

City of Loretto
Regular City Council Meeting
Tuesday, November 12, 2024 – 7 p.m.
Agenda

1. CALL TO ORDER 7:00 PM
2. PLEDGE OF ALLEGIANCE
3. SET AGENDA
4. PRESENTATIONS
 - a. Criminal Attorney Steve Tallen
5. MEDINA PUBLIC SAFETY REPORT 7:10
6. OPEN FORUM 7:15

*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.*
7. CONSENT AGENDA 7:20

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 2024-27, Designating 2025 Polling Place
 - b. Resolution 2024-28, **Renewing Mayor’s Monarch Pledge for 2025**
 - c. Siren Maintenance Agreement Renewal, Embedded Systems
 - d. Parks Capital Plan Service Agreement, WSB
 - e. Holiday Tree Placement
 - f. City Council Minutes of October 8, 2024
 - g. November Bills
 - h. Monthly Balance Sheet
8. ACTION/PLANNING ITEMS 7:25
 - a. Resolution 2024-29, Canvassing 2024 Election
 - b. CR19 Watermain Project Update
 - c. 2023 Street Project Update, Meadow Drive and Hillview Lane South
 - d. 2023 Street Project, Pay Request No. 6
 - e. Bonding Projects
9. INFORMATIONAL ITEMS
 - a. Holiday Train Report
 - b. Comprehensive Plan – Comments Submitted Regarding Imagine 2050
 - c. West Suburban Fire Department Quarter 3 Reports
10. MONTHLY STAFF REPORTS 7:45
 - a. City Hall
 - 1) Budget Discussion
 - 2) Additional Meeting Logs
 - b. Streets
 - c. Water
 - d. Wastewater
 - 1) Sewer Blockage Repair Costs

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- e. Parks
 - 1) Grants
- f. Stormwater

11. MAYOR AND COUNCIL REPORTS 7:55

12. ADJOURN 8:00 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

MEMO

TO: Honorable Mayor and Members of the Loretto City Council
FROM: Mary Schneider, City Clerk Treasurer
CC: Jake Leuer, Public Works Director
DATE: Wednesday, November 6th, 2024
RE: Council Meeting of Tuesday, November 12, 2024

1. CALL TO ORDER

The full council should be present. Engineer Nick Wyers 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. PRESENTATIONS

a. Criminal Attorney Steve Tallen

Included in your packet is a letter from Steve regarding prosecution rates for 2025 and his intention to retire in early 2026. He will be present to speak about this and the proposal in the letter to sign a two-year agreement with his firm.

5. MEDINA PUBLIC SAFETY REPORT

A Medina Police representative should be present to give the monthly report, which is included in your packet.

6. 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.*

7. 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 2024-27, Designating 2025 Polling Place

This is a required annual resolution regardless of whether there is an election during the following year or not.

b. Resolution 2024-28, Renewing Mayor's Monarch Pledge for 2025

This renewal resolution commits the city to the three actions listed (no change from previous commitments).

c. Siren Maintenance Agreement Renewal, Embedded Systems

This is an annual contract renewal for maintenance of our emergency siren (tornado, etc.) The rate of \$49.97/month proposed is a zero increase over last year.

d. Parks Capital Plan Service Agreement, WSB

This agreement is in line with what the council requested after reviewing their proposal last month.

e. Holiday Tree Placement

Included in your packet is a letter to Justin Spronk, owner of the property on the corner of CR19 and Railway Street West. I received permission from him for the city to place holiday trees and **decorations on this property, as we've done for many years.**

f. City Council Minutes of October 8, 2024

The minutes are included in your packet for review.

g. November Bills

Electronic checks #4955E – 4985E totaling \$38,842.96

Payments over \$1,000 include:

- two payrolls - \$8,796.27 and \$10,214.42
- two PERA payments - \$1,745.08 and \$1,752.20 (employee/employer retirement contributions)
- two EFTPS payments - \$3,105.69 and \$3,332.69 (bi-weekly federal payroll tax deposits)
- MN Dept of Revenue - \$1,742.89 (monthly payroll state tax deposit)
- Xcel Energy - \$5,988.82 (monthly electric)

Paper checks #25968 - 26013 totaling \$221,354.40

Payments over \$1,000 include:

- Federated Co-ops - \$2,416.18 (bulk fuel)
- Republic Services - \$4,490.51 (September garbage & recycling)
- West Suburban Fire District - \$12,921.03 (Q4 fire contract)
- Braun Intertec - \$4,885.78 (Geotech for CR19 watermain project)
- Bullseye Property Management - \$1,571.30 (Office lease and CAM fees)
- Carefree Services - \$1,377.50 (fall street sweeping)
- City of Medina - \$5,739.79 (monthly police services)
- DMJ Corporation - \$14,500 (asphalt patching per quote)
- Magic Turf - \$4,520.00 (baseball field maintenance LCAA)
- Metropolitan Council - \$4,580.00 (monthly 2024 Municipal Wastewater fees)
- Omann Contracting - \$126,922.34 (2023 Street Project pay request #6)
- Stantec Consulting - \$23,716.85 (2023 Street Project construction engineering \$12,902.35, CR19 Watermain construction engineering \$10,814.50)
- Towmaster - \$6695.00 (salter replacement for snowplow)

h. Monthly Balance Sheet

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

RECOMMENDATION: Motion to approve the CONSENT AGENDA as submitted.

8. ACTION/PLANNING ITEMS

a. Resolution 2024-29, Canvassing 2024 Election

Included in your packet is a resolution with unofficial vote counts and stats. I will bring the final **numbers to the council meeting. I'm waiting on the** abstract from Hennepin County.

RECOMMENDATION: Motion to approve Resolution 2024-29, A RESOLUTION APPROVING CANVASS OF RETURNS AND DECLARING THE RESULTS OF THE MUNICIPAL ELECTION HELD ON NOVEMBER 5, 2024.

b. CR19 Watermain Project Update

Nick will be present at the meeting to give the update.

c. 2023 Street Project Update, Meadow Drive and Hillview Lane South

Nick will be present at the meeting to give the update.

d. 2023 Street Project, Pay Request No. 6

A memo from Nick and Pay Request No. 6 is included in your packet. Nick will be present to answer questions.

RECOMMENDATION: Motion to approve Pay Request No. 6 to Omann Contracting Companies, Inc. for the total amount of \$126,922.34.

- e. Bonding Projects
Kent asked for this item on the agenda to discuss what projects Loretto would want to be reintroduced to the legislature, should they approve a bonding bill in the 2025 session.

9. INFORMATIONAL ITEMS

- a. Holiday Train Report
Included in your packet is the planning spreadsheet for the 2024 Holiday Train event, to be held on Saturday, December 14th. The planning team met on October 21st and members of the team have been working on plans since then.
- b. Comprehensive Plan – Comments Submitted Regarding Imagine 2050
Included in your packet are the comments our planner, Nate Sparks, submitted to the Met Council on behalf of Loretto, as directed by Council at the September meeting.
- c. West Suburban Fire Department Quarter 3 Reports
Included in your packet are the reports from the WSFD Quarter 3 meeting.

10. MONTHLY REPORTS

- a. City Hall
 - 1) Budget Discussion
I'm looking for direction on how to bring the final levy to the December council meeting.

Proposed 2025 CIP Budget Packet

At the September council meeting, the council approved a Proposed 2025 General Fund Levy with a 9% increase over the 2024 Final Levy, up from the 6% base increase discussed at the Budget Workshop. The 9% increase includes the addition of General Government Buildings Capital Outlay line item with \$17,000 budgeted for 2025. This would be to start saving for a public works building. If the Final Levy is reduced back to 6% in December, there would be nothing left for this line item. Below are some options if council wishes to start saving for this project.

Levy increase 6.5%	\$3,000
Levy increase 7%	\$5,000
Levy increase 7.5%	\$8,000
Levy increase 8%	\$11,000
Levy increase 8.5%	\$14,000
Levy increase 9%	\$17,000

- 2) Additional Meeting Logs
I will need the council's additional meeting logs by December 1st so I can have checks ready for the December council meeting.

Remember to log the amount of time spent at each meeting, so I can calculate the compensation rate.

- 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
Included in your packet is an updated log of sewer blockage repair costs, with the addition of **the purchase of the jetting tool Jake mentioned at last month's meeting.**

e. Parks

1) Grants

I don't have anything to report at this time.

f. Stormwater

There are no items in this section of the agenda.

11. MAYOR AND COUNCIL REPORTS

12. ADJOURN



Presentation a.

GREGERSON, ROSOW, JOHNSON & NILAN, LTD.
ATTORNEYS AT LAW

DAVID H. GREGERSON*
JOSEPH A. NILAN*†
DANIEL R. GREGERSON*
JOSHUA A. DOROTHY†
DANIEL A. ELLERBROCK#
MARGARET L. NEUVILLE*
JACOB T. MERKEL
NICHOLAS J. SIDERAS*
BENJAMIN M. SCHEEL†
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ROBERT I. LANG (1922-2012)
ROGER A. PAULY (RETIRED)
RICHARD F. ROSOW (RETIRED)
MARK J. JOHNSON (RETIRED)

#Also admitted in Illinois
†Also admitted in North Dakota
*Also admitted in Wisconsin

Writer's Direct Dial: 612-349-9212
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September 4, 2024

Ms. Mary Schneider
Loretto City Clerk
279 North Medina Street
Suite 260
P.O. Box 207
Loretto, MN 55357


Re: Prosecution Rates for 2025

Dear Ms. Schneider:

I have been the prosecuting attorney for the City of Loretto since 1986. I am planning to retire in early 2026. This letter addresses the prosecution rates for 2025, and a proposal for a two-year agreement through the end of 2026. The current hourly rate for Loretto is \$160 per hour for attorney prosecution services, and \$89.25 per hour for legal assistant time. My proposal is for a two-year agreement between the Gregerson Law Firm and the City of Loretto with the rates increasing 4% in 2025, and with no increase in 2026. That would bring the new attorney hourly rate to \$166.40, and \$92.80 per hour for legal assistant time. By entering into a two-year agreement, I can assure that when a new prosecutor takes over in 2026, that I will have had plenty of time to bring them up to speed, make sure they understand how we do things in Loretto, and provide a seamless transition from me to the new person. My Legal Assistant, Marijo Witte, will be remaining with the firm into the foreseeable future.

Sometimes in the past the Council has allowed me to present my proposal in person and to discuss any issues that have arisen as far as prosecution is concerned during the past year. It has been some time since I have appeared before the Council but would you please pass on to them that I would welcome the opportunity, if they have the time, to discuss this proposal and any other questions they may have concerning the prosecution program. I look forward to hearing from you.

Sincerely,


Steven M. Tallen
Loretto Prosecuting Attorney

SMT/mw

RESOLUTION 2024-27

MOTION BY MEMBER:

SECONDED BY MEMBER:

**A RESOLUTION DESIGNATING 2025 POLLING PRECINCT LOCATION
FOR THE CITY OF LORETTO**

WHEREAS, the City Council of the City of Loretto, pursuant to Minnesota State Statute §204B.16, is required by December 31st of each year to designate by resolution or ordinance a polling place for each election precinct; and

WHEREAS, the polling places designated in the resolution apply to the following calendar year; and

WHEREAS, if the situation arises in the following year that the City of Loretto needs to change a polling place location in the event of an emergency or if the polling place becomes unavailable, MN State Statute §204B.16, subdv.1 allows the city to change a polling place following the required process to do so.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Loretto does hereby designate the 2025 Polling Precinct Location as follows:

Precinct 1: Loretto City Hall located at 279 Medina Street North, Suite 260/Council Chambers, Loretto, MN 55357

PASSED AND ADOPTED THIS 12th DAY OF NOVEMBER 2024.

VOTING AYE

___Daniels, Brenda
___Elsen, Greg
___Koch, Kent
___Markham, Melissa
___Scanlon, Ben

VOTING NAY

Daniels, Brenda___
Elsen, Greg___
Koch, Kent___
Markham, Melissa___
Scanlon, Ben___

Kent Koch, Mayor

ATTEST:

Mary K. Schneider, City Clerk-Treasurer

RESOLUTION NO. 2024-28

MOTION BY MEMBER:
SECONDED BY MEMBER:

**A RESOLUTION OF THE CITY OF LORETTO TO TAKE THE
MAYORS' MONARCH PLEDGE FOR 2025**

WHEREAS, Monarch butterflies, as well as other butterfly species, bees, birds and bats, help move pollen from one plant to another, fertilizing flowers and making it possible for plants to produce food needed to feed people and wildlife; and

WHEREAS, In recent years, Monarch butterfly populations have been shown to be declining at an alarming rate; and

WHEREAS, the U.S. Fish and Wildlife Service and the National Wildlife Federation are asking mayors across the United States to take action by launching a nationwide "Mayors' Monarch Pledge" by pledging to take at least three specific actions within the year to help restore and enhance habitat for Monarch butterflies; and

WHEREAS, the Loretto Garden Club, led by Loretto resident Carol Hatcher, has agreed to sponsor the three actions resolved by the City.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Loretto that the City authorizes the following actions in 2025 to help restore and enhance habitat for Monarch butterflies:

1. Continue a public communication effort to encourage citizens to plant monarch gardens at their homes or in their neighborhoods through a newsletter article and a Fun Fest Booth sponsored by the Loretto Garden Club; and
2. Direct city staff to meet with members of the Loretto Garden Club to identify opportunities for revised mowing programs and milkweed/native nectar plant planting programs; and
3. Support a milkweed seed giveaway at the Loretto Fun Fest Booth mentioned above.

BE IT FURTHER RESOLVED that the City Clerk-Treasurer, or her successor, is authorized to renew the City's Mayors' Monarch Pledge through the National Wildlife Federation's website.

PASSED AND ADOPTED THIS 12th DAY OF NOVEMBER 2024.

VOTING AYE

Daniels, Brenda
 Elsen, Greg
 Koch, Kent
 Markham, Melissa
 Scanlon, Ben

VOTING NAY

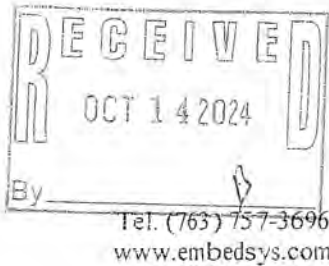
Daniels, Brenda
Elsen, Greg
Koch, Kent
Markham, Melissa
Scanlon, Ben

Kent Koch, Mayor

ATTEST:

Mary K. Schneider, City Clerk-Treasurer

(seal)



Consent c.

Embedded Systems, Inc.

11931 Hwy 65 NE, Minneapolis, MN 55434

Fax: (763) 767-2817
btorkelson@embedsys.com

Contract Renewal

October 14, 2024

City of Loretto
Mary Schneider
279 Medina Street N. Suite 260
PO Box 207
Loretto, MN 55357

We are at the end of another tornado season. Embedded Systems, Inc. has provided our best service toward maintaining the tornado sirens for your city for the past several years. We would be very pleased to continue to provide Tornado Siren Maintenance for your city.

The Monthly Siren Maintenance Fee for 2025 will be **\$49.97** per siren, per month.

The decoder batteries for your city were replaced in 2023 for preventive maintenance. Battery replacement will occur once every 2 years for Hennepin County and once every three years for Anoka County for all units maintained by Embedded Systems under the original maintenance agreement, including those batteries which may have been replaced since the last scheduled replacement because of failure.

We are asking that you please sign and return this contract renewal to us before **November 25, 2024** to enable us to continue to provide our best service through the end of 2025. Feel free to fax the signed contract renewal to (763) 767-2817 or email it to phowe@embedsys.com.

Thank you for your business and we look forward to servicing your needs through the next year. If you have any questions, feel free to contact me directly.

Thank you,

Peggy Howe
Embedded Systems, Inc.

Contract terms accepted:

Signature

Date

Phone

Email

For continuation of services through the end of the year 2024

Consent d.

PROFESSIONAL SERVICES AGREEMENT

This Agreement ("Agreement") is made as of October 17, 2024 (Effective Date), by and between City of Loretto, MN, 279 Medina Street North, Suite 260, PO Box 207 Loretto, MN 55357, herein referred to as ("Client") and WSB LLC, 701 Xenia Avenue South, Suite 300, Minneapolis, Minnesota 55416, herein referred to as ("Consultant") to provide professional services ("Services") by Consultant in connection with the following project ("Project"): **Loretto Park Planning**, located in Loretto, MN.

ARTICLE 1 - SCOPE AND DESCRIPTION OF SERVICES ("SCOPE OF SERVICES")

Please see the attached Scope of Services and Compensation ("Exhibit A").

ARTICLE 2 - PERIOD OF SERVICE

The Services described under Scope of Services shall be completed expeditiously and professionally so as to maintain the agreed upon schedule. The schedule may be modified by the parties by agreement or as a result of an excusable delay caused by Force Majeure, a Client Delay, Change in Law or unforeseen conditions at the Project site.

ARTICLE 3 - COMPENSATION

Unless otherwise stated in the Scope of Services, Consultant shall perform the work on a time and materials basis and invoice for its work monthly. If not stated in Exhibit A, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Each invoice shall include details for the time and reimbursable expenses incurred the previous month. Reimbursable expenses shall include but are not limited to, travel and lodging, mileage, print and plotting charges, shipping charges, messenger delivery charges, plus all taxes (including sales taxes), fees, including but not limited to permit, application, testing, and recording fees, imposts, or stamps required by State, Federal, Municipal, or other government agencies in the providing of Services.

Client agrees to pay all invoices within thirty (30) days of receiving same. Any invoice not paid within thirty (30) days of the original invoice date shall bear interest at the lower of 1.5% per month or the highest rate permitted by applicable law on the unpaid balance.

If Client fails to pay any amount by the applicable due date, Consultant shall have the right to suspend work and withhold Instruments of Service (as defined below) until payment in full, including interest, is received. Consultant shall have no liability whatsoever to Client for any costs or damages that result from such suspension or withholding of Instruments of Service, and Consultant shall be entitled to reimbursement of all costs incurred while work is suspended. If Consultant resumes services after payment by Client, the time schedule and fees for remaining Services shall be equitably adjusted.

