



**AGENDA
CITY COUNCIL - WORKSHOP
MAPLE PLAIN CITY HALL
May 12, 2025
5:30 PM**

- 1. CALL TO ORDER**
- 2. ADOPT AGENDA**
- 3. DISCUSSION**
 - A.** On Street Parking Regulations
 - B.** Fire Merger/District Update
- 4. COUNCIL REPORTS AND OTHER BUSINESS**
- 5. FUTURE WORKSHOP TOPICS**
 - A.** Code of Conduct
 - B.** Park Improvements & Maintenance
- 6. ADJOURNMENT**



Executive Summary
City Council Workshop

AGENDA ITEM: Parking Restriction Discussion
PREPARED BY: Connie Francis
RECOMMENDED ACTION: Discussion & Decision

Summary:

I would like Council to consider implementing one side parking on all city streets that are not wide enough for Fire vehicles to get through or two cars to pass at the same time. For example, Independence Street is too narrow when each shoulder has vehicles or construction equipment parked. We need to keep our streets clear enough to allow for emergency vehicles access when responding to calls. This would also help facilitate the safe passage for school buses.

ARTICLE 3. PARKING

Sec. 8-58. Purpose and scope.

The City Council is authorized to regulate the parking or stopping of vehicles within the City including establishment of no parking zones and regulating the length of time parking may be permitted. In establishing or changing parking zones or restrictions, the Council shall pass a resolution adequately describing and defining the parking zone or restrictions. The resolution shall be published once in the official City paper and sign giving notice of the regulations shall be posted upon or at the entrance of the parking zone, after which time it shall be in force and effect.

(Code 1980, § 30.01; Code 2015, § 71.01)

Sec. 8-59. Emergency parking regulations.

The Director of West Hennepin Public Safety, the City Administrator, or the Public Works Director is hereby authorized to forbid the parking of vehicles for temporary periods in case of emergency at any place within the City.

(Code 1980, § 30.02; Code 2015, § 71.02)

Sec. 8-60. Violation.

It shall be unlawful and a violation of this section for any person or corporation to cause, allow, permit, or suffer any vehicle registered in the name of, or operated by the person, to be parked or stopped in violation of the provisions of any resolution regulating parking of vehicles.

(Code 1980, § 30.03; Code 2015, § 71.03)

Sec. 8-61. Removal of vehicle.

The Director of West Hennepin Public Safety or the City Administrator is hereby authorized and empowered to have removed any vehicle parked or stopped in violation of any resolution or code section regulating parking in the City. The removal shall be performed by a firm ordinarily engaged in the towing of vehicles. Upon removal, the vehicle shall be retained by the towing firm until reasonable costs of towing and storage shall have been paid.

(Code 1980, § 30.04; Code 2015, § 71.04)

Sec. 8-62. Leaving, parking or standing vehicle upon City streets or rights-of-way unlawful.

It shall be unlawful for any person to leave, park, permit, or allow any motor vehicle to stand or remain upon any City street or right-of-way for more than 24 hours at any time.

(Code 1980, § 30.05; Code 2015, § 71.05)

Sec. 8-63. Interference with access.

It shall be unlawful for any person to leave, park, or permit any motor vehicle to be parked in front of or in the manner or place as to interfere with or hinder access by persons or vehicles to mail boxes or receptacles therefor or to park or permit to be parked any vehicle in the place or manner as to obstruct or hinder access to any driveway, whether the same are public or private.

(Code 1980, § 30.06; Code 2015, § 71.06)

Sec. 8-64. Parking restrictions.

- (a) *Permanent restrictions.* The City Council designates the following areas within the City limits as permanent no parking areas:
- (1) Boundary Avenue: No parking on either side of the road.
 - (2) Main Street West: West side (side with mailboxes) no parking.
 - (3) Industrial Street: No parking on either side of the street.
 - (4) Baker Park Road (CSAH 29): No parking from Main Street to TH Highway 12 on both sides of the road.
 - (5) Budd Avenue: No parking on either side of the road north of TH Highway 12, except in designated and marked parking spaces at 1815 Budd Avenue.
- (b) *Seasonal restrictions.* From November 1 through April 15 of each year, it shall be unlawful for any person to park or permit to be parked any vehicle upon any City street between the hours of 1:00 a.m. and 7:00 a.m. Following a snow fall of three inches or more in depth, it shall be unlawful to park or permit to be parked, or to continue to park or permit to stand, any vehicle upon any street until the snow has been plowed from curb to curb or the same has been otherwise disposed of.

