of salary reduction contributions in an appropriate manner in the case of a Qualified Employee who had not previously elected to participate, in any of the following circumstances:
- (i) The premium under any Benefit Plan, the Individual Health Coverage Feature (as defined in Appendix A) or the ICHRA Remainder Feature (as defined in Appendix B) is significantly increased during the Plan Year and the Participant elects to continue the existing coverage, elects coverage under another Benefit Plan, elects coverage under another Individual Health Coverage with similar coverage, elects coverage under another Individual Insurance Contract with similar coverage or elects no Benefit Plan coverage, Individual Health Coverage or Individual Insurance Contract if no similar coverage is available.
  - (ii) The premium under any Benefit Plan, the Individual Health Coverage Feature" (as defined in Appendix A) or the ICHRA Remainder Feature (as defined in Appendix B) is significantly decreased during the Plan Year and the Participant elects to continue the existing coverage.
  - (iii) The premium under any Benefit Plan, the Individual Health Coverage Feature (as defined in Appendix A) or the ICHRA Remainder Feature (as defined in Appendix B) is increased or decreased during the Plan Year by an insignificant amount.
  - (iv) The coverage under a Benefit Plan, the Individual Health Coverage Feature (as defined in Appendix A) or the ICHRA Remainder Feature (as defined in Appendix B) is significantly curtailed during the Plan Year and the Participant elects to receive, on a prospective basis, coverage under another plan with similar coverage.
  - (v) The coverage under a Benefit Plan, the Individual Health Coverage Feature (as defined in Appendix A) or the ICHRA Remainder Feature (as defined in Appendix B) ceases during the Plan Year and the Participant elects to continue coverage under another Benefit Plan, elects coverage under another Individual Health Coverage with similar coverage, elects coverage under another Individual Insurance Contract with similar coverage or

elects no Benefit Plan coverage, Individual Health Coverage or Individual Insurance Contract if no similar coverage is available.

- (vi) A new coverage option is added to a Benefit Plan, a new Individual Health Coverage option is added or a new Individual Insurance Contract is added under the Plan or the existing coverage option is significantly improved, and the Participant or Qualified Employee elects that new coverage option.
- (H) Loss of group health coverage sponsored by a governmental or educational institution. The Participant may change his or her Benefit Plan, Individual Health Premium Payment Feature Election or his or her election under the ICHRA Remainder Feature consistent with a loss of coverage by the Participant or the Participant's Spouse or Tax Dependent under any group health coverage sponsored by a governmental or educational institution.
- (I) Family and Medical Leave Act. A Participant taking leave under the Family and Medical Leave Act may change his or her Benefit Plan Election as provided by that Act and applicable regulations or rulings thereunder.
- (2) Medical Plan Premium Elections. The following events that occur during the Plan Year are special election events that permit a change in the Participant's Election regarding payment of medical plan premiums for the remainder of the Plan Year:
  - (A) Reduction in Hours Without Loss of Eligibility. A Participant who has made an Election to pay for group medical coverage may revoke that payment Election if the following conditions are satisfied:
    - (i) The Participant has been in an employment status under which the Participant was reasonably expected to average at least thirty (30) hours of service per week;
    - (ii) The Participant has experienced a change in employment status such that the Participant will reasonably be expected to average less than thirty (30) hours of service per week after the change but nevertheless will remain eligible for group medical coverage;
    - (iii) The Participant cancels group medical coverage in accordance with the requirements of that plan; and
    - (iv) The Participant and any related individuals who were also enrolled in the group medical coverage have enrolled or intend to enroll in other medical coverage that provides minimum essential coverage and such coverage will be effective no later than the first day of the second month following the month in which coverage under the Employer's group medical coverage ends. The Plan Administrator may rely on the Participant's reasonable representation that the requirement described in this paragraph (iv) has been satisfied.

- (B) Participant's Enrollment in Marketplace Coverage. A Participant who has made an Election to pay for group medical coverage may revoke that payment Election if the following conditions are satisfied:
- (i) The Participant either is eligible to enroll in a qualified health plan through the Marketplace (i.e., a public exchange) via a special enrollment period (as provided in any guidance issued by the Department of Health and Human Services or any other applicable guidance) or seeks to enroll in a qualified health plan through the Marketplace during the Marketplace's annual open enrollment period;
  - (ii) The Participant cancels group medical coverage in accordance with the requirements of that plan; and
  - (iii) The Participant and any related individuals who were also enrolled in the group medical coverage have enrolled in a qualified health plan through the Marketplace and such coverage will be effective no later than the day immediately following the last day for which the Employer's group medical coverage was effective (i.e., there is no break in coverage). The Plan Administrator may rely on the Participant's reasonable representation that the requirement described in this paragraph (iii) has been satisfied.
- (3) Any Election may be changed with respect to any Benefit Plan, Individual Health Premium Payment Feature or ICHRA Remainder Feature pursuant to any other event so recognized under applicable Federal regulations.
- (4) Any such election during the period described above must be consistent with the change in status resulting from the event described above. The Employer will not accept any election during said Election Period which it deems to be inconsistent with the change in status.
- (5) If Health Savings Account contributions are permitted under the Plan, as specified in the Plan Information Appendix, a Participant may start or stop an Election to contribute to a Health Savings Account or increase or decrease the Election at any time as long as the change is effective prospectively. Because the eligibility requirements and contribution limits for Health Savings Accounts are determined on a monthly as opposed to a Plan Year basis, the change in status events listed in subsection (a)(1) above do not apply to Participant contributions to Health Savings Accounts.
- (6) Elections as a result of birth or adoption are effective as of the date of the event. All other Elections under this Section are effective as of the date of the Election, generally, the date the Election form is signed. The change in the Election will be reflected in the Participant's payroll as soon as administratively feasible following the date the Election is filed. For the effective dates described in this subsection to apply, the Election must be filed within thirty (30) days of the event.

- (b) If any of the following situations apply to an employee, an Election Period will be provided for that employee as follows:
- (1) With respect to an individual who becomes a Qualified Employee with the Employer during a Plan Year, the Election Period for that Plan Year shall be the thirty (30) days preceding the entry date specified in the Plan Information Appendix. If the entry date specified in the Plan Information Appendix is the Qualified Employee's date of hire, the Qualified Employee may begin participating in the Plan on his or her date of hire even if he or she does not submit the election form prior to that date, provided the Qualified Employee's election is made within thirty (30) days of his or her hire date. In such case, salary reduction contributions to pay for coverage during the period preceding the date of the Qualified Employee's election to participate shall be taken prospectively from compensation paid following the election.
  - (2) If a Participant returns from an unpaid leave of absence or is rehired as a Qualified Employee either in a subsequent Plan Year or in the same calendar year but more than thirty (30) days following the beginning of the unpaid leave of absence or his or her Termination of Employment, the Participant shall be treated as becoming a Qualified Employee again on the date the leave ended or the rehire occurred and a new Election Period will be provided pursuant to paragraph (1), except that the Election Period will not end earlier than thirty (30) days after the date the individual again became a Qualified Employee. If the Participant returns from the leave or is rehired within thirty (30) days of the beginning of the unpaid leave of absence or the date of his or her Termination of Employment and in the same Plan Year in which the leave of absence began or Termination of Employment occurred, any Election that was in effect when the absence began shall be reinstated until the next Election Period as determined by the Plan Administrator. Notwithstanding anything herein to the contrary, this paragraph shall not apply with respect to a leave of absence during which the Participant remains eligible to participate in the Plan. Furthermore, FMLA leaves of absence are governed by Section 4.7
- (c) The Election Period under subsection (a) or (b) may be extended by the Employer for a Participant upon showing that the Participant's failure to meet the deadline was the result of good cause and was not the fault of the Participant.

**Sec. 2.5 Employer.** The "Employer" is specified in the Plan Information Appendix.

**Sec. 2.6 Health Savings Account.** A "Health Savings Account" means a Health Savings Account established under Code Section 223.

**Sec. 2.7 Participant.** A "Participant" is an individual described as such in Article III.

**Sec. 2.8 Participating Employer.** "Participating Employer" means any employer that is affiliated with the Employer and that is designated by the Employer in the Plan Information Appendix as covered by this Plan. When referred to in Secs. 2.1, 2.2, 2.3, 2.4, 2.11, 2.14, 3.2, 4.2, 4.3, 4.5, and 4.6, of the Plan, the term "Employer" includes all Participating Employers, if any. Participating Employers are designated in the Plan Information Appendix.

**Sec. 2.9 Plan Administrator.** "Plan Administrator" means the Employer.

**Sec. 2.10 Plan Year.** A “Plan Year” is the 12-consecutive-month period (except in cases of a short Plan Year) commencing on the date specified in the Plan Information Appendix and is the year on which records of the Plan are kept.

**Sec. 2.11 Qualified Employee.** An employee of the Employer is a “Qualified Employee” for each payroll period that the employee meets the eligibility requirements specified in the Plan Information Appendix, subject to the following:

- (a) Eligibility of employees in a collective bargaining unit to participate in the Plan shall be subject to negotiations with the representative of the unit. During any period that an employee is covered by the provisions of a collective bargaining agreement between the Employer and such representative, the employee shall not be considered a Qualified Employee unless such agreement provides coverage for such employee under the Plan. For purposes of this Section only, such an agreement shall be deemed to continue after its formal expiration during collective bargaining negotiations pending the execution of a new agreement.
- (b) A leased employee within the meaning of Code Section 414(n)(2) is not a Qualified Employee.
- (c) A nonresident alien within the meaning of Code Section 7701(b)(1)(B) while not receiving earned income (within the meaning of Code Section 911(d)(2)) from the Employer which constitutes income from sources within the United States (within the meaning of Code Section 861(a)(3)) is not a Qualified Employee.
- (d) An employee is not a Qualified Employee unless his or her services are performed within the continental United States (including Alaska or Hawaii), or the principal base of operations to which the employee frequently returns is within the continental United States (including Alaska or Hawaii).
- (e) Notwithstanding anything herein to the contrary, an individual is not a Qualified Employee during any period during which the individual is classified by the Employer as an independent contractor or as any other status in which the person is not treated as a common law employee for purposes of withholding of taxes, or is treated as an employee of another entity who is leased to the Employer, regardless of the correct legal status of the individual. The previous sentence applies to all periods of such service of an individual who is subsequently reclassified as an employee, whether the reclassification is retroactive or prospective.
- (f) If an employee’s employment status changes from a Qualified Employee to a non-Qualified Employee position, the employee shall cease to be a Qualified Employee as of the date the employee is no longer a Qualified Employee. If an employee’s employment status changes from a non-Qualified Employee position to a Qualified Employee position, the employee shall be a Qualified Employee as of the date the change in employment status takes place.
- (g) An employee is not a Qualified Employee if he or she is either: (1) a self-employed individual as defined in Code Section 401(c) (including sole proprietors and partners in a partnership); or (2) an owner (within the meaning of Code Section 318) who, at any time during the Plan Year, owns more than 2 percent of the outstanding stock of an S Corporation or stock possessing more than 2 percent of the total combined voting power of all stock of such corporation. (such an owner is not a Qualified Employee at any time during such Plan Year).

**Sec. 2.12 Spouse.** “Spouse” means an individual who is (a) legally married to a Participant (under applicable state law), and (b) treated as a “Spouse” under the applicable section of the Code.

**Sec. 2.13 Tax Dependent.** “Tax Dependent” means an individual (other than the Participant and the Participant’s Spouse) with respect to whom amounts expended for medical care are excluded from the Participant’s gross income under Section 105(b) of the Code, as amended. The definition “Tax Dependent” herein is different than the definition of tax dependent applicable under the Internal Revenue Code for purposes of identifying whom a taxpayer may claim as an exemption on his or her federal income tax return.

**Sec. 2.14 Termination of Employment.** The “Termination of Employment” of an employee for purposes of the Plan shall be deemed to occur upon the employee’s resignation, discharge, retirement, death, failure to return to active work at the end of an authorized leave of absence or the authorized extension or extensions thereof, failure to return to work when duly called following a temporary layoff, or upon the happening of any other event or circumstance which, under the policy of the Employer results in the termination of the employer-employee relationship.

## ARTICLE III

### PARTICIPATION

**Sec. 3.1 Participation.** Each person who is a Qualified Employee shall become a Participant on the effective date of any Election filed during an Election Period to have premiums paid by salary reduction under Sec. 4.1, or, if Health Savings Account contributions are permitted under the Plan, as specified in the Plan Information Appendix, to have contributions made to a Health Savings Account under Sec. 4.4.

**Sec. 3.2 Enrollment Procedures.** To become a Participant, the individual must complete the proper Election forms required by the Employer (if any) and must file the forms with the Employer, or must follow such other enrollment procedures as the Employer may require. Any Election under this Plan must be made during an Election Period and shall be effective as described in Sec. 2.3 and 2.4. An individual who does not enroll during his first Election Period under Sec. 2.4(b) may not enroll as a Participant until the next applicable Election Period.

**Sec. 3.3 Cessation of Participation.** A person shall cease to be a Participant as of the earliest of (i) the date the Participant has a Termination of Employment, (ii) the date the Participant ceases to be a Qualified Employee, or (iii) the effective date of any election by the Participant to terminate all salary reductions under Secs. 4.1 and 4.4.

## ARTICLE IV

### CREDITS AND ACCOUNTS

**Sec. 4.1 Salary Reduction Contributions to Pay Premiums.** During an Election Period, unless the Participant signs a waiver instructing the Employer to pay the premiums on an after-tax basis, each Participant automatically elects to have the Employer pay on a pre-tax basis (i) the Participant's share of any premium or cost required for group coverage which the Participant has elected under any Benefit Plan, to the extent such cost is not covered by Employer credits pursuant to Sec. 4.2 if any, (ii) the Participant's premium for individual coverage obtained under the Individual Health Premium Payment Feature and (iii) the "remainder" (if any) of the premiums for a qualifying non-government exchange individual health insurance coverage that is integrated with and partially funded through the Employer sponsored Individual Coverage Health Reimbursement Arrangement ("ICHRA"). The Participant's Compensation shall be reduced by an amount equal to the amount paid by the Employer on the Participant's behalf under this Section.

**Sec. 4.2 Employer Contributions and Opt Out Payments.**

- (a) If specified in the Plan Information Appendix, the Employer may grant a credit to each Participant for purposes of selecting among the benefits available under the Plan for each period during the Plan Year. Prior to each Plan Year, the Employer shall determine the dollar amount of the credits, if any, that it will make available to Participants under this Plan during the Plan Year. The dollar amount of the credits may vary for different classes of employees as determined in the sole discretion of the Employer. Employer credits are subject to the following:
- (1) The Employer credits for the period specified in the Plan Information Appendix shall become available for use under the Plan as of the date specified in the Plan Information Appendix.
  - (2) No amounts shall be credited to a Participant after his or her Termination of Employment, or, if earlier, after he or she ceases to be a Qualified Employee.
  - (3) The Employer credits shall first be used to pay for the cost for the Participant's elected coverage, if any, under the Benefit Plans. The balance remaining shall next be allocated among the other benefits available under the Plan, as specified in the Participant's Election. Finally, if any credits remain, the balance shall be handled in accordance with the Plan Information Appendix. If the Participant fails to file an Election, the credits shall be paid to the Participant in cash, subject to any restrictions specified in the Plan Information Appendix. Amounts that a Participant elects to receive or is deemed to have elected to receive in cash shall be paid to the Participant on a pro-rata basis over the course of the Plan Year in substantially equal installments. Such payments will be added to the Participant's paycheck and are fully taxable as additional compensation. Cash payments shall be made only to Participants. If a Participant ceases to be a Qualified Employee, then cash payments cease.
- (b) **Opt Out Payments.** If specified in the Plan Information Appendix, the Employer may make a contribution to the Plan for purposes of providing opt out payments to Employees who are eligible for coverage under a certain Benefit Plan and who waive such coverage. Prior to each Plan Year, the Employer shall determine the dollar amount of the opt out payments, if any, that it will make available to Participants under this Plan during the Plan Year. The dollar amount of the opt out payments may vary for different classes of

employees as determined in the sole discretion of the Employer. Opt out payments are subject to the following:

- (1) An opt out payment shall be provided only to those Participants who satisfy the conditions described in the Plan Information Appendix.
- (2) The opt out payments shall be paid as specified in the Plan Information Appendix.
- (3) No opt out payments shall be made to a Participant after his or her Termination of Employment or, if earlier, after he or she ceases to be a Qualified Employee.
- (4) Opt out payments are taxable income to the Participant.

#### **Sec. 4.3 Imputation of Income.**

- (a) Coverage of non-Tax Dependents. To the extent a Participant elects coverage under a Benefit Plan for a dependent who is not the Participant's Spouse or Tax Dependent, the Plan Administrator may require the Participant to pay the cost of coverage for which the Participant is responsible on an after-tax basis up to the amount of the fair market value of the coverage provided to such dependent. To the extent the cost of coverage for which the Participant is responsible exceeds that fair market value, the remaining cost of coverage may be paid pre-tax through this Plan. To the extent the cost of coverage for which the Participant is responsible is less than that fair market value, the excess of the fair market value over the after-tax payments shall be imputed as income to the Participant as the coverage is provided. In the alternative, the Plan Administrator may not require the Participant to pay the cost of coverage on an after-tax basis. In that case, the entire cost of coverage for the Benefit Plan for which the Participant is responsible shall be paid on a pre-tax basis through this Plan and the fair market value of the coverage for such dependent shall be imputed as income to the Participant as the coverage is provided (in accordance with the regulations under Section 125 of the Code). This imputation of income shall occur regardless of whether the cost of coverage is paid by salary reduction or allocation of available Employer credits.
- (b) Group Term Life. The cost of group term life coverage on the Participant's life paid by the Employer will not be included in the Participant's gross income to the extent the face amount of the insurance contract(s) does not exceed \$50,000, except as provided in Sec. 4.6. If the face amount of the insurance contract(s) exceeds \$50,000, and the cost of the coverage is paid by the Employer, the value of the coverage in excess of \$50,000 shall be imputed to the Participant as income in accordance with Section 79 of the Code and the regulations thereunder. For purposes of this limitation, coverage paid by the Participant on a pre-tax basis is considered "paid by the Employer." Under no circumstances shall the coverage on the life of persons covered through the Participant (e.g., the Participant's Spouse or children) be paid through this Plan.

#### **Sec. 4.4 Contributions to Health Savings Account.**

- (a) Salary Reduction. A Participant may elect to have the Employer credit pre-tax salary reduction credit amounts to a Health Savings Account, if specified in the Plan Information Appendix. If specified in the Plan Information Appendix, only Participants who are enrolled in the high deductible health plan sponsored by the Employer, or a

Participant who is enrolled in the ICHRA sponsored by the Employer and has an HSA-qualified high deductible individual health plan policy, are eligible for such contributions.

- (b) **Employer Credits.** A Participant may also elect to have Employer credits contributed to a Health Savings Account through this Plan, if specified in the Plan Information Appendix. If specified in the Plan Information Appendix, only Participants who are enrolled in the high deductible health plan sponsored by the Employer, or a Participant who is enrolled in the ICHRA sponsored by the Employer and has an HSA-qualified high deductible individual health plan policy, are eligible for such contributions.
- (c) **Employer Contributions.** The Employer may also make direct contributions to an Employee's Health Savings Account, which will be deemed to have been made through this Plan for purposes of the comparable contribution rules applicable under Code Section 223 and the nondiscrimination requirements applicable to this Plan, if specified in the Plan Information Appendix. If specified in the Plan Information Appendix, only Participants who are enrolled in the high deductible health plan sponsored by the Employer, or a Participant who is enrolled in the ICHRA sponsored by the Employer and has an HSA-qualified high deductible individual health plan policy, are eligible for such contributions.

Contributions to Health Savings Account are limited as provided in Code Section 223. The documents governing the Health Savings Account, including the trust or custodial agreement, set forth the terms of such account. The Employer may specify the Health Savings Account trustee or custodian to which contributions under the Plan will be contributed. To be eligible to make contributions to a Health Savings Account through this Plan, the Participant must: (1) be covered by a qualifying high deductible health plan (as that term is defined in Code Section 223); and (2) not have any other health coverage through the Employer except permitted insurance, or permitted coverage.

**Sec. 4.5 Payment of Premiums and Contributions.** In accordance with a Participant's Election filed during an Election Period, the Employer shall pay the cost of coverage under the Benefit Plan, the Individual Health Coverage and/or the Individual Insurance Contract, if any, and contribute to a Health Savings Account, if specified in the Plan Information Appendix, as designated by the Participant's Election. Nothing in this Plan is intended to require the establishment of a trust.

**Sec. 4.6 Discrimination Prohibited.** The Plan shall be operated in compliance with any applicable Internal Revenue Service regulations regarding discrimination in favor of highly compensated individuals, highly compensated Participants, and key employees including, but not limited to, the provisions of Code Sections 79 and 125 (as applicable). The Plan Administrator reserves the right to change (1) Plan provisions regarding limitations on benefit availability (as they apply to highly compensated Participants and/or key employees) or (2) Elections by highly compensated individuals and/or key employees to the extent such changes are required to avoid such discrimination. If a Participant has already received benefits with respect to credits that are to be reduced pursuant to the previous sentence, such benefits shall be treated as taxable income to the Participant.

**Sec. 4.7 Family and Medical Leave Act.** The Plan shall also provide any continuation of coverage that may be required by the Family and Medical Leave Act of 1993 ("FMLA"), provided the Employer is subject to FMLA. Any continuation of coverage required under the FMLA shall be provided in accordance with the Employer's FMLA policy, which is hereby incorporated by reference.

## ARTICLE V

### PLAN ADMINISTRATION

**Sec. 5.1 Duties of the Plan Administrator.** The Plan shall be administered and interpreted by the Plan Administrator. In carrying out its Plan responsibilities, the Plan Administrator shall have full discretionary authority to make any and all factual determinations necessary to determine eligibility for benefits or the amount of any benefits and full discretionary authority to construe the terms of the Plan. It is intended that the Plan Administrator have discretion to the fullest extent permitted by law and that the Plan Administrator's exercise of its discretion be given deference to the greatest extent allowed under the law. This discretion includes, but is not limited to, the authority to adopt any rules, regulations, forms, or computations that the Plan Administrator deems necessary to administer the Plan. The Plan Administrator may delegate its duties to one or more officers or employees of the Employer, or to individuals or entities independent of the Employer.

**Sec. 5.2 Liability of Administrative Personnel.** Neither the Plan Administrator nor any of its employees shall be liable for any loss due to an error or omission in the administration of the Plan unless the loss is due to gross negligence or willful misconduct of the party to be charged or is due to the failure of the party to be charged to exercise a fiduciary responsibility with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character with like aims.

**Sec. 5.3 Plan Not a Contract of Employment.** The Plan is not an employment agreement and does not assure the continued employment of any employee or Participant for any time or period.

**Sec. 5.4 Plan Benefits are Unsecured.** No Participant shall, by virtue of the Plan, have any interest in any specific asset or assets of the Employer. A Participant has only an unsecured contract right to receive payments in accordance with the Plan.

**Sec. 5.5 Plan Benefits May Not Be Assigned.** No Participant may assign, pledge, or otherwise dispose of any benefit under the Plan prior to actual receipt thereof, unless a Benefit Plan specifically allows such assignment.

**Sec. 5.6 Tax Consequences.** The Employer does not make any representation or guarantee to any Participant or dependent that any amounts deducted from a Participant's pay or benefits paid under this Plan will be excludable from the Participant's gross income for federal or state income or other tax purposes, or that any particular federal or state treatment will apply to the Participant. Each Participant is solely responsible for determining whether payments under this Plan are excludable from the Participant's gross income for federal and state income tax purposes, and shall notify the Employer if the Participant has reason to believe that any such payment is not excludable.

**Sec. 5.7 Indemnification of the Employer by Participants.** If a Participant receives any payment under this Plan that is not excludable from gross income for tax purposes, the Participant shall reimburse the Employer for any liability it may incur due to failure to withhold federal or state income taxes or FICA taxes from such payment, but not to exceed the amount of taxes the Participant would have owed if this Plan did not exist.

**Sec. 5.8 Insurance Company Refunds.** If the Benefit Plan is subject to ERISA, any refund provided to the Employer by an insurance company that has issued an insurance contract for any Benefit Plan will be allocated as provided herein. The refund will constitute plan assets only to the extent required by applicable law. The refund will be allocated between the Employer and the Participants of the Benefit Plan in accordance with the then prevailing United States Department of Labor (DOL) guidance. The portion of the refund allocated to Participants will be (i) used solely for the benefit of the Participants participating in the component with respect to which the refund was provided, and (ii) returned to such Participants in a manner allowed by applicable law (e.g., to provide a refund of Participant premiums, a premium holiday, an increase in benefits, etc.), as determined by the Plan Administrator in its sole discretion. The portion of the refund allocated to Participants will be returned to the Participants no later than three (3) months following the date on which the Employer receives such refund from the insurance company.

**ARTICLE VI**

**AMENDMENT AND TERMINATION**

**Sec. 6.1 Amendment and Termination.** The Employer, or its authorized representative, may amend or terminate this Plan at any time by action of its governing body. Such amendment or termination shall be made in writing. Such amendment or termination shall not affect any right to benefits that accrued prior to such amendment.

IN WITNESS WHEREOF, the Employer, through its duly authorized officer, hereby executes

- the Plan
- the amendment and restatement of the Plan

as set forth herein this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, effective as of the date specified herein.

Employer

By: \_\_\_\_\_

Its: \_\_\_\_\_

## APPENDIX A

### INDIVIDUAL HEALTH PREMIUM PAYMENT FEATURE

**A-1 Purpose.** This Appendix A constitutes a separate written plan for purposes of Sections 105 and 106 of the Code. Its purpose is to provide the opportunity for pre-tax payment of Premiums for Individual Health Coverage under this Plan.

**A-2 Definitions.** The following defined terms are used in this Appendix A:

- (a) “Dependent” means an individual who qualifies as a “dependent” under the terms and conditions of the Individual Health Coverage.
- (b) “Premium” means the amount that must be paid on a periodic basis in return for Individual Health Coverage.
- (c) “Individual Health Coverage” means coverage under an individual insurance policy that is obtained by a Participant from the insurance carrier(s) identified in the Plan Information Appendix with which the Employer has an arrangement to directly pay the premiums for the individual policy. The coverage must also be of the type identified in the Plan Information Appendix. Notwithstanding the foregoing, the following coverages do not constitute Individual Health Coverage: an insurance policy providing benefits that may not be provided by a cafeteria plan under Section 125 of the Code (e.g., deferred compensation); an individual medical insurance policy; and individual coverage issued by a public insurance exchange.
- (d) “Spouse” means an individual who is (1) legally married to a Participant (under applicable state law), and (2) treated as a “spouse” under the applicable section of the Code.
- (e) “Tax Dependent” means an individual (other than the Participant and the Participant’s Spouse) with respect to whom amounts expended for medical care are excluded from the Participant’s gross income under Section 105(b) of the Code, as amended.

**A-3 Benefits.** A Participant is entitled to pay Premiums incurred during the Plan Year on a pre-tax basis, subject to the following:

- (a) The Participant shall secure the Individual Health Coverage from the issuer of the coverage (e.g., the insurance carrier). Coverage shall begin, benefits shall be provided, and coverage shall terminate in accordance with the insurance policy governing the Individual Health Coverage. The Individual Health Coverage may include coverage for the Participant’s Spouse and Dependents, in addition to the Participant. To the extent a person covered through the Participant is not a Spouse or Tax Dependent of the Participant, the value of the coverage provided to such person(s) shall be included in the Participant’s income as the coverage is provided.
- (b) A Premium that qualifies as a medical expense under Section 213(d) of the Internal Revenue Code will be treated as having been incurred by a Participant on (i) the first day of the coverage period under the Individual Health Coverage to which the Premium applies and (ii) the date on which the Premium is paid. Contributions made in one Plan

Year may be used to pay a Premium incurred in that Plan Year regardless of when the coverage is provided.

- (c) The amount of Premiums paid under the Individual Health Premium Payment Feature during a particular Plan Year shall not exceed the amount of the Participant's salary reduction contributions made pursuant to Sec. 4.1.
- (d) The Employer shall pay the Premiums directly to the insurance carrier on an automatic basis in accordance with the rules contained in the Code and the regulations issued thereunder.
- (e) It is intended that the Premiums paid by the Participant through this portion of the Plan shall be excluded from the Participant's gross income under Sections 106 and 105 of the Code. It is also intended that any benefits received under the Individual Health Coverage shall be excluded from the recipient's gross income to the extent permitted under Section 105(b) of the Code. With respect to coverage that covers a Dependent other than the Participant's Spouse or Tax Dependent, it is intended that (a) value of the coverage be imputed as taxable income to the Participant, and (b) the value of any benefits received as a result of such coverage be excluded from the recipient's gross income to the extent permitted under Section 104(a)(3) of the Code.
- (f) Notwithstanding anything in the Plan to the contrary, the Plan and the Employer shall comply with the following requirements with respect to the Individual Health Premium Payment Feature to the extent required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"):
  - (1) Permitted Uses and Disclosures. In accordance with HIPAA and the applicable regulations issued and effective thereunder (the "HIPAA Privacy Rules"), the Plan may disclose Protected Health Information ("PHI") (as defined in 45 C.F.R. Section 160.103) to the Employer in order for the Employer to carry out Plan administration functions that the Employer performs consistent with the provisions of subsections (2), (3), and (4) below. The Plan may not:
    - (i) Disclose or permit an insurance company, insurance service, insurance organization, or HMO to disclose PHI to the Employer unless the HIPAA Privacy notice contains a statement describing such disclosure.
    - (ii) Disclose PHI to the Employer for the purpose of employment-related actions or decisions or in connection with any other benefit or employee benefit plan of the Employer, unless otherwise authorized by the individual who is the subject of the PHI or required by the HIPAA Privacy Rules.
  - (2) Conditions of Disclosure. The Plan may disclose PHI to the Employer as described in subsection (a) only upon receipt of a certification by the Employer that the Plan has been amended to incorporate the following provisions and only if the Employer agrees to:
    - (i) Not use or further disclose the PHI other than as permitted or required by the Plan's controlling documents or as required by law.

- (ii) Ensure that any agents, including a subcontractor, to whom it provides PHI shall agree to the same restrictions and conditions that apply to the Employer with respect to such PHI.
  - (iii) Not use or disclose the PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer.
  - (iv) Report to the Plan any use or disclosure of the PHI that is inconsistent with the uses or disclosures provided herein, if and when the Employer becomes aware of such inconsistent use or disclosure.
  - (v) Authorize the Plan to make PHI available to individuals, in accordance with HIPAA Privacy Rules and consistent with the HIPAA Privacy policy applicable to the Plan.
  - (vi) Authorize the Plan to make PHI available to individuals for amendment and to incorporate into PHI any such amendments, in accordance with the HIPAA Privacy Rules and consistent with the HIPAA Privacy policy applicable to the Plan.
  - (vii) Authorize the Plan to make available the information required to provide an accounting of disclosures, in accordance with the HIPAA Privacy Rules and consistent with HIPAA Privacy policy applicable to the Plan.
  - (viii) Make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services for purposes of determining the Plan's compliance with the HIPAA Privacy Rules.
  - (ix) If feasible, return or destroy all PHI that the Employer received from the Plan and which the Employer no longer needs for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, the Employer shall limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible.
  - (x) Ensure that the adequate separations described in subsection (c) below are established.
- (3) Adequate Separations. The Employer shall ensure that the following adequate separations are established between the Plan and the Employer:
- (i) Only the privacy officer and other persons under the control of the Employer and specifically designated by the Employer shall be given access to PHI related to the Plan.
  - (ii) Access to and use of PHI by the individuals identified in (i) above shall be restricted to the Plan administration functions that the Employer performs for the Plan.
  - (iii) Non-compliance by the individuals identified in (i) above shall be resolved by applying the disciplinary measures specified in the Plan's HIPAA Privacy sanctions procedures.

- (4) Security of Electronic Protected Health Information. In accordance with the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Sections 160 and 164, the Employer agrees to reasonably and appropriately safeguard Electronic Protected Health Care Information (“EPHI”) (as defined in 45 C.F.R. Section 160.103) created, received, maintained or transmitted to or by the Employer on behalf of the Plan and shall:
- (i) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains or transmits on behalf of the Plan.
  - (ii) Ensure that the separations described in subsection (c) above are supported by reasonable and appropriate security measures.
  - (iii) Ensure that any agent, including a subcontractor, to whom it provides EPHI agrees to implement reasonable and appropriate security measures to protect EPHI.
  - (iv) Report to the Plan any security incident of which it becomes aware.

## APPENDIX B

### ICHRA REMAINDER FEATURE

B-1 **Purpose.** The purpose of this Appendix is to provide Participants an opportunity to make pre-tax payments for the portion of the cost of individual coverage provided through the Employer-sponsored Individual Coverage Health Reimbursement Arrangement (“ICHRA”) but not paid through the ICHRA (the “Remainder”) in accordance with the final rules regarding Health Reimbursement Arrangements and Other Account-Based Group Health Plans at 26 C.F.R. Parts 1 and 54. Except as specifically described in this Appendix, the definitions and general rules regarding Plan operation (e.g., elections, change in elections, etc.) apply. This Appendix addresses only the Remainder (i.e., the portion of the Individual Insurance Contract not paid in full through the ICHRA).

B-2 **Definitions.** The following defined terms are used in this Appendix E:

- (a) “Dependent” means an individual (e.g., Spouse, child, domestic partner, etc.) who qualifies as a “dependent” under the terms and conditions of the ICHRA.
- (b) “Exchange” means the State and/or Federally operated marketplace through which individuals may purchase individual coverage and, if eligible, receive a subsidy towards the cost of that coverage.
- (c) “Individual Coverage Health Reimbursement Arrangement” (“ICHRA”) means a health reimbursement arrangement (“HRA”) sponsored by the Employer that has as an eligible expense, the premium cost for an Individual Insurance Contract, as permitted and described in Code Section 213(d) and the final rules regarding Health Reimbursement Arrangements and Other Account-Based Group Health Plans at 26 C.F.R. Parts 1 and 54. The ICHRA is a separate employee benefit plan that is not part of this Plan. The ICHRA Remainder Feature under this Plan is the Participant’s ability to pay the Remainder on a pre-tax basis.
- (d) “Individual Insurance Contract” means the insurance contract secured from an insurance carrier authorized to do business in the state in which such contract is issued, obtained by the Participant for purposes of participating in the ICHRA. Individual Insurance Contract does not include individual insurance contracts obtained through the Exchange.
- (e) “Insurance Premiums” means the amount that must be paid on a periodic basis in return for coverage under the Individual Insurance Contract.
- (f) “Remainder” means the portion of the Insurance Premium for the Individual Insurance Contract that is part of the ICHRA not paid through the ICHRA.

B-3 **Benefits.**

- (a) The Plan Administrator shall make payment of the Remainder on behalf of the Participant such that the Remainder paid under this Plan together with the payment made under the ICHRA cover the cost of the Individual Insurance Contract. Payments under this Appendix shall be made from Employer Contributions, if any, provided by the Employer under this Plan and contributions made in accordance with the salary reduction arrangement and other arrangements applicable to the Participant under the terms of this Plan. The Plan Administrator shall also make such payments of the Remainder on behalf of the Participant’s Dependents covered through the ICHRA.