If Client fails to pay any amount by the applicable due date, Consultant shall have the right to commence collection efforts, and all collection costs incurred by Consultant shall become immediately due and payable to Consultant as such collection costs are incurred. Collection costs include, but are not limited to, legal fees, collection agency fees, court costs, and reasonable staff costs for Consultant's staff time spent in efforts to collect the overdue balance.

Client's failure to pay Consultant in accordance with this Agreement shall constitute a material breach of this Agreement and shall be cause for Consultant to suspend performance or terminate this Agreement.

If the Services are suspended by Client for more than thirty (30) calendar days, consecutive or aggregate, Consultant shall be compensated for Services performed prior to such suspension. When the Services are resumed, Consultant shall be compensated for time and expenses incurred in the interruption and resumption of Services. Consultant's fees for the remaining Services and the time schedules shall be equitably adjusted.

ARTICLE 4 - ADDITIONAL SERVICES

In the event of any changes in the Scope of Services, Client Delay, changed or unforeseen conditions, Change in Law or event of Force Majeure, Client agrees to issue an Amendment for Additional Services ("AAS") to equitably adjust Consultant's fees and the time of performance. If Consultant is caused to increase its Scope of Services and Client does not issue an AAS that is acceptable to Consultant, compensation for the expanded Scope of Services shall be on an hourly basis according to Consultant's then-current standard rate schedule ("Rate Schedule"), plus reimbursable expenses.

A "Client Delay" shall include a delay caused by the Client failing to make timely decisions, a delay in the delivery of Client ordered equipment or supplies, or a delay by a Client-hired contractor or consultant not timely completing work upon which Consultant's work is dependent. "Force Majeure" is defined below in Article 13. A "Change in Law" is a change in the applicable laws or regulations applicable to the Project when the change occurs after the date of this Agreement.

ARTICLE 5 - CLIENT'S RESPONSIBILITIES

Client agrees to provide to Consultant in a timely manner all available information, requirements, and limitations relevant to Consultant's performance of its Scope of Services, including, but not limited to, objectives, schedule, constraints and criteria, space requirements, flexibility, expandability, special equipment, systems, and site requirements. Client furnished information shall also include data (and professional interpretations thereof) prepared by or services performed by others, including where applicable, but not limited to, previous reports, core borings, sub-surface explorations, hydrographic and hydrogeologic surveys, laboratory tests and inspection of samples, materials and equipment; appropriate professional interpretations of the foregoing data; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property description; zoning, deed and other land use restrictions; and other special data. Consultant may rely on the accuracy of the Client's supplied information and use such information in the development of Consultant's Scope of Services. The accuracy of the Client's information is the Client's responsibility. Client shall update any information it provides if Client becomes aware of any changes in circumstances. Consultant shall endeavor to

verify the information provided and shall promptly notify the Client if the Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose. Client shall also notify the Consultant whenever the Client observes or otherwise becomes aware of any defect in construction or design.

Client shall furnish right-of-way entry and continuous unimpaired access to the Project site for Consultant to perform its Scope of Services. Client shall also require all Utilities with facilities in the Client's right of way to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule.

Where appropriate, Client shall endeavor to identify, remove and/or encapsulate asbestos products or materials or pollutants located in the project area prior to accomplishment by the Consultant of any work.

Client shall render decisions in a timely manner pertaining to documents submitted by Consultant to avoid unreasonable delay in the orderly and sequential progress of the Services, including acting promptly to approve all pay requests or requests for information by Consultant. Client shall furnish the services of other consultants when such services are requested by Consultant and are reasonably required by the scope of the Project.

Client shall designate a Client Representative with authority to transmit and receive instructions and information, interpret and define the Client's policies with respect to services rendered by the Consultant, and authority to make decisions as required for Consultant to complete services.

Client shall provide such legal, accounting and insurance counseling services as may be required and bear all costs incidental to compliance with the requirements of this article.

ARTICLE 6 - INDEMNIFICATION

To the fullest extent permitted by law, subject to the limitations set forth below in this Agreement, Client and Consultant shall indemnify and hold harmless the other and its respective directors, officers, employees, and representatives from and against all legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by the indemnitor's negligent acts, errors, or omissions. Neither party shall have a duty to defend the other party and no duty to defend is created by this Agreement.

ARTICLE 7 - LIABILITY LIMITATION

Client and Consultant have evaluated the parties' relative risks and benefits associated with this Project, including Consultant's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, the total aggregate liability of Consultant (and its employees and sub-consultants) to Client for all injuries, damages, claims, losses, or expenses (including attorney fees and expert fees) arising out of Consultant's services or this Agreement is limited to the greater of Consultant's project fee or \$50,000, and Client agrees to hold Consultant harmless for any liability more than such amount. This limitation shall apply regardless of available insurance coverage, cause(s), or the theories of liability, including, but not limited to, breach of contract, negligence, contribution, indemnity, or other remedies.

ARTICLE 8 - STANDARD OF CARE

Consultant will perform the Services in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions in the same locale. EXCEPT AS SPECIFICALLY STATED HEREIN, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES, AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE 9 - CONSEQUENTIAL DAMAGES

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.

ARTICLE 10 - DISPUTE RESOLUTION

If a claim or dispute arises out of or relates to Consultant's Services or this Agreement, the parties shall attempt in good faith to settle such claim or dispute through direct discussions.

Any claim or dispute arising out of or related to Consultant's Services or this Agreement (except for collection procedures employed by Consultant and those waived or barred as provided elsewhere in this Agreement) that is not resolved by direct discussions shall be submitted to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Either party may file a request for mediation. Mediation shall be pursuant to the Construction Industry Mediation Rules of the American Arbitration Association. The Mediator shall be selected by the parties within fifteen (15) days of the request for mediation. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending the conclusion of mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or by court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Minneapolis, Minnesota.

Notwithstanding the foregoing, if a claim or dispute between the parties involves, relates to, or is the subject of a mechanic's lien or construction lien arising out of Consultant's Services, Consultant may proceed in accordance with applicable law to comply with all statutory requirements, including those related to lien notice and filing deadlines, prior to the commencement or conclusion of mediation or other form of alternative dispute resolution agreed to by the parties.

ARTICLE 11 - TERMINATION

Either party may terminate this Agreement for convenience and without cause upon twenty-one (21) calendar days written notice.

Either party may terminate this Agreement for cause upon ten (10) calendar days written notice for one or more of the following reasons:

1. The other party's material breach of this Agreement;
2. Assignment of this Agreement without the written consent of the other party;
3. Suspension of the Project or Consultant's Services for more than thirty (30) calendar days, consecutive or aggregate; or
4. Material changes in the conditions under which this Agreement was executed, the Scope of Services, the nature of the Project, or the failure of the parties to reach an agreement on compensation and/or scheduling adjustments necessitated by such changes.

In the event of termination of this Agreement by either party, regardless of the reason for termination, Client shall, within fifteen (15) days of termination, pay Consultant in full for all services rendered and costs incurred by Consultant up to the date of termination. Additionally, and notwithstanding any language in this Agreement to the contrary, within sixty (60) days of termination, Client shall reimburse Consultant for all expenses incurred by Consultant in connection with the orderly termination of this Agreement, including, but not limited to, demobilization, reassignment of personnel, associated overhead costs, and all other expenses resulting from the termination.

ARTICLE 12 - INSURANCE

Consultant shall carry the following insurance:

Workers Compensation	Statutory
Employers Liability	\$1,000,000
General Liability	\$1,000,000 Each Occurrence/ \$1,000,000 Aggregate
Automobile Liability	\$1,000,000 Combined Single Limit
Professional Liability	\$3,000,000 Per Claim/ \$3,000,000 Annual Aggregate

General Liability shall name the Client as an additional insured. The insurer agrees to give thirty (30) days written notice in the event of cancellation by the insurer.

ARTICLE 13 - MISCELLANEOUS

A. WORK PRODUCT / DOCUMENT OWNERSHIP

Except as otherwise provided in Exhibit B (if applicable), the following shall apply to the ownership of documents and work product:

Unless Client requests otherwise, Consultant will provide its documents and materials both in a hard copy and in an electronic format. Because electronic documents may be modified intentionally or inadvertently, Client agrees that Consultant will not be liable for any losses or damages resulting from any change in an electronic document after Consultant transmits it to Client. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Services for use solely with respect to this Project and, unless otherwise provided, Consultant shall be deemed the owner of these Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyright. If Client has paid Consultant in full for its Services, Client shall be permitted to retain copies, including reproducible copies, of Consultant's Instruments of Service for Client's information, reference and use in connection with the Project. Consultant's Instruments of Service shall not be used by the Client or others on other projects, for additions for this Project or for completion of this Project by others, except with Consultant's agreement in writing and with appropriate compensation to Consultant. In consideration of Client's use of Consultant's Instruments of Service, Client shall, to the fullest extent permitted by law, indemnify and hold harmless Consultant, its directors, officers, agents, and employees from all claims arising out of the reuse or misuse of such Instruments of Service. Under no circumstances shall transfer of the Consultant's Instruments of Service be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic format furnished to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. Consultant makes no representations as to long term compatibility, usability or readability of electronic files.

B. HAZARDOUS MATERIALS

Client represents to Consultant that no hazardous materials exist at the Project site. If there are hazardous materials at the Project site, the Client must inform Consultant of the type, quantity, and location of such hazardous materials. If hazardous materials are discovered at the Project site then Consultant will notify the Client and, to the extent required by law, notify the appropriate governmental authority. If Consultant or any other entity encounters hazardous materials at the Project site then Consultant may

without any liability to Client or any other entity suspend services until such time as Client retains the appropriate entities to identify and (as appropriate) abate, remediate, or remove the hazardous material. Client agrees that Consultant has been retained to perform professional services and shall not be required to become an arranger, operator, generator, or transporter of hazardous material (as defined by law). Client hereby agrees to indemnify and hold harmless Consultant for all claims losses and damages arising out of the existence of hazardous materials on the Project site.

C. UNDERGROUND UTILITY AND STRUCTURE CLEARANCE

Where requested by Client, Consultant will perform customary research to assist Client in locating and identifying subterranean structures or utilities. However, Consultant may reasonably rely on information from the Client and information provided by local utilities related to structures or utilities and will not be liable for damages incurred where Consultant has complied with the standard of care and acted in reliance on that information. The Client agrees to waive all claims and causes of action against the Consultant for claims by Client or its contractors relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by the Consultant.

D. THIRD-PARTY RELIANCE

All Services provided by Consultant are for Client's and Consultant's sole benefit and exclusive use with no third-party beneficiaries intended. Reliance upon the Services and any work product is limited to Client and is not intended to benefit any third party.

E. CONSTRUCTION SERVICES

If requested by Client in the Scope of Services or AAS, Consultant shall visit the project during construction to become familiar with the progress and quality of the contractors' work and to determine if the work is proceeding, in general, in accordance with plans, specifications or other contract documents prepared by Consultant for the Client. The Client has not retained the Consultant to make detailed inspections or to provide exhaustive or continuous project review and observation services. Consultant does not guarantee the performance of, and shall have no responsibility for, the acts, errors or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

Client acknowledges Consultant will not direct, supervise or control the work of contractors or their subcontractors, nor shall Consultant have authority over or responsibility for the contractors' means, methods, or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety. Job site safety shall be the sole responsibility of the contractor who is performing the work.

For Client-observed projects, the Consultant shall be entitled to rely upon and accept representations of the Client's observer. If the Client desires more extensive project observation or full-time project representation, the Client shall request such services be provided by the Consultant as an additional service. Consultant and Client shall then enter into an AAS detailing the terms and conditions of the requested project observation.

F. SUBMITTALS AND PAY APPLICATIONS

If the Scope of Services includes the Consultant reviewing and certifying the amounts due the contractor, the Consultant's certification for payment shall constitute a representation to the Client, that to the best of the Consultant's knowledge, information and belief, the contractor's work has progressed to the point indicated and that the quality of the work is in general accordance with the documents issued by the Consultant. The issuance of a certificate for payment shall not be a representation that the Consultant has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the Client to substantiate the contractor's right to payment, or (4) ascertained how or for what purpose the contractor has used money previously paid on account of the contract sum. Contractor shall remain exclusively responsible for its work.

If the Scope of Services includes Consultant's review and approval of submittals from the contractor, such review shall be for the limited purpose of checking for conformance with the information given and the design concept. The review of submittals is not intended to determine the accuracy of all components, the accuracy of the quantities or dimensions, or the safety procedures, means or methods to be used in construction, and those responsibilities remain exclusively with the Client's contractor.

G. JOB SITE SAFETY

Neither the Services of Consultant, nor the presence of Consultant at the construction/Project site, shall relieve Client, general contractor(s), or subcontractor(s) of any of their responsibilities or duties to perform the work in strict accordance with the contract documents and to comply with all health and safety precautions required by any regulatory agency. Consultant does not have authority or responsibility to control any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that contractors and subcontractors are solely responsible for job site safety and warrants that this intent shall be carried out in Client's contracts with contractors. Client also agrees that Client and its contractor(s), jointly and severally and to the fullest extent permitted by law, shall indemnify and hold harmless Consultant and its employees against any liability related to health, injury, or job site safety.

H. OPINIONS OF PROBABLE COST

Opinions, if any, of probable cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for are made or to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified

professional design firm. The parties acknowledge, however, that the Consultant does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and any evaluation of any facility to be constructed or acquired, or work to be performed must, of necessity, be viewed as simply preliminary. Accordingly, the Consultant and Client agree that that proposals, bids or actual costs may vary from opinions, evaluations or studies submitted by the Consultant and that Consultant assumes no responsibility for the accuracy of opinions of probable construction costs and Client expressly waives any claims related to the accuracy of opinions of probable construction costs. If Client wishes greater assurance as to probable construction cost, Client shall employ an independent cost estimator as part of its Project responsibilities.

I. FORCE MAJEURE

To the extent any time for performance applies, the affected party shall not be responsible for any delays due to federal, state or municipal actions or regulations, acts of foreign governments, strikes or other labor shortages, equipment or material delays or shortages, delays in issuing applicable permits, acts or omissions of the other party, inclement weather, pandemic, acts of the public enemy, fires, floods, riots, embargos, other acts of God, government shutdown, unforeseen site conditions or any other events or causes beyond the control of Consultant.

J. HEADINGS

The headings used in this Agreement are for convenience only and shall in no way define, limit, or describe the scope or intent of this Agreement or any part hereof.

K. ASSIGNMENT

Client may not assign this Agreement without the written consent of Consultant.

L. ENTIRE AGREEMENT

This Agreement represents and contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes all prior oral and written agreements and understandings.

M. GOVERNING LAW

The Agreement shall be construed, interpreted, and enforced in accordance with the laws of the state in which the Project is located.

N. MODIFICATIONS

This Agreement may be modified only by a written instrument executed by both parties.

O. WAIVER

No delay or failure by either party to exercise any right or remedy under this Agreement, and no partial or single exercise of a right or remedy, will waive that or any other right or remedy.

P. SEVERABILITY

Any invalidity or unenforceability of all or part of a provision of this Agreement shall be severable and shall not affect the validity or enforceability of the remaining part of that provision or other provisions.

Q. EXECUTION

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and together which shall constitute one and the same agreement. Signatures on this Agreement that are transmitted by fax, email or other electronic means shall be valid and binding.

R. NO PERSONAL LIABILITY

It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy for any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors.

S. LIEN NOTICE – APPLICABLE TO PRIVATE PROJECTS IN MINNESOTA

ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

T. GENERAL LIEN NOTICE - APPLICABLE TO PRIVATE PROJECTS IN LOCATIONS OTHER THAN MINNESOTA TO THE EXTENT PERMITTED BY APPLICABLE LAW, AS A PARTY SUPPLYING LABOR OR MATERIALS FOR IMPROVEMENT TO PROPERTY, WE MAY FILE A LIEN AGAINST YOUR PROPERTY IF WE ARE NOT PAID IN ACCORDANCE WITH THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have made and executed the Agreement as of the day and year first above written.

CITY OF LORETTO, MN

WSB LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A

Project Understanding:

WSB will provide the City of Loretto with concept site planning and cost estimating for Lion's Park and the Athletic & Recreational Park. Our current understanding is that the potential improvements for consideration may include, but not be limited to, the following:

Lion's Park:

- Land swap with adjacent property at SE corner
- Bathroom upgrades
- Driveway / parking
- Landscape improvements / shade trees
- Band shell
- Basketball court
- Pickleball courts
- Additional storage space

Athletic Park:

Arnold Klaers BB Field:

- Concession stand / press box
- Back wall replacement
- Fencing and gates
- Home plate halo – 10'
- Parking lot improvements
- Irrigation improvements
- Additional storage space

Athletic & Recreation Park:

- Asphalt overlay
- Walkways between fields
- Fencing and gates
- Parking lot improvements / lighting
- Aluminum bleachers
- Drinking fountain / bottle filler
- Landscape improvements / shade trees
- Sports lighting for Phil Tabery Field
- Irrigation for outfields
- Additional storage space

I. Scope of Services

1. Project Startup and Site Review Meeting: Consultant will conduct a project startup and site review meeting with the Client. Key goals of this meeting include:
 - A. Review and confirm the schedule and scope of services.
 - B. Identify key staff and contact information.
 - C. Develop an understanding of the physical characteristics along with the opportunities and constraints for each site.
 - D. Clarify the known list of desired improvements.
 - E. Work with Client to identify potential members of a "Park Advisory Committee" (PAC) that may be comprised of 8-10 community members, staff, and elected officials. The PAC will provide perspectives and feedback representing the greater community through the concept planning process.
 - 1) It is understood that City staff will reach out to the identified individuals and confirm their interest in being on the PAC. Client will provide PAC member's contact information for Consultant's use during the project.
2. Basemap Preparation: Consultant will collect past planning documents and digital base mapping files from the Client as applicable to this project. If no basemapping is available, Consultant will develop a base map utilizing air photography and LiDAR contour data suitable for the purposes of concept planning.