(Code 1980, § 30.07; Code 2015, § 71.07; Ord. No. 282, 1-12-2015; Ord. No. 306, § 1, 1-27-2020; Ord. No. 315, § 1, 5-23-2022; Ord. No. 325, § 3, 12-27-2023)

Sec. 8-65. Storage lien.

In the event that any vehicle held or stored is not claimed or recovered by the owner thereof, there is deemed to be imposed upon the vehicle a possessory lien for the amount of the costs incurred for towing and storage. The lien shall be foreclosed in the manner provided by law for the foreclosure of possessory liens.

(Code 1980, § 30.08; Code 2015, § 71.08)

Sec. 8-66. Presumption as to ownership.

The registered owner of any vehicle parked or stored in violation of any of the provisions of this article shall be presumed to have parked or permitted the same to have been parked, stored, or allowed to stand.

(Code 1980, § 30.09; Code 2015, § 71.09)

Secs. 8-67—8-90. Reserved.



Executive Summary
City Council Workshop

AGENDA ITEM: Fire Merger/District Updates
PREPARED BY: Jacob Kolander, City Administrator
RECOMMENDED ACTION: Discussion

Summary:

The Fire Commissioners from Maple Plain along with myself and the Fire Chief would like to take this opportunity to update the Council on where things are currently at with the Fire Merger and Fire District discussions and planning.

DRAFT

BYLAWS OF THE WEST HENNEPIN FIRE DISTRICT

ARTICLE I. NAME AND LOCATION

Section I. The name shall be the West Hennepin Fire District (WHFD).

Section 2. The Headquarters for the WHFD shall be within the District boundaries. The organization may have other offices within the District.

ARTICLE 2. LEGAL AUTHORITY

Section I. Minnesota Statute, 144F.01, authorizes governmental units to establish a special taxing district to provide fire protection services in the area of the fire district, comprising the jurisdiction of each of the political subdivisions forming the district.

ARTICLE 3. DEFINITIONS

Section I. Definitions.

- A. Alternate Board Members. "Alternate Board Members" shall mean the elected official of each City Council, Town Board, or other governing bodies, or a person appointed by the governing body of each Member Community appointed to serve as an Alternate Board Member in case of the absence of the Voting Board Member. The number of Alternate Board Members may not exceed the number of regular Voting Board Members.
- B. Ambulance Service. "Ambulance Service" means the transportation and treatment which is rendered or offered to be rendered preliminary to or during transportation to, from, or between health care facilities for ill or injured persons and all other emergency medical services.
- C. West Hennepin Area Fire District. "West Hennepin Area Fire District" or "District" means the area over which the District board has jurisdiction which shall include the area comprised of any municipality which is a Member Community of the District and Primary Service Area municipalities.
- D. Contract Member. "Contract Member" means a town, city or governmental agency which receives fire and/or emergency medical services for which the District does not levy but, rather, has a contract to supply the services.
- E. Default. "Default" shall mean any breach of the terms of these bylaws or

failure to comply with any of the provisions herein.