- (b) Notwithstanding any provision of this Plan to the contrary, the Plan shall recognize medical child support orders regarding payment of the Remainder to the extent required by applicable law.
- (c) This Appendix shall comply with the Privacy Rules and Security Rules under HIPAA (if applicable).

**PLAN INFORMATION APPENDIX**

This document is the Plan Information Appendix referred to in the Premium Conversion Plan Master Plan Document and Summary Description. This document plus the Premium Conversion Plan Master Plan Document and its appendices are intended to constitute the Plan document for the Plan identified below. This document and the Premium Conversion Plan Summary Description are intended to constitute the Summary Description for the Plan identified below.

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**Name of Plan:** The name of the Plan is the City of Loretto Premium Conversion Plan.  
**[Plan – Sec. 1.1]**

[SD]

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**Effective Date:** The “Effective Date” of the Plan is: January 1, 2026.  
**[Plan – Sec. 1.3]**

[SD]

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**Rules of Construction:** The Plan shall be administered and construed according to the laws of the state of Minnesota, to the extent that such laws are not preempted by the laws of the United States of America.  
**[Plan – Sec. 1.4]**

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**Entry Date:** With respect to an individual who becomes a Qualified Employee with the Employer during the Plan Year, the individual will be eligible to participate in the Plan on the first day of the month following 90 days of employment.  
**[Plan – Sec. 2.4(b)(1)]**

[SD]

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**Employer:** The “Employer” is City of Loretto.  
**[Plan – Sec. 2.5]**

[SD]

The Employer is a

- C Corporation.
- S Corporation.
- Nonprofit Corporation.
- Partnership.
- Limited Liability Company.
- Governmental Entity.
- Church.
- Other:

---

**Contact Information for Plan Sponsor and Plan Administrator:** The Employer is the Plan Sponsor and Plan Administrator. The address for the Plan Sponsor and the Plan Administrator is:

[SD]

279 N Medina St Ste 260  
PO Box 207  
Loretto, MN 55357-4000

The phone number for the Plan Sponsor and the Plan Administrator is: 763-479-4305.

<b>Participating Employer:</b> [Plan – Sec. 2.8]	In addition to the Employer, the Participating Employers are the following affiliated employers: There are no Participating Employers.
[SD]	
<b>Plan Year:</b> [Plan – Sec. 2.10]	The Plan Year is the 12-consecutive month period commencing on January 1st.
[SD – Covered Positions]	<p>Check each that applies:</p> <p><input type="checkbox"/> The first Plan Year is a short Plan Year that began on the Effective Date and ended (<i>month, day, year</i>).</p> <p><input type="checkbox"/> The Plan Year has been amended. The last Plan Year before the amendment ended (<i>month, day, year</i>), and the short Plan Year resulting from the amendment began the next day and ended (<i>month, day, year</i>).</p>
<b>Qualified Employee:</b> [Plan – Sec. 2.11]	A Qualified Employee is regularly scheduled to work 30 or more hours per week.
[SD]	<p>A Qualified Employee does not include (check the applicable boxes):</p> <p><input type="checkbox"/> N/A – No exclusions apply.</p> <p><input type="checkbox"/> A salaried employee.</p> <p><input type="checkbox"/> An hourly-wage employee.</p> <p><input type="checkbox"/> An employee paid primarily on a commission basis.</p> <p><input type="checkbox"/> Any employee who owns more than 2% of the S-corporation (including spouses, children, grandchildren and parents of 2% or more owners).</p> <p><input type="checkbox"/> Any person who is a general partner in a general partnership or a general partner in a limited partnership.</p> <p><input type="checkbox"/> Any owner of an LLC if the LLC is taxed like a partnership or an S-corporation.</p> <p><input type="checkbox"/> A union employee covered under a collective bargaining agreement.</p> <p><input type="checkbox"/> An employee in any of the following units or locations:</p> <p><input checked="" type="checkbox"/> Temporary or Seasonal employees.</p>

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**Employer Credits:**  
**[Plan – Sec. 4.2(a)]**

[SD]

The Employer . . .

- will not  
 will . . .

grant credits to each Participant for purposes of selecting among the benefits available under the Plan.

Complete the next question only if “will” is selected.

The Employer may grant a credit to each Participant for purposes of selecting among the benefits available under the Plan on (*check the applicable box*):

- The first day of the pay period.  
 The first day of the Plan Year.  
 The first day of each quarter.  
 Other: \_\_\_\_\_.

The use of the Employer credits shall be subject to the following restrictions: \_\_\_\_\_.

---

**Opt Out Payments:**  
**[Plan – Sec. 4.2(b)]**

[SPD]

The Employer . . .

- will not  
 will . . .

make opt out payments under the Plan.

Complete the next question only if “will” is selected.

The opt out payments will be made only to Participants who satisfy the following conditions: \_\_\_\_\_.

The opt out payments will be paid (*check the applicable box*):

- In equal monthly installments.  
 In equal monthly installments each payroll.  
 Other: \_\_\_\_\_.
-

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**Election**  
[Plan – Sec. 2.3(c)]      The Employer will make the following contributions to Health Savings Accounts:

**Election Period**  
[Plan – Sec. 2.4]       N/A – Health Savings Account contributions are not included in the Plan.

**Participation**  
[Plan – Sec. 3.1]       Pre-tax salary reduction contributions.  
 Employer flex credit contributions.  
 Non-elective Employer contributions.

**Contributions to Health Savings Account:**  
[Plan – Sec. 4.4]      Such contributions are available for:

**Payment of Premiums and Contributions:**  
[Plan – Sec. 4.5]       Any Participant who is eligible to receive contributions to a Health Savings Account.

[SD]       Participants who are enrolled in the high deductible health plan sponsored by the Employer and are eligible to receive contributions to a Health Savings Account.

Participants who are enrolled in the ICHRA sponsored by the Employer and have an HSA qualified high deductible individual health plan policy and are eligible to receive contributions to a Health Savings Account.

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**Benefit Plan Premiums:**  
[Plan – Sec. 2.1]      Premiums for the following Benefit Plans may be paid on a pre-tax basis under the Plan (*check each that applies*).

[SD]       group medical coverage  
 group dental coverage  
 group vision coverage  
 group term life insurance

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**Election**  
[Plan – Sec. 2.3(b)]      The Individual Health Premium Payment Feature

[SD]       is  
 is not . . .

included in the Plan.

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**Election [Plan – Sec. 2.3(d)]**      The ICHRA Remainder Feature

[SPD]       is  
 is not . . .

included in the Plan.

<b>Individual Health Premium Payment Feature</b> <b>[Plan – Appendix A-2(c)]</b>	Individual Health Coverage includes the following types of coverage:
[SD]	<input type="checkbox"/> N/A – the Individual Health Premium Payment Feature is not included in the Plan. <input type="checkbox"/> dental coverage <input type="checkbox"/> vision coverage <input checked="" type="checkbox"/> specialty health coverage, including hospital and fixed indemnity coverage, specific disease or illness coverage, cancer coverage, organ transplant coverage, etc. <input type="checkbox"/> Other:
<b>Individual Health Premium Payment Feature</b> <b>[Plan – Appendix A-2(c)]</b>	Individual Health Coverage is available only from the following carrier(s) with which the Employer has an arrangement to directly pay the premiums for the individual policy:
[SD]	<input type="checkbox"/> N/A – the Individual Health Premium Payment Feature is not included in the Plan. <input checked="" type="checkbox"/> AFLAC <input type="checkbox"/> Colonial <input type="checkbox"/> Assurant <input type="checkbox"/> Other:
<b>Annual Election Period:</b>	The “Annual Election Period” for each year is the calendar month preceding the initial effective date of the Plan and the month of December thereafter.
[SD]	
<b>Employer Identification No.</b>	The Employer’s Federal Employer Identification Number (assigned by the IRS for tax purposes) is: 41-1384964.
[SD]	

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RESOLUTION 2025-30  
EXHIBIT C

*Consent c.*

## **PREMIUM CONVERSION PLAN**

### *Summary Description*

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## About the Plan (con't)

### Overview

This booklet and the Plan Information Appendix (“Appendix” together form the Summary Plan Description for the premium conversion plan specified in the Appendix (the “Plan”) as in effect on the date specified in the Appendix. The Employer named in the Appendix (the “Employer”) sponsors this Plan for its eligible employees.

If you choose to participate in the Plan, any portion of the premiums for the group coverages specified in the Plan Information Appendix that are not paid by the Employer will be paid with “pre-tax” dollars, unless you have signed a waiver instructing us to deduct these premiums on an after-tax basis. In addition, the Plan allows you to use “pre-tax” dollars to acquire the following types of benefits:

- If the Plan Information Appendix specifies, and you are otherwise eligible, you can elect to contribute pre-tax dollars to an HSA. The Employer will then forward these pre-tax dollars to the trustee or custodian chosen to provide the HSA.
- If the Plan Information Appendix specifies that the Individual Premium Payment Feature is included, the premiums for certain individual insurance policies will be paid through the Plan with pre-tax dollars, unless you have signed a waiver instructing us to deduct these premiums on an after-tax basis.
- If the Appendix specifies, you can elect to contribute pre-tax dollars to the “remainder” (if any) of the premiums for a qualifying non-government exchange individual health insurance coverage that is integrated with and partially funded through the Employer sponsored Individual Coverage Health Reimbursement Arrangement (“ICHRA”).

### The benefits of using “pre-tax” dollars

The advantage of using the Plan to pay your share of the premiums is that your contributions to the Plan are typically taken out of your paycheck **before** FICA, federal or state income taxes are calculated, which means you pay less in taxes. If you make pre-tax contributions to an HSA, if available, those contributions are also taken out of your paycheck before FICA and federal income taxes are calculated. Pre-tax contributions to an HSA, however, may be subject to income tax in some states, and you should consult your tax advisor for more information on the state taxation of HSA contributions. Reimbursements paid to you from your HSA are also eligible for special tax treatment, as specified in the documents governing your HSA.

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Social Security Benefits: Because the contributions you make to this Plan are not taxed as wages for Social Security purposes, your ultimate Social Security benefits might be somewhat less than they could have been. This depends on many things, including your earnings history, whether you are above or below the Social Security “wage base”, and what happens to the Social Security laws between now and when you retire.

Group Term Life Coverage: If the face amount of the group term life insurance contract(s) on your life exceed \$50,000 and the cost of such coverage is paid by the Employer, the value of the coverage in excess of \$50,000 will be imputed in your income in accordance with Section 79 of the Internal Revenue Code and the regulations thereunder. For purposes of this limitation, if group term life premiums are specified in the Appendix and you pay the cost of coverage on a pre-tax basis through this Plan, that coverage is considered “paid by the Employer.”

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## ***About the Plan (con't)***

Coverage for Non-Tax Dependents: If you pay premiums through the Plan and have enrolled an individual in the coverage who is not your spouse or tax dependent, the fair market value of the coverage for such individual shall be imputed in your income as the coverage is provided. This imputation of income shall occur regardless of whether the cost of coverage is paid by salary reduction or allocation of available Employer credits. In the alternative, if you have enrolled such an individual in the coverage, the Plan Administrator may require you to pay the cost of coverage for which you are responsible on an after-tax basis up to the amount of the fair market value of the coverage provided to such individual. To the extent the cost of coverage for which you are responsible exceeds that fair market value, the remaining cost of coverage may be paid pre-tax through this Plan. To the extent the cost of coverage for which you are responsible is less than that fair market value, the excess of the fair market value over the after-tax payments will be imputed in your income as the coverage is provided.

For purpose of this Plan, the term “spouse” means an individual to whom you are legally married (under applicable state law), and who is treated as your “spouse” under the Internal Revenue Code.

For purpose of this Plan, the term “tax dependent” means an individual who satisfies the requirements of paragraph (a), (b) or (c) below:

**Note:** The definition “tax dependent” is different than the definition applicable under the Internal Revenue Code for purposes of identifying who you may claim as an exemption on your federal income tax return. Additional special rules apply in some cases. For additional information, please contact the Plan Administrator or your tax advisor.

- (a) An individual who:
  - (1) is your child (son, daughter, stepson, stepdaughter, adopted child, eligible foster child, or child placed for adoption); and
  - (2) will not attain age 27 during the relevant calendar year.
  
- (b) An individual who:
  - (1) is your child (son, daughter, stepson, stepdaughter, adopted child, eligible foster child, or child placed for adoption), brother, sister, stepbrother, or stepsister, or a descendant of any such person;
  - (2) has the same principal place of abode as you for at least one-half of the relevant year;
  - (3) will not attain age 19 (or age 24 if a full time student) during the relevant year or is permanently and totally disabled;
  - (4) did not provide over half of his/her own support during the relevant year;
  - (5) is a citizen, national, or resident of the United States, or a resident of Canada or Mexico;
  - (6) is younger than you; and
  - (7) does not file a joint tax return with his or her spouse.
  
- (c) An individual who:
  - (1) is your child (or a descendant of a child), brother, sister, stepbrother, or stepsister, parent (or a parent’s ancestor), stepparent, brother or sister’s son or daughter, parent’s brother or sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, or sister-in-law or, if not such a relative, an individual who has the same principal place of abode as you and is a member of your household;
  - (2) has received more than one-half of his/her support from you during the relevant year;
  - (3) is not your qualifying child or the qualifying child of anyone else (i.e., does not satisfy the requirements of paragraph (a) above with respect to any person); and
  - (4) is a citizen, national, or resident of the United States, or a resident of Canada or Mexico.

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## ***About this Booklet***

This booklet is a summary of the Plan. It describes the Plan provisions as in effect on the date specified in the Appendix.

Some rules were different in prior years. The rules may change again in the future.

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### **It's only a summary**

We have tried to include the information that we think is necessary for an understanding of how the Plan works. It is important to remember, however, that this booklet is only intended to be a summary and therefore provides only generalized information. A summary cannot deal with every conceivable set of circumstances.

The Plan has been established under a detailed legal document which controls the rights of participants. If this summary is inconsistent with that document in any way, the legal document will nevertheless control. Copies of the Plan document are available for your review.

If HSA contributions are a benefit available under the Plan, this booklet is not intended to describe all of the complex rules which apply to HSAs. For more information on HSAs, refer to the documents governing those accounts.

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### **Read the entire booklet**

It is important that you read the entire booklet. Reading only portions can be confusing and misleading.

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### **Legal requirements**

The Plan has been designed to comply with current federal laws and regulations covering cafeteria plans. Congress or the IRS may make further changes in the future. The Plan, of course, must comply with any changes that occur.

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## ***Eligibility***

### **Entering the Plan**

In general, you are eligible to participate in the Plan on the entry date specified in the Appendix, provided you have submitted any required election as described below.

New Hires: If the entry date specified in the Appendix is the date you are hired, you will be eligible to participate in the Plan retroactively to the date of hire if your election is made within 30 days of your hire date. In such case, salary reduction contributions to pay for coverage during the period preceding the date of your election to participate shall be taken prospectively from compensation paid following the election.

---

### **Covered positions**

You are in a covered position if you meet the eligibility requirements for qualified employees, as specified in the Appendix.

Any individual who is classified by the Employer as an independent contractor (or as working in any other non-employee position) is not in a covered position, regardless of the correct legal status of the individual. The Plan also excludes persons classified by the Employer as leased employees, persons employed outside of the United States, certain non-resident aliens, self-employed individuals, and certain business owners (including sole proprietors, partners, more-than-2% shareholders of an S corporation (and certain members of such owners' families), and members of an limited liability company that is taxed like a partnership).

The eligibility of any employees who become part of a collective bargaining unit would be subject to negotiations with the representative of that unit. Such persons would not be in a covered position unless the collective bargaining agreement specifically so provides.

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## ***Eligibility (con't)***

### **Eligibility to contribute to a Health Savings Account**

If specified in the Appendix, you will be able to make salary reduction contributions to a Health Savings Account (“HSA”) through this Plan, and/or your Employer may contribute to an HSA on your behalf, if you (1) are enrolled in a qualifying high deductible health plan and (2) you do not have any other health coverage through your Employer unless that coverage constitutes permitted insurance or permitted coverage under the HSA rules. Furthermore, if specified in the Appendix, you must be enrolled in the high deductible health plan sponsored by the Employer or participate in the ICHRA sponsored by the Employer and have an HSA qualified high deductible individual health plan policy, in order to make contributions to your HSA through this Plan. Whether or not an HSA is made available under this Plan, you can make after-tax contributions to an HSA of your choice, assuming you meet the eligibility requirements. Consult your tax advisor for more information.

Note: Satisfying the requirements described above to be eligible to make contributions to an HSA through this Plan does not necessarily mean you are eligible to make or receive HSA contributions. There are other factors outside the scope of your Employer’s knowledge that impact eligibility, including health coverage obtained through other sources and being claimed as a dependent on another person’s income tax return. For example, if your spouse participates in a standard health flexible spending account through his/her employer, you are ineligible to make or receive contributions to an HSA. You are also ineligible if you are enrolled in Medicare.

Your Employer will only confirm that you have satisfied the eligibility requirements for making HSA contributions through this Plan. You are responsible for determining whether you have satisfied all of the HSA eligibility requirements. You are also responsible for any the tax consequences in the event you make HSA contributions in excess of the maximum imposed on HSA contributions under the Internal Revenue Code. Consult your tax advisor for more information.

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## ***Your Plan Elections***

### **Elections**

During each election period you will have the following elections, to the extent the benefits described below are available under the Plan as specified in the Appendix:

- First, you automatically elect to use pre-tax dollars to pay your share of the premiums for single or family coverage under the plans specified in the Appendix, unless you sign a waiver during the Annual Election Period instructing the Employer to pay the premiums on an after-tax basis.
- Second, if the Plan includes the Individual Premium Payment Feature, you automatically elect to use pre-tax dollars to pay your premiums for the individual policies you purchase, unless you sign a waiver during the Annual Election Period instructing the Employer to pay the premiums on an after-tax basis. The types of individual policies you may purchase through the Plan are specified in the Plan Information Appendix. In addition, you must purchase the policy from an insurance carrier identified in the Plan Information Appendix.
- Third, you can elect to use pre-tax dollars to pay the “remainder” of the premium for a qualifying non-government exchange individual health insurance coverage that is integrated with and partially funded through the Employer sponsored Individual Coverage Health Reimbursement Arrangement (“ICHRA”).
- Fourth, if the Employer permits pre-tax contributions to an HSA through this Plan, as specified in the Appendix, you may also elect to contribute to an HSA on a pre-tax basis. An election to contribute to an HSA does not have to be made in the election period. Rather, you may elect to contribute to an HSA in the month preceding the month that you wish to begin contributing to an HSA (e.g., you should file your HSA election in March if you wish to start contributing to an HSA in April). For more information regarding establishing and making contributions to an HSA, refer to the governing documents for those accounts.

If specified in the Appendix, you may receive an opt out cash payment if are eligible for coverage under the group plan specified in the Appendix and you waive such coverage and satisfy any other conditions specified in the Appendix). Prior to each Plan Year, the Employer will determine the dollar amount of the opt out payments, if any, that it will make available under this Plan during the Plan Year. The dollar amount of the opt out payments may vary for different classes of employees as determined in the sole discretion of the Employer. Such opt out payments will be paid as specified in the Appendix and will not be made after you terminate employment or otherwise cease to be a qualified employee. Opt out payments will be included in your taxable income.

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## ***Your Plan Elections (con't)***

### **Election Periods**

The Plan Year and the "Annual Election Period" for each year are specified in the Appendix. Elections (including an Election to waive participation with respect to premium payments) filed during the Annual Election Period apply to all paychecks issued during the subsequent Plan Year.

The Plan also has several "Special Election Periods:"

- If you become eligible to participate in the Plan in the middle of the year, the 30-day period preceding or, if the entry date is the date of hire, following your entry date (as specified in the Appendix) is a Special Election Period for all of your elections.
- If you meet the requirements for changing one or more of your elections during the Plan Year, the 30-day period immediately thereafter is a Special Election Period. (See pages 9-13.)

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### **Elections are generally irrevocable during the year**

Once you have made your elections to pay premiums using pre-tax dollars during the Annual Election Period, you **cannot change or revoke** your elections for the remainder of the year except in very limited circumstances. (See pages 9-13.) (Elections to contribute to an HSA, if available under the Plan, are generally revocable, as explained below.) Unless you fit those limited circumstances and make a new election, your pre-tax premium payments will be deducted from your pay for the entire year (even if you decide to drop the coverage in the middle of the year).

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### **Employer credits**

If specified in the Appendix, each Plan Year, the Employer may grant a credit to you for purposes of selecting among the benefits available under the Plan. Prior to each Plan Year, the Employer will decide whether to make such a contribution for the next year. If the Employer decides to make a contribution, the amount of such contribution will first be used to pay your premiums. The remaining balance will then be allocated to your HSA (if available), as specified in your election. If credits remain after allocation to your HSA, the balance will be paid to you in cash unless otherwise provided in, and, subject to any restrictions specified in the Appendix.

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### **Employer contributions to HSA**

If specified in the Appendix, the Employer may make contributions to an HSA on your behalf, through this Plan. Such contributions will be forwarded to the trustee or custodian providing the HSA. If specified in the Appendix, you must be enrolled in the high deductible health plan sponsored by the Employer or participate in the ICHRA sponsored by the Employer and have an HSA qualified high deductible individual health plan in order to receive Employer contributions to your HSA.

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## ***Changing Your Elections***

### **General rules**

Once you make your elections for the year, they generally cannot be changed until the next Annual Election Period (with the exception of HSA elections, as explained on page 13). However, discussed below are several specific situations in which you are allowed to change some or all of your elections during the Plan Year.

Note: This section addresses whether you can change your elections under this Plan. If you are paying health plan premiums (e.g., medical premiums, dental premiums) through this Plan, whether you can change your coverage under the underlying health plan is determined under the terms of the applicable plan. See the separate booklet(s) describing our health care benefit program(s).

If one of these situations applies, you must make a new election within 30 days after the date of the event which permits the change and you must submit any information the Plan Administration may need to confirm that your requested election change is allowed under this Plan.

If the Plan Administrator determines before or during any Plan Year the Premium Conversion Plan may fail to satisfy any nondiscrimination requirement imposed by the Internal Revenue Code or other applicable law, the Plan Administrator may take such action as the Plan Administrator deems appropriate, under rules uniformly applicable to similarly situated Participants, to further compliance with such requirements or limitation. Such action may include, without limitation, a modification of your election downward with or without your consent or a recharacterization of benefits received under the Plan as taxable income.

In applying the following rules, except as otherwise provided below, the terms “spouse” and “dependents” have the same meanings as the definitions of “spouse” and “tax dependent” described in the *About the Plan* section above.

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## Changing Your Elections (con't)

### Changes in status

Different Personal Circumstances. The following events that occur during the Plan Year are changes in status that allow you to change any of your elections for the remainder of the year, provided your change is on account of and consistent with the event:

- A change in your legal marital status—this includes marriage, divorce, legal separation or annulment, or the death of your spouse.
- A change in the number of your dependents—this includes birth, adoption, placement for adoption, or the death of a dependent.
- A change in employment or terms of employment by you, your spouse, or your dependents. This includes beginning or ending a job, changing job classifications, or changing other terms of employment. This also includes a switch between full-time and part-time employment, and a commencement of or return from an unpaid leave of absence.
- Your dependent satisfies or ceases to satisfy the requirements for health care coverage due to a change in age, student status, disability, or any similar circumstance.
- You, your spouse or dependent change your place of residence. (For example, you move out of the service area of an HMO you elected.)

As further described below under *Consistency*, changes are allowed on account of the above-listed events only if the event has an impact upon eligibility for coverage. If there is no gain or loss of eligibility, no election change is allowed. For instance, you could experience a change in employment (e.g., a switch from full-time to part-time) that does not impact your eligibility to participate in the benefits provided through the Plan. In that case, even though a change in status has occurred, no election change will be allowed.

Different Coverage. The following events that occur during the Plan Year are changes in status that allow you to change any of your elections, for the remainder of the year, provided your change is on account of and consistent with the event:

- Your coverage under our health plan[s] is significantly reduced or eliminated.
- A new coverage option is added to this Plan or our health plan[s] or an existing coverage option is significantly improved.
- Your spouse's or dependent's Employer's cafeteria plan, or health plan permits a change in elections due to a change in status event, general enrollment period, or other coverage change at a time that is different from this Plan's Annual Election Period and your spouse or dependent elects a change in coverage.

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## ***Changing Your Elections (con't)***

Other Events. The following events that occur during the Plan Year are changes in status that allow you to change your health plan premium elections for the remainder of the year, provided your change is on account of and consistent with the event:

- A medical child support order is issued with respect to one or more of your children (including foster children) that either requires you to purchase coverage for one or more of your children who you didn't previously cover or requires another individual to purchase coverage you were previously providing and that coverage is in fact provided.
- You, your spouse or your dependent becomes entitled to or loses eligibility for Medicare or Medicaid.
- You, your spouse or your dependent loses group health coverage sponsored by a governmental or educational institution.
- You take leave under the Family and Medical Leave Act and change your health plan premium election as provided by that Act.

Medical Plan Premium Elections Only. The following events that occur during the Plan Year are changes in status that allow you to change your medical plan premium elections for the remainder of the year (regardless of whether the consistency rules are satisfied):

- Based upon your prior employment status, you were reasonably expected to average at least thirty (30) hours of service per week and you experience a change in employment status such that after that change you will reasonably be expected to average less than thirty (30) hours of service per week (but you nevertheless will remain eligible for group medical coverage). In that situation, you may revoke your medical plan premium election if you cancel your group medical coverage (in accordance with the requirements of that plan), you and any related individuals who were also enrolled in the group medical coverage enroll in (or intend to enroll in) other medical coverage that provides minimum essential coverage, and your new coverage will be effective no later than the first day of the second month following the month in which your group medical coverage under the Employer's plan ends.

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## ***Changing Your Elections (con't)***

### **Change in Status (con't)**

- You are eligible to enroll in a qualified health plan through the Marketplace (i.e., a public exchange) via a special enrollment period (in accordance with the Marketplace's enrollment rules) or you seek to enroll in a qualified health plan through the Marketplace during the Marketplace's annual open enrollment period. In that situation, you may revoke your medical plan premium election if you cancel your group medical coverage (in accordance with the requirements of that plan), you and any related individuals who were also enrolled in the group medical coverage enroll in a qualified health plan through the Marketplace, and your Marketplace coverage will be effective no later than the day immediately following the last day for which the Employer's group medical coverage was effective (i.e., you will not have a break in coverage).

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### **Consistency**

A change in status does not allow you to make any new election you desire. On the contrary, the change in your election(s) must be on account of and consistent with the change in status. In addition, changes in your elections must relate to a loss or gain in eligibility for coverage under this Plan, one of our health plans, or the cafeteria or health plan of your spouse's or dependent's Employer.

For example, if you and your spouse divorce, it would be consistent with your spouse's loss of eligibility for coverage for you to reduce your premium payment to reflect the change. However, it would not be consistent to eliminate premium payments for coverage of yourself or for other family members under our health plan (unless a medical child support order requires someone else to cover them and that coverage is in fact provided).

Effective Date of Elections. If elections are changed because of birth, adoption, or placement for adoption, the changes are effective as of the date of the event. In all other cases, the changes are effective as of the date of the election (generally, the date the election form is signed). For the effective dates described in this paragraph to apply, the election must be filed within 30 days of the event.

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### **Premium changes**

If a premium increase or decrease is not significant, the amount of your payroll deduction will be adjusted automatically to cover the change.

If there is a significant increase in the premium, you will be permitted to increase the amount of your contribution to cover the change, cancel your election of that coverage and substitute other similar coverage or, if no similar coverage is available, elect no coverage under the health plan.

If there is a significant decrease in the premium, all employees in covered positions may change their previous election and elect that coverage.

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## ***Changing Your Elections (con't)***

### **Health Savings Accounts**

If you contribute to an HSA through this Plan, the change in status rules do not apply. This is because the eligibility requirements are determined on a monthly, as opposed to a Plan Year, basis. You may start or stop your election to contribute to an HSA or increase or decrease your contribution to the HSA at any time as long as the change is effective prospectively. For example, imagine that in February, you begin contributing \$100 a month to an HSA. In August, you decide that you want to increase your contributions to \$150 a month and you file an election. Your contributions will increase to \$150 a month for the remainder of the calendar year, beginning in September.

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### **Paying for COBRA coverage**

If you, your spouse or your dependent become eligible for COBRA continuation coverage under our health plan(s), you may increase your pre-tax premium payments to pay for the continuation coverage as long as you continue to meet the eligibility requirements under this Plan.

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### **Special enrollment right**

In certain cases, individuals are allowed to enroll in our health plans subject to HIPAA special enrollment at times other than open enrollment. Generally, special enrollment is available upon:

- acquiring a new spouse or dependent,
- losing other group coverage if, when you, your spouse, or your dependents were first eligible for our plans, you declined coverage because you had such other coverage,
- losing coverage under Medicaid or a state children's health insurance program ("SCHIP"), and
- becoming eligible for a subsidy under Medicaid or SCHIP for coverage under the Employer's group health plan.

(Please refer to the plan documentation for the health plan for additional information regarding HIPAA special enrollment, including information regarding the situations in which special enrollment is available and the deadline for requesting special enrollment under that plan.)

If you, your spouse, and/or your dependent actually enroll in our health plans pursuant to HIPAA special enrollment, then you can make a mid-year election to pay the premiums for such coverage on a pre-tax basis.

**Note:** There are two separate steps involved in making an election change under this exception. You must enroll in the health plan within the HIPAA special enrollment time period required under that plan. You must also request a change to your election under this Plan in accordance with the general rules described above.

---

## ***When Your Participation Stops***

If your employment status changes so that you are no longer eligible to participate in the Plan (for example you terminate employment or you are transferred to an ineligible position), all pre-tax premium payments and HSA contributions made through the Plan, if available, will generally stop.

---

### **Health Savings Account**

You are always fully vested in your HSA contributions, if any. If you terminate employment, you will not forfeit your HSA balance. If need be, you can rollover your HSA balance to another HSA when your employment ends. The documents governing the HSA should explain these rules in more detail.

Generally, you may stop contributing to an HSA at any time, even if you don't terminate employment, as long as your election to stop contributions is effective prospectively. In other words, if you want to stop contributing to your HSA in November, you should file an election to stop your contributions in October.

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### **Special election rules if you lose and then regain eligibility**

If you terminate employment or take an unpaid leave of absence during which you cease to be eligible for this Plan and are rehired or return from the leave of absence (as the case may be) in a covered position within 30 days and in the same Plan Year, any election that was in effect prior to your termination will or leave will be reinstated (as determined by the Plan Administrator) and continue in effect until the next Election Period. If you are rehired or return from the leave of absence (as the case may be) in a subsequent Plan Year or more than 30 days following your termination of employment or the start of your leave of absence, you will be treated like a new employee and you will have a new election period. Note, this section does not apply in the case of a leave of absence governed by FMLA.

---

## ***Individual Policy Premiums Payable Under the Individual Health Premium Payment Feature***

**What kind of premiums can be paid through the Individual Health Premium Payment Feature?**

In general, you may pay premiums (on a pre-tax basis) for certain individual insurance policies of the type identified in the Appendix. The individual insurance policy must meet the following requirements:

- (i) You must obtain the individual policy from a carrier with which your Employer has an arrangement to directly pay the premiums for the individual policy (e.g., AFLAC). The specific carrier(s) with which your Employer has such an arrangement is/are identified in the Appendix.
- (ii) The policy must not violate the terms of the Plan and/or the requirements under the Internal Revenue Code. Policies that do not satisfy this condition include, but are not limited to, policies that defer compensation from one year to another year.

Note, under the Individual Health Premium Payment Feature, you will not be reimbursed for premiums. Rather, your Employer will use your pre-tax contributions to make premium payments directly to the insurance carrier.

---

**What kind of premiums can NOT be paid through the Individual Health Premium Payment Feature?**

Premiums for the following individual insurance policies or coverages cannot be paid:

- (i) Premiums for Medicare (e.g., Part B and Part D) and Medicare supplement coverages;
- (ii) Premiums for policies issued by a carrier other than the carrier(s) identified in the Appendix;
- (iii) Premiums for a policy of a type not specified in the Appendix (e.g. medical insurance policies); and
- (iv) Premiums for group coverage provided under another employer's plan (e.g., COBRA continuation coverage, retiree coverage, etc.); and
- (v) Premiums for policies obtained through a public insurance exchange.

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**Who can be covered under the individual policy?**

Generally, the individual policy may cover you and your spouse and/or dependents. For this purpose, the terms "spouse" and "dependents" have the same meanings as the definition of "spouse" and "tax dependent" described in the *About the Plan* section above. If the individual policy covers someone other than you and your spouse and dependents, the value of the coverage provided to such person(s) shall be included in your income as the coverage is provided.

---

**What effect does pre-tax payment have on my medical expense deduction?**

You may not claim a medical expense deduction on your income tax return for premiums that were paid through the Individual Health Premium Payment Feature. Remember, however, that most people do not qualify for the medical expense deduction because their medical expenses do not exceed the required percentage of adjusted gross income.

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## **Health Savings Account**

The summary below provides a basic overview of HSAs. You should refer to the documents governing your HSA for further information.

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### **What is an HSA?**

An HSA is an account, similar to an IRA, to which an individual (or the individual's Employer) can make pre-tax or tax-deductible cash contributions. Contributions to the account may be used to pay for current and future medical expenses.

---

### **Who is eligible to contribute to an HSA?**

You are eligible to contribute to an HSA if you are:

1. Covered by a High Deductible Health Plan ("HDHP");
2. Not covered by other health coverage (other than specific injury coverage and accident, disability, dental care, vision care, or long-term care coverage);
3. Not enrolled in Medicare; and
4. Not claimed as a dependent on someone else's tax return.

Remember that you are not eligible to contribute to an HSA if your spouse is enrolled in a standard health flexible spending account through his/her employer.

Note, your Employer does not determine whether you have satisfied the eligibility requirements for making HSA contributions. You are responsible for determining whether you have satisfied all of the HSA eligibility requirements. If you can make HSA contributions through this Plan as discussed below, the Employer will determine the eligibility requirements described in the *Eligibility* section.

---

### **What is a HDHP?**

In general, a health plan qualifies as a "high deductible" health plan if its deductibles exceed certain minimums and its out-of-pocket maximums do not exceed certain amounts. The minimum deductible and out-of-pocket maximums are indexed for cost of living increases and may change annually. Each year, around the end of November the IRS will announce the limits which apply for the following year. Information regarding the applicable requirements is also available on the HealthCare.gov website by searching for "HDHP."

---

## **Health Savings Account**

### **How do I contribute to an HSA?**

Your Employer may offer an HSA to which you can contribute, either outside of this Plan, or, if specified in the Plan Information Appendix, under this Plan, on a pre-tax basis. If your Employer offers HSAs under this Plan, eligibility to make contributions to an HSA through this Plan is described in the *Eligibility* section of this booklet.

Whether or not your Employer makes an HSA available to you, you may contribute to an HSA on your own, without your Employer's involvement. In that case, you would find an HSA provider, of your choice, and arrange to contribute to the HSA. Assuming you are eligible, you can take an above the line tax deduction for such HSA contributions.