3. Park Advisory Committee Meeting #1: Consultant will meet with the Park Advisory Committee to review and confirm programmatic elements for each park along with priorities for consideration. Two members of Consultant team will participate and collect the PAC's input and feedback for documentation.
4. Preliminary Concept Plans: Consultant will prepare up to two concepts for each of the two parks based on program elements and priorities defined in previous steps. The concept plans will explore various spatial, orientation, and circulation relationships of each park site. Preliminary cost estimates will be developed for the purposes to compare general cost of one concept to another.
5. Public Open House Meeting #1: Consultant will present the concepts at a public open house event. Two members of Consultant team will participate and collect the PAC's input and feedback for documentation.
 - A. It is understood that City staff will coordinate meeting space reservations and provide public notice / invitations.
6. Final Concept Master Plans and Presentation to City Council: The feedback from PAC Meeting #2 and Public Open House Meeting #1 will be evaluated and reviewed by the Consultant. A single concept master plan for each park site will be developed along with a cost estimate. The plan and estimate will provide the Client with guidance on implementation of improvements over time based on funding. Potential phasing options for improvements will be identified in the cost estimate.
 - A. Final Deliverables provided in PDF format:
 - 1) Meeting summary notes
 - 2) Preliminary concepts and estimates
 - 3) Final master plan for each site and cost estimate

II. Compensation

Compensation for the scope of services will be rendered on an hourly basis not to exceed the amount of \$20,600 as detailed below.

1. Project Startup and Site Review Meeting.....	\$2,000
2. Basemap Preparation	\$600
3. Park Advisory Committee #1	\$2,250
4. Preliminary Concept Plans.....	\$7,500
5. Public Open House Meeting #1	\$2,250
6. Final Concept Master Plan and City Council Presentation.....	\$6,000
TOTAL.....	\$20,600

III. Assumptions

1. City staff will coordinate meeting space reservations and provide public notice / invitations for public meetings.

IV. Exclusions

1. The following items are excluded from this Agreement; however, Consultant can provide these services for additional compensation by an Amendment for Additional Services (AAS).
 - A. Assistance with grant writing
 - B. Topographic survey
 - C. Geotechnical soil exploration / report
 - D. Preparation of construction documents for improvements
 - E. Assistance with contractor bidding procedures or quoting procedures
 - F. Construction administration services / staking / observation / testing

2024 Rate Schedule



	Billing Rate/Hour
SR. PRINCIPAL SR. ASSOCIATE	\$249 – \$265
PRINCIPAL ASSOCIATE	\$184 – \$237
SR. PROJECT MANAGER SR. PROJECT ENGINEER	\$184 – \$237
PROJECT MANAGER PROJECT MANAGER ASSISTANT	\$90 – \$180
PROJECT ENGINEER GRADUATE ENGINEER	\$108 – \$179
ENGINEERING TECHNICIAN ENGINEERING SPECIALIST	\$72 – \$177
LANDSCAPE ARCHITECT SR. LANDSCAPE ARCHITECT	\$82 – \$172
ENVIRONMENTAL SCIENTIST SR. ENVIRONMENTAL SCIENTIST	\$73 – \$170
PLANNER SR. PLANNER	\$85 – \$177
GIS SPECIALIST SR. GIS SPECIALIST	\$82 – \$177
CONSTRUCTION OBSERVER	\$110 – \$143
SURVEY	
Survey Office Technician	\$128 – \$159
Drone Pilot	\$186
One-Person Crew	\$186
Two-Person Crew	\$250
OFFICE TECHNICIAN	\$64 – \$140

Costs associated with word processing, cell phones and reproduction of common correspondence are included in the above hourly rates. Vehicle mileage is included in our billing rates [excluding geotechnical and construction materials testing (CMT) service rates]. Mileage can be charged separately, if specifically outlined by contract. | Reimbursable expenses include costs associated with plan, specification, and report reproduction; permit fees; delivery costs; etc. | Multiple rates illustrate the varying levels of experience within each category. | Rate Schedule is adjusted annually.



Consent e.

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

November 12, 2024

Justin Spronk
2895 Lindgren Lane
Independence, MN 55359

Dear Justin,

The City of Loretto would like to thank you for allowing the city to place Christmas trees and decorations on your property during the holiday season. This will give the community a festive look for the season along with welcoming guests to the Holiday Train event on Saturday, December 14th where we collect donations for local food shelves.

As per our email exchange on October 22nd, the City of Loretto will be using your property located at 150 Medina Street North in Loretto, Minnesota for the placement of trees and holiday decorations from approximately November 18th, 2024, through March 1st, 2025. The City of Loretto will be responsible for any liability issues related to these items being placed on your property (150 Medina Street North, Loretto, MN) during this period.

Sincerely,

Mary K. Schneider
City Clerk Treasurer

Mayor Kent Koch
Council Members Brenda Daniels, Greg Elsen, Melissa Markham, Ben Scanlon
City Clerk Treasurer Mary K. Schneider

City of Loretto
Minutes of Regular City Council Meeting
279 N. Medina Street, Council Chambers
October 8, 2024

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, Melissa Markham, and Ben Scanlon.

Members absent: Council Member Greg Elsen.

Also present: Stantec Engineer Nick Wyers, 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. MEDINA PUBLIC SAFETY REPORT

Council reviewed the September report, noting eighty-six total calls for service, of which one hundred seven were general patrols.

5. OPEN FORUM

No one came forward to speak during the Open Forum.

6. CONSENT AGENDA

- a. Ratify Building Code Municipal Delegation Agreement
- b. City Council Minutes of September 10, 2024 Regular Meeting
- c. October Bills, Electronic checks No. 4929E through 4954E totaling \$38,106.80 and Paper checks No. 25929 through 25967 totaling \$209,971.54.
- d. Monthly Balance Sheet
- e. Quarterly Financial Reports

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

7. ACTION/PLANNING

a. Parks Capital Improvement Plan Proposal, WSB

Council reviewed the WSB proposal and directed Clerk Treasurer Schneider to request an agreement from WSB for the Parks Capital Improvement Plan work with item 5(A) removed and noting the need for additional storage space be included in the plans.

b. CR19 Watermain Project Update

Engineer Wyers reported the paving is done and most of the concrete work was finished today. Final work needed is boulevard restoration and some punch list items such as lowering some water valves and concrete replacements.

Council directed staff to notify affected residents in the County Road 19 Watermain Project that their October water charges will be kept at their average charges if they choose to water the grass in the boulevard restoration areas.

c. 2023 Street Project Update, Meadow Drive and Hillview Lane South

Wyers reported that the first lift of asphalt and curbs are done on Hillview Lane South. If all the concrete work is completed this week, the contractor is anticipating completing the wear course next week. Wyers stated that restoration of the boulevards continues, but with being past the recommended time to germinate new grass that can survive winter, new areas will be dormant seeded. This is where seeds are laid but kept from germinating until spring. Wyers noted there will be areas that will need to be reseeded in the spring.

Council directed staff to notify affected residents in the 2023 Street Project area that their October water charges will be kept at their average charges if they choose to water the early grass restoration areas.

d. 2023 Street Project, Pay Request No. 5

On a motion by Scanlon, seconded by Daniels, to approve Pay Request No. 5 to Omann Contracting Companies, Inc. for the total amount of \$100,906.12.

Motion carried unanimously.

e. Snowmobile Gift Certificate Award

On a motion by Daniels, seconded by Markham, to award the Northwest Trails Snowmobile Association gift certificate to Bonnie Bryant, for her dedicated service to the city of Loretto.

Motion carried unanimously.

8. INFORMATIONAL ITEMS

No items were brought forward.

9. MONTHLY STAFF REPORTS

a. City Hall

1) 2025 City Council Meeting Schedule

Council directed Schneider to prepare the 2025 City Council Meeting Schedule with the November meeting on the third Tuesday of the month, due to the Veteran's Day holiday on the second Tuesday of the month.

b. Streets

Public Works Director Leuer reported the annual concrete repairs are completed and the asphalt repairs will be done on October 14 and 15. Leuer noted there are areas of Hillview Lane and Loretto Street that need extra repairs due to the construction traffic over the summer.

c. Water

Leuer reported the water tank for Well No. 3 was cleaned and he is waiting on the associated report.

d. Wastewater

1) 2025 MCES Municipal Wastewater Charge

Schneider reported she attended a meeting earlier in the day with Mayor Koch, Leuer, and representatives of the Metropolitan Council to discuss the MCES proposal for Loretto's Municipal Wastewater Charge (MWC.) Schneider stated the MCES proposed setting a wastewater flow rate as opposed to the current metered rate. Schneider noted there are about a dozen communities that are treated this way for their MWC. The calculation includes designating Loretto as a "Normal Community", as opposed to a "Wet Community" or a "Dry

Community”, based on flow data from the past two years. As a Normal Community, the city’s MWC would be calculated as either a wet year, with thirty-two or more inches of rain, or a dry year, with less than thirty-two inches of rain. For a wet year, the city’s MWC would be calculated using 80,000 gallons per year per REC (Residential Equivalent Connections). For a dry year, the city’s MWC would be calculated using 70,000 gallons per year per REC. Schneider stated the proposed wastewater flow rate would bring the 2025 MWC (determined to be a dry year) from \$89,282 down to \$71,960, a reduction of \$17,322. For a wet year, the city’s MWC would be \$82,240.

Council directed Schneider to respond to the MCES that Loretto agrees to the proposal but would like to further explore a solution to Loretto’s **unique problem of having three** wastewater ponds, a regional benefit to the MCES system, **yet causing a negative impact on Loretto’s flow data and costs.**

- 2) Sewer Blockage Repair Costs, October Bills
There are no payments related to sewer blockages in this month’s bills batch.
- 3) Sewer Blockage Repair Costs, 2022 to Date
There’s been no change to the summary of costs related to sewer blockages/repairs from 2022 to present.

Leuer reported there was a small sewer blockage where the pipe entering the ponds takes a ninety-degree turn. Leuer stated he purchased a jetter tool that attaches to the pressure washer, an inexpensive purchase of about sixty dollars. Leuer stated it worked well to clear the blockage and anticipates this will be a useful tool moving forward.

- e. Parks
 - 1) Grants
No items were brought forward.
- f. Stormwater
No items were brought forward.

10. MAYOR AND COUNCIL REPORTS

Mayor Koch reported he received an email announcing the Holiday Train will stop in Loretto on Saturday, December 14th. Koch noted the time of the stop was not announced yet.

11. ADJOURN

On a motion by Daniels, seconded by Markham, to adjourn at 8:06 p.m.
Motion carried unanimously.

ATTEST:

Mary K. Schneider, City Clerk Treasurer

Kent Koch, Mayor

CITY OF LORETTO

11/04/24 3:13 PM

Page 1

***Check Summary Register©**

Checks 25968-99999

Name	Check Date	Check Amt	
10100 Checking Account			
25968	AMAZON CAPITAL SERVICES	10/15/2024	\$76.63 jetting kit
25969	CAMPBELL KNUTSON PA	10/15/2024	\$480.00 September civil legal
25970	CINTAS CORP #470	10/15/2024	\$68.13 uniforms and rr supplies
25971	COORDINATED BUSINESS SYST	10/15/2024	\$131.63 VOIP monthly charges
25972	FEDERATED CO-OPS INC	10/15/2024	\$2,416.18 bulk fuel
25973	GRAINGER, Inc.	10/15/2024	\$234.08 marking wand and supplies
25974	HENNEPIN COUNTY INFORMATI	10/15/2024	\$111.12 September radio fees
25975	HERALD JOURNAL PUBLISHING	10/15/2024	\$22.72 publish ORD 2024-03
25976	KOCHS KORNER, LLC	10/15/2024	\$15.18 water
25977	QUILL	10/15/2024	\$128.95 office supplies
25978	REPUBLIC SERVICES #894	10/15/2024	\$4,490.51 september garbage
25979	TOSHIBA AMERICAN BUSINESS	10/15/2024	\$339.78 copy machine lease + copy costs
25980	TRACTOR SUPPLY CREDIT PLA	10/15/2024	\$55.95 anti freeze, winter rescue
25981	WEST SUBURBAN FIRE DISTRIC	10/15/2024	\$12,921.03 Q4 fire contract
25982	SMITH, GREG	10/18/2024	\$310.66 refund of utility overpayment of final bill
25983	AMAZON CAPITAL SERVICES	11/12/2024	\$169.97 Holiday Train decorations
25984	BRAUN INTERTEC CORPORATIO	11/12/2024	\$4,885.78 Geotech CR19 Project
25985	BULLSEYE PROPERTY MANAGE	11/12/2024	\$1,571.30 office lease and CAM fees. Loretto office park
25986	CAREFREE SERVICES, INC.	11/12/2024	\$1,377.50 fall street sweeping
25987	CARLSON, RICK	11/12/2024	\$450.00 llamas for Holiday Train
25988	CINTAS CORP #470	11/12/2024	\$272.52 uniforms and rr supplies
25989	CITY OF MEDINA	11/12/2024	\$5,739.79 2024 Police Services-monthly payment
25990	DMJ Asphalt Inc	11/12/2024	\$14,500.00 asphalt patching 2024
25991	GOPHER ACE HARDWARE	11/12/2024	\$172.23 LED lamps
25992	GOPHER STATE ONE-CALL	11/12/2024	\$25.65 19 locates
25993	GRAINGER, Inc.	11/12/2024	\$120.42 line marking paint
25994	HENNEPIN COUNTY TREASURE	11/12/2024	\$644.80 solid waste management fee
25995	HERALD JOURNAL PUBLISHING	11/12/2024	\$154.59 publish election notices
25996	HOMESERVE USA	11/12/2024	\$218.00 monthly leak protection plan
25997	LANO EQUIPMENT	11/12/2024	\$250.00 stump grinder rental
25998	League of Minnesota Cities	11/12/2024	\$122.25 Adobe Acrobat Pro renewal
25999	MAGIC TURF	11/12/2024	\$4,520.00 LCAA ballfield maintenance
26000	MENARDS	11/12/2024	\$494.97 antifreeze
26001	METRO WEST INSPECTION SER	11/12/2024	\$97.58 permits finalized
26002	METROPOLITAN COUNCIL	11/12/2024	\$4,580.00 METC MWC monthly fees
26003	MINNESOTA RURAL WATER AS	11/12/2024	\$420.00 membership renewal
26004	NAPA OF CORCORAN	11/12/2024	\$305.45 vehicle parts
26005	OMANN CONTRACTING COMPA	11/12/2024	\$126,922.34 2023 Street Proj Pay Rq 6
26006	QUILL	11/12/2024	\$39.99 ballot sized envelopes AB
26007	RITWAY BUSINESS FORMS	11/12/2024	\$277.98 utility bill forms
26008	STANTEC CONSULTING SERVIC	11/12/2024	\$23,716.85 CR19 Watermain constr eng
26009	TOWMASTER	11/12/2024	\$6,695.00 Salter replacement
26010	TRACTOR SUPPLY CREDIT PLA	11/12/2024	\$34.99 work light
26011	VISA	11/12/2024	\$40.00 Zoom cloud monthly
26012	WRUCK SEWER AND PORTABL	11/12/2024	\$416.90 Sept. biff service
26013	WSB & ASSOCIATES, INC	11/12/2024	\$315.00 planning assistance
Total Checks			\$221,354.40

FILTER: [Check Nbr] between 25968 and 99999 and [Cash Act]='10100'

***Check Summary Register©**

October to November 2024

Name	Check Date	Check Amt	
10100	Checking Account		
Paid Chk# 4955e	WH SECURITY	17-Sep-24	\$33.95 wellhead security 420 Lorenz
Paid Chk# 4956e	WH SECURITY	17-Sep-24	\$33.95 wellhead security 445 Edgewood
Paid Chk# 4957e	MN DEPT. OF REVENUE	15-Oct-24	\$447.00 September sales tax
Paid Chk# 4958e	MEDIACOM BUSINESS	25-Oct-24	\$256.94 internet service
Paid Chk# 4959e	EMPLOYEE 121	17-Oct-24	\$654.11 payroll 101724
Paid Chk# 4960e	EMPLOYEE 111	17-Oct-24	\$1,797.68 payroll 10.17.24
Paid Chk# 4961e	EMPLOYEE 120	17-Oct-24	\$1,605.30 payroll 101724
Paid Chk# 4962e	EMPLOYEE 110	17-Oct-24	\$2,295.73 payroll 101724
Paid Chk# 4963e	EMPLOYEE 108	17-Oct-24	\$2,443.45 payroll 101724
Paid Chk# 4964e	PERA	17-Oct-24	\$1,745.08 payroll retirement 101724
Paid Chk# 4965e	EFTPS	17-Oct-24	\$3,105.69 payroll fed tax dep 101724
Paid Chk# 4966e	WH SECURITY	15-Oct-24	\$33.95 wellhead security Lorenz Street
Paid Chk# 4967e	WH SECURITY	15-Oct-24	\$33.95 wellhead security Edgewood Dr
Paid Chk# 4968e	STORAGE SENSE-HAMEL	01-Dec-24	\$769.00 PW storage unit B55
Paid Chk# 4969e	21st Century Bank	30-Nov-24	\$25.00 cash management fee
Paid Chk# 4970e	EMPLOYEE 121	31-Oct-24	\$664.22 payroll 103124
Paid Chk# 4971e	EMPLOYEE 111	31-Oct-24	\$1,935.68 payroll 103124
Paid Chk# 4972e	EMPLOYEE 120	31-Oct-24	\$1,655.86 payroll 103124
Paid Chk# 4973e	EMPLOYEE 110	31-Oct-24	\$2,066.10 payroll 103124
Paid Chk# 4974e	EMPLOYEE 108	31-Oct-24	\$2,525.14 payroll 103124
Paid Chk# 4975e	EMPLOYEE 901	31-Oct-24	\$1,367.42 payroll 103124
Paid Chk# 4976e	PERA	31-Oct-24	\$1,752.20 payroll retirement 103124
Paid Chk# 4977e	EFTPS	31-Oct-24	\$3,332.69 payroll fed tax dep 103124
Paid Chk# 4978e	AFLAC	31-Oct-24	\$367.20 payroll contributions 103124
Paid Chk# 4979e	MN DEPT. OF REVENUE	31-Oct-24	\$1,742.89 payroll state tax dep 103124
Paid Chk# 4980e	CENTERPOINT ENERGY	20-Nov-24	\$20.17 city garage utility
Paid Chk# 4981e	CENTERPOINT ENERGY	20-Nov-24	\$50.83 wellhouse utility
Paid Chk# 4982e	CENTERPOINT ENERGY	20-Nov-24	\$27.88 lift station utility
Paid Chk# 4983e	VERIZON WIRELESS	13-Nov-24	\$65.08 PW tablet data plan
Paid Chk# 4985e	XCEL ENERGY	08-Nov-24	\$5,988.82 electric utility
			<u>\$38,842.96</u>