- F. Fire Board. "Fire Board" or "Board" means the WHFD Board established in Articles 5, 6, and 7 of these bylaws.
- G. Fire Service. "Fire Service" means the organized system of apparatus, appliances, and employees including fire suppression, rescue, public education, and prevention.
- H. Full Member. "Full Member" means a town, city, or governmental agency which receives both fire and emergency medical services for which the District levies or is a Contract Member at the level which Full Member and/or Partial Member Communities are levied, as is applicable.
- I. Lease Agreement. "Lease Agreement" means the legal and binding agreement executed by each Member Community with the District which details the equipment and/or buildings being leased to the District by the Member Community.
- J. Member Community. "Member Community" means a town, city or governmental agency which joins the District as a full member, partial member or contract member.
- K. Municipality. "Municipality" means home rule charter and statutory cities and townships.
- L. Partial Member. "Partial Member" means a town, city or governmental agency which receives either fire or emergency medical services for which the District levies.
- M. Primary Service Area (PSA). The PSA means the legal primary service area designated by The Minnesota Emergency Medical Services Regulatory Board.
- O. State. "State" means the State of Minnesota.
- P. Voting Board Member. "Voting Board Member" means Board Member(s) designated by Member Communities to be their Voting Representative on the WHFD Board as described in Article 5, Section 2.

ARTICLE 4. MEMBERSHIP

Section I. Regular Membership. The City of Independence and Maple Plain (Member Communities), originally set up the Maple Plain Fire Commission as a joint powers' entity by resolution of each of their governing bodies. The WHFD was formally established as a taxing district based upon the legislation passed in 2023. Consistent with the enabling legislation, any municipality may join the District with the agreement of the

Board at the time of its application to join. Those municipalities contained within the PSA reside within the District and are considered members.

ARTICLE 5. BOARD OF DIRECTORS

Section I. General Powers. The management and control of the business of the WHFD is vested in its Board, except when otherwise limited by these bylaws.

Section 2. Number and Qualifications.

Each Full Member Community shall have at least one seat on the Board as appointed by its governing body. There shall be an additional seat for each 2,000 in population (rounded down to maintain an odd number of members) living within a Full Member Community's corporate boundary. As other Member Communities join the District, the Board shall be adjusted to include a maximum of eleven (11) members.

No Voting Board Member may be an employee of either the District or a Member Community. A current employee is defined as a full-time, part-time, paid-on-call or volunteer employee of the District or a Member Community. The exception to this is those who serve on Member Community governing bodies.

- A. Alternate Board Members: The City Council, Town Board, or other governing body of each Member Community shall select a person to serve as an Alternate Board Member in case of the absence of the Voting Board Member. The Alternate Board Member shall have the authority to vote in place (but not in addition to) the Voting Board Member. The Alternate Board Member shall not participate as a Board Member except in the absence of a representative of a Member Community.

Alternate Board Members, at their own discretion, may attend board meetings whether or not the Voting Board Members are in attendance.

- B. Voting Board Member: Voting Board Member means Board Member(s) designated by Member Communities to be their Voting Representative on the WHFD Board.

Section 3. Terms of Office. Upon their first appointment, all Board Members shall initially be appointed by each Member Community City Council in accordance with the numbers prescribed in Section 2. Terms of the appointed members shall be four (4) years. The initial appointments shall be staggered so that two members serve partial terms (to the next even year election) and three members serve full terms. This is done in order to equalize the number of Voting Board Member terms expiring in any given year. Thereafter, all Board Members shall be appointed or reappointed to staggered four-year terms.

The terms of the Board Members shall expire on December 31 of the year their term expires,

or until a successor has been duly selected and qualified. Board Members may serve more than one (1) term.

Section 4. Removal. If a Board member or alternate has three consecutive unexcused absences from Board meetings the Board may recommend removal to the appointing authority by a 2/3 majority vote of the Board.

Section 5. Qualifications. Each board member shall be a resident of the appointing jurisdiction and does not need to be an elected official. Each board member is encouraged to be a member of a minimum of one subcommittee of the Board per calendar year.

Section 6. Compensation. Board member s shall serve without compensation from the District but may be compensated by the Member Community each represents.