If your Employer makes an HSA available to you, review the documents governing the HSA and decide whether you wish to participate, and whether you wish to contribute on a pre-tax basis under this Plan, if that option is available to you.

Code Section 223 imposes an annual limit on the amount of HSA contributions that may be excluded from income and deducted. In no case may you make contributions to an HSA through this Plan in excess of the annual maximum. Furthermore, the maximum amount of HSA contributions that may be made through this Plan will be prorated in accordance with the requirements of Code Section 223 based on the number of months during the calendar year in which you are eligible to make HSA contributions through this Plan. There is also a special rule regarding contributions limits during a year in which you are HSA eligible in December. Consult your tax advisor for more information about the annual limit on your contributions to an HSA.

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### **How do I submit HSA claims?**

Distributions are administered by the trustee or custodian of the HSA account. See the separate documents governing your HSA for details. Also, please note that your employer is not involved in the distribution of HSA funds.

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## ***ICHRA Remainder Feature***

The summary below provides a basic overview of the ICHRA Remainder Feature. You should refer to the documents governing the Employer's ICHRA for further information.

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### **What is the ICHRA Remainder Feature?**

The ICHRA Remainder Feature allows a Participant to pay with pre-tax dollars through salary reduction the cost of the "remainder" (if any) of the Participant's premium for a qualifying non-government exchange individual health insurance coverage that is integrated with and partially funded through the Employer sponsored Individual Coverage Health Reimbursement Arrangement ("ICHRA") (the "Remainder") in accordance with the final rules regarding *Health Reimbursement Arrangements and Other Account-Based Group Health Plans* at 26 C.F.R. Parts 1 and 54. The ICHRA is not part of the Plan. Only the Remainder is part of the Cafeteria Plan.

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### **How much can I salary reduce to pay for the Remainder?**

The amount eligible for pre-tax salary reduction funding through the ICHRA Remainder Feature shall be the Participant's net individual health insurance coverage premium amount (i.e., the applicable individual health coverage premium less the amount of such premium paid through the Employer-sponsored ICHRA).

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### **How do I elect to participate in the ICHRA Remainder Feature?**

An election to participate in the ICHRA Remainder Feature, and any changes to an election, shall be made at the time and in the same manner provided for other reimbursement features of the Plan. Once the election is made to participate in the ICHRA Remainder Feature, salary reductions shall occur in accordance with the election, and the individual health insurance premium shall be forwarded to the insurer in the same manner as under the Employer-sponsored ICHRA (either directly by you with reimbursement by the Employer or directly by the Employer) subject to the same eligibility, enrollment, and substantiation requirements as apply under the Employer-sponsored ICHRA.

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### **How long does my Election in the ICHRA Remainder Feature last?**

An election to participate in the ICHRA Remainder Feature shall continue until the earlier of the date participation in the Employer-sponsored ICHRA ends or the end of the Plan Year, unless changed as permitted under the Plan. A new election must be made prior to the start of each Plan Year.

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## **General Information**

<b>Name of Plan</b>	The name of the plan is specified in the Plan Information Appendix.
<b>Type of Plan</b>	The Plan is a cafeteria plan under Section 125 of the Internal Revenue Code, allowing a choice between cash and the benefits specified in the Plan Information Appendix.
<b>Plan Sponsor and Administrator</b>	<p>The Employer is the “Plan Sponsor” and “Plan Administrator.”</p> <p>Communication to the Employer as Plan Sponsor and Plan Administrator should be directed to the address and telephone number specified in the Plan Information Appendix. The telephone number of the Employer is also specified in the Plan Information Appendix.</p>
<b>Participating Employers</b>	The Participating Employers are specified in the Plan Information Appendix.
<b>Plan Year</b>	The Plan Year is specified in the Plan Information Appendix.
<b>Employer Identification No.</b>	The Employer’s Federal Employer Identification Number is specified in the Plan Information Appendix.
<b>Service of legal process</b>	Legal process may be served on the Employer or Plan Administrator at the address specified in the Plan Information Appendix.
<b>Amendment and Termination</b>	The Employer has the right to amend or terminate the Plan at any time for any reason by action of the Employer’s governing body (e.g., its Board of Directors).
<b>Correction of errors</b>	The Employer has the right to correct any and all errors that may occur in administering the Plan, including recovering any overpayment from the person who received it.
<b>No guarantee of tax consequences</b>	<p>The Employer is offering this Plan for its eligible employees to give them an opportunity to save money by paying certain expenses on a pre-tax basis. However, the Plan has not been approved in advance by the IRS. The Employer cannot provide any assurance or guarantee that the Plan will not be challenged by the IRS at some point.</p> <p>If the IRS were to take the position that some or all of the amounts that have been deducted from your pay are taxable, you will be responsible for any additional taxes you owe the IRS (plus any penalties and interest), and you will not be reimbursed by the Employer. On the other hand, you will be required to reimburse the Employer for any amounts the IRS claims that should have been withheld from your pay.</p>

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## **General Information (con't)**

### **HIPAA Privacy Rights**

HIPAA stands for the Health Insurance Portability and Accountability Act of 1996. HIPAA is a Federal law with many components that, among other things, protects your private health information.

The HIPAA privacy rules apply to the group health plans (e.g., medical and dental coverage) and the premiums for which you pay through the Plan. Your HIPAA privacy rights with respect to those plans are described in the separate plan documentation governing those plans and policies.

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### **Insurance company refunds**

If a benefit plan provided under the Plan is subject to the Employee Retirement Income Security Act of 1974 ("ERISA"), any refund provided to the Employer by an insurance company that has issued an insurance contract for such benefit plan will be allocated as provided herein. The refund will constitute Plan assets only to the extent required by applicable law. The refund will be allocated between the Employer and the Participants in accordance with the then prevailing United States Department of Labor (DOL) guidance. The portion of the refund allocated to Participants will be (i) used solely for the benefit of the Participants participating in the benefit plan with respect to which the refund was provided, and (ii) returned to such Participants in a manner allowed by applicable law (e.g., to provide a refund of Participant premiums, a premium holiday, an increase in benefits, etc.), as determined by the Plan Administrator in its sole discretion. The portion of the refund allocated to Participants will be returned to the Participants no later than three (3) months following the date on which the Employer receives such refund from the insurance company.

# City of Loretto Personnel Policy and Procedures

## **PERSONNEL POLICY AND PROCEDURE:**

**PAGE:** 1 of 4  
**DATE:** October 14, 2025  
**SUBJECT:** Minnesota Paid Leave

**REPLACES:** None

**EMPLOYEES AFFECTED:** Eligible employees under MN Law

### **Overview**

The city provides time off to eligible employees who qualify for Minnesota Paid Leave (MNPL) benefits under Minnesota law. The city of Loretto is a participant in the State of Minnesota's Paid Leave program. MNPL benefits are funded through premium contributions payable to the State of Minnesota. The premium cost will be split between the city and employee as follows: The city of Loretto will pay 50% of the required premium and employees will pay 50% of the premium cost through payroll deductions starting January 1, 2026.

### **MNPL Administrator**

The City Clerk shall serve as the MNPL Administrator for the City of Loretto.

### **Eligibility**

Eligibility determinations for MNPL benefits are made by the State of Minnesota. Generally, to be eligible for MNPL, you must:

- Work at least 50% of the time from a location in Minnesota, including employees who work from home or spend time in other states occasionally.
- Meet the financial eligibility requirements by having earned over a specific amount of wages as defined by Minnesota law at the time of your requested leave.

### **Benefit Amount**

An employee's weekly MNPL benefits are calculated and determined by the Minnesota Department of Employment and Economic Development (DEED).

### **Leave Entitlement and Usage**

The State of Minnesota may approve MNPL leave for the following conditions in a benefit year:

- Up to 12 weeks of medical leave (for yourself) to take care of yourself for a serious health condition, including pregnancy, childbirth, recovery, or surgery.
- Up to 12 weeks of family leave to:
  - Bond with a child through birth, adoption, or foster placement
  - Care for a family member with a serious health condition
  - Support a military family member called to active duty
  - Receive covered types of care for yourself or a family member because of domestic abuse, sexual assault, or stalking

You can take both types of leave in the same year, but you cannot exceed 20 weeks total within a single benefit year. For example, an employee may be entitled to 12 weeks of family leave to bond with a child and another 8 weeks of medical leave for their serious health condition. Your benefit year starts the first day you take Paid Leave. There is no waiting period for MNPL if you are granted the benefit.

# City of Loretto Personnel Policy and Procedures

## **PERSONNEL POLICY AND PROCEDURE:**

**PAGE:** 2 of 4

**DATE:** October 14, 2025

**SUBJECT:** Minnesota Paid Leave

### **MNPL Intermittent Leave**

Employees may apply for intermittent leave in most cases, provided the leave is reasonable and appropriate to the needs of the individual requiring care.

#### *A) Eligibility*

In addition to the other eligibility requirements under the MN Paid Leave law, employees seeking intermittent leave must have at least eight hours of accumulated leave (unless more than 30 days have lapsed since taking the initial leave).

#### *B) Notice*

In situations where employees seek MNPL on an intermittent basis, employees must make a reasonable effort to provide written notice to the City Clerk of the need for intermittent leave *before* applying for MNPL benefits through the State program. As part of the notice, employees must provide the city with the following: 1) proposed intermittent leave schedule; and 2) a completed certification from a health care provider identifying the leave as necessary and a reasonable estimate of the frequency and duration and treatment schedule for the leave.

#### *C) Increments of Leave & Maximum Number of Hours*

Consistent with other forms of leave provided by the city, employees may take intermittent leave in increments of **one** hour. If eligible for intermittent leave, the city allows a maximum of 480 hours of intermittent leave in any 12-month period. After reaching the maximum amount of allowed intermittent leave, employees may request continuous MNPL provided the continuous leave does not exceed the maximum amount of MNPL allowed by law.

### **Definitions**

- **Family member** includes:
  - Spouse or partner
  - Child (including biological, adopted, step, or foster children, or a child you raise even if you are not legally related)
  - Parent or person who raised you
  - Sibling
  - Grandchild or grandparent
  - In-laws (including son, daughter, father, or mother)
  - Anyone close to you who depends on you like family, even if not related by blood
  
- A **serious health condition** means a physical or mental illness, injury, impairment, condition, or substance use disorder. Taking care of yourself for this serious condition may involve evaluation, treatment, inpatient care, recovery, or not being able to perform regular work, attend school, or do regular daily activities. This includes childbirth, conditions related to pregnancy, or surgery.

# City of Loretto Personnel Policy and Procedures

## **PERSONNEL POLICY AND PROCEDURE:**

**PAGE:** 3 of 4  
**DATE:** October 14, 2025  
**SUBJECT:** Minnesota Paid Leave

### **Notice**

Prior to starting a claim with the State, employees should reach out to the City Clerk to notify your intention to take leave. If the need is foreseeable, we ask that you provide at least two-weeks notice prior to taking leave. If the leave is not foreseeable you will still be able to take leave under MNPL and we ask that you provide as much notice as possible.

### **How to Apply for Minnesota Paid Leave**

After your leave has been discussed you may apply for MNPL through the Minnesota Paid Leave's portal online.

### **Interaction with Other Laws and Benefits**

MNPL will run concurrently with any leave and/or wage supplement for which you may be eligible for under local, state, or federal law.

### **Supplementing MNPL Benefits with Accrued Paid Time Off (PTO)**

If you are receiving MNPL benefits, the city allows you to supplement, or "top off," your MNPL benefits with any accrued but unused PTO. If you choose to supplement your MNPL benefits in this way, the combined weekly sum of MNPL benefits and city-provided paid leave benefits cannot exceed your Individual Average Weekly Wage (IAWW). For more information, contact the City Clerk.

### **Maintaining Health Coverage During Leave**

Unless the employee revokes coverage while on MNPL, the city will continue to provide group health insurance coverage for an employee on MNPL under the same conditions as the coverage was provided before the employee took leave. You must continue to make timely payments of your share of the premiums for such coverage. If you are not using paid time off to cover part or all of the leave, you will be responsible for remitting your portion of health premiums to the city in order to ensure continuation of benefits.

Group health insurance may be cancelled if an employee's premium payment is 30 days late. Before terminating coverage, the city will provide written notice to the employee at least 15 days before the coverage is terminated listing the final date payment is due (30 days past the due date) to avoid cancellation and the date coverage will end if payment is not received.

An employee's share of premium payments for their group health insurance coverage may, at the employee's option, be:

1. prepaid at or before the start of the leave in which your health deductions may be modified to accept the agreed upon amounts and cadence of premium deductions;
2. arranged to write a check every 2 weeks for the duration that the employee may be out;

Coverage that lapses due to nonpayment of premiums will be reinstated immediately upon return to work without a waiting period.

# City of Loretto Personnel Policy and Procedures

## **PERSONNEL POLICY AND PROCEDURE:**

**PAGE:** 4 of 4

**DATE:** October 14, 2025

**SUBJECT:** Minnesota Paid Leave

### **Reinstatement**

Upon return from covered MNPL, you will be reinstated to your previous position or to an equivalent position, with the same status, pay, employment benefits, length-of-service credit, and seniority credit as of the date of leave as long as you have worked for the city for a minimum of 90 calendar days.

Upon return to work, if it becomes evident that the employee is unable to perform the key essential functions of their position (with or without reasonable accommodation), the city may engage in an interactive process, consistent with the American with Disability Act (ADA) and/or Minnesota Human Rights Act (MHRA) and other applicable workplace policies, including workplace safety protocols, to determine appropriate next steps.

### **Retaliation**

The city will not interfere or retaliate against employees who request or take leave in accordance with the MN Paid Leave law.

MARKED UP VERSION

City of Loretto Personnel Policy and Procedures

PERSONNEL POLICY AND PROCEDURE:

PAGE: 1 of 2

DATE: ~~July 13, 2004/Revised March 9, 2010/Revised April 12, 2016~~; Amended October 14, 2025

SUBJECT: Wage and Salary Information

REPLACES: None

EMPLOYEES AFFECTED: All employees

POLICY STATEMENT

The City of Loretto will comply with all Federal and State wage requirements for all covered employees.

PROCEDURES/COMMENTS

I. Salary Administration

A. In lieu of overtime pay, the City provides compensatory time of at 1 1/2 times the regular hours worked for nonexempt employees under the following circumstances only:

1. For all hours physically worked over 40 in a standard workweek (workweek is from midnight Sunday to 11:59 p.m. Saturday).
2. For all hours physically worked on ~~the 10 statutory~~ federally recognized holidays.
3. All employees are subject to a 80-hour limit on “banking” compensatory time *(changed from 240 hour limit on 3/9/10)*.
4. Comp time will be used at such time as mutually agreeable to the employee and supervisor, or during periods of shortage of work.
5. Comp time will be paid at the employee’s current wage, not including additional compensation as defined in this manual. *(added 04/12/16)*

It is the responsibility of the City Clerk to insure that accurate records of hours worked are maintained and all non-exempt employees receive compensatory time off for any hours worked over 40 in any given week.

B. The City will make an effort to reflect the relative value of all jobs in the rates paid so that meaningful differentials in job content will equate with the differentials in pay ranges. These efforts are subject to the availability of funding.

II. Timekeeping

- A. Each nonexempt employee is responsible for recording his/her own hours on his or her personal timecard.
- A. Time in and out must be recorded for the beginning and ending of the work shift.

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## City of Loretto Personnel Policy and Procedures

### **PERSONNEL POLICY AND PROCEDURE:**

**PAGE:** 2 of 2

**DATE:** July 13, 2004/Revised 10/6/06/Revised April 12, 2016; Amended October 14, 2025

**SUBJECT:** Wage and Salary Information

### III. Paychecks

- A. Employees will be paid bi-weekly by electronic methods effective 10/1/11. Pay day will be by the Thursday after the cut-off date.  
*(Changed from being paid monthly on 10/10/06).*  
*(Changed from having the option of being paid monthly or bi-monthly at the October 2011 Council Meeting and doing away with paper checks).*

# City of Loretto Personnel Policy and Procedures

**CLEAN VERSION**

## **PERSONNEL POLICY AND PROCEDURE:**

**PAGE:** 1 of 2

**DATE:** July 13, 2004/Revised March 9, 2010/Revised April 12, 2016; Amended October 14, 2025

**SUBJECT:** Wage and Salary Information

**REPLACES:** None

**EMPLOYEES AFFECTED:** All employees

## POLICY STATEMENT

The City of Loretto will comply with all Federal and State wage requirements for all covered employees.

## PROCEDURES/COMMENTS

### I. Salary Administration

- A. In lieu of overtime pay, the City provides compensatory time of at 1 1/2 times the regular hours worked for nonexempt employees under the following circumstances only:
1. For all hours physically worked over 40 in a standard workweek (workweek is from midnight Sunday to 11:59 p.m. Saturday).
  2. For all hours physically worked on federally recognized holidays.
  3. All employees are subject to a 80-hour limit on “banking” compensatory time (*changed from 240 hour limit on 3/9/10*).
  4. Comp time will be used at such time as mutually agreeable to the employee and supervisor, or during periods of shortage of work.
  5. Comp time will be paid at the employee’s current wage, not including additional compensation as defined in this manual. (*added 04/12/16*)

It is the responsibility of the City Clerk to insure that accurate records of hours worked are maintained and all non-exempt employees receive compensatory time off for any hours worked over 40 in any given week.

- B. The City will make an effort to reflect the relative value of all jobs in the rates paid so that meaningful differentials in job content will equate with the differentials in pay ranges. These efforts are subject to the availability of funding.

### II. Timekeeping

- A. Each nonexempt employee is responsible for recording his/her own hours on his or her personal timecard.
- A. Time in and out must be recorded for the beginning and ending of the work shift.

# City of Loretto Personnel Policy and Procedures

## **PERSONNEL POLICY AND PROCEDURE:**

**PAGE:** 2 of 2

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*(Changed from having the option of being paid monthly or bi-monthly at the October 2011 Council Meeting and doing away with paper checks).*

**PERSONNEL POLICY AND PROCEDURE:**

**PAGE:** 1 of 1  
**DATE:** July 13, 2004; Amended October 14, 2025  
**SUBJECT:** Rest Breaks/Meal Periods

**MARKED UP  
VERSION**

**REPLACES:** None  
**EMPLOYEES AFFECTED:** All employees

POLICY STATEMENT

Employees will be granted meal and rest periods based upon the number of consecutive hours worked per shift.

PROCEDURES/COMMENTS

- I. For every four (4) consecutive hours worked, ~~All employees working a shift of at least 7 consecutive hours~~ will receive one paid 15-minute rest break. This break is to be taken on-site. Each employee will be given adequate time from work ~~within each four consecutive hours of work~~ to utilize the nearest convenient restroom.
- II. For every six (6) consecutive hours worked, ~~Office~~-employees ~~working a shift of at least 5 consecutive hours~~ will ~~be scheduled for receive~~ a paid lunch break of thirty (30)~~20~~ minutes, typically between 11:30 and 1:00 p.m., if the break is taken at City Hall at the workplace. Lunch breaks taken ~~off premises away from the workplace~~ are unpaid and are limited to one and one half hours.
- III. Office employees are expected to answer phones or assist persons entering City Hall during their lunch break. ~~Non-office employees may take an unpaid lunch break of up to 1 hour per day, typically between noon and 1:00 p.m.~~
- IV. Time in and out must be recorded for the beginning and ending of each lunch break.

# City of Loretto Personnel Policy and Procedures

## **PERSONNEL POLICY AND PROCEDURE:**

**PAGE:** 1 of 1  
**DATE:** July 13, 2004; Amended October 14, 2025  
**SUBJECT:** Rest Breaks/Meal Periods

**CLEAN VERSION**

**REPLACES:** None

**EMPLOYEES AFFECTED:** All employees

## POLICY STATEMENT

Employees will be granted meal and rest periods based upon the number of consecutive hours worked per shift.

## PROCEDURES/COMMENTS

- I. For every four (4) consecutive hours worked, employees will receive one paid 15-minute rest break. This break is to be taken on-site. Each employee will be given adequate time from work to utilize the nearest convenient restroom.
- II. For every six (6) consecutive hours worked, employees will receive a paid lunch break of thirty (30) minutes, typically between 11:30 and 1:00 p.m., if the break is taken at the workplace. Lunch breaks taken away from the workplace are unpaid and are limited to one and one half hours.
- III. Office employees are expected to answer phones or assist persons entering City Hall during their lunch break.
- IV. Time in and out must be recorded for the beginning and ending of each lunch break.

Adopted by the Loretto City Council on this 14<sup>th</sup> day of October 2025.

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Kent Koch, Mayor

Attest:

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Mary K. Schneider, City Clerk Treasurer

MARKED UP VERSION

City of Loretto Personnel Policy and Procedures

PERSONNEL POLICY AND PROCEDURE:

PAGE: 1 of 1

DATE: April 12, 2016/Revised April 11, 2017/Revised September 12, 2017/Revised April 11, 2023/Amended October 14, 2025

SUBJECT: Additional Compensation

REPLACES: None

EMPLOYEES AFFECTED: Eligible employees

POLICY STATEMENT

All City of Loretto employees regularly scheduled to work 30 hours or more hours per week and are not receiving City of Loretto group health and dental insurance benefits are eligible for additional compensation. An employee's scheduled annual average will be used to calculate eligibility.

PROCEDURES/COMMENTS

I. The amount of additional compensation will be set from time to time by the city council.
I. An additional \$3.12 per hour will be added to the employee's current wage.

II. Temporary and/or seasonal employees are not eligible for additional compensation. The amount, if any, of additional compensation offered to eligible employees may be increased or decreased at the discretion of the city council.

III. Additional compensation will be treated as regular wages/salary for tax purposes. Therefore, FICA, Federal and State withholding, and PERA will be deducted. The City will also pay FICA/PERA employer contributions on additional compensation.

IV. In order to receive and remain eligible for the Additional Compensation benefit, the employee must provide current proof of health insurance coverage.

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Adopted by the Loretto City Council on this 14th day of October 2025.

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Kent Koch, Mayor

Attest:

Mary K. Schneider, City Clerk Treasurer

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# City of Loretto Personnel Policy and Procedures

CLEAN VERSION

**PERSONNEL POLICY AND PROCEDURE:**

**PAGE:** 1 of 1

**DATE:** April 12, 2016/Revised April 11, 2017/Revised September 12, 2017/Revised April 11, 2023/Amended October 14, 2025

**SUBJECT:** Additional Compensation

**REPLACES:** None

**EMPLOYEES AFFECTED:** Eligible employees

POLICY STATEMENT

City of Loretto employees regularly scheduled to work 30 hours or more per week and are not receiving City of Loretto group health and dental insurance benefits are eligible for additional compensation. An employee's scheduled annual average will be used to calculate eligibility.

PROCEDURES/COMMENTS

- I. The amount of additional compensation will be set from time to time by the city council.
- II. Temporary and/or seasonal employees are not eligible for additional compensation.
- III. Additional compensation will be treated as regular wages/salary for tax purposes. Therefore, FICA, Federal and State withholding, and PERA will be deducted. The City will also pay FICA/PERA employer contributions on additional compensation.
- IV. In order to receive and remain eligible for the Additional Compensation benefit, the employee must provide current proof of health insurance coverage.

Adopted by the Loretto City Council on this 14<sup>th</sup> day of October 2025.

---

Kent Koch, Mayor

Attest:

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Mary K. Schneider, City Clerk Treasurer

**PERSONNEL POLICY AND PROCEDURE:**

**PAGE:** 1 of 1  
**DATE:** October 14, 2025  
**SUBJECT:** Insurance Benefits

**REPLACES:** None  
**EMPLOYEES AFFECTED:** Eligible employees

POLICY STATEMENT

Group health, dental, and life insurance benefits shall be offered to all employees regularly scheduled to work an average of thirty (30) hours per week, excluding temporary and/or seasonal employees. Basic life insurance coverage in an amount determined by the City Council will be at no cost to eligible employees. The City will contribute an amount determined by the City Council toward health and dental premiums.

Employees who are eligible for health insurance but choose not to enroll in the plan may receive an additional compensation benefit, as authorized by the City Council. In order to receive and remain eligible for the additional compensation benefit, the employee must provide current proof of health insurance coverage.

Continuation of Health Coverage – Termination

An employee terminated or laid off from employment may elect to continue coverage for the employee and dependents in accordance with Minnesota Statutes, Section 62A.17 and the federal Consolidated Omnibus Budget Reconciliation Act (COBRA.)

Adopted by the Loretto City Council on this 14<sup>th</sup> day of October 2025.

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Kent Koch, Mayor

Attest:

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Mary K. Schneider, City Clerk Treasurer

# City of Loretto 2026 Employee Benefits Summary

**This is a summary of employee benefits offered by the City of Loretto. The City’s Personnel Policy and Premium Conversion Plan (POP) provide further details, including eligibility for health, dental, and basic life/AD&D insurance.**

## **INSURANCE BENEFITS – Public Employees Insurance Program (PEIP)**

Eligible employees may enroll in group health, dental, and basic life/AD&D insurance through PEIP. Further details regarding insurance benefits can be found in PEIP documents.

- Newly hired employees must have 90 days of continuous service before being eligible for enrollment.
- The City covers 100% of premiums for single coverage for the employee for health, dental and \$50,000 basic life/AD&D insurance.
- The City contributes up to the amount of the single premium for family health insurance. The remainder of the family health insurance premium is the employee’s responsibility.
- The City contributes 90% of family dental insurance premiums. The remaining 10% of the family dental insurance premium is the employee’s responsibility.
- Employees have the option, at their own cost, to purchase additional supplemental life/AD&D or dependent life insurance.
- If an employee chooses an HSA qualifying health insurance policy, the City will contribute \$3,000 annually to the employee’s HSA account.

## **ADDITIONAL COMPENSATION BENEFIT**

Employees regularly scheduled to work 30 hours or more per week and are not receiving City of Loretto group health and dental insurance benefits are eligible for additional compensation. Seasonal and Temporary employees are not eligible. An additional \$3.31 per hour will be added to the employee’s wage. The Additional Compensation benefit is not paid out with Comp Time payouts (overtime) nor with on-call benefit pay. In order to receive and remain eligible for the Additional Compensation benefit, the employee must provide current proof of health insurance coverage.

## **RETIREMENT BENEFITS – Public Employees Retirement Association (PERA)**

Participation in PERA is mandatory for most employees. Contributions begin immediately. Employees are fully vested after 5 years of service (after 3 years for employees hired prior to July 1, 2010.)

City of Loretto Contribution = 7.5% gross salary

Employee Contribution = 6.5% gross salary

## **DIRECT DEPOSIT**

Employees are required to have their paychecks directly deposited into the bank of their choice. Employees will receive a pay stub showing gross salary, taxes, other deductions and net pay.

## **HOLIDAY PAY**

The City of Loretto observes the following paid holidays per year:

New Year’s Day	Juneteenth	Thanksgiving Day
Martin Luther King Day	Independence Day	Day after Thanksgiving
President’s Day	Labor Day	Christmas Day
Memorial Day	Veterans’ Day	

# City of Loretto

## 2026 Employee Benefits Summary

### 2026 PAYROLL DATES

January 8	March 19	May 28	August 6	October 15
January 22	April 2	June 11	August 20	October 29
February 5	April 16	June 25	September 3	November 12
February 19	April 30	July 9	September 17	November 26
March 5	May 14	July 23	October 1	December 10
				December 24

### PAID TIME OFF

Paid time off (PTO) incorporates time for vacation and sick time but combines both into one category that may be used by the employee for either reason.

Paid time off accrues according to the following schedule:

Employee Averages LESS THAN 24 Hours (60%) Per Week:

- Forty-eight (48) hours of PTO is provided and made available for immediate use at the start of each year; and
- Unused PTO hours are paid out at the end of the year at the employee's hourly rate, not including Additional Compensation as defined in this manual.
- No carryover of PTO is permitted.

Employee Averages 24 Hours (60%) Per Week:

<u>AFTER ___ YEARS</u> <u>OF EMPLOYMENT</u>	<u>PAID TIME OFF</u> <u>WEEKS/YEAR</u>	<u>TOTAL PAID</u> <u>TIME OFF HOURS</u>
1	2 Weeks	48
3	3 Weeks	72
5	4 Weeks	96

Employee Averages 32 Hours (80%) Per Week:

<u>AFTER ___ YEARS</u> <u>OF EMPLOYMENT</u>	<u>PAID TIME OFF</u> <u>WEEKS/YEAR</u>	<u>TOTAL PAID</u> <u>TIME OFF HOURS</u>
1	2 Weeks	64
3	3 Weeks	96
5	4 Weeks	128

Employee Averages 40 Hours (100%) Per Week:

<u>AFTER ___ YEARS</u> <u>OF EMPLOYMENT</u>	<u>PAID TIME OFF</u> <u>WEEKS/YEAR</u>	<u>TOTAL PAID</u> <u>TIME OFF HOURS</u>
1	2 Weeks	80
3	3 Weeks	120
5	4 Weeks	160

### NEWLY HIRED EMPLOYEES

- Newly hired employees accrue PTO from their first day of employment at a rate of one hour for every thirty (30) hours worked.
- At the end of the first partial year of employment, newly hired employees are considered to be employed for one (1) year and PTO hours will be front-loaded on January 1<sup>st</sup> per the schedule in Section III of this PTO Policy.
- The balance of PTO hours at the end of the first partial year of employment does not carry over into the next year.

# Section I: Proposed Financial Summary

*Consent j.*

**Group Name: City of Loretto**

**Effective Date: 01/01/2026 - 12/31/2026**

**Plan Structure & Network Type: Broad Tiered Network HMO**

### Health Plan Actuarial Value

Source: HHS Minimum Value Calculator

2025 Actuarial Value	
Plan % of Total Allowed Costs	
High	HSA
89.8%	74.0%

This minimum value calculator was released by the Department of Health and Human Services in conjunction with the final rule for determining minimum value, finalized as 45 CFR 156.145. This tool is being used to calculate actuarial value as required by Minnesota Statute 2023, section 471.6161, subdivision 8 as amended by Chapter 114, Article 1, Section 15.

The HHS minimum value calculator utilizes 2009 data trended to 2014 to determine each plan's actuarial value and relies solely on the Single coverage plan design. No employer premium or HRA/HSA contributions are included in these actuarial value calculations.

Source: Historical and Projected PEIP Membership and Claims Data

2025 Cost Sharing Projections	
Plan % of Total Allowed Costs	
High	HSA
91.1%	82.2%

Using recent, actual claims data, as well as projected benefit changes, this represents PEIP's estimated member cost sharing associated with the HIGH and HSA plans. This estimate is calculated using actual PEIP membership and claim experience for both Single and Family coverages, trended forward to 2025 and using 2025 plan designs.

No employer premium or HRA/HSA contributions are included in these actuarial value calculations.

Advantage High					Projected Contracts (2)
Benefit Adjustment		Rates	Commission	Rates+Commission	
Single		\$996.30		\$996.30	0
Employee+1		-	-	-	0
Employee+Children		-	-	-	0
Family		\$2,660.12		\$2,660.12	0
Advantage HSA					
Benefit Adjustment		Rates	Commission	Rates+Commission	
Single		\$686.76		\$686.76	2
Employee+1		-	-	-	0
Employee+Children		-	-	-	0
Family		\$1,833.66		\$1,833.66	2
<b>Total Quoted Members</b>	7		<b>Needed Premium PMPM (3)</b>		\$720.12
<b>Advantage Needed Premium (3)</b>	\$60,490		<b>Average Commission PMPM</b>		\$0.00

1. Includes utilization and plan design adjustments to move from the current plan designs to PEIP Advantage plan design
2. Projected enrollment by plan and tier is based on the group's current tier distribution as well as the most closely aligned plan design by actuarial value
3. This premium value excludes commissions

## Section II: PEIP Rates Agreement for City of Loretto

This proposal includes rates for:

<b>Health Coverage-</b>	PEIP's Advantage Plans (Both plan administrators must be offered to employees)
<b>Dental Coverage-</b>	Delta Dental Comprehensive Plan
<b>Life Coverage-</b>	Basic Life/AD&D, plus optional Supplemental Life and Dependent Life through Minnesota Life

Effective Date of Coverage: January 1, 2026

Rate Guarantee: 12 months

Renewal/Anniversary Date: January 1, 2027

Participation in PEIP will be for a **four-year term**, with an annual rate renewal.

**Premium Rating-** Initial rates are based on the group's demographic and claims experience provided to the underwriters. Rates are effective January 1, 2026, and guaranteed for 12 months with the initial renewal on January 1, 2027. At renewal on 1/1/2027, renewal rates will be based on a combination of the group's claims, and the overall pool. Renewal rates are guaranteed for 12 months at a time. Please review the laws governing PEIP found in Minn. Stat. **43A.316**.

Participation in the PEIP program is for a four-year term. Participation is automatically renewed for an additional four-year term unless the exclusive representative, or the employer for unrepresented employees, gives the commissioner notice of withdrawal at least 30 days before expiration of the participation period. A group that withdraws must wait two years before rejoining. An exclusive representative, or employer for unrepresented employees, may also withdraw if premiums increase 20 percent or more from one insurance year to the next.

This change was made to promote stability within the program. When enrollment is stable, we expect to see less volatility in renewal rates. This was true from 2010 -2019 when the pool saw very few terminations, and the average renewal increase was approximately 3.5%. Our hope is that the new commitment rule will also enable PEIP to return to a higher level of pooling within renewals.

See below for a historical illustration of the PEIP pool renewals for the past 15 years, we make our renewal history available for full transparency with any existing or potential group:

<b>July Group Average</b>	<b>January Group Average</b>	<p><b><i>PEIP average pool Increase is Approximately 4.2% over the last 15 years</i></b></p> <p>History includes all ACA taxes</p>
July, 2010 = +8.0%		
July, 2011 = -6.6%		
July, 2012 = -3.3%	January, 2013 = +5.0%	
July, 2013 = +6.0%	January, 2014 = +0.5%	
July, 2014 = +1.9%	January, 2015 = +2.4%	
July, 2015 = +2.0%	January, 2016 = +5.5%	
July, 2016 = +5.9%	January, 2017 = +3.5%	
July, 2017 = +1.3%	January, 2018 = +0.2%	
July, 2018 = +0.2%	January, 2019 = +2.5%	
July, 2019 = +3.7%	January, 2020 = +5.2%	
July, 2020 = +10.7%	January, 2021 = +9.7%	
July, 2021 = +7.0%	January, 2022 = +8.96%	
July, 2022 = +8.09%	January, 2023 = +12.6%	
July, 2023 = +3.6%	January, 2024 = 3.6%	
July, 2024 = +5.6%	January, 2025 = 3.2%	
<b>Combined Pool Average = 4.2%</b>		

Please sign below to accept Rates in Financial Section I, page 1 in this proposal.

This signed Rate Sheet along with your completed Group Application must be submitted to Innovo Benefits at least 45 days prior to the plan start date.

\_\_\_\_\_  
Employer Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

## Contents of this Proposal

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## **Section III: Public Employee Insurance Program Introduction**



### **Thank You for Your Interest in the Public Employees Insurance Program**

PEIP's mission is to make affordable health, dental and life insurance coverage available to all cities, counties, school districts and other public employers regardless of size, location, or other factors. PEIP coverage was designed to provide long-term rate stability by partially pooling your group's experience with that of other public employee groups.