Payroll \$8,796.27

Payroll \$10,214.42

Paper check total \$221,354.40
 Electronic check total: \$38,842.96
Grand Total: \$260,197.36

CITY OF LORETTO
Monthly Balance Sheet
Current Period: November 2024

Account Descr	Begin Yr	MTD Debit	MTD Credit	YTD Debit	YTD Credit	Current Balance
101 GENERAL FUND						
G 101-10100 Cash	\$549,782.63	\$896.59	\$41,120.94	\$511,288.82	\$696,303.60	\$364,767.85
G 101-10200 Petty Cash	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00
G 101-25300 Unreserved Fund Balance	-\$549,832.63	\$41,120.94	\$896.59	\$696,303.60	\$511,288.82	-\$364,817.85
101 GENERAL FUND	\$0.00	\$42,017.53	\$42,017.53	\$1,207,592.42	\$1,207,592.42	\$0.00
225 CAPITAL IMPROVEMENT FUND						
G 225-10100 Cash	\$205,435.17	\$0.00	\$0.00	\$54,525.15	\$9,285.99	\$250,674.33
G 225-20711 Due to Water Capital Fund	-\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$20,000.00
G 225-25300 Unreserved Fund Balance	-\$185,435.17	\$0.00	\$0.00	\$9,285.99	\$54,525.15	-\$230,674.33
225 CAPITAL IMPROVEMENT FUND	\$0.00	\$0.00	\$0.00	\$63,811.14	\$63,811.14	\$0.00
227 2021 ST IMP PROJECT FUND						
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
227 2021 ST IMP PROJECT FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
228 2023 ST IMP PROJECT FUND						
G 228-10100 Cash	\$0.00	\$0.00	\$139,824.69	\$1,221,866.81	\$1,047,361.58	\$174,505.23
G 228-25300 Unreserved Fund Balance	\$0.00	\$139,824.69	\$0.00	\$1,047,361.58	\$1,221,866.81	-\$174,505.23
228 2023 ST IMP PROJECT FUND	\$0.00	\$139,824.69	\$139,824.69	\$2,269,228.39	\$2,269,228.39	\$0.00
352 2021 ST PROJECT BOND FUND						
G 352-10100 Cash	\$108,382.39	\$0.00	\$0.00	\$55,302.06	\$69,403.44	\$94,281.01
G 352-25300 Unreserved Fund Balance	-\$108,382.39	\$0.00	\$0.00	\$69,403.44	\$55,302.06	-\$94,281.01
352 2021 ST PROJECT BOND FUND	\$0.00	\$0.00	\$0.00	\$124,705.50	\$124,705.50	\$0.00
353 2023 ST PROJECT BOND FUND						
G 353-10100 Cash	\$0.00	\$0.00	\$0.00	\$38,573.85	\$0.00	\$38,573.85
G 353-25300 Unreserved Fund Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$38,573.85	-\$38,573.85
353 2023 ST PROJECT BOND FUND	\$0.00	\$0.00	\$0.00	\$38,573.85	\$38,573.85	\$0.00
601 WATER FUND						
G 601-10100 Cash	\$101,182.52	\$322.28	\$17,879.47	\$1,188,037.84	\$1,133,905.32	\$155,315.04
G 601-11500 Accounts Receivable	\$20,730.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,730.00
G 601-12200 Special Assess Rec-Delinquent	\$795.00	\$0.00	\$0.00	\$0.00	\$0.00	\$795.00
G 601-12300 Special Assess Rec-Deferred	\$35,246.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,246.00
G 601-15699 Deferred Outflows of Pension R	\$6,979.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,979.00
G 601-16300 Improvements Other Than Bldg	\$1,279,871.73	\$0.00	\$0.00	\$0.00	\$0.00	\$1,279,871.73
G 601-16400 Fixed Asset-Equip/Machinery	\$67,909.00	\$0.00	\$0.00	\$0.00	\$0.00	\$67,909.00

CITY OF LORETTO

Monthly Balance Sheet

Current Period: November 2024

Account Descr	Begin Yr	MTD Debit	MTD Credit	YTD Debit	YTD Credit	Current Balance
G 601-16410 Fixed Asset-Equip Depreciation	-\$417,734.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$417,734.00
G 601-20200 Accounts Payable	-\$2,239.00	\$0.00	\$0.00	\$2,239.00	\$0.00	\$0.00
G 601-21500 Accrued Interest Payable	-\$3,436.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$3,436.00
G 601-21600 Accrued Wages & Salaries Paya	-\$694.00	\$0.00	\$0.00	\$694.00	\$0.00	\$0.00
G 601-21650 Compensated Absences-Curren	-\$2,081.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$2,081.00
G 601-21800 Water State Sales Tax	\$202.45	\$0.00	\$0.00	\$3,062.46	\$3,561.52	-\$296.61
G 601-22299 Deferred Inflows of Pension Re	-\$8,972.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$8,972.00
G 601-22400 Unamortized Premium Bonds S	-\$5,100.15	\$0.00	\$0.00	\$0.00	\$42,823.05	-\$47,923.20
G 601-22520 Special Assess Bonds Payable	-\$64,000.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$64,000.00
G 601-22530 Revenue Bonds Payable	-\$410,000.00	\$0.00	\$0.00	\$49,000.00	\$890,000.00	-\$1,251,000.00
G 601-23999 Pension Liability	-\$28,955.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$28,955.00
G 601-25300 Unreserved Fund Balance	-\$569,704.55	\$17,879.47	\$322.28	\$1,087,842.86	\$260,586.27	\$257,552.04
601 WATER FUND	\$0.00	\$18,201.75	\$18,201.75	\$2,330,876.16	\$2,330,876.16	\$0.00
602 WASTEWATER FUND						
G 602-10100 Cash	\$109,440.04	\$0.00	\$6,811.97	\$185,535.94	\$181,973.09	\$113,002.89
G 602-11500 Accounts Receivable	\$16,564.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,564.00
G 602-12200 Special Assess Rec-Delinquent	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$540.00
G 602-12300 Special Assess Rec-Deferred	\$23,931.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,931.00
G 602-15699 Deferred Outflows of Pension R	\$9,788.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,788.00
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	\$80,478.00	\$0.00	\$0.00	\$0.00	\$0.00	\$80,478.00
G 602-16410 Fixed Asset-Equip Depreciation	-\$177,470.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$177,470.00
G 602-20200 Accounts Payable	-\$1,414.00	\$0.00	\$0.00	\$1,414.00	\$0.00	\$0.00
G 602-21500 Accrued Interest Payable	-\$1,294.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$1,294.00
G 602-21600 Accrued Wages & Salaries Paya	-\$967.00	\$0.00	\$0.00	\$967.00	\$0.00	\$0.00
G 602-21650 Compensated Absences-Curren	-\$2,935.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$2,935.00
G 602-22299 Deferred Inflows of Pension Re	-\$12,584.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$12,584.00
G 602-22400 Unamortized Premium Bonds S	-\$2,567.05	\$0.00	\$0.00	\$0.00	\$0.00	-\$2,567.05
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	-\$175,000.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$175,000.00
G 602-23999 Pension Liability	-\$40,612.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$40,612.00
G 602-25300 Unreserved Fund Balance	-\$31,198.99	\$6,811.97	\$0.00	\$186,300.09	\$192,243.94	-\$37,142.84
602 WASTEWATER FUND	\$0.00	\$6,811.97	\$6,811.97	\$374,217.03	\$374,217.03	\$0.00
603 GARBAGE/RECYCLING FUND						
G 603-10100 Cash	\$2,706.31	\$0.00	\$716.05	\$62,014.48	\$65,119.03	-\$398.24
G 603-11500 Accounts Receivable	\$5,787.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,787.00
G 603-15699 Deferred Outflows of Pension R	\$1,398.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,398.00
G 603-20200 Accounts Payable	-\$5,128.00	\$0.00	\$0.00	\$5,128.00	\$0.00	\$0.00

CITY OF LORETTO

Monthly Balance Sheet

Current Period: November 2024

Account Descr	Begin Yr	MTD Debit	MTD Credit	YTD Debit	YTD Credit	Current Balance
G 603-21600 Accrued Wages & Salaries Paya	-\$209.00	\$0.00	\$0.00	\$209.00	\$0.00	\$0.00
G 603-21650 Compensated Absences-Curren	-\$503.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$503.00
G 603-21820 Garbage State Sales Tax	-\$103.73	\$0.00	\$0.00	\$3,400.13	\$3,806.54	-\$510.14
G 603-21830 County SWM Fee	\$654.77	\$644.80	\$0.00	\$6,040.12	\$6,043.76	\$651.13
G 603-22299 Deferred Inflows of Pension Re	-\$1,798.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$1,798.00
G 603-23999 Pension Liability	-\$5,804.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$5,804.00
G 603-25300 Unreserved Fund Balance	\$2,999.65	\$71.25	\$0.00	\$55,678.78	\$57,501.18	\$1,177.25
603 GARBAGE/RECYCLING FUND	\$0.00	\$716.05	\$716.05	\$132,470.51	\$132,470.51	\$0.00
604 STORM WATER FUND						
G 604-10100 Cash	\$21,853.43	\$0.00	\$145.51	\$76,113.63	\$40,528.12	\$57,438.94
G 604-11500 Accounts Receivable	\$8,948.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,948.00
G 604-15699 Deferred Outflows of Pension R	\$2,320.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,320.00
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	-\$33,227.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$33,227.00
G 604-20200 Accounts Payable	-\$1,500.00	\$0.00	\$0.00	\$1,500.00	\$0.00	\$0.00
G 604-21600 Accrued Wages & Salaries Paya	-\$262.00	\$0.00	\$0.00	\$262.00	\$0.00	\$0.00
G 604-21650 Compensated Absences-Curren	-\$749.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$749.00
G 604-22299 Deferred Inflows of Pension Re	-\$2,982.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$2,982.00
G 604-23999 Pension Liability	-\$9,623.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$9,623.00
G 604-25300 Unreserved Fund Balance	-\$266.43	\$145.51	\$0.00	\$40,528.12	\$77,875.63	-\$37,613.94
604 STORM WATER FUND	\$0.00	\$145.51	\$145.51	\$118,403.75	\$118,403.75	\$0.00
611 WATER CAPITAL FUND						
G 611-10100 Cash	\$71,169.40	\$0.00	\$0.00	\$1,390.85	\$64,373.24	\$8,187.01
G 611-13101 Due from other funds	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,000.00
G 611-16400 Fixed Asset-Equip/Machinery	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,000.00
G 611-20300 Retainage Payable	-\$62,400.00	\$0.00	\$0.00	\$62,400.00	\$0.00	\$0.00
G 611-25300 Unreserved Fund Balance	-\$34,769.40	\$0.00	\$0.00	\$1,973.24	\$1,390.85	-\$34,187.01
611 WATER CAPITAL FUND	\$0.00	\$0.00	\$0.00	\$65,764.09	\$65,764.09	\$0.00
612 SEWER CAPITAL FUND						
G 612-10100 Cash	\$113,615.60	\$0.00	\$0.00	\$4,665.18	\$18,047.13	\$100,233.65
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	-\$1,226,903.60	\$0.00	\$0.00	\$18,047.13	\$4,665.18	-\$1,213,521.65
612 SEWER CAPITAL FUND	\$0.00	\$0.00	\$0.00	\$22,712.31	\$22,712.31	\$0.00
614 STORMWATER CAPITAL FUND						
G 614-10100 Cash	\$157,608.09	\$0.00	\$0.00	\$3,988.58	\$103,346.05	\$58,250.62

CITY OF LORETTO

Monthly Balance Sheet

Current Period: November 2024

Account Descr	Begin Yr	MTD Debit	MTD Credit	YTD Debit	YTD Credit	Current Balance
G 614-16300 Improvements Other Than Bldg	\$21,710.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,710.00
G 614-16400 Fixed Asset-Equip/Machinery	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,000.00
G 614-25300 Unreserved Fund Balance	-\$185,318.09	\$0.00	\$0.00	\$103,346.05	\$3,988.58	-\$85,960.62
614 STORMWATER CAPITAL FUND	\$0.00	\$0.00	\$0.00	\$107,334.63	\$107,334.63	\$0.00
	\$0.00	\$207,717.50	\$207,717.50	\$6,855,689.78	\$6,855,689.78	\$0.00

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

RESOLUTION NO. 2024-29

MOTION BY MEMBER:

SECONDED BY MEMBER:

A RESOLUTION APPROVING CANVASS OF RETURNS AND DECLARING THE RESULTS OF THE MUNICIPAL ELECTION HELD ON NOVEMBER 5, 2024

WHEREAS, a Municipal Election was held at the General Election on Tuesday, November 5, 2024, to vote on the offices of Mayor and two 4-year Council Members and the official returns of the election judges were presented; and

WHEREAS, said returns were duly examined, approved, and placed on file in the Office of the City Clerk.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Loretto that it is hereby found, determined, and declared that the Regular Municipal Election held in and for the City of Loretto on Tuesday, November 5, 2024 was in all respects duly held and the returns thereof have been duly canvassed, the votes cast at said election were:

MAYOR, Two-year term, expiring December 31, 2026

Kent Koch	Received	338 Votes
Write-Ins	Received	13 Votes

COUNCIL MEMBER, Four-year term, Two Seats, terms expiring December 31, 2028

Keith Converse	Received	161 Votes
Jeffrey Leuer	Received	220 Votes
Melissa Markham	Received	182 Votes
Dustin Postell	Received	44 Votes
Write-Ins	Received	2 Votes

Other election statistics include:

- There were 460 registered voters at 7:00 a.m.
- 30 people registered to vote on Election Day, this includes 11 people who registered when voting by Absentee Ballot.
- 422 people cast ballots for the 2024 General Election:

246 Election Day Voter Receipts
176 Absentee Ballots
422 Total Voters

IT IS HEREBY FOUND AND DECLARED that the following candidates for offices of Mayor and Council Member elected at the November 5, 2024 Regular Municipal Election for the respective terms are as follows:

MAYOR (2 year term)..... Kent Koch
COUNCIL MEMBER (4 year term)..... Jeffrey Leuer
COUNCIL MEMBER (4 year term)..... Melissa Markham

PASSED AND ADOPTED THIS 12th DAY OF NOVEMBER 2024.

VOTING AYE
___ Daniels, Brenda
___ Elsen, Greg
___ Koch, Kent
___ Markham, Melissa
___ Scanlon, Ben

VOTING NAY
Daniels, Brenda___
Elsen, Greg___
Koch, Kent___
Markham, Melissa___
Scanlon, Ben___

Kent Koch, Mayor

ATTEST:

Mary K. Schneider, City Clerk-Treasurer



Memo

To: City of Loretto From: Nick Wyers, PE
 Kent Torve, PE City Engineer
 Project/File: 227705283 Date: November 4, 2024
 Subject: 2023 Street Improvements Project – Pay Request #6

Council Action Requested

Staff is recommending the City Council Approve Pay Request #6 for the 2023 Street Improvement Project to Omann Contracting Companies, Inc. in the amount of \$126,922.34.

Summary

The amount brings the total approved to date to 95% of the total project value before withholding the 5% retainage. The requested amount is related to paving and restoration work.

The signed payment request form and pay application is attached for review. Below is a summary of the work completed to date:

Contract Value	\$933,677.59
Change Order #1	\$23,994.24
Revised Contract Value to Date	\$957,671.83
Work Completed to Date	\$942,019.87
5% Retainage	\$47,100.99
Amount Paid to Date	\$767,996.54
Total Pay App #6	\$126,922.34

Financing

This project is funded through a combination of City funds (bonding) and special assessments.

Engineer’s Recommendation

We recommend approving Pay Request #6 to Omann Contracting Companies, Inc. in the amount of \$126,922.34

Next Steps

Contractor is responsible for completing the project punchlist, which includes monitoring vegetation establishment in the spring.