ARTICLE 6. ORGANIZATION AND OPERATION OF BOARD

Section 1. Board Officers. The Board shall annually elect, from among its Voting Board Members, a Chair, Vice-Chair, and a Treasurer. The Chair shall act as the presiding officer at Board meetings and the Vice-Chair shall act as the presiding officer at any meetings not attended by the Chair or at such times as the Chair defers this responsibility to the Vice-Chair. The Treasurer shall have responsibility y for the funds of the District and shall confirm a full and accurate record of accounts, receipts, and disbursements in books belonging to the District and that all funds in the name of the District are deposited in accounts as may be designated by the Board. The Treasurer shall disburse funds of the District as ordered by the Board and shall provide the Board an account of transactions and of the financial condition of the District as required from time to time by the Board. The Treasurer shall preside at any meetings in the absence of the Chair and Vice-Chair.

Section 2. Advisory Committee. The Board, at its discretion, may appoint an Advisory Committee or task force for a specified purpose to assist the Board.

Section 3. Board Quorum. When a simple majority of the Voting Board Members is present at a meeting, this s hall constitutes a quorum for the transaction of business. If a quorum is not present, those present shall have the power to adjourn the meeting without giving further notice of the adjourned mee ting.

Section 4. Meetings. The Board shall hold regular meetings at least once each month. The Board may also, from time to time, hold special mee tings and emergency meetings.

- A. All meetings of the Board shall be governed by the Minnesota Open Meeting Law, Minnesota Statutes 513D.04. No notice of meeting shall be required for any meeting whose time and place has been previously fixed

by Board action as a recurring meeting.

- B. Closed board meetings are authorized to discuss and address issues of disciplinary and personnel questions, litigations (pending or threatened), labor contract negotiations or any other matter allowed under Minnesota Statutes. Only Voting Board Members, Alternate Board Members and others requested by the Board shall be present during closed Board meetings.
- C. Each Voting Board Member shall have an equal vote. Unless otherwise specified herein, the Board may take action on any issue by majority vote of Voting Board Members present provided a quorum exists. Voting by proxy is not allowed.
- D. The minutes of each meeting shall be prepared and distributed to the Board. The minutes of the meeting shall be deemed to be correct once approved at a regular or special meeting of the Board.
- E. Public notice of any non-recurring meeting of the Board shall be given by the District Fire Chief in accordance with Minnesota Statutes, but at a minimum will include the posting of the meeting purpose in a place accessible to the public at least three days in advance of the meeting.

Section 5. Fiscal Agent. The fiscal agent shall be compensated by the District at a rate mutually agreed upon by the fiscal agent and the Board. The Board may change the fiscal agent as it deems necessary from time to time. The District shall indemnify and hold the fiscal agent harmless from any claims, causes of action, or liability arising out of actions it takes in performing duties under this section except for claims, causes of action or liability arising out of the negligent or intentional acts of the fiscal agent in performing its duties on behalf of the District.

Section 6. Default. No Board member shall be eligible to vote on behalf of the Member Community he or she represents during such time as that Member Community is in Default of the terms or provisions of these Bylaws. During the time that a Member Community is in Default, that Member Community's seat on the Board shall not be counted for purposes of calculating a quorum or for voting. A Member Community shall not be considered in Default until it has been notified in writing by the District identifying the reason for such Default and has had thirty (30) business days from the date it received the notice to correct its Default. A Member Community shall thereafter remain in Default until it has corrected the Default and such remedy has been documented.

ARTICLE 7. GENERAL POWERS OF THE BOARD

Section I. Powers. The Board shall have and is hereby given all powers, duties and functions enumerated in these bylaws and provided by law, and all such further powers necessary to

carry out the intent and purpose of the District with respect to acquisition of property and operation of the District heretofore set forth, including, but not limited to, the following:

- A. To employ and determine the terms of employment of fire protection, ambulance, administrative and other personnel.
- B. To contract with accountants, consultants, engineers, legal counsel, newspapers and other professional services;
- C. To direct reports, plans, studies, and recommendations to be prepared;
- D. To purchase capital equipment, land, and buildings; and to direct the construction of buildings to implement the purposes of the District;
- E. To lease or purchase equipment, buildings, land and supplies necessary for proper operation and maintenance of District facilities and equipment;
- F. To adopt and modify District Bylaws, rules and regulations for the operation and maintenance of District fire protection and emergency medical services, equipment, and facilities;
- G. To enter into new mutual aid agreements with other organizations such as the Federal Government, State of Minnesota, Indian tribes, or other Municipalities;
- H. To dispose of capital equipment, land and buildings; consistent with the terms of these Bylaws;
- I. To sell or lease any of its equipment (including capital equipment) as may be deemed expedient;
- J. To establish a yearly operating budget for District services, a capital improvement program and finance plan of not less than ten years' duration, which shall require approval consistent with the terms of these Bylaws;
- K. To act as agent for receipt, custody, and disbursement of funds, gifts, or other proceeds paid or given for the use of the District;
- L. As may be authorized by State laws, to act as paying agent for any bonds, contract of indebtedness and loans made in the names of the Member Communities for the benefit of the District and act as a custodian of reserve funds created for or required by such indebtedness;
- M. To cause an annual independent audit to be made of all its accounts, books, vouchers, and funds;
- N. To continue a Firefighters' Relief Association for the benefit of members of the District and to make such contribution to the fund of the Firefighters' Relief Association as the Board deems appropriate and as required by law;

- O. To contract to provide fire protection and emergency medical response services; and,
- P. To purchase insurance to cover liability, worker's compensation, or other needs of the District.
- Q. To recommend the amount of funds to be assessed in taxes by the Member Communities to be used for the operation of the District.

Section 2. Disbursements. Except as otherwise provided disbursements of the District shall be approved by the Board and co-signed by two officials of the District or Fiscal Agent as designated by the Board.

ARTICLE 8. FISCAL YEAR

The fiscal year of the District shall be from January 1st through December 31st.

ARTICLE 9. BOOKS AND RECORDS

The District shall keep correct and complete books, records and minutes of Board meetings. These may be inspected by the public for any purpose at any reasonable time.

ARTICLE 10. RULES OF ORDER

The rules of Parliamentary Procedure as established in Robert's Rules of Order shall govern all Board meetings of the District when not in conflict with the Bylaws.

ARTICLE 11. AMENDMENT OF BYLAWS

The Bylaws of the District were adopted by the Board. The Bylaws may be amended by a 2/3 majority Board vote provided that at least thirty (30) days written notice to Member Communities is given of the intention to amend the Bylaws at the announced meeting. Notice shall be posted in a place accessible to the public. Any such notice shall also state the proposed amendments and the fact that it is to be voted upon at the meeting.

ARTICLE 12. EQUIPMENT, LAND AND BUILDINGS

Section I. Equipment. Upon becoming a Full Member Community, all equipment and personal property of the Member Community used to provide fire protection or emergency medical services shall become the property of the District. The Member Community shall provide the District with clean title to such equipment. The District

shall maintain on file a list of all capital equipment.

Equipment, which is subject to existing loans or bonding, by the Member Community, shall be leased to the District for a term corresponding to the length of the obligations outstanding on that equipment. Title on such equipment shall not be transferred until all Obligations are satisfied by the Member Community.

- A. Sale of Equipment. The District shall have the right to sell any equipment that is transferred to the District. The District shall fully document each such sale and retain all records relating to such sale.
- B. Use or Sale of Leased Equipment subject to loans or bonding. Any equipment which is leased to the District which is subject to existing loans or bonding, will not be sold or title transferred by the District until those obligations have been fully satisfied by the Member Community responsible for such leases or bonding. Nothing in this Agreement will relieve the Member Community from any financial obligations undertaken with regard to any existing loan or bond issued with regard to any equipment or personal property leased to the District.
- C. Purchase of Equipment. The purchase of equipment by the District must be done in accordance with State statutes and applicable District policies. The purchase of all items whose costs exceed \$25,000 must be approved by the Board irrespective of the fact that they may have been budgeted. To the extent allowed by law, the District may use debt instruments to make such purchases.
- D. Use of Equipment Outside District Boundaries. All equipment controlled by the District shall be used when needed within the boundaries of the District for the benefit of Member Communities. It should not be used outside the District unless specifically authorized as follows:
 - 1. In areas outside the District, where fire emergencies may endanger life or property within the District.
 - 2. When use is covered by contracts duly entered into by the District for fire protection, emergency medical services or other services authorized outside the District.
 - 3. When necessary to fulfill mutual aid agreements or contracts duly entered into by the Board.
 - 4. When authorized by the District Fire Chief, or in their absence, the Battalion Chief. Such use shall be reported as soon as possible to the District Fire Chief.