The Program is a self-funded trust managed by Minnesota Management and Budget (MMB), the largest purchaser of employee insurance benefits in the state. Innovo Benefits Administration and Marketing (Innovo) handles enrollment and billing and is responsible for proposals, enrollment meetings and customer service. HealthPartners and Blue Cross Blue Shield administer the health plans. Both must be offered to participating employees.

The State of Minnesota is committed to serving the needs of public employees through PEIP. The Program has been providing public sector employees with innovative options since 1989.

### **PEIP Offers Convenience and Ease of Administration**

#### **Consolidated enrollment and billing**

One of the advantages of the Public Employees Insurance Program is that an employer can offer employees two different network health plans and two different plan designs and receive only one invoice per month. All enrollment and billing services are coordinated by Innovo, one of the leading third-party administrators in the industry.

#### **Easy employee enrollment**

Once you have decided to enroll in the Program, an Innovo service representative will schedule an employee meeting at your convenience. This meeting will provide a thorough explanation of the program's features and options. Innovo will provide education, communication and enrollment materials. Any questions regarding benefits, directories, employee enrollment forms, etc. can be answered during this meeting.

#### **Personalized Customer Service**

After you enroll in the Program, the customer service representatives from Innovo will work closely with your group. Innovo is your personal contact for all aspects of the Program. We can answer questions, handle enrollment changes and act as troubleshooters regarding carrier concerns, benefits, claims, etc. Your representative's primary objective is to make sure your group is 100% satisfied with the Program.

## **Employer Manual**

To assist you in coordinating the Program on behalf of your employees, you'll receive an Employer Manual that will walk your staff through the entire Program, providing detailed instructions on everything from adding new employees to making changes in coverage. If prior to your enrollment in the Program you have specific questions about administration of the Program, we'd be happy to supply you with a copy of the manual.

## **Online Administration**

The preferred method for managing your group's PEIP benefits administration is via the PEIP Online Enrollment Portal (<https://www.mnpeip.com>). The Portal provides the ability to add new members, terminate coverage, submit address changes, access past invoices, and more – all online. Upon joining PEIP, you will receive introductory training material for the Portal to help ease your transition to online PEIP administration.

## **Summary of Benefits and Coverages (SBC's) and Innovo website**

In accordance with the Affordable Care Act, we provide employers with the electronic version of the Summary Plan Description (SPD's) and Summary of Benefits and Coverage (SBC's) for your use in printing, posting, or emailing to your employees. The SPD's and individual SBC's for the PEIP Advantage plan options are online at [www.innovomn.com/plan\\_information.html](http://www.innovomn.com/plan_information.html).

Additional information such as plan summaries, primary care clinic directory, prescription drug formulary, forms and other useful information is posted on the website for employers and employees to access quickly.

## **"COBRA" services are part of the package**

Under federal (COBRA) and state law, employers who maintain group health insurance plans must allow employees, dependents and other persons who leave the group to continue identical coverage at the group rate for a fixed period of time. Employers participating in the Public Employees Insurance Program will be assisted by Innovo in the administration of their COBRA obligations. Employers notify Innovo when any terminations and other events occur that would qualify a person for continuation coverage. Innovo will handle all subsequent notices and premium billings on the employer's behalf.

## Section IV: PEIP Program Coverages

### A. PEIP Advantage Medical Plans

# PUBLIC EMPLOYEES INSURANCE PROGRAM (PEIP) ADVANTAGE PLAN

Minnesota Management and Budget (MMB) administers both the state employee's medical plan and the PEIP program. MMB's Minnesota Advantage Health Plan received the 2004 Innovations Award from the Council of State Governments (CSG), Midwest Region. CSG's annual Innovations Awards showcase and share states' best programs and policies. The PEIP Advantage plan offers the following features:

- ◆ A choice of **two networks** with a uniform comprehensive set of benefits across all carriers
  - Blue Cross Blue Shield of Minnesota
  - HealthPartners
- ◆ A choice of **two benefit plan** design options
  - Advantage
  - HSA Compatible
- ◆ State-wide **tiered network** of primary care clinics (PCC)
  - Each member must choose a primary care clinic to deliver and coordinate care.
  - Family members may elect different primary care clinics (even in different cost levels), but must enroll with the same plan administrator.
  - Members can change clinics throughout the year.
  - Benefits for each plan level are based on the cost level of your primary care clinic.
  - All prescriptions are handled by CVS Caremark, the program's pharmacy benefit manager.
- ◆ Referrals are needed for specialist care outside the primary care group. No referrals are needed for emergencies or urgent care. Participants can self-refer to OBGyn, Chiropractic, Routine Vision, MH/CD, provided the practitioner is within the plan administrator's self-referral network.
- ◆ No cost-sharing is charged for preventive care such as well-child care, immunizations, annual check-ups, cancer screenings, routine eye and hearing exams, etc.
- ◆ There is no coverage for non-network services, unless referred or living outside the service area.
- ◆ Optional quotes available - Dental through Delta Dental and Life options through Minnesota Life.
- ◆ COBRA and HIPAA administration is provided at no additional cost.
- ◆ PEIP handles ACA PCORI fee and transitional reinsurance fee for participating members.

## B. PEIP Comprehensive Dental Coverage

### Delta Dental Comprehensive Dental Plan:

Comprehensive Dental:	Monthly Rate If Employer Pays <u>90% or More of Cost</u>	Monthly Rate If Employer Pays <u>50-89% of Cost*</u>
Employee:	\$ 42.60	\$ 47.14
Family:	\$101.51	\$111.30

\* Provides a slightly higher benefit level for Delta Premier and Non-Choice dentists.

\*\* At least 50% of eligible employees must enroll for dental to be offered. An annual open enrollment for dental is available.

	<u>Delta PPO</u>	<u>Delta Premier or Non-Choice Dentists</u>
1. Co-Insurance:		
Diagnostic/Preventive Services	100%	90%
Basic Restorative Services	80%	80%
Major Restorative Services	50%	50%
Prosthetic Repairs/Adjustments	50%	50%
Prosthetics	50%	50%
2. Deductible:		
Per covered person/calendar year	\$25	\$50
Per family per calendar year (The deductible does not apply to Diagnostic/Preventive Services)	\$50	\$100
3. Maximum Benefit:	\$1,000 per covered person per calendar year	
4. Providers:		

When you use a Delta PPO dentist, your benefits are greater than if you use any other Delta Dental dentist. When using a Delta PPO or Delta Premier dentist, your dentist will file your claims for you, and payment will be sent by Delta Dental directly to the dentist.

You can go to any dentist, even if they have not signed a participating provider agreement with Delta Dental, but you are not assured that the dentist will adhere to Delta Dental's allowable charges, and you may pay more out of pocket for your care.

(For participating dentists and other helpful online tools: [www.deltadentalmn.org](http://www.deltadentalmn.org))

## C. PEIP Life Coverage

### **Basic Employee Life/AD&D Coverage (Optional)**

All PEIP life insurance products are offered through Minnesota Life Insurance Company. A minimum of \$10,000 and a maximum of \$50,000 Basic Life/AD&D is available. If Life/AD&D is elected there are two options available:

1. All active employees must take Basic Life/AD&D, no waivers  
or
2. Life/AD&D can be packaged with medical coverage. All employees taking medical coverage must take Life/AD&D.

The size of your group determines your guaranteed issue amount. This amount is listed on your rate page. In addition to Basic Life Insurance protection, PEIP's AD&D feature provides coverage in the case of accidental death, dismemberment or loss of sight.

An active employee who becomes totally and permanently disabled prior to age 60 can keep basic employee Life/AD&D insurance in force without further cost as long as the insured continues to be totally disabled up to age 65. Satisfactory proof of continuing disability must be provided periodically.

Upon termination of coverage, employees can convert their life insurance benefit within 31 days after loss of coverage without medical questions. Minnesota state law concerning continuation of life insurance also applies.

Life reductions of insurance will occur according to the following schedule for active employees:

- at age 65 - amount will reduce 35% of face amount,
- at age 70 - amount will reduce 50% of face amount,
- at age 75 - amount will reduce 75% of face amount,
- at age 80 - amount will reduce 80% of face amount.

Retirees are not eligible for life insurance.

### **Optional Supplemental Employee Life/AD&D Coverage**

Supplemental Life/AD&D coverage can be purchased in \$5,000 increments, subject to certain restrictions. Maximum benefit: \$300,000 (combined with basic coverage) is available with evidence of insurability.

### **Dependent Life Coverage**

One dependent life policy provides the following coverage:

Coverage: \$5,000 Spouse/\$2,500 per Dependent Child

## C. Life Insurance Coverage Rates

### Basic Life/AD&D:

Maximum \$50,000 Per Employee

\$0.18/\$1,000 of coverage

### Your Group's Guaranteed Issue Amount For Life Insurance

\$50,000 per employee

### Supplemental Life/AD&D:

Rate Per \$1,000

Maximum \$300,000 in

Combination with Basic Life Insurance

#### Age

<35 .11

35-39 .13

40-44 .17

45-49 .26

50-54 .44

55-59 .71

60-64 .79

65-69 1.49

70-74 2.68

+75 4.81

### Dependent Life:

This plan provides \$2,500 per

Dependent Child, \$5,000 per Spouse

\$1.18 per family

### Your Group's Guaranteed Issue Amount For Supplemental Life Insurance

\$100,000 per employee

*Note: Eligible dependent child is to the age of 26.*

**Life insurance coverage is not available to retirees.**

## **Section V: Eligibility to Participate in PEIP**

- **Eligibility for Health Coverage**

PEIP medical coverage requires that 75% of your group's insurance eligible individuals must participate. Those individuals who waive coverage due to being covered under another group plan will not be included in the 75% participation requirement.

- **Eligibility for Dental Insurance (Optional)**

At least 50% of all employees must enroll in PEIP employee dental coverage. The employer contribution toward the cost of employee dental coverage will determine if dental coverage can be offered to a group and what the rate tier will be. If the employer does not contribute toward the cost of dental, or if the contribution is less than 50%, dental coverage is not available to the group.

- **Eligibility for Life Insurance (Optional)**

If elected, PEIP requires a minimum of \$10,000 Life Insurance for each employee. Insurance eligible employees who waive out of PEIP health coverage can enroll in Life Insurance, providing the employer provides Life Insurance to ALL employees. Evidence of insurability is required on amount over the guarantee issue amount.

In addition, individual employees may purchase Supplemental Life Insurance or Dependent Life Insurance when they initially enroll in PEIP, up to the guarantee issue amount. Subsequent applications, after initial eligibility, will require evidence of insurability. Retirees are not eligible for life insurance.

- **Employee/Retiree Eligibility**

The definition of an "insurance eligible" employee in each group is determined by the employer. Elected officials can participate in PEIP if they have been determined insurance eligible by the employer. Retirees (and eligible dependents) must be allowed to participate in PEIP as long as the public entity from which they retired participates in PEIP, in accordance with Minn. Stat. 471.61, subd. 2b..

- **Effective Date of Coverage for New Employees**

PEIP's standard eligibility criteria: A new hire or newly eligible employee's coverage is effective the first of the month following the employer's specific waiting period. The employee must complete an Employee Enrollment Form within the waiting period.

If eligibility or effective dates are different than PEIP's standard, we will generally follow the current eligibility rules of the employer or of a bargained unit. The eligibility criteria must be indicated on or attached to the Group Application.

- **Annual Reports**

PEIP will report and pay the applicable Affordable Care Act (ACA) fees and taxes for PEIP members. The employer is responsible for filing any annual information required.

## **Section VI: When You Join the Public Employees Insurance Program**

### **Enrollment Kit**

Once you have decided to enroll in the PEIP Program, we will work with you to educate employees about the Program's unique features and to complete the forms necessary to enroll the group and each employee. Innovo will provide an Enrollment Kit containing the following key forms and other important information:

- The Group Application Form.
- Individual Enrollment Forms for each employee, retiree or other eligible participant applying for coverage under the Program (even those waiving coverage).
- Step-by-step enrollment and education materials.
- Pertinent documents for bargained groups, when appropriate.

### **Employee meeting**

Innovo will contact you to arrange a time for an enrollment meeting open to all eligible employees. This meeting will provide employees with a thorough explanation of the Program's features and options. Innovo will lead the meeting and provide all the informational materials, enrollment forms, directory, etc., needed for a smooth transition. To make the best use of time, employees should complete their Individual Enrollment Form prior to the meeting---except for their selections of a health plan administrator and a primary care clinic.

### **A four-year commitment is required**

One of the features that helps maximize rate stability and affordability in the PEIP Program is a statutory four-year membership requirement for participating groups. Premium rates are guaranteed for 12 months at a time. Although specific rates cannot be guaranteed beyond the first 12 months, the Program contains specific features to promote rate stability and to prevent excessive rate increases upon renewal. Participation is automatically renewed for an additional four-year term unless the exclusive representative, or the employer for unrepresented employees gives the commissioner notice of withdrawal at least 30 days before expiration of the participation period.

### **Ongoing Customer Service**

The Innovo staff welcomes you to PEIP and provides you with the pertinent information, documents and contacts you will need to effectively manage the PEIP plan. We are your ongoing support and available to assist with any issues you or your employees may have.



Consent k.

# HCYAG Grant Application Form

Submit **one application for each project** via the Hennepin County [Supplier Portal](#).

**DO NOT submit more than 10 applications.**

## Section 1: Definitions

**1.1 Local Government Units (LGUs):** Municipalities, public school districts, park districts, watershed districts

**1.2 LGU grant contact:** Primary point of contact at the LGU for this application and project

**1.3 Signatory authority:** Authorized personnel with the formal authority to make legally binding decisions and sign documents on behalf of the local government unit

**1.4 Delegation of signatory authority:** Authorized personnel who has also been given the formal authority to make legally binding decisions and sign documents on behalf of the local government unit

**1.5 Partner organization:** Sub-awardee and/or community organization helping to implement the project

## Section 2: Applicant information

2.1 Legal name of local government unit (LGU) CITY OF LORETTO	
2.2 Legal address of LGU 279 Medina Street North, Suite 260, Loretto, MN 55357	
2.3 LGU grant contact name Mary K. Schneider	2.4 Professional title City Clerk Treasurer
2.5 Email mschneider@ci.loretto.mn.us	2.6 Phone 763-479-4305
2.7 LGU signatory authority name Mary K. Schneider	2.8 Professional title City Clerk Treasurer
2.9 Email mschneider@ci.loretto.mn.us	2.10 Phone 763-479-4305
2.11 Delegation of signatory authority contact (name, email, phone) NA	
2.12 Partner organization(s) Loretto Community Athletic Association (LCAA)	
2.13 Partner organization contact (name, email, phone) Herb Koch, hskoch@hskoch.com, 763-286-7132	

## Section 3: Project summary

3.1 Grant opportunity ( <i>check one box only</i> )	
<input type="checkbox"/> Play Area	<input checked="" type="checkbox"/> Equipment
<input type="checkbox"/> Lifeguard Services	<input type="checkbox"/> Arts & Music
3.2 Project name Field maintenance gator	
3.3 Project location (site name, address) Loretto Athletic and Recreation Park, 700 Medina Street North, Loretto, MN 55357	
3.4 <a href="#">Commissioner district(s)</a> of project location ( <i>check all boxes that apply</i> )	
<input type="checkbox"/> 1	<input type="checkbox"/> 2
<input type="checkbox"/> 3	<input type="checkbox"/> 4
<input type="checkbox"/> 5	<input type="checkbox"/> 6
<input checked="" type="checkbox"/> 7	
3.5 Is this a new project or part of an existing or established program? ( <i>check all boxes that apply</i> )	
<input type="checkbox"/> New project	
<input type="checkbox"/> Recurring project	
<input checked="" type="checkbox"/> Part of an existing or established program	
3.6 Total grant request ( <i>currency value only</i> )	10,000

## Section 4: Project proposal

### 4.1 Project overview

1. Provide a description of your proposed project.

John Deere Gator 4x4 utility vehicle

2. Describe the activities you plan to implement with grant funding. Include an explanation of specific staff who will be responsible for carrying out these activities and their qualifications.

Grant funding to purchase a John Deere Gator 4x4 utility vehicle will implement field preparaton and maintenance across the multi-field facility. City of Loretto public works staff and community volunteers will be using this equipment for daily field maintenance and weekend tournaments.

3. Describe the youth populations that will be served by your project. Address whether the project will be accessible to populations who have been underserved and what methods you will use to reduce barriers and promote equal access to the project.

The Loretto Athletic and Recreation park is open for use by anyone who reserves access, primarily used by youth ages 11-18 in middle school and high school. Baseball and softball teams throughout Hennepin County, of all socio-economic and cultural backgrounds. For the visitors to the facility, we have upgraded the consession stand bathrooms to be ADA compliant. We are accepting of all people regardless of race, disability, gender, ethnicity, age, and socioeconomic status. We strive to provide oportunitites for all and inclusion for everyone. This funding helps small communities meet their Capital improvement plan maintenance needs and continue to serve residents without putting undue financial burden on them.

4. Describe whether the project will be located on public lands and if the space will be publicly accessible. If it will not be publicly accessible or will have limited accessibility, explain why.

The equipment will be utilized on public lands owned by the City of Loretto. The space is publicly accessible and used by various youth sports organizations throughout Hennepin County. This 20 acre parcel was acquired through the DNR outdoor recreation grant.

## 4.2 Statement of need

1. Provide information on the community need for this project, citing specific examples. If available, include data or statistics related to the needs of your community as they relate to the project.

Through our city capital improvement plan (CIP) we have been saving funds the last two years to purchase this equipment. This grant would supplement the purchase of this equipment and replace a gator 4x4 utility vehicle at the end of its useful life.

2. Provide information about the project planning process. Include information about how community feedback was collected during the planning process, such as community surveys or listening sessions.

This project was recommended by our Public Works Director as part of our annual budgeting process and is supported by the City Council.

3. Explain how grant funding will support the financial needs of the local government unit and/or partner organization.

This funding helps our small community meet their capital improvement plan maintenance needs and continue to serve residents without putting undue financial burden on them.

## 4.3 Community partnerships

1. List all partner organizations that will be involved in project implementation, as applicable. Describe the role of the local government unit (LGU) in the partnership. If the LGU will be serving primarily as the fiscal agent for the project, provide information about the organizational capacity of the partner organization to implement the project.

The City of Loretto is partnering with the Loretto Community Athletic Association on this project. The matching funds will be committed by the city capital improvement plan fund for the gator. The City Clerk will be administering the grant on behalf of the city and Public Works Director will assist with ordering and receiving the gator. The City Clerk has experience with administering Hennepin County Youth Activities grants.

## 4.4 Implementation timeline

1. Include a proposed timeline for project implementation and describe how you will ensure this project is successfully completed within this timeframe.

If Loretto is successful in this grant application, we would order the gator as soon as the grant agreement is executed.

2. Provide information on programming events, such as grand openings, ribbon-cutting ceremonies, cultural performances, and/or other public events associated with this project.

NA

## 4.5 Project outcomes

1. Describe the intended outcomes of the project. Include information on how the benefits of the grant-funded project will last beyond the grant term period, if applicable.

The vehicle will support timely upkeep of playing surfaces, contributing to better field conditions and improved athlete performance and safety.

2. Describe sustainability efforts for the project including ongoing operations and maintenance, the environmental impact of the project, and the impact of this project on the community.

The Gator utility vehicle supports sustainable maintenance practices by reducing fuel consumption and wear on larger vehicles, leading to lower long-term operational costs and emissions. Its compact design minimizes turf damage and soil compaction, helping preserve the health of sports fields and surrounding green spaces. By enabling more consistent and eco-friendly field upkeep, the vehicle contributes to a safer, more attractive environment for youth athletes and community members who use the facility.

3. Provide the estimated number of unduplicated young people who will benefit from this project. Include how this number was determined.

The number of youth athletes who will benefit from the equipment is estimated to be 2,000. This number was calculated based on the 2025 actual number of youth teams that play home games and practice at this facility (12), multiplied by the number of players on the home team roster (15). In addition to home teams, there were 134 opposing teams, multiplied by the average number of players per opponent (15). This total is the number of youth athletes that will benefit from the equipment.

4. Describe how you plan to measure project impact. Include information on your process and method for project evaluation and data collection.

The availability of a Gator utility vehicle will enable quicker turnaround for field maintenance, increasing access to safe and well-maintained sports facilities for local teams and recreational users. Improved field conditions will encourage greater community participation in outdoor activities, promoting health, wellness, and social engagement. We will monitor reduction in maintenance time and costs, demonstrating operational efficiency and long-term sustainability of the investment.

## Section 5: Funding request

### 5.1 Budget narrative

1. Describe the amount of grant funding you are requesting. Provide a narrative justification for the requested amount.

To support the ongoing maintenance and enhancement of our sports fields, we propose the purchase of a Gator utility vehicle at a total cost of \$23,264, with \$10,000 offset by grant funding and the city covering the remainder. This vehicle will significantly improve operational efficiency by enabling staff to transport tools, materials, and personnel quickly and safely across large field areas, reducing manual labor and turnaround time for field preparation and upkeep. Its compact design minimizes turf damage and supports sustainable maintenance practices, helping preserve field quality while lowering fuel

consumption and emissions compared to larger vehicles.

2. If the total project cost exceeds the grant request, explain what costs will not be covered by grant funding.

The additional cost of \$13,264 is the amount of the equipment purchase above the maximum grant amount.

## Section 6: Project budget

### 6.1 Project budget

1. Complete the project budget table below:
  - A. Identify your budget category in section A of the table below. Common budget categories include contracted services, site preparation, construction, installation, staffing, certification fees, participation fees, supplies and equipment, marketing and promotion, food and beverage, transportation, and signage. If planned expenses do not fall into any of these categories, please write "miscellaneous."
  - B. Identify your itemized expenses within each budget category in section B of the table below, including descriptions of the items for which you will be requesting reimbursement.
  - C. Include the total estimated cost for each budget category, rounding up or down to the nearest dollar amount, when appropriate.
2. Provide a narrative justification for budget expenses that explains how these expenses are allowable, necessary, and reasonable:
  - a. *Allowable*: The listed items are consistent with Section 1.2 of the RFA.
  - b. *Necessary*: The expenses are important to the success of the project.
  - c. *Reasonable*: The expenses reflect fair market prices.

On page 4 of the RFP, eligible sample equipment includes "field maintenance equipment for the purpose of supporting playability and game readiness." The 4x4 Gator utility vehicle is allowable under this category and is a necessary investment to ensure timely and effective preparation of sports fields for youth sports organizations. These expenses are essential for maintaining safe, playable surfaces that meet the standards required for organized athletic use.

The quoted price of \$23,264 is reasonable and reflects current fair market value for this type of equipment. Partial funding of \$10,000 from the grant will significantly reduce the financial burden while enabling long-term operational benefits. This purchase will also support sustainable maintenance practices, reduce staff workload, and enhance the overall quality and accessibility of community sports facilities.

Project Budget		
A. Budget category	B. Description	Cost
EXAMPLE	a. Paint Brushes, 4 sets at \$12/set b. Acrylic paint, 10 colors at \$5/paint c. Paint easels, 10 sets at \$20/set	\$98
1	4x4 Gator utility vehicle	\$23,264

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6	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
7	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
8	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
9	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
10	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
11	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
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19	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
20	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
<b>TOTAL GRANT REQUEST</b>			<b>\$23,264</b>

## 6.2 Additional funding

List additional funding sources such as matching funds or donations that are contributing to this project.

Additional Funding			
Matching Fund Source		Description	Amount
1	City of Loretto	Matching Funds	\$13,264
2	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
3	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
4	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
5	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
<b>TOTAL ADDITIONAL FUNDING</b>			<b>\$13,264</b>

## Application checklist

Before submitting your application to the [Supplier Portal](#), check that you have completed all sections of the application and have a signed attestation letter:

- Completed application
  - Applicant Information
  - Project Summary
  - Project Proposal
  - Funding Request
  - Project Budget
- Signed attestation letter on LGU letterhead

Application affirmation:

*By completing the boxes below, I acknowledge that the information contained herein is accurate to the best of my knowledge. I also acknowledge that this application has been reviewed and approved by the local government unit (LGU) signatory authority who has provided their consent for this application submission.*

Grant applicant name Mary K. Schneider	Professional organization and title City Clerk Treasurer
Phone 763-479-4305	Email mschneider@ci.loretto.mn.us

City of Loretto  
Budget Workshop Meeting Notes  
Tuesday, August 26, 2025, 6:00 p.m.  
279 N. Medina Street, Council Chambers

*Consent L.*

1. CALL TO ORDER

Mayor Koch called the workshop meeting to order at 6:00 p.m.

Members present: Mayor Kent Koch, Council Members Brenda Daniels, Jeff Leuer, and Ben Scanlon.

Member absent: Council Member Melissa Markham.

Also present: Public Works Director Jake Leuer and City Clerk Treasurer Mary Schneider.

There were no people in the audience.

2. PLEDGE OF ALLEGIANCE

3. SET AGENDA

The agenda was approved as submitted.

4. DEFINITIONS

Council reviewed. No action taken.

5. BUDGET GOALS OF COUNCIL – DISCUSSION POINTS

a. Review 2026 Proposed Wages

**Council directed Schneider to add a temporary public works employee at sixteen weeks, twenty hours per week, at eighteen to twenty dollars per hour and bring back to the September council meeting for budget approval.**

1) MN Paid Leave

Council reviewed. No action was taken.

b. Review 2026 Benefit Package

1) Public Employee Insurance Program (PEIP) Proposal

Council consensus was to move forward with PEIP for Loretto city employees.

2) City vs. employee cost participation

Council reviewed the city comparisons. No action was taken.

3) Cafeteria Plan & Policies

Council reviewed. No action was taken.

4) Recommendation

Council reviewed staff recommendations for the 2026 Benefit Package and directed Schneider to bring back a policy including the following:

- Employees who work an average of 30 hours or more per week are considered full-time employees and are eligible for full individual coverage for health, dental, and life insurance. Council noted that Loretto has only one employee who works an average of 30 hours, but less than 40 hours and that due to the small number of employees, the benefit of offering this perk outweighs the potential impact on the budget.
- The city will cover 100% of individual premiums for health, dental, and life insurance.
- For family benefits, the city will cover up to the individual premium amounts only for health insurance; 90% family premiums for dental; and 100% individual premiums for life insurance.

- If employees choose an HSA qualifying health insurance plan, the city will contribute \$3,000 annually to their HSA account. The Council noted that, with the lower premium rate for the HSA qualifying plan, the city saves about \$3,700 annually, which more than covers the proposed HSA contribution.
  - Only employees who opt out of health and dental insurance are eligible for Additional Compensation benefits. The Council discussed whether to provide this benefit for employees who want to opt out. Consensus was that removing this benefit would cost the city about \$5,200 more per year per employee if they took the health coverage instead of opting out.
  - All eligible employees will receive \$50,000 in basic individual life insurance and accidental death and dismemberment (AD&D) insurance. The Council noted that the total budget impact to the city is just over \$400 annually to provide this benefit.
- c. Review Proposed Capital Improvement and Maintenance and Repairs Spreadsheets  
Council reviewed the Proposed 2026 CIP and directed Schneider to bring it back to the September council meeting with the following changes: in the General Fund, lower the Solar Speed Sign amount down to \$2,000 with the intention to pursue grant funding for the remaining \$2,000; in the Wastewater Fund, remove the \$5,000 for aerators, trying to get the overall rate increase down to five percent; in the Stormwater Fund, lower the LSWMP for private drainage systems, trying to get the overall rate increase in that fund down to five percent.
- 1) Review Capital Fund Parks Allocations  
Council consensus was to create a new line item in the Capital Improvement Plan under Parks for Baseball Concession Building Revamp and reallocate the \$1,000 unallocated and the \$10,000 remaining after the softball bathroom improvements was completed and bring this to the September council meeting for approval. Council noted these are changes to the allocations saved and do not add any amounts to the 2026 Budget.
- 2) Sealcoating using Capital Funds  
Council reviewed. No action was taken.
- 3) Small City Assistance Funds  
Council reviewed. No action was taken.
- d. Review Consultant Expenses for 2026  
Council directed Schneider to reduce the planning budget to \$8,000 and the streets engineering budget to \$12,000 and bring to the September council meeting for approval.
6. 2026 BUDGET PROPOSAL  
Council directed Schneider to bring back the budget proposal with the changes as directed to the September council meeting for approval.
7. REVIEW PROPOSED FEE SCHEDULES  
Council reviewed. No action taken.
8. ADJOURN  
On a motion by Daniels, seconded by Leuer, to adjourn at 7:59 p.m.  
Motion carried unanimously.

ATTEST:

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Mary K. Schneider, City Clerk Treasurer

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Kent Koch, Mayor

City of Loretto  
Minutes of Regular City Council Meeting  
279 N. Medina Street, Council Chambers  
September 9, 2025

**DRAFT**

1. CALL TO ORDER

Mayor Koch called the meeting to order at 7:00 p.m.

Members present: Mayor Kent Koch, Council Members Brenda Daniels, Jeff Leuer, Melissa Markham, and Ben Scanlon.

Also present: Stantec Engineer Joe Elsenpeter, Medina Public Safety Sergeant Kevin Boecker, Public Works Director Jake Leuer, and City Clerk Treasurer Mary Schneider.

There was one person in the audience.

2. PLEDGE OF ALLEGIANCE

3. SET AGENDA

The agenda was approved as submitted.

**4. MEDINA PUBLIC SAFETY REPORT**

Sergeant Kevin Boecker presented the August report, noting one hundred seventy-seven total calls for service, of which one hundred forty-six were general patrols.

5. OPEN FORUM

Jeremy Van Beusekom, 305 Edgewood Drive, addressed the council with concerns about the right-of-way restoration at his property. Van Beusekom stated he wants to know what the plan is to repair the right-of-way after the city's contractors for the street project did such a poor job the first few times they attempted to fix it. Van Beusekom stated the contractor used poor soil with a lot of rocks in it, did not grade it properly, and did not clear the area of weeds prior to seeding. Van Beusekom stated he wants good soil brought in and the area to be re-graded and sodded.

6. CONSENT AGENDA

- a. Resolution 2025-23, Lions Club Donation for Fun Fest Magician
- b. LMCC 2026 Budget
- c. City Council Minutes of August 19, 2025 Regular Meeting
- d. City Council Minutes of August 26, 2025 Budget Workshop
- e. September Bills, consisting of electronic check numbers 5275E through 5300E and paper check numbers 26424 through 26455 totaling \$91,000.45.
- f. Monthly Balance Sheet

On a motion by Daniels, seconded by Leuer, to approve the CONSENT AGENDA as submitted.  
Motion carried unanimously.

7. ACTION/PLANNING

- a. Resolution 2025-24, Certifying Delinquent Utilities

On a motion by Daniels, seconded by Markham, to approve Resolution 2025-24, A RESOLUTION DIRECTING DELINQUENT UTILITY CHARGES BE PLACED ON THE 2026 PROPERTY TAX ROLLS.  
Motion carried unanimously.

- b. Resolution 2025-25, Setting Proposed Levy and Budget  
On a motion by Daniels, seconded by Markham, to approve Resolution 2025-25, A RESOLUTION SETTING THE 2026 PROPOSED GENERAL FUND BUDGET AND APPROVING THE 2026 PROPOSED PROPERTY TAX LEVY, COLLECTIBLE IN 2026.  
Motion carried unanimously.
- c. Setting 2025 Truth in Taxation Hearing Date  
On a motion by Scanlon, seconded by Markham, to set the 2025 Truth in Taxation Public Meeting, a meeting during which the public may be heard, and the Final 2026 Budget and Levy will be set, for December 9<sup>th</sup>, 2025, at 7:00pm.  
Motion carried unanimously.
- d. Resolution 2025-26, Declaring Cost to be Assessed, Ordering Preparation of Proposed Assessment Rolls, 2023 Street Improvement Project  
On a motion by Markham, seconded by Leuer, to approve Resolution 2025-26, A RESOLUTION DECLARING COST TO BE ASSESSED AND ORDERING PREPARATION OF PROPOSED ASSESSMENT FOR THE 2023 STREET IMPROVEMENT PROJECT.  
Motion carried with Koch, Leuer, Markham and Scanlon voting in favor, Daniels abstained.
- e. Presentation of Proposed Assessment  
On a motion by Scanlon, seconded by Markham, to approve the Proposed Assessment Roll as submitted.  
Motion carried with Koch, Leuer, Markham and Scanlon voting in favor, Daniels abstained.
- f. Resolution 2025-27, Setting the Date and Time of the Assessment Hearing and Directing City Clerk to Publish and Mail Notices of Assessment Hearing, 2023 Street Improvement Project  
On a motion by Leuer, seconded by Markham, to approve Resolution 2025-27, A RESOLUTION CALLING FOR HEARING ON PROPOSED ASSESSMENT FOR THE 2023 STREET IMPROVEMENT PROJECT.  
Motion carried with Koch, Leuer, Markham and Scanlon voting in favor, Daniels abstained.
- g. 2023 Street Improvement Project, Right of Way Restoration  
Stantec Engineer Joe Elsenpeter reported Omann Contracting is trying to schedule ProLawns to scarify, aerate, spray for weeds, then overseed the right-of-way in the project area. Elsenpeter also reported that Omann will have a company called Legacy come in and hydroseed.

Public Works Director Leuer stated he will be meeting with ProLawns in the morning to discuss the Plan. Leuer stated public works staff will also water the area in the mornings to help with germination.

Council consensus was that the poor soil and weeds need to be removed, and good soil brought in before reseeding is done. Elsenpeter stated he would contact the contractor about this.

Council directed staff to have the city attorney review the contract and report to the council what options the city has available.

Council also directed staff to keep the water charges for residents in the project area at their average for the month of September and communicate this to the residents.

8. INFORMATIONAL ITEMS

a. Fun Fest Report

Clerk Treasurer Schneider reported the Fun Fest is coming up this Saturday and noted there will be a quilt drawing, with proceeds to be donated to the Hanover Area Food Shelf. Schneider noted that

Loretto resident Malia Kaszubowski made the quilt and donated it to the Fun Fest to raise food shelf donations and celebrate the twenty-fifth anniversary of the Fun Fest.

9. MONTHLY STAFF REPORTS

a. City Hall

No items were brought forward.

b. Streets

Public Works Director Leuer reported that Reclamite treatment approved by the Council will be applied to Meadow Drive, Hillview Lane South, Elsen Street and Albert Street on Monday, September 15<sup>th</sup>. Leuer noted the company will be notifying residents.

c. Water

No items were brought forward.

d. Wastewater

1) Sewer Blockage Repair Costs

There have been no additions to sewer blockage repair costs in the past month.

Leuer reported Empire Pipe jetted the sewers on the west side of town and back to the sewer ponds.

e. Parks

1) Hennepin Youth Activities Grants

Mayor Koch reported that gators are an eligible item to apply for as field maintenance equipment through the Hennepin Youth Equipment Grants. Koch stated he would work on the application.