Pay Request #6
City of Loretto
2023 Street Improvement Project
Project Number: 227705283
10/30/2024

NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	COMPLETED TO DATE		LESS PREVIOUS PAYMENTS		CURRENT PAY REQUEST #6	
						QTY	PRICE	QTY	PRICE	QTY	PRICE
BASE BID	SCHEDULE										
1	MOBILIZATION AND DEMOBILIZATION	LUMP SUM	1	\$18,700.00	\$18,700.00	1	\$ 18,700.00	0.9	\$ 16,830.00	0.1	\$ 1,870.00
2	TRAFFIC CONTROL	LUMP SUM	1	\$2,500.00	\$2,500.00	1	\$ 2,500.00	0.9	\$ 2,250.00	0.1	\$ 250.00
3	CLEARING & GRUBBING	TREE	5	\$1,150.00	\$5,750.00	6.3	\$ 7,245.00	6.3	\$ 7,245.00	0	\$ -
4	REMOVE CONCRETE CURB AND GUTTER	LIN FT	4192	\$3.80	\$15,929.60	4136	\$ 15,716.80	4124	\$ 15,671.20	12	\$ 45.60
5	REMOVE SEWER PIPE (STORM)	LIN FT	959	\$9.65	\$9,254.35	945	\$ 9,119.25	945	\$ 9,119.25	0	\$ -
6	REMOVE SEWER STRUCTURE (STORM)	EACH	13	\$431.38	\$5,607.94	13	\$ 5,607.94	13	\$ 5,607.94	0	\$ -
7	REMOVE FLARED END (STORM)	EACH	1	\$557.28	\$557.28	1	\$ 557.28	1	\$ 557.28	0	\$ -
8	REMOVE SUMP LINE	LIN FT	444	\$4.59	\$2,037.96	1225	\$ 5,622.75	1225	\$ 5,622.75	0	\$ -
9	REMOVE GATE VALVE BOX	EACH	7	\$181.63	\$1,271.41	5	\$ 908.15	4	\$ 726.52	1	\$ 181.63
10	REMOVE SANITARY MANHOLE CASTING	EACH	9	\$147.58	\$1,328.22	9	\$ 1,328.22	8	\$ 1,180.64	1	\$ 147.58
11	REMOVE CONCRETE DRIVEWAY PAVEMENT	SO YD	200	\$6.05	\$1,210.00	163	\$ 986.15	163	\$ 986.15	0	\$ -
12	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SO YD	100	\$5.45	\$545.00	89	\$ 485.05	89	\$ 485.05	0	\$ -
13	SALVAGE AND RESPREAD GRAVEL DRIVEWAY	SO YD	24	\$10.15	\$243.60	0	\$ -	0	\$ -	0	\$ -
14	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	290	\$2.30	\$667.00	280	\$ 644.00	248	\$ 570.40	32	\$ 73.60
15	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	220	\$3.25	\$715.00	175	\$ 568.75	175	\$ 568.75	0	\$ -
16	REMOVE BITUMINOUS PAVEMENT	SO YD	5650	\$1.75	\$9,887.50	5610	\$ 9,817.50	4892	\$ 8,561.00	718	\$ 1,256.50
17	TEMPORARY MAILBOXES INCL SALVAGE & REINSTALL	LUMP SUM	1.00	\$6,500.00	\$6,500.00	1	\$ 6,500.00	1	\$ 6,500.00	0	\$ -
18	SALVAGE AND REINSTALL SIGN	EACH	7	\$154.80	\$1,083.60	9	\$ 1,393.20	0	\$ -	9	\$ 1,393.20
19	REMOVE FENCE	LUMP SUM	1	\$1,548.00	\$1,548.00	1	\$ 1,548.00	1	\$ 1,548.00	0	\$ -
20	CURB STOP CASTING, DRIVEWAY	EACH	2	\$175.00	\$350.00	2	\$ 350.00	2	\$ 350.00	0	\$ -
21	COMMON EXCAVATION - OFF SITE (EV)	CU YD	4490	\$19.55	\$87,779.50	4186	\$ 81,836.30	3620	\$ 70,771.00	566	\$ 11,065.30
22	SUBGRADE EXCAVATION (EV)	CU YD	449	\$13.50	\$6,061.50	0	\$ -	0	\$ -	0	\$ -
23	GEOTEXTILE FABRIC, TYPE V NON-WOVEN	SO YD	7170	\$1.95	\$13,981.50	7264	\$ 14,164.80	6322	\$ 12,327.90	942	\$ 1,836.90
24	SELECT GRANULAR BORROW (MODIFIED)	TON	4740	\$17.15	\$81,291.00	4321	\$ 74,105.15	3756	\$ 64,415.40	565	\$ 9,689.75
25	AGGREGATE BASE CLASS 5 100% CRUSHED	TON	3100	\$24.00	\$74,400.00	2746	\$ 65,904.00	2463	\$ 59,112.00	283	\$ 6,792.00
26	4" PERFORATED PVD SCH 40 DRAIN TILE PIPE	LIN FT	1268	\$24.77	\$31,408.36	4059	\$ 100,541.43	3528	\$ 87,388.56	531	\$ 13,152.87
27	6" SUMP LINE SOLID PVC SCH 40 PIPE	LIN FT	637	\$26.83	\$17,090.71	639	\$ 17,144.37	634	\$ 17,010.22	5	\$ 134.15
28	4" PVC DRAINTILE CLEANOUT W/THREADED CAP	EACH	11	\$304.44	\$3,348.84	5	\$ 1,522.20	4	\$ 1,217.76	1	\$ 304.44
29	6" PVC CLEANOUT W/ YARD INLET	EACH	9	\$830.76	\$7,476.84	10	\$ 8,307.60	9	\$ 7,476.84	1	\$ 830.76
30	BITUMINOUS MATERIAL FOR TACK COAT	GAL	290	\$3.50	\$1,015.00	275	\$ 962.50	0	\$ -	275	\$ 962.50
31	TYPE SP 9.5 WEARING COURSE MIX (3.B)	TON	560	\$84.75	\$47,460.00	487	\$ 41,273.25	0	\$ -	487	\$ 41,273.25
32	TYPE SP 12.5 NON-WEARING COURSE MIX (3.B)	TON	750	\$79.19	\$59,392.50	529	\$ 41,891.51	529	\$ 41,891.51	0	\$ -
33	TYPE SP 9.5 WEARING COURSE MIX (3.B) DRIVEWAYS	TON	10	\$450.00	\$4,500.00	14	\$ 6,300.00	14	\$ 6,300.00	0	\$ -
34	CONCRETE CURB & GUTTER - SURMOUNTABLE	LIN FT	4192	\$17.34	\$72,689.28	4118	\$ 71,406.12	3196	\$ 55,418.64	922	\$ 15,987.48
35	6" CONCRETE DRIVEWAY PAVEMENT	SO YD	280	\$65.02	\$18,205.60	273	\$ 17,750.46	263	\$ 17,100.26	10	\$ 650.20
36	DRIVEWAY CURB EDGING	LIN FT	25	\$25.80	\$645.00	0	\$ -	0	\$ -	0	\$ -
37	12" RC PIPE SEWER CLASS V	LIN FT	791	\$55.73	\$44,082.43	791	\$ 44,082.43	791	\$ 44,082.43	0	\$ -
38	15" RC PIPE SEWER CLASS V	LIN FT	467	\$65.02	\$30,364.34	467	\$ 30,364.34	467	\$ 30,364.34	0	\$ -
39	21" RC PIPE SEWER CLASS V	LIN FT	271	\$84.62	\$22,932.02	271	\$ 22,932.02	271	\$ 22,932.02	0	\$ -
40	24" RC PIPE SEWER CLASS III	LIN FT	168	\$90.82	\$15,257.76	163	\$ 14,803.66	163	\$ 14,803.66	0	\$ -
41	24" RC FLARED END WITH TRASH GUARD	EACH	1	\$3,199.20	\$3,199.20	1	\$ 3,199.20	1	\$ 3,199.20	0	\$ -
42	CONNECT TO EXISTING STORM SEWER PIPE	EACH	2	\$865.85	\$1,731.70	2	\$ 1,731.70	2	\$ 1,731.70	0	\$ -
43	2' X 3' STORM SEWER CATCH BASIN MANHOLE	EACH	5	\$2,822.52	\$14,112.60	5	\$ 14,112.60	5	\$ 14,112.60	0	\$ -
44	4' DIAMETER STORM SEWER CATCH BASIN MANHOLE	EACH	10	\$3,601.68	\$36,016.80	10	\$ 36,016.80	10	\$ 36,016.80	0	\$ -
45	5' DIAMETER STORM SEWER CATCH BASIN MANHOLE	EACH	3	\$6,274.56	\$18,823.68	3	\$ 18,823.68	3	\$ 18,823.68	0	\$ -
46	CONNECT TO EXISTING DRAINTILE	EACH	4	\$145.51	\$582.04	3	\$ 436.53	3	\$ 436.53	0	\$ -
47	CONNECT TO EXISTING SUMP LINE	EACH	10	\$168.22	\$1,682.20	5	\$ 841.10	5	\$ 841.10	0	\$ -
48	2" POLYSTYRENE INSULATION	SY YD	10	\$37.15	\$371.50	4	\$ 148.60	4	\$ 148.60	0	\$ -
49	RANDOM RIPRAP CLASS III	TON	20	\$87.20	\$1,744.00	15	\$ 1,308.00	15	\$ 1,308.00	0	\$ -
50	INSTALL NEW SANITARY MANHOLE CASTING, RINGS, AND I&I BARRIER	EACH	9	\$1,274.52	\$11,470.68	9	\$ 11,470.68	1	\$ 1,274.52	8	\$ 10,196.16
51	INSTALL NEW GATE VALVE BOX	EACH	7	\$500.52	\$3,503.64	5	\$ 2,502.60	3	\$ 1,501.56	2	\$ 1,001.04
52	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	15	\$135.00	\$2,025.00	2	\$ 270.00	2	\$ 270.00	0	\$ -
53	WATER FOR DUST CONTROL	MGAL	15	\$50.00	\$750.00	20	\$ 1,000.00	20	\$ 1,000.00	0	\$ -
54	STABILIZED CONSTRUCTION EXIT	EACH	1	\$1,000.00	\$1,000.00	0	\$ -	0	\$ -	0	\$ -
55	STORM DRAIN INLET PROTECTION - MAINTAINED	EACH	17	\$129.77	\$2,206.09	7	\$ 908.39	7	\$ 908.39	0	\$ -
56	SILT FENCE, TYPE MS-MAINTAINED	LIN FT	64	\$4.02	\$257.28	45	\$ 180.90	45	\$ 180.90	0	\$ -
57	COMMON TOPSOIL BORROW (LV)	CU YD	310	\$48.96	\$15,177.60	298	\$ 14,590.08	208	\$ 10,183.68	90	\$ 4,406.40
58	SOD	SO YD	3100	\$9.29	\$28,799.00	0	\$ -	0	\$ -	0	\$ -
59	HYDROMULCH MNDOT SEED MIX 25-141	SO YD	25	\$10.32	\$258.00	0	\$ -	0	\$ -	0	\$ -
60	CONIFEROUS TREE, 6' HT B&B	EACH	2	\$563.47	\$1,126.94	0	\$ -	0	\$ -	0	\$ -
SUBTOTAL BASE BID					\$869,906.59	\$	852,431.04	\$	728,929.73	\$	123,501.31

ALTERNATE 1 - EXTRA 6" OF SAND											
A1.1	COMMON EXCAVATION - OFF SITE (EV)	CU YD	1200	\$ 13.50	\$ 16,200.00	1188	\$ 16,038.00	1033	\$ 13,945.50	155	\$ 2,092.50
A1.2	SUBGRADE EXCAVATION (EV)	CU YD	120	\$ 13.50	\$ 1,620.00	0	\$ -	0	\$ -	0	\$ -
A1.3	SELECT GRANULAR BORROW (MODIFIED)	TON	2260	\$ 17.15	\$ 38,759.00	2217	\$ 38,021.55	1934	\$ 33,168.10	283	\$ 4,853.45

SUBTOTAL ALTERNATE 1		\$	56,579.00	\$	54,059.55	\$	47,113.60	\$	6,945.95
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ALTERNATE #2 - SEED														
A2.1	HYDROMULCH MNDOT SEED MIX 25-151	SO YD	3100	\$2.32	\$7,192.00	4972	\$	11,535.04	3612	\$	8,379.84	1360	\$	3,155.20
SUBTOTAL ALTERNATE 1		\$	7,192.00	\$	11,535.04	\$	8,379.84	\$	3,155.20					

TOTAL CONTRACT AMOUNT		\$	933,677.59	\$	918,025.63	\$	784,423.17	\$	133,602.46
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CHANGE ORDER #1 - WATERMAIN REPAIR																
COT.1	WATERMAIN REPAIR	LS	1	\$	23,994.24	\$	23,994.24	1	\$	23,994.24	1	\$	23,994.24	0	\$	-
SUBTOTAL CHANGE ORDER #1		\$	23,994.24	\$	23,994.24	\$	23,994.24	\$	23,994.24	\$	0	\$	-			

TOTAL REVISED CONTRACT AMOUNT		\$	957,671.83	\$	942,019.87	\$	808,417.41	\$	133,602.46
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CONTRACT SUMMARY

ORIGINAL CONTRACT AWARD AMOUNT \$933,677.59
 CHANGE ORDER TO DATE \$ 23,994.24
 REVISED CONTRACT AMOUNT \$957,671.83

	COMPLETED TO DATE	LESS PREVIOUS PAYMENTS	PAYMENT REQUEST 5
SUBTOTAL	\$942,019.87	\$808,417.41	\$133,602.46
CURRENT RETAINAGE (5%)	\$ 47,100.99	\$ 40,420.87	\$ 6,680.12
TOTAL CURRENT PAY REQUEST	\$ 894,918.88	\$ 767,996.54	\$ 126,922.34

Pay Request #6

SECTION 00 62 76
APPLICATION FOR PAYMENT FORM

10/30/2024

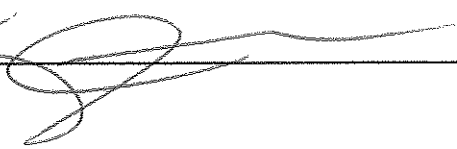
OWNER: City of Loretto
PROJECT: 2023 Street Improvements
CONTRACTOR: Omann Contracting Companies, Inc.

PAY ESTIMATE NO. 6

Original Contract Amount:	<u>\$ 933,677.59</u>
Contract Changes approved to Date (List Change Order Numbers):	<u>\$ 23,994.24</u>
Revised Contract Price :	<u>\$ 957,671.83</u>
Work Completed to Date (attached):	<u>\$ 942,019.87</u>
Retainage to Date, 5%:	<u>\$ 47,100.99</u>
Work Completed to Date Less Retainage to Date:	<u>\$ 894,918.88</u>
Total Amount Previously Certified:	<u>\$ 767,996.54</u>
Payment Request This Estimate:	<u>\$ 126,922.34</u>

I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid.


CONTRACTOR



Project No. 227705283

CERTIFICATE OF CONTRACTOR

I hereby certify that the work and the materials supplied to date, as shown on the request for payment, represents the actual value of accomplishment under the terms of the contract dated 03/15/2024 between between the City of Loretto (OWNER) and Omann Contracting Companies, Inc. (CONTRACTOR) and all authorized changes therto:





By Kelly Omann

Title Proprietary

4972

Approval:

(CONTRACTOR)	 _____	Date <u>10/31/24</u> _____
STANTEC CONSULTING SERVICES, INC.	 _____	Date <u>11/4/2024</u> _____
CITY OF LORETTO	_____	Date _____

END OF SECTION

Project No. 227705283

Holiday Train, Saturday, December 14th, 4:15 train arrives, 4:30-5 show, event 3-5 pm

Members present: Mallory Ross (ProLawns), Malia Kaszubowski (Resident), Tristan Hafner & Brady Zackrison (Doboszenski & Sons), Carla Demchuk (21st Century Bank), Jeff Leuer (Fire Chief), Joe Carlson (KRWC), Jake Leuer, Becky Coyle & Mary Schneider (City Staff.)

2023 total donations = \$23,620 and approximately 1500 lbs of food.

TASK	ASSIGNED TO	Status/Action needed
Christmas Tree (2023 - Lions donated 3 trees; group gathered to decorate)	Mary, Becky, Dana	Dana with Lions Club confirmed they will donate the trees again this year; Mary/Becky to get permission to use vacant lot & order trees from R. Goldenman, setup firm delivery date, usually deliver the week of Thanksgiving, then decorate the week after. 2023: Trees were delivered on 11/20/23 cost was \$700. All agreed that Christmas trees this year were not so good. A lot of bare spots.
Tree Decorating Plans	Volunteers: Becky, Jason? Brittany, Jake, Aaron, Dave, Malia, Carla	Tree decorating date: Monday, December 2nd @ 10am. Jake will make sure there are enough long poles, check on all existing stars and light strings and purchase what's needed. Jake ordered 24 new ornaments off Amazon. Public works to place the Santa mail box.
Advertising: a. website; b. newsletter; c. cable (LMCC); d. local papers (Crow River News, DHJ); e. posters; f. community Lions sign; g. local bank signs; h. utility billing; i. flier in church bulletin; j. Facebook; k. Nextdoor Loretto, K. give to restaurants to put in to-go orders; L. Loram to put in employee newsletter and on website; ProLawns will email client list and contacts.	Becky, Mary, Carla, Mallory	Once we have details figured out, Carla to arrange for poster creation; any new ideas for marketing? keep in mind Saturday event.
County sign & Light for CR19/Railway Street intersection	Jake	Jake has requested these from the county, to be placed at north & south end of town, two weeks prior to event. Mary to provide additional message to be added regarding alternative parking/shuttle pickup at lots outside of town. These are set to be Baker Park and Cake My Day parking lots.
Cash Cans	Carla	Carla has the cash cans, stored at the bank. To be distributed around town to collect donations (Koch's, Warren's, 21st Century Bank, City Hall)
Food Shelf - Donation boxes	Jill Johnson, Tristan	Per Helen, she is no longer the contact with Hanover Food Shelf. She forwarded my email regarding delivering cardboard boxes to Doboszenski & Sons in preparation for the day to Jill Johnson.

2024 Holiday Train
10.21.24 Meeting Notes

TASK	ASSIGNED TO	Status/Action needed
Food Shelf - Donation totes/buckets		the City has 2 in storage. Will place one in the city hall lobby and bring one to Koch's Korner. Carla confirmed there is one at the bank. (Usually place at 21st Century Bank, Koch's, City Hall).
Food Drive - Sts. Peter and Paul	Joyce	Mary will check with Joyce if they will do one this year. 2022: youth food drive, Joyce arranged delivery of food to ProLawns day before since youth couldn't attend day of, collected 240 lbs of food & \$510, great results!
Collection Truck	Tristan Hafner	Tristan confirmed they will have an enclosed trailer with a pickup truck on site, to be located on Railway Street West, in front of ProLawns. He said there should be plenty of space for donations even with a Saturday event as they usually only have it 1/3 full. If necessary, overflow could be stored at ProLawns, per Mallory. Tristan also said they will have pickup trucks nearby for overflow if necessary. 2023: Doboszinski & Son's provided truck/trailer, boxes, volunteers and delivery to food shelf after event, placed sign in front of table, collection went very well this year.
Hospitality		Loram cannot be at the event this year due to conflict with their annual Christmas party. They will order/pay for the food and drinks, we need to figure out who will pickup the items, bring them to Lions building, need people to serve and cleanup. Mary will reach out to local 4H group to see if they would take on serving/cleaning up. Other ideas if they can't: Eagle Aluminum, Delano Royalty, Hanover Boy Scouts. The committee recommended fewer cookie options to help the line move faster. Fewer types of cookies, fewer shapes, etc. Mary will pass along this feedback to Mackenzie. 2023 notes: There were no complaints from Loram & it worked out well again this year using the Lions building. Brynn said that there was too much variety on cookies which made the lines extra long so they will just maybe go with less cookie choices next year. Per Mackenzie, this year they had just enough product & went through the following: 90 dozen cookies, 10 Gallons of Apple Cider, 35 Gallons of Cocoa .
SS Peter & Paul Adoration Chapel Parking	Mary, Joyce	Joyce to let adoration leader know the date of the event so they can notify the affected adorers. Church now has signs to place on cones which block the spaces. Also give command post phone number to call if a vehicle needs to be towed.

2024 Holiday Train
10.21.24 Meeting Notes

TASK	ASSIGNED TO	Status/Action needed
SS Peter & Paul Mass	Joyce	We won't advertise the church parking lot at all this year for parking or shuttle stop. They offered the lower lot, but the committee had concerns that it would draw too many people to their lot and they have 4pm mass.
Parking locations/Shuttle Drop off	Mary, Becky, Jason	Agreed on softball complex lot for the short bus. 11/1/24 update - Jason has gotten permission for Baker Park lot. Three Rivers has committed to having 150 spots plowed. Becky has gotten permission to use the Cake My Day lot. These out of town lots will be serviced with a second shuttle bus.
Shuttle Service (Stahlke Bus Service 763-972-3991)	Mary/Becky	Rayme with Stahlke confirmed they will provide 2 shuttles, details about parking lots TBD. Mary will send map routes and request driver phone numbers for emergency use when closer to the event. Per Rayme, drivers will not be set until the week before the event. Thank you to Stahlke Bus! 2023 notes: Janet with Stahlke said the church lot is not ideal, but softball lot works great. (check in to find out what the problem is with the church lot - it was always good in the past.)
Handicap Parking	Public Works/MPD	10/25/24 update - Saturday event, close down St. John Street between Railway St W and St. Peter Street to allow for more handicap parking. An officer will be posted at the intersection to allow handicap vehicles in to the area. Guests must request handicap parking from officers on site and be directed to this area. Have limited handicap parking along St. John Street, at the west end of the event site.
Traffic Control	Jason, Kevin, public works	10/25/24 update: Jake will request light tower from HC for intersection of Railway St W and CR19, to aid traffic control. Jake will see to it that No Parking 2-6pm signs will be placed on Railway St W the morning of the event, using the stands that are in storage. Mary/Becky will send letters to businesses/residents notifying them of the road closure. Mary will check in with Jason/MPD about handicap parking west of the barricades on the west side of the road closed area. Jake/PW to place temporary handicap parking signs. 2023: Used stands for PW to place No Parking signs (2-6 pm) on Railway St. W. morning of event. Mary sent letters to businesses/residents in area re: road closures & event info 12/1/23. Provided flyers which Gary's Diesel gave to other businesses in industrial area. MPD allowed handicap parking west of barricades on Railway St. W. Used 2-3 temporary handicap parking signs.

2024 Holiday Train
10.21.24 Meeting Notes

TASK	ASSIGNED TO	Status/Action needed
Traffic Control - County Road 11	Public Works, MPD	Mary will request an officer at the corner of CR19 and 11 for traffic control. The lot needs to be blocked off so people can't park there. 2022: Per JL lot was too soft so MPD blocked. No traffic issues at this intersection; 2021 & 2020: N/A. 2019: Police present & posted No Parking signs which eliminated this problem. 2018: Problems w/ parking on westbound CR11
Road Closure	Jason, Jeff	10/25/24 update: add road closure at St. Peter/St. John Street to allow for more handicap parking along the west side of the Lions Park along St. John Street. Still have barricades at the usual western edge. Mary will check with Jason about barricade placement/where will we have hard barricades and where soft barricades. Need to keep Warren's east parking lot open and Choo Choo parking lot open. Roads closed at 2pm. 2023: Closed roads at 2pm. Jake Verified that Barricades will be on Lorenz St, but they will be moveable. Cement barricades on east end of Railway St, put barricades so Warren's can still use their east parking lot. Post signs on St Peter St. limiting parking to one side so that semis can get back to the industrial district. 2022: As safety precaution MPD requested cement barricades to close off street, PW provided these; Closed Railway St W. (barricades west of Warren's front lot to St. John St.) & Lorenz (from St. Peter St to Railway St W), had plastic barricades from St. Peter St. to Choo Choo parking lot for customers (this worked out ok for Barry), from 2-6pm. Post signs on St. Peter St limiting parking to one side so that semis can get back to industrial district. Police to post signs for Lorenz and St. Peter Sts the night before. Also provided flyers w/ this information to Gary's Diesel to give to other businesses in ind. area.
Sidewalks/Hospitality Area - snow removal and ice control	Public Works	Jake confirmed he will make sure there are some shovels and ice melt at the Lions Building for last minute ice control. 2023: Loram brought shovels for last minute work at the Lions building. 2022: PW made sure snow and ice were removed in areas being used. Loram to bring shovels for detail/last minute work.
Greeter (Accepts check on behalf of the foodshelf on train stage)	Kent	Mayor Koch confirmed he will be able to do this. 2023: Mayor Koch present to accept check.

2024 Holiday Train
10.21.24 Meeting Notes

TASK	ASSIGNED TO	Status/Action needed
Music	Joe Carlson/ Brittany	Joe Carlson volunteered to put together an mp3 playlist, will email it to Brittany to be played on the firetruck speakers. 10/22/24 Mary connected them with by email. Joe confirmed he will have 4 1/2 hour sets created and will either email them to Brittany or put them on a flashdrive and drop them off. 2023: Michelle made the playlist. Per Brittany, the FD has speakers but she is going to double check & let us know. We tested the music on Michelle's ipad & it worked well. 2022: Tim Spaulding provided music. Used speakers and system on LFD truck, this worked great for volume, sound and convenience.
Fire Pits	WSFD, Loram, Public Works	Mary sent email to Mackenzie and Brynn to see if we can use their fire pit and pallets, public works to pick up. FD confirmed they will supervise the fire pit. 2023: Loram provided the fire pit, pallets and volunteers. City provided the barricades and the FD helped Loram set up. PW will pick up pit & pallets the day before the event. Per Loram, the fire pits worked well with the barricades and they got positive feedback from the maintenance guys. 2022: PW picked up Loram's large fire pit and pallets, Loram and FD monitored, fire pit was great, suggested to use fence/barricade in future to prevent people getting too close, not paying attention during show.
Fire Truck	WSFD	Mary will confirm with FD that they could bring a decorated fire truck. 2023: Per Brittany, they will have a decorated Fire Truck. At least 1 for sure. 2022: LFD had decorated truck there. 2021: FD decorated truck at morning event. 2020: Firetruck in parade w/ Santa riding on truck. 2019: FD had their lit and decorated truck there. Also had Pierce the dalmation.
Kiddie Train	Mary, Glen, Joyce	Glen will drive the Kiddie Train again, Mary will help with the line. Joyce will work on getting 2 more volunteers who can lift kids in and out of the train cars. The entire route will be enclosed with barricades. 2023: Knights of Columbus provided a few volunteers. Need the entire track enclosed with barricades for safety. The kiddie train worked out great & the volunteers were great with the kids. This year, cash cans were in lines at the kiddie train which was a huge bonus, lots of people put money in the cans

2024 Holiday Train
10.21.24 Meeting Notes

TASK	ASSIGNED TO	Status/Action needed
Characters in Costume This has become our signature activity	Carla, Mackenzie	Carla confirmed the bank has volunteers for the following character costumes: Grinch (thank you to Christopher for doing this again!), Micky, Minnie, Minion. There's a Polar Bear blowup costume that's on it's way, hopefully will be here in time for the event. Mrs. Claus is a maybe. There will also be handler elves, Becky volunteered to help with that. 2023: Christopher is going to be the Grinch. Carla a minion. Joyce will present to her leadership & possibly have volunteers. Loram is looking for volunteers and could possibly have "Whoville" characters. All of the characters were great at the event. 2022: 21st CB 2-3 characters, Loram 5-6, dressed in ProLawns or Lions Bldg, arrived at 2:30, outside at 2:50; will try to get more volunteers to be in costume next year (Sts P&P, Eagle Mouldings?), Loram has lots of costumes.
Command Post	Medina PD/ProLawns	MPD will be bringing in their mobile command post to be placed at the west end near fire truck. Mary will add to the map. ProLawns will be used as staging area again this year. They won't be having another event going on at the same time, so shouldn't be any conflicts. This works great for staging, warming up and restroom use. Thank you to ProLawns!! 2023 & 2022: used ProLawns building, 100 Lorenz St. as "Home Base" for staff, volunteers, etc., worked great for for command post, music and charater prep, storage & warming for voluteers.
Whistles	Brittany, Barry	Fire dept is looking into purchasing whistles this year, will let us know. 2023: Whistles were ordered, purchased & handed out by the Fire Dept. Brittany said she would order the whistles. 2022: FD handed out, Choo Choo helped w/ cost.
Event Map	Mary/Becky	updated map as needed
Barricades	Mary/Becky	2023: ordered 100, that was enough for fully enclosing kiddie train route, around fire pits and train security. 2022: Connie ordered 75 per JL (25 Kiddie Train, 50 train security), need 100 next year to enclose kiddie train route & around fire.
Biff's	Mary/Becky	Order 2 ADA and 2 regular since its on a Saturday. They will be delivered Friday to the the city parking lot and picked up Monday. 2023: Ordered 2 ADA biffs. 2022: order 1 handicap biff at edge of Lions Park, need additional biff next year. 2021: 1 located at edge of Lions park.

2024 Holiday Train
10.21.24 Meeting Notes

TASK	ASSIGNED TO	Status/Action needed
Event Day BRIEFING	All members present	Sgt Hall will be the incident commander on scene and will lead the briefing at 2:45pm in front of ProLawns, corner of Railway St W and Lorenz Street to review emergency precautions. 2023: Met at 2:45pm in front of ProLawns for a briefing led by Medina Police (Jason).
Thank You cards	Mary/Becky	2023: Michelle completed. 2022: Connie completed, to be mailed after signed
Reindeer/Llamas	Dana, Mary, Becky, Laini, Michael	Per Dana, Angel reserved the Llamas; Mary/Becky will confirm and ask for invoice. Mary will check with Laini and Michael if they will volunteer this year. 2023: Dana from the Lions Club said that they will definitely donate Llamas again this year as long as the price didn't go up or way higher. I confirmed with Rick that they will be the same price at \$400. Per Mary, her daughter & son-in-law, Laini & Michael Cossette offered to volunteer & help with the Llamas again this year. They will be there from 2:45-5pm. Per Rick, we will bring their check to the event. Llamas were a hit again this year. 2022: Carlson's Lloveable Llamas reserved by Lions, \$400 for llamas wearing holiday decorations, this worked out great. Llamas were very easy, Lions park location was great, people loved them, would definately have them back again.
Photographer	Malia	checking with Malia if she will be able to take photos
KRWC	Mary, Joe	Per Joe, Mary will call in to the station 763-682-4444 on Monday, december 2nd at 10:10am to do a live interview promoting the event.
Next meeting date: tbd		

City of Loretto

Informational b.

October 7, 2024

Mr. Charles Zelle, Chair
Metropolitan Council
390 Robert Street North
St. Paul, MN 55101

RE: City of Loretto Comments on Imagine 2050

Chair Zelle,

The City of Loretto has reviewed the draft Imagine 2050 document and would like to provide the following comments on the policies and goals contained in the draft, particularly related to Land Use.

- Increase of Affordable Housing Minimum Density (Objective 1, Policy 2, Action 4).** The 2040 land use plan allowed areas at 8 unit per acre minimum to meet the affordable housing goal. Imagine 2050 increases this minimum to a minimum of 10 units per acre.

The City of Loretto guided property that met this density requirement in the previous plan. The increase of density for affordable housing minimums will result in a development pattern more difficult for Loretto to provide.
- Adjust Parking Requirements (Objective 2, Policy 4, Action 7).** The City of Loretto seeks to keep its policies regarding parking a local matter. Smaller communities, such as Loretto, do not have the municipal infrastructure to handle snow removal and other operations in a manner in which cars are parked on the street at all times.
- Housing Type Directive (Objective 5, P1, A1).** The City of Loretto objects to the requirement placed on cities to allow for more than one housing type within residential land use categories. Balancing of densities to meet Met Council requirements can be made more simple by the low end and the high end being isolated into specific types of development. Keeping land use categories to one housing type also interfaces easily with the City's zoning regulations. This change would result in the City needing to completely restructure the entire community zoning policies.
- Density Standards for Suburban Communities.** The Metropolitan Council proposes to increase the minimum density standards for Suburban communities to 7 units per acre. The City of Loretto had difficulty meeting the prior density requirements due to the limited amount of developable land and the existing development patterns found within the City. The City is surrounded by land that is designated as Diversified Rural and is not

connected to any other urban areas. It would be preferable for the City to be designated as Suburban Edge or Rural Center, as that would be a better fit. Similar cities to Loretto are St. Bonifacius (Suburban Edge) and Bethel (Rural Center). These cities are all individual small town sites surrounded by other communities.

The City of Loretto respectfully requests that the Metropolitan Council consider this as public testimony on the draft of Imagine 2050.

Sincerely,

A handwritten signature in blue ink, appearing to read "Nate Sparks", enclosed in a thin black rectangular border.

Nate Sparks
City Planner
City of Loretto
(952) 221-0540

Cc: Freya Thamman, Sector Representative
Judy Johnson, Metropolitan Council Member, District 1

Informational c.



FIRE

WEST SUBURBAN FIRE DISTRICT

WEST SUBURBAN FIRE DISTRICT

Jeff Leuer | Fire Chief

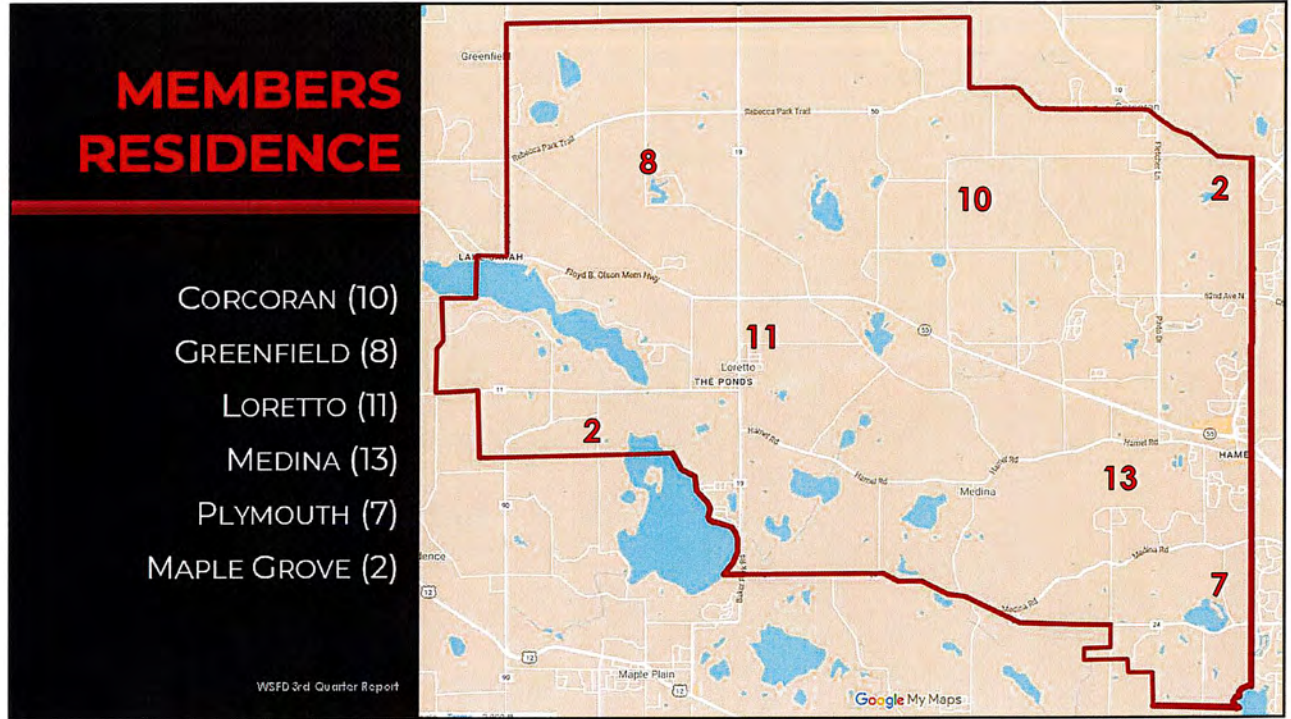
www.westsuburbanfire.org

259 N Medina Street. Loretto, MN 55357
763-478-3036

1

<p>FIRE CHIEF (1) ASST. FIRE CHIEF (4) CAPTAIN (4) LIEUTENANT (3) FIREFIGHTER (34) RESERVES (5) OFFICE STAFF (1)</p>	<p>WEST SUBURBAN FIRE DISTRICT MEMBERSHIP</p>  <p>WSFD 3rd Quarter Report</p>	<p><u>Fire Board Members</u></p> <p>Jeff Leuer - President Open - VP Brian Kodet - VP Terry Ryan - Treasurer Jake Leuer - Trustee Bill Rosati - Trustee Cody Ellos - Secretary Rob Kalinsky - Trustee Dave Lapree - Trustee Parker Barry - Trustee</p>
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2



3



4

STAFFING

CURRENT STAFFING

51 MEMBERS

- HIRED 4 NEW MEMBERS THIS QUARTER
- 37 EMERGENCY MEDICAL RESPONDERS
- 9 EMERGENCY MEDICAL TECHNICIANS
 - 15 BLUE CARD CERTIFIED
 - 2 CERTIFIED FIRE INSPECTORS
- 1 STATE CERTIFIED FIRE INVESTIGATOR
- 8 CERTIFIED FIRE INSTRUCTORS
- 16 CERTIFIED FIRE APPARATUS OPERATORS
- 1 PART TIME TRAINING OFFICERS

WSFD 3rd Quarter Report


5

Statistics

WSFD 3rd Quarter Report

6

Calls for Service by City 2024



	# of Calls	% of All Calls
Loretto	55	13%
Medina	229	52%
Independence	66	15%
Corcoran	54	12%
Greenfield	25	6%
Mutual Aid Outside Above Cities	7	2%

Total Calls 436


WSFD 3rd Quarter Report

7

Incident Location Breakdown

Incidents

City	Percentage
Medina	52%
Independence	15%
Corcoran	12%
Loretto	13%
Greenfield	6%
Outside Cities	2%



WSFD 3rd Quarter Report

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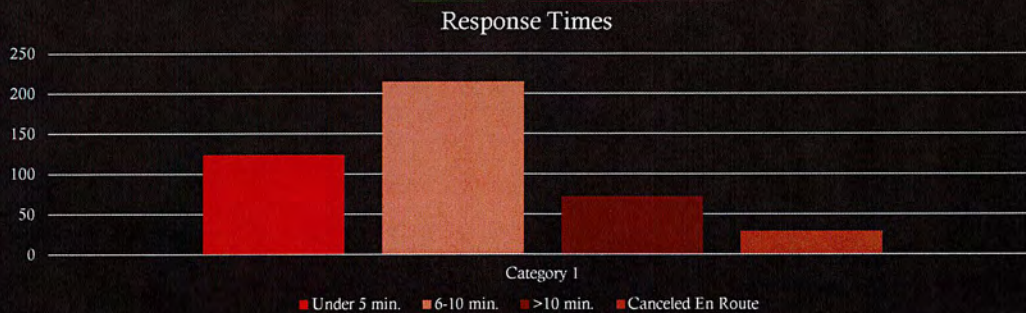
CALL TYPES PER CITY

	EMS	FIRE/ SMOKE	ALARM	PI/ RESCUE	GAS/ CO	GOOD INTENT /MISC	CANCELE D EN ROUTE
LORETTO	33	1	7	1	4	4	4
MEDINA	113	12	41	18	10	14	18
INDEPENDENCE	48	4	9		1	1	2
CORCORAN	19	9	9	6	2	8	1
GREENFIELD	14	4	1	1	1	3	1
OTHER	2	8					2

WSFD 3rd Quarter Report

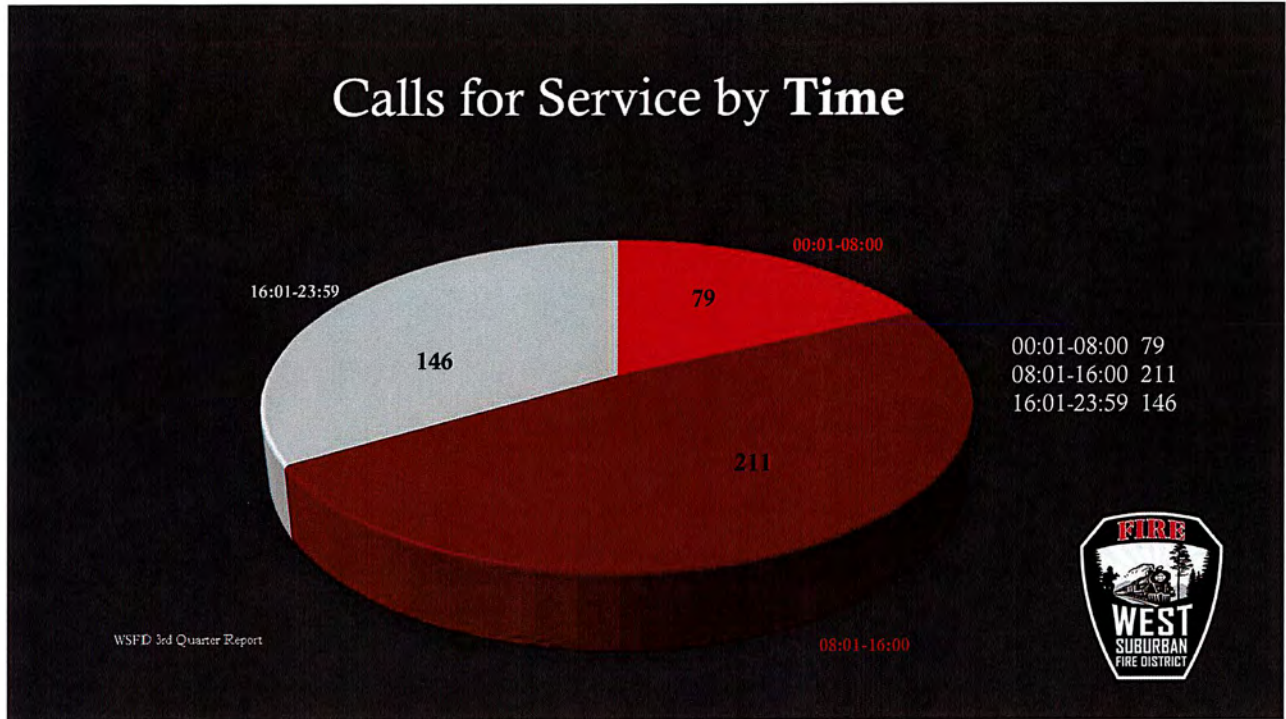
9

Calls for Service by Response Times

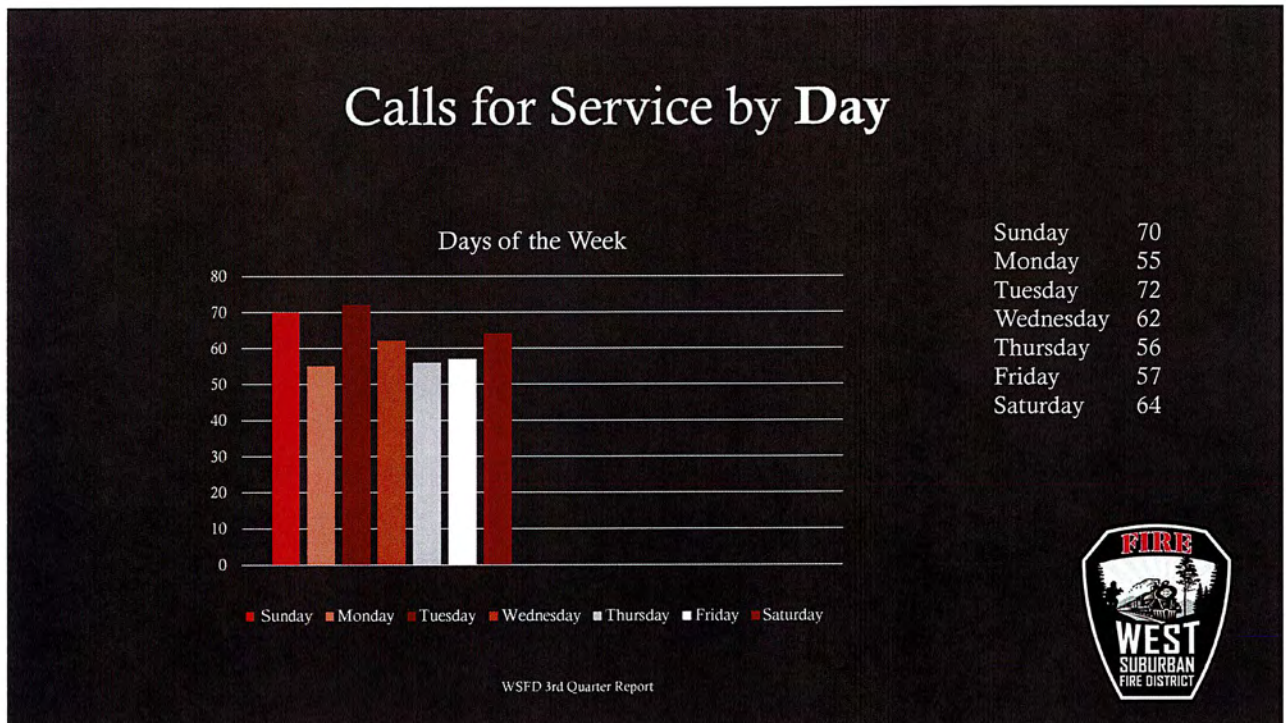


WSFD 3rd Quarter Report

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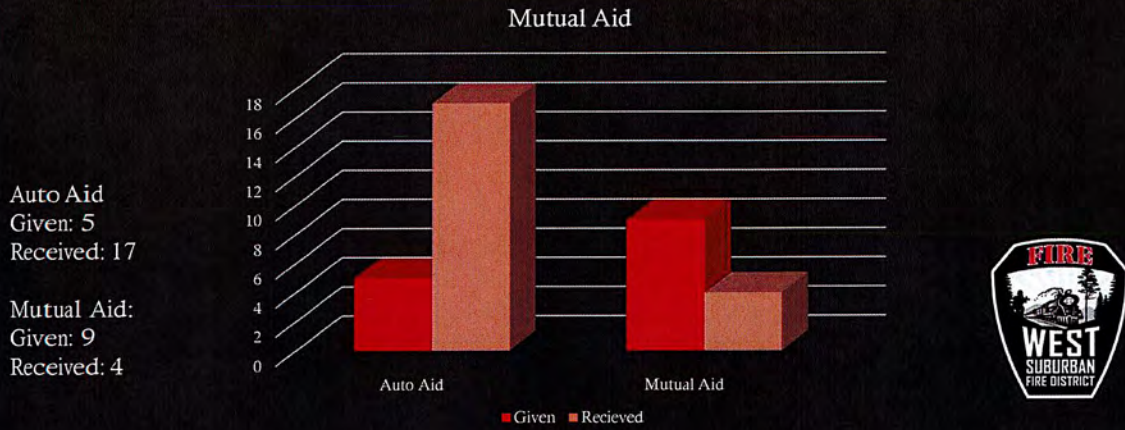


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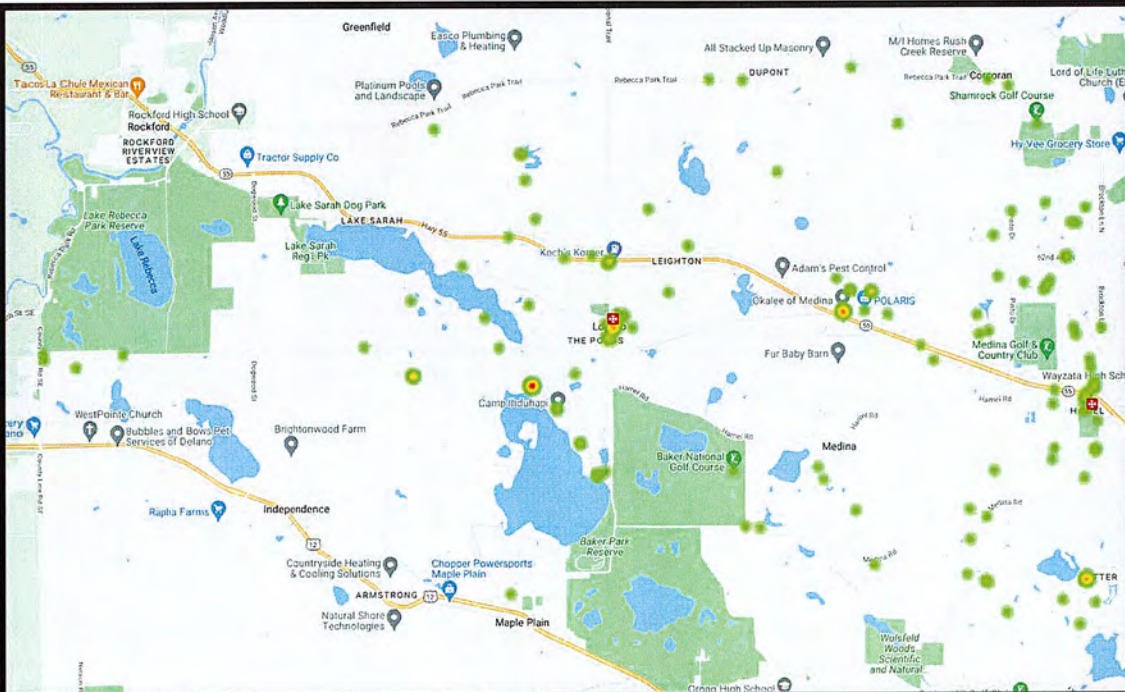
12

Mutual Aid – Given vs. Received



WSFD 3rd Quarter Report

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WSFD 3rd Quarter Report

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APPARATUS

- 3 - ENGINES
- 1 - PUMPER TANKER
- 1- HEAVY RESCUE
- 3 - TANKERS
- 2 - EMS/RESCUE
- 2 - GRASS RIGS
- 2 - PICKUPS
- 3 - DUTY OFFICER VEHICLES
- 1 - POLARIS RANGER

WSFD 3rd Quarter Report

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TRUCK REPLACEMENT

TRUCK COMMITTEE UPDATE

PURCHASE TRUCK IN 1ST QUARTER 2025



WSFD 3rd Quarter Report

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3RD QUARTER HIGHLIGHTS

**4 NEW HIRES IN FF1 & FF2
MEETING WITH MAPLE PLAIN FIRE
DEPARTMENT
FIRE INSPECTIONS CONTINUE IN CITY
OF MEDINA**

WSFD 3rd Quarter Report

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TODAY

DUTY CREWS

STAFFING ISSUES NIGHTS & WEEKENDS

RESPONSE CAPABILITIES

FRIDAYS & SATURDAY NIGHTS

6:00PM UNTIL 6:00AM

FIREFIGHTER FEEDBACK

WSFD 3rd Quarter Report



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BUDGET

3RD QUARTER HIGHLIGHTS

REVENUE

\$40,000 GAMBLING DONATION

\$62,537.29 GENERAL DONATIONS

\$29,988.60 GRANTS

WSPD 3rd Quarter Report

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BUDGET

2025 BUDGET NEEDS

DUTY CREWS

OSHA REQUIREMENTS

BLUE CARD REQUIREMENTS

FIREFIGHTER PAY INCREASE

WSPD 3rd Quarter Report

20

BUDGET

COST PER CALL – BASED ON OPERATING BUDGET

FIRE DEPARTMENT	POPULATION	2024 OPERATING BUDGET	CALLS 2023	COST PER CALL
WEST SUBURBAN	12,000	\$ 802,679	570	\$ 1,408
WAYZATA	5,000	\$ 411,171	285	\$ 1,443
EXCELSIOR	17,000	\$ 1,725,591	1160	\$1,488
MOUND	16,131	\$ 1,046,697	677	\$ 1,546
LONG LAKE	11,000	\$ 784,309	485	\$ 1,617
ROGERS	16,430	\$ 1,300,000	800	\$ 1,625
MAPLE PLAIN	5,000	\$ 575,726	347	\$ 1,659
ORONO	8,000	\$ 918,805	365	\$ 2,517

* BASED ON LONG LAKE FIRE MAY 29TH FORUM DATA*
WSFD 3rd Quarter Report

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3RD QUARTER

HOUSE BURN IN SEPTEMBER

7 MEMBERS COMPLETING BLUE CARD

FIRE INSPECTIONS IN CITY OF MEDINA

3 MEMBERS IN FIRE APPARATUS OPERATION

CONTINUE DUTY CREW PILOT PROGRAM

WSFD 3rd Quarter Report

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FIRE CHIEF

FAMILY
FAITH
FRIENDS
FINANCES
FIRE DEPARTMENT

WSFD 3rd Quarter Report

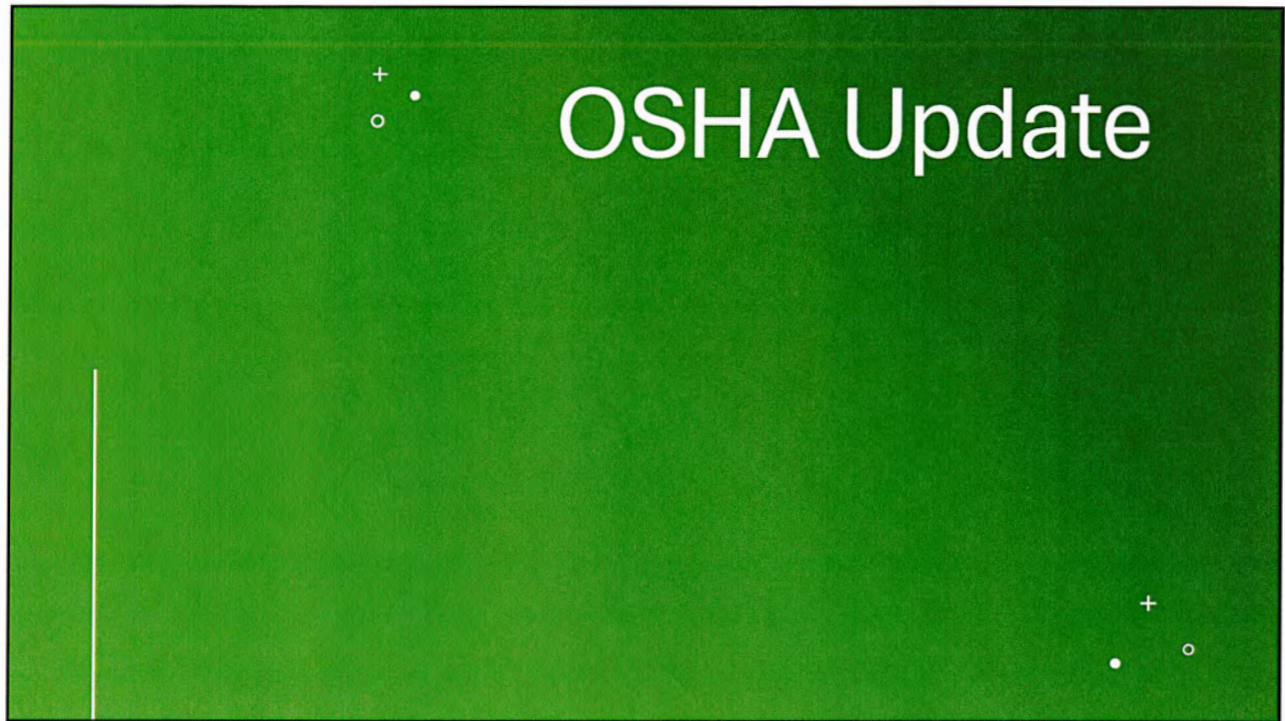
23

Thank You for Allowing West Suburban Fire District to Serve Your Community- **Questions?**





WSFD 3rd Quarter Report

24



1

Query



WHAT DO YOU KNOW ABOUT THE STANDARD

HOW MANY PEOPLE HAVE READ THE 250 PAGES

2

WHAT IS IT?

- 29 CFR 1910.156 is a proposed complete re-write of the current *Industrial Fire Brigade* Standard into a comprehensive *Emergency Response* Standard.
- Originally adopted in 1980.
- Represents the most comprehensive effort to improve worker safety in the emergency services delivery arena and reduce preventable injuries and death. (Fire, EMS, Technical Rescue, Search and Rescue).
- Considerable departure from the previous standard and does reflect major potential impacts to emergency service organizations IN SOME STATES!
- It is still in DRAFT FORM!

3

HISTORY OF DEVELOPMENT

- In the aftermath of 9/11, Federal agencies were charged with reviewing existing standards focused on emergency responders. 29 CFR 1910.156, created in 1980, was the only standard addressing the fire service directly, and its scope focused on Fire Brigades. A patchwork of other standards addressing specific components of emergency services delivery concurrently exist (e.g. 29 CFR 1910.134).
- OSHA published an RFI (Request for Information)
- NACOSH (National Advisory Committee on Occupational Safety and Health) was directed to form a *sub-committee* to develop new draft regulatory language to accomplish two main goals:
 - *Reduce fatalities in the emergency services cohort*
 - *Improve the health, safety, and wellness of emergency services personnel*
- The ERP sub-committee included representatives from all national stakeholders (IAFF, NVFC, IAFC, NFFF, NASEMSA, NFPA, NIOSH, OSHSPA, and others)

4

HISTORY OF DEVELOPMENT

- In late 2016, the ERP Sub-committee delivered its report to NACOSH. NACOSH unanimously referred the report for rule-making to the Secretary of Labor.
- 2017-2020 Small Business Administration SBAR Review for Fiscal Impact, specifically seeking feedback from Small Entity Representatives (SER's). Included OMB,
- In 2021, OSHA initiated the effort to produce draft rules and refer them for rule-making.
- In February 2024, OSHA published the proposed rules in the Federal Register including a request for all interested parties to provide comments and answers to numerous questions (~45) relating to the draft rules.

5

- REMEMBER – the goal of this proposed rule is to reduce preventable injuries and deaths.
- These regulations are in DRAFT FORM!
- The final product will likely look at least somewhat different than the present proposed regulations.

6

Market Failure and Need for Regulation

OSHA's proposed rule would reduce the number of fatalities from certain types of cancer, fatal injuries, and suicide by an estimated 61 deaths per year and would prevent approximately 11,015 nonfatal injuries per year

7

Eight Reasons Firefighters are Still Dying

- Three are LONG-TERM effects of the job
 - 1) Cardiac Disease
 - 2) Cancer
 - 3) Mental Health

8

The next five are SHORT-TERM mistakes


- 4) Improper Risk Assessment
- 5) Lack of Incident Command
- 6) Lack of Accountability
- 7) Inadequate Communications
- 8) Lack of, or failure to follow SOP's

9




Safe Harbor

OSHA's safe harbor provision states that if an employer responds in good faith to a violation identified in a voluntary self-audit report, OSHA will not consider that part of the report as evidence of willfulness during an enforcement inspection




10




Who does this apply to?

- All Firefighters (FT, PT, POC, Volunteer, DC)
- EMS
- Law Enforcement




11



* Broken down into 13 areas

* Assess your department.



12

1) Emergency Response Plan (ERP)

You need to develop a written emergency response plan (ERP) that includes:

- Community and facility vulnerability assessments
- Tiers of responder responsibilities
- Resource assessment
- Mutual aid agreements
- Reporting and addressing safety and health hazards

13

2) Department Participation

* You must involve team members in the development of the ERP (and updating it)

14

3) Risk Management Plan

- Minimum PPE hazard assessment
- Respiratory protection program
- Infection control program - BBP protection
- NFPA 1581
- Annual review

15

4) Medicals and Physicals

- NFPA 1582
- Initial fit for duty medical exam
- Cardiac examination
- Surveillance after 15 exposures
- Baseline medical evaluation every 2 years
- Documentation of exposure to combustion materials

16

4) Medicals and Physicals

- Mental health and wellness resources
- Annual evaluation of physical ability to perform job
- Periodic fitness assessments (at least every 3 years)
FOR ALL
- Fitness program
- Allow paid time for physical fitness

17

5) Training

- NFPA 600 & NFPA 1500
- Must provide initial, ongoing, and refresher trainings as well as professional development for each responder.
- "...required to ensure each responder maintains proficiency in skills commensurate with their respective emergency response activities".

18

6) Facilities

- "...provide facilities for the decontamination, disinfection, cleaning, and storage of PPE and equipment; and ensure that fire detection, suppression, and alarm systems, and occupant notification systems are installed, tested and maintained. Additional requirements are directed at ensuring the safety of the firehouse slide poles and sleeping and living areas, including requirements for smoke alarms, sprinkler systems, carbon monoxide detectors, vehicle exhaust emissions, and properly handling contaminated PPE".
- DO YOU HAVE SAFE FACILITIES?

19

7) Equipment and PPE

- "Provide access to equipment that is compliant with applicable existing standards as well as to inspect, maintain, and test equipment at prescribed intervals."
- Hazard Assessment to select appropriate PPE; provide compliant PPE and ensure SCBA meet applicable requirements and maintain PPE.
- Annual Gear Check and other equipment per manufactures recommendations

20

8) Vehicles

- “ESOs would be required to ensure that vehicles are prepared for safe use by inspecting, maintaining, and repairing their vehicles and associated parts (e.g., aerial devices, water pumps). ESOs would be required to develop written SOPs for operating their own and other vehicles as necessary.”
- **CDL's Required in Minnesota?**
- Truck Checks Required

21

9) Pre-Incident Planning

- ESOs would be required to develop pre incident plans (PIPs) for facilities where responders may be called to provide service, based on the community or facility vulnerability assessment and other factors. ESOs would need to review their PIPs annually and update them as needed

22

10) Incident Management System

- “ESOs would be required to develop and implement an Incident Management System (IMS) to manage all emergency incidents. OSHA expects that organization leaders would establish a procedural template for such activities”
- ESOs would be required to ensure that the IMS is employed at each emergency incident
- **Blue Card IMS**

23

11) Standard Operating Procedures

- “ESOs would be required to develop and implement SOPs for emergency events that they are likely to encounter, based on the community or facility vulnerability assessments they have developed as well as SOPs for unusual hazards, responder protection from contaminants and for decontamination, vehicle operations, radio communication, mayday situations, and others.”

24

12) Post Incident Analysis (PIA)

- “ESOs would be required to conduct a post incident analysis (PIA) to determine the effectiveness of the ESOs response to an incident after any significant event such as, for example, a large-scale incident, significant near miss incident, serious injury or responder fatality.”

25

13) Evaluation

- ESOs would be required to conduct annual evaluations of the adequacy and effectiveness of their Emergency Response Plan (ERP) they must also identify and implement changes to the ERP based on the review of the program.

26

OSHA Statement on Volunteers (September 17, 2024)

What are stakeholders' concerns regarding volunteer emergency responders?

OSHA has received comments in response to the NPRM from many stakeholders, including volunteer emergency responders, fire chiefs, trade organizations, and members of Congress, which raise serious concerns about the economic feasibility of the proposed standard for volunteer fire departments. OSHA takes these concerns seriously. The comments submitted to the rulemaking docket provide crucial information that the agency did not have earlier in the rulemaking process. This new information will help the agency make the necessary determinations about whether the proposed standard is feasible for volunteer organizations.

Moving forward

OSHA is committed to taking steps in any final standard, consistent with the rulemaking record, to assess and minimize detrimental effects on volunteer fire departments. If supported by the record, this may include excluding voluntary emergency response organizations entirely based on these feasibility concerns.

PROPOSED 2025 CIP

City Hall 1)

Department Description	year started	saved balance	estimate	2023	2024	2025	2026	2027	2028	2029	2030
Public Works Equipment (PWE)											
4 x 4 Pickup replace 2002 & 2015						\$5,000	\$5,000	\$5,000			
Salt and sand spreader					\$6,500						
Gater replacement					\$6,800	\$6,800	\$6,800				
Ford 550 with Snow Plow and Sander						\$10,000	\$10,000	\$10,000			
Lawn Mower					\$4,000	\$4,000	\$4,000				
Skidsteer				\$5,000	\$6,500	\$7,700	\$6,500	\$6,500			
Public Works Equipment sub-total*				\$5,000	\$23,800	\$33,500	\$32,300	\$21,500			
Administrative - 101-41570-500											
				Utility Clerk	Public Works	City Clerk	Utility Clerk	Public Works	City Clerk	Utility Clerk	
Computer (desktop) replacements	ongoing	see below	ongoing	\$2,000	\$2,000	\$2,500	\$2,500	\$2,500	\$3,500	\$3,000	
Laptop computer upgrades	ongoing	see below	ongoing	\$1,000	\$0	\$500	\$500	\$500	500	500	
Podium					\$500						
Adminstrative sub-total		4,813		\$3,000	\$2,500	\$3,000	\$3,000	\$3,000	\$4,000	\$3,500	
Attorney - 101-41610-500											
Code updates	2012	13,098	15,000	\$2,000	\$0	\$2,000					
Attorney sub-total				\$2,000	\$0	\$2,000	\$0	\$0	\$0	\$0	
Planning - 101-41910-500											
Grants to match for RAC											
Planning sub-total		16,887									
General Government Buildings - 101-41940-500											
Public Works Building						\$17,000					
Civil Defense sub-total						\$17,000					
Streets - 101-43100-500											
Finish Quiet Zone and Replace Pavers		just under 40,000 saved for street			\$5,000						removed \$5000 from 2025, 2026, 2027 completed with CR19 proj
Solar Speed Sign on CR19 heading south					\$2,000	\$2,000	\$2,000				
PWE portion for Streets				\$2,500	\$10,250	\$14,700	\$13,700	\$12,000			
Streets sub-total				\$2,500	\$17,250	\$16,700	\$15,700	\$12,000			

PROPOSED 2025 CIP

Department Description	year started	saved balance	estimate	2023	2024	2025	2026	2027	2028	2029	2030
Parks - 101-45200-500											
Walkway between Arnold Klaers/Bob Koch	2019	20,000	25,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Overlay around softball concession	2009	31,420	65,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Lions Park Building Revamp (2022-2025 repay Interfund Loan)		-		\$10,000	\$10,000	\$10,000					
Aluminum bleachers at softball fields (6)	2025		20,000			\$5,000	\$5,000	\$5,000	\$5,000		
Bathrooms at softball field (done 2024)	2017	17,197	25,000	\$0	\$10,000	use estimated \$16,500 ARPA funds					
Bathroom upgrades at Lions Park	2025		25,000			\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	
wall-mount drink fount/bottle filler softball	2025		2,000			\$1,000	\$1,000	\$1,000			
OTHER (unallocated)	2023	6,000									
Shade trees at softball and Lions parks	2025					\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	
Lions east parking lot blacktop			8,250			\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	
Baseball dugout plumbing rehab			need quote			\$1,000	\$1,000	\$1,000	\$1,000		
Basketball half court?											
Vortex Athletic Complex Improvements	2022	7,000	ongoing	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000			
Bandshell at Lions Park			need overall plan for Lions Park to determine feasibility								
PWE portion for Parks				\$1,000	\$5,350	\$6,800	\$6,700	\$3,000			
Parks sub-total				\$28,000	\$42,350	\$48,800	\$38,700	\$35,000			
Water - 601-49400-500											
Future Infrastructure Projects					\$11,000	\$10,000					
iPearl Meter Replacements						\$10,000	\$10,000	\$10,000	\$10,000		
Portable Colorimeter					\$2,500						
Meter reading pole					\$5,000						
Remote Meter Read Technology			to be purchased in 2023		\$0	split funding in 611/612					
Water Treatment Pilot Study							Estimate 40-50K Look into Federal technical grants				
Service Wells #2 & #3 (replace pumps & booster)		ongoing	ongoing	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000			
Valve replace Railway W/Lorenz St	2025		25,000			\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
PWE portion for Water				\$500	\$3,350	\$4,700	\$4,700	\$2,500			
Water sub-total				\$5,500	\$26,850	\$34,700	\$24,700	\$22,500			

PROPOSED 2025 CIP

Department Description	year started	saved balance	estimate	2023	2024	2025	2026	2027	2028	2029	2030
Wastewater 602-49450-500						increased \$5,300 from 9/10/24 council meeting					
Quad City Capacity Improvements				\$0	\$20,000	\$31,000	\$25,700	\$25,700	25700		
Meter reading pole					\$5,000						
Remote Meter Read Technology	to be purchased in 2023			\$12,500	split funding in 611/612						
Aerator	ngoing	ngoing	ngoing	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000			
I & I Issues (Two manholes per year)											
Replace sewer line south of RR tracks	2025	need engineering etc				\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
PWE portion for Wastewater				\$1,000	\$4,850	\$6,300	\$6,200	\$3,000			
Wastewater sub-total				\$18,500	\$34,850	\$52,300	\$46,900	\$43,700			
Stormwater - 604-49600-500											
LSWMP** (See Breakout sheet)				\$27,350	\$30,350	\$39,350	\$30,350	\$29,850			
PWE portion for Stormwater				\$0	\$0	\$1,000	\$1,000	\$1,000			
Stormwater sub-total				\$27,350	\$30,350	\$40,350	\$31,350	\$30,850			
PWE total (verify same amount above)				\$5,000	\$23,800	\$33,500	\$32,300	\$21,500			
TOTAL CIP FOR ALL FUNDS				\$86,850	\$154,150	\$214,850	\$160,350	\$147,050			

All sub-totals (except PWE) should equal the Capital Improvements (object code #500) in the budget.

** Local Surface Water Management Plan

SEWER BLOCKAGE EXPENDITURES
2022-2024

Wastewater 1)

MOST OF 2022-2023 EXPENDITURES ARE DUE TO THE HUGE SEWER BLOCKAGE THAT HAPPENED NOVEMBER 22nd, 2023
under the railroad tracks and south of the railroad tracks (between 164 Mallard's backyard and 50 Medina St S) due to grease, sand, and rocks.

VENDOR	PERIOD	AMOUNT	DESCRIPTION
LANO	2022-08	1,150.00	excavator rental
Quality Flow Systems	2022-09	492.50	service call to unplug pump at lift station
Nelson Electric Motor Repair	2022-10	450.00	Lift station pump install
ENDE SEPTIC SERVICE, LLC	2022-12	1,925.00	sewer blockage main line repairs
NORTHERN DEWATERING, INC	2022-12	2,575.00	sewer blockage pumping 11.22 to 11.28
VISA	2022-12	209.54	Detour19 lunch PW support sewer blockage
BURSCHVILLE CONSTRUCTION, INC	2022-12	26,200.00	Nov 22, 23 sewer backup repairs
	TOTAL	33,002.04	

VENDOR	PERIOD	AMOUNT	DESCRIPTION
FLEXIBLE PIPE TOOL COMPANY	2023-02	880.00	sewer hose, sewer block on main line 2022
LANO EQUIPMENT	2023-06	500.00	kubota excavator rental
ENDE SEPTIC SERVICE, LLC	2023-07	600.00	pump lift station, high pressure jetting
QUALITY FLOW SYSTEMS, INC	2023-07	665.00	Pump repair
DMJ Asphalt	2023-09	3,425.00	asphalt patching of Eagle Mouldings parking lot (due to 2022 blockage)
Empire Pipe Services	2023-09	6,637.20	additional jetting to prevent blockages
QUALITY FLOW SYSTEMS, INC	2023-11	639.00	service call to unplug pumps
	TOTAL	13,346.20	

VENDOR	PERIOD	AMOUNT	DESCRIPTION
QUALITY FLOW SYSTEMS, INC	2024-02	4,850.00	repairs to broken lift station pump, likely due to rags/wipes blockage
EMPIRE PIPE SERVICES	2024-05	8,249.20	spring sewer jetting per contract
EMPIRE PIPE SERVICES	2024-05	6,990.00	additional jetting on Railway Street due to grease, rocks, and sand
AMAZON	2024-10	76.63	jetting tool attachment for pressure washer
	total	20,165.83	

TOTAL 2022-2024 66,514.07