5. As part of agreements, contracts or both with the Department of Natural Resources or other governmental agencies or with other entities.
6. District training equipment shall be exempt from the provisions of Article 12. 1.0.

Section 2. Land and Building(s). Ownership of the existing buildings and land for the fire stations and other District facilities will remain with the Member Community in which they are located. The District shall lease the space used for the fire station and other District facilities pursuant to an agreement entered at the time of membership. Leasehold improvements to existing buildings and land shall be through the consensus of the District and Member Community. The final financial obligation for the improvement shall be the obligation of the District, unless otherwise agreed upon based upon the allocation of leased space detailed as follows:

- A. Allocation of rental space. For fire stations and other District facilities utilized by the District which also house offices for other governing uses, the District will only be liable for that space specifically allocated for use by the District, its personnel, and its equipment.
- B. Process for Determination of Lease if Disputed. In the event that the District and a Member Community cannot agree on the lease for the space used for any of the fire stations and other District facilities, either the Member Community or the District may initiate an appraisal process by submitting written notice to the other party. Within thirty (30) days after the notice of the appraisal process has been issued, the Member Community and the District shall appoint appraisers who shall, in turn, select a third appraiser to determine the lease for the space used for the fire station or other District facilities. The appraisers selected by the Member Community and the District shall produce reports with whatever supporting documentation they each see fit to provide and submit the appraisal reports to the third appraiser within sixty (60) days after the notice of the appraisal process has been issued. The third appraiser shall review the reports provided by the appraisers for the Member Community

and the District and, if determined to be necessary, additional information relevant to determining the fair market rent for the space to be used for the fire station or other District facilities. The third appraiser shall issue their decision within thirty (30) days after receiving the reports of the Member Community's and the District's appraisers. The third appraiser's decision shall be final and binding for both the District and the Member Community. The District and the Member Community shall be responsible for the cost of the appraisers they appoint and shall equally divide the cost of the third appraiser.

- c. Existing Building Expansions. For any expansions that may occur at any of the existing fire stations or other District facilities, the land shall remain under the ownership of the Member Community in which it is located unless an alternate agreement is reached between the member community and the District. All new buildings and lands may be owned and, to the extent permitted by law, financed by the District.

- D. Land and Building Debt. Any land or buildings which are leased to the District and which are subject to loans or bonding will not be sold or title transferred to the District until those obligations have been fully satisfied

by the Member Community responsible for such leasing or bonding. In the event any liens, loans or bonds are not fully satisfied prior to the title transfer, the transferring Member Community agrees to hold the District harmless from any and all financial obligations and costs incurred by the District, including attorney's fees, that are incurred by the District in addressing or satisfying such obligations.

Section 3. Maintenance of Buildings & Equipment. All costs, expenses, and maintenance required on any buildings or equipment leased to the District by the Member Communities will remain the sole obligation of the District for the duration of the time the lease is enforced.

ARTICLE 13. PERSONNEL AND ADMINISTRATION

Section 1. District Fire Chief. The District Fire Chief shall be responsible to the Board for the efficient, professional and economical operation of the District. The District Fire Chiefs duties will include the following:

- A. Making recommendations to the Board with regard to the hiring, termination, supervision, discipline and the direction of District personnel;
- B. Creating and recommending the establishment of rules of conduct, policies and procedures for personnel for consideration and adoption by the Board;

- C. The carrying out the policies and procedures adopted by the Board.
- D. In the event the District Fire Chief is temporarily unable to perform their duties, the Board shall appoint an acting District Fire Chief.

Section 2. Selection of District Fire Chief. The District Fire Chief is appointed by the Board with a 2/3 majority vote and serves at the pleasure of the Board.