Council consensus was to apply for the equipment grant for a gator and directed Leuer to get a quote and directed Schneider to submit the application before the September 30<sup>th</sup> deadline.

f. Stormwater

Leuer reported public works mowed a path along the north side of the Loretto Creek back to the bridge on the west side of the property. He stated a tree has fallen into the creek and needs to be cleaned out.

10. MAYOR AND COUNCIL REPORTS

No reports were given.

11. ADJOURN

On a motion by Daniels, seconded by Markham, to adjourn at 8:08 p.m.  
Motion carried unanimously.

ATTEST:

\_\_\_\_\_  
Mary K. Schneider, City Clerk Treasurer

\_\_\_\_\_  
Kent Koch, Mayor

## CITY OF LORETTO

10/08/25 9:13 AM

Page 1

**\*Check Summary Register©**

Checks 26456-26504

Name	Check Date	Check Amt	
<b>10100 Checking Account</b>			
26456	9/9/2025	\$100.00	face paint deposit
26457	9/15/2025	\$400.00	cafeteria plan
26458	9/15/2025	\$330.00	cival legal
26459	9/15/2025	\$209.39	uniforms and rr supplies
26460	9/15/2025	\$131.60	VOIP monthly charges
26461	9/15/2025	\$113.20	Mulch
26462	9/15/2025	\$116.52	Monthly radio fee
26463	9/15/2025	\$703.64	Gravel
26464	9/15/2025	\$9.94	cleaner
26465	9/15/2025	\$618.50	LCAA field maintenance
26466	9/15/2025	\$321.56	LCAA insect control
26467	9/15/2025	\$4,506.20	garbage
26468	9/15/2025	\$3,336.30	MS4 Assistance
26469	9/15/2025	\$212.58	copy machine lease
26470	9/15/2025	\$1,872.83	April biffs
26471	10/14/2025	\$219.00	circular saw
26472	10/14/2025	\$2,125.00	annual software support
26473	10/14/2025	\$1,571.30	monthly office lease CAM fees
26474	10/14/2025	\$2,650.00	website support YR 2 of 4
26475	10/14/2025	\$228.15	Fun Fest carnival games/prizes
26476	10/14/2025	\$362.39	uniforms and rr supplies
26477	10/14/2025	\$5,911.98	Monthly Police per contract
26478	10/14/2025	\$15,805.00	Reclamite treatment, 2021 St Proj
26479	10/14/2025	\$130.46	refund, utility overpayment of final
26480	10/14/2025	\$3,270.00	asphalt patch
26481	10/14/2025	\$516.07	HYSG profield rake, ball cart
26482	10/14/2025	\$153.64	watering nozzle
26483	10/14/2025	\$208.83	plumbing hardware
26484	10/14/2025	\$13.50	10 locates
26485	10/14/2025	\$1,042.60	September criminal legal
26486	10/14/2025	\$589.00	solid waste management fee
26487	10/14/2025	\$393.05	Fun Fest thank you
26488	10/14/2025	\$515.44	tables and chairs, Fun Fest
26489	10/14/2025	\$218.00	monthly leak protection
26490	10/14/2025	\$15.18	bottled water
26491	10/14/2025	\$304.75	bobcat service
26492	10/14/2025	\$723.87	asphalt cold patch
26493	10/14/2025	\$922.78	Building Inspections
26494	10/14/2025	\$5,990.56	METC MWC monthly fee
26495	10/14/2025	\$313.65	truck parts
26496	10/14/2025	\$288.00	Lions Park fertilizer, insect control
26497	10/14/2025	\$4,506.20	garbage services
26498	10/14/2025	\$302.32	utility bill forms
26499	10/14/2025	\$29.28	neck fan, bingo prize
26500	10/14/2025	\$3,844.00	MS4 Assistance
26501	10/14/2025	\$66.32	wood stakes
26502	10/14/2025	\$610.41	Amazon, presentaion stands
26503	10/14/2025	\$713.27	Cuddeback Digital, security cameras
26504	10/14/2025	\$16,850.71	Q4 fire contract
	<b>Total Checks</b>	<b>\$84,386.97</b>	

FILTER: [Check Nbr] between 26456 and 26504 and [Cash Act]='10100'

**\*Check Summary Register©**

September to October 2025

Name	Check Date	Check Amt
<b>10100</b>	<b>Checking Account</b>	
Paid Chk# 5301e MN DEPT. OF REVENUE	05-Sep-25	\$787.00 August sales tax
Paid Chk# 5302e MEDIACOM BUSINESS	25-Sep-25	\$256.94 internet service
Paid Chk# 5303e WH SECURITY	15-Sep-25	\$33.95 Lorenz wellhead security
Paid Chk# 5304e WH SECURITY	15-Sep-25	\$33.95 Edgewood wellhead security
Paid Chk# 5314e EMPLOYEE 121	18-Sep-25	\$590.93 payroll 091825
Paid Chk# 5315e EMPLOYEE 111	18-Sep-25	\$2,253.69 payroll 091825
Paid Chk# 5316e EMPLOYEE 120	18-Sep-25	\$2,049.70 payroll 091825
Paid Chk# 5317e EMPLOYEE 110	18-Sep-25	\$2,202.08 payroll 091825
Paid Chk# 5318e EMPLOYEE 108	18-Sep-25	\$2,983.97 payroll 091825
Paid Chk# 5319e PERA	18-Sep-25	\$2,051.85 payroll retirement 091825
Paid Chk# 5320e EFTPS	18-Sep-25	\$3,878.59 payroll fed tax dep 091825
Paid Chk# 5321e AFLAC	16-Sep-25	\$283.44 payroll contributions 091825
Paid Chk# 5322e MN DEPT. OF REVENUE	18-Sep-25	\$1,348.52 payroll state tax dep 091825
Paid Chk# 5323e 21st Century Bank	30-Sep-25	\$25.00 cash management fee
Paid Chk# 5324e STORAGE SENSE-HAMEL	01-Nov-25	\$818.00 PW storage unit B55
Paid Chk# 5325e EMPLOYEE 121	02-Oct-25	\$527.20 payroll 100225
Paid Chk# 5326e EMPLOYEE 111	02-Oct-25	\$1,844.96 payroll 100225
Paid Chk# 5327e EMPLOYEE 120	02-Oct-25	\$1,578.89 payroll 100225
Paid Chk# 5328e EMPLOYEE 110	02-Oct-25	\$2,857.86 payroll 100225
Paid Chk# 5329e EMPLOYEE 108	02-Oct-25	\$2,502.93 payroll 100225
Paid Chk# 5330e PERA	02-Oct-25	\$1,899.15 payroll retirement 100225
Paid Chk# 5331e EFTPS	02-Oct-25	\$3,612.23 payroll fed tax dep 100225
Paid Chk# 5332e MN DEPT OF LABOR & INDUSTRY	10-Oct-25	\$26.00 Q3 building permit surcharge
Paid Chk# 5333e MN DEPT. OF REVENUE	10-Oct-25	\$782.00 Sept sales tax
Paid Chk# 5334e CENTERPOINT ENERGY	22-Oct-25	\$9.50 City Garage Utility
Paid Chk# 5335e CENTERPOINT ENERGY	22-Oct-25	\$29.79 Wellhouse utility
Paid Chk# 5336e CENTERPOINT ENERGY	22-Oct-25	\$32.11 Lift Station utility
Paid Chk# 5337e VERIZON WIRELESS	13-Oct-25	\$66.62 PW tablet data plan
Paid Chk# 5338e XCEL ENERGY	09-Oct-25	\$6,427.10 electric utility
Paid Chk# 5339e 21st Century Bank	07-Oct-25	\$4.00 NSF fee for R Koch returned check
		<u>\$41,797.95</u>

Paper check total	\$84,386.97
Electronic check total	<u>\$41,797.95</u>
<b>Grand Total:</b>	<b>\$126,184.92</b>

**CITY OF LORETTO**  
**Monthly Balance Sheet**  
**Current Period: October 2025**

Account Descr	Begin Yr	MTD Debit	MTD Credit	YTD Debit	YTD Credit	Current Balance
<b>101 GENERAL FUND</b>						
G 101-10100 Cash	\$554,664.75	\$4,883.53	\$55,127.78	\$430,700.64	\$593,121.58	\$392,243.81
G 101-10200 Petty Cash	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00
G 101-25300 Unreserved Fund Balance	-\$554,714.75	\$55,127.78	\$4,883.53	\$596,173.53	\$433,752.59	-\$392,293.81
<b>101 GENERAL FUND</b>	<b>\$0.00</b>	<b>\$60,011.31</b>	<b>\$60,011.31</b>	<b>\$1,026,874.17</b>	<b>\$1,026,874.17</b>	<b>\$0.00</b>
<b>225 CAPITAL IMPROVEMENT FUND</b>						
G 225-10100 Cash	\$283,785.66	\$789.25	\$0.00	\$8,666.66	\$32,116.10	\$260,336.22
G 225-20711 Due to Water Capital Fund	-\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$10,000.00
G 225-25300 Unreserved Fund Balance	-\$273,785.66	\$0.00	\$789.25	\$32,116.10	\$8,666.66	-\$250,336.22
<b>225 CAPITAL IMPROVEMENT FUND</b>	<b>\$0.00</b>	<b>\$789.25</b>	<b>\$789.25</b>	<b>\$40,782.76</b>	<b>\$40,782.76</b>	<b>\$0.00</b>
<b>227 2021 ST IMP PROJECT FUND</b>						
G 227-10100 Cash	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.45
G 227-25300 Unreserved Fund Balance	-\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	-\$0.45
<b>227 2021 ST IMP PROJECT FUND</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>228 2023 ST IMP PROJECT FUND</b>						
G 228-10100 Cash	\$164,738.90	\$312.26	\$12,444.55	\$3,688.16	\$77,870.01	\$90,557.05
G 228-25300 Unreserved Fund Balance	-\$164,738.90	\$12,444.55	\$312.26	\$77,870.01	\$3,688.16	-\$90,557.05
<b>228 2023 ST IMP PROJECT FUND</b>	<b>\$0.00</b>	<b>\$12,756.81</b>	<b>\$12,756.81</b>	<b>\$81,558.17</b>	<b>\$81,558.17</b>	<b>\$0.00</b>
<b>352 2021 ST PROJECT BOND FUND</b>						
G 352-10100 Cash	\$132,767.70	\$411.04	\$0.00	\$72,071.81	\$69,256.50	\$135,583.01
G 352-25300 Unreserved Fund Balance	-\$132,767.70	\$0.00	\$411.04	\$69,256.50	\$72,071.81	-\$135,583.01
<b>352 2021 ST PROJECT BOND FUND</b>	<b>\$0.00</b>	<b>\$411.04</b>	<b>\$411.04</b>	<b>\$141,328.31</b>	<b>\$141,328.31</b>	<b>\$0.00</b>
<b>353 2023 ST PROJECT BOND FUND</b>						
G 353-10100 Cash	\$38,999.43	\$0.00	\$0.00	\$22,881.50	\$68,991.81	-\$7,110.88
G 353-25300 Unreserved Fund Balance	-\$38,999.43	\$0.00	\$0.00	\$68,991.81	\$22,881.50	\$7,110.88
<b>353 2023 ST PROJECT BOND FUND</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$91,873.31</b>	<b>\$91,873.31</b>	<b>\$0.00</b>
<b>601 WATER FUND</b>						
G 601-10100 Cash	\$132,088.42	\$4,988.80	\$8,231.15	\$239,858.04	\$280,236.82	\$91,709.64
G 601-11500 Accounts Receivable	\$24,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,900.00
G 601-12200 Special Assess Rec-Delinquent	\$734.00	\$0.00	\$0.00	\$0.00	\$0.00	\$734.00
G 601-12300 Special Assess Rec-Deferred	\$33,215.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,215.00
G 601-15699 Deferred Outflows of Pension R	\$3,764.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,764.00
G 601-16300 Improvements Other Than Bldg	\$2,169,526.73	\$0.00	\$0.00	\$0.00	\$0.00	\$2,169,526.73
G 601-16400 Fixed Asset-Equip/Machinery	\$73,409.00	\$0.00	\$0.00	\$0.00	\$0.00	\$73,409.00

**CITY OF LORETTO**  
**Monthly Balance Sheet**  
**Current Period: October 2025**

Account Descr	Begin Yr	MTD Debit	MTD Credit	YTD Debit	YTD Credit	Current Balance
G 601-16410 Fixed Asset-Equip Depreciation	-\$466,736.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$466,736.00
G 601-20200 Accounts Payable	-\$1,773.00	\$0.00	\$0.00	\$1,773.00	\$0.00	\$0.00
G 601-21500 Accrued Interest Payable	-\$26,332.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$26,332.00
G 601-21600 Accrued Wages & Salaries Paya	-\$1,381.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$1,381.00
G 601-21650 Compensated Absences-Curren	-\$3,183.00	\$0.00	\$0.00	\$1,102.00	\$0.00	-\$2,081.00
G 601-21800 Water State Sales Tax	\$202.65	\$411.00	\$114.22	\$3,276.00	\$3,388.61	\$90.04
G 601-22299 Deferred Inflows of Pension Re	-\$13,654.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$13,654.00
G 601-22400 Unamortized Premium Bonds S	-\$45,584.20	\$0.00	\$0.00	\$0.00	\$0.00	-\$45,584.20
G 601-22520 Special Assess Bonds Payable	-\$65,000.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$65,000.00
G 601-22530 Revenue Bonds Payable	-\$1,235,000.00	\$0.00	\$0.00	\$50,000.00	\$0.00	-\$1,185,000.00
G 601-23999 Pension Liability	-\$17,708.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$17,708.00
G 601-25300 Unreserved Fund Balance	-\$561,496.60	\$7,820.15	\$4,874.58	\$226,960.82	\$239,344.43	-\$573,880.21
G 601-33439 PERA Pension Other Revenue	\$8.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8.00
<b>601 WATER FUND</b>	<b>\$0.00</b>	<b>\$13,219.95</b>	<b>\$13,219.95</b>	<b>\$522,969.86</b>	<b>\$522,969.86</b>	<b>\$0.00</b>
<b>602 WASTEWATER FUND</b>						
G 602-10100 Cash	\$98,585.54	\$2,188.39	\$12,276.13	\$197,806.78	\$177,077.60	\$119,314.72
G 602-11500 Accounts Receivable	\$19,327.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,327.00
G 602-12200 Special Assess Rec-Delinquent	\$546.00	\$0.00	\$0.00	\$0.00	\$0.00	\$546.00
G 602-12300 Special Assess Rec-Deferred	\$23,866.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,866.00
G 602-15699 Deferred Outflows of Pension R	\$4,070.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,070.00
G 602-16300 Improvements Other Than Bldg	\$210,301.00	\$0.00	\$0.00	\$0.00	\$0.00	\$210,301.00
G 602-16400 Fixed Asset-Equip/Machinery	\$85,978.00	\$0.00	\$0.00	\$0.00	\$0.00	\$85,978.00
G 602-16410 Fixed Asset-Equip Depreciation	-\$237,735.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$237,735.00
G 602-20200 Accounts Payable	-\$1,035.00	\$0.00	\$0.00	\$1,035.00	\$0.00	\$0.00
G 602-21500 Accrued Interest Payable	-\$1,283.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$1,283.00
G 602-21600 Accrued Wages & Salaries Paya	-\$1,436.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$1,436.00
G 602-21650 Compensated Absences-Curren	-\$3,339.00	\$0.00	\$0.00	\$404.00	\$0.00	-\$2,935.00
G 602-22299 Deferred Inflows of Pension Re	-\$14,764.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$14,764.00
G 602-22400 Unamortized Premium Bonds S	-\$2,424.05	\$0.00	\$0.00	\$0.00	\$0.00	-\$2,424.05
G 602-22520 Special Assess Bonds Payable	-\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$5,000.00
G 602-22530 Revenue Bonds Payable	-\$170,000.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$170,000.00
G 602-23999 Pension Liability	-\$19,149.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$19,149.00
G 602-25300 Unreserved Fund Balance	\$13,482.51	\$12,276.13	\$2,188.39	\$183,068.16	\$205,236.34	-\$8,685.67
G 602-33439 PERA Pension Other Revenue	\$9.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9.00
<b>602 WASTEWATER FUND</b>	<b>\$0.00</b>	<b>\$14,464.52</b>	<b>\$14,464.52</b>	<b>\$382,313.94</b>	<b>\$382,313.94</b>	<b>\$0.00</b>
<b>603 GARBAGE/RECYCLING FUND</b>						
G 603-10100 Cash	\$1,467.61	\$419.59	\$6,292.13	\$57,126.25	\$64,778.20	-\$6,184.34
G 603-11500 Accounts Receivable	\$6,196.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,196.00

**CITY OF LORETTO**  
**Monthly Balance Sheet**  
**Current Period: October 2025**

Account Descr	Begin Yr	MTD Debit	MTD Credit	YTD Debit	YTD Credit	Current Balance
G 603-15699 Deferred Outflows of Pension R	\$656.00	\$0.00	\$0.00	\$0.00	\$0.00	\$656.00
G 603-20200 Accounts Payable	-\$5,563.00	\$0.00	\$0.00	\$5,563.00	\$0.00	\$0.00
G 603-21600 Accrued Wages & Salaries Paya	-\$265.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$265.00
G 603-21650 Compensated Absences-Curren	-\$523.00	\$0.00	\$0.00	\$20.00	\$0.00	-\$503.00
G 603-21820 Garbage State Sales Tax	\$18.25	\$379.03	\$23.43	\$3,586.52	\$3,602.53	\$2.24
G 603-21830 County SWM Fee	\$842.00	\$601.76	\$37.14	\$5,634.69	\$5,717.93	\$758.76
G 603-22299 Deferred Inflows of Pension Re	-\$2,383.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$2,383.00
G 603-23999 Pension Liability	-\$3,090.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$3,090.00
G 603-25300 Unreserved Fund Balance	\$2,642.14	\$5,311.34	\$359.02	\$55,556.99	\$53,388.79	\$4,810.34
G 603-33439 PERA Pension Other Revenue	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2.00
<b>603 GARBAGE/RECYCLING FUND</b>	<b>\$0.00</b>	<b>\$6,711.72</b>	<b>\$6,711.72</b>	<b>\$127,487.45</b>	<b>\$127,487.45</b>	<b>\$0.00</b>
<b>604 STORM WATER FUND</b>						
G 604-10100 Cash	\$34,016.01	\$1,005.12	\$1,470.10	\$70,209.09	\$30,549.47	\$73,675.63
G 604-11500 Accounts Receivable	\$9,870.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,870.00
G 604-15699 Deferred Outflows of Pension R	\$1,108.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,108.00
G 604-16400 Fixed Asset-Equip/Machinery	\$15,488.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,488.00
G 604-16410 Fixed Asset-Equip Depreciation	-\$37,358.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$37,358.00
G 604-20200 Accounts Payable	-\$13.00	\$0.00	\$0.00	\$13.00	\$0.00	\$0.00
G 604-21600 Accrued Wages & Salaries Paya	-\$402.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$402.00
G 604-21650 Compensated Absences-Curren	-\$920.00	\$0.00	\$0.00	\$171.00	\$0.00	-\$749.00
G 604-22299 Deferred Inflows of Pension Re	-\$4,018.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$4,018.00
G 604-23999 Pension Liability	-\$5,212.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$5,212.00
G 604-25300 Unreserved Fund Balance	-\$12,561.01	\$1,470.10	\$1,005.12	\$30,549.47	\$70,393.09	-\$52,404.63
G 604-33439 PERA Pension Other Revenue	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2.00
<b>604 STORM WATER FUND</b>	<b>\$0.00</b>	<b>\$2,475.22</b>	<b>\$2,475.22</b>	<b>\$100,942.56</b>	<b>\$100,942.56</b>	<b>\$0.00</b>
<b>611 WATER CAPITAL FUND</b>						
G 611-10100 Cash	\$78,021.11	\$243.43	\$0.00	\$2,338.11	\$62.00	\$80,297.22
G 611-13101 Due from other funds	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00
G 611-16400 Fixed Asset-Equip/Machinery	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,000.00
G 611-25300 Unreserved Fund Balance	-\$94,021.11	\$0.00	\$243.43	\$62.00	\$2,338.11	-\$96,297.22
<b>611 WATER CAPITAL FUND</b>	<b>\$0.00</b>	<b>\$243.43</b>	<b>\$243.43</b>	<b>\$2,400.11</b>	<b>\$2,400.11</b>	<b>\$0.00</b>
<b>612 SEWER CAPITAL FUND</b>						
G 612-10100 Cash	\$130,895.93	\$408.40	\$0.00	\$4,162.53	\$345.00	\$134,713.46
G 612-16300 Improvements Other Than Bldg	\$1,107,288.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,107,288.00
G 612-16400 Fixed Asset-Equip/Machinery	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,000.00
G 612-25300 Unreserved Fund Balance	-\$1,244,183.93	\$0.00	\$408.40	\$345.00	\$4,162.53	-\$1,248,001.46
<b>612 SEWER CAPITAL FUND</b>	<b>\$0.00</b>	<b>\$408.40</b>	<b>\$408.40</b>	<b>\$4,507.53</b>	<b>\$4,507.53</b>	<b>\$0.00</b>

**CITY OF LORETTO**  
**Monthly Balance Sheet**  
**Current Period: October 2025**

Account Descr	Begin Yr	MTD Debit	MTD Credit	YTD Debit	YTD Credit	Current Balance
614 STORMWATER CAPITAL FUND						
G 614-10100 Cash	\$86,607.29	\$269.44	\$0.00	\$2,698.65	\$431.00	\$88,874.94
G 614-16300 Improvements Other Than Bldg	\$222,049.00	\$0.00	\$0.00	\$0.00	\$0.00	\$222,049.00
G 614-16400 Fixed Asset-Equip/Machinery	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,000.00
G 614-20200 Accounts Payable	-\$254.00	\$0.00	\$0.00	\$254.00	\$0.00	\$0.00
G 614-25300 Unreserved Fund Balance	-\$314,402.29	\$0.00	\$269.44	\$431.00	\$2,952.65	-\$316,923.94
614 STORMWATER CAPITAL FUND	\$0.00	\$269.44	\$269.44	\$3,383.65	\$3,383.65	\$0.00
	\$0.00	\$111,761.09	\$111,761.09	\$2,526,421.82	\$2,526,421.82	\$0.00

(((Not [Begin Yr]=0))) OR ((Not [YTD Debit]=0))) OR ((Not [YTD Credit]=0))) OR ((Not [Current Balance]=0))

**CITY OF LORETTO**  
**Expenditure Guideline by Department**  
**Current Period: October 2025**

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Account Descr	2025 YTD Budget	2025 YTD Amt	Balance	% of Budget
101 GENERAL FUND				
41110 Council				
E 101-41110-100 Wages	\$17,000.00	\$0.00	\$17,000.00	0.00%
E 101-41110-120 Benefits	\$2,150.00	\$0.00	\$2,150.00	0.00%
E 101-41110-150 Worker s Comp	\$200.00	\$89.00	\$111.00	44.50%
E 101-41110-208 Training and Instr	\$500.00	\$0.00	\$500.00	0.00%
41110 Council	\$19,850.00	\$89.00	\$19,761.00	
41130 Ordinances and Proceedings				
E 101-41130-351 Publishing	\$600.00	\$552.55	\$47.45	92.09%
41130 Ordinances and Proceeding	\$600.00	\$552.55	\$47.45	
41400 City Clerk				
E 101-41400-100 Wages	\$69,130.00	\$52,516.17	\$16,613.83	75.97%
E 101-41400-120 Benefits	\$10,480.00	\$7,897.96	\$2,582.04	75.36%
E 101-41400-150 Worker s Comp	\$1,000.00	\$485.00	\$515.00	48.50%
E 101-41400-208 Training and Instr	\$1,000.00	\$0.00	\$1,000.00	0.00%
E 101-41400-331 Mileage Reimburse	\$200.00	\$23.94	\$176.06	11.97%
41400 City Clerk	\$81,810.00	\$60,923.07	\$20,886.93	
41410 Elections				
E 101-41410-430 Miscellaneous	\$1,500.00	\$33.60	\$1,466.40	2.24%
41410 Elections	\$1,500.00	\$33.60	\$1,466.40	
41500 Financial Administration				
E 101-41500-301 Auditing and Acct	\$10,000.00	\$9,750.00	\$250.00	97.50%
41500 Financial Administration	\$10,000.00	\$9,750.00	\$250.00	
41570 Purchasing				
E 101-41570-200 Office Supplies	\$2,700.00	\$2,345.75	\$354.25	86.88%
E 101-41570-209 Computer Softwar	\$7,700.00	\$5,367.81	\$2,332.19	69.71%
E 101-41570-321 Telephone	\$1,200.00	\$787.64	\$412.36	65.64%
E 101-41570-322 Postage	\$2,300.00	\$2,329.58	-\$29.58	101.29%
E 101-41570-400 Repairs & Maint Co	\$1,800.00	\$618.66	\$1,181.34	34.37%
E 101-41570-500 Capital Outlay	\$3,000.00	\$0.00	\$3,000.00	0.00%
41570 Purchasing	\$18,700.00	\$11,449.44	\$7,250.56	
41610 City Attorney				
E 101-41610-304 Legal Fees	\$8,000.00	\$5,229.50	\$2,770.50	65.37%
41610 City Attorney	\$8,000.00	\$5,229.50	\$2,770.50	
41620 City Prosecutor				
E 101-41620-304 Legal Fees	\$8,700.00	\$10,690.20	-\$1,990.20	122.88%
41620 City Prosecutor	\$8,700.00	\$10,690.20	-\$1,990.20	
41900 Other General Government				
E 101-41900-360 Insurance	\$10,000.00	\$9,133.55	\$866.45	91.34%
E 101-41900-433 Dues and Subscrip	\$4,900.00	\$4,987.10	-\$87.10	101.78%
41900 Other General Government	\$14,900.00	\$14,120.65	\$779.35	
41910 Planning				
E 101-41910-300 Professional Srvs	\$2,500.00	\$547.50	\$1,952.50	21.90%
41910 Planning	\$2,500.00	\$547.50	\$1,952.50	
41940 General Govt Buildings/Plant				
E 101-41940-410 Rentals (GENERAL	\$32,400.00	\$23,893.00	\$8,507.00	73.74%
E 101-41940-500 Capital Outlay	\$6,000.00	\$0.00	\$6,000.00	0.00%
41940 General Govt Buildings/Pla	\$38,400.00	\$23,893.00	\$14,507.00	

CITY OF LORETTO

Expenditure Guideline by Department

Current Period: October 2025

Account Descr	2025 YTD Budget	2025 YTD Amt	Balance	% of Budget
42110 Police Administration				
E 101-42110-300 Professional Srvs	\$71,000.00	\$59,119.80	\$11,880.20	83.27%
42110 Police Administration	\$71,000.00	\$59,119.80	\$11,880.20	
42200 Fire				
E 101-42200-311 Fire Contract	\$67,400.00	\$67,402.84	-\$2.84	100.00%
42200 Fire	\$67,400.00	\$67,402.84	-\$2.84	
42401 Building Inspection Admin				
E 101-42401-300 Professional Srvs	\$3,000.00	\$5,013.02	-\$2,013.02	167.10%
E 101-42401-438 Building Permit Sur	\$500.00	\$546.50	-\$46.50	109.30%
42401 Building Inspection Admin	\$3,500.00	\$5,559.52	-\$2,059.52	
42600 Public Health Emergency				
E 101-42600-300 Professional Srvs	\$0.00	\$6,469.65	-\$6,469.65	0.00%
E 101-42600-500 Capital Outlay	\$0.00	\$28,943.00	-\$28,943.00	0.00%
42600 Public Health Emergency	\$0.00	\$35,412.65	-\$35,412.65	
42900 Code Enforcement Services				
E 101-42900-300 Professional Srvs	\$200.00	\$0.00	\$200.00	0.00%
42900 Code Enforcement Services	\$200.00	\$0.00	\$200.00	
43100 Hwys, Streets, & Roads				
E 101-43100-100 Wages	\$81,770.00	\$62,087.99	\$19,682.01	75.93%
E 101-43100-120 Benefits	\$11,850.00	\$9,129.50	\$2,720.50	77.04%
E 101-43100-150 Worker s Comp	\$6,500.00	\$3,911.00	\$2,589.00	60.17%
E 101-43100-208 Training and Instr	\$700.00	\$696.35	\$3.65	99.48%
E 101-43100-212 Motor Fuels	\$3,000.00	\$3,000.00	\$0.00	100.00%
E 101-43100-303 Engineering Fees	\$15,000.00	\$517.50	\$14,482.50	3.45%
E 101-43100-380 Utility Services	\$20,000.00	\$16,500.84	\$3,499.16	82.50%
E 101-43100-400 Repairs & Maint Co	\$43,700.00	\$38,301.39	\$5,398.61	87.65%
E 101-43100-450 Small City Assistan	\$0.00	\$9,215.00	-\$9,215.00	0.00%
E 101-43100-500 Capital Outlay	\$14,700.00	\$0.00	\$14,700.00	0.00%
43100 Hwys, Streets, & Roads	\$197,220.00	\$143,359.57	\$53,860.43	
43125 Ice & Snow Removal				
E 101-43125-224 Street Maint Materi	\$10,000.00	\$2,511.13	\$7,488.87	25.11%
43125 Ice & Snow Removal	\$10,000.00	\$2,511.13	\$7,488.87	
45100 Fun Fest				
E 101-45100-430 Miscellaneous	\$13,000.00	\$11,988.54	\$1,011.46	92.22%
45100 Fun Fest	\$13,000.00	\$11,988.54	\$1,011.46	
45110 Holiday Train				
E 101-45110-430 Miscellaneous	\$1,500.00	\$50.00	\$1,450.00	3.33%
45110 Holiday Train	\$1,500.00	\$50.00	\$1,450.00	
45200 Parks				
E 101-45200-100 Wages	\$60,020.00	\$44,842.01	\$15,177.99	74.71%
E 101-45200-120 Benefits	\$8,830.00	\$6,744.64	\$2,085.36	76.38%
E 101-45200-150 Worker s Comp	\$4,000.00	\$3,377.00	\$623.00	84.43%
E 101-45200-208 Training and Instr	\$700.00	\$696.34	\$3.66	99.48%
E 101-45200-212 Motor Fuels	\$3,000.00	\$0.00	\$3,000.00	0.00%
E 101-45200-217 LCAA Operating Su	\$3,000.00	\$7,430.36	-\$4,430.36	247.68%
E 101-45200-380 Utility Services	\$10,000.00	\$7,729.33	\$2,270.67	77.29%
E 101-45200-400 Repairs & Maint Co	\$20,000.00	\$23,362.73	-\$3,362.73	116.81%
E 101-45200-500 Capital Outlay	\$28,800.00	\$0.00	\$28,800.00	0.00%
E 101-45200-506 Equipment Grant E	\$0.00	\$16,494.31	-\$16,494.31	0.00%

CITY OF LORETTO

Expenditure Guideline by Department

Current Period: October 2025

Account Descr	2025 YTD Budget	2025 YTD Amt	Balance	% of Budget
E 101-45200-507 Playground Grant	\$0.00	\$16,463.32	-\$16,463.32	0.00%
45200 Parks	\$138,350.00	\$127,140.04	\$11,209.96	
49000 Miscellaneous				
E 101-49000-430 Miscellaneous	\$2,270.00	\$783.00	\$1,487.00	34.49%
E 101-49000-720 Operating Transfer	\$38,000.00	\$0.00	\$38,000.00	0.00%
E 101-49000-810 Refund/Reimburse	\$0.00	\$23.00	-\$23.00	0.00%
49000 Miscellaneous	\$40,270.00	\$806.00	\$39,464.00	
101 GENERAL FUND	\$747,400.00	\$590,628.60	\$156,771.40	
225 CAPITAL IMPROVEMENT FUND				
41910 Planning				
E 225-41910-500 Capital Outlay	\$0.00	\$14,068.10	-\$14,068.10	0.00%
41910 Planning	\$0.00	\$14,068.10	-\$14,068.10	
45200 Parks				
E 225-45200-500 Capital Outlay	\$0.00	\$17,197.00	-\$17,197.00	0.00%
45200 Parks	\$0.00	\$17,197.00	-\$17,197.00	
225 CAPITAL IMPROVEMENT FUND	\$0.00	\$31,265.10	-\$31,265.10	
228 2023 ST IMP PROJECT FUND				
43100 Hwys, Streets, & Roads				
E 228-43100-500 Capital Outlay	\$0.00	\$77,310.01	-\$77,310.01	0.00%
43100 Hwys, Streets, & Roads	\$0.00	\$77,310.01	-\$77,310.01	
228 2023 ST IMP PROJECT FUND	\$0.00	\$77,310.01	-\$77,310.01	
352 2021 ST PROJECT BOND FUND				
47000 Debt Service				
E 352-47000-600 Debt Srv Principal	\$55,000.00	\$55,000.00	\$0.00	100.00%
E 352-47000-610 Interest	\$13,270.00	\$13,267.50	\$2.50	99.98%
47000 Debt Service	\$68,270.00	\$68,267.50	\$2.50	
47500 Fiscal Agent s Fee (Debt Srvs)				
E 352-47500-620 Fiscal Agent s Fees	\$0.00	\$495.00	-\$495.00	0.00%
47500 Fiscal Agent s Fee (Debt Sr	\$0.00	\$495.00	-\$495.00	
352 2021 ST PROJECT BOND FUND	\$68,270.00	\$68,762.50	-\$492.50	
353 2023 ST PROJECT BOND FUND				
47000 Debt Service				
E 353-47000-610 Interest	\$63,560.00	\$63,558.19	\$1.81	100.00%
E 353-47000-620 Fiscal Agent s Fees	\$0.00	\$495.00	-\$495.00	0.00%
47000 Debt Service	\$63,560.00	\$64,053.19	-\$493.19	
353 2023 ST PROJECT BOND FUND	\$63,560.00	\$64,053.19	-\$493.19	
601 WATER FUND				
41400 City Clerk				
E 601-41400-100 Wages	\$16,130.00	\$12,258.15	\$3,871.85	76.00%
E 601-41400-120 Benefits	\$2,440.00	\$1,842.97	\$597.03	75.53%
41400 City Clerk	\$18,570.00	\$14,101.12	\$4,468.88	
41900 Other General Government				
E 601-41900-301 Auditing and Acct	\$8,000.00	\$8,250.00	-\$250.00	103.13%
41900 Other General Government	\$8,000.00	\$8,250.00	-\$250.00	
49300 Other Finanacing Uses				

CITY OF LORETTO

Expenditure Guideline by Department

Current Period: October 2025

Account Descr	2025 YTD Budget	2025 YTD Amt	Balance	% of Budget
E 601-49300-600 Debt Srv Principal	\$50,000.00	\$0.00	\$50,000.00	0.00%
E 601-49300-611 Bond Interest	\$1,160.00	\$1,155.00	\$5.00	99.57%
49300 Other Finanacing Uses	\$51,160.00	\$1,155.00	\$50,005.00	
49400 Water Utilities				
E 601-49400-100 Wages	\$39,980.00	\$29,941.63	\$10,038.37	74.89%
E 601-49400-120 Benefits	\$5,860.00	\$4,564.75	\$1,295.25	77.90%
E 601-49400-150 Worker s Comp	\$1,800.00	\$1,051.00	\$749.00	58.39%
E 601-49400-200 Office Supplies	\$400.00	\$0.00	\$400.00	0.00%
E 601-49400-208 Training and Instr	\$1,800.00	\$696.35	\$1,103.65	38.69%
E 601-49400-209 Computer Softwar	\$1,900.00	\$1,459.86	\$440.14	76.83%
E 601-49400-212 Motor Fuels	\$1,000.00	\$156.66	\$843.34	15.67%
E 601-49400-216 Chemicals and Che	\$8,000.00	\$7,925.26	\$74.74	99.07%
E 601-49400-303 Engineering Fees	\$4,000.00	\$379.50	\$3,620.50	9.49%
E 601-49400-321 Telephone	\$170.00	\$155.68	\$14.32	91.58%
E 601-49400-322 Postage	\$200.00	\$200.00	\$0.00	100.00%
E 601-49400-360 Insurance	\$5,000.00	\$4,717.15	\$282.85	94.34%
E 601-49400-364 Leak Protection Ins	\$2,640.00	\$2,779.00	-\$139.00	105.27%
E 601-49400-380 Utility Services	\$19,500.00	\$15,344.50	\$4,155.50	78.69%
E 601-49400-400 Repairs & Maint Co	\$30,000.00	\$14,018.48	\$15,981.52	46.73%
E 601-49400-405 Depreciation (GEN	\$26,800.00	\$0.00	\$26,800.00	0.00%
E 601-49400-433 Dues and Subscrip	\$6,020.00	\$4,447.74	\$1,572.26	73.88%
E 601-49400-500 Capital Outlay	\$34,700.00	\$28,571.75	\$6,128.25	82.34%
E 601-49400-535 Utility Construction	\$0.00	\$8,426.60	-\$8,426.60	0.00%
E 601-49400-600 Debt Srv Principal	\$15,000.00	\$15,000.00	\$0.00	100.00%
E 601-49400-610 Interest	\$53,400.00	\$53,435.29	-\$35.29	100.07%
E 601-49400-810 Refund/Reimburse	\$0.00	\$614.37	-\$614.37	0.00%
49400 Water Utilities	\$258,170.00	\$193,885.57	\$64,284.43	
601 WATER FUND	\$335,900.00	\$217,391.69	\$118,508.31	
602 WASTEWATER FUND				
41400 City Clerk				
E 602-41400-100 Wages	\$16,130.00	\$12,246.71	\$3,883.29	75.93%
E 602-41400-120 Benefits	\$2,440.00	\$1,842.98	\$597.02	75.53%
41400 City Clerk	\$18,570.00	\$14,089.69	\$4,480.31	
49450 Sewer				
E 602-49450-100 Wages	\$43,120.00	\$32,977.84	\$10,142.16	76.48%
E 602-49450-120 Benefits	\$6,260.00	\$4,872.64	\$1,387.36	77.84%
E 602-49450-150 Worker s Comp	\$1,400.00	\$1,004.00	\$396.00	71.71%
E 602-49450-200 Office Supplies	\$200.00	\$0.00	\$200.00	0.00%
E 602-49450-208 Training and Instr	\$1,000.00	\$696.35	\$303.65	69.64%
E 602-49450-209 Computer Softwar	\$1,700.00	\$1,269.12	\$430.88	74.65%
E 602-49450-212 Motor Fuels	\$1,300.00	\$1,300.00	\$0.00	100.00%
E 602-49450-216 Chemicals and Che	\$4,200.00	\$4,474.61	-\$274.61	106.54%
E 602-49450-303 Engineering Fees	\$3,000.00	\$0.00	\$3,000.00	0.00%
E 602-49450-321 Telephone	\$170.00	\$155.62	\$14.38	91.54%
E 602-49450-322 Postage	\$200.00	\$200.00	\$0.00	100.00%
E 602-49450-360 Insurance	\$3,000.00	\$2,915.15	\$84.85	97.17%
E 602-49450-380 Utility Services	\$15,000.00	\$15,089.22	-\$89.22	100.59%
E 602-49450-390 Municipal Wastewa	\$71,890.00	\$59,905.60	\$11,984.40	83.33%
E 602-49450-400 Repairs & Maint Co	\$41,500.00	\$18,384.41	\$23,115.59	44.30%
E 602-49450-433 Dues and Subscrip	\$5,320.00	\$2,824.59	\$2,495.41	53.09%
E 602-49450-500 Capital Outlay	\$37,000.00	\$0.00	\$37,000.00	0.00%

CITY OF LORETTO

Expenditure Guideline by Department

Current Period: October 2025

Account Descr	2025 YTD Budget	2025 YTD Amt	Balance	% of Budget
E 602-49450-600 Debt Srv Principal	\$5,000.00	\$5,000.00	\$0.00	100.00%
E 602-49450-610 Interest	\$3,070.00	\$3,067.50	\$2.50	99.92%
49450 Sewer	\$244,330.00	\$154,136.65	\$90,193.35	
602 WASTEWATER FUND	\$262,900.00	\$168,226.34	\$94,673.66	
603 GARBAGE/RECYCLING FUND				
41400 City Clerk				
E 603-41400-100 Wages	\$9,220.00	\$6,981.32	\$2,238.68	75.72%
E 603-41400-120 Benefits	\$1,400.00	\$1,052.98	\$347.02	75.21%
41400 City Clerk	\$10,620.00	\$8,034.30	\$2,585.70	
49500 Refuse/Garbage				
E 603-49500-129 Pension Expense	\$0.00	\$31.68	-\$31.68	0.00%
E 603-49500-200 Office Supplies	\$300.00	\$0.00	\$300.00	0.00%
E 603-49500-209 Computer Softwar	\$800.00	\$486.52	\$313.48	60.82%
E 603-49500-313 Independent Contr	\$36,000.00	\$28,094.24	\$7,905.76	78.04%
E 603-49500-322 Postage	\$600.00	\$600.00	\$0.00	100.00%
49500 Refuse/Garbage	\$37,700.00	\$29,212.44	\$8,487.56	
49501 Recycling/Organics				
E 603-49501-313 Independent Contr	\$14,000.00	\$13,412.44	\$587.56	95.80%
49501 Recycling/Organics	\$14,000.00	\$13,412.44	\$587.56	
603 GARBAGE/RECYCLING FUND	\$62,320.00	\$50,659.18	\$11,660.82	
604 STORM WATER FUND				
41400 City Clerk				
E 604-41400-100 Wages	\$4,610.00	\$3,052.28	\$1,557.72	66.21%
E 604-41400-120 Benefits	\$700.00	\$526.53	\$173.47	75.22%
41400 City Clerk	\$5,310.00	\$3,578.81	\$1,731.19	
49600 Storm Water				
E 604-49600-100 Wages	\$11,840.00	\$9,185.34	\$2,654.66	77.58%
E 604-49600-120 Benefits	\$1,730.00	\$1,291.16	\$438.84	74.63%
E 604-49600-150 Worker s Comp	\$400.00	\$400.00	\$0.00	100.00%
E 604-49600-200 Office Supplies	\$300.00	\$0.00	\$300.00	0.00%
E 604-49600-209 Computer Softwar	\$600.00	\$411.68	\$188.32	68.61%
E 604-49600-212 Motor Fuels	\$1,300.00	\$0.00	\$1,300.00	0.00%
E 604-49600-303 Engineering Fees	\$13,000.00	\$1,867.10	\$11,132.90	14.36%
E 604-49600-321 Telephone	\$160.00	\$85.74	\$74.26	53.59%
E 604-49600-322 Postage	\$200.00	\$200.00	\$0.00	100.00%
E 604-49600-360 Insurance	\$1,600.00	\$1,686.15	-\$86.15	105.38%
E 604-49600-400 Repairs & Maint Co	\$15,000.00	\$2,513.99	\$12,486.01	16.76%
E 604-49600-433 Dues and Subscrip	\$8,400.00	\$8,521.49	-\$121.49	101.45%
E 604-49600-500 Capital Outlay	\$31,450.00	\$0.00	\$31,450.00	0.00%
49600 Storm Water	\$85,980.00	\$26,162.65	\$59,817.35	
604 STORM WATER FUND	\$91,290.00	\$29,741.46	\$61,548.54	
	\$1,631,640.00	\$1,298,038.07	\$333,601.93	

((Not [YTD Budget]=0))) OR ((Not [YTD Amount]=0))

**CITY OF LORETTO**  
**Revenue Guideline by Department**  
**Current Period: October 2025**

Account Descr	2025 YTD Budget	2025 YTD Amt	Balance	% of Budget
101 GENERAL FUND				
41000 General Government				
R 101-41000-31010 Current Ad Valo	\$578,700.00	\$306,746.23	\$271,953.77	53.01%
R 101-41000-31040 Fiscal Disparities	\$0.00	-\$11.60	\$11.60	0.00%
R 101-41000-32110 Alcoholic Bever	\$15,800.00	\$11,900.00	\$3,900.00	75.32%
R 101-41000-32210 Building Permits	\$10,000.00	\$16,718.19	-\$6,718.19	167.18%
R 101-41000-33400 State Grants an	\$19,000.00	\$4,693.50	\$14,306.50	24.70%
R 101-41000-33401 Local Governme	\$55,100.00	\$27,562.50	\$27,537.50	50.02%
R 101-41000-33610 County Grants/A	\$1,500.00	\$6,515.00	-\$5,015.00	434.33%
R 101-41000-33620 Other County Gr	\$0.00	\$10,000.00	-\$10,000.00	0.00%
R 101-41000-34000 Charges for Ser	\$1,000.00	\$950.00	\$50.00	95.00%
R 101-41000-34103 Zoning and Sub	\$300.00	\$0.00	\$300.00	0.00%
R 101-41000-34780 Park Fees	\$13,000.00	\$11,144.00	\$1,856.00	85.72%
R 101-41000-34950 Other Revenues	\$9,000.00	\$0.00	\$9,000.00	0.00%
R 101-41000-35100 Court Fines	\$3,000.00	\$1,001.00	\$1,999.00	33.37%
R 101-41000-36200 Miscellaneous R	\$0.00	\$330.00	-\$330.00	0.00%
R 101-41000-36210 Interest Earning	\$15,000.00	\$13,354.83	\$1,645.17	89.03%
R 101-41000-36230 Contributions an	\$0.00	\$5,978.24	-\$5,978.24	0.00%
R 101-41000-36240 Refunds/Reimb	\$0.00	\$2,440.77	-\$2,440.77	0.00%
R 101-41000-36242 Insurance Divid	\$2,000.00	\$0.00	\$2,000.00	0.00%
R 101-41000-36245 Fun Fest Firewo	\$10,000.00	\$8,885.00	\$1,115.00	88.85%
R 101-41000-39200 Interfund Opera	\$14,000.00	\$0.00	\$14,000.00	0.00%
41000 General Government	\$747,400.00	\$428,207.66	\$319,192.34	
101 GENERAL FUND	\$747,400.00	\$428,207.66	\$319,192.34	
225 CAPITAL IMPROVEMENT FUND				
41000 General Government				
R 225-41000-36210 Interest Earning	\$0.00	\$7,815.66	-\$7,815.66	0.00%
41000 General Government	\$0.00	\$7,815.66	-\$7,815.66	
225 CAPITAL IMPROVEMENT FUND	\$0.00	\$7,815.66	-\$7,815.66	
228 2023 ST IMP PROJECT FUND				
41000 General Government				
R 228-41000-36210 Interest Earning	\$0.00	\$3,128.16	-\$3,128.16	0.00%
41000 General Government	\$0.00	\$3,128.16	-\$3,128.16	
228 2023 ST IMP PROJECT FUND	\$0.00	\$3,128.16	-\$3,128.16	
352 2021 ST PROJECT BOND FUND				
41000 General Government				
R 352-41000-31010 Current Ad Valo	\$60,175.00	\$60,359.29	-\$184.29	100.31%
R 352-41000-36100 Special Assessm	\$16,611.00	\$8,455.64	\$8,155.36	50.90%
R 352-41000-36210 Interest Earning	\$0.00	\$2,762.88	-\$2,762.88	0.00%
41000 General Government	\$76,786.00	\$71,577.81	\$5,208.19	
352 2021 ST PROJECT BOND FUND	\$76,786.00	\$71,577.81	\$5,208.19	
353 2023 ST PROJECT BOND FUND				
41000 General Government				
R 353-41000-31010 Current Ad Valo	\$111,983.00	\$17,929.25	\$94,053.75	16.01%
R 353-41000-36210 Interest Earning	\$0.00	\$13.63	-\$13.63	0.00%
41000 General Government	\$111,983.00	\$17,942.88	\$94,040.12	

# CITY OF LORETTO

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## Revenue Guideline by Department

Current Period: October 2025

Account Descr	2025 YTD Budget	2025 YTD Amt	Balance	% of Budget
353 2023 ST PROJECT BOND FUND	\$111,983.00	\$17,942.88	\$94,040.12	
601 WATER FUND				
49400 Water Utilities				
R 601-49400-34950 Other Revenues	\$33,810.00	\$26,288.16	\$7,521.84	77.75%
R 601-49400-36210 Interest Earning	\$5,000.00	\$2,848.35	\$2,151.65	56.97%
R 601-49400-36240 Refunds/Reimb	\$0.00	\$7,475.00	-\$7,475.00	0.00%
R 601-49400-37100 Water Sales	\$253,050.00	\$187,355.57	\$65,694.43	74.04%
R 601-49400-37110 MN Dept of Heal	\$2,530.00	\$2,503.36	\$26.64	98.95%
R 601-49400-37120 Water Leak Prot	\$2,640.00	\$1,977.22	\$662.78	74.89%
R 601-49400-37160 Water Penalty	\$1,200.00	\$1,327.64	-\$127.64	110.64%
R 601-49400-39200 Interfund Opera	\$38,000.00	\$0.00	\$38,000.00	0.00%
49400 Water Utilities	\$336,230.00	\$229,775.30	\$106,454.70	
601 WATER FUND	\$336,230.00	\$229,775.30	\$106,454.70	
602 WASTEWATER FUND				
49450 Sewer				
R 602-49450-36210 Interest Earning	\$5,000.00	\$3,180.07	\$1,819.93	63.60%
R 602-49450-36240 Refunds/Reimb	\$7,000.00	\$24,303.25	-\$17,303.25	347.19%
R 602-49450-37200 Sewer Sales	\$250,300.00	\$161,831.59	\$88,468.41	64.66%
R 602-49450-37260 Swr Penalty	\$1,200.00	\$1,079.61	\$120.39	89.97%
49450 Sewer	\$263,500.00	\$190,394.52	\$73,105.48	
602 WASTEWATER FUND	\$263,500.00	\$190,394.52	\$73,105.48	
603 GARBAGE/RECYCLING FUND				
49500 Refuse/Garbage				
R 603-49500-33620 Other County Gr	\$3,500.00	\$1,377.82	\$2,122.18	39.37%
R 603-49500-36210 Interest Earning	\$200.00	\$18.84	\$181.16	9.42%
R 603-49500-37300 Refuse (Garbag	\$40,000.00	\$32,431.81	\$7,568.19	81.08%
R 603-49500-37310 Recycling Charg	\$18,000.00	\$14,192.26	\$3,807.74	78.85%
R 603-49500-37320 Garbage/Recycli	\$600.00	\$470.25	\$129.75	78.38%
49500 Refuse/Garbage	\$62,300.00	\$48,490.98	\$13,809.02	
603 GARBAGE/RECYCLING FUND	\$62,300.00	\$48,490.98	\$13,809.02	
604 STORM WATER FUND				
49600 Storm Water				
R 604-49600-36210 Interest Earning	\$1,400.00	\$1,578.13	-\$178.13	112.72%
R 604-49600-37400 Storm Water Ch	\$89,100.00	\$67,430.60	\$21,669.40	75.68%
R 604-49600-37450 Storm Water Pe	\$1,000.00	\$576.35	\$423.65	57.64%
49600 Storm Water	\$91,500.00	\$69,585.08	\$21,914.92	
604 STORM WATER FUND	\$91,500.00	\$69,585.08	\$21,914.92	
611 WATER CAPITAL FUND				
49400 Water Utilities				
R 611-49400-36210 Interest Earning	\$0.00	\$2,276.11	-\$2,276.11	0.00%
49400 Water Utilities	\$0.00	\$2,276.11	-\$2,276.11	
611 WATER CAPITAL FUND	\$0.00	\$2,276.11	-\$2,276.11	
612 SEWER CAPITAL FUND				
49450 Sewer				
R 612-49450-36210 Interest Earning	\$0.00	\$3,817.53	-\$3,817.53	0.00%

**CITY OF LORETTO**

**Revenue Guideline by Department**

**Current Period: October 2025**

Account Descr	2025 YTD Budget	2025 YTD Amt	Balance	% of Budget
49450 Sewer	\$0.00	\$3,817.53	-\$3,817.53	
612 SEWER CAPITAL FUND	\$0.00	\$3,817.53	-\$3,817.53	
614 STORMWATER CAPITAL FUND				
49600 Storm Water				
R 614-49600-36210 Interest Earning	\$0.00	\$2,521.65	-\$2,521.65	0.00%
49600 Storm Water	\$0.00	\$2,521.65	-\$2,521.65	
614 STORMWATER CAPITAL FUND	\$0.00	\$2,521.65	-\$2,521.65	
	\$1,689,699.00	\$1,075,533.34	\$614,165.66	

(((Not [YTD Amount]=0))) OR ((Not [YTD Budget]=0))

**RESOLUTION NO. 2025-31**

**MOTION BY:**  
**SECONDED BY:**

**A RESOLUTION ADOPTING ASSESSMENT FOR THE 2023 STREET  
IMPROVEMENT PROJECT**

**WHEREAS**, pursuant to proper notice duly given as required by law, the council has met and heard and passed upon all objections to the proposed assessment for 2023 Street Improvement Project, for the following area:

- Meadow Drive from Hillview Lane South to End (Loop); and
- Hillview Lane South from Hillview Lane to Meadow Drive; and
- Hillview Lane from Hillview Lane South to Edgewood Drive,

and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY  
OF LORETTO, MINNESOTA:**

1. Such proposed assessment, a copy of which is attached hereto as **Exhibit A**, and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. Such assessment shall be payable in equal annual installments extending over a period of 15 years, the first of the installments to be payable on or before the first Monday in January 2026, and shall bear interest at the rate of 4.50 percent per annum from the date of the adoption of this assessment resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2026. To each subsequent installment, when due, shall be added interest for one year on all unpaid installments.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the city treasurer, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and he/she may, at any time thereafter, pay to the city treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the next succeeding year.
4. The clerk shall forthwith transmit a certified duplicate of this assessment to the county auditor to be extended on the property tax lists of the county. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

*City of Loretto  
County of Hennepin  
State of Minnesota*

PASSED AND ADOPTED THIS 14TH DAY OF OCTOBER 2025.

VOTING AYE

Daniels, Brenda  
 Koch, Kent  
 Leuer, Jeff  
 Markham, Melissa  
 Scanlon, Ben

VOTING NAY

Daniels, Brenda   
Koch, Kent   
Leuer, Jeff   
Markham, Melissa   
Scanlon, Ben

ATTEST:

\_\_\_\_\_  
Kent Koch, Mayor

\_\_\_\_\_  
Mary K. Schneider, City Clerk-Treasurer

Meadow Dr/Hillview Ln S - Road Improvements  
Final Assessment Roll

Project Cost \$ 1,199,572.90

Assessed Portion of Project Cost \$ 193,925.92

PID	PROPERTY ADDRESS	TAXPAYER NAME	TAXPAYER ADDRESS	Per Lot				
				Units	Sanitary Sewer Assessment Amount	Watermain Assessment Amount	Street/Storm Assessment Amount	Total Estimated Assessment Amount
611823430084	100 Meadow Dr	STEPHEN E & SUSAN M MASEMER	100 MEADOW DR, LORETTO, MN 55357	1	\$ -	\$ -	\$ 8,814.81	\$ 8,814.81
611823430091	105 Meadow Dr	BRANDON J SNETSINGER	105 MEADOW DR, LORETTO, MN 55357	1	\$ -	\$ -	\$ 8,814.81	\$ 8,814.81
611823430083	110 Meadow Dr	PAIGE AUGUSTA ROTH	110 MEADOW DR, LORETTO, MN 55357	1	\$ -	\$ -	\$ 8,814.81	\$ 8,814.81
611823430090	115 Meadow Dr	KOEHLER HOLDINGS LLC	500 N BRANCH RD, MINNETRISTA, MN 55359	1	\$ -	\$ -	\$ 8,814.81	\$ 8,814.81
611823430082	120 Meadow Dr	KARL & CARRIE BEKKALA	120 MEADOW DR, LORETTO, MN 55357	1	\$ -	\$ -	\$ 8,814.81	\$ 8,814.81
611823430089	125 Meadow Dr	CHERYL JALONEN	125 MEADOW DR, LORETTO, MN 55357	1	\$ -	\$ -	\$ 8,814.81	\$ 8,814.81
611823430081	130 Meadow Dr	CHASE DOBLER & KARMEN DOBLER	130 MEADOW DR, LORETTO, MN 55357	1	\$ -	\$ -	\$ 8,814.81	\$ 8,814.81
611823430080	140 Meadow Dr	SUSANNE M SMITH	140 MEADOW DR, LORETTO, MN 55357	1	\$ -	\$ -	\$ 8,814.81	\$ 8,814.81
611823430079	150 Meadow Dr	MICHAEL A & BRENDA L DANIELS	150 MEADOW DR, LORETTO, MN 55357	1	\$ -	\$ -	\$ 8,814.81	\$ 8,814.81
611823430078	160 Meadow Dr	CATHY MAKELA	160 MEADOW DR, LORETTO, MN 55357	1	\$ -	\$ -	\$ 8,814.81	\$ 8,814.81
611823430088	165 Meadow Dr	BRIAN J & MICHELLE M KOCH	165 MEADOW DR, LORETTO, MN 55357	1	\$ -	\$ -	\$ 8,814.81	\$ 8,814.81
611823430077	170 Meadow Dr	KAYLA KENNEDY & DESIREE FORD	170 MEADOW DR, LORETTO, MN 55357	1	\$ -	\$ -	\$ 8,814.81	\$ 8,814.81
611823430076	180 Meadow Dr	LOREN W & CECILIA M VIEAU	180 MEADOW DR, LORETTO, MN 55357	1	\$ -	\$ -	\$ 8,814.81	\$ 8,814.81
611823430087	185 Meadow Dr	JOHN L POGGIONE	185 MEADOW DR, LORETTO, MN 55357	1	\$ -	\$ -	\$ 8,814.81	\$ 8,814.81
611823430075	190 Meadow Dr	LOREN B PALMER MICHELLE L PALMER	190 MEADOW DR, LORETTO, MN 55357	1	\$ -	\$ -	\$ 8,814.81	\$ 8,814.81
611823430074	200 Meadow Dr	KELLY BROOKS	200 MEADOW DR, LORETTO, MN 55357	1	\$ -	\$ -	\$ 8,814.81	\$ 8,814.81
611823430086	205 Meadow Dr	DEBORAH P ZIEBARTH (TRUST)	205 MEADOW DR, LORETTO, MN 55357	1	\$ -	\$ -	\$ 8,814.81	\$ 8,814.81
611823430073	210 Meadow Dr	PRESTON KAWLEWSKI NECHELLE KAWLEWSKI	210 MEADOW DR, LORETTO, MN 55357	1	\$ -	\$ -	\$ 8,814.81	\$ 8,814.81
611823430085	215 Meadow Dr	RONALD A RICE	215 MEADOW DR, LORETTO, MN 55357	1	\$ -	\$ -	\$ 8,814.81	\$ 8,814.81
611823430072	220 Meadow Dr	MARIELLE CHAMBERLAIN	220 MEADOW DR, LORETTO, MN 55357	1	\$ -	\$ -	\$ 8,814.81	\$ 8,814.81
611823430092	215 Hillview La S	SCOTT L MARTINS	215 HILLVIEW LA S, LORETTO, MN 55357	1	\$ -	\$ -	\$ 8,814.81	\$ 8,814.81
611823420020	195 Hillview La	STEPHEN J HORCH ANNE G HORCH	195 HILLVIEW LA, LORETTO, MN 55357	1	\$ -	\$ -	\$ 8,814.81	\$ 8,814.81



Stantec Consulting Services Inc.  
1800 Pioneer Creek Center  
Maple Plain MN 55359-9000

Action c.

October 15, 2025

Mr. Karl Alexy, Associate Administrator for Railroad Safety  
Federal Railroad Administration  
1200 New Jersey Avenue SE  
Mailstop 25  
Washington DC 20590

Dear Mr. Alexy,

**Reference: Amended Notice of Establishment for a New 24-hour Quiet Zone  
DOT #689133X - Medina Street (County Road 19) Loretto Quiet Zone**

The City of Loretto, Minnesota, previously submit a Notice of Establishment pursuant to 49 CFR §222.39(a)(1) in June 2022. Since that quiet zone was established in July 2022, a road improvement project occurred in which the medians were modified. During construction the median was modified from a non-traversable median to channelization devices.

The City of Loretto, Minnesota is submitting a Notice of Establishment pursuant to 49 CFR §222.39 (a)(1) for a 24-hour Quiet Zone. This zone will consist of a SSM channelization and previously updated CWT updates, and crossing arms at Medina Street North (County Road 19) crossing (DOT #689133X, MP 21.12) on CPKC's Paynesville Subdivision. Private Crossing DOT#689134E has been closed and removed. The new 24-hour Quiet Zone will go into effect on November 7, 2025.

Following your review of this information all questions and comments concerning the Notice of establishment can be directed to the following:

Jake Leuer  
City of Loretto Public Works Director  
279 N Medina Street, Suite 260  
Loretto, MN 55357  
Phone: (763) 479-4305  
jakeleuer@ci.loretto.mn.us  
Regards,

Nick Wyers, PE  
Stantec, Civil Engineer  
1 Carlson Parkway, Suite 100  
Plymouth, MN 55447  
Phone: (952) 838-5661  
nick.wyers@stantec.com

**Jake Leuer**  
City of Loretto Public Works Director  
Phone: (763) 479-4305  
jakeleuer@ci.loretto.mn.us

**Nick Wyers, PE**  
Civil Engineer  
Phone: (952) 838-5661  
nick.wyers@stantec.com

Attachment: New Quiet Zone description

Reference: DOT #689133X - Medina Street (County Road 19) Quiet Zone

**Notice of Establishment**

The following contains the documentation required in 49 CFR §222.43 for amending the 24-hour Quiet Zone.

**List of Crossings**

The City of Loretto is establishing a New Quiet Zone on the CPKC's Paynesville Subdivision at MP 21.12. Table 1 lists the crossing by DOT number, road name and MP. The Quiet Zone will be called the "Loretto Quiet Zone".

**Table 1: List of Crossings on Paynesville Subdivision**

DOT Number	Road Name	MP
689133X	Medina Street (County Road 19)	21.12

**Date of Establishment and Time Period**

The Loretto Quiet Zone will be established on November 7, which is a minimum 21 days from the submittal date. Starting on that date, the routine sounding of train horns will be restricted 24-hours per day on the CPKC's Paynesville Subdivision MP 21.12.

**Point of Contact Information**

The point of contact for the Loretto Quiet Zone is the following:

Jake Leuer, Public Works Director  
279 Medina St. N, Suite 260  
Loretto MN 55357  
Office Phone: (763) 479-4305  
Cell Phone: (612) 910-9053  
Email address: jakeleuer@ci.loretto.mn.us

Jeff Leuer is responsible for the monitoring compliance with 49 CFR §222.

**Basis of Establishment**

The Loretto Quiet Zone is being established per the requirements of 49 CFR §222.39(a)(1).

The following improvements have been implemented in the Loretto Quiet Zone:

- 60' long channelization devices on Medina Street (County Road 19)
- Closing the south driveway entrance to the business located in the northeast quadrant of the crossing
- Upgrading the siding track to CWT circuitry in accordance with 49 CFR §222.35(b)(1).
- Installing gates on each side of the trail crossing.
- Installing warning signs that advise pedestrians, cyclists, and motorists that train horns are not sounded at the crossing.

**Chief Executive Statements**

The Chief Executive Statement for the City of Loretto is attached.

Reference: DOT #689133X - Medina Street (County Road 19) Quiet Zone

**Certificate of Service**

A certificate of services listing the railroads, agencies, businesses and private landowners have received a copy of the Notice of Establishment via email is attached



279 Medina Street North, Suite 260  
P.O. Box 207  
Loretto, MN 55357  
763-479-4305  
mschneider@ci.loretto.mn.us  
www.ci.loretto.mn.us

October 14, 2025

**Chief Executive Statement – City of Loretto**

The City of Loretto has jurisdiction over all public crossings in the Loretto Quiet Zone.

I hereby certify that responsible officers of the public authority of which I am the Chief Executive Officer have reviewed the documentation prepared for the FRA, and these responsible officers find these documents sufficient to make an informed decision regarding the establishment of the Loretto Quiet Zone. I also certify that the information submitted herein is accurate, correct, and complete to the best of my knowledge and belief.

Signature

\_\_\_\_\_

Title

Mayor

\_\_\_\_\_

Date

\_\_\_\_\_

**CHIEF EXECUTIVE OFFICER STATEMENT  
HENNEPIN COUNTY, MN**

Quiet Zone Name: DOT #689133X – Medina Street (County Road 19) Loretto Quiet Zone

I certify that the information submitted within this Notice of Quiet Zone Establishment is accurate and complete to the best of my knowledge and belief.

\_\_\_\_\_  
Hennepin County Administrator

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Hennepin County Administration Clerk

\_\_\_\_\_  
Date

Approved:

\_\_\_\_\_  
Hennepin County Engineer

\_\_\_\_\_  
Date

Approved as to Form and Legality:

\_\_\_\_\_  
Hennepin County Attorney

\_\_\_\_\_  
Date

## Certificate of Service

The Notice of Quiet Zone Establishment was submitted to the following:

<b>Name</b>	<b>Title</b>	<b>Organization</b>	<b>Email Address</b>	<b>Date Sent</b>
Karl Alexy	Associate Administrator for Railroad Safety	Federal Railroad Administration	<a href="mailto:thrsubmissions@dot.gov">thrsubmissions@dot.gov</a>	10/15/2025
Tina Blumenberg	Grade Crossing Specialist	Federal Railroad Administration	<a href="mailto:tina.blumenber@dot.gov">tina.blumenber@dot.gov</a>	10/15/2025
Tom Domres	Rail Safety Inspector	Federal Railroad Administration	<a href="mailto:thomas.domres@dot.gov">thomas.domres@dot.gov</a>	10/15/2025
Julie Whitcher	State Rail Safety Engineer	Minnesota Department of Transportation	<a href="mailto:julie.whitcher@state.mn.us">julie.whitcher@state.mn.us</a>	10/15/2025
Matthew Miller	Project Manager	Minnesota Department of Transportation	<a href="mailto:matthew.2.miller@state.mn.us">matthew.2.miller@state.mn.us</a>	10/15/2025
Brian Osborne	Manager Public Works	CPKC	<a href="mailto:brian.osborne@cpkcr.com">brian.osborne@cpkcr.com</a>	10/15/2025
Greda Lynn	Grade Crossing Coordinator	CPKC	<a href="mailto:Greda.Lynn@cpkcr.com">Greda.Lynn@cpkcr.com</a>	10/15/2025
Carla Stueve	County Engineer	Hennepin County	<a href="mailto:carla.stueve@hennepin.us">carla.stueve@hennepin.us</a>	10/15/2025
Josh Bowe	Senior Manager of Engineering	Three Rivers Park District	<a href="mailto:Josh.Bowe@threeriversparks.org">Josh.Bowe@threeriversparks.org</a>	10/15/2025
Jason Nelson	Police Chief	Medina Police Department	<a href="mailto:jason.nelson@medinamn.gov">jason.nelson@medinamn.gov</a>	10/15/2025

All notifications sent by Email (Return Receipt Requested)

# U. S. DOT CROSSING INVENTORY FORM

DEPARTMENT OF TRANSPORTATION  
FEDERAL RAILROAD ADMINISTRATION

OMB No. 2130-0017

Instructions for the initial reporting of the following types of new or previously unreported crossings: For public highway-rail grade crossings, complete the entire inventory Form. For private highway-rail grade crossings, complete the Header, Parts I and II, and the Submission Information section. For public pathway grade crossings (including pedestrian station grade crossings), complete the Header, Parts I and II, and the Submission Information section. For Private pathway grade crossings, complete the Header, Parts I and II, and the Submission Information section. For grade-separated highway-rail or pathway crossings (including pedestrian station crossings), complete the Header, Part I, and the Submission Information section. For changes to existing data, complete the Header, Part I Items 1-3, and the Submission Information section, in addition to the updated data fields. Note: For private crossings only, Part I Item 20 and Part III Item 2.K. are required unless otherwise noted. An asterisk \* denotes an optional field.

<b>A. Revision Date</b> (MM/DD/YYYY) 03 / 11 / 2024	<b>B. Reporting Agency</b> <input checked="" type="checkbox"/> Railroad <input type="checkbox"/> Transit <input type="checkbox"/> State <input type="checkbox"/> Other	<b>C. Reason for Update (Select only one)</b> <input checked="" type="checkbox"/> Change in Data <input type="checkbox"/> Re-Open <input type="checkbox"/> New Crossing <input type="checkbox"/> Date Change Only <input type="checkbox"/> Closed <input type="checkbox"/> Change in Primary Operating RR <input type="checkbox"/> No Train Traffic <input type="checkbox"/> Quiet Zone Update <input type="checkbox"/> Admin. Correction	<b>D. DOT Crossing Inventory Number</b> 689134E
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## Part I: Location and Classification Information

<b>1. Primary Operating Railroad</b> SOO Line Railroad Company [SOO]		<b>2. State</b> MINNESOTA		<b>3. County</b> HENNEPIN	
<b>4. City / Municipality</b> <input type="checkbox"/> In <input checked="" type="checkbox"/> Near LORETTO		<b>5. Street/Road Name &amp; Block Number</b> PRIVATE ROAD (Street/Road Name)   * (Block Number)		<b>6. Highway Type &amp; No.</b> PRIVATE	
<b>7. Do Other Railroads Operate a Separate Track at Crossing?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, Specify RR			<b>8. Do Other Railroads Operate Over Your Track at Crossing?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, Specify RR		
<b>9. Railroad Division or Region</b> <input type="checkbox"/> None EAST		<b>10. Railroad Subdivision or District</b> <input type="checkbox"/> None PAYNESVILLE		<b>11. Branch or Line Name</b> <input type="checkbox"/> None ML	
<b>12. RR Milepost</b> 0021.240 (prefix)   (nnnn.nnn)   (suffix)		<b>13. Line Segment</b> *		<b>14. Nearest RR Timetable Station</b> * LORETTO	
<b>15. Parent RR (if applicable)</b> <input type="checkbox"/> N/A CPKC		<b>16. Crossing Owner (if applicable)</b> <input checked="" type="checkbox"/> N/A		<b>17. Crossing Type</b> <input type="checkbox"/> Public <input checked="" type="checkbox"/> Private	
<b>18. Crossing Purpose</b> <input checked="" type="checkbox"/> Highway <input type="checkbox"/> Pathway, Ped. <input type="checkbox"/> Station, Ped.		<b>19. Crossing Position</b> <input checked="" type="checkbox"/> At Grade <input type="checkbox"/> RR Under <input type="checkbox"/> RR Over		<b>20. Public Access (if Private Crossing)</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>21. Type of Train</b> <input checked="" type="checkbox"/> Freight <input type="checkbox"/> Intercity Passenger <input type="checkbox"/> Commuter		<input type="checkbox"/> Transit <input type="checkbox"/> Shared Use Transit <input type="checkbox"/> Tourist/Other		<b>22. Average Passenger Train Count Per Day</b> <input type="checkbox"/> Less Than One Per Day <input type="checkbox"/> Number Per Day 0	
<b>23. Type of Land Use</b> <input type="checkbox"/> Open Space <input type="checkbox"/> Farm <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Institutional <input type="checkbox"/> Recreational <input type="checkbox"/> RR Yard					
<b>24. Is there an Adjacent Crossing with a Separate Number?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, Provide Crossing Number			<b>25. Quiet Zone (FRA provided)</b> <input type="checkbox"/> No <input checked="" type="checkbox"/> 24 Hr <input type="checkbox"/> Partial <input type="checkbox"/> Chicago Excused Date Established 7/8/2022 12:00:00		
<b>26. HSR Corridor ID</b> <input checked="" type="checkbox"/> N/A		<b>27. Latitude in decimal degrees</b> (WGS84 std: nn.nnnnnnn) 45.05395		<b>28. Longitude in decimal degrees</b> (WGS84 std: -nnn.nnnnnnn) -93.637361	
<b>29. Lat/Long Source</b> <input checked="" type="checkbox"/> Actual <input type="checkbox"/> Estimated		<b>30.A. Railroad Use *</b>			
<b>30.B. Railroad Use *</b>		<b>30.C. Railroad Use *</b>			
<b>30.D. Railroad Use *</b>		<b>30.E. Railroad Use *</b>			
<b>31.A. State Use *</b>			<b>31.B. State Use *</b>		
<b>31.C. State Use *</b>			<b>31.D. State Use *</b>		
<b>32.A. Narrative (Railroad Use) *</b>			<b>32.B. Narrative (State Use) *</b>		
<b>33. Emergency Notification Telephone No. (posted)</b> 800-716-9132		<b>34. Railroad Contact (Telephone No.)</b> 800-716-9132		<b>35. State Contact (Telephone No.)</b> 651-366-3667	

## Part II: Railroad Information

<b>1. Estimated Number of Daily Train Movements</b>				
<b>1.A. Total Day Thru Trains (6 AM to 6 PM)</b> 10	<b>1.B. Total Night Thru Trains (6 PM to 6 AM)</b> 10	<b>1.C. Total Switching Trains</b> 0	<b>1.D. Total Transit Trains</b> 0	<b>1.E. Check if Less Than One Movement Per Day</b> <input type="checkbox"/> How many trains per week? _____
<b>2. Year of Train Count Data (YYYY)</b> 2023		<b>3. Speed of Train at Crossing</b> 3.A. Maximum Timetable Speed (mph) 60 3.B. Typical Speed Range Over Crossing (mph) From 40 to 60		
<b>4. Type and Count of Tracks</b> Main 1 Siding 1 Yard 0 Transit 0 Industry 2				
<b>5. Train Detection (Main Track only)</b> <input type="checkbox"/> Constant Warning Time <input type="checkbox"/> Motion Detection <input type="checkbox"/> AFO <input type="checkbox"/> PTC <input type="checkbox"/> DC <input type="checkbox"/> Other <input checked="" type="checkbox"/> None				
<b>6. Is Track Signaled?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<b>7.A. Event Recorder</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>7.B. Remote Health Monitoring</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

# U. S. DOT CROSSING INVENTORY FORM

A. Revision Date (MM/DD/YYYY) 03/11/2024		PAGE 2		D. Crossing Inventory Number (7 char.) 689134E	
<b>Part III: Highway or Pathway Traffic Control Device Information</b>					
1. Are there Signs or Signals? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Types of Passive Traffic Control Devices associated with the Crossing			
2.A. Crossbuck Assemblies (count) 0		2.B. STOP Signs (R1-1) (count) 0	2.C. YIELD Signs (R1-2) (count) 0	2.D. Advance Warning Signs (Check all that apply; include count) <input checked="" type="checkbox"/> None <input type="checkbox"/> W10-1 _____ <input type="checkbox"/> W10-3 _____ <input type="checkbox"/> W10-11 _____ <input type="checkbox"/> W10-2 _____ <input type="checkbox"/> W10-4 _____ <input type="checkbox"/> W10-12 _____	
2.E. Low Ground Clearance Sign (W10-5) <input type="checkbox"/> Yes (count _____) <input checked="" type="checkbox"/> No		2.F. Pavement Markings <input type="checkbox"/> Stop Lines <input type="checkbox"/> Dynamic Envelope <input type="checkbox"/> RR Xing Symbols <input checked="" type="checkbox"/> None		2.G. Channelization Devices/Medians <input type="checkbox"/> All Approaches <input type="checkbox"/> Median <input type="checkbox"/> One Approach <input checked="" type="checkbox"/> None	2.H. EXEMPT Sign (R15-3) <input type="checkbox"/> Yes <input type="checkbox"/> No
2.I. ENS Sign (I-13) Displayed <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		2.J. Other MUTCD Signs <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify Type _____ Count _____ Specify Type _____ Count _____ Specify Type _____ Count _____		2.K. Private Crossing Signs (if private) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2.L. LED Enhanced Signs (List types)
3. Types of Train Activated Warning Devices at the Grade Crossing (specify count of each device for all that apply)					
3.A. Gate Arms (count) Roadway 0 Pedestrian 0	3.B. Gate Configuration <input type="checkbox"/> 2 Quad <input type="checkbox"/> Full (Barrier) Resistance <input type="checkbox"/> 3 Quad <input type="checkbox"/> Median Gates	3.C. Cantilevered (or Bridged) Flashing Light Structures (count) Over Traffic Lane 0 <input type="checkbox"/> Incandescent Not Over Traffic Lane 0 <input type="checkbox"/> LED		3.D. Mast Mounted Flashing Lights (count of masts) 0 <input type="checkbox"/> Incandescent <input type="checkbox"/> LED <input type="checkbox"/> Back Lights Included <input type="checkbox"/> Side Lights Included	3.E. Total Count of Flashing Light Pairs 0
3.F. Installation Date of Current Active Warning Devices: (MM/YYYY) ____/____/____ <input checked="" type="checkbox"/> Not Required		3.G. Wayside Horn <input type="checkbox"/> Yes Installed on (MM/YYYY) ____/____/____ <input checked="" type="checkbox"/> No		3.H. Highway Traffic Signals Controlling Crossing <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	3.I. Bells (count) 0
3.J. Non-Train Active Warning <input type="checkbox"/> Flagging/Flagman <input type="checkbox"/> Manually Operated Signals <input type="checkbox"/> Watchman <input type="checkbox"/> Floodlighting <input checked="" type="checkbox"/> None				3.K. Other Flashing Lights or Warning Devices Count 0 Specify type _____	
4.A. Does nearby Hwy Intersection have Traffic Signals? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	4.B. Hwy Traffic Signal Interconnection <input checked="" type="checkbox"/> Not Interconnected <input type="checkbox"/> For Traffic Signals <input type="checkbox"/> For Warning Signs	4.C. Hwy Traffic Signal Preemption <input type="checkbox"/> Simultaneous <input type="checkbox"/> Advance	5. Highway Traffic Pre-Signals <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Storage Distance * _____ Stop Line Distance * _____	6. Highway Monitoring Devices (Check all that apply) <input type="checkbox"/> Yes - Photo/Video Recording <input type="checkbox"/> Yes - Vehicle Presence Detection <input checked="" type="checkbox"/> None	
<b>Part IV: Physical Characteristics</b>					
1. Traffic Lanes Crossing Railroad Number of Lanes 0 <input type="checkbox"/> One-way Traffic <input type="checkbox"/> Two-way Traffic <input type="checkbox"/> Divided Traffic		2. Is Roadway/Pathway Paved? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	3. Does Track Run Down a Street? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	4. Is Crossing Illuminated? (Street lights within approx. 50 feet from nearest rail) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Crossing Surface (on Main Track, multiple types allowed) Installation Date * (MM/YYYY) ____/____/____ Width * _____ Length * _____ <input checked="" type="checkbox"/> 1 Timber <input type="checkbox"/> 2 Asphalt <input type="checkbox"/> 3 Asphalt and Timber <input type="checkbox"/> 4 Concrete <input type="checkbox"/> 5 Concrete and Rubber <input type="checkbox"/> 6 Rubber <input type="checkbox"/> 7 Metal <input type="checkbox"/> 8 Unconsolidated <input type="checkbox"/> 9 Composite <input type="checkbox"/> 10 Other (specify) _____					
6. Intersecting Roadway within 500 feet? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, Approximate Distance (feet) _____			7. Smallest Crossing Angle <input type="checkbox"/> 0° - 29° <input type="checkbox"/> 30° - 59° <input type="checkbox"/> 60° - 90°	8. Is Commercial Power Available? * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>Part V: Public Highway Information</b>					
1. Highway System <input type="checkbox"/> (01) Interstate Highway System <input type="checkbox"/> (02) Other Nat Hwy System (NHS) <input type="checkbox"/> (03) Federal AID, Not NHS <input type="checkbox"/> (08) Non-Federal Aid		2. Functional Classification of Road at Crossing <input type="checkbox"/> (0) Rural <input type="checkbox"/> (1) Urban <input type="checkbox"/> (1) Interstate <input type="checkbox"/> (5) Major Collector <input type="checkbox"/> (2) Other Freeways and Expressways <input type="checkbox"/> (3) Other Principal Arterial <input type="checkbox"/> (6) Minor Collector <input type="checkbox"/> (4) Minor Arterial <input type="checkbox"/> (7) Local		3. Is Crossing on State Highway System? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	4. Highway Speed Limit System 1 _____ MPH <input type="checkbox"/> Posted <input type="checkbox"/> Statutory
5. Linear Referencing System (LRS Route ID) *					
6. LRS Milepost *					
7. Annual Average Daily Traffic (AADT) Year 1970 AADT 1		8. Estimated Percent Trucks 0 %	9. Regularly Used by School Buses? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Average Number per Day _____		10. Emergency Services Route <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Submission Information - This information is used for administrative purposes and is not available on the public website.</b>					
Submitted by _____ Organization _____ Phone _____ Date _____					
Public reporting burden for this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. According to the Paperwork Reduction Act of 1995, a federal agency may not conduct or sponsor, and a person is not required to, nor shall a person be subject to a penalty for failure to comply with, a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for information collection is 2130-0017. Send comments regarding this burden estimate or any other aspect of this collection, including for reducing this burden to: Information Collection Officer, Federal Railroad Administration, 1200 New Jersey Ave. SE, MS-25 Washington, DC 20590.					

# U. S. DOT CROSSING INVENTORY FORM

DEPARTMENT OF TRANSPORTATION **THIS CROSSING HAS BEEN CLOSED**  
FEDERAL RAILROAD ADMINISTRATION

OMB No. 2130-0017

Instructions for the initial reporting of the following types of new or previously unreported crossings: For public highway-rail grade crossings, complete the entire inventory Form. For private highway-rail grade crossings, complete the Header, Parts I and II, and the Submission Information section. For public pathway grade crossings (including pedestrian station grade crossings), complete the Header, Parts I and II, and the Submission Information section. For Private pathway grade crossings, complete the Header, Parts I and II, and the Submission Information section. For grade-separated highway-rail or pathway crossings (including pedestrian station crossings), complete the Header, Part I, and the Submission Information section. For changes to existing data, complete the Header, Part I Items 1-3, and the Submission Information section, in addition to the updated data fields. Note: For private crossings only, Part I Item 20 and Part III Item 2.K. are required unless otherwise noted. An asterisk \* denotes an optional field.

<b>A. Revision Date</b> (MM/DD/YYYY) 03 / 11 / 2024	<b>B. Reporting Agency</b> <input checked="" type="checkbox"/> Railroad <input type="checkbox"/> Transit <input type="checkbox"/> State <input type="checkbox"/> Other	<b>C. Reason for Update (Select only one)</b> <input checked="" type="checkbox"/> Change in Data <input type="checkbox"/> Re-Open <input type="checkbox"/> New Crossing <input type="checkbox"/> Date Change Only <input type="checkbox"/> Closed <input type="checkbox"/> Change in Primary Operating RR <input type="checkbox"/> No Train Traffic <input type="checkbox"/> Admin. Correction <input type="checkbox"/> Quiet Zone Update	<b>D. DOT Crossing Inventory Number</b> 689134E
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## Part I: Location and Classification Information

<b>1. Primary Operating Railroad</b> SOO Line Railroad Company [SOO]		<b>2. State</b> MINNESOTA		<b>3. County</b> HENNEPIN	
<b>4. City / Municipality</b> <input type="checkbox"/> In <input checked="" type="checkbox"/> Near LORETTO		<b>5. Street/Road Name &amp; Block Number</b> PRIVATE ROAD (Street/Road Name)   * (Block Number)		<b>6. Highway Type &amp; No.</b> PRIVATE	
<b>7. Do Other Railroads Operate a Separate Track at Crossing?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, Specify RR			<b>8. Do Other Railroads Operate Over Your Track at Crossing?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, Specify RR		
<b>9. Railroad Division or Region</b> <input type="checkbox"/> None EAST		<b>10. Railroad Subdivision or District</b> <input type="checkbox"/> None PAYNESVILLE		<b>11. Branch or Line Name</b> <input type="checkbox"/> None ML	
<b>12. RR Milepost</b> 0021.240 (prefix)   (nnnn.nnn)   (suffix)		<b>13. Line Segment</b> *		<b>14. Nearest RR Timetable Station</b> * LORETTO	
<b>15. Parent RR (if applicable)</b> <input type="checkbox"/> N/A CPKC		<b>16. Crossing Owner (if applicable)</b> <input checked="" type="checkbox"/> N/A		<b>17. Crossing Type</b> <input type="checkbox"/> Public <input checked="" type="checkbox"/> Private	
<b>18. Crossing Purpose</b> <input checked="" type="checkbox"/> Highway <input type="checkbox"/> Pathway, Ped. <input type="checkbox"/> Station, Ped.		<b>19. Crossing Position</b> <input checked="" type="checkbox"/> At Grade <input type="checkbox"/> RR Under <input type="checkbox"/> RR Over		<b>20. Public Access (if Private Crossing)</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>21. Type of Train</b> <input checked="" type="checkbox"/> Freight <input type="checkbox"/> Intercity Passenger <input type="checkbox"/> Commuter <input type="checkbox"/> Transit <input type="checkbox"/> Shared Use Transit <input type="checkbox"/> Tourist/Other		<b>22. Average Passenger Train Count Per Day</b> <input type="checkbox"/> Less Than One Per Day <input type="checkbox"/> Number Per Day 0		<b>23. Type of Land Use</b> <input type="checkbox"/> Open Space <input type="checkbox"/> Farm <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Institutional <input type="checkbox"/> Recreational <input type="checkbox"/> RR Yard	
<b>24. Is there an Adjacent Crossing with a Separate Number?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, Provide Crossing Number		<b>25. Quiet Zone (FRA provided)</b> <input type="checkbox"/> No <input checked="" type="checkbox"/> 24 Hr <input type="checkbox"/> Partial <input type="checkbox"/> Chicago Excused Date Established 7/8/2022 12:00:00			
<b>26. HSR Corridor ID</b> <input checked="" type="checkbox"/> N/A		<b>27. Latitude in decimal degrees</b> (WGS84 std: nn.nnnnnnn) 45.05395		<b>28. Longitude in decimal degrees</b> (WGS84 std: -nnn.nnnnnnn) -93.637361	
<b>29. Lat/Long Source</b> <input checked="" type="checkbox"/> Actual <input type="checkbox"/> Estimated		<b>30.A. Railroad Use *</b>		<b>31.A. State Use *</b>	
<b>30.B. Railroad Use *</b>		<b>31.B. State Use *</b>		<b>30.C. Railroad Use *</b>	
<b>31.C. State Use *</b>		<b>30.D. Railroad Use *</b>		<b>31.D. State Use *</b>	
<b>32.A. Narrative (Railroad Use) *</b>		<b>32.B. Narrative (State Use) *</b>			
<b>33. Emergency Notification Telephone No. (posted)</b> 800-716-9132		<b>34. Railroad Contact (Telephone No.)</b> 800-716-9132		<b>35. State Contact (Telephone No.)</b> 651-366-3667	

## Part II: Railroad Information

<b>1. Estimated Number of Daily Train Movements</b>				
<b>1.A. Total Day Thru Trains (6 AM to 6 PM)</b> 10	<b>1.B. Total Night Thru Trains (6 PM to 6 AM)</b> 10	<b>1.C. Total Switching Trains</b> 0	<b>1.D. Total Transit Trains</b> 0	<b>1.E. Check if Less Than One Movement Per Day</b> <input type="checkbox"/> How many trains per week? _____
<b>2. Year of Train Count Data (YYYY)</b> 2023		<b>3. Speed of Train at Crossing</b> 3.A. Maximum Timetable Speed (mph) 60 3.B. Typical Speed Range Over Crossing (mph) From 40 to 60		
<b>4. Type and Count of Tracks</b> Main 1 Siding 1 Yard 0 Transit 0 Industry 2				
<b>5. Train Detection (Main Track only)</b> <input type="checkbox"/> Constant Warning Time <input type="checkbox"/> Motion Detection <input type="checkbox"/> AFO <input type="checkbox"/> PTC <input type="checkbox"/> DC <input type="checkbox"/> Other <input checked="" type="checkbox"/> None				
<b>6. Is Track Signaled?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<b>7.A. Event Recorder</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>7.B. Remote Health Monitoring</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

U. S. DOT CROSSING INVENTORY FORM
THIS CROSSING HAS BEEN CLOSED

Form containing sections: A. Revision Date, PAGE 2, D. Crossing Inventory Number, Part III: Highway or Pathway Traffic Control Device Information, Part IV: Physical Characteristics, Part V: Public Highway Information, and Submission Information.

# U. S. DOT CROSSING INVENTORY FORM

DEPARTMENT OF TRANSPORTATION  
FEDERAL RAILROAD ADMINISTRATION

OMB No. 2130-0017

Instructions for the initial reporting of the following types of new or previously unreported crossings: For public highway-rail grade crossings, complete the entire inventory Form. For private highway-rail grade crossings, complete the Header, Parts I and II, and the Submission Information section. For public pathway grade crossings (including pedestrian station grade crossings), complete the Header, Parts I and II, and the Submission Information section. For Private pathway grade crossings, complete the Header, Parts I and II, and the Submission Information section. For grade-separated highway-rail or pathway crossings (including pedestrian station crossings), complete the Header, Part I, and the Submission Information section. For changes to existing data, complete the Header, Part I Items 1-3, and the Submission Information section, in addition to the updated data fields. Note: For private crossings only, Part I Item 20 and Part III Item 2.K. are required unless otherwise noted. An asterisk \* denotes an optional field.

<b>A. Revision Date</b> (MM/DD/YYYY) 03 / 11 / 2024	<b>B. Reporting Agency</b> <input checked="" type="checkbox"/> Railroad <input type="checkbox"/> Transit <input type="checkbox"/> State <input type="checkbox"/> Other	<b>C. Reason for Update (Select only one)</b> <input checked="" type="checkbox"/> Change in Data <input type="checkbox"/> Re-Open <input type="checkbox"/> New Crossing <input type="checkbox"/> Date Change Only <input type="checkbox"/> Closed <input type="checkbox"/> Change in Primary Operating RR <input type="checkbox"/> No Train Traffic <input type="checkbox"/> Quiet Zone Update <input type="checkbox"/> Admin. Correction	<b>D. DOT Crossing Inventory Number</b> 689133X
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## Part I: Location and Classification Information

<b>1. Primary Operating Railroad</b> SOO Line Railroad Company [SOO]		<b>2. State</b> MINNESOTA		<b>3. County</b> HENNEPIN	
<b>4. City / Municipality</b> <input checked="" type="checkbox"/> In <input type="checkbox"/> Near LORETTO		<b>5. Street/Road Name &amp; Block Number</b> MEDINA ST (Street/Road Name)   * (Block Number)		<b>6. Highway Type &amp; No.</b> CSAH 19	
<b>7. Do Other Railroads Operate a Separate Track at Crossing?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, Specify RR			<b>8. Do Other Railroads Operate Over Your Track at Crossing?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, Specify RR		
<b>9. Railroad Division or Region</b> <input type="checkbox"/> None EAST		<b>10. Railroad Subdivision or District</b> <input type="checkbox"/> None PAYNESVILLE		<b>11. Branch or Line Name</b> <input type="checkbox"/> None glenwood to cp university	
<b>12. RR Milepost</b> 0021.130 (prefix)   (nnnn.nnn)   (suffix)		<b>13. Line Segment</b> *		<b>14. Nearest RR Timetable Station</b> * LORETTO	
<b>15. Parent RR (if applicable)</b> <input type="checkbox"/> N/A CPKC		<b>16. Crossing Owner (if applicable)</b> <input checked="" type="checkbox"/> N/A		<b>17. Crossing Type</b> <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	
<b>18. Crossing Purpose</b> <input checked="" type="checkbox"/> Highway <input type="checkbox"/> Pathway, Ped. <input type="checkbox"/> Station, Ped.		<b>19. Crossing Position</b> <input checked="" type="checkbox"/> At Grade <input type="checkbox"/> RR Under <input type="checkbox"/> RR Over		<b>20. Public Access (if Private Crossing)</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>21. Type of Train</b> <input checked="" type="checkbox"/> Freight <input type="checkbox"/> Intercity Passenger <input type="checkbox"/> Commuter		<input type="checkbox"/> Transit <input type="checkbox"/> Shared Use Transit <input type="checkbox"/> Tourist/Other		<b>22. Average Passenger Train Count Per Day</b> <input type="checkbox"/> Less Than One Per Day <input type="checkbox"/> Number Per Day 0	
<b>23. Type of Land Use</b> <input type="checkbox"/> Open Space <input type="checkbox"/> Farm <input type="checkbox"/> Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Institutional <input type="checkbox"/> Recreational <input type="checkbox"/> RR Yard					
<b>24. Is there an Adjacent Crossing with a Separate Number?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, Provide Crossing Number			<b>25. Quiet Zone (FRA provided)</b> <input type="checkbox"/> No <input checked="" type="checkbox"/> 24 Hr <input type="checkbox"/> Partial <input type="checkbox"/> Chicago Excused Date Established 7/8/2022 12:00:00		
<b>26. HSR Corridor ID</b> <input checked="" type="checkbox"/> N/A		<b>27. Latitude in decimal degrees</b> (WGS84 std: nn.nnnnnnn) 45.05325		<b>28. Longitude in decimal degrees</b> (WGS84 std: -nnn.nnnnnnn) -93.635312	
<b>29. Lat/Long Source</b> <input checked="" type="checkbox"/> Actual <input type="checkbox"/> Estimated		<b>30.A. Railroad Use *</b> updated signage per fra review july 2019		<b>31.A. State Use *</b> F-0767	
<b>30.B. Railroad Use *</b>		<b>31.B. State Use *</b>		<b>31.C. State Use *</b>	
<b>30.C. Railroad Use *</b>		<b>31.D. State Use *</b>		<b>32.A. Narrative (Railroad Use) *</b>	
<b>30.D. Railroad Use *</b>		<b>32.B. Narrative (State Use) *</b>		<b>33. Emergency Notification Telephone No. (posted)</b> 800-716-9132	
<b>34. Railroad Contact (Telephone No.)</b> 800-716-9132		<b>35. State Contact (Telephone No.)</b> 651-366-3667			

## Part II: Railroad Information

<b>1. Estimated Number of Daily Train Movements</b>				
<b>1.A. Total Day Thru Trains (6 AM to 6 PM)</b> 10	<b>1.B. Total Night Thru Trains (6 PM to 6 AM)</b> 10	<b>1.C. Total Switching Trains</b> 0	<b>1.D. Total Transit Trains</b> 0	<b>1.E. Check if Less Than One Movement Per Day</b> <input type="checkbox"/> How many trains per week? _____
<b>2. Year of Train Count Data (YYYY)</b> 2023		<b>3. Speed of Train at Crossing</b> 3.A. Maximum Timetable Speed (mph) 60 3.B. Typical Speed Range Over Crossing (mph) From 10 to 60		
<b>4. Type and Count of Tracks</b> Main 1 Siding 1 Yard 0 Transit 0 Industry 0				
<b>5. Train Detection (Main Track only)</b> <input checked="" type="checkbox"/> Constant Warning Time <input type="checkbox"/> Motion Detection <input type="checkbox"/> AFO <input type="checkbox"/> PTC <input type="checkbox"/> DC <input type="checkbox"/> Other <input type="checkbox"/> None				
<b>6. Is Track Signaled?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<b>7.A. Event Recorder</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<b>7.B. Remote Health Monitoring</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

# U. S. DOT CROSSING INVENTORY FORM

A. Revision Date (MM/DD/YYYY) 03/11/2024		PAGE 2			D. Crossing Inventory Number (7 char.) 689133X	
<b>Part III: Highway or Pathway Traffic Control Device Information</b>						
1. Are there Signs or Signals? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2. Types of Passive Traffic Control Devices associated with the Crossing					
2.A. Crossbuck Assemblies (count) 0		2.B. STOP Signs (R1-1) (count) 0	2.C. YIELD Signs (R1-2) (count) 0	2.D. Advance Warning Signs (Check all that apply; include count) <input type="checkbox"/> None <input checked="" type="checkbox"/> W10-1 2 <input type="checkbox"/> W10-3 <input type="checkbox"/> W10-11 <input type="checkbox"/> W10-2 <input type="checkbox"/> W10-4 <input type="checkbox"/> W10-12		
2.E. Low Ground Clearance Sign (W10-5) <input checked="" type="checkbox"/> Yes (count _____) <input type="checkbox"/> No		2.F. Pavement Markings <input checked="" type="checkbox"/> Stop Lines <input type="checkbox"/> Dynamic Envelope <input checked="" type="checkbox"/> RR Xing Symbols <input type="checkbox"/> None		2.G. Channelization Devices/Medians <input checked="" type="checkbox"/> All Approaches <input type="checkbox"/> Median <input type="checkbox"/> One Approach <input type="checkbox"/> None		2.H. EXEMPT Sign (R15-3) <input type="checkbox"/> Yes <input type="checkbox"/> No
2.I. ENS Sign (I-13) Displayed <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		2.J. Other MUTCD Signs <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Specify Type _____ Count _____ Specify Type _____ Count _____ Specify Type _____ Count _____		2.K. Private Crossing Signs (if private) <input type="checkbox"/> Yes <input type="checkbox"/> No	2.L. LED Enhanced Signs (List types)	
<b>3. Types of Train Activated Warning Devices at the Grade Crossing (specify count of each device for all that apply)</b>						
3.A. Gate Arms (count) Roadway 2 Pedestrian 2	3.B. Gate Configuration <input checked="" type="checkbox"/> 2 Quad <input type="checkbox"/> Full (Barrier) Resistance <input type="checkbox"/> 3 Quad <input type="checkbox"/> Median Gates		3.C. Cantilevered (or Bridged) Flashing Light Structures (count) Over Traffic Lane 0 <input type="checkbox"/> Incandescent Not Over Traffic Lane 0 <input type="checkbox"/> LED		3.D. Mast Mounted Flashing Lights (count of masts) 4 <input type="checkbox"/> Incandescent <input checked="" type="checkbox"/> LED <input checked="" type="checkbox"/> Back Lights Included <input type="checkbox"/> Side Lights Included	3.E. Total Count of Flashing Light Pairs 8
3.F. Installation Date of Current Active Warning Devices: (MM/YYYY) 04 / 2022 <input type="checkbox"/> Not Required		3.G. Wayside Horn <input type="checkbox"/> Yes Installed on (MM/YYYY) ____/____ <input checked="" type="checkbox"/> No		3.H. Highway Traffic Signals Controlling Crossing <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	3.I. Bells (count) 4	
3.J. Non-Train Active Warning <input type="checkbox"/> Flagging/Flagman <input type="checkbox"/> Manually Operated Signals <input type="checkbox"/> Watchman <input type="checkbox"/> Floodlighting <input checked="" type="checkbox"/> None				3.K. Other Flashing Lights or Warning Devices Count 9 Specify type GATEARMS		
4.A. Does nearby Hwy Intersection have Traffic Signals? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	4.B. Hwy Traffic Signal Interconnection <input checked="" type="checkbox"/> Not Interconnected <input type="checkbox"/> For Traffic Signals <input type="checkbox"/> For Warning Signs	4.C. Hwy Traffic Signal Preemption <input type="checkbox"/> Simultaneous <input type="checkbox"/> Advance	5. Highway Traffic Pre-Signals <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Storage Distance * _____ Stop Line Distance * _____		6. Highway Monitoring Devices (Check all that apply) <input type="checkbox"/> Yes - Photo/Video Recording <input type="checkbox"/> Yes - Vehicle Presence Detection <input checked="" type="checkbox"/> None	
<b>Part IV: Physical Characteristics</b>						
1. Traffic Lanes Crossing Railroad Number of Lanes 2 <input type="checkbox"/> One-way Traffic <input checked="" type="checkbox"/> Two-way Traffic <input type="checkbox"/> Divided Traffic		2. Is Roadway/Pathway Paved? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	3. Does Track Run Down a Street? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	4. Is Crossing Illuminated? (Street lights within approx. 50 feet from nearest rail) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
5. Crossing Surface (on Main Track, multiple types allowed) Installation Date * (MM/YYYY) ____/____ Width * _____ Length * _____ <input type="checkbox"/> 1 Timber <input type="checkbox"/> 2 Asphalt <input type="checkbox"/> 3 Asphalt and Timber <input checked="" type="checkbox"/> 4 Concrete <input type="checkbox"/> 5 Concrete and Rubber <input type="checkbox"/> 6 Rubber <input type="checkbox"/> 7 Metal <input type="checkbox"/> 8 Unconsolidated <input type="checkbox"/> 9 Composite <input type="checkbox"/> 10 Other (specify) _____						
6. Intersecting Roadway within 500 feet? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, Approximate Distance (feet) _____			7. Smallest Crossing Angle <input type="checkbox"/> 0° - 29° <input type="checkbox"/> 30° - 59° <input type="checkbox"/> 60° - 90°		8. Is Commercial Power Available? * <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Part V: Public Highway Information</b>						
1. Highway System <input type="checkbox"/> (01) Interstate Highway System <input type="checkbox"/> (02) Other Nat Hwy System (NHS) <input checked="" type="checkbox"/> (03) Federal AID, Not NHS <input type="checkbox"/> (08) Non-Federal Aid		2. Functional Classification of Road at Crossing <input type="checkbox"/> (0) Rural <input checked="" type="checkbox"/> (1) Urban <input type="checkbox"/> (1) Interstate <input type="checkbox"/> (5) Major Collector <input type="checkbox"/> (2) Other Freeways and Expressways <input type="checkbox"/> (3) Other Principal Arterial <input type="checkbox"/> (6) Minor Collector <input checked="" type="checkbox"/> (4) Minor Arterial <input type="checkbox"/> (7) Local		3. Is Crossing on State Highway System? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	4. Highway Speed Limit 30 _____ MPH <input checked="" type="checkbox"/> Posted <input type="checkbox"/> Statutory	
5. Linear Referencing System (LRS Route ID) *						
6. LRS Milepost *						
7. Annual Average Daily Traffic (AADT) Year 2009 AADT 5200		8. Estimated Percent Trucks 5 %	9. Regularly Used by School Buses? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Average Number per Day 16		10. Emergency Services Route <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>Submission Information - This information is used for administrative purposes and is not available on the public website.</b>						
Submitted by _____ Organization _____ Phone _____ Date _____						
Public reporting burden for this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. According to the Paperwork Reduction Act of 1995, a federal agency may not conduct or sponsor, and a person is not required to, nor shall a person be subject to a penalty for failure to comply with, a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for information collection is 2130-0017. Send comments regarding this burden estimate or any other aspect of this collection, including for reducing this burden to: Information Collection Officer, Federal Railroad Administration, 1200 New Jersey Ave. SE, MS-25 Washington, DC 20590.						

# U. S. DOT CROSSING INVENTORY FORM

**DEPARTMENT OF TRANSPORTATION**  
FEDERAL RAILROAD ADMINISTRATION

OMB No. 2130-0017

Instructions for the initial reporting of the following types of new or previously unreported crossings: For public highway-rail grade crossings, complete the entire inventory Form. For private highway-rail grade crossings, complete the Header, Parts I and II, and the Submission Information section. For public pathway grade crossings (including pedestrian station grade crossings), complete the Header, Parts I and II, and the Submission Information section. For Private pathway grade crossings, complete the Header, Parts I and II, and the Submission Information section. For grade-separated highway-rail or pathway crossings (including pedestrian station crossings), complete the Header, Part I, and the Submission Information section. For changes to existing data, complete the Header, Part I Items 1-3, and the Submission Information section, in addition to the updated data fields. Note: For private crossings only, Part I Item 20 and Part III Item 2.K. are required unless otherwise noted. An asterisk \* denotes an optional field.

<b>A. Revision Date</b> (MM/DD/YYYY) 03 / 11 / 2024	<b>B. Reporting Agency</b> <input checked="" type="checkbox"/> Railroad <input type="checkbox"/> Transit <input type="checkbox"/> State <input type="checkbox"/> Other	<b>C. Reason for Update (Select only one)</b> <input checked="" type="checkbox"/> Change in Data <input type="checkbox"/> New Crossing <input type="checkbox"/> Closed <input type="checkbox"/> Re-Open <input type="checkbox"/> Date Change Only <input type="checkbox"/> Change in Primary Operating RR	<b>D. DOT Crossing Inventory Number</b> 689133X
		<input type="checkbox"/> No Train Traffic <input checked="" type="checkbox"/> Quiet Zone Update <input type="checkbox"/> Admin. Correction	

## Part I: Location and Classification Information

<b>1. Primary Operating Railroad</b> SOO Line Railroad Company [SOO]		<b>2. State</b> MINNESOTA		<b>3. County</b> HENNEPIN	
<b>4. City / Municipality</b> <input checked="" type="checkbox"/> In <input type="checkbox"/> Near LORETTO		<b>5. Street/Road Name &amp; Block Number</b> MEDINA ST (Street/Road Name)    * (Block Number)		<b>6. Highway Type &amp; No.</b> CSAH 19	
<b>7. Do Other Railroads Operate a Separate Track at Crossing?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, Specify RR			<b>8. Do Other Railroads Operate Over Your Track at Crossing?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, Specify RR		
<b>9. Railroad Division or Region</b> <input type="checkbox"/> None    EAST		<b>10. Railroad Subdivision or District</b> <input type="checkbox"/> None    PAYNESVILLE		<b>11. Branch or Line Name</b> <input type="checkbox"/> None    glenwood to cp university	
<b>12. RR Milepost</b> 0021.130 (prefix)   (nnnn.nnn)   (suffix)		<b>13. Line Segment</b> *		<b>14. Nearest RR Timetable Station</b> * LORETTO	
<b>15. Parent RR (if applicable)</b> <input type="checkbox"/> N/A    CPKC		<b>16. Crossing Owner (if applicable)</b> <input checked="" type="checkbox"/> N/A		<b>17. Crossing Type</b> <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	
<b>18. Crossing Purpose</b> <input checked="" type="checkbox"/> Highway <input type="checkbox"/> Pathway, Ped. <input type="checkbox"/> Station, Ped.		<b>19. Crossing Position</b> <input checked="" type="checkbox"/> At Grade <input type="checkbox"/> RR Under <input type="checkbox"/> RR Over		<b>20. Public Access (if Private Crossing)</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>21. Type of Train</b> <input checked="" type="checkbox"/> Freight <input type="checkbox"/> Intercity Passenger <input type="checkbox"/> Commuter		<input type="checkbox"/> Transit <input type="checkbox"/> Shared Use Transit <input type="checkbox"/> Tourist/Other		<b>22. Average Passenger Train Count Per Day</b> <input type="checkbox"/> Less Than One Per Day <input type="checkbox"/> Number Per Day 0	
<b>23. Type of Land Use</b> <input type="checkbox"/> Open Space <input type="checkbox"/> Farm <input type="checkbox"/> Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Institutional <input type="checkbox"/> Recreational <input type="checkbox"/> RR Yard					
<b>24. Is there an Adjacent Crossing with a Separate Number?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    If Yes, Provide Crossing Number			<b>25. Quiet Zone (FRA provided)</b> <input type="checkbox"/> No <input checked="" type="checkbox"/> 24 Hr <input type="checkbox"/> Partial <input type="checkbox"/> Chicago Excused    Date Established 7/8/2022 12:00:00		
<b>26. HSR Corridor ID</b> <input checked="" type="checkbox"/> N/A		<b>27. Latitude in decimal degrees</b> (WGS84 std: nn.nnnnnnn) 45.05325		<b>28. Longitude in decimal degrees</b> (WGS84 std: -nnn.nnnnnnn) -93.635312	
<b>29. Lat/Long Source</b> <input checked="" type="checkbox"/> Actual <input type="checkbox"/> Estimated		<b>30.A. Railroad Use *</b> updated signage per fra review july 2019		<b>31.A. State Use *</b> F-0767	
<b>30.B. Railroad Use *</b>		<b>31.B. State Use *</b>		<b>31.C. State Use *</b>	
<b>30.C. Railroad Use *</b>		<b>31.D. State Use *</b>		<b>32.A. Narrative (Railroad Use) *</b>	
<b>30.D. Railroad Use *</b>		<b>32.B. Narrative (State Use) *</b>		<b>33. Emergency Notification Telephone No. (posted)</b> 800-716-9132	
<b>34. Railroad Contact (Telephone No.)</b> 800-716-9132		<b>35. State Contact (Telephone No.)</b> 651-366-3667			

## Part II: Railroad Information

<b>1. Estimated Number of Daily Train Movements</b>				
<b>1.A. Total Day Thru Trains (6 AM to 6 PM)</b> 10	<b>1.B. Total Night Thru Trains (6 PM to 6 AM)</b> 10	<b>1.C. Total Switching Trains</b> 0	<b>1.D. Total Transit Trains</b> 0	<b>1.E. Check if Less Than One Movement Per Day</b> <input type="checkbox"/> How many trains per week? _____
<b>2. Year of Train Count Data (YYYY)</b> 2023		<b>3. Speed of Train at Crossing</b> 3.A. Maximum Timetable Speed (mph) 60 3.B. Typical Speed Range Over Crossing (mph) From 10 to 60		
<b>4. Type and Count of Tracks</b> Main 1    Siding 1    Yard 0    Transit 0    Industry 0				
<b>5. Train Detection (Main Track only)</b> <input checked="" type="checkbox"/> Constant Warning Time <input type="checkbox"/> Motion Detection <input type="checkbox"/> AFO <input type="checkbox"/> PTC <input type="checkbox"/> DC <input type="checkbox"/> Other <input type="checkbox"/> None				
<b>6. Is Track Signaled?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<b>7.A. Event Recorder</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<b>7.B. Remote Health Monitoring</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

# U. S. DOT CROSSING INVENTORY FORM

A. Revision Date (MM/DD/YYYY) 03/11/2024		PAGE 2			D. Crossing Inventory Number (7 char.) 689133X	
<b>Part III: Highway or Pathway Traffic Control Device Information</b>						
1. Are there Signs or Signals? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		2. Types of Passive Traffic Control Devices associated with the Crossing				
2.A. Crossbuck Assemblies (count) 0		2.B. STOP Signs (R1-1) (count) 0	2.C. YIELD Signs (R1-2) (count) 0	2.D. Advance Warning Signs (Check all that apply; include count) <input type="checkbox"/> None <input checked="" type="checkbox"/> W10-1 <u>2</u> <input type="checkbox"/> W10-3 _____ <input type="checkbox"/> W10-11 _____ <input type="checkbox"/> W10-2 _____ <input type="checkbox"/> W10-4 _____ <input type="checkbox"/> W10-12 _____		
2.E. Low Ground Clearance Sign (W10-5) <input checked="" type="checkbox"/> Yes (count _____) <input checked="" type="checkbox"/> No		2.F. Pavement Markings <input checked="" type="checkbox"/> Stop Lines <input type="checkbox"/> Dynamic Envelope <input checked="" type="checkbox"/> RR Xing Symbols <input type="checkbox"/> None		2.G. Channelization Devices/Medians <input checked="" type="checkbox"/> All Approaches <input type="checkbox"/> Median <input type="checkbox"/> One Approach <input type="checkbox"/> None		2.H. EXEMPT Sign (R15-3) <input type="checkbox"/> Yes <input type="checkbox"/> No
2.I. ENS Sign (I-13) Displayed <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		2.J. Other MUTCD Signs <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Specify Type <u>W10-9P</u> Count <u>2</u> Specify Type <u>R4-7</u> Count <u>4</u> Specify Type <u>OM1-1</u> Count <u>4</u>		2.K. Private Crossing Signs (if private) <input type="checkbox"/> Yes <input type="checkbox"/> No	2.L. LED Enhanced Signs (List types)	
3. Types of Train Activated Warning Devices at the Grade Crossing (specify count of each device for all that apply)						
3.A. Gate Arms (count) Roadway <u>2</u> Pedestrian <u>2</u>		3.B. Gate Configuration <input checked="" type="checkbox"/> 2 Quad <input type="checkbox"/> Full (Barrier) Resistance <input type="checkbox"/> 3 Quad <input type="checkbox"/> Median Gates		3.C. Cantilevered (or Bridged) Flashing Light Structures (count) Over Traffic Lane <u>0</u> <input type="checkbox"/> Incandescent Not Over Traffic Lane <u>0</u> <input type="checkbox"/> LED		3.D. Mast Mounted Flashing Lights (count of masts) <u>4</u> <input type="checkbox"/> Incandescent <input checked="" type="checkbox"/> LED <input checked="" type="checkbox"/> Back Lights Included <input type="checkbox"/> Side Lights Included
3.E. Total Count of Flashing Light Pairs 8		3.F. Installation Date of Current Active Warning Devices: (MM/YYYY) <u>04</u> / <u>2022</u> <input type="checkbox"/> Not Required		3.G. Wayside Horn <input type="checkbox"/> Yes Installed on (MM/YYYY) _____ / _____ <input checked="" type="checkbox"/> No		3.H. Highway Traffic Signals Controlling Crossing <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.I. Bells (count) 4		3.J. Non-Train Active Warning <input type="checkbox"/> Flagging/Flagman <input type="checkbox"/> Manually Operated Signals <input type="checkbox"/> Watchman <input type="checkbox"/> Floodlighting <input checked="" type="checkbox"/> None			3.K. Other Flashing Lights or Warning Devices Count <u>9</u> Specify type <u>GATEARMS</u>	
4.A. Does nearby Hwy Intersection have Traffic Signals? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		4.B. Hwy Traffic Signal Interconnection <input checked="" type="checkbox"/> Not Interconnected <input type="checkbox"/> For Traffic Signals <input type="checkbox"/> For Warning Signs	4.C. Hwy Traffic Signal Preemption <input type="checkbox"/> Simultaneous <input type="checkbox"/> Advance	5. Highway Traffic Pre-Signals <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Storage Distance * _____ Stop Line Distance * _____		6. Highway Monitoring Devices (Check all that apply) <input type="checkbox"/> Yes - Photo/Video Recording <input type="checkbox"/> Yes - Vehicle Presence Detection <input checked="" type="checkbox"/> None
<b>Part IV: Physical Characteristics</b>						
1. Traffic Lanes Crossing Railroad Number of Lanes <u>2</u>		<input type="checkbox"/> One-way Traffic <input checked="" type="checkbox"/> Two-way Traffic <input type="checkbox"/> Divided Traffic	2. Is Roadway/Pathway Paved? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	3. Does Track Run Down a Street? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		4. Is Crossing Illuminated? (Street lights within approx. 50 feet from nearest rail) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5. Crossing Surface (on Main Track, multiple types allowed) Installation Date * (MM/YYYY) _____ / _____ Width * _____ Length * _____ <input type="checkbox"/> 1 Timber <input type="checkbox"/> 2 Asphalt <input type="checkbox"/> 3 Asphalt and Timber <input checked="" type="checkbox"/> 4 Concrete <input type="checkbox"/> 5 Concrete and Rubber <input type="checkbox"/> 6 Rubber <input type="checkbox"/> 7 Metal <input type="checkbox"/> 8 Unconsolidated <input type="checkbox"/> 9 Composite <input type="checkbox"/> 10 Other (specify) _____						
6. Intersecting Roadway within 500 feet? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, Approximate Distance (feet) _____			7. Smallest Crossing Angle <input type="checkbox"/> 0° - 29° <input type="checkbox"/> 30° - 59° <input type="checkbox"/> 60° - 90°		8. Is Commercial Power Available? * <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Part V: Public Highway Information</b>						
1. Highway System <input type="checkbox"/> (01) Interstate Highway System <input type="checkbox"/> (02) Other Nat Hwy System (NHS) <input checked="" type="checkbox"/> (03) Federal AID, Not NHS <input type="checkbox"/> (08) Non-Federal Aid		2. Functional Classification of Road at Crossing <input type="checkbox"/> (0) Rural <input checked="" type="checkbox"/> (1) Urban <input type="checkbox"/> (1) Interstate <input type="checkbox"/> (5) Major Collector <input type="checkbox"/> (2) Other Freeways and Expressways <input type="checkbox"/> (3) Other Principal Arterial <input type="checkbox"/> (6) Minor Collector <input checked="" type="checkbox"/> (4) Minor Arterial <input type="checkbox"/> (7) Local			3. Is Crossing on State Highway System? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
4. Highway Speed Limit <u>30</u> MPH <input checked="" type="checkbox"/> Posted <input type="checkbox"/> Statutory		5. Linear Referencing System (LRS Route ID) *				
6. LRS Milepost *		7. Annual Average Daily Traffic (AADT) Year <del>2009</del> <u>2023</u> AADT <del>5200</del> <u>5738</u>				
8. Estimated Percent Trucks <u>5</u> %		9. Regularly Used by School Buses? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Average Number per Day <u>16</u>			10. Emergency Services Route <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>Submission Information - This information is used for administrative purposes and is not available on the public website.</b>						
Submitted by _____ Organization _____ Phone _____ Date _____						
Public reporting burden for this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. According to the Paperwork Reduction Act of 1995, a federal agency may not conduct or sponsor, and a person is not required to, nor shall a person be subject to a penalty for failure to comply with, a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for information collection is 2130-0017. Send comments regarding this burden estimate or any other aspect of this collection, including for reducing this burden to: Information Collection Officer, Federal Railroad Administration, 1200 New Jersey Ave. SE, MS-25 Washington, DC 20590.						



**September 25, 2025**

**City of Loretto**

**Requesting a rate increase to be effective January 1, 2026**

Contract states MN CPI in January even numbered years.

Contract Amendment No. 2 Item 2. May increase recycle services \$1.00 month in lieu of a separate fee for SSO Service in year one and two only. Not applicable for 2026.

<b><u>Service</u></b>	<b><u>Current Rate:</u></b>	<b><u>Proposed Rate</u></b>
<b>35 gallon</b>	<b>\$11.96</b>	<b>\$12.39</b>
<b>60 gallon</b>	<b>\$14.93</b>	<b>\$15.47</b>
<b>90 gallon</b>	<b>\$17.68</b>	<b>\$18.32</b>
<b>Add'l Trash Cart</b>	<b>\$6.82</b>	<b>\$7.07</b>
<b>Recycle</b>	<b>\$5.68</b>	<b>\$5.88</b>

*Includes co-collected Green Bag Organics*

*Note: Republic summary invoices arrears, to the City of Loretto*

Presented by Deb Gatz - Municipal Administrator and Ray Donnelly- Municipal Manager



## **FUN FEST MEETING NOTES**

### **Wrap-up Meeting**

**September 30, 2025**

**1:30 PM @ Loretto City Council Chambers**

**Members present:** Mallory Ross, Brittany Jochum, Joyce Rathburn, Aaron Ende, Becky Coyle, Mary Schneider

**Marketing** (signage, posters, flyers, FB posts, etc.) Schneider stated she forgot to update the red banner this year. Other than that, all the marketing was completed.

**Food collection** 21<sup>st</sup> Century Bank did a great job with this and it's getting more attention than it has in years past. A total of \$358.17 was collected, which includes \$130 raised through the Quilt Raffle. A good amount of canned/boxed food donations were also collected.

**Loretto Market/Business Expo** vendor comments: didn't love being on the gravel road, generators were loud.

Ideas to improve the generator situation:

- Setup the Food Trucks on the north side of Railway Street West, backed up to the fence by the inflatables. This should block some of the noise and separate the market vendors who could be setup along the south side of the street.

**Hometowne Pizza** vendor gave positive comments at the end of the day.

**MN NiceCream** vendor gave positive comments at the end of the day. Received comments from guests that they were happy we had ice cream as an option this year; happy that additional toppings were not expensive.

**Fire Department Food and Drink** FD said they did really well, sold about 200 hamburgers, lots of hot dogs, chips, beer and seltzers. Guests commented that it was nice their prices were kept low, making it nice for families.

**Other Activities** (Inflatables, Medallion Hunt, face painting, henna tattoos, caricatures, Bingo) these were all busy, happy guests.

**Magician (Lions donated)** first show at 3:15 was slow, we didn't have chairs setup for the audience and attendance overall was low at that time. Chairs were setup before the next shows (thank you to Becky's husband) and a good sized audience came in. The magician was good at engaging the crowd, especially the children. One comment received that the magician was dressed very plainly, could maybe use more flash.

**Ss Peter and Paul Carnival Games** very busy, ran out of prizes. Received comments of great joyful attitude of the volunteers.

**Mounted Patrol** The fireworks guys did an unplanned test shot at 6:30pm, not ideal for the horses (Fireworks guy had agreed to scheduled test shots at 7:15 and 8:15 to avoid issues with the horses.)

**First Responders Softball Game** was well attended. Fire Department won 9-6. Afterward kids played on the field till lights out at 8:30.

**Fireworks** great show. The final two booms were HUGE.

**Emergency/Security** barricade plan worked. Yellow Jackets were a problem. Next year public works will set up bee traps ahead of the event and then on the day have them set up around the perimeter areas of the event to try to draw them away from our crowds.

**Parking/shuttle:** Stahlke reported ridership was really low. Recommend not providing a shuttle for warm weather events.

**Financials** see next page

**Next year/Other** recommend having the event at the Lions Park again.

**Set Date for 2026 – 26<sup>th</sup> Annual Loretto Fun Fest** September 12<sup>th</sup>, 2026

**Fun Fest Financials  
2025 FINAL**

		2023 FINAL	2025 FINAL
<b>Budget</b>			
<b>Revenues:</b>			
	Startup cash <b>(ONLY NEED IF WE'RE SELLING SOMETHING)</b>	\$ -	\$ -
	Lions Club donation for Magician (see equal expenditure below)		\$ 1,125.00
	Loretto Market revenue	\$ 300.00	\$ 150.00
	Fun Fest Donations-FINAL as of 9/19/25	\$ 7,075.00	\$ 7,610.00
	donations held over from 2024	\$ 2,360.77	\$ 5,925.00
	Subtotal	\$ 9,735.77	\$ 14,810.00
	City budgeted funds (\$3,000)	\$ 3,000.00	\$ 3,000.00
	<b>Total Revenues</b>	<b>\$ 12,735.77</b>	<b>\$ 17,810.00</b>
<b>Expenditures:</b>			
	Magician (see equal donation in revenue section)		\$ 1,125.00
	Glo Sticks	\$ 96.00	\$ 88.95
	Medallion Hunt Winnings	\$ 100.00	\$ 100.00
	Medallion (2025 and 2026)	\$ 50.00	\$ 62.40
	Henna Tattoos (2 artists)	\$ 700.00	\$ 800.00
	Face Painting (\$350 for Queen Holding Court)	\$ 140.00	\$ 360.00
	Caricature Artist - Johnny Borgen		\$ 600.00
	Fireworks (paid \$3000 in 2024, remaining: \$5000)	\$ 6,500.00	\$ 8,000.00
	Inflatables <b>USA inflatables</b> (paid half in 2024, half remaining: 800.79)	\$ 1,745.63	\$ 1,601.58
	Kids Craft/Carnival Games	\$ 244.76	\$ 228.15
	Insurance (fireworks/liability: \$250)	\$ 250.00	\$ 250.00
	Publishing Thank you in paper	\$ 195.60	\$ 200.00
	Lunches and supplies	\$ 105.09	\$ -
	Misc Supplies - Signs/Posters/Thank you's/postage/color copies, mileage, bee traps, etc.	\$ 86.76	\$ 233.99
	Outdoor Biffies (three ADA @ \$110/three reg @ \$85, plus fuel surcharge, fees)	\$ 1,480.00	\$ 585.00
	Bingo prizes	\$ -	\$ 307.48
	Shuttle \$75/hour x 4 hrs (3-7pm)		\$ 300.00
	Tables/chairs (Hwy 55 Rental)		\$ 515.44
	Barricades		
	T-shirt contest (\$100 prize + the cost of a t-shirt)		\$ 125.49
	<b>Total Expenditures</b>	<b>\$ 11,693.84</b>	<b>\$ 15,483.48</b>
	<b>Net</b>	<b>\$ 1,041.93</b>	<b>\$ 2,326.52</b>
	From 21st Century Bank:		
	We received a good amount of canned/boxed donations. Money broke down as follows...		
	\$120.00 Checks		
	\$130.00 Quilt raffle		
	\$108.17 Cash from donation bucket		
	\$358.17 Total to Hanover area food shelf.		

**ANOKA COUNTY**

City	2026 COLA %	2026 Property Tax Increase %
Andover	4.00%, not yet final	4.15%
Anoka	3.00%	9.65% General Levy 0.89% Debt Levy, Total 10.54%
Centerville	3.0%	8.00%, Preliminary
Circle Pines	3.00%	9.70%
Columbia Heights	4.00%	9.20%
Columbus	3.00%	3.50%
East Bethel	8.00%	3.70%
Hilltop	3.00%	3.00%
Lexington	3.50%	5.00%
Oak Grove	3.50%	4.95%
Ramsey	3.00%	6.50%
St. Francis	3.00%	16.09%, but we are moving stormwater to levy so without that change it would be 11.24
Spring Lake Park	4.00%	6.54%

**CHISAGO COUNTY**

City	2026 COLA %	2026 Property Tax Increase %
Chisago City	3.75%	9.86% Total City Levy
Lindstrom	3.00%	9.78%, Preliminary
North Branch	3.50%	850.00%
Taylor's Falls	2.7% January 1 and 1% July 1	14.1%, Preliminary
Wyoming	3.00%	9.20%

**FARIBAULT COUNTY**

City	2026 COLA %	2026 Property Tax Increase %
Winnebago	3.30%	17.62%

**HENNEPIN COUNTY**

City	2026 COLA %	2026 Property Tax Increase %
Brooklyn Center	3.00%	4.98%
Corcoran	3.50%	30.11%
Crystal	4.00%	16.00%
Dayton	4.00%	8.97%
Deephaven	4.00%	9.95%
Edina	3.00%	11.03%
Golden Valley	3.00%	4.40%
Independence	3.00%	7.53%
Long Lake	3.00%	2.28%
Loretto	3.00%	5.50%
Maple Plain	3.00%	8.13%
Medina	3.00%	12.30%
Minnetonka	3.00%	7.935%
Minnetrista	3% staff proposed in prelim levy and budget	10.00%
Mound	3.00%	6.00%
New Hope	3.00%	4.93%
Orono	3% COLA with 2-3% market adjustment	6.72%
Plymouth	3.00%	7.30%
Robbinsdale	3.00%	8.00%
Rogers	4.00%	14.26%
Shorewood	3.00%	9.70%
Spring Park	5.00%	Preliminary set at 9%. Final Levy likely 6-7% range
St. Bonifacius	4.00%	4.50%
Tonka Bay	3.50%	14.00%
Wayzata	3.00%	7.50%

**KANDIYOHI COUNTY**

City	2026 COLA %	2026 Property Tax Increase %
Atwater	2.50%	7.47%
New London	3.00 - 5.00%	5.00 - 6.25%
Spicer	2.50%	11.72%
Willmar	4.00%	15.02%

**LE SUEUR COUNTY**

City	2026 COLA %	2026 Property Tax Increase %
Elysian	3.00%	4.60%
Le Center	0.00%	8.53%
Montgomery	3.00%	15.99%
New Prague	4.00%	7.00%

**PINE COUNTY**

City	2026 COLA %	2026 Property Tax Increase %
Sandstone	3.00%	2.70%

**RAMSEY COUNTY**

City	2026 COLA %	2026 Property Tax Increase %
Lauderdale	3.00%	8.30%
Little Canada	3.20%	11.56%
Mounds View	4.00%	9.00%
New Brighton	3.00%	8.50%
Shoreview	3.00%	8.65%
Spring Lake Park	4.00%	6.54%
White Bear Lake	3.00%	9.46%

**RICE COUNTY**

City	2026 COLA %	2026 Property Tax Increase %
Dundas	4.00%	14.09%
Faribault	4.00%	10.40%

**SCOTT COUNTY**

City	2026 COLA %	2026 Property Tax Increase %
Elko New Market	3.40%	Unknown at this time
Jordan	In negotiations, no available data	Prelim Levy 6.70%, increases tax rate by 2.381%
New Prague	4.00%	7.00%
Savage	3.00%	7.50%
Shakopee	3.00%	5.50%

**SIBLEY COUNTY**

City	2026 COLA %	2026 Property Tax Increase %
Gaylord	3.00%	9.00%
Green Isle	3.00%	9.41%
New Auburn	4.00%	2.50%

**STEARNS COUNTY**

City	2026 COLA %	2026 Property Tax Increase %
Avon	3.00%	0.00%
Clearwater	3.50%	8.80%
Cold Spring	3.00%	3.32%
Eden Valley	3.00%	Unsure
Freeport	3.00%	9.65%
Holdingsford	4.00%	35.00%
Richmond	4.00%	5.00%
Rockville	3.00%	5.69%
Sartell	3.00%	2.60%
Sauk Centre	3.00%	7.60%
St. Joseph	3.50%	10.10%

**WASHINGTON COUNTY**

<b>City</b>	<b>2026 COLA %</b>	<b>2026 Property Tax Increase %</b>
Afton	3.50%	4.44%
Bayport	3.00%	9.83%
Hugo	3.00%	5.60%
Lake Elmo	3.00%	Total Levy increase -14%, Projected tax rate up 2.7 percentage points to 29.57%
Lake Saint Croix Beach	3.00%	7.30%
Lakeland	5.00%	8.73%
Oak Park Heights	3.50%	5.93%
Oakdale	3.00%	7.00%

**WRIGHT COUNTY**

<b>City</b>	<b>2026 COLA %</b>	<b>2026 Property Tax Increase %</b>
Albertville	4.00%	7.17%
Cokato	3.00%	10.00%
Dayton	4.00%	8.97%
Maple Lake	2.75%	4.00%
Monticello	3.00%	8.64%
Otsego	4.00%	19.30%
South Haven	0.00%	11.00%
St. Michael	4.00%	6.75%
Waverly	4.00%	9.00%

From: [Duncanson, Duane \(MPCA\)](#)  
To: [Mary Schneider](#)  
Cc: [Fyten, Kong \(MPCA\)](#); [Nistler, Nicholas \(MPCA\)](#)  
Subject: MS4 Permitting Status (City of Loretto)  
Date: Wednesday, October 8, 2025 12:00:37 PM  
Attachments: [MS4 Petition Form.doc](#)

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CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Ms. Schneider,

Thank you for the phone discussion pertaining to the MS4 permitting status of the city of Loretto.

The city of Loretto is currently regulated for discharges of municipal stormwater in accordance with Minn. R. 7090.1010, Subp. 1.A, which ultimately refers to the Code of Federal Regulations, title 40, section 122.32, that reads in part;

***§ 122.32 As an operator of a small MS4, am I regulated under the NPDES storm water program?***

*(a) Unless you qualify for a waiver under paragraph (c) of this section, you are regulated if you operate a small MS4, including but not limited to systems operated by federal, State, Tribal, and local governments, including State departments of transportation; and:*

*(1) Your small MS4 is located in an urban area with a population of 50,000 or more people as determined by the latest Decennial Census by the Bureau of the Census. (If your small MS4 is not located entirely within an urban area with a population of 50,000 or more people, only the portion that is within this urban area is regulated); or*

*(2) You are designated by the NPDES permitting authority, including where the designation is pursuant to §§ 123.35(b)(3) and (b)(4) of this chapter, or is based upon a petition under § 122.26(f).*

The MPCA asserts that the city of Loretto does operate a small MS4 as described in 40 CFR 122.32(a). However, based on an analysis of the 2020 Decennial Census data the city of Loretto is no longer “*located in an urban area with a population of 50,000 or more people as determined by the latest Decennial Census by the Bureau of the Census,*” as described in 40 CFR 122.32(a)(1). Moreover, at this time the MPCA has not determined that the city of Loretto meets any other designation criteria described in 40 CFR 122.32(a)(2).

As a matter of transparency, and in accordance with Minn. R. 7090.1010, Subp. 4.B., the MPCA wants to ensure the city of Loretto is aware of the right to submit a petition (attached) to the Commissioner to reevaluate the designation of the city of Loretto for a determination that the city does not meet the criteria in Minn. R. 7090.1010, Subp. 1, and does not need an MS4

permit. Upon receiving a signed written petition, the Commissioner will evaluate the petition and determine if the MS4 no longer meets the requirements for a permit. Based on the analysis described above, the MPCA will most likely grant the petition and release the city of Loretto from the MS4 regulatory program.

Please be aware, however, that Minn. R. 7090.1010, Subp. 4.A, allows any person to petition the Commissioner for the designation of an MS4 under the criteria outlined in Minn. R. 7090.1010, Subp. 2, which includes criteria not previously considered and applied by the MPCA as it relates specifically to the city of Loretto. If the MPCA were to receive a signed written petition for designation, the Commissioner must evaluate the petition and determine if designation is appropriate. If the Commissioner ultimately determines that the designation should be granted, the MPCA must engage in the process for designation in accordance with Minn. R. 7090.1010, Subp. 3, which involves a public notice process and an 18 month time period for submittal of an application.

If the city of Loretto submits a petition and is successfully released from the MS4 regulatory program, two(2) pathways do exist for the redesignation of the city of Loretto.

- 1) As described above, if a separate petitioner makes a compelling case that the city of Loretto should be regulated under the MS4 permit based on any of the criteria established in Minn. R. 7090.1010, Subp. 2, and/or
- 2) Future Decennial Census (e.g., 2030, 2040, etc) data may require the city of Loretto to once again obtain the MS4 permit. Possible scenarios include the expansion of Urbanized Area into the city (Minn. R. 7090.1010, Subp. 1.A) or if the city's population grows to 5,000 or more (Minn. R. 7090.1010, Subp. 1.B.(3)).

If you have any questions regarding this matter, please reach out to me.

Thank you

**Duane Duncanson** | Supervisor  
Minnesota Pollution Control Agency (MPCA)  
Municipal Stormwater Unit  
520 Lafayette Road | St. Paul, MN | 55155  
Office | 651-757-2323  
E-mail | [duane.duncanson@state.mn.us](mailto:duane.duncanson@state.mn.us)



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520 Lafayette Road North  
St. Paul, MN 55155-4194

# MS4 petition for reevaluation form

Municipal Separate Storm Sewer Systems (MS4) Program

Doc Type: Petition

**Instructions:** Complete this form if you want your municipality to be reevaluated as a regulated MS4, as described under Minn. R. 7090.1010, subp. 4, item B.

**Submit the completed form to:**

Attn: MS4 Program Supervisor  
Minnesota Pollution Control Agency  
520 Lafayette Road North  
St. Paul, MN 55155-4194

Or

Email a signed, scanned PDF copy to [ms4permitprogram.pca@state.mn.us](mailto:ms4permitprogram.pca@state.mn.us)

**Questions:** Please contact the Minnesota Pollution Control Agency (MPCA) staff person assigned to your MS4, using the MPCA website at [https://stormwater.pca.state.mn.us/index.php?title=List\\_of\\_MS4\\_permittee\\_staff\\_assignments](https://stormwater.pca.state.mn.us/index.php?title=List_of_MS4_permittee_staff_assignments).

## Section I. MS4 information

### A. MS4 owner

(City, county, community, municipality, government agency, or other party/entity) with ownership or operational responsibility, or control of the MS4).

MS4 name: City of Loretto County: Hennepin

Mailing address: PO Box 207

City: Loretto State: MN Zip code: 55357

### B. MS4 general contact

(Director, department head, MS4 coordinator, consultant or other person with Stormwater Pollution Prevention Program [SWPPP] implementation responsibility for all general correspondence about MS4 General Stormwater Permit compliance issues between the MPCA and your organization/entity).

Contact name: Mary K. Schneider Title: City Clerk Treasurer

Mailing address: PO Box 207

City: Loretto State: MN Zip code: 55357

Phone: 763-479-4305 Email: mschneider@ci.loretto.mn.us

## Section II. Basis for petition

In accordance with Minn. R. 7090.1010, subp. 4, item B, you are requesting that the Commissioner of the MPCA reevaluate the designation of your MS4 to determine if your MS4 continues to meet the criteria established in Minn. R. 7090.1010, subp. 1 and 2 and is still required to be regulated for stormwater discharges.

### A. Please select your appropriate MS4 type and complete the corresponding sections.

- City – Complete Section II.C, Section II.D (if applicable), and Section III.
- Township - Complete Section II.C, Section II.D (if applicable), and Section III.
- Hospital – Complete Section II.B, Section II.D (if applicable), and Section III.
- College/University – Complete Section II.B, Section II.D (if applicable), and Section III.
- Correctional Facility – Complete Section II.B, Section II.D (if applicable), and Section III.
- County - Complete Section II.B.1 and 2, Section II.D (if applicable), and Section III.
- Watershed District - Complete Section II.B.1 and 2, Section II.D (if applicable), and Section III.
- State highway department - Complete Section II.B.1 and 2, Section II.D (if applicable), and Section III.

Note: The MS4 mapping tool (<https://pca-gis02.pca.state.mn.us/ms4/index.html>) is available for your use. The MS4 mapping tool can depict applicable features referenced in this form, including Urbanized Area (UA), Outstanding Resource Value Waters (ORVWs), trout streams, and impaired waters.

**B. Hospitals, colleges, universities, and correctional facilities must answer questions 1 through 5, below. Counties, Watershed Districts, and State Hwy Departments must only answer questions 1 and 2, below. [Minn. R. 7090.1010, subp. 1.A.].**

1. Is your publicly owned entity located within the UA in whole or in part, as determined by the most recent Decennial Census?  
 Yes Answer next question.  No Skip to Section II.D.
2. Do you own/operate stormwater conveyances/infrastructure (e.g., curb and gutter, pipes, ditches, swales, stormwater ponds, rain gardens, etc.) within the UA?  
 Yes Answer next question.  No Skip to Section II.D.
3. Does your publicly-owned entity have a resident capacity of 1,000 or more?  
 Yes Enter number of residents below.  No Answer next question.  
Number of residents: \_\_\_\_\_
4. Does your publicly-owned entity have a bed-count occupancy of 1,000 or more?  
 Yes Enter bed count below.  No Answer next question.  
Bed count: \_\_\_\_\_
5. Does your publicly-owned entity have an average-daily user population of 1,000 or more?  
 Yes Estimated average-daily user population below.  No  
Estimated average-daily user population: \_\_\_\_\_

**C. Cities and townships must answer questions 1 through 6 below.**

1. Does your city or township own/operate stormwater conveyances/infrastructure (e.g., curb and gutter, pipes, ditches, swales, stormwater ponds, rain gardens, etc.) within the UA as determined by the most recent Decennial Census? [Minn. R. 7090.1010, subp. 1.B.(1)]  
 Yes Answer next question.  No Answer next question.
2. Does your municipality have a population of 10,000 or more based on the most recent Decennial Census or approved municipal boundary adjustment under the provisions of Minn. Stat. ch. 414? [Minn. R. 7090.1010, subp. 1.B.(2)]  
 Yes Answer next question.  No Answer next question.
3. Does your municipality have a population of 5,000 or more based on the most recent Decennial Census or approved municipal boundary adjustment under the provisions of Minn. Stat. ch. 414? [Minn. R. 7090.1010, subp. 1.B.(3)]  
 Yes Answer next question.  No Skip to Section II.D.
4. Does your municipality discharge stormwater into an ORVW as identified in Minn. R. 7050.0335? [Minn. R. 7090.1010, subp. 1.B.(3)(a)]  
 Yes Answer next question.  No Answer next question.
5. Does your municipality discharge stormwater into a trout lake or trout stream as identified in Minn. R. 6264.0050, subp. 2 and 4? [Minn. R. 7090.1010, subp. 1.B.(3)(b)]  
 Yes Answer next question.  No Answer next question.
6. Does your municipality discharge stormwater into a water listed as impaired under section 303(d) of the Clean Water Act, United States Code, title 33, section 1313, except those waters listed as impaired solely for mercury (Hg) or polychlorinated biphenyls (PCB's)? [Minn. R. 7090.1010, subp. 1.B.(3)(c)]  
 Yes  No

- D. Please include any other relevant information to support your petition in the space below or attach as a separate file.** For example, include maps of most recent jurisdictional boundaries, completed orderly annexation agreements, photographs, maps of your MS4 conveyance systems as they relate to Urbanized Area as determined by the most recent Decennial Census, etc.). Once you have completed Section II.D. (if applicable), complete the certification in Section III and submit the petition.  
**Note: MPCA staff may contact you to confirm or seek clarification related to information submitted on this form.**

### Section III. Certification

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I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons, who manage the system or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate, and complete.

#### Authorized representative

Print name: Kent Koch Title: Mayor

Signature: \_\_\_\_\_ Date (mm/dd/yyyy): \_\_\_\_\_

**Note:** *This form will not be processed without a completed certification*