- A. Criteria for selection. The District Fire Chief shall be chosen by the Board solely on the basis of training, experience, administrative skills, and other qualifications.
- B. Indefinite term and discretion of Board. The District Fire Chief shall be appointed for an indefinite period of time and may be removed by the Board for just cause with a 2/3 majority vote. The District Fire Chief shall meet all residency or response time requirements as otherwise adopted in District policies.

Section 3. District Positions. The Board may establish, eliminate or revise other employee positions as it deems to be appropriate for the proper operation of the District.

Section 4. Training. The District shall at all times be in compliance with such equipment, personnel and training standards as may be required by the laws of the State of Minnesota and the Federal Government.

Section 5. Compensation of Employees. The compensation of the employees of the District shall be set by the Board and paid by the District.

Section 6. Membership in Firefighters' Relief Association. Volunteer and paid on call employees of the District shall be eligible for membership in the Firefighters' Relief Association. Other employees are members of the appropriate public employees' retirement fund, if eligible.

ARTICLE 14. FUNDING OF DISTRICT

Section I. Tax Levies. The Board may impose a property tax on taxable property in the District and PSA. This tax shall be imposed at a rate that is in compliance with Minnesota State statutes. The Board will initially utilize the following formula for determining each Member Communities contribution:

$$City\ Contribution = ([50\% \times General\ Fund\ Budget] \times Market\ Value) + ([50\% \times General\ Fund\ Budget] \times Call\ Hours)$$

Section 2. Payments from other participating organizations. The District shall bill other participating contractual participants from time to time as provided by agreement and Bylaws of the West Hennepin Fire District

contract.

ARTICLE 15. BUDGET

Section 1. Capital Improvement Plan. The District Board shall annually prepare and adopt a Capital Improvement Plan. The District Board shall, no later than August 1 of each year, submit this Plan to each Member Community for its review and information. Implementation of the Plan shall be consistent with Article 12, Section 1.c. of these Bylaws. The District Board shall annually adopt this Plan no later than its first meeting in December.

Section 2. Approval of District Operating Budget and Property Tax Levy. The annual District Operating Budget and Property Tax Levy shall include any outlay necessitated by the Capital Improvement Plan as set by the Board. The annual District Operating Budget and Levy shall be adopted by the District Board at the conclusion of the process detailed in Article 15, Section 3. Member Communities shall not have independent approval authority of the adopted budget. Sole approval of the budget rests with the District Board.

Section 3. Budget Process and Schedule. The annual District Operating Budget shall consist of the entire cost of operation of the District including the costs incurred by the District in financing the special fund of the Firefighters' Relief Association, which shall be determined pursuant to the provisions of Minnesota Statute 569.774. The District shall submit a proposed budget to the Member Communities by August 1 of each year for review and comment. The District Board shall approve and certify its preliminary Operating Budget and proposed ad valorem tax levy to the appropriate County Auditors by September 30th of each year or as otherwise required under Minnesota Statutes Chapter 275. The Board shall hold a public hearing prior to adoption of the final budget and levy. The final Operating Budget shall be adopted and certified to the appropriate County Auditors as required under Minnesota Statutes Chapter 275.

Section 4. Budget Reports. Beginning April 1, 2026, the District agrees to submit to each of the Member Communities, at the request of the Member Community, a quarterly or monthly financial report.

Section 5. Annual Audit of Financial Results. At the conclusion of each calendar year, the District shall conduct an audit of its financial affairs to ensure that District accounts are being properly kept and that all financial transactions have occurred according to law. The District agrees to submit to each of the Member Communities a copy of the District's annual financial audit report within 30 days of the Board's acceptance of the audit report.

ARTICLE 16. DISPUTE RESOLUTION

Section 1. Dispute Resolution Process. Except as provided in Article 12, Section 2, B, when any Member Community believes that there is a misrepresentation or a violation of the

specific terms and conditions of these Bylaws, that Member Community may initiate

the dispute resolution process by submitting to the District Board and each Member Community a Written statement outlining the dispute or disagreement at issue.

Upon receipt of the written statement, the Board will have a three (3) month period to resolve the dispute as to interpretation or application of the terms of these bylaws or other policies. If the dispute is not resolved within the three (3) month period, the dispute shall be forwarded by the Board to binding arbitration pursuant to the Uniform Arbitration Act.

The Board may call for dispute resolution of any issue, by majority vote of its Voting Board Members.

Section 2. Cost Share. Any costs associated with the mediation and arbitration process shall initially be shared equally between the District and aggrieved Member Community. However, upon determination of the dispute the arbitrator will have the jurisdiction and authority to award costs and attorney fees to the prevailing party in the arbitrator's discretion based upon the relative merits of the respective parties.

ARTICLE 17. MEMBER COMMUNITY WITHDRAWAL-FIRE SERVICE

Section I. Notice - Member Communities. Notice of intent to withdraw from participation in the District may be given only in the month of January, with a minimum of twelve (12) months' notice of intent to withdraw.

Section 2. Continuing Obligations After Withdrawal. The withdrawing Member Community shall pay an amount equal to 200% of the levied amount during the year of its notice of intent to withdraw. The withdrawing Member Community must make this payment during the two years following it leaving the District, but in no year shall the amount paid be less than 50% of the amount due.

Section 3. Asset Rights. Any Member Community withdrawing from the Agreement shall have no rights or ownership in any of the property or assets of the District.

Section 4. Not Applicable if Dissolved. This Section shall not apply if the District has been dissolved pursuant to Article 18 of the bylaws.

Section 5. Member Communities Requesting Reinstatement. A Member Community of the District which has withdrawn and wishes to rejoin the District must apply and be approved by the Board. If approved, that Member Community will be required to make a payment of an amount as determined by the Board to cover all administrative and integration costs assumed by the District and, at the option of the Board, may be subjected to a waiting period prior to being accepted back into the District.

ARTICLE 18. DURATION AND DISSOLUTION OF DISTICT

Section 1. Duration. Unless dissolved pursuant to the terms of these bylaws, the duration of the District shall be perpetual.

Section 2. Dissolution. The District shall be dissolved upon the affirmative vote of a two-thirds majority of the Voting Board Members of the Board. Dissolution shall occur at the end of the third full calendar year after the date of resolution to dissolve is approved.

Section 3. Distribution of Assets. Upon dissolution the assets of the District shall be liquidated according to State law. All cash from the liquidation of assets shall be distributed to the Member Communities based upon their share of the levy in effect on the date of the agreement to dissolve.

ARTICLE 19. INDEMNIFICATION

The District shall hold the Member Communities harmless and shall defend and indemnify the Member Communities from any claims, suits, demands or causes of action for any damages or injuries asserted against the Member Communities based on allegations of wrongful, tortious or illegal conduct on the part of any personnel of the District which occurs after the adoption of these bylaws.

ARTICLE 20. ADDITIONAL MEMBER COMMUNITIES

Section I. Process. A municipality township or county shall be added to the District only upon receiving the approval of a 2/3 majority vote of the District Board.

Section 2. Equipment. Municipalities, townships, counties or other contract entities added to this agreement shall not be compensated for equipment donated to the District unless a specific contract so providing is executed and agreed to by the Board.

Section 3. Budget. The budget as established in Article 15 of the bylaws may be adjusted to reflect the addition of member(s) to the District should such member(s) be added.

Section 4. Adjustment of Membership. If any Member Community consolidates with another Member Community (i.e., merge to form a single new municipal, township or county corporation) the consolidated corporation shall automatically become a single Member Community party to this Agreement.

Section 5. Agreement to Be Bound by Existing Provisions and District Policies. Any new participating Member Community that joins the District agrees to be bound by the adopted provisions here in and by any operating policies previously adopted by the District as a condition of participation.

IN WITNESS WHEREOF, the undersigned authorized persons have caused these
Bylaws to be amended.

By:

By:

Date:

Date:

Bylaws originally adopted:

Bylaws revised: