

**CITY OF CHATFIELD COMMON COUNCIL**  
**AGENDA**  
**October 25, 2021 7:00 P.M**

- I. Chatfield City Council – October 25, 2021 – 7:00 p.m. – City Council Chambers
1. Consent Agenda:
    - A. Approval of minutes of prior meetings.
    - B. Approve payment of claims.
    - C. Adopt resolution to make payment of \$7,625 for CCTV Administrative and Technical Services.
    - D. Approve one-pay step increase to Scott Keigley to Grade 6, Maximum effective Nov. 15, 2021.
    - E. Approve appointment of officers to Fire Department.
    - F. Approve hire of EMTs.
  2. Consider authorization to prepare plans and specifications for the 2022 Water Improvement Project – Craig Britton
  3. First consideration of Ordinance #457, setting fees for 2022.
  4. S.C.S. Report:
    - A. Authorize employee classification upgrade, moving Mitch Irish to Senior Maintenance Worker / Assistant Wastewater Operator, Grade 6 Step Minimum effective November 6, 2021.
    - B. Authorize purchase of grapple for the front end loader.
  5. Committee Reports:
    - A. Public Services Committee
    - B. Committee of the Whole
  6. Mayor's Report:
  7. Clerk's Report:
    - A. Third quarter financial report.
    - B. Approve updated draft of the City's Debt Management Policy and Capital Outlay Policy.
    - C. Approve updated Personnel Policy, effective January 1, 2022.
    - D. Approve LELS contract, 2022 – 2024.
    - E. Strategic Planning Retreat – November 5, 6.
    - F. Census Information
    - G. Beth Carlson achieves designation of Master Municipal Clerk by IIMC
  8. Roundtable
  9. Adjourn.
  10. Meeting Notices:
    - A. Public Services Committee (Councilors Bluhm & Frank) 4:30 p.m.
    - B. Committee of the Whole 5:30 p.m.

**CITY OF CHATFIELD  
COMMON COUNCIL  
MEETING MINUTES**

**Monday, October 11, 2021**

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The Common Council of the City of Chatfield met in regular session on Monday, October 11, 2021. Mayor Russ Smith presided and called the regular meeting to order at 7:00 PM

**Members Present:** Dave Frank, Josh Broadwater, Mike Urban, Pam Bluhm, and Russ Smith.

**Members absent:** Councilor Paul Novotny

**Others Present:** Brian Burkholder, Lynda Karver, Karen Reisner, Fred Suhler, and Joel Young.

#### Consent Agenda

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**Josh Broadwater entered a motion, with a second by Pam Bluhm,** to adopt the consent agenda which included the following items:

1. Approval of August 23<sup>rd</sup> and September 13th, 2021, Meeting Minutes
2. Approve payment of claims

**Ayes:** Councilors: Frank, Broadwater, Urban, and Bluhm

**Nays:** None

**Motion carried.**

#### Superintendent of City Services Report

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Brian Burkholder had nothing to report.

#### Committee Reports

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##### *Personnel Budget Committee*

Councilor Urban reported for the committee. Topics included:

- Considering a joint public works employee with the School District
- Update of two financial policies
- Strategic planning retreat reminder to be held November 5 & 6
- Use of ARPA funds
- Consideration to upgrade one employee position
- Consideration of proposed LELS contract

##### *Public Works Committee*

Councilor Urban reported for the committee. Topics included:

- 2022 Water Project, reviewing the project scope and engineering fees
- Review of water and sanitary sewer hook-up fees
- Review of parkland dedication fees
- Consider purchase of grapple for front end loader
- Tabling of a proposed traffic study of the Twiford Street area

## Mayor's Report

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Mayor Smith introduced a resolution in support of parents who have experienced the death of a child during pregnancy through early childhood, and urged adoption of the resolution to proclaim October 15, 2021 as Pregnancy and Infant Loss Remembrance Day.

**Mike Urban entered a motion, with a second by Pam Bluhm, to adopt the following resolution:**

### **Recognizing National Pregnancy and Infant Loss Awareness Day**

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

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

**Whereas**, Infants Remembered In Silence (IRIS) a 501(c)(3) nonprofit organization was founded 1987, 32 years ago, to offer support for parents whose child/children died from miscarriage, ectopic pregnancy, molar pregnancy, stillbirth, neo-natal death, birth defects, sudden unexplained death of a child (SUDC), sudden infant death syndrome (SIDS), illness, accidents, and all other types of infants and early childhood death; and

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

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

**Whereas**, In honor of the thousands of children that die each year in Minnesota Infants Remembered In Silence, Inc. (IRIS) respectfully request that October 15th, 2021 be recognized as Pregnancy and Infant Loss Remembrance Day.

**Now, Therefore, be it Resolved by the Common Council of the City of Chatfield, Minnesota, that October 15, 2021 be recognized as Pregnancy and Infant Loss Remembrance Day.**

**Ayes:** Councilors: Frank, Broadwater, Urban, and Bluhm

**Nays:** None

**Motion carried.**

## Clerk's Report

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### *Toward Zero Death Project*

Joel Young explained that the City has a long history of collaborating with the Fillmore County Sheriff's department in the Toward Zero Death (TZD) project. The Agreement with Fillmore County needs to be renewed for the next twelve months.

**Dave Frank entered a motion, with a second by Mike Urban, to approve a resolution to execute an Agreement as necessary to implement the Toward Zero Deaths project in conjunction with the Fillmore County Sheriff.**

**Ayes:** Councilors: Frank, Broadwater, Urban, and Bluhm

**Nays:** None

**Motion carried.**

#### Roundtable

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There were no comments provided.

#### Adjourn

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**Mike Urban entered a motion, with a second by Dave Frank, to adjourn at 7:09 p.m.**

**Ayes:** Councilors: Frank, Broadwater, Urban, and Bluhm

**Nays:** None

**Motion carried.**

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Russ Smith, Mayor

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Joel Young, City Clerk



# City of Chatfield

## Batch Listing - Unposted Summary

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Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
<b>Vendor ABILITY BUILDING CENTER</b>						
10968		E 100-41940-302	Municipal Building	Contracted Help	\$2,575.00	CLEANING - SEPTEMBER 21 5 DAYS/
<b>Vendor ABILITY BUILDING CENTER</b>					\$2,575.00	
<b>Vendor AIRGAS</b>						
911838		E 230-42270-210	Ambulance	Operating Supplies (GEN	\$58.99	OXYGEN
<b>Vendor AIRGAS</b>					\$58.99	
<b>Vendor BAKER &amp; TAYLOR BOOKS</b>						
09/30/2		E 211-45500-590	Libraries (GENERA	Cap. Outlay-Books	\$662.46	ACCOUNT L6248262
<b>Vendor BAKER &amp; TAYLOR BOOKS</b>					\$662.46	
<b>Vendor BENJAMIN ERICKSON</b>						
OCT 19,		E 211-45500-401	Libraries (GENERA	Repairs/Maint Buildings	\$100.00	10 HRS LANDSCAPING
<b>Vendor BENJAMIN ERICKSON</b>					\$100.00	
<b>Vendor BLACKSTONE PUBLISHING</b>						
124337		E 211-45500-593	Libraries (GENERA	Cap. Outlay-Non Print M	\$99.98	CUSTOMER ID 168011
<b>Vendor BLACKSTONE PUBLISHING</b>					\$99.98	
<b>Vendor BOB THE BUG MAN, LLC</b>						
26820		E 100-41940-403	Municipal Building	Prev. Maint. Agreements	\$130.00	21 SE 2ND ST - SERVICE 4
<b>Vendor BOB THE BUG MAN, LLC</b>					\$130.00	
<b>Vendor BOUND TREE MEDICAL</b>						
842460		E 230-42270-210	Ambulance	Operating Supplies (GEN	\$59.97	CATH WIPRES CURAPLEX
<b>Vendor BOUND TREE MEDICAL</b>					\$59.97	
<b>Vendor CANON FINANCIAL SERVICES, INC.</b>						
273409		E 211-45500-404	Libraries (GENERA	Repairs/Maint Equipment	\$108.44	832780-1 COLOR COPIER
275011		E 211-45500-404	Libraries (GENERA	Repairs/Maint Equipment	\$108.44	832780-1 COLOR COPIER
<b>Vendor CANON FINANCIAL SERVICES, INC.</b>					\$216.88	
<b>Vendor CHATFIELD COMMERCIAL CLUB</b>						
GMAIL		E 211-45500-211	Libraries (GENERA	Program Expenses	\$400.00	SUMMER READING PRIZES
<b>Vendor CHATFIELD COMMERCIAL CLUB</b>					\$400.00	
<b>Vendor CUSTOM ALARM</b>						
496742		E 211-45500-404	Libraries (GENERA	Repairs/Maint Equipment	\$2,384.53	CHATFIELD PUBLIC LIBRARY
494789		E 211-45500-404	Libraries (GENERA	Repairs/Maint Equipment	\$399.00	CHATFIELD PUBLIC LIBRARY
494791		E 211-45500-404	Libraries (GENERA	Repairs/Maint Equipment	\$10.29	CHATFIELD PUBLIC LIBRARY
<b>Vendor CUSTOM ALARM</b>					\$2,793.82	
<b>Vendor DANIEL ERICKSON</b>						
OCT 19,		E 211-45500-401	Libraries (GENERA	Repairs/Maint Buildings	\$50.00	5 HOURS LANDSCAPING
<b>Vendor DANIEL ERICKSON</b>					\$50.00	
<b>Vendor EXPERT BILLING, LLC</b>						
9144		E 230-42270-435	Ambulance	Licences, Permits and Fe	\$1,054.00	TRANSPORTS BILLED - SEPT
<b>Vendor EXPERT BILLING, LLC</b>					\$1,054.00	
<b>Vendor GALE</b>						
758086		E 211-45500-590	Libraries (GENERA	Cap. Outlay-Books	\$30.59	ACCT 23762978
<b>Vendor GALE</b>					\$30.59	
<b>Vendor KFI ENGINEERS</b>						
52606		E 454-43200-310	Construction Fund	Other Professional Servic	\$2,940.00	CCA - PHASE II PROJECT 21-0281.00
<b>Vendor KFI ENGINEERS</b>					\$2,940.00	





# City of Chatfield

## Batch Listing - Unposted Summary

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Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
<b>Vendor MEDIACOM</b>						
	OCT 02,	E 602-49450-438	Sewer (GENERAL)	Internet Expenses	\$189.87	WWTP HSD & STATIC IP
	SEP 26,	E 230-42270-438	Ambulance	Internet Expenses	\$107.46	1/3 CITY HALL HSD & STATIC IPS
	SEP 26,	E 100-42110-438	Police Administrati	Internet Expenses	\$107.47	1/3 CITY HALL HSD & STATIC IPS
	OCT 02,	E 602-49450-321	Sewer (GENERAL)	Telephone	\$39.95	WWTP BUSINESS PHONE
	SEP 26,	E 100-41500-438	City Clerk	Internet Expenses	\$107.47	1/3 CITY HALL HSD & STATIC IPS
<b>Vendor MEDIACOM</b>					\$552.22	
<b>Vendor MN RURAL WATER ASSOCIATION</b>						
	10/11/2	E 601-49400-404	Water Utilities (GE	Repairs/Maint Equipment	\$800.00	VALVE EXERCISER 09/20-27/2021
<b>Vendor MN RURAL WATER ASSOCIATION</b>					\$800.00	
<b>Vendor MUNICIPAL CODE CORPORATION</b>						
	003641	E 100-41910-310	Planning and Zoni	Other Professional Servic	\$900.00	ONLINE CODE HOSTING 10/01/21 TO
<b>Vendor MUNICIPAL CODE CORPORATION</b>					\$900.00	
<b>Vendor PATHFINDER CRM, LLC</b>						
	221020	E 454-43200-310	Construction Fund	Other Professional Servic	\$3,515.00	CCA PHASE II - SEPTEMBER
<b>Vendor PATHFINDER CRM, LLC</b>					\$3,515.00	
<b>Vendor QUILL.COM</b>						
	197086	E 211-45500-416	Libraries (GENERA	Cleaning Service	\$102.33	LIBRARY CLEANING SUPPLIES
<b>Vendor QUILL.COM</b>					\$102.33	
<b>Vendor RITEWAY</b>						
	21-326	E 100-41500-210	City Clerk	Operating Supplies (GEN	\$263.13	AP CHECK STOCK
<b>Vendor RITEWAY</b>					\$263.13	
<b>Vendor SCHUMACHER ELEVATOR CO</b>						
	905339	E 211-45500-404	Libraries (GENERA	Repairs/Maint Equipment	\$158.60	LIB ELEV MAINT
	905345	E 100-41940-302	Municipal Building	Contracted Help	\$188.75	MUNI ELEV MAINT
<b>Vendor SCHUMACHER ELEVATOR CO</b>					\$347.35	
<b>Vendor SELCO</b>						
	049296	E 211-45500-414	Libraries (GENERA	Automated Operations	\$47.66	BARCODES
	049362	E 211-45500-414	Libraries (GENERA	Automated Operations	\$901.78	BASIC TECH FEES   PC SUPP   MAILER
<b>Vendor SELCO</b>					\$949.44	
<b>Vendor THE HANDMADE CHICKPEA</b>						
	11	E 221-42280-300	Fire Department *	Promotional Expense	\$350.00	FD OPEN HOUSE COOKIES
<b>Vendor THE HANDMADE CHICKPEA</b>					\$350.00	
<b>Vendor THE NATIONAL WILDLIFE FED</b>						
	EXP MA	E 211-45500-591	Libraries (GENERA	Cap. Outlay-Magazines	\$49.95	RANGER RICK ZOOBOOKS
<b>Vendor THE NATIONAL WILDLIFE FED</b>					\$49.95	
<b>Vendor VOLUNTEER FIREFIGHTERS BENEFIT</b>						
	2021	E 220-42280-360	Fire Department *	Insurance (GENERAL)	\$260.00	ANNUAL INSURANCE RENEWAL - 26 V
<b>Vendor VOLUNTEER FIREFIGHTERS BENEFIT</b>					\$260.00	
Batch Name 2021 10FA02					\$29,024.94	
<b>Vendor AIRGAS</b>						
	998275	E 230-42270-210	Ambulance	Operating Supplies (GEN	\$135.74	OXYGEN
<b>Vendor AIRGAS</b>					\$135.74	
<b>Vendor AMAZON CAPITAL SERVICES, INC.</b>						
	17GQ-K	E 100-41940-210	Municipal Building	Operating Supplies (GEN	\$47.21	CREW TOLET CLEANER
	149T-W	E 100-41100-200	Legislative	Office Supplies (GENERA	\$17.98	SCREEN PROTECH FOR IPAD





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	08/31/2	E 230-42270-415	Ambulance	Medical Services	\$317.15	PARAMEDIC INTERCEPT
<b>Vendor MAYO CLINIC</b>					\$317.15	
<b>Vendor MIENERGY COOPERATIVE</b>						
	10/06/2	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$30.79	333119001 8500759501 52 SIGN
	10/06/2	E 602-49450-380	Sewer (GENERAL)	Utility Services (GENERA	\$44.25	333119004 85007649 STALB LS
	10/06/2	E 601-49400-380	Water Utilities (GE	Utility Services (GENERA	\$525.05	333119002 85007612 HSD BS
	10/06/2	E 601-49400-380	Water Utilities (GE	Utility Services (GENERA	\$383.16	333119003 85007624 JOHNST WELL
	10/06/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$400.00	333119005 85010070 HSD STLGHTS
<b>Vendor MIENERGY COOPERATIVE</b>					\$1,383.25	
<b>Vendor PEOPLES ENERGY COOPERATIVE</b>						
	10/05/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$181.00	7823600 MEYERS AND TERMAR
	10/05/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$51.87	2447300 UNION ST NE - XING
	10/05/2	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$76.08	2410200 MAIN ST-CITY PARK
	10/05/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$1,987.00	3011800 STREET LIGHTS
	10/05/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$135.29	3260000 52 3RD ST SW - STL MTR
	10/05/2	E 100-45124-380	Swimming Pools -	Utility Services (GENERA	\$329.58	3237701 107 UNION ST NE
	10/05/2	E 601-49400-380	Water Utilities (GE	Utility Services (GENERA	\$44.92	3211800 250 OLD TERRITORIAL RD
	10/05/2	E 601-49400-380	Water Utilities (GE	Utility Services (GENERA	\$668.86	3011700 BLUFF ST WELL
	10/05/2	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$51.00	2438500 MILL CREEK PARK
	10/05/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$43.95	2436500 CR 2 HWY S
	10/05/2	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$45.09	2432400 400 3RD ST SW
	10/05/2	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$48.00	2432200 CHATFIELD SIGN
	10/05/2	E 602-49450-380	Sewer (GENERAL)	Utility Services (GENERA	\$2,819.04	2430200 126 LIBRARY LN WWTP
	10/05/2	E 602-49450-380	Sewer (GENERAL)	Utility Services (GENERA	\$94.28	242390 MILL CREEK PK - LIFT ST
	10/05/2	E 211-45500-380	Libraries (GENERA	Utility Services (GENERA	\$317.34	2402500 CHATFIELD LIBRARY
	10/05/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$80.31	3260100 301 TH 52 - TRAFFIC SI
	10/05/2	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$169.98	2428000 MILL CREEK PARK
	10/05/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$48.84	2154400 10208 HILLSIDE DRIVE
	10/05/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$150.59	3265100 20 2ND ST SE - LIGHTS
	10/05/2	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$133.61	2367400 TOURIST PARK
	10/05/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$56.50	2410100 1/4 FIRE HALL
	10/05/2	E 230-42270-380	Ambulance	Utility Services (GENERA	\$370.00	2407900 1/3 21 2ND ST SE
	10/05/2	E 100-42110-380	Police Administrati	Utility Services (GENERA	\$370.00	2407900 1/3 21 2ND ST SE
	10/05/2	E 100-41940-380	Municipal Building	Utility Services (GENERA	\$370.00	2407900 1/3 21 2ND ST SE
	10/05/2	E 220-42280-380	Fire Department *	Utility Services (GENERA	\$147.32	2410000 318 S MAIN ST-WHISTLE
	10/05/2	E 220-42280-380	Fire Department *	Utility Services (GENERA	\$169.50	2410100 3/4 FIRE HALL
	10/05/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$52.00	2182100 SIREN - 10210 HILLSIDE
<b>Vendor PEOPLES ENERGY COOPERATIVE</b>					\$9,011.95	
<b>Vendor PRAXAIR</b>						
	663874	E 100-43100-210	Street Maintenanc	Operating Supplies (GEN	\$49.08	HIGH PRESSURE
<b>Vendor PRAXAIR</b>					\$49.08	
<b>Vendor QUILL.COM</b>						
	200554	E 100-41500-200	City Clerk	Office Supplies (GENERA	\$85.27	TOWELS, POST ITS, LABELS
<b>Vendor QUILL.COM</b>					\$85.27	
<b>Vendor RCM SPECIALTIES INC</b>						
	8245	E 100-43100-210	Street Maintenanc	Operating Supplies (GEN	\$538.20	EMULSION
<b>Vendor RCM SPECIALTIES INC</b>					\$538.20	
<b>Vendor S&amp;A</b>						
	347616	E 602-49450-407	Sewer (GENERAL)	Rep/Maint Manholes & S	\$980.00	PATCHING MANHOLES



City of Chatfield

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<b>Vendor S&amp;A</b>					\$980.00	
<b>Vendor ST. JOSEPH EQUIPMENT</b>						
W1783	E 100-43100-404	Street Maintenanc	Repairs/Maint Equipment		\$568.17	REPAIR OF UTV
<b>Vendor ST. JOSEPH EQUIPMENT</b>					\$568.17	
<b>Vendor ZEP MANUFACTURING</b>						
900672	E 100-45200-210	Parks (GENERAL)	Operating Supplies (GEN		\$40.61	SOAP DISPENSER
<b>Vendor ZEP MANUFACTURING</b>					\$40.61	
Batch Name 2021 10FA02U					\$19,883.07	
					\$48,908.01	

([BatchID] in (16586,16587))



# City of Chatfield

## Batch Listing - Unposted Summary

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Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
<b>Vendor CHATFIELD PUBLIC LIBRARY</b>						
111691	10/14/2	G 910-21728			\$175.00	SCRIP GAS CARDS
	10/14/2	R 211-45500-3620	Libraries (GENERA		-\$175.00	SCRIP GAS CARDS
					<u>\$0.00</u>	
<b>Vendor CHATFIELD PUBLIC LIBRARY</b>						
<b>Vendor EFTPS</b>						
111692	027439	G 910-21701			\$4,021.96	FEDERAL - STAFF
	027439	G 910-21703			\$4,994.56	SOC SEC WH - STAFF
	027439	G 910-21709			\$1,555.06	MEDICARE WH - STAFF
					<u>\$10,571.58</u>	
<b>Vendor EFTPS</b>						
<b>Vendor EMPOWER</b>						
111693	940716	G 910-21719			\$20.00	INVESTMENT - KESTER
	940716	G 910-21719			\$86.26	INVESTMENT - PRIEBE
	940716	G 910-21719			\$241.78	INVESTMENT - DUBORD
	940716	G 910-21719			\$113.90	INVESTMENT - IRISH
	940716	G 910-21719			\$72.24	INVESTMENT - CARLSON
	940716	G 910-21719			\$50.00	INVESTMENT - HYKE
	940716	G 910-21719			\$25.00	INVESTMENT - WANGEN
	940716	G 910-21719			\$125.00	INVESTMENT - SCHLICHTER
	940716	G 910-21719			\$123.86	INVESTMENT - BURKHOLDER
					<u>\$858.04</u>	
<b>Vendor EMPOWER</b>						
<b>Vendor HEALTHEQUITY</b>						
111694	2021-1	G 910-21726			\$40.00	BURKHOLDER - EE
	2021-1	G 910-21726			\$250.00	COE - ER
	2021-1	G 910-21726			\$500.00	YOUNG - ER
	2021-1	G 910-21726			\$500.00	BURNETT - ER
	2021-1	G 910-21726			\$100.00	BURNETT - EE
	2021-1	G 910-21726			\$50.00	CARLSON - EE
	2021-1	G 910-21726			\$250.00	CARLSON - ER
	2021-1	G 910-21726			\$250.00	BURKHOLDER - ER
	2021-1	G 910-21726			\$100.00	SCHLICHTER - EE
	2021-1	G 910-21726			\$42.50	COE - EE
	2021-1	G 910-21726			\$183.34	ERICKSON - EE
	2021-1	G 910-21726			\$250.00	HYKE - ER
	2021-1	G 910-21726			\$250.00	IRISH - ER
	2021-1	G 910-21726			\$500.00	LANDORF - ER
	2021-1	G 910-21726			\$250.00	PRIEBE - ER
	2021-1	G 910-21726			\$183.34	YOUNG - EE
	2021-1	G 910-21726			\$500.00	ERICKSON - ER
	2021-1	G 910-21726			\$125.00	ELDER - ER
	2021-1	G 910-21726			\$500.00	DUBORD - ER
	2021-1	G 910-21726			\$50.00	DUBORD - EE
	2021-1	G 910-21726			\$250.00	MILIANDER - ER
	2021-1	G 910-21726			\$500.00	SCHLICHTER - ER
	2021-1	G 910-21726			\$50.00	ELDER - EE
					<u>\$5,674.18</u>	
<b>Vendor HEALTHEQUITY</b>						
<b>Vendor LAW ENFORCEMENT LABOR SERVICES</b>						
	OCT-21	G 910-21717			\$63.50	4 FT DUES PAYING MEMBERS - MILIA
	OCT-21	G 910-21717			\$63.50	4 FT DUES PAYING MEMBERS - KEIGL
	OCT-21	G 910-21717			\$63.50	4 FT DUES PAYING MEMBERS - STEVE
	OCT-21	G 910-21717			\$63.50	4 FT DUES PAYING MEMBERS - LAND



## City of Chatfield

## Batch Listing - Unposted Summary

Current Period: October 2021

2021 10FPR01

10/14/21 11:46 AM

Page 2

Check	Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
<b>Vendor LAW ENFORCEMENT LABOR SERVICES</b>						\$254.00	
<b>Vendor MN DEPART. OF REV./WH TAX</b>							
	111695	1-871-2	G 910-21702			\$1,976.51	STATE TAX WH
<b>Vendor MN DEPART. OF REV./WH TAX</b>						\$1,976.51	
<b>Vendor MN PEIP</b>							
	111696	112683	G 910-21706			\$546.12	IRISH - EE - MED ADV HSA PONE
		112683	G 910-21706			\$1,463.06	YOUNG - EE+SP - MED ADV HSA BCBS
		112683	G 910-21706			\$1,463.06	LANDORF - EE+SP - MED ADV HSA HP
		112683	G 910-21706			\$1,463.06	SCHLICHTER - FAMILY - MED ADV HS
		112683	G 910-21706			\$546.12	PRIEBE - EE - MED ADV HSA PONE
		112683	G 910-21706			\$546.12	MILIANDER - EE - MED ADV HSA HP
		112683	G 910-21706			\$766.42	LEWIS - EE - MED ADV HIGH HP
		112683	G 910-21706			\$2,068.88	SCHMIEDEBERG - EE - MED ADV HIGH
		112683	G 910-21706			\$546.12	HYKE - EE - MED ADV HSA HP
		112683	G 910-21706			\$546.12	BURKHOLDER - EE - MED ADV HSA HP
		112683	G 910-21706			\$1,854.38	FOX - FAMILY - MED ADV VALUE BCBS
		112683	G 910-21706			\$1,463.06	ERICKSON - FAMILY - MED ADV HSA H
		112683	G 910-21706			\$546.12	ELDER - EE - MED ADV HSA HP
		112683	G 910-21706			\$1,463.06	DUBORD - EMP+SP - MED ADV HSA H
		112683	G 910-21706			\$546.12	COE - EE - MED ADV HSA HP
		112683	G 910-21706			\$1,463.06	BURNETT - FAMILY - MED ADV HSA B
		112683	G 910-21706			\$546.12	CARLSON - EE - MED ADV HSA HP
<b>Vendor MN PEIP</b>						\$17,837.00	
<b>Vendor PERA</b>							
	111697	SOMPE	E 230-42270-121	Ambulance	PERA	\$495.00	CEMTRIP - SEP 2021
		SOMPE	G 910-21704			\$56.24	DCP ELECTED OFFICIAL
		SOMPE	G 910-21705			\$4,057.91	PERA - POLICE
		SOMPE	G 910-21704			\$4,710.10	PERA - CITY COORDINATED
<b>Vendor PERA</b>						\$9,319.25	
<b>Vendor TASC</b>							
	111698	10/13/2	G 910-21714			\$114.58	FSA MEDICAL - EmpE SCHMIEDEBERG
<b>Vendor TASC</b>						\$114.58	
Batch Name 2021 10FPR01						\$46,605.14	
						\$46,605.14	

([BatchID] in (16599))

**A Resolution to Approve Payment for Interim Administration and Interim Technical Coordination of  
Chatfield Community Television Service (CCTV)**

**Whereas**, the City of Chatfield provides local cable television services that results in the broadcasting of local events and meetings on through the local cable television providers, and

**Whereas**, CCTV requires administrative services that includes the recruiting, training and scheduling of many volunteers, management of the budget of the service, and coordination with officials at the Chatfield Public Schools and the City of Chatfield, etc., and

**Whereas**, CCTV requires the services of a Technical Coordinator to acquire and maintain the technical pieces of equipment needed for the service, and

**Whereas**, CCTV has been functioning without a paid Director who would perform those duties since late February of this year, and

**Whereas**, the President of the Cable Television Access Board has been performing the duties necessary to administer the service and maintain the technical equipment since late February of this year,

**Whereas**, it has been determined that the value of the administrative services and the value of technical services is \$1,250 per month, each, and

**Whereas**, it has been determined that Damon Lueck has provided a full slate of technical services and 70% of administrative services the months of April through August, and

**Whereas**, the City has previously provided \$3,000 to Damon Lueck for these services,

**Now, Therefore, Be It Resolved** by the Common Council of the City of Chatfield to make a lump sum payment of \$7,625 to the President of the Cable Television Access Board, Damon Lueck, in recognition for going beyond the call of duty of a volunteer in providing the services necessary to continue CCTV services since late February, and **Be It Further Resolved** to compensate Lueck at a rate of \$875 for administrative services beginning September 1, 2021 and **Be It Yet Further Resolved** to convey the gratitude of the community to Damon Lueck, and to his family, for the generous gift of his time and talents.

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**MEMORANDUM**

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**TO:** CHATFIELD CITY COUNCIL  
**FROM:** LUKE THIEKE, FIRE CHIEF  
**SUBJECT:** NEW FIRE OFFICERS  
**DATE:** 10/20/2021  
**CC:**

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Here is our list of recommendations for the Fire Dept.'s officers for 2022

Chief- Luke Thieke  
1<sup>st</sup> Asst. Chief – Peter Erickson  
2<sup>nd</sup> Asst. Chief – Cole Mckean  
Training Officer – Chris Musty  
Safety Officer- Steve Schmiedeberg  
Captain- Jason Baldner  
Captain- Jill Harstad

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**INTEROFFICE MEMORANDUM**

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**TO:** CHATFIELD CITY COUNCIL

**FROM:** ROCKY BURNETT

**SUBJECT:** NEW EMT'S

**DATE:** 10/20/2021

**CC:**

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The ambulance service is looking to add three EMT's to its roster. Each of the three are already nationally registered EMT's with years of experience with different services. All three will need to renew their EMT certification by the end of March 2022, so we would need to work with them to get the number of hours needed to recertify.

Steven Schlichter is currently employed with the city and is in town Monday through Friday during the day. I would like to hire Steven with his primary role as a backup to daytime coverage. Steven is familiar with our equipment and could hit the road running.

Jacob Markham is currently a resident of Chatfield and wants to use his skills as an EMT to help the community. Jacob is new to town and our equipment so some training would be needed but because of his experience with another service in the metro area, I believe we could get him running quickly.

Zach Linnell is currently working in the area more and would like to come back to our service. Zach was with us for many years and has great knowledge of our equipment and service area. Since Zach has been gone from our service a short time, he would need very little training to get him going quickly with our service.

Thanks for the consideration

Rocky

September 23, 2021

**WIDSETH**

City of Chatfield  
Attn: Joel Young, City Clerk  
21 Second Street SE  
Chatfield, MN 55923  
507-867-1518  
[jyoung@ci.chatfield.mn.us](mailto:jyoung@ci.chatfield.mn.us)

**Rochester**  
3777 40th Avenue NW  
Suite 200  
Rochester MN 55901  
507.292.8743  
[Rochester@Widseth.com](mailto:Rochester@Widseth.com)  
[Widseth.com](http://Widseth.com)

**RE: Confirmation of Request for Engineering Services  
2022 Water Capital Improvement Project (CIP)**

Dear Mr. Young:

In response to your request, we are pleased to submit our proposal to provide professional design and construction administration services for the proposed 2022 Water Capital Improvement Project (CIP). Our proposal includes preliminary and final design, advertising/bidding assistance, construction management and construction observation services.

There are a number of items included in the 2022 Water CIP. The following is a breakdown of the items included in our proposal along with a brief description of the background and scope of the work items.

1. Old Territorial Tank (100,000 Gallon)
  - Constructed in 1963, Interior / Exterior Recoating in 1998
  - Scope of Work - Full reconditioning interior and exterior / no containment
2. Old Territorial Concrete Ground Reservoir (300,000 Gallon)
  - Construction Date is Unknown, but is estimated at 1890
  - Scope of Work – Concrete structural repairs per 2014 inspection report by KLM
3. South Reservoir 3 (200,000 Gallon)
  - Constructed in 1976, Interior / Exterior Recoating in 1998
  - Scope of Work - Full reconditioning interior and exterior / no containment
4. Well #2 (Old Territorial Road) Variable Frequency Drive (VFD)
  - Scope of Work – Installation of VFD
5. SCADA System (Supervisory Control and Data Acquisition)
  - Scope of Work – Installation of SCADA system for Wells 2 & 3. Allows City staff to monitor and control wells from a centralized location.
6. Generators for Well #2 (Old Territorial Road) and Booster Pump Station (Hillside Drive)
  - Scope of Work – Installation of Generators at Well #2 and Booster Pump Station

Based upon our understanding of the project, our proposed scope of services is as follows:

Preliminary and Final Design Services:

WiDSETH and KLM propose to perform preliminary and final design services. Items included with the proposal are:

- Preliminary site visit and meeting with staff to discuss project requirements and needs.
- Preparation of project plans.
- Preparation of contract documents.
- Preparation of technical specifications.

Advertising and Bidding Assistance:

WiDSETH and KLM propose to assist the City with advertising and bidding the project in accordance with Uniform Contracting Law requirements. Items included in this proposal are:

- Assistance with advertising the project on QuestCDN and the local paper.
- Answer bidder questions and prepare necessary addenda.
- Facilitate a pre-bid meeting.
- Assist with the bid opening, prepare tabulation of bid results, evaluate bids and issue a recommendation on award of the project.

Construction Administration:

WiDSETH and KLM will provide construction administration services during the construction phase of the project. Items included in our proposed scope of services are as follows:

- Prepare and assist with the execution of the contract documents.
- Facilitate a pre-construction conference.
- Review contractor submittals.
- Prepare project status reports.
- Schedule construction observation.
- Facilitate progress meetings.
- Prepare pay estimates.
- Evaluate and prepare change orders.

Construction Observation:

WiDSETH and KLM will provide construction observation services during the critical phases of construction. Items included in our proposed scope of services are as follows:

- Monitor structural repairs.
- Monitor mixing and application of coatings.
- Prepare daily and weekly observation reports.
- Coordinate and review material testing.
- Develop final punch list and monitor completion of corrective work.
- Complete final inspection and assist with project closeout.

WIDSETH and KLM propose to perform the services described above on an hourly basis, in accordance with the applicable attached fee schedules, for the estimated amount of \$203,060. Preliminary plans will be completed within 60 days of receiving the signed proposal. A breakdown of the proposed fees is as follows.

1. Old Territorial Tank (100,000 Gallon) and South Reservoir 3 (200,000 Gallon)
  - a. Proposed Fee Including Design and Observation = \$120,030
2. Old Territorial Concrete Ground Reservoir (300,000 Gallon)
  - a. Proposed Fee Including Design and Observation = \$37,030
3. Well #2 (Old Territorial Road) VFD and Generators for Well #2 and Booster Pump Station
  - a. Proposed Fee Including Design and Observation = \$31,500
4. SCADA System – Installation of SCADA System for Wells #2 and #3
  - a. Proposed Fee Including Design and Observation = \$14,500

If you are in agreement with our proposed scope of services, please sign and return one copy of this letter to us as our authorization to proceed.

We realize this is an important project for the City of Chatfield, and for that reason, we welcome the opportunity to sit down with you and your staff to go over this proposal and review the approach and work tasks we have listed. If necessary, we will revise the proposal to better conform to the needs of the City for this project.

We thank you for giving us the opportunity to submit this proposal and look forward to working with City staff to make this proposed project a reality.

Sincerely,  
Widseth Smith Nolting & Associates, Inc.



Craig Britton, P.E.

.....

**Accepted by the City of Chatfield:** The above proposal and attached General Provisions of Professional Services Agreement are satisfactory and WIDSETH is authorized to do the work as specified. Payment will be made monthly in accordance with the terms on the fee schedule.

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

Date \_\_\_\_\_

# General Provisions of Professional Services Agreement

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widseth Smith Nolting & Assoc., Inc., a Minnesota Corporation, hereinafter referred to as WIDSETH, and a CLIENT, wherein the CLIENT engages WIDSETH to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WIDSETH Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WIDSETH.

## ARTICLE 1. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WIDSETH shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

## ARTICLE 2. SCOPE OF SERVICES

The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WIDSETH have an understanding of the expected work to be performed.

If WIDSETH is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties.

## ARTICLE 3. COMPENSATION TO WIDSETH

A. Compensation to WIDSETH for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

1. A Lump Sum method of payment for WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on an estimated percentage of completion of WIDSETH's services.
2. A Percentage of Construction or an Hourly Rate method of payment of WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WIDSETH shall be paid for the actual hours worked on the Project by WIDSETH technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WIDSETH's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WIDSETH to CLIENT upon which to base periodic payments to WIDSETH.
3. In addition to the foregoing, WIDSETH shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:
  - (a) Travel and subsistence.
  - (b) Specialized computer services or programs.
  - (c) Outside professional and technical services with cost defined as the amount billed WIDSETH.
  - (d) Identifiable reproduction and reprographic costs.
  - (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.
4. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WIDSETH in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1 % per month, or the maximum amount authorized by law, whichever is less. WIDSETH shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amount owed by CLIENT. In addition, WIDSETH may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WIDSETH has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WIDSETH shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WIDSETH's resumption of services, the time for performance of WIDSETH's services shall be equitably adjusted to account for the period of suspension and other reasonable time necessary to resume performance.

## ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WIDSETH. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

In the event of termination, and upon payment in full for all work performed and expenses incurred to the date of termination, documents that are identified as deliverables under the Letter Agreement whether finished or unfinished shall be made available by WIDSETH to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WIDSETH under this Agreement except for payment of an amount for WIDSETH's anticipated profit on the value of the services not performed by WIDSETH and computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of a reduction in scope of the Project work, WIDSETH shall be paid for the work performed and expenses incurred on the Project work thus reduced and for any completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

## ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WIDSETH or its consultants are Instruments of Service and shall remain the property of WIDSETH or its consultants, respectively. WIDSETH and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WIDSETH and its subconsultants maintain the right to determine if production will be made, and allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WIDSETH shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WIDSETH shall have no liability for any claims expenses or damages that may arise out of items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by WIDSETH for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WIDSETH. CLIENT shall indemnify, defend and hold harmless WIDSETH from any and all suits or claims of third parties arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by WIDSETH. This indemnity shall survive the termination of this Agreement.

Should WIDSETH choose to deliver to CLIENT documents in electronic form, CLIENT acknowledges that differences may exist between any electronic files delivered and the printed hard-copy. Copies of documents that may be relied upon by CLIENT are limited to the printed hard-copies that are signed and/or sealed by WIDSETH. Files in electronic form are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic documents will be at user's sole risk. CLIENT acknowledges that the useful life of some forms of electronic media may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, WIDSETH makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

## ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS

In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WIDSETH to commence work on the project or by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by WIDSETH.

# WIDSETH

ARCHITECTS ■ ENGINEERS  
SCIENTISTS ■ SURVEYORS

## ARTICLE 7. CLIENT'S RESPONSIBILITIES

A. To permit WIDSETH to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WIDSETH:

1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WIDSETH's services.
3. Furnish, as required for performance of WIDSETH's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.
4. Provide access to, and make all provisions for WIDSETH to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WIDSETH, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WIDSETH.
7. Give prompt written notice to WIDSETH whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of WIDSETH's services or any defect in the work of Construction Contractor(s), Consultants or WIDSETH.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.

If WIDSETH encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WIDSETH shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WIDSETH do not include identification of asbestos or pollution, and WIDSETH has no duty to identify or attempt to identify the same within the area of the Project.

With respect to the foregoing, CLIENT acknowledges and agrees that WIDSETH is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos or pollution which may be encountered by WIDSETH on the Project. It is further understood and agreed that services WIDSETH will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WIDSETH's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WIDSETH and WIDSETH's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WIDSETH. This indemnification shall survive the termination of this Agreement.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WIDSETH may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.
11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

B. WIDSETH may use any CLIENT provided information in performing its services. WIDSETH shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WIDSETH finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WIDSETH shall endeavor to notify the CLIENT. However, WIDSETH shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by CLIENT.

## ARTICLE 8. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto, are to be made on the basis of WIDSETH's experience and qualifications and represent WIDSETH's judgment as an experienced design professional. It is recognized, however, that WIDSETH does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of WIDSETH's cost opinions must, of necessity, be speculative until completion of construction or acquisition. Accordingly, WIDSETH does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WIDSETH to CLIENT hereunder.

## ARTICLE 9. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to WIDSETH's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WIDSETH is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, WIDSETH will not be responsible for, and CLIENT shall indemnify and hold WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents from liability for failure to perform in accordance with professional standards any duty or responsibility which WIDSETH has undertaken or assumed under this Agreement.

## ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

WIDSETH may review and approve or take other appropriate action on the contractor's submittals or shop drawings for the limited purpose of checking for general conformance with information given and design concept expressed in the Contract Documents. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the exclusive responsibility of the contractor. WIDSETH's review and/or approval shall not constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WIDSETH's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WIDSETH's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents nor from the responsibility for errors or omissions on items such as sizes, dimensions, quantities, colors, or locations. Contractor shall remain solely responsible for compliance with any manufacturer requirements and recommendations.

## ARTICLE 11. REVIEW OF PAY APPLICATIONS

If included in the scope of services, any review or certification of any pay applications, or certificates of completion shall be based upon WIDSETH's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WIDSETH's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents. The issuance of a certificate for payment or substantial completion is not a representation that WIDSETH has made exhaustive or continuous inspections, reviewed construction means and methods, verified any back-up data provided by the contractor, or ascertained how or for what purpose the contractor has used money previously paid by CLIENT.

#### **ARTICLE 12. REQUESTS FOR INFORMATION (RFI)**

If included in the scope of services, WIDSETH will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WIDSETH's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WIDSETH shall be entitled to compensation for Additional Services for WIDSETH's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

#### **ARTICLE 13. CONSTRUCTION OBSERVATION**

If included in the scope of services, WIDSETH will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WIDSETH to become generally familiar with the Work. WIDSETH shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WIDSETH shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WIDSETH shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, rules, regulations, or industry standards.

If construction observation services are not included in the scope of services, CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against WIDSETH that are connected with the performance of such services.

#### **ARTICLE 14. BETTERMENT**

If, due to WIDSETH's negligence, a required item or component of the Project is omitted from the construction documents, WIDSETH shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WIDSETH be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

#### **ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES**

WIDSETH shall not be required to sign any documents, no matter by whom requested, that would result in WIDSETH having to certify, guarantee or warrant the existence of conditions whose existence WIDSETH cannot ascertain. CLIENT agrees not to make resolution of any dispute with WIDSETH or payment of any amount due to WIDSETH in any way contingent upon WIDSETH signing such certification.

#### **ARTICLE 16. CONTINGENCY FUND**

CLIENT and WIDSETH agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WIDSETH, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WIDSETH with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.

#### **ARTICLE 17. INSURANCE**

WIDSETH shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

Also, WIDSETH shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which WIDSETH is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

#### **ARTICLE 18. ASSIGNMENT**

Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WIDSETH as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

#### **ARTICLE 19. NO THIRD-PARTY BENEFICIARIES**

Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WIDSETH or CLIENT. WIDSETH's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WIDSETH because of this Agreement.

#### **ARTICLE 20. CORPORATE PROTECTION**

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

#### **ARTICLE 21. CONTROLLING LAW**

This Agreement is to be governed by the laws of the State of Minnesota.

#### **ARTICLE 22. ASSIGNMENT OF RISK**

In recognition of the relative risks and benefits of the project to both the CLIENT and WIDSETH, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WIDSETH, employees of WIDSETH and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WIDSETH, employees of WIDSETH and sub-consultants, to all those named shall not exceed \$50,000 or WIDSETH's total fee received for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

#### **ARTICLE 23. NON-DISCRIMINATION**

WIDSETH will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

#### **ARTICLE 24. SEVERABILITY**

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WIDSETH. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

**ARTICLE 25. PRE-LIEN NOTICE  
PURSUANT TO THE AGREEMENT WIDSETH WILL BE  
PERFORMING SERVICES IN CONNECTION WITH  
IMPROVEMENTS OF REAL PROPERTY AND MAY CONTRACT  
WITH SUBCONSULTANTS OR SUBCONTRACTORS AS  
APPROPRIATE TO FURNISH LABOR, SKILL AND/OR  
MATERIALS IN THE PERFORMANCE OF THE WORK.  
ACCORDINGLY, CLIENT IS ENTITLED UNDER MINNESOTA LAW  
TO THE FOLLOWING NOTICE:**

- (a) 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 ITS CONTRIBUTIONS.**
- (b) 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 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 MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**

ORDINANCE NO. 457

AN ORDINANCE RELATING TO FEES CHARGED BY THE  
CITY OF CHATFIELD FOR VARIOUS PURPOSES, LICENSES  
OR SERVICES; AMENDING SECTION 11-1 OF CHAPTER 11  
OF SUBPART A OF THE CHATFIELD CITY.

THE COUNCIL OF THE CITY OF CHATFIELD, MINNESOTA, DOES ORDAIN:

Section 1. The provisions of the Chatfield City Code, Chapter 11, Section 11-1, Subpart A that is entitled to read: **“Particular Fees, Fines and Charges”** are amended as follows:

City of Chatfield	2022
Schedule of Fees	
\$ 30.00	Returned Check / Payment Fee
	<b>Copying / Printing</b>
\$ .10 / .05*	8.5 x 11 (one sided) Black & White *if customer provides paper
\$ .25 / .20*	8.5 x 11 (one sided) Color *if customer provides paper
\$ .20 / .10*	11 x 17 (one sided) Black & White *if customer provides paper
\$ .50 / .25*	11 x 17 (one sided) Color *if customer provides paper
\$ 1.00 page	Fax (Receive)
\$ 1.00 page	Fax (Send)
\$ 0.10	Folding per page stuffed in envelopes
\$ 15.00	Per night camping fee at Shady Oak Park
\$ 90.00	Per week camping fee at Shady Oak Park
	<b>Swimming Pool</b>
\$ 170.00	Family Membership Increase from \$150
\$ 120.00	Individual Membership Increase from \$85
\$ 7.00	Afternoon Daily Fee
\$ 5.00	Evening Daily
\$ 3.00	Sunday Family Swim – Afternoon
\$ 5.00	Midnight Swim
\$ 50.00	Swimming Lessons – Members
\$ 60.00	Swimming Lessons – Non-Members
\$ 100.00	Swimming Lessons – Private Increased from \$95 Participants must be from one nuclear family, with a maximum of _____
\$ 25.00	Toddler Time – Members – Formerly referred to as Preschool Lessons
\$ 30.00	Toddler Time – Non-Members – Formerly referred to as Preschool Lessons
\$ 60.00	Lap Swim – Season Increase from \$40
\$ 6.00	Lap Swim – Per Session
\$ 50.00	Water Aerobics – Season Increase from \$30

\$ 6.00	Water Aerobics per Session
\$ 40.00	Walking – Season
\$ 6.00	Walking per Session
\$ 100.00	One hour rental of facility, without use of big slide, up to 25 swimmers plus \$2.00 for additional swimmers.
\$ 150.00	One hour rental of entire facility, up to 25 swimmers plus \$2.00 for additional swimmers.
\$ 200.00	Two hour rental of entire facility, up to 25 swimmers plus \$4.00 for additional swimmers.
\$ 250.00	Three hr rental of entire facility, up to 25 swimmers plus \$6.00 for additional swimmers.
	<b>Conduit Funding Fees – Refer to Finance Policy</b>
	<b>Ambulance Fees</b>
\$ 800.00	BLS Transport
\$900.00	BLS Transport Outside PSA
\$ 15.00	Per Loaded Mile
\$ 1,200.00	ALS Transport
\$ 1,300.00	ALS Transport Outside PSA
\$ 1200.00	EMT Class (Test Not Included)
\$ 300.00	EMT Refresher Class (Test Not Included)
\$ 100.00	Practical Test
\$ 50.00	First Aid for Daycare (Includes CPR)
\$ 45.00/ 75.00	CPR or First Aid Class / Both
\$ 1200.00	Street Excavation Deposit to ensure restoration of street surface
\$ 150.00	Hourly rate for cleaning streets related to private contractor/construction
	<b>Water Rates</b>
\$ 15.25	Base Monthly Fee Increase from \$14.95
\$ 5.31	Per 1,000 gallons > 2,000 \$.00531 per gallon Increase from \$5.21
\$ 8.16	Bulk Water per 1,000 gallons ..... \$.00816 per gallon Increase from \$8.00
\$ 1,600.00	Residential Hook-up Fee. Non-residential fees are based on an equivalency calculation
\$ 3,000.00	Water Access Charge/Acre
	<b>Sanitary Sewer Rates</b>
\$ 48.55	Base Monthly Fee
\$ 10.42	Per 1,000 gallons > 2,000 \$.00947 per gallon
\$ 64.16	Non-Metered Monthly Fee based on 3,500 gallons
\$ 2,600.00	Residential Hook-up Fee. Non-residential fees are based on an equivalency calculation
\$ 2,000.00	Sewer Access Charge/Acre
	<b>Apartment Building Hook-up Fees (Combined water &amp; sewer)</b>
\$ 4,200.00	2 Unit Building
\$ 6,300.00	3 – 4 Unit Building
\$ 8,400.00	5 – 8 Unit Building

\$ 10,500.00	9 – 12 Unit Building
\$ 12,600.00	13 – 16 Unit Building
\$ 14,700.00	17 – 20 Unit Building
\$ 16,800.00	21 – 24 Unit Building
1/10 <sup>th</sup> acre per Unit	Parkland Dedication Fee is 1/10 <sup>th</sup> of an acre per residential unit or the cash equivalent, whichever is chosen by the City.
	<b>Residential Solid Waste</b>
\$ 7.80	"Garbage" / Month
\$ 5.62	Recycling Fee
	Fuel Surcharge
\$ 1.95	Yellow Bag – 33 Gallon
\$ 1.45	Yellow Bag – 15 Gallon
	<b>Cat / Dog Licenses</b>
\$ 15.00	Neutered/Spayed
\$ 25.00	Non-Neutered/Spayed
\$ 15.00	Impound / Release Fee (Minimum)
\$ 10.00	Penalty for Late Licensure
\$ 3.00	Pound Fee (Daily, after the first 24 hours)
	<b>Adult Entertainment License Fees</b>
\$ 750.00	Initial Investigation Application Fee for Adult Entertainment Business License
	<b>Alcohol License Fees</b>
\$ 150.00	3.2 Beer License (Annual) Increase from \$125
\$ 50.00	Intoxicating Liquor License Investigation Fee (Individual)
\$ 100.00	Intoxicating Liquor License Investigation Fee (Corporation)
\$ 200.00	Off-Sale License Increase from \$100
\$ 500.00	Club License Increase from \$300
\$ 200.00	Wine License On-Sale Increase from \$100
\$ 75.00	Temporary On-Sale License Increased from \$25
\$ 900.00	On-Sale License for applicant who has not held a license in the city for a period of 12 full consecutive months prior to making application.
\$ 900.00	Renewal Fee for establishments with liquor sales between \$0 - \$19,999.99.
\$ 1,100.00	Renewal Fee for establishments with liquor sales between \$20,000 - \$39,999.99.
\$ 1,300.00	Renewal Fee for establishments with liquor sales between \$40,000 - \$59,999.99.
\$ 1,500.00	Renewal Fee for establishments with liquor sales between \$60,000 - \$79,999.99.
\$ 1,700.00	Renewal Fee for establishments with liquor sales between \$80,000 - \$99,999.99.
\$ 1,900.00	Renewal Fee for establishments with liquor sales between \$100,000 - \$119,999.99.
\$ 2,100.00	Renewal Fee for establishments with liquor sales between \$120,000 - \$139,999.99.
\$ 2,300.00	Renewal Fee for establishments with liquor sales between \$140,000 - \$159,999.99.
\$ 2,500.00	Renewal Fee for establishments with liquor sales between \$160,000 - \$179,999.99.
\$ 2,700.00	Renewal Fee for establishments with liquor sales between \$180,000 - \$199,999.99.
\$ 2,900.00	Renewal Fee for establishments with liquor sales greater than \$200,000.00.
\$ -	Sunday Liquor Surcharge

\$ 20.00	Transient Merchant Fee Increase from \$10
	<b>Fire Department Charges</b>
\$ 500.00 +	Fire Call + Cost of Supplies
Cost of Supplies +	Fire Call
\$250/hr after 1 <sup>st</sup> hr	Fire Call
\$ 500.00	Fire Department response to an auto accident
	<b>Zoning / Building Permit / Development Fees</b>
\$300 + \$20 per lot	General Development Plan Filing
\$400 + \$20 per lot	Preliminary Plat Filing
\$150 + \$20 per lot	Final Plat Filing
\$ 375	Variance Application
\$ 250	Conditional Use Permit Application
\$ 375	Zoning Amendment Application
As charged by County	Addressing Fee, per lot – Olmsted County
As charged by County	Addressing Fee, per lot – Fillmore County
\$ 10	Permit Application for use of a semi-trailer for storage
By Applic.	Sign Permit Application
By Applic.	Building Permit
By Applic.	Plan Review Fee
By Applic.	Mechanical Permit Fee
By Applic.	Plumbing Permit Fee
\$ 55	Water Heater Permit Fee
\$ 55	Fireplace Permit Fee
\$ 55	Roofing Permit Fee
\$ 55	Siding Permit Fee
\$ 55	Furnace Permit Fee (\$5.00 State Surcharge is included)
\$ 55	Air Conditioner Permit Fee (\$5.00 State Surcharge is included)
\$ 55	Install Gas Pipeline Fee (\$5.00 State Surcharge is included)
\$ 55	Mfg. Home Demolition (\$5.00 State Surcharge is included)
\$ 55	Window / Door Replacement Fee (\$5.00 State Surcharge is included)
\$ 55	Demolition Permits
	<b>Administrative Fines</b>
\$ 100.00	Prohibited damage or destruction of trees/flora
\$ 100.00	Unauthorized services and meter tampering
\$ 100.00	Unlawful deposit of waste or refuse
\$ 50.00	Dog or Cat Licenses; certain animals prohibited
\$ 25.00	Number of Dogs/Cats exceeding the number allowed

\$	25.00	Animals running at large
\$	25.00	Interference with apprehension of animals/tampering with impound
\$	25.00	Animal Causing Disturbance
\$	50.00	Abusing animals
\$	50.00	Condition of premises; Excrement
\$	25.00	U-turns prohibited at certain intersections (Main & First, Second, Third & Fourth)
\$	50.00	Violation of traffic control devices
\$	100.00	Violation of traffic control devices in a manner endangering public safety
\$	50.00	Curfew violation (juvenile petty offense)
\$	50.00	Legal Guardian allowing curfew violation
\$	50.00	Excessive noise prohibited, generally
\$	50.00	Loud Parties prohibited
\$	100.00	Public Nuisance, generally
\$	100.00	Discharging firearms in city
\$	50.00	Violation of building codes, including permits, fees, etc.
\$	25.00	Location/permanent use: parking recreational equipment on city streets, 48 hour limit
\$	25.00	Winter Parking Violation
		<b>Police Administration</b>
\$	10.00	Fingerprinting Applicant Card (Includes up to 2 cards for fee)
\$	150.00	Standard Tow and Impound
\$	Actual Cost	Extra Tow charge (any tow beyond standard)
\$	20.00	Impound Fee (for any extra tow)
\$	10.00	Storage-per day (after 1 <sup>st</sup> 24 hours)
\$	Free	Copy of Reports: Less than 10 pages
\$	.25 per page	Copy of Reports: 10 – 100 pages
\$	Actual Cost	Copy of Reports: More than 100 pages (per statute)
\$	20.00	Copy of Video Tape
\$	15.00	Copy of DVD
\$	10.00	Copy of Video Recording

Section 2. This ordinance shall be effective 30 days following its publication.

Passed and adopted by the City Council of the City of Chatfield, Minnesota, this 13th day of December, 2021.

\_\_\_\_\_  
Attest: Its City Clerk

\_\_\_\_\_  
Its Mayor

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INTEROFFICE MEMORANDUM

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**TO:** CHATFIELD CITY COUNCIL  
**FROM:** BRIAN BURKHOLDER, SCS  
**SUBJECT:** GRADE INCREASE/MITCH IRISH  
**DATE:** 10/12/2021

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**Action Requested:** To consider my recommendation to promote Mitch Irish to Senior Maintenance Worker / Assistant Wastewater Operator and to set his pay at Grade 6, Minimum Step.

**Background:** Mitch Irish is a very valuable asset to our public works staff and is experienced in all areas. As well as being a good wastewater operator, he has a class D water license and vast knowledge as well. Mitch is our main equipment operator including equipment maintenance which he takes great pride in. As well, Mitch has always been available especially in emergency situations and can see "outside the box."

At some point in the future, I expect Mitch to attain his Class B wastewater license, at which time I plan to recommend that he be promoted to Assistant Wastewater Operator – B, which is a Grade 7 wage position. My reasoning for the increase is to get Mitch to a Class B operator so we are covered for operators for the foreseeable future.

While Mitch will always have a focus on wastewater, his other skills should be recognized by having him take on more responsibility with street maintenance. I would like him to assist me by taking the lead on all street related tasks that need completing, such as potholes, durapatching, street signs, traffic signs, streetlights, trees, sidewalks, catch basins, storm. These tasks would be completed by the whole crew, but Mitch would take the lead on getting tasks scheduled and completed. With that in mind, I am recommending that this promotion be

approved effective November 6<sup>th</sup>. Currently, Mitch is at Grade 4, Step 6, and, while this represents only a slight increase in pay at this time, it does represent a higher potential for him in the future years.

I have presented this consideration to the committee a year or so ago, with the idea that Mitch would receive his Class B wastewater license and with that, to also include Lead Street Maintenance to this job description. With COVID, there hasn' t been a good opportunity to take the proper classes in preparation for the Class B test but I hope that will change in the near future.

Brian Burkholder

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INTEROFFICE MEMORANDUM

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**TO:** Council Members  
**FROM:** Brian Burkholder, SCS  
**SUBJECT:** MDS Ultra-grip Grapple  
**DATE:** 10/20/2021

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**Action Requested:** Looking for council's approval for the purchase of a MDS Ultra-Grip Grapple to be installed on the new John Deere loader bucket.

**Background:** I presented this item at the 2 previous Public Works Committee's and was directed to receive quotes for other styles of grapples, to demonstrate the City of Eyota's identical grapple and to also look at Ferguson Equipment in St Charles for any used grapples.

After reviewing all options into purchasing a grapple that would best work for our department moving logs, brush, and compost at the dump and also with trimming trees and removing trees during storm events, I recommend the purchase of the MDS Ultra-Grip Grapple from RDO for a cost of \$8,300.

Thank you for your time,  
Brian Burkholder

**JOHN DEERE**

## Retail Purchase Order

RDO Equipment Co.  
1236 60th Avenue NW Office A  
Rochester MN, 55901  
Phone: (507) 282-8888 - Fax: (507) 282-9079

Bill To:  
CITY OF CHATFIELD  
21 2ND ST SE  
CHATFIELD, MN, 559231296  
FILLMORE ()  
(507) 867-3810

Purchase Order Date: 9/2/2021  
Purchase Order #: 1481618  
Purchaser Account #: 3810023  
Customer Sales Tax Exempt #: Exempt

Customer Purchaser Type: Governmental - City/Town/Village  
Customer Market Use: Earth Moving - Non-Residential  
Location of First Working Use: CHATFIELD, MN, 559231296  
Dealer Account Number: 178712  
Compact CE Sales Professional: Nate Jensen  
Phone: (507) 282-8888  
Fax:  
Email: njensen@rdoequipment.com

### Comments

Install for bucket brackets at MDS is \$475 + freight both ways. Best option for install is to have a local fabricator weld the brackets on. In that scenario, MDS will provide an instruction manual for the install.

### Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2021 MDS MFG Ultra-grip Grapple	\$8,300.00
Equipment Subtotal:				\$8,300.00

### Purchase Order Totals

Balance:	\$8,300.00
Total Taxable Amount:	\$0.00
MN STATE TAX:	\$0.00
MN SPECIAL TAX:	\$0.00
Sales Tax Total:	\$0.00
Sub Total:	\$8,300.00
Cash with Order:	\$0.00
Balance Due:	\$8,300.00

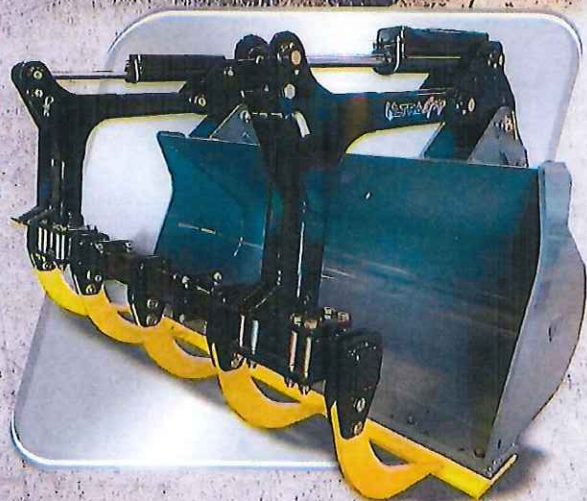
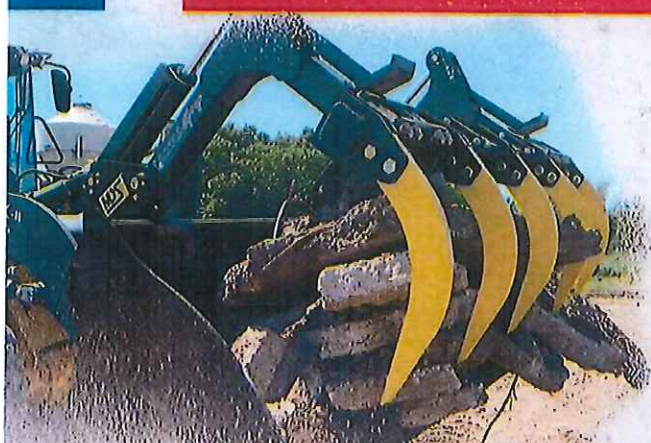
# ULTRA *Grip*

US Patent 9,169,614



## YOUR BUCKET...OUR GRAPPLE

CAT, DEERE, CASE, JRB, JCB, VOLVO, MANITOU BUCKETS AND MORE



**The MDS Ultra-Grip Grapple** with patented Attachable Grapple Mounting System is the preferred retrofit grapple for your wheel loader and telehandler bucket. Safe, easy removal and installation of the grapple using a single ACME Jack Screw per side.

- Factory installed on 2.0 – 3.75yd buckets
- Anodized, greaseable, replaceable pins
- 3" x 19" Double cushioned cylinders
- 5-Tine with split capability (T-1 A514)
- Over 11,000 lbs. of clamping force
- Flip up parking stands when not in use

Built with the same heavy-duty construction and tested with the diligence you have come to expect from MDS Manufacturing. Ask about the optional Stucchi Hydraulic Multi-Coupler.

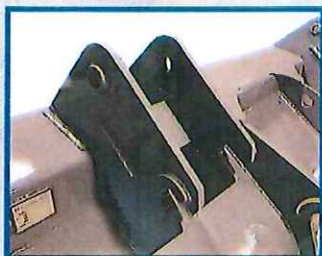


**MDS**  
MANUFACTURING CO., INC.



The all new MDS Ultra-Grip Grapple with patented Attachable Grapple Mounting System technology is available to all current MDS dealers. This is the grapple that machine owners have been asking for.

Call your dealer to schedule an appointment to have this premium grapple factory installed on your bucket. Experience a simple, safe, quick method to remove the grapple from your bucket and be able to reattach it in the same manner. For farm, feedlot, dairy, construction, forestry and worksite applications.



Grapple mounts are welded to your bucket at MDS.



MDS is an advocate of grease and recommends good maintenance practices.



Flip up parking stands do not need to be removed when parking the grapple.



Sixteen (16) Grade 8 Bolts are used to keep the cross tube from sliding side to side.



The patented Acme Threaded Jack Screw is used to adjust the retaining pin for easy removal.



MDS furnishes a custom made wrench used to adjust the Acme Threaded Jack Screw.

**MDS has owned the bucket/grapple market since 1976. For a complete new bucket and grapple combination ask about the Intimidator line of buckets and grapples from MDS.**

**LEADING THE WAY WITH QUALITY**

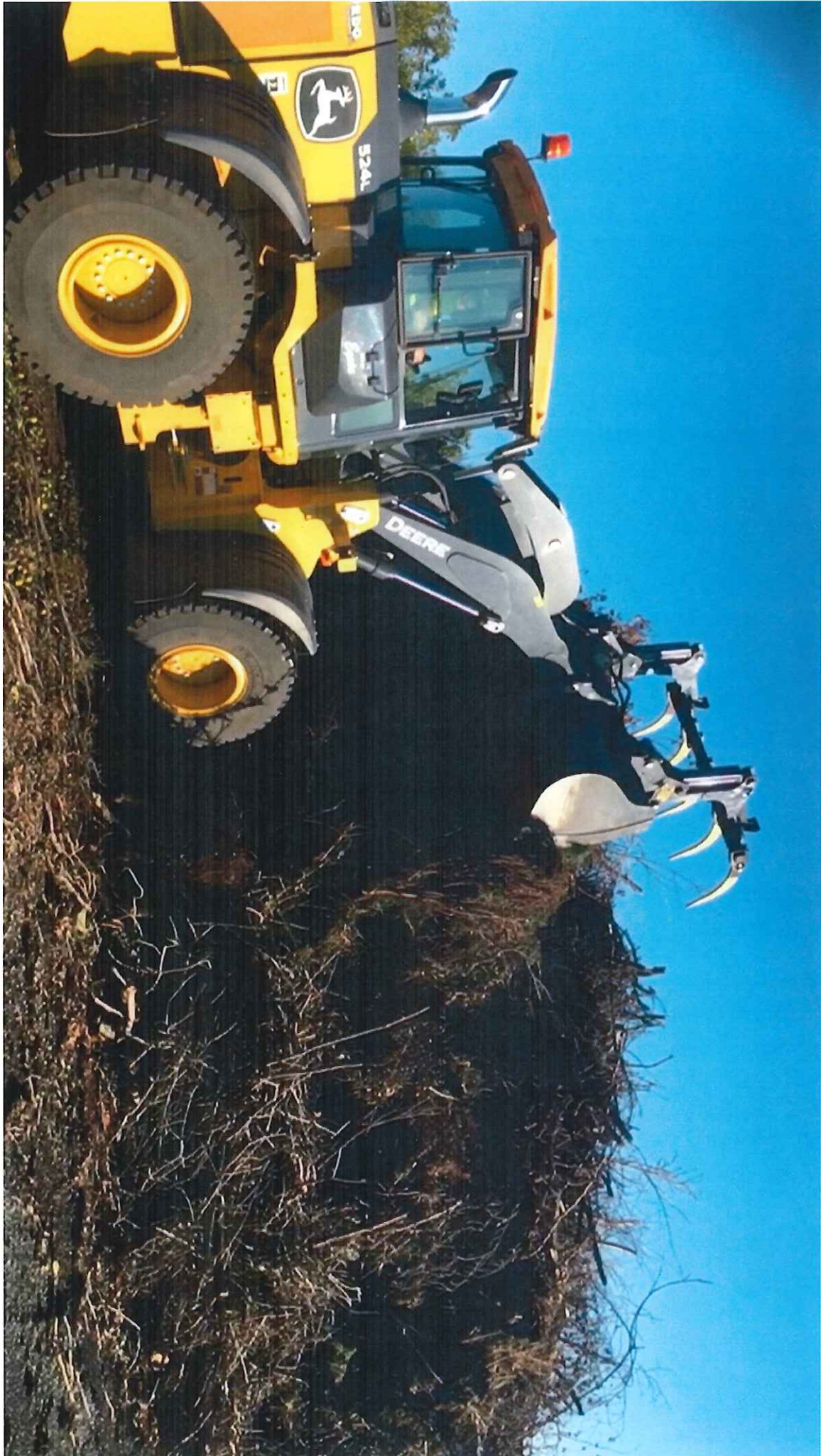


Eyota

September 21 8:30 AM



Edit All Photos

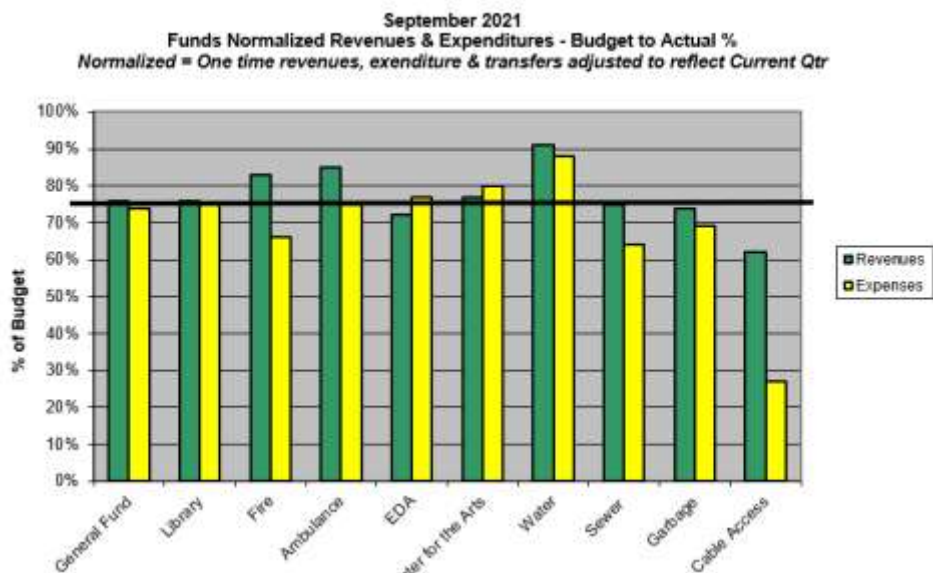


To: Joel Young  
 From: Kay Coe  
 Date: October 14, 2021

*3<sup>rd</sup> Quarter Financial Report - 2021*

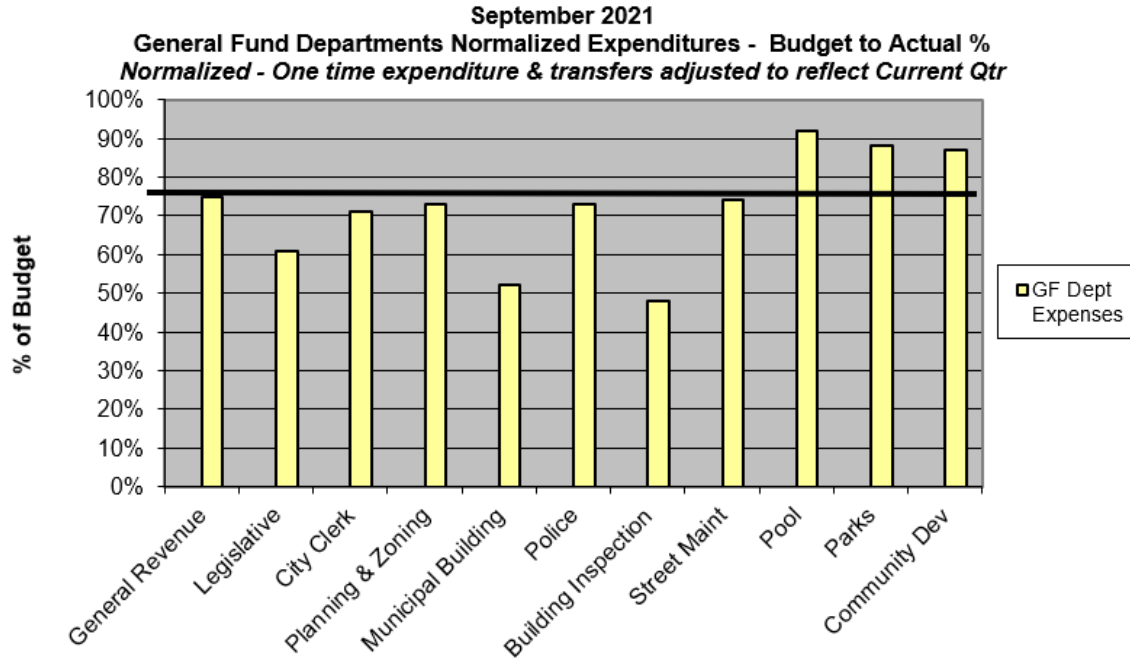
## REVENUES & EXPENDITURES (NORMALIZED) BUDGET TO ACTUAL

This chart displays the normalized 2021 fund revenue and expense activity compared to the 2021 budget predictions for the budget adopted in December of 2020.



- The revenue and expense activity has been normalized meaning one-time revenues, expenses and administrative activity like transfers have been adjusted to reflect being in the third quarter of the year.
- The target for third quarter is for revenues to be at or above 75% and for expenses to be at or below 75% of budget predictions.
- Overall, the normalized fund revenues and expensed are in line with typical third quarter activity.
  - The water fund revenues are above budget predictions. \$13,000 dollars have been collected for access development charges and \$3,700 was received for well sealing activity. Neither of these revenue collections were included in the budget predictions.
  - The water fund expenditures exceeded budget predictions as of third quarter. The main variances are in the repairs and maintenance line which includes a couple water main break repairs as well as the expense of abandoning the service in the alley.
- The cable access fund revenues and expenditures are below budget predictions.
  - For revenues, the sponsorship revenue is below predictions.
  - The vacant position has resulted in the salary and benefit related line items being less than predicted.

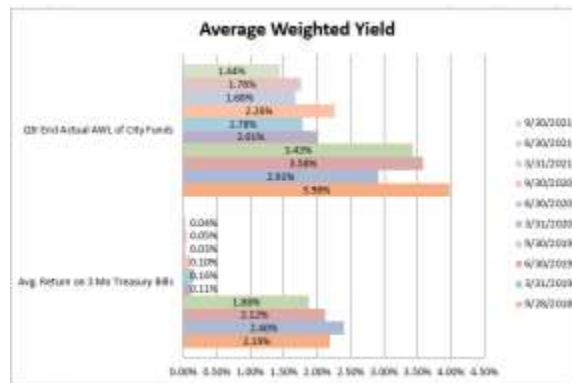
This chart displays the normalized 2021 **general fund department** expense activity compared to the 2021 budget predictions for the budget adopted in December of 2020.



- The expense activity for the departments in the general fund has also been normalized, meaning one-time expenses and administrative activity like transfers have been adjusted to reflect being in the third quarter of the year.
- The target for third quarter is for expenses to be at or below 75% of budget predictions.
- Overall, the normalized general fund department expenses are in line with typical third quarter activity.
- A few items to note;
  - Invoices have not yet been received from Widseth for engineering fees, the Planning & Zoning professional fees are under budget by \$22,000 and the Street Department is under budget by \$9,750.
  - The municipal building expenditures being underbudget relates to reduced cleaning services paid for contracted services through the pandemic period.
  - The parks department overage relates to seasonal part time salaries, and a change in health insurance benefit election made during open enrollment that was not known at budgeting time.
  - The community development expenses reflect a \$2,000 overage which includes the community survey tool.

#### INVESTMENT PERFORMANCE TRENDS & DATA

This chart displays the average weighted yield of the City's cash and investments along with the average return on 3 month treasury bills..



- The goal is to exceed the average return of 3 month treasury bills. The actual average weighted yield has exceeded the goal continuously since tracking started in June of 2008. For third quarter 2021 the actual yield was 1.44%. The 3 month treasury bills return was 0.04% as of September 30, 2021. The City's investments continue to be earning interest at a rate above the 3 month treasury's yield. For third quarter goal was exceeded by 1.40 %.

The next investment trend chart is informational and shows the percentage of the City's funds by institution for the past three years.

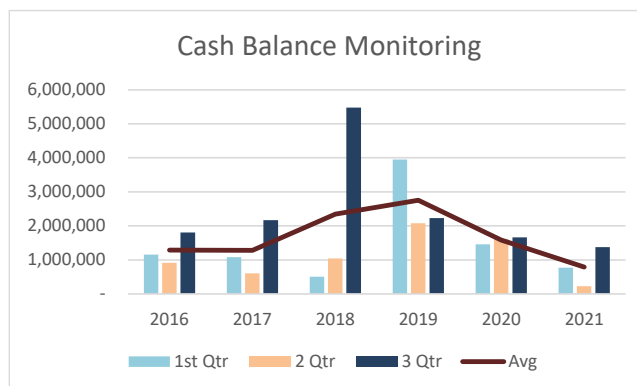


This investment trend chart is informational it shows the % of portfolio by time of maturity. The time to maturity information is helpful in making decisions about what maturities to select when purchasing investments for cash flow.



### CASH & INVESTMENT BALANCE TRENDS

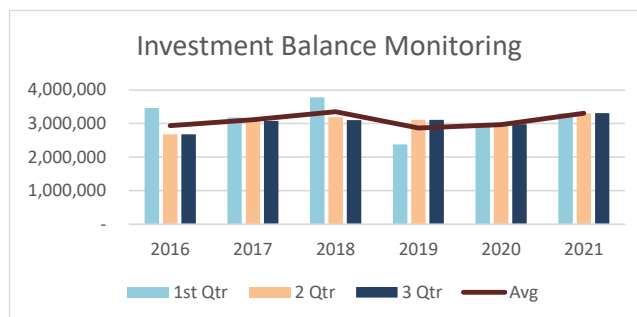
Following is a chart that is used to monitor the cash balance trends.



And the supporting data in a table view

Cash - Current Value					
Year	1st Qtr	2 Qtr	3 Qtr	Avg	
2016	1,157,679	910,563	1,805,033	1,291,092	
2017	1,083,729	602,467	2,165,354	1,283,850	
2018	509,718	1,040,007	5,477,290	2,342,338	
2019	3,948,122	2,077,407	2,231,855	2,752,461	
2020	1,460,283	1,615,677	1,661,235	1,579,065	
2021	773,532	225,102	1,372,418	790,351	

Following is a chart that is used to monitor the investment balance trends.



And the supporting data in a table view

Investment Balance - Original Value					
Year	1st Qtr	2 Qtr	3 Qtr	Avg	
2016	3,463,713	2,679,839	2,680,997	2,941,516	
2017	3,180,804	3,080,804	3,080,804	3,114,137	
2018	3,780,818	3,185,810	3,102,491	3,356,373	
2019	2,381,477	3,110,245	3,110,238	2,867,320	
2020	2,910,154	3,010,116	2,982,116	2,967,462	
2021	3,306,102	3,306,102	3,310,581	3,307,595	

Following is a detailed listing of the CD's, Bonds, checkbook and money market balances that supports the % of Portfolio by time to maturity chart on page 4.

										Market Value 9/30/2021	
#	DESCRIPTION	Original Value	Rate	Purch Date	Mat Date	Mo to Mat	Current Date	Apprx Time Elapsed (in Years)	Current Value		
	FM - APY	476					9/30/2021		475.93		
	NLND C 3	8,373					9/30/2021		8,374		
	RRSB - A	1,344,786					9/30/2021		1,363,568		
140420X47	CD - CAP	96,000	2.30%	02/23/17	02/23/22	5	9/30/2021	5	96,856	0-6 MO	1,469,274.29
87164X-PZ-3	SYNCHRO	100,007	2.40%	04/07/16	04/07/22	7	9/30/2021	5	101,196		
87165E-TD-9	SYNCHRO	113,000	2.45%	05/17/19	05/17/22	8	9/30/2021	2	114,693		
795450-2Y-0	SALLIE M	246,000	2.50%	05/22/19	05/23/22	8	9/30/2021	2	249,865		
20033AUN4	CD - COM	100,007	2.25%	06/30/17	06/30/22	9	9/30/2021	4	101,634		
38149M-CW-	GOLDMAN	200,000	2.10%	07/10/19	07/11/22	10	9/30/2021	2	203,182		
35737	12 MO LI	77,365	0.59%	07/20/21	07/20/22	12	9/30/2021	0	77,365		
949495-AQ-8	WELLS F	245,000	1.90%	01/13/20	01/17/23	16	9/30/2021	2	250,449		
949763-R6-5	WELLS F	140,000	1.88%	01/17/20	01/17/23	16	9/30/2021	2	143,114	7-18 MO	1,241,497
35529	60 MO LI	85,916	2.27%	05/07/18	05/07/23	20	9/30/2021	3	92,504		
075663-TM-6	BECKER I	99,286	2.10%	02/23/16	02/01/24	29	9/30/2021	6	101,421	19-30 MO	193,925
843879-DC-8	SOUTHER	107,000	0.50%	05/22/20	06/12/24	33	9/30/2021	1	106,816	31-42 MO	106,816
856285-TQ-4	STATE BK	242,000	1.10%	05/18/20	05/28/25	44	9/30/2021	1	245,357		
33847E-3L-9	FLAGSTA	104,000	0.80%	05/29/20	05/29/25	44	9/30/2021	1	104,315		
702091	60 MO - F	50,000	1.21%	6/8/2020	6/8/2025	45	9/30/2021	1	50,756		
35668	60 MO 1.	50,000	1.12%	06/09/20	06/09/25	45	9/30/2021	1	50,751		
35671	60 MO 1.	425,000	1.64%	06/30/20	06/30/25	45	9/30/2021	1	433,817		
73319F-AS-8	POPPY B	200,000	1.10%	03/19/20	09/19/25	48	9/30/2021	2	202,760		
702108	60 MO - F	130,000	1.00%	10/21/2020	10/21/2025	49	9/30/2021	1	130,975	43-54 MO	1,218,730
702127	60 MO - F	250,000	0.75%	3/3/2021	3/3/2026	60	9/30/2021	1	250,946		
702128	60 MO - F	250,000	0.75%	3/3/2021	3/3/2026	60	9/30/2021	1	250,946	55-66 MO	501,892
										4,732,133.96	4,732,133.96

This is the summarized totals of the detailed shown above which is used for the average weighted yield calculation and the % of portfolio by Institution calculation.

Orig Value	Curr Value	Orig Value	Curr Value		
<b>CB / Money Markets</b>		<b>CD's / Bonds</b>		<b>Total Cur Value</b>	
476	476	680,000	683,623	684,099	F/M
8,373	8,374	1,992,300	2,021,657	2,030,031	Northland
1,344,786	1,363,568	638,281	654,437	2,018,004	RRSB
-	-	-	-	-	Smith Bar
<b>1,353,635</b>	<b>1,372,418</b>	<b>3,310,581</b>	<b>3,359,716</b>	<b>4,732,134</b>	<b>Subtotal</b>
				<b>4,732,134</b>	<b>TOTAL</b>

This is supporting work / table view (chart view on page 3) for the average weighted yield.

<b>1.48%</b>	Average Weighted Yield - CD's & Bonds		
<b>1.39%</b>	Average Weighted Yield - Checkbook & Money Markets		
<b>1.44%</b>	<b>AVERAGE WEIGHTED YIELD - COMBINED</b>		
<b>0.04%</b>	Goal of Average Weighted Yield is to exceed Average return on 3		

And the supporting work / table view (chart view on page 3) of the % of portfolio by Institution.

<b>% Of Portfolio by Institution - Orig Value</b>			
<b>14.59%</b>	F/M Community Bank		
<b>42.89%</b>	Northland		
<b>42.52%</b>	Root River State Bank		
<b>0.00%</b>	Smith Barney		

And the supporting work / table view (chart view on page 3) of the % of portfolio by time to Maturity.

<b>% of Portfolio by time to Maturity - Cur Value</b>			
<b>31.05%</b>	0 - 6 Months		
<b>26.24%</b>	7 - 18 Months		
<b>4.10%</b>	19 - 30 Months		
<b>2.26%</b>	31 - 42 Months		
<b>25.75%</b>	43 - 54 Months		
<b>10.61%</b>	55 - 66 Months		
<b>0.00%</b>	67 - 78 Months		
<b>0.00%</b>	79 - 90 Months		
<b>0.00%</b>	91 - 102 Months		
<b>0.00%</b>	103 - 114 Months		
<b>0.00%</b>	115 - 126 Months		
<b>100.00%</b>			

A detailed listing of normalized revenue and expense activity is included on the following pages for your reference.

If you have any questions or would like additional information let me know.

Thank you.



Exported from Banyon to .csv & Normalized  
Adjusted to 50% - Tax Settlements, Special Assessments, Annual Exp Payments  
151-Workers Comp, 328-General Services Charge, 360-Insurance, 450-Capital Goods,  
7XX Transfers

	2021 Budget	2021 MNLZD YTD Amt	% of Budget
<b>Fund 100 GENERAL FUND</b>			
<b>Revenues</b>	<b>\$2,761,726.00</b>	<b>\$2,108,462.36</b>	<b>76%</b>
<b>Expenditures</b>	<b>\$2,761,726.00</b>	<b>\$2,048,623.93</b>	<b>74%</b>
<b>Dept 41000 General Revenue</b>	<b>2021 Budget</b>	<b>2021 NMLZD</b>	<b>%</b>
R 100-41000-31010 Current Ad Valorem Taxes	\$1,604,439	\$1,203,329	75%
R 100-41000-31020 Delinquent Ad Valorem Taxes	\$0	\$6	0.00%
R 100-41000-31900 Penalties and Interest DelTax	\$0	\$0	0.00%
R 100-41000-33401 Local Government Aid	\$840,269	\$630,202	75%
R 100-41000-33402 Market Value Credit	\$0	\$0	0.00%
R 100-41000-33405 PERA Aid	\$1,677	\$1,258	75%
R 100-41000-34020 General Services Charge	\$127,316	\$95,487	75%
R 100-41000-36210 Interest Earnings	\$12,000	\$9,000	75%
R 100-41000-37940 Cash Over	\$0	\$0	0.00%
R 100-41000-39201 Transfer In	\$0	\$0	0.00%
<b>Dept 41000 General Revenue</b>	<b>\$2,585,701</b>	<b>\$1,939,282</b>	<b>75%</b>
E 100-41000-431 Cash Short	\$0	\$1	0.00%
E 100-41000-700 Transfers (GENERAL)	\$0	\$0	0.00%
E 100-41000-721 T.O. - Library Fund	\$176,604	\$132,453	75%
E 100-41000-723 T.O. - Ambulance Fund	\$71,450	\$53,588	75%
E 100-41000-726 T.O. - EDA	\$50,000	\$37,500	75%
E 100-41000-734 T.O.Fire	\$65,405	\$49,054	75%
E 100-41000-750 T.O. - 2016A (335)	\$75,000	\$56,250	75%
E 100-41000-756 T.O. - Center for the Arts	\$71,000	\$53,250	75%
E 100-41000-762 T.O. - CCTV	\$16,500	\$12,375	75%
<b>Dept 41000 General Revenue</b>	<b>\$525,959</b>	<b>\$394,470</b>	<b>75%</b>
<b>Dept 41100 Legislative</b>	<b>2021 Budget</b>	<b>2021 NMLZD</b>	<b>%</b>
R 100-41100-34100 Filing Fee	\$0	\$0	0.00%
R 100-41100-36260 Insurance Dividend	\$0	\$0	0.00%
R 100-41100-39201 Transfer In	\$0	\$0	0.00%
R 100-41100-39550 Refunds   Rebates	\$0	\$22	0.00%
R 100-41100-39560 Reimbursement	\$0	\$0	0.00%
<b>Dept 41100 Legislative</b>	<b>\$0</b>	<b>\$22</b>	<b>0%</b>
E 100-41100-103 Part-Time Employees	\$22,500	\$16,725	74.33%
E 100-41100-121 PERA	\$350	\$243	69.47%
E 100-41100-122 FICA	\$1,000	\$735	73.53%
E 100-41100-125 Medicare	\$325	\$243	74.62%
E 100-41100-151 Worker s Comp Insurance Prem	\$150	\$66	44%
E 100-41100-152 Clothing	\$0	\$0	0.00%
E 100-41100-200 Office Supplies (GENERAL)	\$400	\$0	0.00%
E 100-41100-205 Service Incentives/Rewards	\$600	\$0	0.00%
E 100-41100-208 Training and Instruction	\$200	-\$50	-24.75%
E 100-41100-212 Vehicle Operating Supplies	\$200	\$0	0.00%
E 100-41100-240 Small Tools and Minor Equip	\$0	\$37	0.00%
E 100-41100-300 Promotional Expense	\$0	\$0	0.00%
E 100-41100-304 Legal Fees	\$10,000	\$5,960	59.60%
E 100-41100-309 Conference Expense	\$2,500	\$99	3.96%
E 100-41100-310 Other Professional Services	\$0	\$0	0.00%
E 100-41100-312 Recording Fees	\$0	\$0	0.00%



**Exported from Banyon to .csv & Normalized**  
**Adjusted to 50% - Tax Settlements, Special Assessments, Annual Exp Payments**  
**151-Workers Comp, 328-General Services Charge, 360-Insurance, 450-Capital Goods,**  
**7XX Transfers**

	2021 Budget	2021 MNLZD YTD Amt	% of Budget
E 100-41100-322 Postage	\$0	\$0	0.00%
E 100-41100-331 Travel Expenses	\$500	\$0	0.00%
E 100-41100-350 Print/Binding (GENERAL)	\$2,500	\$1,649	65.95%
E 100-41100-360 Insurance (GENERAL)	\$0	\$0	0.00%
E 100-41100-430 Miscellaneous (GENERAL)	\$1,000	\$409	40.95%
E 100-41100-433 Dues and Subscriptions	\$11,000	\$6,414	58%
E 100-41100-435 Licences, Permits and Fees	\$288	\$444	154.17%
E 100-41100-438 Internet Expenses	\$0	\$0	0.00%
E 100-41100-755 T.O. - City Car	\$1,000	\$500	50.00%
<b>Dept 41100 Legislative</b>	<b>\$54,513</b>	<b>\$33,474</b>	<b>61%</b>

<b>Dept 41200 Historical Society</b>	2021 Budget	2021 NMLZD	%
R 100-41200-39201 Transfer In	\$0	\$0	0.00%
<b>Dept 41200 Historical Society</b>	<b>\$0</b>	<b>\$0</b>	<b>0%</b>
E 100-41200-450 Capital Goods Charge	\$900	\$675	75%
<b>Dept 41200 Historical Society</b>	<b>\$900</b>	<b>\$675</b>	<b>75%</b>

<b>Dept 41410 Elections</b>	2021 Budget	2021 NMLZD	%
R 100-41410-36200 Miscellaneous Revenues	\$0	\$0	0.00%
R 100-41410-39205 Transfer In	\$0	\$0	0.00%
R 100-41410-39550 Refunds   Rebates	\$0	\$0	0.00%
R 100-41410-39560 Reimbursement	\$0	\$0	0.00%
<b>Dept 41410 Elections</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0%</b>
E 100-41410-103 Part-Time Employees	\$4,400	\$0.00	0.00%
E 100-41410-122 FICA	\$0	\$0	0.00%
E 100-41410-125 Medicare	\$0	\$0	0.00%
E 100-41410-151 Worker s Comp Insurance Prem	\$0	\$0	0.00%
E 100-41410-210 Operating Supplies (GENERAL)	\$200	\$0	0.00%
E 100-41410-310 Other Professional Services	\$0	\$0	0.00%
E 100-41410-322 Postage	\$0	\$0	0.00%
E 100-41410-331 Travel Expenses	\$300	\$0	0.00%
E 100-41410-350 Print/Binding (GENERAL)	\$100	\$0.00	0.00%
E 100-41410-430 Miscellaneous (GENERAL)	\$0	\$0	0.00%
<b>Dept 41410 Elections</b>	<b>\$5,000.00</b>	<b>\$0.00</b>	<b>0%</b>

<b>Dept 41500 City Clerk</b>	2021 Budget	2021 NMLZD	%
R 100-41500-32110 Alcoholic Beverages	\$9,000	\$5,475	61%
R 100-41500-34000 Charges for Services	\$75	\$117	155.47%
R 100-41500-34301 Administration Fees	\$0	\$60	0.00%
R 100-41500-36200 Miscellaneous Revenues	\$0	\$70	0.00%
R 100-41500-36201 Sale Of Merchandise	\$0	\$0	0.00%
R 100-41500-36260 Insurance Dividend	\$200	\$150	75%
R 100-41500-39201 Transfer In	\$0	\$0	0.00%
R 100-41500-39550 Refunds   Rebates	\$0	\$78	0.00%
R 100-41500-39560 Reimbursement	\$5,000	\$3,787	76%
<b>Dept 41500 City Clerk</b>	<b>\$14,275.00</b>	<b>\$9,736.70</b>	<b>68%</b>
E 100-41500-101 Full-Time Employees Regular	\$294,000	\$210,227	71.51%
E 100-41500-103 Part-Time Employees	\$21,000	\$15,987	76.13%
E 100-41500-121 PERA	\$22,000	\$16,949	77.04%



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**Adjusted to 50% - Tax Settlements, Special Assessments, Annual Exp Payments**  
**151-Workers Comp, 328-General Services Charge, 360-Insurance, 450-Capital Goods,**  
**7XX Transfers**

	2021 Budget	2021 MNLZD YTD Amt	% of Budget
E 100-41500-122 FICA	\$17,000	\$13,458	79.17%
E 100-41500-125 Medicare	\$4,200	\$3,148	74.94%
E 100-41500-131 Employer Paid Health	\$31,000	\$21,317	68.76%
E 100-41500-134 Employer Paid Life	\$95	\$74	77.47%
E 100-41500-136 Employer Paid H.S.A.	\$15,000	\$10,500	70.00%
E 100-41500-151 Worker s Comp Insurance Prem	\$4,500	\$1,556	35%
E 100-41500-152 Clothing	\$1,100	\$561	51%
E 100-41500-200 Office Supplies (GENERAL)	\$3,500	\$1,328	37.95%
E 100-41500-208 Training and Instruction	\$3,500	\$1,704	48.69%
E 100-41500-210 Operating Supplies (GENERAL)	\$4,000	\$2,598	64.95%
E 100-41500-212 Vehicle Operating Supplies	\$600	\$53	8.86%
E 100-41500-240 Small Tools and Minor Equip	\$700	\$626	89.45%
E 100-41500-301 Auditing and Acctg Services	\$12,500	\$7,725	62%
E 100-41500-309 Conference Expense	\$7,000	\$2,731	39.02%
E 100-41500-310 Other Professional Services	\$5,900	\$5,473	92.76%
E 100-41500-320 Communications (GENERAL)	\$3,250	\$2,108	64.87%
E 100-41500-321 Telephone	\$6,500	\$3,038	46.74%
E 100-41500-322 Postage	\$1,900	\$507	26.67%
E 100-41500-323 Administration Expense	\$25	\$18	73.40%
E 100-41500-331 Travel Expenses	\$150	\$0	0.00%
E 100-41500-350 Print/Binding (GENERAL)	\$400	\$219	54.72%
E 100-41500-360 Insurance (GENERAL)	\$5,500	\$3,796	69%
E 100-41500-364 Claims Deductible	\$0	\$0	0.00%
E 100-41500-403 Prev. Maint. Agreements	\$11,100	\$9,534	85.89%
E 100-41500-404 Repairs/Maint Equipment	\$4,700	\$1,364	29.02%
E 100-41500-430 Miscellaneous (GENERAL)	\$500	\$270	53.91%
E 100-41500-433 Dues and Subscriptions	\$1,900	\$1,878	98.85%
E 100-41500-435 Licences, Permits and Fees	\$864	\$3,151	364.71%
E 100-41500-438 Internet Expenses	\$17,500	\$14,078	80.45%
E 100-41500-727 T.O. - Shared Tech	\$7,300	\$5,475	75%
E 100-41500-755 T.O. - City Car	\$800	\$600	75%
E 100-41500-810 Refund	\$0	\$0	0.00%
<b>Dept 41500 City Clerk</b>	<b>\$509,984</b>	<b>\$362,051</b>	<b>71%</b>

<b>Dept 41910 Planning and Zoning</b>	<b>2021 Budget</b>	<b>2021 NMLZD</b>	<b>%</b>
R 100-41910-32220 Variance CUP Plat Address Fees	\$750	\$2,520	336%
R 100-41910-33416 Training Reimbursement	\$0	\$0	0.00%
R 100-41910-36260 Insurance Dividend	\$0	\$0	0.00%
R 100-41910-39205 Transfer In	\$0	\$0	0.00%
R 100-41910-39550 Refunds   Rebates	\$0	\$14	0.00%
<b>Dept 41910 Planning and Zoning</b>	<b>\$750.00</b>	<b>\$2,533.98</b>	<b>338%</b>
E 100-41910-200 Office Supplies (GENERAL)	\$0	\$0	0.00%
E 100-41910-208 Training and Instruction	\$0	\$0	0.00%
E 100-41910-240 Small Tools and Minor Equip	\$0	\$0	0.00%
E 100-41910-303 Engineering Fees	\$0	\$0	0.00%
E 100-41910-310 Other Professional Services	\$30,000	\$22,500	75%
E 100-41910-312 Recording Fees	\$250	\$172	68.80%
E 100-41910-322 Postage	\$500	\$151	30.26%
E 100-41910-323 Administration Expense	\$0	\$0	0.00%
E 100-41910-331 Travel Expenses	\$0	\$0	0.00%



**Exported from Banyon to .csv & Normalized**  
**Adjusted to 50% - Tax Settlements, Special Assessments, Annual Exp Payments**  
**151-Workers Comp, 328-General Services Charge, 360-Insurance, 450-Capital Goods,**  
**7XX Transfers**

	2021 Budget	2021 MNLZD YTD Amt	% of Budget
E 100-41910-350 Print/Binding (GENERAL)	\$500	\$229	45.73%
E 100-41910-360 Insurance (GENERAL)	\$3,800	\$2,758	73%
E 100-41910-403 Prev. Maint. Agreements	\$2,200	\$1,625	73.89%
E 100-41910-404 Repairs/Maint Equipment	\$500	\$218	43.70%
E 100-41910-430 Miscellaneous (GENERAL)	\$0	\$0	0.00%
E 100-41910-435 Licences, Permits and Fees	\$48	\$74	154.17%
E 100-41910-438 Internet Expenses	\$0	\$0	0.00%
E 100-41910-700 Transfers (GENERAL)	\$0	\$0	0.00%
E 100-41910-755 T.O. - City Car	\$0	\$0	0.00%
<b>Dept 41910 Planning and Zoning</b>	<b>\$37,798</b>	<b>\$27,728</b>	<b>73%</b>

<b>Dept 41940 Municipal Building - LOC 02</b>	2021 Budget	2021 NMLZD	%
R 100-41940-34101 Rent Revenue	\$0	\$0	0.00%
R 100-41940-36201 Sale Of Merchandise	\$0	\$32	0.00%
R 100-41940-36260 Insurance Dividend	\$150	\$113	75%
R 100-41940-39201 Transfer In	\$0	\$0	0.00%
R 100-41940-39550 Refunds   Rebates	\$0	\$0	0.00%
<b>Dept 41940 Municipal Building</b>	<b>\$150</b>	<b>\$145</b>	<b>97%</b>
E 100-41940-210 Operating Supplies (GENERAL)	\$3,500	\$1,309	37.39%
E 100-41940-240 Small Tools and Minor Equip	\$500	\$17	3.31%
E 100-41940-302 Contracted Help	\$26,000	\$5,943	22.86%
E 100-41940-310 Other Professional Services	\$1,000	\$0	0.00%
E 100-41940-360 Insurance (GENERAL)	\$3,800	\$3,107	82%
E 100-41940-380 Utility Services (GENERAL)	\$8,000	\$5,844	73.05%
E 100-41940-384 Refuse/Garbage Disposal	\$700	\$399	56.95%
E 100-41940-401 Repairs/Maint Buildings	\$15,000	\$6,665	44.43%
E 100-41940-403 Prev. Maint. Agreements	\$0	\$1,010	0.00%
E 100-41940-430 Miscellaneous (GENERAL)	\$0	\$0	0.00%
E 100-41940-437 Sales Tax - Purchases	\$0	\$3	0.00%
E 100-41940-439 Penalty	\$0	\$0	0.00%
E 100-41940-730 T.O. Muni Bldg	\$26,850	\$20,138	75%
	<b>\$85,350</b>	<b>\$44,433.67</b>	<b>52%</b>

<b>Dept 42110 Police Administration</b>	2021 Budget	2021 NMLZD	%
R 100-42110-33140 Grants	\$0	\$0	0.00%
R 100-42110-33400 State Grants and Aids	\$42,000	\$31,500	75%
R 100-42110-33414 Insurance Claims	\$0	\$0	0.00%
R 100-42110-33416 Training Reimbursement	\$4,500	\$5,657	126%
R 100-42110-33421 Ins Prem Tax-Police	\$0	\$0	0.00%
R 100-42110-34200 Public Safety Charges for Srvs	\$250	\$675	270.00%
R 100-42110-34201 Confiscation/Forfeitures	\$0	\$1,625	0.00%
R 100-42110-35100 Court Fines	\$5,000	\$1,325	26.50%
R 100-42110-35102 Parking Fines / Admin Fines	\$2,100	\$1,875	89.29%
R 100-42110-36201 Sale Of Merchandise	\$0	\$0	0.00%
R 100-42110-36230 Donations	\$0	\$0	0.00%
R 100-42110-36260 Insurance Dividend	\$1,000	\$0	0.00%
R 100-42110-39208 T.I. (Reserve Fund)	\$0	\$0	0.00%
R 100-42110-39550 Refunds   Rebates	\$0	\$36	0.00%
R 100-42110-39560 Reimbursement	\$0	\$2,840	0.00%
<b>Dept 42110 Police Administration</b>	<b>\$54,850</b>	<b>\$45,532</b>	<b>83%</b>



City of Chatfield  
\*Budget YTD Rev-Exp©

Current Period: September 2021

Exported from Banyon to .csv & Normalized  
Adjusted to 50% - Tax Settlements, Special Assessments, Annual Exp Payments  
151-Workers Comp, 328-General Services Charge, 360-Insurance, 450-Capital Goods,  
7XX Transfers

	2021 Budget	2021 MNLZD YTD Amt	% of Budget
E 100-42110-101 Full-Time Employees Regular	\$360,123	\$280,219	77.81%
E 100-42110-103 Part-Time Employees	\$17,000	\$10,338	60.81%
E 100-42110-121 PERA	\$66,751	\$50,483	75.63%
E 100-42110-122 FICA	\$150	\$331	220.95%
E 100-42110-125 Medicare	\$5,500	\$4,052	73.67%
E 100-42110-131 Employer Paid Health	\$48,921	\$38,469	78.63%
E 100-42110-134 Employer Paid Life	\$120	\$92	76.80%
E 100-42110-135 FSA Admin Fees (Emp Ben/TASC)	\$300	\$0	0.00%
E 100-42110-136 Employer Paid H.S.A.	\$9,000	\$6,750	75.00%
E 100-42110-140 Unemployment Comp (GENERAL)	\$0	\$0	0.00%
E 100-42110-151 Worker s Comp Insurance Prem	\$32,000	\$18,637.40	58.24%
E 100-42110-152 Clothing	\$2,000	\$0	0.00%
E 100-42110-153 Uniform Allowance	\$4,250	\$2,296	54.03%
E 100-42110-171 Innoculations	\$100	\$0	0.00%
E 100-42110-200 Office Supplies (GENERAL)	\$1,000	\$29	2.94%
E 100-42110-208 Training and Instruction	\$4,500	\$1,102	24.49%
E 100-42110-210 Operating Supplies (GENERAL)	\$2,000	\$728	36.40%
E 100-42110-211 Program Expenses	\$1,200	\$629	52.41%
E 100-42110-212 Vehicle Operating Supplies	\$8,000	\$4,541	56.76%
E 100-42110-218 Confiscation/Forfeitures Purch	\$800	\$306	38.23%
E 100-42110-240 Small Tools and Minor Equip	\$3,000	\$401	13.36%
E 100-42110-302 Contracted Help	\$500	\$0	0.00%
E 100-42110-304 Legal Fees	\$8,500	\$3,251	38.25%
E 100-42110-309 Conference Expense	\$0	\$0	0.00%
E 100-42110-310 Other Professional Services	\$750	\$0	0.00%
E 100-42110-311 Towing/Wrecker Fees	\$750	\$125	16.67%
E 100-42110-320 Communications (GENERAL)	\$775	\$486	62.69%
E 100-42110-321 Telephone	\$6,100	\$4,291	70.34%
E 100-42110-322 Postage	\$500	\$209	41.89%
E 100-42110-323 Administration Expense	\$0	\$20	0.00%
E 100-42110-331 Travel Expenses	\$1,500	\$0	0.00%
E 100-42110-350 Print/Binding (GENERAL)	\$300	\$0	0.00%
E 100-42110-360 Insurance (GENERAL)	\$18,500	\$11,810.47	63.84%
E 100-42110-364 Claims Deductible	\$0	\$0	0.00%
E 100-42110-380 Utility Services (GENERAL)	\$6,000	\$3,176	52.94%
E 100-42110-403 Prev. Maint. Agreements	\$8,600	\$6,502	75.60%
E 100-42110-404 Repairs/Maint Equipment	\$10,000	\$9,347	93.47%
E 100-42110-430 Miscellaneous (GENERAL)	\$0	\$0	0.00%
E 100-42110-433 Dues and Subscriptions	\$1,050	\$965	91.90%
E 100-42110-435 Licences, Permits and Fees	\$2,740	\$1,890	68.98%
E 100-42110-437 Sales Tax - Purchases	\$50	\$205	410.00%
E 100-42110-438 Internet Expenses	\$1,100	\$936	85.05%
E 100-42110-727 T.O. - Shared Tech	\$1,365	\$1,023.75	75.00%
E 100-42110-729 T.O.- Res - Police Cap Goods	\$28,800	\$21,600.00	75.00%
E 100-42110-810 Refund	\$0	\$0	0.00%
<b>Dept 42110 Police Administration</b>	<b>\$664,595</b>	<b>\$485,242</b>	<b>73%</b>

Dept 42400 Building Inspection (GENERAL)	2021 Budget	2021 NMLZD	%
R 100-42400-32210 Bldg Prmt	\$10,000.00	\$4,365.42	43.65%
R 100-42400-32212 Bldg Prmt Srchg Fee	\$2,500.00	\$829.50	33.18%



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**151-Workers Comp, 328-General Services Charge, 360-Insurance, 450-Capital Goods,**  
**7XX Transfers**

	2021 Budget	2021 MNLZD YTD Amt	% of Budget
R 100-42400-32230 Plmbg Permits	\$400.00	\$180.00	45.00%
R 100-42400-32231 Plmbg Permit Srchg Fee	\$50.00	\$10.00	20.00%
R 100-42400-32270 Mech Prmt	\$800.00	\$775.00	96.88%
R 100-42400-32271 Mech Prmt Srchg Fee	\$50.00	\$21.00	42.00%
R 100-42400-34104 Plan Review/Check Fee	\$5,000.00	\$2,662.03	53.24%
R 100-42400-34301 Administration Fees	\$0.00	\$46.90	0.00%
R 100-42400-39205 Transfer In	\$0.00	\$0.00	0.00%
R 100-42400-39550 Refunds   Rebates	\$0.00	\$6.00	0.00%
<b>Dept 42400 Building Inspection</b>	<b>\$18,800</b>	<b>\$8,896</b>	<b>47%</b>
E 100-42400-323 Administration Expense	\$0.00	\$59.91	0.00%
E 100-42400-434 Surcharge Fee	\$3,500.00	\$143.00	4.09%
E 100-42400-440 Building Inspections	\$18,000.00	\$10,104.95	56.14%
E 100-42400-441 Plan Review	\$3,000.00	\$1,444.32	48.14%
E 100-42400-810 Refund	\$0.00	\$0.00	0.00%
<b>Dept 42400 Building Inspection</b>	<b>\$24,500.00</b>	<b>\$11,752.18</b>	<b>48%</b>

<b>Dept 42500 Civil Defense</b>	2021 Budget	2021 NMLZD	%
R 100-42500-33620 Other County Grants/Aid	\$0	\$0	0.00%
R 100-42500-36260 Insurance Dividend	\$0	\$0	0.00%
<b>Dept 42500 Civil Defense</b>	<b>\$0</b>	<b>\$0</b>	<b>0%</b>
E 100-42500-331 Travel Expenses	\$0.00	\$0.00	0.00%
E 100-42500-360 Insurance (GENERAL)	\$0.00	\$0.00	0.00%
E 100-42500-404 Repairs/Maint Equipment	\$450.00	\$0.00	0.00%
E 100-42500-711 T.O.- Reserve Fund	\$2,000.00	\$1,500.00	75.00%
<b>Dept 42500 Civil Defense</b>	<b>\$2,450.00</b>	<b>\$1,500.00</b>	<b>61%</b>

<b>Dept 42700 Animal Control - LOC 01</b>	2021 Budget	2021 NMLZD	%
R 100-42700-32240 Animal Licenses	\$1,300.00	\$877.50	67.50%
R 100-42700-34109 Animal Shelter Fee	\$0.00	\$0.00	0.00%
R 100-42700-35104 Animal Fines	\$0.00	\$50.00	0.00%
<b>Dept 42700 Animal Control</b>	<b>\$1,300</b>	<b>\$928</b>	<b>71%</b>
E 100-42700-210 Operating Supplies (GENERAL)	\$300.00	\$101.20	33.73%
E 100-42700-310 Other Professional Services	\$250.00	\$0.00	0.00%
E 100-42700-322 Postage	\$0.00	\$0.00	0.00%
E 100-42700-323 Administration Expense	\$0.00	\$5.25	0.00%
E 100-42700-350 Print/Binding (GENERAL)	\$200.00	\$0.00	0.00%
E 100-42700-360 Insurance (GENERAL)	\$0.00	\$0.00	0.00%
E 100-42700-404 Repairs/Maint Equipment	\$200.00	\$0.00	0.00%
E 100-42700-430 Miscellaneous (GENERAL)	\$0.00	\$0.00	0.00%
<b>Dept 42700 Animal Control</b>	<b>\$950</b>	<b>\$106</b>	<b>11%</b>

<b>Dept 43100 Street Maintenance</b>	2021 Budget	2021 NMLZD	%
R 100-43100-33414 Insurance Claims	\$0.00	\$0.00	0.00%
R 100-43100-34000 Charges for Services	\$5,000.00	\$2,801.60	56.03%
R 100-43100-34112 County Road Maintenance Fee	\$2,100.00	\$1,553.61	73.98%
R 100-43100-36200 Miscellaneous Revenues	\$400.00	\$0.00	0.00%
R 100-43100-36201 Sale Of Merchandise	\$0.00	\$362.85	0.00%
R 100-43100-36230 Donations	\$0.00	\$0.00	0.00%
R 100-43100-36260 Insurance Dividend	\$400.00	\$300.00	75.00%
R 100-43100-39208 T.I. (Reserve Fund)	\$0.00	\$0.00	0.00%



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	2021 Budget	2021 MNLZD YTD Amt	% of Budget
R 100-43100-39550 Refunds   Rebates	\$0.00	\$2.93	0.00%
R 100-43100-39560 Reimbursement	\$0.00	\$0.00	0.00%
<b>Dept 43100 Street Maintenance</b>	<b>\$7,900.00</b>	<b>\$5,020.99</b>	<b>64%</b>
E 100-43100-101 Full-Time Employees Regular	\$81,000.00	\$63,385.70	78.25%
E 100-43100-103 Part-Time Employees	\$12,000.00	\$4,755.66	39.63%
E 100-43100-121 PERA	\$6,000.00	\$4,753.94	79.23%
E 100-43100-122 FICA	\$5,500.00	\$4,156.49	75.57%
E 100-43100-125 Medicare	\$1,400.00	\$972.09	69.44%
E 100-43100-131 Employer Paid Health	\$6,200.00	\$4,708.92	75.95%
E 100-43100-134 Employer Paid Life	\$30.00	\$23.04	76.80%
E 100-43100-136 Employer Paid H.S.A.	\$3,000.00	\$2,250.00	75.00%
E 100-43100-151 Worker s Comp Insurance Prem	\$3,500.00	<b>\$7,214.90</b>	<b>206.14%</b>
E 100-43100-152 Clothing	\$800.00	\$872.34	109.04%
E 100-43100-171 Innoculations	\$0.00	\$0.00	0.00%
E 100-43100-200 Office Supplies (GENERAL)	\$200.00	\$0.00	0.00%
E 100-43100-208 Training and Instruction	\$900.00	\$250.00	27.78%
E 100-43100-210 Operating Supplies (GENERAL)	\$21,000.00	\$4,835.55	23.03%
E 100-43100-212 Vehicle Operating Supplies	\$16,000.00	\$6,419.82	40.12%
E 100-43100-240 Small Tools and Minor Equip	\$5,000.00	\$2,003.74	40.07%
E 100-43100-303 Engineering Fees	\$13,000.00	\$0.00	0.00%
E 100-43100-304 Legal Fees	\$0.00	\$0.00	0.00%
E 100-43100-310 Other Professional Services	\$500.00	\$605.79	121.16%
E 100-43100-320 Communications (GENERAL)	\$700.00	\$0.00	0.00%
E 100-43100-321 Telephone	\$1,200.00	\$1,870.83	155.90%
E 100-43100-322 Postage	\$200.00	\$99.34	49.67%
E 100-43100-331 Travel Expenses	\$100.00	\$35.65	35.65%
E 100-43100-350 Print/Binding (GENERAL)	\$200.00	\$0.00	0.00%
E 100-43100-360 Insurance (GENERAL)	\$9,500.00	<b>\$7,380.99</b>	<b>77.69%</b>
E 100-43100-364 Claims Deductible	\$0.00	\$0.00	0.00%
E 100-43100-380 Utility Services (GENERAL)	\$35,000.00	\$27,982.12	79.95%
E 100-43100-384 Refuse/Garbage Disposal	\$75.00	\$0.00	0.00%
E 100-43100-401 Repairs/Maint Buildings	\$1,500.00	\$1,883.54	125.57%
E 100-43100-403 Prev. Maint. Agreements	\$0.00	\$150.00	0.00%
E 100-43100-404 Repairs/Maint Equipment	\$14,000.00	\$15,115.93	107.97%
E 100-43100-406 Street-Grdng/Chld/Crckflg	\$20,000.00	\$25,796.65	128.98%
E 100-43100-410 Snow Removal	\$5,000.00	\$1,359.50	27.19%
E 100-43100-411 Tree Maintenance / EAB	\$8,000.00	\$10,054.53	125.68%
E 100-43100-430 Miscellaneous (GENERAL)	\$1,500.00	\$0.00	0.00%
E 100-43100-433 Dues and Subscriptions	\$0.00	\$0.00	0.00%
E 100-43100-435 Licences, Permits and Fees	\$220.00	\$186.25	84.66%
E 100-43100-437 Sales Tax - Purchases	\$0.00	\$233.00	0.00%
E 100-43100-438 Internet Expenses	\$600.00	\$0.00	0.00%
E 100-43100-439 Penalty	\$0.00	\$0.00	0.00%
E 100-43100-461 Emerald Ash Borer Expense	\$0.00	\$0.00	0.00%
E 100-43100-727 T.O. - Shared Tech	\$500.00	<b>\$375.00</b>	<b>75.00%</b>
E 100-43100-731 T.O. Vehicles/Equip	\$63,654.00	<b>\$47,740.50</b>	<b>75.00%</b>
E 100-43100-732 T.O. Sidewalk	\$21,200.00	<b>\$15,900.00</b>	<b>75.00%</b>
E 100-43100-736 T.O. Overlay	\$42,000.00	<b>\$31,500.00</b>	<b>75.00%</b>
E 100-43100-744 T.O. - Chip Sealing	\$37,000.00	<b>\$27,750.00</b>	<b>75.00%</b>
E 100-43100-753 T.O. - Storm Sewer	\$32,000.00	<b>\$24,000.00</b>	<b>75.00%</b>



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7XX Transfers

	2021 Budget	2021 MNLZD YTD Amt	% of Budget
E 100-43100-758 T.O. - Emerald Ash Borrer	\$0.00	\$0.00	75.00%
E 100-43100-760 T.O. - SIGNS	\$1,000.00	\$750.00	75.00%
<b>Dept 43100 Street Maintenance</b>	<b>\$471,179</b>	<b>\$347,372</b>	<b>74%</b>

<b>Dept 45120 Summer Recreation</b>	<b>2021 Budget</b>	<b>2021 NMLZD</b>	<b>%</b>
E 100-45120-430 Miscellaneous (GENERAL)	\$4,200.00	\$3,000.00	71%
<b>Dept 45120 Summer Recreation</b>	<b>\$4,200</b>	<b>\$3,000</b>	<b>71%</b>

<b>Dept 45124 Swimming Pools - LOC 08</b>	<b>2021 Budget</b>	<b>2021 NMLZD</b>	<b>%</b>
R 100-45124-33417 Training Revenue	\$1,000	\$0	0.00%
R 100-45124-34000 Charges for Services	\$800	\$2,700.78	337.60%
R 100-45124-34720 Memberships	\$34,000	\$36,227.37	106.55%
R 100-45124-34722 Admissions	\$10,000	\$11,900.23	119.00%
R 100-45124-34723 Lesson Fees (NonTax)	\$8,000	\$20,527.25	256.59%
R 100-45124-36201 Sale Of Merchandise	\$7,000	\$7,519.36	107.42%
R 100-45124-36210 Interest Earnings	\$0	\$0	0.00%
R 100-45124-36230 Donations	\$0	\$0	0.00%
R 100-45124-36260 Insurance Dividend	\$400	\$0	0.00%
R 100-45124-37171 OC Transit Tax	\$0	\$0	0.00%
R 100-45124-37370 Sales Tax	\$4,200	\$4,262	101.48%
R 100-45124-37940 Cash Over	\$0	\$0	0.00%
R 100-45124-39201 Transfer In	\$0	\$0	0.00%
R 100-45124-39550 Refunds   Rebates	\$0	\$54	0.00%
R 100-45124-39560 Reimbursement	\$0	\$0	0.00%
R 100-45124-90000 UNDISTRIBUTED RECEIPT	\$0	\$532	0.00%
<b>Dept 45124 Swimming Pools</b>	<b>\$65,400.00</b>	<b>\$83,722.36</b>	<b>128%</b>
E 100-45124-103 Part-Time Employees	\$75,000	\$70,112.10	93.48%
E 100-45124-122 FICA	\$4,700	\$4,346.92	92.49%
E 100-45124-125 Medicare	\$1,200	\$1,016.63	84.72%
E 100-45124-140 Unemployment Comp (GENERAL)	\$0	\$0	0.00%
E 100-45124-151 Worker s Comp Insurance Prem	\$8,000	\$2,488	31.10%
E 100-45124-152 Clothing	\$1,200	\$1,021	85.10%
E 100-45124-208 Training and Instruction	\$1,700	\$4,720	277.65%
E 100-45124-210 Operating Supplies (GENERAL)	\$20,000	\$13,202	66.01%
E 100-45124-240 Small Tools and Minor Equip	\$1,000	\$4,958	495.76%
E 100-45124-310 Other Professional Services	\$0	\$0	0.00%
E 100-45124-321 Telephone	\$400	\$0	0.00%
E 100-45124-322 Postage	\$100	\$0	0.00%
E 100-45124-323 Administration Expense	\$800	\$2,285	285.57%
E 100-45124-331 Travel Expenses	\$200	\$0	0.00%
E 100-45124-350 Print/Binding (GENERAL)	\$400	\$68	17.10%
E 100-45124-360 Insurance (GENERAL)	\$18,000	\$13,700	76.11%
E 100-45124-364 Claims Deductible	\$0	\$0	0.00%
E 100-45124-380 Utility Services (GENERAL)	\$15,000	\$14,508	96.72%
E 100-45124-401 Repairs/Maint Buildings	\$1,000	\$451	45.10%
E 100-45124-403 Prev. Maint. Agreements	\$0	\$0	0.00%
E 100-45124-404 Repairs/Maint Equipment	\$1,000	\$2,546	254.62%
E 100-45124-430 Miscellaneous (GENERAL)	\$500	\$0	0.00%
E 100-45124-431 Cash Short	\$0	\$47	0.00%



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7XX Transfers

	2021 Budget	2021 MNLZD YTD Amt	% of Budget
E 100-45124-433 Dues and Subscriptions	\$300	\$3,340	1113.33%
E 100-45124-435 Licences, Permits and Fees	\$1,520	\$1,105	72.68%
E 100-45124-437 Sales Tax - Purchases	\$4,200	\$3,576	85.14%
E 100-45124-450 Capital Goods Charge	\$2,500	\$1,875	75.00%
E 100-45124-810 Refund	\$0.00	\$0.00	0.00%
<b>Dept 45124 Swimming Pools</b>	<b>\$158,720</b>	<b>\$145,365</b>	<b>92%</b>

<b>Dept 45180 Band</b>	2021 Budget	2021 NMLZD	%
E 100-45180-326 School Band Concerts	\$480	\$360.00	75.00%
E 100-45180-327 Brass Band Concerts	\$1,120.00	\$840.00	75.00%
<b>Dept 45180 Band</b>	<b>\$1,600.00</b>	<b>\$1,200.00</b>	<b>75%</b>

<b>Dept 45200 Parks (GENERAL) - LOC 01/04</b>	2021 Budget	2021 NMLZD	%
R 100-45200-33400 State Grants and Aids	\$0	\$0	0.00%
R 100-45200-34745 Camping Fee - LOC 04	\$500	\$3,206	641.25%
R 100-45200-36201 Sale Of Merchandise	\$0	\$0	0.00%
R 100-45200-36230 Donations	\$0	\$0	0.00%
R 100-45200-36260 Insurance Dividend	\$400	\$300	75.00%
R 100-45200-39201 Transfer In	\$0	\$0	0.00%
R 100-45200-39550 Refunds   Rebates	\$0	\$18	0.00%
R 100-45200-39560 Reimbursement	\$0	\$0	0.00%
<b>Dept 45200 Parks</b>	<b>\$900.00</b>	<b>\$3,524.21</b>	<b>392%</b>
E 100-45200-101 Full-Time Employees Regular	\$60,000	\$45,197	75.33%
E 100-45200-103 Part-Time Employees	\$11,200	\$11,049	98.66%
E 100-45200-121 PERA	\$4,400	\$3,390	77.04%
E 100-45200-122 FICA	\$4,300	\$3,471	80.72%
E 100-45200-125 Medicare	\$1,000	\$812	81.18%
E 100-45200-131 Employer Paid Health	\$6,200	\$8,655	139.60%
E 100-45200-134 Employer Paid Life	\$30	\$23	76.80%
E 100-45200-136 Employer Paid H.S.A.	\$3,000	\$4,500	150.00%
E 100-45200-151 Worker s Comp Insurance Prem	\$6,000	\$3,249	54.15%
E 100-45200-152 Clothing	\$700	\$909	129.79%
E 100-45200-208 Training and Instruction	\$200	\$150	75.00%
E 100-45200-210 Operating Supplies (GENERAL)	\$2,500	\$4,806	192.23%
E 100-45200-212 Vehicle Operating Supplies	\$4,000	\$4,755	118.88%
E 100-45200-240 Small Tools and Minor Equip	\$1,000	\$3,712	371.17%
E 100-45200-302 Contracted Help	\$4,000	\$1,459	36.47%
E 100-45200-303 Engineering Fees	\$0	\$0	0.00%
E 100-45200-304 Legal Fees	\$0	\$0	0.00%
E 100-45200-310 Other Professional Services	\$0	\$0	0.00%
E 100-45200-321 Telephone	\$600	\$450	75.00%
E 100-45200-323 Administration Expense	\$0	\$68	0.00%
E 100-45200-331 Travel Expenses	\$100	\$0	0.00%
E 100-45200-350 Print/Binding (GENERAL)	\$100	\$55	55.20%
E 100-45200-360 Insurance (GENERAL)	\$8,000	\$6,766.50	84.58%
E 100-45200-364 Claims Deductible	\$0	\$0	0.00%
E 100-45200-380 Utility Services (GENERAL)	\$14,000	\$13,745	98.18%
E 100-45200-384 Refuse/Garbage Disposal	\$2,100	\$1,821	86.72%
E 100-45200-404 Repairs/Maint Equipment	\$6,000	\$7,954	132.56%
E 100-45200-430 Miscellaneous (GENERAL)	\$2,000	\$2,000	100.00%



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**Adjusted to 50% - Tax Settlements, Special Assessments, Annual Exp Payments**  
**151-Workers Comp, 328-General Services Charge, 360-Insurance, 450-Capital Goods,**  
**7XX Transfers**

	2021 Budget	2021 MNLZD YTD Amt	% of Budget
E 100-45200-433 Dues and Subscriptions	\$0	\$300	0.00%
E 100-45200-435 Licences, Permits and Fees	\$220	\$180	81.82%
E 100-45200-436 Sales Tax	\$300	\$282	94.00%
E 100-45200-450 Capital Goods Charge	\$0	\$0.00	0.00%
E 100-45200-739 T.O. Parks	\$42,400	\$31,800.00	75.00%
<b>Dept 45200 Parks</b>	<b>\$184,350.00</b>	<b>\$161,557.23</b>	<b>88%</b>

<b>Dept 46323 Heritage Preservation Comm</b>	<b>2021 Budget</b>	<b>2021 NMLZD</b>	<b>%</b>
R 100-46323-33400 State Grants and Aids	\$1,000	\$0	0.00%
R 100-46323-39550 Refunds   Rebates	\$0	\$1	0.00%
<b>Dept 46323 Heritage Preservation</b>	<b>\$1,000.00</b>	<b>\$1.14</b>	<b>0%</b>
E 100-46323-200 Office Supplies (GENERAL)	\$0	\$0	0.00%
E 100-46323-309 Conference Expense	\$0	\$0	0.00%
E 100-46323-310 Other Professional Services	\$13,000	\$14,277	109.82%
E 100-46323-331 Travel Expenses	\$0	\$0	0.00%
E 100-46323-430 Miscellaneous (GENERAL)	\$200	\$115	57.29%
E 100-46323-433 Dues and Subscriptions	\$130	\$50	38.46%
E 100-46323-435 Licences, Permits and Fees	\$48	\$20	41.67%
E 100-46323-450 Capital Goods Charge	\$0	\$0	0.00%
<b>Dept 46323 Heritage Preservation</b>	<b>\$13,378.00</b>	<b>\$14,461.48</b>	<b>108%</b>

<b>Dept 46630 Community Dev - LOC 07</b>	<b>2021 Budget</b>	<b>2021 NMLZD</b>	<b>%</b>
R 100-46630-31911 Lodging Tax	\$200	\$344	171.85%
R 100-46630-34000 Charges for Services	\$0	\$0	0.00%
R 100-46630-34101 Rent Revenue	\$7,000	\$5,250.00	75.00%
R 100-46630-36100 Special Assessments	\$3,500	\$2,625.00	75.00%
R 100-46630-36200 Miscellaneous Revenues	\$0	\$0	0.00%
R 100-46630-36210 Interest Earnings	\$0	\$0	0.00%
R 100-46630-36230 Donations	\$0	\$900	0.00%
R 100-46630-36260 Insurance Dividend	\$0	\$0	0.00%
R 100-46630-39550 Refunds   Rebates	\$0	\$0	0.00%
<b>Dept 46630 Community Dev</b>	<b>\$10,700.00</b>	<b>\$9,118.70</b>	<b>85%</b>
E 100-46630-200 Office Supplies (GENERAL)	\$0	\$0	0.00%
E 100-46630-212 Vehicle Operating Supplies	\$0	\$17	0.00%
E 100-46630-300 Promotional Expense	\$0	\$1,715	0.00%
E 100-46630-310 Other Professional Services	\$8,500	\$8,025	94.41%
E 100-46630-321 Telephone	\$1,700	\$1,365	80.31%
E 100-46630-322 Postage	\$0	\$0	0.00%
E 100-46630-331 Travel Expenses	\$0	\$0	0.00%
E 100-46630-350 Print/Binding (GENERAL)	\$0	\$59	0.00%
E 100-46630-360 Insurance (GENERAL)	\$0	\$0	0.00%
E 100-46630-430 Miscellaneous (GENERAL)	\$1,400	\$0	0.00%
E 100-46630-433 Dues and Subscriptions	\$0	-\$300	0.00%
E 100-46630-457 Property Tax	\$2,600	\$1,779	68.42%
E 100-46630-490 Donations to Civic Org s	\$0	\$0	0.00%
E 100-46630-700 Transfers (GENERAL)	\$2,100	\$1,575	75%
<b>Dept 46630 Community Dev</b>	<b>\$16,300</b>	<b>\$14,235</b>	<b>87%</b>



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151-Workers Comp, 328-General Services Charge, 360-Insurance, 450-Capital Goods,  
7XX Transfers

	2021 Budget	2021 MNLZD YTD Amt	% of Budget
<b>Fund 211 LIBRARY OPERATIONS</b>			
<b>Revenues</b>	<b>\$258,292.00</b>	<b>\$196,557.56</b>	<b>76%</b>
<b>Expenditures</b>	<b>\$258,292.00</b>	<b>\$193,211.99</b>	<b>75%</b>
<b>Dept 45500 Library</b>	<b>2021 Budget</b>	<b>2021 NMLZD</b>	<b>%</b>
R 211-45500-33600 County Contracts	\$76,243	\$53,724	70.46%
R 211-45500-34000 Charges for Services	\$1,500	\$732	48.80%
R 211-45500-35103 Library Fines	\$2,000	\$485	24.24%
R 211-45500-36200 Miscellaneous Revenues	\$45	\$15	33.33%
R 211-45500-36201 Sale Of Merchandise	\$400	\$150	37.49%
R 211-45500-36202 Nontax-Sale of Merch-Gift Card	\$0	\$7,276	0.00%
R 211-45500-36210 Interest Earnings	\$1,300	\$0	0.00%
R 211-45500-36230 Donations	\$0	\$1,378	0.00%
R 211-45500-36260 Insurance Dividend	\$200	\$0	0.00%
R 211-45500-39201 Transfer In	\$176,604	\$132,453	75.00%
R 211-45500-39225 T.I. - Library Endowment Fund	\$0	\$0	0.00%
R 211-45500-39550 Refunds   Rebates	\$0	\$345	0.00%
	<b>\$258,292.00</b>	<b>\$196,557.56</b>	<b>76%</b>
E 211-45500-101 Full-Time Employees Regular	\$117,699	\$90,521	76.91%
E 211-45500-103 Part-Time Employees	\$20,936	\$15,257	72.87%
E 211-45500-121 PERA	\$10,398	\$7,933	76.30%
E 211-45500-122 FICA	\$8,595	\$6,157	71.63%
E 211-45500-125 Medicare	\$2,010	\$1,440	71.63%
E 211-45500-131 Employer Paid Health	\$17,423	\$13,364	76.70%
E 211-45500-134 Employer Paid Life	\$46	\$46	100.17%
E 211-45500-136 Employer Paid H.S.A.	\$11,500	\$6,750	58.70%
E 211-45500-140 Unemployment Comp (GENERAL)	\$0	\$0	0.00%
E 211-45500-151 Worker s Comp Insurance Prem	\$1,000	\$750	74.97%
E 211-45500-200 Office Supplies (GENERAL)	\$1,800	\$958	53.19%
E 211-45500-211 Program Expenses	\$2,500	\$10,684	427.35%
E 211-45500-240 Small Tools and Minor Equip	\$500	\$520	103.97%
E 211-45500-304 Legal Fees	\$0	\$0	0.00%
E 211-45500-321 Telephone	\$3,000	\$2,344	78.14%
E 211-45500-322 Postage	\$150	\$50	33.11%
E 211-45500-331 Travel Expenses	\$350	\$0	0.00%
E 211-45500-332 Continuing Education	\$800	\$0	0.00%
E 211-45500-350 Print/Binding (GENERAL)	\$0	\$0	0.00%
E 211-45500-360 Insurance (GENERAL)	\$4,000	\$2,944	73.59%
E 211-45500-380 Utility Services (GENERAL)	\$6,700	\$4,954	73.95%
E 211-45500-401 Repairs/Maint Buildings	\$1,800	\$1,004	55.81%
E 211-45500-404 Repairs/Maint Equipment	\$10,975	\$7,439	67.78%
E 211-45500-414 Automated Operations	\$12,220	\$8,297	67.90%
E 211-45500-416 Cleaning Service	\$1,000	\$582	58.19%
E 211-45500-430 Miscellaneous (GENERAL)	\$100	\$0	0.00%
E 211-45500-433 Dues and Subscriptions	\$900	\$408	45.33%
E 211-45500-437 Sales Tax - Purchases	\$150	\$95	63.33%
E 211-45500-438 Internet Expenses	\$240	\$42	17.64%
E 211-45500-560 Cap. Outlay-Furn. & Fix	\$3,000	\$0	0.00%
E 211-45500-590 Cap. Outlay-Books	\$11,500	\$7,449	64.77%
E 211-45500-591 Cap. Outlay-Magazines	\$1,000	\$549	54.90%
E 211-45500-593 Cap. Outlay-Non Print Mat	\$6,000	\$2,676	44.59%



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151-Workers Comp, 328-General Services Charge, 360-Insurance, 450-Capital Goods,  
7XX Transfers

	2021 Budget	2021 MNLZD YTD Amt	% of Budget
E 211-45500-700 Transfers (GENERAL)	\$0	\$0	0.00%
<b>Fund 211 Library</b>	<b>\$258,292.00</b>	<b>\$193,211.99</b>	<b>75%</b>

<b>Fund 220 FIRE - OPERATIONS FUND</b>			
<b>Revenues</b>	<b>\$143,405.00</b>	<b>\$118,756.30</b>	<b>83%</b>
<b>Expenditures</b>	<b>\$137,748.00</b>	<b>\$91,442.81</b>	<b>66%</b>
<b>Dept 42280 Fire</b>	<b>2021 Budget</b>	<b>2021 NMLZD</b>	<b>%</b>
R 220-42280-33180 Federal Grants - ARP	\$0	\$0	0.00%
R 220-42280-33400 State Grants and Aids	\$0	\$0	0.00%
R 220-42280-33414 Insurance Claims	\$0	\$0	0.00%
R 220-42280-33420 State-Fire Relief SBR (Ins Tax	\$0	\$0	0.00%
R 220-42280-33430 Township Contracts	\$65,405	\$51,056	78.06%
R 220-42280-34000 Charges for Services	\$8,000	\$8,750	109.38%
R 220-42280-36200 Miscellaneous Revenues	\$0	\$7,000	0.00%
R 220-42280-36201 Sale Of Merchandise	\$0	\$0	0.00%
R 220-42280-36210 Interest Earnings	\$0	\$0	0.00%
R 220-42280-36260 Insurance Dividend	\$0	\$0	0.00%
R 220-42280-39201 Transfer In	\$65,000	\$48,750	75.00%
R 220-42280-39560 Reimbursement	\$5,000	\$3,200	64.00%
	<b>\$143,405.00</b>	<b>\$118,756.30</b>	<b>83%</b>
E 220-42280-103 Part-Time Employees	\$25,000	\$15,500	62.00%
E 220-42280-121 PERA	\$6,500	\$10,356	159.32%
E 220-42280-122 FICA	\$2,700	\$961	35.59%
E 220-42280-124 Fire Pension Contributions	\$0	\$0	0.00%
E 220-42280-125 Medicare	\$600	\$225	37.55%
E 220-42280-140 Unemployment Comp (GENERAL)	\$0	\$0	0.00%
E 220-42280-151 Worker s Comp Insurance Prem	\$18,000	\$6,910	38.39%
E 220-42280-152 Clothing	\$1,000	\$0	0.00%
E 220-42280-171 Innoculations	\$750	\$0	0.00%
E 220-42280-208 Training and Instruction	\$1,500	\$0	0.00%
E 220-42280-210 Operating Supplies (GENERAL)	\$3,000	\$1,170	39.00%
E 220-42280-212 Vehicle Operating Supplies	\$1,500	\$906	60.41%
E 220-42280-240 Small Tools and Minor Equip	\$6,000	\$2,975	49.58%
E 220-42280-301 Auditing and Acctg Services	\$0	\$0	0.00%
E 220-42280-309 Conference Expense	\$500	\$0	0.00%
E 220-42280-313 Mutual Aid	\$0	\$0	0.00%
E 220-42280-320 Communications (GENERAL)	\$0	\$0	0.00%
E 220-42280-321 Telephone	\$600	\$399	66.58%
E 220-42280-322 Postage	\$150	\$50	33.13%
E 220-42280-323 Administration Expense	\$0	\$0	0.00%
E 220-42280-328 General Services Charge	\$2,950	\$2,213	75.00%
E 220-42280-331 Travel Expenses	\$150	\$0	0.00%
E 220-42280-350 Print/Binding (GENERAL)	\$100	\$0	0.00%
E 220-42280-360 Insurance (GENERAL)	\$2,400	\$1,847	76.94%
E 220-42280-364 Claims Deductible	\$0	\$0	0.00%
E 220-42280-380 Utility Services (GENERAL)	\$8,000	\$6,235	77.94%
E 220-42280-401 Repairs/Maint Buildings	\$2,000	\$661	33.03%
E 220-42280-403 Prev. Maint. Agreements	\$0	\$225	0.00%
E 220-42280-404 Repairs/Maint Equipment	\$6,000	\$5,033	83.88%



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**7XX Transfers**

	2021 Budget	2021 MNLZD YTD Amt	% of Budget
E 220-42280-430 Miscellaneous (GENERAL)	\$100	\$0	0.00%
E 220-42280-433 Dues and Subscriptions	\$500	\$334	66.75%
E 220-42280-435 Licences, Permits and Fees	\$48	\$120	250.00%
E 220-42280-438 Internet Expenses	\$600	\$0	0.00%
E 220-42280-727 T.O. - Shared Tech	\$750	\$562.50	75.00%
E 220-42280-734 T.O.Fire	\$46,350	\$34,762.50	75.00%
<b>Fund 220 Fire Operations</b>	<b>\$137,748.00</b>	<b>\$91,442.81</b>	<b>66%</b>

<b>Fund 230 AMBULANCE - OPERATIONS FUND</b>			
<b>Revenues</b>	<b>\$336,525</b>	<b>\$285,143</b>	<b>85%</b>
<b>Expenditures</b>	<b>\$355,290</b>	<b>\$265,062</b>	<b>75%</b>
<b>Dept 42270 Ambulance</b>	<b>2021 Budget</b>	<b>2021 NMLZD</b>	<b>%</b>
R 230-42270-33100 Federal Grants and Aids	\$0	\$0	0.00%
R 230-42270-33180 Federal Grants - ARP	\$0	\$0	0.00%
R 230-42270-33400 State Grants and Aids	\$0	\$0	0.00%
R 230-42270-33414 Insurance Claims	\$0	\$0	0.00%
R 230-42270-33416 Training Reimbursement	\$4,500	\$4,825	107.22%
R 230-42270-33417 Training Revenue	\$18,000	\$12,360	68.67%
R 230-42270-33430 Township Contracts	\$57,475	\$43,500.00	75.69%
R 230-42270-33600 County Contracts	\$4,500	\$3,375.00	75.00%
R 230-42270-34000 Charges for Services	\$180,000	\$164,477	91.38%
R 230-42270-34205 Accrued Charges For Services	\$0	\$0	0.00%
R 230-42270-36200 Miscellaneous Revenues	\$500	\$2,950	590.00%
R 230-42270-36201 Sale Of Merchandise	\$100	\$40	40.00%
R 230-42270-36210 Interest Earnings	\$0	\$0	0.00%
R 230-42270-36260 Insurance Dividend	\$0	\$0	0.00%
R 230-42270-39201 Transfer In	\$71,450	\$53,588	75.00%
R 230-42270-39550 Refunds   Rebates	\$0	\$29	0.00%
R 230-42270-39560 Reimbursement	\$0	\$0	0.00%
<b>Fund 230 Ambulance Operations</b>	<b>\$336,525</b>	<b>\$285,143</b>	<b>85%</b>
E 230-42270-101 Full-Time Employees Regular	\$103,000	\$70,523	68.47%
E 230-42270-103 Part-Time Employees	\$54,000	\$40,348	74.72%
E 230-42270-121 PERA	\$16,000	\$9,292	58.08%
E 230-42270-122 FICA	\$10,000	\$6,622	66.22%
E 230-42270-125 Medicare	\$2,500	\$1,549	61.96%
E 230-42270-131 Employer Paid Health	\$16,000	\$11,327	70.80%
E 230-42270-134 Employer Paid Life	\$45	\$36	81.07%
E 230-42270-135 FSA Admin Fees (Emp Ben/TASC)	\$20	\$0	0.00%
E 230-42270-136 Employer Paid H.S.A.	\$6,800	\$5,625	82.72%
E 230-42270-140 Unemployment Comp (GENERAL)	\$0	\$0	0.00%
E 230-42270-151 Worker s Comp Insurance Prem	\$9,000	\$8,799	97.77%
E 230-42270-152 Clothing	\$2,750	\$2,909	105.80%
E 230-42270-171 Innoculations	\$200	\$0	0.00%
E 230-42270-200 Office Supplies (GENERAL)	\$1,500	\$70	4.69%
E 230-42270-205 Service Incentives/Rewards	\$1,200	\$376	31.30%
E 230-42270-208 Training and Instruction	\$5,000	\$3,025	60.50%
E 230-42270-209 Training Institution	\$6,000	\$4,762	79.37%
E 230-42270-210 Operating Supplies (GENERAL)	\$11,000	\$6,825	62.05%
E 230-42270-212 Vehicle Operating Supplies	\$3,500	\$2,666	76.17%



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**7XX Transfers**

	2021 Budget	2021 MNLZD YTD Amt	% of Budget
E 230-42270-240 Small Tools and Minor Equip	\$750	\$544	72.58%
E 230-42270-251 Bad Debt Expense	\$0	\$0	0.00%
E 230-42270-304 Legal Fees	\$0	\$0	0.00%
E 230-42270-305 Safety	\$1,200	\$1,000	83.33%
E 230-42270-307 Collection Fees	\$0	\$0	0.00%
E 230-42270-320 Communications (GENERAL)	\$0	\$0	0.00%
E 230-42270-321 Telephone	\$3,000	\$2,887	96.24%
E 230-42270-322 Postage	\$400	\$151	37.83%
E 230-42270-323 Administration Expense	\$100	\$357	357.26%
E 230-42270-328 General Services Charge	\$15,000	\$11,250	75.00%
E 230-42270-331 Travel Expenses	\$50	\$0	0.00%
E 230-42270-340 Advertising	\$500	\$0	0.00%
E 230-42270-350 Print/Binding (GENERAL)	\$0	\$168	0.00%
E 230-42270-360 Insurance (GENERAL)	\$1,000	\$776	77.60%
E 230-42270-364 Claims Deductible	\$250	\$1,000	400.00%
E 230-42270-380 Utility Services (GENERAL)	\$5,000	\$3,176	63.53%
E 230-42270-403 Prev. Maint. Agreements	\$12,000	\$9,337	77.81%
E 230-42270-404 Repairs/Maint Equipment	\$3,500	\$8,423	240.66%
E 230-42270-415 Medical Services	\$3,500	\$5,114	146.12%
E 230-42270-418 Laundry Service	\$0	\$0	0.00%
E 230-42270-430 Miscellaneous (GENERAL)	\$100	\$0	0.00%
E 230-42270-433 Dues and Subscriptions	\$2,500	\$2,560	102.40%
E 230-42270-435 Licences, Permits and Fees	\$10,050	\$7,610	75.72%
E 230-42270-438 Internet Expenses	\$1,200	\$936	77.97%
E 230-42270-700 Transfers (GENERAL)	\$43,260	\$32,445.00	75.00%
E 230-42270-727 T.O. - Shared Tech	\$1,115	\$836.25	75.00%
E 230-42270-755 T.O. - City Car	\$800	\$600.00	75.00%
E 230-42270-810 Refund	\$1,500	\$1,135	75.63%
<b>Fund 230 Ambulance Operations</b>	<b>\$355,290</b>	<b>\$265,062</b>	<b>75%</b>

**Fund 240 EDA**

<b>Revenues</b>	<b>\$54,000</b>	<b>\$39,150</b>	<b>72%</b>
<b>Expenditures</b>	<b>\$54,473.00</b>	<b>\$41,799</b>	<b>77%</b>
<b>Dept 46500 Economic Dev (GENERAL) LOC 01</b>	<b>2021 Budget</b>	<b>2021 NMLZD</b>	<b>%</b>
R 240-46500-34000 Charges for Services	\$0	\$0	0.00%
R 240-46500-34301 Administration Fees	\$2,600	\$898	34.55%
R 240-46500-36100 Special Assessments	\$0	\$0	0.00%
R 240-46500-36200 Miscellaneous Revenues	\$0	\$0	0.00%
R 240-46500-36210 Interest Earnings	\$900	\$0	0.00%
R 240-46500-36230 Donations	\$500	\$750	150.00%
R 240-46500-36292 Bond Proceeds	\$0	\$0	0.00%
R 240-46500-39201 Transfer In	\$50,000	\$37,500	75.00%
R 240-46500-39550 Refunds   Rebates	\$0	\$2	0.00%
R 240-46500-39560 Reimbursement	\$0	\$0	0.00%
<b>Fund 240 EDA</b>	<b>\$54,000</b>	<b>\$39,150</b>	<b>72%</b>
E 240-46500-200 Office Supplies (GENERAL)	\$0	\$0	0.00%
E 240-46500-208 Training and Instruction	\$0	\$0	0.00%
E 240-46500-240 Small Tools and Minor Equip	\$0	\$0	0.00%
E 240-46500-300 Promotional Expense	\$5,000	\$5,625	112.50%



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**Adjusted to 50% - Tax Settlements, Special Assessments, Annual Exp Payments**  
**151-Workers Comp, 328-General Services Charge, 360-Insurance, 450-Capital Goods,**  
**7XX Transfers**

	2021 Budget	2021 MNLZD YTD Amt	% of Budget
E 240-46500-301 Auditing and Acctg Services	\$0	\$0	0.00%
E 240-46500-303 Engineering Fees	\$0	\$0	0.00%
E 240-46500-304 Legal Fees	\$0	\$0	0.00%
E 240-46500-310 Other Professional Services	\$46,000	\$33,793	73.46%
E 240-46500-321 Telephone	\$0	\$0	0.00%
E 240-46500-322 Postage	\$150	\$50	33.11%
E 240-46500-331 Travel Expenses	\$0	\$0	0.00%
E 240-46500-350 Print/Binding (GENERAL)	\$250	\$132	52.93%
E 240-46500-403 Prev. Maint. Agreements	\$2,150	\$1,625	75.60%
E 240-46500-404 Repairs/Maint Equipment	\$500	\$218	43.70%
E 240-46500-430 Miscellaneous (GENERAL)	\$0	\$0	0.00%
E 240-46500-433 Dues and Subscriptions	\$0	\$0	0.00%
E 240-46500-435 Licences, Permits and Fees	\$48	\$74	154.17%
E 240-46500-438 Internet Expenses	\$0	\$0	0.00%
E 240-46500-452 Assessments	\$0	\$0	0.00%
E 240-46500-453 Grants	\$0	\$0	0.00%
E 240-46500-500 Cap. Outlay-GENERAL	\$0	\$0	0.00%
E 240-46500-602 Other LT Oblig Principal	\$0	\$0	0.00%
E 240-46500-700 Transfers (GENERAL)	\$0	\$0	0.00%
E 240-46500-727 T.O. - Shared Tech	\$375	\$281	75.00%
<b>Fund 240 EDA</b>	<b>\$54,473</b>	<b>\$41,799</b>	<b>77%</b>

**Fund 250 CHATFIELD CENTER FOR THE ARTS**

<b>Revenues</b>	<b>\$71,700.00</b>	<b>\$55,313</b>	<b>77%</b>
<b>Expenditures</b>	<b>\$70,000.00</b>	<b>\$56,000</b>	<b>80%</b>
<b>Dept 46630 Community Dev - LOC 07</b>	<b>2021 Budget</b>	<b>2021 NMLZD</b>	<b>%</b>
R 250-46630-33400 State Grants and Aids	\$0	\$0	0.00%
R 250-46630-33414 Insurance Claims	\$0	\$0	0.00%
R 250-46630-34000 Charges for Services	\$0	\$0	0.00%
R 250-46630-36200 Miscellaneous Revenues	\$0	\$68	0.00%
R 250-46630-36201 Sale Of Merchandise	\$0	\$0	0.00%
R 250-46630-36210 Interest Earnings	\$300	\$0	0.00%
R 250-46630-36230 Donations	\$0	\$0	0.00%
R 250-46630-36260 Insurance Dividend	\$400	\$0	0.00%
R 250-46630-39201 Transfer In	\$71,000	\$53,250	75.00%
R 250-46630-39560 Reimbursement	\$0	\$1,995	0.00%
<b>Fund 250 Chatfield Center for the Arts</b>	<b>\$71,700</b>	<b>\$55,313</b>	<b>77%</b>
E 250-46630-310 Other Professional Services	\$50,000	\$36,667	73.33%
E 250-46630-360 Insurance (GENERAL)	\$19,000	\$14,165	74.55%
E 250-46630-404 Repairs/Maint Equipment	\$1,000	\$1,835	183.52%
E 250-46630-430 Miscellaneous (GENERAL)	\$0	\$0	0.00%
E 250-46630-610 Interest	\$0	\$0	0.00%
E 250-46630-700 Transfers (GENERAL)	\$0	\$3,333	0.00%
<b>Fund 250 Chatfield Center for the Arts</b>	<b>\$70,000</b>	<b>\$56,000</b>	<b>80%</b>

**Fund 601 WATER - OPERATIONS FUND**

<b>Revenues</b>	<b>\$373,800</b>	<b>\$340,099</b>	<b>91%</b>
<b>Expenditures</b>	<b>\$403,553</b>	<b>\$356,465.29</b>	<b>88%</b>



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Adjusted to 50% - Tax Settlements, Special Assessments, Annual Exp Payments  
151-Workers Comp, 328-General Services Charge, 360-Insurance, 450-Capital Goods,  
7XX Transfers

	2021 Budget	2021 MNLZD YTD Amt	% of Budget
Dept 49400 Water Utilities (GENERAL)	2021 Budget	2021 NMLZD	%
R 601-49400-31020 Delinquent Ad Valorem Taxes	\$0	\$0	0.00%
R 601-49400-33400 State Grants and Aids	\$0	\$3,700	0.00%
R 601-49400-33414 Insurance Claims	\$0	\$0	0.00%
R 601-49400-33600 County Contracts	\$0	\$0	0.00%
R 601-49400-34000 Charges for Services	\$4,000	\$2,605	65.12%
R 601-49400-36100 Special Assessments	\$7,000	\$5,250	75.00%
R 601-49400-36102 Assessment Penalties	\$0	\$0	0.00%
R 601-49400-36103 State Mandated Testing Fee	\$7,000	\$7,719	110.26%
R 601-49400-36201 Sale Of Merchandise	\$0	\$0	0.00%
R 601-49400-36210 Interest Earnings	\$5,000	\$167	3.34%
R 601-49400-36260 Insurance Dividend	\$200	\$0	0.00%
R 601-49400-36806 Late Fees	\$0	\$0	0.00%
R 601-49400-37100 Water Sales	\$335,000	\$293,859	87.72%
R 601-49400-37101 Water Sales / Bulk	\$0	\$1,060	0.00%
R 601-49400-37160 Water Penalty	\$1,500	\$971	64.72%
R 601-49400-37170 Sales Tax	\$2,900	\$2,295	79.12%
R 601-49400-37171 OC Transit Tax	\$0	\$40	0.00%
R 601-49400-37172 FC Transit Tax	\$0	\$123	0.00%
R 601-49400-37250 Connection (Ind) Fee	\$11,200	\$7,996	71.39%
R 601-49400-37251 Access (Dev) Charge	\$0	\$13,290	0.00%
R 601-49400-39201 Transfer In	\$0	\$0	0.00%
R 601-49400-39550 Refunds   Rebates	\$0	\$1,025	0.00%
R 601-49400-90000 UNDISTRIBUTED RECEIPT	\$0	\$0	0.00%
<b>Fund 601 Water Operations</b>	<b>\$373,800</b>	<b>\$340,099</b>	<b>91%</b>
E 601-49400-101 Full-Time Employees Regular	\$67,000	\$52,687	78.64%
E 601-49400-121 PERA	\$5,000	\$3,952	79.03%
E 601-49400-122 FICA	\$4,000	\$3,235	80.87%
E 601-49400-125 Medicare	\$900	\$757	84.06%
E 601-49400-131 Employer Paid Health	\$6,000	\$4,709	78.48%
E 601-49400-134 Employer Paid Life	\$25	\$23	92.16%
E 601-49400-135 FSA Admin Fees (Emp Ben/TASC)	\$0	\$0	0.00%
E 601-49400-136 Employer Paid H.S.A.	\$3,000	\$2,250	75.00%
E 601-49400-151 Worker s Comp Insurance Prem	\$4,300	\$1,807	42.01%
E 601-49400-152 Clothing	\$700	\$370	52.85%
E 601-49400-200 Office Supplies (GENERAL)	\$50	\$0	0.00%
E 601-49400-208 Training and Instruction	\$600	\$343	57.25%
E 601-49400-210 Operating Supplies (GENERAL)	\$6,000	\$3,959	65.98%
E 601-49400-212 Vehicle Operating Supplies	\$1,500	\$931	62.07%
E 601-49400-240 Small Tools and Minor Equip	\$2,000	\$71	3.55%
E 601-49400-301 Auditing and Acctg Services	\$5,000	\$3,863	77.25%
E 601-49400-303 Engineering Fees	\$0	\$0	0.00%
E 601-49400-304 Legal Fees	\$0	\$0	0.00%
E 601-49400-310 Other Professional Services	\$900	\$971	107.85%
E 601-49400-321 Telephone	\$1,000	\$1,826	182.56%
E 601-49400-322 Postage	\$1,500	\$1,023	68.17%
E 601-49400-323 Administration Expense	\$1,500	\$2,158	143.86%
E 601-49400-328 General Services Charge	\$44,778	\$33,584	75.00%
E 601-49400-331 Travel Expenses	\$200	\$0	0.00%
E 601-49400-350 Print/Binding (GENERAL)	\$1,000	\$0	0.00%



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**151-Workers Comp, 328-General Services Charge, 360-Insurance, 450-Capital Goods,**  
**7XX Transfers**

	2021 Budget	2021 MNLZD YTD Amt	% of Budget
E 601-49400-360 Insurance (GENERAL)	\$4,500	\$2,735	60.79%
E 601-49400-364 Claims Deductible	\$0	\$0	0.00%
E 601-49400-380 Utility Services (GENERAL)	\$22,000	\$15,843	72.01%
E 601-49400-386 Well Testing Fees	\$8,000	\$8,537	106.72%
E 601-49400-401 Repairs/Maint Buildings	\$400	\$172	42.99%
E 601-49400-403 Prev. Maint. Agreements	\$4,300	\$3,841	89.32%
E 601-49400-404 Repairs/Maint Equipment	\$15,000	\$29,427	196.18%
E 601-49400-405 Depreciation (GENERAL)	\$0	\$0	0.00%
E 601-49400-430 Miscellaneous (GENERAL)	\$0	\$0	0.00%
E 601-49400-433 Dues and Subscriptions	\$175	\$173	98.57%
E 601-49400-435 Licences, Permits and Fees	\$675	\$860	127.35%
E 601-49400-437 Sales Tax - Purchases	\$2,000	\$2,257	112.85%
E 601-49400-438 Internet Expenses	\$700	\$0	0.00%
E 601-49400-500 Cap. Outlay-GENERAL	\$0	\$32,468	0.00%
E 601-49400-700 Transfers (GENERAL)	\$0	\$0	0.00%
E 601-49400-711 T.O.- Reserve Fund	\$9,293	\$6,970	75.00%
E 601-49400-716 T.O. - 2008A/2012A (329/332)	\$101,875	\$76,406	75.00%
E 601-49400-717 T.O. - 2014A (334)	\$37,572	\$28,179	75.00%
E 601-49400-727 T.O. - Shared Tech	\$310	\$233	75.00%
E 601-49400-755 T.O. - City Car	\$0	\$0	75.00%
E 601-49400-761 T.O. - 2016B (336)	\$24,800	\$18,600	75.00%
E 601-49400-764 T.O. - 2017B (339)	\$15,000	\$11,250	75.00%
E 601-49400-810 Refund	\$0	\$0	0.00%
<b>Fund 601 Water Operations</b>	<b>\$403,553.00</b>	<b>\$356,465.29</b>	<b>88%</b>

**Fund 602 SEWER - OPERATIONS FUND**

<b>Revenues</b>	<b>\$1,003,751</b>	<b>\$751,393</b>	<b>75%</b>
<b>Expenditures</b>	<b>\$1,118,107</b>	<b>\$710,664</b>	<b>64%</b>
<b>Dept 49450 Sewer (GENERAL)</b>	<b>2021 Budget</b>	<b>2021 NMLZD</b>	<b>%</b>
R 602-49450-31020 Delinquent Ad Valorem Taxes	\$0	\$8	0.00%
R 602-49450-33414 Insurance Claims	\$0	\$0	0.00%
R 602-49450-34000 Charges for Services	\$0	\$845	0.00%
R 602-49450-36100 Special Assessments	\$30,000	\$9,467	31.56%
R 602-49450-36102 Assessment Penalties	\$0	\$0	0.00%
R 602-49450-36200 Miscellaneous Revenues	\$0	\$0	0.00%
R 602-49450-36210 Interest Earnings	\$10,000	\$0	0.00%
R 602-49450-36260 Insurance Dividend	\$400	\$0	0.00%
R 602-49450-36280 Pass Through Account	\$0	\$0	0.00%
R 602-49450-36806 Late Fees	\$0	\$0	0.00%
R 602-49450-37200 Sewer Sales	\$940,000	\$715,448	76.11%
R 602-49450-37201 Debt Service Fee	\$150	\$115	76.80%
R 602-49450-37202 Infiltration Fee	\$0	\$4	0.00%
R 602-49450-37250 Connection (Ind) Fee	\$18,200	\$13,000	71.43%
R 602-49450-37251 Access (Dev) Charge	\$0	\$8,860	0.00%
R 602-49450-37260 Swr Penalty	\$5,000	\$2,643	52.85%
R 602-49450-39102 Compens-Gain/Loss Fixed Assets	\$0	\$0	0.00%
R 602-49450-39201 Transfer In	\$0	\$0	0.00%
R 602-49450-39550 Refunds   Rebates	\$1	\$1,004	100386.00%
R 602-49450-39560 Reimbursement	\$0	\$0	0.00%



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**151-Workers Comp, 328-General Services Charge, 360-Insurance, 450-Capital Goods,**  
**7XX Transfers**

	2021 Budget	2021 MNLZD YTD Amt	% of Budget
<b>Fund 602 Sewer Operations</b>	<b>\$1,003,751</b>	<b>\$751,393</b>	<b>75%</b>
E 602-49450-101 Full-Time Employees Regular	\$113,300	\$93,529	82.55%
E 602-49450-103 Part-Time Employees	\$0	\$0	0.00%
E 602-49450-121 PERA	\$0	\$7,015	0.00%
E 602-49450-122 FICA	\$0	\$5,612	0.00%
E 602-49450-125 Medicare	\$0	\$1,313	0.00%
E 602-49450-131 Employer Paid Health	\$18,000	\$12,033	66.85%
E 602-49450-134 Employer Paid Life	\$50	\$46	92.16%
E 602-49450-135 FSA Admin Fees (Emp Ben/TASC)	\$0	\$0	0.00%
E 602-49450-136 Employer Paid H.S.A.	\$9,000	\$5,500	61.11%
E 602-49450-151 Worker s Comp Insurance Prem	\$8,500	\$5,377	63.26%
E 602-49450-152 Clothing	\$1,400	\$1,382	98.71%
E 602-49450-200 Office Supplies (GENERAL)	\$500	\$0	0.00%
E 602-49450-208 Training and Instruction	\$1,750	\$461	26.34%
E 602-49450-210 Operating Supplies (GENERAL)	\$8,700	\$3,289	37.80%
E 602-49450-212 Vehicle Operating Supplies	\$2,000	\$1,731	86.57%
E 602-49450-216 Lab Supplies	\$1,000	\$130	12.99%
E 602-49450-217 Testing	\$9,000	\$4,415	49.06%
E 602-49450-240 Small Tools and Minor Equip	\$4,000	\$380	9.49%
E 602-49450-301 Auditing and Acctg Services	\$6,000	\$3,863	64.38%
E 602-49450-303 Engineering Fees	\$3,000	\$0	0.00%
E 602-49450-304 Legal Fees	\$0	\$0	0.00%
E 602-49450-310 Other Professional Services	\$700	\$600	85.71%
E 602-49450-321 Telephone	\$1,800	\$1,954	108.58%
E 602-49450-322 Postage	\$4,000	\$2,897	72.43%
E 602-49450-323 Administration Expense	\$7,500	\$7,154	95.39%
E 602-49450-328 General Services Charge	\$44,778	\$33,584	75.00%
E 602-49450-331 Travel Expenses	\$200	\$140	70.00%
E 602-49450-350 Print/Binding (GENERAL)	\$200	\$0	0.00%
E 602-49450-360 Insurance (GENERAL)	\$12,000	\$9,067	75.56%
E 602-49450-364 Claims Deductible	\$0	\$0	0.00%
E 602-49450-380 Utility Services (GENERAL)	\$70,000	\$35,649	50.93%
E 602-49450-384 Refuse/Garbage Disposal	\$2,000	\$1,108	55.39%
E 602-49450-400 Jet Cleaning	\$6,000	\$1,133	18.88%
E 602-49450-401 Repairs/Maint Buildings	\$6,000	\$4,805	80.08%
E 602-49450-403 Prev. Maint. Agreements	\$4,300	\$4,910	114.19%
E 602-49450-404 Repairs/Maint Equipment	\$25,000	\$16,923	67.69%
E 602-49450-405 Depreciation (GENERAL)	\$0	\$0	0.00%
E 602-49450-407 Rep/Maint Manholes & Swr Lines	\$8,000	\$0	0.00%
E 602-49450-430 Miscellaneous (GENERAL)	\$500	\$0	0.00%
E 602-49450-433 Dues and Subscriptions	\$250	\$173	69.00%
E 602-49450-435 Licences, Permits and Fees	\$2,050	\$2,667	130.09%
E 602-49450-438 Internet Expenses	\$1,000	\$1,308	130.84%
E 602-49450-439 Penalty	\$0	\$0	0.00%
E 602-49450-500 Cap. Outlay-GENERAL	\$150,000	\$1,297	0.86%
E 602-49450-700 Transfers (GENERAL)	\$0	\$0	0.00%
E 602-49450-711 T.O.- Reserve Fund	\$8,199	\$6,149	75.00%
E 602-49450-717 T.O. - 2014A (334)	\$30,741	\$23,056	75.00%
E 602-49450-727 T.O. - Shared Tech	\$310	\$233	75.00%
E 602-49450-750 T.O. - 2016A (335)	\$505,000	\$378,750	75.00%



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151-Workers Comp, 328-General Services Charge, 360-Insurance, 450-Capital Goods,  
7XX Transfers

	2021 Budget	2021 MNLZD YTD Amt	% of Budget
E 602-49450-755 T.O. - City Car	\$500	\$375	75.00%
E 602-49450-757 T.O. - Sewer - Back Up (622)	\$1,000	\$750	75.00%
E 602-49450-761 T.O. - 2016B (336)	\$24,879	\$18,659	75.00%
E 602-49450-764 T.O. - 2017B (339)	\$15,000	\$11,250	75.00%
E 602-49450-810 Refund	\$0	\$0	0.00%
E 602-49450-811 Pass Through Account	\$0	\$0	0.00%
<b>Fund 602 Sewer Operations</b>	<b>\$1,118,107</b>	<b>\$710,664</b>	<b>64%</b>

<b>Fund 603 REFUSE (GARBAGE) FUND</b>			
<b>Revenues</b>	<b>\$243,400</b>	<b>\$180,112</b>	<b>74%</b>
<b>Expenditures</b>	<b>\$247,935</b>	<b>\$172,087</b>	<b>69%</b>
<b>Dept 49500 Refuse/Garbage (GENERAL)</b>	<b>2021 Budget</b>	<b>2021 NMLZD</b>	<b>%</b>
R 603-49500-36100 Special Assessments	\$10,000	\$7,500	75.00%
R 603-49500-36102 Assessment Penalties	\$0	\$0	0.00%
R 603-49500-36200 Miscellaneous Revenues	\$0	\$0	0.00%
R 603-49500-36210 Interest Earnings	\$700	\$0	0.00%
R 603-49500-37300 Refuse Charges	\$142,000	\$106,094	74.71%
R 603-49500-37310 Recycling Charge	\$77,000	\$57,452	74.61%
R 603-49500-37360 Penalties	\$1,200	\$492	41.02%
R 603-49500-37361 Recycling Penalties	\$0	\$0	0.00%
R 603-49500-37370 Sales Tax	\$12,500	\$8,572	68.58%
R 603-49500-39550 Refunds   Rebates	\$0	\$2	0.00%
<b>Fund 603 Garbage Fund</b>	<b>\$243,400</b>	<b>\$180,112</b>	<b>74%</b>
E 603-49500-210 Operating Supplies (GENERAL)	\$650	\$0	0.00%
E 603-49500-240 Small Tools and Minor Equip	\$275	\$0	0.00%
E 603-49500-310 Other Professional Services	\$0	\$0	0.00%
E 603-49500-322 Postage	\$1,500	\$759	50.58%
E 603-49500-323 Administration Expense	\$2,200	\$1,977	89.86%
E 603-49500-325 Community Clean Up Cont	\$16,000	\$16,448	102.80%
E 603-49500-328 General Services Charge	\$16,900	\$12,675	75.00%
E 603-49500-332 Continuing Education	\$0	\$0	0.00%
E 603-49500-350 Print/Binding (GENERAL)	\$0	\$0	0.00%
E 603-49500-384 Refuse/Garbage Disposal	\$192,000	\$127,279	66.29%
E 603-49500-403 Prev. Maint. Agreements	\$4,300	\$3,251	75.60%
E 603-49500-404 Repairs/Maint Equipment	\$1,300	\$401	30.81%
E 603-49500-405 Depreciation (GENERAL)	\$0	\$0	0.00%
E 603-49500-430 Miscellaneous (GENERAL)	\$0	\$0	0.00%
E 603-49500-435 Licences, Permits and Fees	\$0	\$265	0.00%
E 603-49500-436 Sales Tax	\$12,500	\$8,800	70.40%
E 603-49500-727 T.O. - Shared Tech	\$310	\$233	75.00%
E 603-49500-810 Refund	\$0	\$0	0.00%
<b>Fund 603 Garbage Fund</b>	<b>\$247,935</b>	<b>\$172,087</b>	<b>69%</b>

<b>Fund 614 CABLE ACCESS - OPERATIONS FUND</b>			
<b>Revenues</b>	<b>\$70,940</b>	<b>\$44,050</b>	<b>62%</b>
<b>Expenditures</b>	<b>\$67,520</b>	<b>\$18,504</b>	<b>27%</b>
<b>Dept 49840 Cable TV (GENERAL) - LOC 09</b>	<b>2021 Budget</b>	<b>2021 NMLZD</b>	<b>%</b>
R 614-49840-31915 Franchise Fees	\$27,000	\$20,250	75.00%



City of Chatfield  
\*Budget YTD Rev-Exp©

Current Period: September 2021

Exported from Banyon to .csv & Normalized Adjusted to 50% - Tax Settlements, Special Assessments, Annual Exp Payments 151-Workers Comp, 328-General Services Charge, 360-Insurance, 450-Capital Goods, 7XX Transfers			
	2021 Budget	2021 MNLZD YTD Amt	% of Budget
R 614-49840-33120 Sponsorship Fees	\$12,000	\$400	3.33%
R 614-49840-33414 Insurance Claims	\$0	\$0	0.00%
R 614-49840-36201 Sale Of Merchandise	\$250	\$65	26.20%
R 614-49840-36210 Interest Earnings	\$650	\$0	0.00%
R 614-49840-36230 Donations	\$15,000	\$11,325	75.50%
R 614-49840-36260 Insurance Dividend	\$20	\$0	0.00%
R 614-49840-37370 Sales Tax	\$20	\$5	22.55%
R 614-49840-39201 Transfer In	\$16,000	\$12,000	75.00%
R 614-49840-39550 Refunds   Rebates	\$0	\$5	0.00%
<b>Fund 614 CABLE ACCESS - OPERATIONS FUND</b>	<b>\$70,940</b>	<b>\$44,050</b>	<b>62%</b>
E 614-49840-103 Part-Time Employees	\$39,500	\$7,650	19.37%
E 614-49840-121 PERA	\$2,750	\$541	19.66%
E 614-49840-122 FICA	\$2,300	\$480	20.89%
E 614-49840-125 Medicare	\$550	\$112	20.43%
E 614-49840-131 Employer Paid Health	\$4,100	\$0	0.00%
E 614-49840-134 Employer Paid Life	\$0	\$0	0.00%
E 614-49840-135 FSA Admin Fees (Emp Ben/TASC)	\$0	\$0	0.00%
E 614-49840-136 Employer Paid H.S.A.	\$1,500	\$0	0.00%
E 614-49840-151 Worker s Comp Insurance Prem	\$150	\$83	55.19%
E 614-49840-205 Service Incentives/Rewards	\$0	\$56	0.00%
E 614-49840-210 Operating Supplies (GENERAL)	\$500	\$0	0.00%
E 614-49840-212 Vehicle Operating Supplies	\$500	\$0	0.00%
E 614-49840-240 Small Tools and Minor Equip	\$2,000	\$153	7.65%
E 614-49840-300 Promotional Expense	\$500	\$0	0.00%
E 614-49840-302 Contracted Help	\$0	\$750	0.00%
E 614-49840-309 Conference Expense	\$350	\$0	0.00%
E 614-49840-321 Telephone	\$600	\$100	16.67%
E 614-49840-322 Postage	\$100	\$50	49.67%
E 614-49840-323 Administration Expense	\$0	\$0	0.00%
E 614-49840-324 Reimbursement	\$0	\$0	0.00%
E 614-49840-328 General Services Charge	\$3,100	\$2,325	75.00%
E 614-49840-331 Travel Expenses	\$1,500	\$0	0.00%
E 614-49840-350 Print/Binding (GENERAL)	\$0	\$48	0.00%
E 614-49840-360 Insurance (GENERAL)	\$200	\$164	82.00%
E 614-49840-404 Repairs/Maint Equipment	\$250	\$0	0.00%
E 614-49840-430 Miscellaneous (GENERAL)	\$0	\$0	0.00%
E 614-49840-433 Dues and Subscriptions	\$250	\$160	64.00%
E 614-49840-435 Licences, Permits and Fees	\$220	\$160	72.73%
E 614-49840-437 Sales Tax - Purchases	\$50	\$760	1520.00%
E 614-49840-711 T.O.- Reserve Fund	\$6,000	\$4,500	75.00%
E 614-49840-727 T.O. - Shared Tech	\$400	\$300	75.00%
E 614-49840-755 T.O. - City Car	\$150	\$113	75.00%
<b>Fund 614 CABLE ACCESS - OPERATIONS FUND</b>	<b>\$67,520</b>	<b>\$18,504</b>	<b>27%</b>

**Policy Limits** – The City will use debt only for capital improvement or projects that have a life of more than 4 years. The City will avoid using debt for cash flow borrowing, operations or repairs.

When possible, the City will not use debt to finance equipment purchases when it is possible to purchase the equipment on a pay-as-you-go basis with equipment replacement program or capital goods replacement plan reserves.

The City shall use its bonding authority to facilitate private development only when the development merits special consideration.

The City's capital goods replacement outlay plan shall contain debt assumptions which match this policy and requires a commitment to long-range financial planning which looks at multiple years of capital and debt needs.

**Legal Limits** – Minnesota Statutes, Section 475 prescribes the statutory debt limit that outstanding principal of debt cannot exceed 3% of estimated taxable market value. This limitation applies only to debt that is wholly tax-supported. The type of debt included is either general obligation debt of any size bond issue (G.O.) or lease revenue bond issues that were over \$1,000,000 at the time of issuance. However, there are also several other types of debt that do not count against the limit. G.O. tax increment, G.O. special assessment, G.O. utility revenue, G.O. recreational facility revenue, and HRA-issued debt are considered to have a separate revenue source other than just taxes and are excluded from the legal debt limit calculation. Local ordinances do not limit the City's ability to issue debt.

**Issuance Practices** – ~~The City uses the competitive sale method for its general obligation bond sales unless factors such as structure, size or market conditions compel the use of a negotiated sale.~~

~~The City may use an outside bond attorney, an independent financial advisor, and / or other service providers to assist with the structuring and sale of the bonds.~~

The City will utilize the sales method that is most advantageous after considering a variety of factors, including but not limited to, structure, size, term, market conditions, applicable regulations, etc.

The City will determine the sales method after consulting with the City's Municipal Advisor and / or other appropriate parties.

**Debt Structuring** – The City's collective debt shall amortize at least 50% of its principal within 15 years. In all cases, the maturity shall not exceed the life of the related assets.

**Conduit Debt** – The City may participate in conduit debt financings. Development proposals are reviewed to determine if they meet program objectives and whether the proposals are financially feasible.

It is the practice of the City to charge fees that range from 0.25% to 2.00% of the bond offering to cover the City's cost.

**Refunding** – Current refunding bonds may be utilized ~~when present value savings of 3% of refunded principal is or in concert with other bond issues to save costs of issuance~~ **when the projected savings, after factoring in all costs, yields enough savings to warrant moving forward. Council will determine on a case-by-case basis if sufficient savings have been attained.**

Advance refunding bonds may be utilized ~~when present value savings of 3% of refunded principal is achieved~~ **when statutory savings are met (present value savings is at least 3% of refunded debt service).**

Adopted by City Council September 08, 2008

Revisions Adopted by City Council **Month Day**, 2021

## PURPOSE

The goal of the City's ~~Capital Goods Replacement~~ Outlay Plan is to develop a comprehensive program for use by decision makers to guide capital investments in equipment and assets based on an assessment of the community's needs, taking into account the best use of limited resources while providing efficient and effective municipal resources.

There are two components to the City's Capital Outlay Plan;

- Departmental Capital Goods / Equipment Replacement Schedules
- Capital Improvement Plan (CIP)

**Departmental Capital Goods / Equipment Replacement Schedules** – The City strives to maintain its physical assets at a level that minimizes future repair and maintenance costs. To accomplish this goal, the City has established the Departmental Capital Goods / Equipment Replacement Schedules to annually budget and set aside funds for the timely replacement of City Equipment.

The Departmental Capital Goods / Equipment Replacement Schedules are maintained for;

- General Fund
  - City Clerk Department
  - Municipal Building
  - Police Department
  - Civil Defense
  - Street Department
  - Parks Department
  - Technology Share Components
- Fire Department
- Ambulance Department
- Water Department
- Waste Water Department
- Cable Access Department

**Capital Improvement Plan(CIP)** – The CIP is a five-year plan for capital improvements that is updated annually. The CIP review process includes analyzing projects contributing to the public health and welfare, projects helping to maintain and improve the efficiency of the existing systems, and projects that define a future need within the community.

The City will identify the estimated cost and potential funding sources for each capital project proposal in the CIP. Purchase contracts for equipment and projects included in the CIP must still be property authorized according to the City's Purchasing Policy.

The CIP ~~Capital Goods Replacement Plan~~ will include equipment and projects from any City Fund.

Adopted by City Council September 08, 2008

Revisions Adopted by City Council Month Day, 2021

Resources: City of Edina – Financial Management Policies – Adopted February 20, 2007 (Rev 03,2007, 12/2009 & 12/2011), David Drown & Associates Service Professional – Mike Bubany

S:\Finance\Finance Policy & Procedures\Current Adopted Policy & Procedures\2021 10 Financial Policies Review - Capital Goods - Proposed.doc

# *General Personnel Policy – Effective January 1, 2022*

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20176



CITY OF  
**CHATFIELD**  
MINNESOTA

## City of Chatfield, Minnesota General Personnel Policy

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## **1. Section 1 - Introduction**

### **1.1.Purpose**

It is the purpose of this policy to establish a uniform and equitable system of personnel administration for employees of the City of Chatfield. The policies described here are not conditions of employment, and the language is not intended to create a contract between the City of Chatfield and its employees. The policies are intended as a general guide to employees. They are not intended to be all-inclusive or to cover every situation, which may arise.

### **1.2.Scope**

Except as otherwise specifically provided, this policy applies to all employees of the City except the following:

- All elected officials;
- The City attorney and the health officer;
- Members of City boards, commissions and committees;
- Volunteer firefighters, volunteer ambulance personnel and other volunteer employees;
- Members of a collective bargaining unit. Refer to Labor Agreements for the Chatfield Police Department Officers and for the Public Works Department.
- Other employees not regularly employed in a full-time or part-time position.

## **2. Section 2 – Definitions**

- **Employee** – An individual who has successfully completed all stages of the selection process, including the probationary period.
- **Exempt Employee** – Employees who are not covered by the overtime provisions of the federal or state Fair Labor Standards Act.
- **FICA (Federal Insurance Contributions Act)** – FICA is the federal requirement that a certain amount be automatically withheld from employees' earnings. Specifically, FICA requires an employee contribution for Social Security and for Medicare. The city contributes a matching percent on behalf of each employee. Certain employees are exempt or partially exempt from these withholdings (e.g., police officers).
- **PERA – (Public Employees Retirement Association)** – Statewide pension program in which all city employees meeting program requirements must participate in accordance with Minnesota law. The city and the employee each contribute to the employee's retirement account.
- **Regular Full-time Employee:** - An employee that works a normal 40 hour week year-round in an ongoing position and has successfully passed the probationary period. This employee may be either a salaried or hourly wage earning employee.

In accordance with federal health care reform laws and regulations, the city must provide health insurance benefits to eligible employees and their dependents that work an average or are expected to work 30 or more hours per week or the equivalent of 130 hours or more per month. The City of

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Chatfield chooses to provide benefits to employees that work 20 hours or more per week on a prorated cost.

- **Regular Part-time Employee:** - An employee that normally works less than a 40 hour week year round in an ongoing position and successfully passed the probationary period. This employee may be either a salaried or hourly wage earning employee

In accordance with federal health care reform laws and regulations, the city must provide health insurance benefits to eligible employees and their dependents that work an average or are expected to work 30 or more hours per week or the equivalent of 130 hours or more per month. The City of Chatfield chooses to provide benefits to employees that work 20 hours or more per week on a prorated cost.

- **Seasonal Employee** – Employees who work only part of the year (100 days or less) to conduct seasonal work. Seasonal employees may be assigned to work a full-time or part-time schedule. Seasonal employees do not earn benefits or credit for seniority
- **Temporary Employee:** - Employees who work in temporary positions. Temporary jobs might have a defined start and end date or may be for the duration of a specific project. Temporary employees may be assigned to work a full-time or part-time schedule. Temporary employees do not earn benefits or credit for seniority.
- **Retirement:** - An employee is considered retired if they separate from service in good standing and are eligible for benefits from the Public Employees Retirement Association (PERA) or Social Security.

## **3. Section 3 - Employment**

### **3.1.Equal Opportunity Policy**

It is the policy of the City of Chatfield to select the best-qualified person for each position in the organization. No employee or applicant for employment will be discriminated against because of race, creed, color, religion, sex, national origin, ancestry, age, or disability. This policy applies to all employment practices and personnel actions.

### **3.2.Recruitment and Selection**

#### **3.2.1. Scope**

The city clerk or a designee will manage the hiring process for positions within the city. While the hiring process may be coordinated by staff, the City Council is responsible for the final hiring decision and must approve all hires to city employment. All hires will be made according to merit and fitness related to the position being filled.

#### **3.2.2. Features of the Recruitment System**

The city clerk or designee will determine if a vacancy will be filled through an open recruitment or by promotion, transfer, or some other method. This determination will be made on a case-by case basis. The majority of position vacancies will be filled through an open recruitment process.

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Application for employment will generally be made online or by application forms provided by the city. Other materials in lieu of a formal application may be accepted in certain recruitment situations as determined by the city clerk or designee. Supplemental questionnaires may be required in certain situations. All candidates must complete and submit the required application materials by the posted deadline, in order to be considered for the position. The deadline for application may be extended by the city clerk. Unsolicited applications will not be kept on file.

Position vacancies may be filled on an “acting” basis as needed. The City Council will approve all acting appointments. Pay rate adjustments, if any, will be determined by the City Council.

### **3.2.3. Testing and Examinations**

Applicant qualifications will be evaluated in one or more of the following ways: training and experience rating; written test; oral test or interview; performance or demonstrative test; physical agility test; or other appropriate job-related exam. For example:

- Keyboarding exercises for data entry positions
- Writing exercises for positions requiring writing as part of the job duties.
- “In-basket” exercise for an administrative support position (sets up real-life scenarios and items that would likely be given to the position for action, and asks the candidate to list and prioritize the steps they would take to complete the tasks)
- Mock presentation to the City Council for a planning director or other similar position.

Internal recruitments will be open to any city employee who: (1) has successfully completed the initial probation period; (2) meets the minimum qualifications for the vacant position; and (3) currently is and for the past year has been in good standing with the city.

The city clerk or designee will establish minimum qualifications for each position with input from the appropriate supervisor. To be eligible to participate in the selection process, a candidate must meet the minimum qualifications.

### **3.2.4. Pre-Employment Medical Exams**

The city clerk or designee may determine that a pre-employment medical examination, which may include psychological evaluation, is necessary to determine fitness to perform the essential functions of any city position. Where a medical examination is required, an offer of employment is contingent upon successful completion of the medical exam.

When pre-employment medical exam is required, it will be required of all candidates who are finalists and/or who are offered employment for a given job class. Information obtained from the medical exam will be treated as confidential medical records.

When required, the medical exam will be conducted by a licensed physician designated by the city with the cost of the exam paid by the city. (Psychological/psychiatric exams will be conducted by a licensed psychologist or psychiatrist). The physician will notify the city clerk or designee that a candidate either is or isn't medically able to perform the essential functions of the job, with or without accommodations, and whether the candidate passed a drug test, if applicable. If the candidate requires accommodation to perform one or more of the essential functions of the job, the city clerk or designee

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will confer with the physician and candidate regarding reasonable and acceptable accommodations. If a candidate is rejected for employment based on the results of the medical exam, he/she will be notified of this determination.

## **3.2.5. Selection Process**

The selection process will be a cooperative effort between the city clerk or designee and the hiring supervisor, subject to final hiring approval of the City Council. Any, all, or none of the candidates may be interviewed.

The process for hiring seasonal and temporary employees may be delegated to the appropriate supervisor with each hire subject to final City Council approval. Except where prohibited by law, seasonal and temporary employees may be terminated by the supervisor at any time, subject to City Council approval.

The city has the right to make the final hiring decision based on qualifications, abilities, experience and the City of Chatfield needs.

## **3.2.6. Background Checks**

All finalists for employment with the city will be subject to a background check to confirm information submitted as part of application materials and to assist in determining the candidate's suitability for the position. Except where already defined by state law, the city clerk will determine the level of background check to be conducted based on the position being filled.

## **3.3. Probation Period**

The probationary period is an integral part of the selection process and shall be utilized for observing the employee's work, for securing the most effective adjustment of the employee to the position, and for rejecting any employee whose performance does not meet the required work standards.

Every original and every promotional appointment is subject to a probationary period of six months after appointment, except in the case of police officers, whose probationary period shall be for one year.

The appointing authority may terminate an employee at any time during the probationary period if, in the appointing authority's opinion, the working test indicates that the employee is unable or unwilling to perform the duties of the position satisfactorily or that his or her habits and dependability do not merit continuance in the position. The employee so terminated shall be notified in writing of the reasons for the termination and shall not have the right to appeal unless he/she is a veteran, in which case the procedure prescribed in Minnesota Statute 197.46 shall be followed.

A regular employee terminated during the probationary period from a position to which he or she was transferred or promoted and not terminated from the city service as provided in these rules shall be placed back in the class from which the employee was transferred or promoted. The employee who has been hired to fill the transferred or promoted employee's position shall be considered a temporary employee for the length of the probation period of the regular employee.

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An employee who has completed the period of probationary service and who has not received, before completion of that period, a written notice from the department head or City Clerk that his or her services are terminated shall be considered to have successfully completed the probationary period and attained the status of a regular employee.

In the event that an employee transfers to a new position within the city, the employee must serve a new probation period of three months. An employee may not transfer positions while currently serving a probationary period.

## **3.4. Organization**

### **3.4.1. Job Descriptions**

The city will maintain job descriptions for each regular position. New positions will be developed as needed by must be approved by the City Council prior to the position being filled.

A job description is prepared for each position within the city. Each job description will include: position title, department, supervisor's title, FLSA status (exempt or non-exempt), primary objective of the position, essential functions of the position, examples of performance criteria, minimum requirements, desirable training and experience, supervisory responsibilities (if any), and extent of supervisory direction or guidance provided to position. In addition, job descriptions should also describe the benefits offered. Good attendance and compliance with work rules and policies are essential functions of all city positions

Prior to posting a vacant position the existing job description is reviewed by the city clerk or designee and the hiring supervisor to ensure the job description is an accurate reflection of the position and that the stated job qualifications do not present artificial barriers to employment.

A current job description is provided to each new employee. Supervisors are responsible for revising job descriptions as necessary to ensure that the position's duties and responsibilities are accurately reflected. All revisions are reviewed and must be approved by the city clerk

### **3.4.2. Assigning and Scheduling Work**

Assignment of work duties and scheduling work is the responsibility of the supervisor subject to the approval of the city clerk.

### **3.4.3. Job Descriptions and Classifications**

Assignment of job titles, establishment of minimum qualifications, and the maintenance of job descriptions and related records is the responsibility of the city clerk.

## **3.5. Officials Under Workers' Compensation Act**

Pursuant to Minnesota Statute 176.011, subdivision 9, clause 6, the elected officials of the City and those municipal officers appointed for a regular term of office are hereby included in the coverage of the Minnesota Worker's Compensation Act.

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## 3.6.Compensation

*The City's pay system is designed to ensure that pay equity is maintained for all employees, regardless of gender. This goal is measured through participation in the State of Minnesota's Pay Equity reporting system, which evaluates the City's pay system every third year.*

*The City's pay system is designed to clearly state the value of each position by establishing the minimum and maximum amount of money that the City will pay an employee in any particular pay grade. The system provides steps for employees to climb as they gain experience and expertise in their position.*

*The "minimum" is associated with the entry level pay the City is willing to pay an individual who is "minimally" qualified for the position.*

*The "midpoint," or Step 4 of the pay grade, is what the City typically expects to pay its fully contributing employees, employees who have spent some time on the job (perhaps 3 – 5 years) and are "up to speed" with all aspects of their position. The midpoint is usually a reflection of the average pay found in the market and was used in developing the pay structure currently in use.*

*The "maximum" represents the highest amount paid to employees for their continued successful performance. Each step above the mid-point, including the maximum, is pay above the market average and, as such, recognizes an employee's skills and overall work contribution.*

*The City routinely monitors pay made to similar positions in similarly situated cities and makes adjustments to the pay grid as needed to stay current with market conditions."*

### 3.6.1. Direct Deposit

As provided for in Minnesota law, all employees are required to participate in direct deposit. Employees are responsible for notifying the city clerk's office of any change in status, including changes in address, phone number, names of beneficiaries, marital status, etc.

### 3.6.2. Hourly Wages or Salary

Employees of the city shall be compensated according to the schedule established by the City Council. Any hourly wage or salary so established is the total compensation for employment. Unless approved by the Council, no employee shall receive pay from the City in addition to the salary authorized for the position to which he or she has been appointed. Temporary and seasonal employees are not entitled to sick leave, vacation leave or holidays with pay. Expense reimbursement or travel expenses may be authorized in addition to regular pay.

Compensation for seasonal and temporary employees will be set by the City Council at the time of hire, or on an annual basis.

Under the Minnesota Wage Disclosure Protection Law, employees have the right to tell any person the amount of their own wages. While the Minnesota Government Data Practices Act (Minn. Sta. 13.43), specifically lists an employee's actual gross salary and salary range as public personnel data, Minnesota law also requires wage disclosure protection rights and remedies to be included in employer personnel handbooks. To that end, and in accordance with Minn. Stat. 181.172, employers may not:

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- Require nondisclosure by an employee of his or her wages as a condition of employment.
- Require an employee to sign a waiver or other document which purports to deny an employee the right to disclose the employee's wages.
- Take any adverse employment action against an employee for disclosing the employee's own wages or discussing another employee's wages which have been disclosed voluntarily.
- Retaliate against an employee for asserting rights or remedies under Minn Stat. 181.172, subd. 3.

The city cannot retaliate against an employee for disclosing his/her own wages. An employee's remedies under the Wage Disclosure Protection Law are to bring a civil action against the city and/or file a complaint with the Minnesota Department of Labor and Industry at (651) 284-5070 or (800) 342-5354.

### **3.6.3. Hours Of Work**

#### ***Work Hours***

The work week (two work weeks per pay period) and work day / shift for all City employees shall be determined by the department head. The regular work schedule shall conform to the provisions of the Fair Labor Standards act of 1974.

The normal work year consists of 2080 hours for full time employees, including all hours worked, assigned training and authorized absences for administration and public works and 2184 hours for the police department.

The normal pay period consists of;

- Administration – ten (10) eight (8) hour work days / shifts.
- Police Department – seven (7) twelve (12) hour work days / shifts
- Public Works – ten (10) eight (8) hour work days / shifts.

Holidays and authorized leave time are to be calculated on the basis of the actual length of the normal work day / shift

Employee work schedules and opportunities to work remotely will be established by supervisors with the approval of the city clerk.

For public works employees, the normally scheduled shifts shall be between the hours of 7 a.m. and 4:30 p.m., Monday through Friday. The Employer shall give seven days advance notice to the Employees affected by the establishment of scheduled shifts different from the Employees' normally scheduled shift. In the event work is required because of unusual circumstances such as but not limited to, fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, no advance notice need be given.

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Part-time, seasonal, and temporary positions: In order to comply with law while avoiding penalties, part-time employees will be scheduled with business needs and in a manner that ensures positions retain part-time status as intended. Employees in part-time and temporary positions will not be permitted to work more than 28 hours/week, including hours worked and paid leave (such as vacation leave, sick leave or holiday leave). All shifts, including schedule trades or picked-up shifts, must be pre-approved by supervisor. Unpaid furloughs may be imposed on employees who exceed 28 hours/week. Working a shift without prior approval may result in discipline, up to and including termination of employment. In some rare instances, a part-time, seasonal, or temporary employee may be offered health insurance in order to comply with federal health care reform laws and regulations.

## **3.6.4. Meal Breaks and Rest Periods**

A paid (15) minute break is allowed within each four (4) consecutive hours of work. An unpaid thirty (30) minute lunch period is provided when an employee works eight (8) or more consecutive hours. Employees are expected to use these breaks as intended and will not be permitted to adjust work start time, end time or lunch time by saving these breaks.

## **3.6.5. Time Reporting**

Employees are expected to work the number of hours per week as established for their position. Employees will be paid according to the time reported on their time sheets. To comply with the provisions of the federal and state Fair Labor Standards Acts, hours worked and any leave time used by non-exempt employees are to be recorded daily and submitted to payroll on a bi-weekly basis. Reporting false information on a time sheet may be cause for immediate termination.

If the actual hours paid is different than what was submitted on the time sheet a signature authorizing the change is required by the employee, department head or City Clerk.

## **3.6.6. Overtime Pay / Compensatory Time / Shift Differential / Call-Back / Weekend Rounds**

The City of Chatfield has established this overtime policy to comply with applicable state and federal laws governing accrual and use of overtime. The city clerk will determine whether each employee is designated as “exempt” or “non-exempt” from earning overtime. In general, employees in executive, administrative, and professional job classes are exempt; all others are non-exempt.

### ***Non-Exempt (Overtime-Eligible) Employees***

The City recognizes some employees may be required to work extra hours in emergency situations and during peak workload periods. The scheduling and payment of compensatory time or overtime will be in accordance with the applicable Fair Labor Standards Act and the following:

The immediate supervisor must give specific approval prior to its being earned or used.

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Pre-authorization may be presumed by employees in emergency situations such as excess snowfall, flood, severe storms, water main breaks, lift stations malfunctions or other similar situations where the immediate response of staff is required to avert endangerment of life, home or property.

Compensatory time off must receive prior approval from the immediate supervisor. The supervisor will normally consider workload and the potential for service interruptions when deciding whether it is possible to grant the time off. Compensatory time must be used or paid in cash in the same calendar year in which it is earned. If any compensatory time is remaining at the time of processing the last payroll of the calendar year, the cash value of that compensatory time will be paid to the employee with their regular pay.

Hourly employees will be compensated at one and one-half (1 ½) times the regular full time employee's regular base pay rate for hours worked in excess of the employee's regularly scheduled shift. Public Works shifts are typically eight hours and the Police Department shifts are typically 12 hours.

Overtime hours worked shall be paid either in the form of salary during the pay period in which they were earned or as compensatory time off at the employee's choice. Compensatory time will be earned at a rate of one and one-half (1 ½) times the actual overtime hours worked. Compensatory time may be accumulated to a maximum of Eighty 80 hours for Administration and Public Works / Eight Four(84) hours for PD. Compensatory time will be taken off in the same manner as vacation

Overtime will be calculated to the nearest fifteen (15) minutes.

If an employee is asked to work before or after the 7:00 a.m. – 4:30 p.m. timeframe, and if that work does not result in overtime pay, the hours worked before or after 7:00 a.m. – 4:30 p.m. will be paid at a rate of 1.10 times the regular rate of pay. (For example, if an employee begins plowing snow at 4:00 a.m. and stops working at 12:00 noon, which would be an eight hour day, the hours worked between 4:00 a.m. and 7:00 a.m. will be paid at a rate that is 10% higher than the employee's regular rate of pay.)

**Call Back Time:** In the event that public works staff are called out to respond to a broken water main, sewer back-up or any other such matter, outside of normal working hours, they will be paid a minimum of two hours at their overtime rate of pay.

**Weekend Rounds:** In recognition of the fact that at least one public works employee is needed to monitor, and adjust as necessary, the wells and wastewater plant, and to address other minor needs on the weekend, three hours of overtime pay will be paid to the individual assigned to that duty on each Saturday and Sunday. If that person is also assigned to monitor and adjust the municipal swimming pool, another hour will be paid for each visit to the pool, to a maximum of two each day, on Saturday and Sunday while the pool is open. If an employee is

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assigned to monitor the swimming pool only, that person will be paid one hour for a morning check and one hour for the afternoon check.

## *Exempt (Non-Overtime-Eligible) Employees*

Exempt employees are expected to work the hours necessary to meet the performance expectations outlined by their supervisors. Generally, to meet these expectations, and for reasons of public accountancy, an exempt employee will need to work 40 or more hours per week. Exempt employees do not receive pay or compensatory time for the hours worked over 40 in one work week but are allowed to flex their schedules, complying with the requirements in the Leave Policy for Exempt Employees.

Exempt employees are paid on a salary basis. This means they receive a predetermined amount of pay each pay period and are not paid by the hour. Their pay does not vary based on the quality or quantity of work performed, and they receive their full weekly salary for any week in which any work is performed.

The City of Chatfield will only make deductions from the weekly salary of an exempt employee in the following situations:

- The employee is in a position that does not earn vacation or personal leave and is absent for a day or more for personal reasons other than sickness or accident.
- The employee is in a position that earns sick leave, receives a short-term disability benefit or workers' compensation wage loss benefits, and is absent for a full day due to sickness or disability, but he/she is either not yet qualified to use the paid leave or he/she has exhausted all of his/her paid leave.
- The employee is absent for a full workweek and, for whatever reason, the absence is not charged to paid leave (for example, a situation where the employee has exhausted all of his/her paid leave or a situation where the employee does not earn paid leave).
- The very first workweek or the very last workweek of employment with the city in which the employee does not work a full week. In this case, the city will prorate the employee's salary based on the time actually worked.
- The employee is in a position that earns paid leave and is absent for a partial day due to personal reasons, illness, or injury, but:
  - Paid leave has not been requested or has been denied.
  - Paid leave is exhausted.
  - The employee has specifically requested unpaid leave.
- The employee is suspended without pay for a full day or more for disciplinary reasons for violations of any written policy that is applied to all employees.
- The employee takes unpaid leave under the FMLA.
- The City of Chatfield may for budgetary reasons implement a voluntary or involuntary unpaid leave program and, under this program, make deductions from the weekly salary of an exempt employee. In this case, the employee will be treated as non-exempt for any workweek in which the budget-related deductions are made.

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The City of Chatfield will not make deductions from pay due to exempt employees being absent for jury duty or attendance as a witness but will require the employee to pay back to the city any amounts received by the employee as jury fees or witness fees.

If the city inadvertently makes an improper deduction to the weekly salary of an exempt employee, the city will reimburse the employee and make appropriate changes to comply in the future.

All employees, in all departments are required to work overtime as requested by their supervisors as a condition of continued employment. Refusal to work overtime may result in disciplinary action. Supervisors will make reasonable efforts to balance the personal need of their employees when assigning overtime work.

## **Leave Policy for Exempt Employees**

Exempt employees are required to work the number of hours necessary to fulfill their responsibilities including evening meetings and/or on-call hours. The normal hours of business for exempt staff include their approved regular Monday through Friday schedule, plus evening meetings as necessary.

Absences of less than four (4) hours do not require advance notice as it is presumed that the staff member regularly puts in work hours above and beyond their regular required weekly schedule. Exempt employees must communicate any absence longer than four (4) hours to the city clerk or his/her designee.

If one of the above employees is regularly absent from work under this policy and it is found that there is excessive time away from work that is not justified, the situation will be handled as a performance issue. If it appears that less than forty (40) hours per week is needed to fulfill the position's responsibilities, the position will be reviewed to determine whether a part-time position will meet the needs of the city. Additional notification and approval requirements may be adopted by the city clerk for specific situations as determined necessary.

### **3.6.7. Court Time –**

A police officer who is required to appear in Court during his scheduled off-duty time shall receive a minimum of four (4) hours' pay at one and one-half (1 ½) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for Court appearance does not qualify the employee for the four (4) hour minimum.

When a police officer is placed on-call, or stand-by, for court and the on-call or stand-by is cancelled after 4:45 pm. on the business day immediately preceding the scheduled court appearance, the employee shall be paid the minimum court time provided in the paragraph above.

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## **3.6.8. Pay Day**

Employees shall be paid every two weeks, on the Thursday following the end of the scheduled pay period. When a payday falls on a holiday, employees shall receive their pay the preceding workday.

If Regular Part-time employees scheduled work day falls on a holiday, the employee will be paid regular pay for that day.

The City is required by law to make four deductions from paychecks - Social Security, PERA, Federal income tax and State income tax. Temporary, seasonal, and intern positions may not be eligible for PERA. Eligibility is determined on a case-by-case basis and generally depends on length of service and earnings.

## **3.6.9. Reimbursement – Travel / Mileage / Meals**

Employees who are required to use their personal vehicles for City business are entitled to reimbursement as per the IRS approved rate.

If employees are required to travel outside of the area in performance of their duties as a city employee, they will receive reimbursement of expenses for meals, lodging and necessary expenses incurred. However, the city will not reimburse employees for meals connected with training or meetings within city limits, unless the training or meeting is held as a breakfast, lunch or dinner meeting.

Employees who find it necessary to use their private automobiles for city travel and who do not receive a car allowance will be reimbursed at the standard IRS mileage rate.

Expenses for meals, including sales tax and gratuity, will be reimbursed according to this policy. No reimbursement will be made for alcoholic beverages. Meal expenses of \$35.00 per day will be allowed.

A full reimbursement, over the maximum defined, may be authorized if a lower cost meal is not available when attending banquets, training sessions, or meetings of professional organizations.

## **3.6.10. Adverse Weather Conditions**

City facilities will generally be open during adverse weather. Due to individual circumstances, each employee will have to evaluate the weather and road conditions in deciding to report to work (or leave early). Employees not reporting to work for reasons of personal safety will not normally have their pay reduced as a result of this absence. Employees will be allowed to use accrued vacation time, compensatory time or sick time, or with supervisor approval, may modify the work schedule or make other reasonable schedule adjustments.

Police Officers and public works maintenance employees will generally be required to report to work regardless of conditions.

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Decisions to cancel departmental programs (special events, recreation programs, etc.) will be made by the respective supervisor or the city clerk.

## **3.7.Leaves**

Depending upon an employee's situation, more than one form of leave may apply during the same period of time (e.g., the Family and Medical Leave Act is likely to apply during a worker's compensation absence). An employee will need to meet the requirements of each form of leave separately. Leave requests will be evaluated on a case-by case basis.

Except as otherwise stated, all paid time off, taken under any of the city's leave programs, must be taken consecutively, with no intervening unpaid leave. The city will provide employees with time away from work as required by state or federal statutes, of there are requirement for such time off that are not described in the personnel policies.

### **3.7.1. Administrative Leave**

Under special circumstances, an employee may be placed on an administrative leave pending the outcome of an internal or external investigation. The leave may be paid or unpaid, depending on the circumstances, as determined by the city clerk with the approval of the City Council.

### **3.7.2. Adoptive Parents [State Law requirement for cities with more than 21 employees]**

Adoptive parents will be given the same opportunities for leave as biological parents (see provisions for Parenting Leave). The leave must be for the purpose of arranging the child's placement or caring for the child after placement. Such leave must begin before or at the time of the child's placement in the adoptive home.

### **3.7.3. Bone Marrow Donation Leave [State Law requirement for cities with more than 20 employees]**

Employees working an average of 20 or more hours per week may take paid leave, not to exceed 40 hours unless agreed to by the city, to undergo medical procedures to donate bone marrow. The city may require a physician's verification of the purpose and length of the leave requested to donate bone marrow. If there is a medical determination that the employee does not qualify as a bone marrow donor, the paid leave of absence granted to the employee prior to that medical determination is not forfeited.

### **3.7.4. Elections / Voting**

An employee selected to serve as an election judge pursuant to Minnesota law, will be allowed time off without pay for purposes of serving as an election judge, provided that the employee gives the city at least ten (10) days written notice.

All employees eligible to vote at a State general election, at an election to fill a vacancy in the office of the United States Senator or Representative, or in a Presidential primary, will be allowed time off with pay to vote on the election day. Employees wanting to take advantage of such leave are required to work with their supervisors to avoid coverage issues.

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## **3.7.5. Funeral Leave**

Employees will be permitted to use up to three (3) consecutive working days, with pay, as funeral leave upon the death of an immediate family member. This paid leave will not be deducted from the employee's vacation or sick leave balance.

The amount of time off, and funeral leave approved, will be determined by the supervisor or city clerk depending on individual circumstances (such as the closeness of the relative, arrangements to be made, distance to the funeral, etc.)

Sick leave may also be granted for a maximum of five days in addition to the 3 day funeral leave.

## **3.7.6. Holidays**

The following calendar days and such other days as the Council may fix are paid holidays:

- New Year's Day, January 1
- Martin Luther King Day, the third Monday in January
- President's Day, the third Monday in February
- Memorial Day, the last Monday in May
- Juneteenth, the 19<sup>th</sup> of June
- Independence Day, July 4
- Labor Day, the first Monday in September
- Veterans Day, November 11
- Thanksgiving Day, the fourth Thursday in November
- Friday after Thanksgiving Day
- Christmas Eve Day – Close at Noon when the 24<sup>th</sup> is on a Monday – Thursday.
- Christmas Day, December 25

All employees in regular positions are entitled to time off with full pay on holidays. Temporary and seasonal employees are not entitled to holiday pay. City Hall shall be closed for business on each such holiday, but employees may be required to work on paid holidays when the natures of their duties or other conditions require.

Regular employees who work on a holiday will be paid at the rate of one and one-half (1 ½) times the employee's base rate of pay for the number of actual hours worked and the employee will be paid straight time for the holiday shift. When a holiday falls on an employee's day off, that employee shall be given an additional paid shift off.

When New Year's Day, Independence Day, Veteran's Day or Christmas Day fall on Sunday, the following Monday is a paid holiday, and if any such day falls on Saturday, the preceding Friday is a holiday. When a holiday falls on a day when a full-time police officer or Librarian is not regularly scheduled to work, that employee's holiday will be considered to be that regularly scheduled work day that is closest to the actual holiday. Regular part time employees are entitled to pay on a holiday only if they would normally be scheduled to work on the day of the week designated as the holiday and they will be paid only for the number of hours they would have worked.

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If regular part-time employees scheduled day to work falls on a holiday, the employee will be paid regular pay for that day.

## **3.7.7. Job Related Injury or Illness**

All employees are required to report any job –related illnesses or injuries to their supervisor immediately (no matter how minor). If a supervisor is not available and the nature of the injury or illness requires immediate treatment, the employee is to go to the nearest available medical facility for treatment and, as soon as possible, notify his/her supervisor of the action taken. In the case of a serious emergency, 911 should be called.

If the injury is not of an emergency nature, but requires medical attention, the employee will report it to the supervisor and make arrangements for a medical appointment.

Workers' compensation benefits and procedures to return to work will be applied according to applicable state and federal laws.

## **3.7.8. Jury Duty Leave**

Regular full-time and part-time employees will be granted paid leaves of absence for required jury duty. Such employees will be required to turn over any compensation they receive for jury duty, minus mileage reimbursement, to the city in order to receive their regular wages for the period. Time spent on jury duty will not be counted as time worked in computing overtime.

Employees excused or released from jury duty during their regular working hours will report to their regular work duties as soon as reasonably possible or will take accrued vacation, sick or compensatory time to make up the difference.

Employees are required to notify their supervisor as soon as possible after receiving notice to report for jury duty. The employee will be responsible for ensuring that a report of time spent on jury duty and pay form is completed by the clerk of court so the city will be able to determine the amount of compensation due for the period involved.

Temporary and seasonal employees are generally not eligible for compensation for absences due to jury duty, but can take a leave without pay subject to department head approval. However, if a temporary or seasonal employee is classified as exempt, he/she will receive compensation for the jury duty time.

## **3.7.9. Leaves without Pay**

The city clerk may authorize leave without pay for up to thirty (30) days. Leave without pay for greater periods may be granted by the City Council to a maximum of one (1) year.

Normally employee benefits will not be earned by an employee while on leave without pay. However, the city's contribution toward health and life insurance may be continued, if approved by the City Council, for leaves of up to ninety (90) days when the leave is for medical reasons and FMLA has been exhausted.

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If an employee is on a regular leave without pay and is not working any hours, the employee will not accrue (or be paid for) holidays, sick leave, or vacation leave. Employees who are working reduced hours while on this type of leave will receive holiday pay on a prorated basis and will accrue sick leave and vacation leave based on actual hours worked. Leave without pay hours will not count toward seniority and all accrued vacation leave and compensatory time must normally be used before an unpaid leave of absence will be approved.

To qualify for leave without pay, an employee need not have used all sick leave earned unless the leave is for medical reasons. (An employee absent for Parenting Leave is not required to use sick leave). Leave without pay for purposes other than medical leave or work-related injuries will be at the convenience of the city.

Employees returning from a leave without pay for a reason other than a qualified Parenting Leave or FMLA, will be guaranteed return to the original position only for absences of thirty (30) calendar days or less.

Employees receiving leave without pay in excess of thirty (30) calendar days, for reasons other than qualified Parenting Leave or FMLA, are not guaranteed return to their original position. If their original position or a position of similar or lesser status is available, it may be offered at the discretion of the city clerk subject to approval by the City Council.

Note: The Family and Medical Leave Act (29 CFR Part 825) provides certain employees with up to 12 workweeks of unpaid, job-protected leave a year, and requires group health benefits to be maintained during the leave as if employees continued to work instead of taking leave.

The FMLA applies to all public agencies, including state, local and federal employers, and local education agencies (schools). To be eligible for the FMLA leave, an employee must work for a covered employer and:

- Have worked for that employer for at least 12 months; and
- Have worked at least 1,250 hours during the 12 months prior to the start of the FMLA leave; and
- Work at a location where at least 50 employees are employed at the location or within 75 miles of the location.

### **3.7.10. Military Leave**

State and federal laws provide protections and benefits to city employees who are called to military service, whether in the reserves or on active duty. Such employees are entitled to a leave of absence without loss of pay, seniority status efficiency rating, or benefits for the time the employee is engaged in training or active service not exceeding a total of 15 days in any calendar year.

The leave of absence is only in the event the employee returns to employment with the city as required upon being relieved from service, or is prevented from returning by physical or mental disability or other cause not the fault of the employee, or is required by the proper authority to

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continue in military or naval service beyond the fifteen (15) day paid leave of absence. Employees on extended unpaid military leave will receive fifteen (15) days paid leave of absence in each calendar year, not to exceed five years.

Where possible, notice is to be provided to the city at least ten (10) working days in advance of the requested leave. If an employee has not yet used his/her (15) days of paid leave when called to active duty, any unused paid time will be allowed for the active duty time, prior to the unpaid leave of absence.

Employees returning from military service will be reemployed in the job that they would have attained had they not been absent for military service and with the same seniority, status and pay, as well as other rights and benefits determined by seniority. Unpaid military leave will be considered hours worked for the purpose of vacation leave and sick leave accruals.

Eligibility for continuation of insurance coverage for employees on military leave beyond fifteen (15) days will follow the same procedures as for any employee on an unpaid leave of absence.

## **3.7.11. Pregnancy and Parenting Leave**

Group insurance coverage will remain in effect during the leave, in which the employee must pay the full premium.

Employees who work twenty (20) hours or more per week and have been employed more than one year are entitled to take an unpaid leave of absence under the Pregnancy and Parenting Leave Act of Minnesota. Female employees for prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions as well as a biological or adoptive parent in conjunction with after the birth or adoption of a child is eligible for up to 12 weeks of unpaid leave and must begin within twelve (12) months of the birth or adoption of the child. In the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital. Employee should provide reasonable notice.

Employees are required to use accrued leave (i.e., sick leave, vacation leave, etc.) during Parenting Leave. If the employee has any FMLA eligibility remaining at the time of this leave commences, this leave will also count as FMLA leave. The two leaves will run concurrently. The employee is entitled to return to work in the same position and at the same rate of pay the employee was receiving prior to commencement of the leave. Group insurance coverage will remain available while the employee is on leave pursuant to the Pregnancy and Parenting Leave Act, but the employee will be responsible for the entire premium unless otherwise provided in this policy (ie. Where leave is also FMLA qualifying). For employees on an FMLA absence as well, the employer contributions toward insurance benefits will continue during the FMLA leave absence.

## **3.7.12. Reasonable Unpaid Work Time for Nursing Mothers**

Nursing mothers will be provided reasonable unpaid break time for nursing mothers to express milk for nursing her child for one year after the child's birth. The city will provide a room (other than a bathroom) as close as possible to the employee's work area, that is shielded from view and

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free from intrusion from coworkers and the public and includes access to an electrical outlet, where the nursing mother can express milk in private.

### **3.7.13. School Conference Leave**

Any employee who has worked half time or more for than 12 consecutive months may take unpaid leave for up to a total of sixteen (16) hours during any 12 month period to attend school conferences or classroom activities related to the employee's child (under 18 or under 20 and still attending secondary school), provided the conference or classroom activities cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the city. Employees may choose to use vacation or sick leave hours for this absence in order to receive pay, but are not required to do so.

### **3.7.14. Sick Leave**

Every regular full time employee is entitled to sick leave with pay at the rate of one day for each calendar month of full-time service or major fraction thereof. Sick leave may be accumulated to a maximum of one hundred twenty (120) days / (960) hours. Sick leave does not accrue during an unpaid leave of absence.

Regular part-time employees who work an average of twenty (20) hours per week will accumulate sick leave at one-half the rate of full-time employees, up to a maximum of 480 hours. Regular part-time employees who work an average of thirty (30) hours per week will accumulate sick leave at three-fourths the rate of full-time employees, up to a maximum of 720 hours. Temporary and seasonal employees are not entitled to sick leave.

Sick leave is authorized absence from work with pay, granted to qualified regular full-time and part-time employees. Sick leave is a privilege

Sick leave may also be granted for a maximum of five days in addition to the Funeral Leave benefit..

To be eligible for sick leave with pay, employees shall:

- Report as soon as possible to their department heads the reasons for this absence;
- Keep their department head informed of their condition and if the absence is for more than five days duration, submit a medical certificate for any absence.
- Submit a physician's statement upon request.

After an absence, a physician's statement may be required on the employee's first day back to work, indicating the nature of the illness or medical condition and attesting to the employee's ability to return to work and safely perform the essential functions of the job with or without reasonable accommodation.

Any work restrictions must be stated clearly on the return-to-work form. Employees who have been asked to provide such a statement may not be allowed to return to work until they

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comply with this provision. Sick leave may be denied for any employee required to provide a doctor's statement until such a statement is provided.

The city has the right to obtain a second medical opinion to determine the validity of an employee's workers' compensation or sick leave claim, or to obtain information related to restrictions or an employee's ability to work. The city will arrange and pay for an appropriate medical evaluation when it is required by the city.

Using or claiming sick leave for a purpose not authorized may be cause for disciplinary action.

For the purpose of accumulating additional vacation or sick leave, an employee using earned vacation or sick leave is considered to be working.

During the probationary period following an original appointment, an employee is not entitled to sick leave or vacation leave. After the end of the probationary period, an employee is entitled to sick leave and vacation leave accrued from the start of probationary employment.

Sick leave may be used as follows;

- When an employee is unable to perform work duties due to illness or disability (including pregnancy).
- For medical, dental or other care provider appointments.
- When an employee has been exposed to a contagious disease of such a nature that his/her presence at the work place could endanger the health of others.
- To care for the employee's injured or ill children, including stepchildren or foster children, for such reasonable periods as the employee's attendance with the child may be necessary.
- To take children, or other family members to a medical, dental or other care provider appointment.
- To care for an ill spouse, father, father-in-law, mother, mother-in-law, stepparent, grandparent, grandchild, sister or brother.
- Safety leave [New July1, 2014] Employees are authorized to use sick leave for reasonable absences for themselves or relatives (employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent) who are providing or receiving assistance because they, or a relative is a victim of sexual assault, domestic abuse, or stalking. Safety leave for those listed, other than the employee and the employee's child, is limited to 160 hours in any 12 month period.

Pursuant to Minn. Stat. 181.9413, eligible employees may use up to 160 hours of sick leave in any 12 month period for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, grandparent, stepparent, parent-in-law (mother-in-law and father-in-law), and grandchild (includes step-grandchild, biological, adopted, or foster grandchild).

After accrued sick leave has been exhausted, vacation leave may be used upon approval of the city clerk, to the extent the employee is entitled to such leave.

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Employees must normally use sick leave prior to using paid vacation, or compensatory time and prior to an unpaid leave of absence during a medical leave, except where Parenting Leave under Minnesota law and the medical leave overlap.

## **3.7.15. Vacation Leave Benefit**

Every regular full time employee of the City of Chatfield is entitled to the following paid vacation benefit:

- 6.70 hours of Vacation will accrue upon the completion of each calendar month in the first five years of employment.
- 10.00 hours of Vacation will accrue upon the completion of each calendar month after the completion of five years of service and this rate will continue through the tenth year of employment.
- 11.66 hours of Vacation will accrue upon the completion of each calendar month worked after the completion of ten years of service and this rate will continue through the fifteenth year of employment
- 13.33 hours of Vacation will accrue upon the completion of each calendar month worked after the completion of fifteen years of service and this rate will continue through the twentieth year of employment.
- 15.00 hours of Vacation will accrue upon the completion of each calendar month worked after the completion of twenty years of service and this rate will continue through the twenty-fifth of employment.
- 16.68 hours of Vacation will accrue upon the completion of each calendar month worked after the completion of twenty-five years of employment.

Vacation hours will be accrued per month and are available upon accrual after successfully completing their probationary period.

Vacation leave may be used as earned, subject to approval by the department head of the time at which it may be taken. No more than 320 hours of vacation leave can be carried at any given time for full-time employees.

Regular part-time employees who work an average of twenty (20) hours per week will accrue vacation at one-half the rate of regular full-time employees and can carry no more than 160 hours of vacation leave. Regular part-time employees who work an average of thirty (30) hours per week will accumulate vacation leave at three-fourths the rate of full-time employees, up to a maximum of 240 hours. Temporary and seasonal employees are not entitled to vacation leave.

Any employee leaving the municipal service will be compensated for vacation leave accrued and unused to the date of separation.

### **Accrual Rate**

For the purpose of determining an employee's vacation accrual rate, years of service will include all continuous time that the employee has worked at the city (including authorized unpaid leave).

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Employees who are rehired after terminating city employment will not receive credit for their prior service unless specifically negotiated at the time of hire.

## **3.7.16. Victim or Witness Leave**

An employer must allow a victim or witness, who is subpoenaed or requested by the prosecutor to attend court for the purpose of giving testimony, or is the spouse or immediate family member (immediate family member includes parent, spouse, child or sibling of the employee) of such victim, reasonable time off from work to attend criminal proceedings related to the victim's case. [See Safely Leave under the Sick Leave Policy for additional information on leave benefits available to employees and certain family members]

## **3.8. Insurance Benefits**

### **3.8.1. Health**

**Waiting Period:** New employees become eligible for coverage the first day of the month following completion of a thirty (30) day waiting period.

**Options:** The City offers three options of health insurance through Minnesota Public Employees Insurance Program. Regular full-time employees are eligible for health insurance at the following rates:

**For single coverage:** The employer will pay 100% of the premium costs for a single premium.

**For family coverage:** The employer will pay the equivalent of a single premium plus half the remainder of the family premium coverage. The remainder of the premium will be deducted from the employee's paycheck.

**If the employee chooses the high deductible/HSA plan, the City will contribute to the employee's health savings account an amount equal to the maximum out of pocket expense for Cost Level 2 of the Public Employee Insurance.**

**Regular part-time employees** who average twenty (20) hours per week are eligible for health insurance as well as all other benefits that the City offers, with the City paying  $\frac{1}{2}$  the rate of full time employees,  $\frac{1}{2}$  of the premium benefit and  $\frac{1}{2}$  of the HSA benefit. Regular part-time employees who work an average of thirty (30) hours per week are eligible for health insurance as well as all other benefits that the City offers, with the City paying  $\frac{3}{4}$  the rate of full time employees,  $\frac{3}{4}$  of the premium benefit and  $\frac{3}{4}$  of the HSA benefit. This benefit does not apply to temporary or seasonal employees.

### **3.8.2. Accident**

The City of Chatfield offers each regular full-time and regular part-time employee the option to obtain additional life insurance accident insurance, in which the premiums will be deducted from the employee's paycheck.

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### **3.8.3. Cancer**

The City of Chatfield offers each regular full-time and regular part-time employee the option to obtain additional cancer insurance, in which the premiums will be deducted from the employees paycheck.

### **3.8.4. Dental**

The City of Chatfield offers each regular full-time and regular part-time employee the option to obtain additional dental insurance, in which the premiums will be deducted from the employees paycheck.

### **3.8.5. Life**

The City of Chatfield offers each regular full-time and regular part-time employee the option to obtain additional life insurance, in which the premiums will be deducted from the employees paycheck.

## **3.9. Pension/Retirement Benefits**

The city participated in the Public Employees Retirement Association (PERA) to provide pension benefits for its eligible employees to help plan for a successful and secure retirement. Participation in PERA is mandatory for most employees, and contributions into PERA begin immediately. The city and the employee contribute to PERA each pay period as determined by state law. Most employees are also required to contribute a portion of each pay check for Social Security and Medicare (the city matches the employee's Social Security and Medicare withholding).

## **3.10. Additional Benefits**

### **3.10.1. Employee Education & Training**

The city promotes staff development as an essential, ongoing function needed to maintain and improve cost effective quality service to residents. The purposes for staff development are to ensure that employees develop and maintain the knowledge and skills necessary for effective job performance and to provide employees with an opportunity for job enrichment and mobility.

#### ***Policy***

The City will pay for the costs of an employee's participation in training and attendance at professional conferences, provided that attendance is approved in advance under the following criteria and procedures:

#### ***Job-Related Training & Conferences***

The subject matter of the training session or conference is directly job-related and relevant to the performance of the employee's work responsibilities. Responsibilities outlined in the job description, annual work program requirements and training goals and objectives that have been developed for the employee will be considered in determining if the request is job-related. CLE or similar courses taken by an employee in order to maintain licensing or other professional accreditation will not be eligible for payment under this policy unless the subject matter relates

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directly to the employee's duties, even though the employee may be required to maintain such licensing or accreditation as a condition of employment with the city.

The supervisor and the city clerk are responsible for determining job-relatedness and approving or disapproving training and conference attendance.

## **3.10.2. Job-Related Meetings**

Attendance at professional meetings costing \$150 or less and directly related to the performance of the employee's work responsibilities do not require the approval of the city clerk. Advance supervisor approval is required to ensure adequate department coverage.

## **3.10.3. Training & Conferences**

The request for participation in a training session or conference must be submitted to the employee's supervisor on the appropriate enrollment form. All requests must include an estimate of the total cost (training session, travel, meals, etc.) and a statement of how the education or training is related to the performance of the employee's work responsibilities with the city.

Requests totaling more than \$150 must be approved by the employee's supervisor and the city clerk. Documentation approving conference or training attendance will be provided to the employee with a copy placed in the employee's personnel file.

Payment information such as invoices, billing statements, etc., regarding the conference or training should be forwarded to accounting for prompt payment.

### ***Out of State Travel***

Attendance or training or conferences out of state is approved only if the training or conference is not available locally. All requests for out of state travel are reviewed for approval/disapproval by the city clerk.

### ***Compensation for Travel & Training Time***

Time spent traveling to and from, as well as time spent attending a training session or conference, will be compensated in accordance with the federal Fair Labor Standards Act. Each day at a conference or training session will be considered equivalent to a regular day at work, not to exceed the value of eight (8) hours.

Travel and other related training expenses will be reimbursed subject to the employee providing necessary receipts and appropriate documentation.

## **3.10.4. Fitness Center**

The City offers access to a fitness center for all full and part-time employees who are not temporary or seasonal employees. Refer to the Employee Fitness Center Rules of Operation for details.

## **3.10.5. Holiday Gala**

An annual appreciation gathering is hosted by the Economic Development Authority for City Employees, Council, Boards, Commissions, and Volunteers

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## **3.10.6. Memberships and Dues**

The purpose of memberships to various professional organizations must be directly related to the betterment of the services of the city. Normally, one city membership per agency, as determined by the city clerk is allowed, providing funds are available.

Upon separation of employment, individual memberships remain with the city and are transferred to another employee by the supervisor.

## **3.10.7. Technology Reimbursement**

To ensure fair and dependable communications between the Employer and Employees, along with establishing data connection where that is relevant, each full-time regular employee, and the cable television administrator, will be paid a monthly stipend of \$50.00 to assist the employees in maintaining a personal cell phone that can be used in the course of their work. Employees who work an average of 20 - 29 hours per week will receive \$25.00 per month and \$37.50 will be paid to employees who work 30 – 39 hours per week. This stipend would be considered taxable income. If any employee does not use a cell phone, this benefit will not be extended to them. For those people in the positions of Chief of Police, Ambulance Director, Superintendent of City Services, Librarian, Cable Television Administrator, and City Clerk, the City may choose to provide them with a city-owned telephone in lieu of the monthly stipend, at the discretion of the City.

## **3.10.8. Tuition Reimbursement**

The City of Chatfield wants to encourage an environment of educational growth. To be considered for tuition reimbursement, the employee must be in good standing and have been employed by the city for at least one year. All requests for tuition reimbursement will be considered on a case-by-case basis by the city clerk, with final approval/disapproval provided by the City Council.

Courses taken for credit at an approved educational institution must meet the following criteria to be approved for reimbursement:

- Courses must be directly related to the employee's present position (whether required for a degree program or not): OR
- Courses must be directly related to a reasonable promotional opportunity in the same field of work as present position (whether part of a degree program or not).

The City will pay the cost of tuition upon successful completion (C grade or better; "pass" in a pass/fail course) of the approved course. Reimbursements will be prorated for part-time employees. The maximum reimbursement per course will be based on an average course cost at the University of Minnesota. Employees may elect to attend a more costly school provided they pay the difference in cost. Employees must reimburse the city if they voluntarily leave employment within twelve (12) months of receiving tuition reimbursement from the city.

Tuition reimbursement for an individual employee will not exceed \$2,500 per year. *The maximum amount of tuition benefit that will be paid in any one year to all employees will not exceed \$5,000.00.*

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## **4. Code of Conduct**

### **4.1. Conduct as a City Employee**

In accepting city employment, employees become representatives of the city and are responsible for assisting and serving the citizens for whom they work. An employee's primary responsibility is to serve the residents of Chatfield. Employees should exhibit conduct that is ethical, professional, responsive, and of standards becoming of a city employee. To achieve this goal, employees must adhere to established policies, rules and procedures and follow the instructions of their supervisors.

The following are job requirements for every position of the City of Chatfield. All employees are expected to:

- Perform assigned duties to the best of their ability at all times.
- Render prompt and courteous service to the public at all times.
- Read, understand, and comply with the rules and regulations as set forth in these personnel policies as well as those of their departments.
- Conduct themselves professionally toward both residents and staff and respond to inquiries and information request with patience and every possible courtesy.
- Report any and all unsafe conditions to the immediate supervisor.
- Maintain good attendance while meeting the goals set by your supervisor.

### **4.2. Appearance and Dress Guidelines**

When uniforms are required, the City will provide an allowance for them.

Administration – will be provided with 5 indoor attire city shirts or a combination of shirts, sweaters, vests, jackets per year with department head approval. This will provide a professional image to citizens and customers approaching the City Offices. The amount of benefit that will be paid out to any one employee will not exceed \$300 in any one year.

Police – New employees with the Chatfield Police Department for the first year of employment are provided, at the expense of the City, the complete uniform, equipment, and accessories required by the Police Department which shall remain the property of the City. After the first year of employment, each employee shall be entitled to a uniform/equipment/accessory reimbursement allowance of six hundred seventy-five dollars (\$675.00) in each year of the contract, for the purchase and maintenance of uniforms and equipment. Each employee shall be allowed to carry over up to two hundred dollars (\$200.00) from one calendar year to the next calendar year.

Public Works – The City provides each employee.... The Employer will provide pants to the Employees through a contract with a uniform provider (currently Ameripride.) The Employer will also continue to provide an adequate number of shirts and outerwear, as needed consistent with past practices. In addition, for any task that requires safety boots, those boots will be provided by the City. The amount of benefit that will be paid out in any one employee will not exceed \$700 in any one year.

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## **4.3.Attendance**

The appropriate department head with the approval of the City Council shall establish work schedules for personnel.

The regular work week for employees is based on 40 hours per week, except as otherwise established by the department head in accordance with custom and needs of the department.

Each employee should arrive on time in accordance with their departmental schedules, and should work the normal hours established for the position. From time to time, absence or tardiness is unavoidable. Employees who are absent or will be late are expected to notify their supervisor, or the person designated by the supervisor, before the start of the employee's scheduled shift.

Any absence that is not authorized may subject the employee to disciplinary action. The absence of an employee for three (3) consecutive days without approval may, in the discretion of the City, constitute resignation by that employee.

## **4.4.Cellular Phone Use**

This policy is intended to define acceptable and unacceptable uses of city issued cellular telephones. Its application is to ensure cellular phone usage is consistent with the best interests of the city without unnecessary restriction of employees in the conduct of their duties. This policy will be implemented to prevent the improper use or abuse of cellular phones and to ensure that city employees exercise high standards of propriety in their use.

### **General Policy**

Cellular telephones are intended for the use of city employees in the conduct of their work for the city. Supervisors are responsible for the cellular telephones assigned to their employees and will exercise discretion in their use. Nothing in this policy will limit supervisor discretion to allow reasonable and prudent personal use of such telephones or equipment provided that:

- Its use in no way limits the conduct of work of the employee or other employees.
- No personal profit is gained or outside employment is served.

Regardless of who pays the bill, cell phone records about city business are subject to the Minnesota Government Data Practices Act. What this means is that if a request were received, the city would be under the obligation to determine what information is public data and what information is private data and would need access to the employee's phone records and possibly the phone itself in order to provide the data that is being requested. Therefore, the best practice is to limit usage of personal cell phones for city business to that which is truly necessary or be prepared to produce your cell phone and the associated records if needed.

An employee will not be reimbursed for business-related calls without prior authorization from his/her supervisor. Supervisors may also prohibit employees from carrying their own personal cell phones during working hours if it interferes with the performance of their job duties.

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Use of public resources by city employees for personal gain and/or private use including, but not limited to, outside employment or political campaign purposes, is prohibited and subject to disciplinary action which may include termination and/or criminal prosecution, depending on the circumstances. Incidental and occasional personal use may be permitted with the consent of the supervisor.

Personal calls will be made or received only when absolutely necessary. Such calls must not interfere with working operations and are to be completed as quickly as possible. In cases where the city does not regard accounting for personal calls to be unreasonable or administratively impractical due to the minimal cost involved, personal calls made by employees on a city-provided cellular phone must be paid for by the employee through reimbursement to the city based on actual cost listed on the city's phone bill.

## **Procedures**

It is the objective of the City of Chatfield to prevent and correct any abuse or misuse of cellular telephones through the application of this policy. Employees who abuse or misuse such telephones may be subject to disciplinary action.

## **Responsibility**

The city clerk, or designee, will have primary responsibility for implementation and coordination of this policy. All supervisors will be responsible for enforcement within their departments..

## **4.5.Conflict of Interest**

City employees are to remove themselves from situations in which they would have to take action or make a decision where that action or decision could be a perceived or actual conflict of interest or could result in a personal benefit for themselves or a family member. If an employee has any question about whether such a conflict exists, he/she should consult with the City Clerk.

## **4.6.Driver's License / Driving Policy**

This policy applies to all employees who drive a vehicle on city business whether driving a city-owned vehicle or their own personal vehicle. The city expects all employees who are required to drive as part of their job to drive safely and legally while on city business and to maintain a good driving record.

The city may examine driving records at any time for all employees who are covered by this policy to determine compliance with this policy. Employees who lose their driver's license or receive restrictions on their license are required to notify their immediate supervisor on the first work day after any temporary, pending or permanent action is taken on their license and to keep their supervisor informed of any changes thereafter.

The city will determine appropriate action on a case-by case basis.

## **4.7.Falsification of Records**

Any employee who makes false statements or commits, or attempts to commit, fraud in an effort to prevent the impartial application of these policies will be subject to immediate disciplinary action up to and including termination and potential criminal prosecution.

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## **4.8. Grievance Procedure**

Any dispute between an employee and the city relative to the application, meaning or interpretation of these personnel policies will be settled in the following manner:

**Step 1:** The employee must present the grievance in writing, stating the nature of the grievance, the facts on which it is based, the provision or provisions of the personnel policies allegedly violated and the remedy requested, to the proper supervisor within twenty-one (21) days after the alleged violation or dispute has occurred. The supervisor will respond to the employee in writing within seven (7) calendar days.

**Step 2:** If the grievance has not been settled in accordance with Step 1, it must be presented in writing, stating the nature of the grievance, the facts on which it is based, the provision or provisions of the Personnel Policies allegedly violated, and the remedy requested, by the employee to the city clerk within seven (7) days after the supervisor's response is due. The city clerk or his/her designee will respond to the employee in writing within seven (7) calendar days. The decision of the city clerk is final for all disputes with the exception of those specific components in a performance evaluation subject to a challenge through the Minnesota Department of Administration.

### **4.8.1. Waiver**

If a grievance is not presented within the time limits set forth above, it will be considered "waived." If a grievance is not appealed to the next step in the specified time limit or any agreed extension thereof, it will be considered settled on the basis of the city's last answer. If the city does not answer a grievance or an appeal within the specified time limits, the employee may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the city and the employee without prejudice to either party.

The following actions are not grievable:

1. While certain components of a performance evaluation, such as disputed facts reported to be incomplete or inaccurate are challengeable, other performance evaluation data, including subjective assessments are not.
2. Pay increases or lack thereof; and
3. Merit pay awards.

The above list is not meant to be all inclusive or exhaustive.

## **4.9. Information and Technology Policy**

### **4.9.1. Scope**

Everything included in this policy is subject to the Minnesota Data Practices Act and is the Property of the City of Chatfield

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## **4.9.2. General Information**

This policy serves to protect the security and integrity of the City of Chatfield's electronic communication and information systems by educating employees about appropriate and safe use of available technology resources. Computers and related equipment used by City employees are the property of the City. The City reserves the right to inspect, without notice, all data, e-mails, settings or any other aspect of a City-owned computer or related system, including personal information created or maintained by an employee. The City shall do so on an as-needed basis as determined by the City Clerk or Department Head.

An employee who violates any aspect of this policy may be subject to revocation of certain system privileges or disciplinary action up to and including termination.

This policy applies to all users of the City's electronic communication and information system, including but not limited to regular, temporary and seasonal employees, volunteers, appointed and elected officials.

## **4.9.3. Personal Use**

The City recognizes that some personal use of City-owned computers and related equipment has and shall continue to occur. Some controls are necessary, however, to protect the City's equipment and computer network and to prevent abuse of this privilege.

- Reasonable, incidental personal use of City computers and software (e.g. word processing, spreadsheets, e-mail, Internet, etc.) is allowed but should never preempt or interfere with work use. All use of City computers and software, including personal use, must be consistent with provisions in this policy.
- Employees shall not connect their own personal tools or equipment to City owned systems (such as digital cameras, disks or flash drives, etc.), without prior approval the City Technology Officer or Department Head and must follow provided directions for protecting the City's computer network
- Files from appropriate personal use of the City's equipment may be stored on your computer's hard drive, providing the size of all personal files does not create conflict of storage space (guideline 50MB).
- The City may inspect any data or information stored on its equipment or network, even if the information is personal to the employee.
- City equipment or technology shall not be used for personal business interests, for-profit ventures, political activities or other uses deemed by the City Clerk to be inconsistent with City activities. If there is any question about whether a use is appropriate it should be forwarded to the City Clerk for a determination.
- Only city employees may use city-owned equipment.

## **4.9.4. Software, Hardware, Games and Screen Savers**

In general, the City shall provide all software and hardware required for an employee to perform his or her job duties. Requests for new or different equipment or software should be made to your supervisor. Except as provided below, employees shall not download or install any

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software on their computer without the prior approval of the City Technology Officer. The City reserves the right to remove any unauthorized programs or software, equipment, downloads or other resources.

Microsoft and Apple clipart and photo files contained on the site [www.microsoft.com](http://www.microsoft.com) or [www.apple.com](http://www.apple.com) may be downloaded by employees without prior approval. Automatic Microsoft or Apple updates may be downloaded without prior approval and should be completed by a user within two days of notice.

Unapproved software or downloads (free or purchased), hardware, games, screensavers, toolbars, clipart, music and movie clips, other equipment, software, or downloads that have not been specifically approved by the City Technology Officer may compromise the integrity of the city's computer system and are prohibited.

#### **4.9.5. Internet**

The following considerations apply to all uses of the Internet whether business related or personal.

- There is no quality control on the Internet. All information found on the Internet should be considered suspect until confirmed by another source.
- Employees may not participate in any Internet chat room unless the topic area is related to City business.
- The City may monitor any employee's use of the Internet without prior notice, as deemed appropriate by the City Clerk.
- Reasonable personal use of the Internet during non-work hours (breaks, lunch hour, before or after work) is permitted. Employees may not at any time access inappropriate sites. Some examples of inappropriate sites include, but are not limited to, adult entertainment, sexually explicit material, or material advocating intolerance of other people, races, or religions, etc. With the exception of the Police Department for use in an investigation. If you are unsure whether a site may include inappropriate information, you should not visit it.
- Internet use during work hours should be limited to subjects directly related to job duties.
- No software or files may be downloaded from the Internet unless approved in advance by the City Technology Officer. This includes but is not limited to free software or downloads, maps, weather information, toolbars, music or photo files, clipart, screensavers and games.

#### **4.9.6. Electronic Mail**

The City provides employees with an e-mail address for work-related use. Some personal use of the City's e-mail system by employees is allowed, provided it does not interfere with an employee's normal work and is consistent with all City policies.

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Employee e-mails (including those that are personal in nature) may be considered “public” data and may not be protected by privacy laws. E-mail may also be monitored as directed by the City Clerk and without notice to the employee. The following policies relate to e-mails of both business and personal content;

- Use common sense and focus primarily on using e-mail for City business. Never transmit an e-mail that you would not want your boss or other employees to read (e.g. avoid gossip, personal information, swearing, etc.)
- Use caution or avoid corresponding by e-mail on confidential communications (e.g. letters of reprimand, correspondence with attorneys, medical information, etc.)
- Do not open e-mail attachments or links from an unknown sender. Delete junk or “spam” e-mail without opening it if possible. Do not respond to unknown senders.
- Do not use harassing language, including sexually harassing language or any other remarks including insensitive language or derogatory, offensive or insulting comments or jokes in an e-mail.
- Do not gossip or include personal information about yourself or others in an e-mail.
- Do not curse or use swear words in an e-mail.

#### **4.9.7. Storing and Transferring Documents**

Electronic documents, including e-mails and business-related materials created on any employee’s home or personal computer for City business, should be stored on the City network in accordance with records retention policies for that department. The following are some general guidelines that may be useful to consider:

- E-mail that is simple correspondence and not on official record of City business should be deleted (from both the “inbox” and “Deleted” box) as soon as possible and should not be retained by employees for more than three months. The City shall not retain e-mails longer than one year on the network or in the network back-ups
- E-mail that constitutes an official record of City business must be kept in accordance with all records retention requirements for the department and should be copied to appropriate network files for storage.
- City-related documents that an employee creates on his or her home computer or any other computer system should be copied to the City’s network files.
- Documents or e-mails that may be classified as protected or private information should be stored separately from all other materials.

If you are unsure whether an e-mail or other document is a government record for purposes of records retention laws, or whether it is considered protected or private, check with your Department Head.

Practice caution transferring required data, documents and information between computer systems stored on a floppy disc, CD-ROM, flash or USB drive, or other storage media. These items may also be used to transmit computer viruses or other items harmful to the City’s computer network.

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The City has installed anti-virus software on each computer to protect against these threats by automatically scanning storage media for viruses and similar concerns. The anti-virus software provides automatic updates.

#### **4.9.8. Passwords and Physical Security of Equipment**

Employees are responsible for maintaining all computer and media passwords and following these guidelines:

- All media addresses and passwords are the property of the City. All are immediately surrendered to the city upon termination or suspension.
- Your passwords should not be shared or told to anyone.
- Passwords should not be stored in any location on or near the computer. If necessary, store your password in a document or hard copy file that is locked when you are absent from your desk. Do not store it electronically in a palm pilot or cell phone system.

It is recommended that employees lock their workstation (press Ctrl+Alt+Del keys) if you shall be away from your desk or office for more than five minutes. Unlock your computer by doing the same and typing in your password. Use caution if you leave equipment unattended because it is generally small and portable. Do not leave city computer equipment in an unlocked vehicle or unattended at any off-site facility (airport, restaurant, etc.) If your office or desk area is in a high-traffic public area, check with the City Clerk about appropriate security measures.

#### **4.9.9. Notice of Computer Problems**

Employees are responsible for notifying their Department Head or the City Technology Officer about computer problems or odd computer behavior. Employees should err on the side of caution when reporting issues because small problems may indicate a more serious network or computer system issue.

#### **4.9.10. Laptop/Portable Computer /I-Pad Use**

It is the responsibility of the employee using a laptop computer or other portable equipment, to keep the equipment in a safe environment, protected to the extent possible from theft or damage. Any portable computer damaged or stolen must be reported immediately to the City. All data collected, stored, processed or disseminated by City employees on portable computer equipment owned by the City is governed by the Data Privacy Act. Additional software or programs may not be loaded without prior authorization and any copying of software on a portable computer for personal use is prohibited.

#### **4.10. Media Requests**

All city employees have a responsibility to help communicate accurate and timely information to the public in a professional manner. Requests for private data or information outside of the scope of an individual's job duties should be routed to the appropriate department or to city clerk. Any employee who identifies a mistake in reporting should bring the error to the city clerk or other appropriate staff.

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Regardless of whether the communication is in the employee's official city role or in a personal capacity, employees must comply with all laws related to trademark, copyright, software use, etc.

With the exception of routine events and basic information that is readily available to the public, all requests for interviews or information from the media are to be routed through the city clerk. No city employee is authorized to speak on behalf of the city without prior authorization from the city clerk. Media request include anything intended to be published or viewable to others in some form such as television, radio, newspapers, newsletters, social media postings, and websites. When responding to media requests, employees should follow these steps:

1. If the request is for routine or public information (such as a meeting time or agenda), provide the information and notify the city clerk of the request.
2. If the request is regarding information about city personnel, potential litigation, controversial issues, an opinion on a city matter, or if an employee is unsure if the request is a "routine" question, forward the request to the city clerk. An appropriate response would be, "I'm sorry, I don't have the full information regarding that issue. Let me take some basic information and submit your request to the appropriate person, who will get back to you as soon as they can." Then ask the media representative's name, questions, deadline and contact information.

All news releases concerning city personnel will be the responsibility of the city clerk.

When/if the city clerk authorizes a staff person to communicate on behalf of the city in interviews, publications, news releases, on social media sites, and related communications, employees must:

- Identify themselves as representing the city. Account names on social media sites must be clearly connected to the city and approved by the city clerk.
- Be respectful, professional and truthful when providing information. In most cases, only factual information (not opinions or editorial comments) should be provided: "The city finished street cleaning on 16 streets in the northwest corner of the city this past week" instead of "The city is doing a great job with street cleaning this year!" Corrections must be issued when needed.
- Generally not include personal opinions in official city statements. One exception is communications related to promoting a city service. For example, an employee could post the following on the city's Facebook page: "My family visited Hill Park this weekend and really enjoyed the new band shelter." Employees who have been approved to use social media sites on behalf of the city should seek assistance from the city clerk on this topic.
- Notify the city clerk if they will be using their personal technology (cell phones, home computer, cameras, etc.) for city business. Employees should be aware that the data transmitted or stored may be subject to the Minnesota Government Data Practices Act.

## **4.11. Personal Communications and Use of Social Media**

It is important for city employees to remember that the personal communications of employees may reflect on the city, especially if employees are commenting on city business. The following guidelines apply to personal communications, including various forms such as social media

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(Facebook, Twitter, blogs, YouTube, etc.), letters to the editor of newspapers and personal endorsements:

- Remember that what you write or post is public, and will be so for a long time. It may also be spread to large audiences. Use common sense when using email or social media sites. It is a good idea to refrain from sending or posting information or photos that you would not want your boss or other employees to read, or that you would be embarrassed to see in the newspaper. Keep in mind harassment, bullying, threats of violence, discrimination or retaliation that would not be permissible in the workplace is not permissible between coworkers online, even if it is done after hours, from home and on home computers.
- The City of Chatfield expects its employees to be fair, courteous, and respectful to supervisors, co-workers, citizens, customers and other persons associated with the city. Avoid using statements photographs, video or audio that may be viewed as malicious, obscene, threatening or intimidating, disparaging, or might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of sex, race national origin, age, color, creed, religion, disability, marital status, familial status, veteran status, sexual orientation, status with regard to public assistance or membership or activity in a local commission.
- If you publish something related to city business, identify yourself and use a disclaimer such as "I am an employee of the City of Chatfield. However, these are my own opinions and do not represent those of the City of Chatfield."
- City resources, working time or official city positions cannot be used for personal profit or business interests, or to participate in personal political activity. Some examples: a building inspector could not use the city's logo, email, or working time to promote his/her side business as a plumber; a parks employee should not access a park after hours even though he or she may have a key; a clerk, while working at City Hall, should not campaign for a friend who is running for City Council.
- Personal social media account names should not be tied to the city (e.g. CityChatfieldCop)

## **4.12. Personal Telephone Calls / Texting / E-mailing**

Personal communication is to be made or received only when truly necessary (e.g., family or medical emergency). They are not to interfere with city work and are to be completed as quickly as possible. Any personal long distance calls or faxes made on city equipment will be paid for by the employee.

## **4.13. Respectful Workplace Policy**

*(Includes sexual harassment prevention)*

The intent of this policy is to provide general guidelines about the conduct that is and is not appropriate in the workplace. The city acknowledges that this policy cannot possibly predict all

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situations that might arise, and also recognizes that some employees are exposed to disrespectful behavior, and even violence, by the very nature of their jobs.

## *Applicability*

Maintaining a respectful work environment is a shared responsibility. This policy is applicable to all city personnel including regular and temporary employees, volunteers, firefighters, EMT's and City Council members.

## *Abusive Customer Behavior*

While the city has a strong commitment to customer service, the city does not expect that employees accept verbal abuse from any customer. An employee may request that a supervisor intervene when a customer is abusive, or they may defuse the situation themselves, including ending the contact.

If there is a concern over the possibility of physical violence, a supervisor should be contacted immediately. When extreme conditions dictate, 911 may be called. Employees should leave the area immediately when violence is imminent unless their duties require them to remain. Employees must notify their supervisor about the incident as soon as possible.

## *Types of Disrespectful Behavior*

The following types of behaviors cause a disruption in the workplace and are, in many instances, unlawful:

- **Violent Behavior** – Includes the use of physical force, harassment, bullying or intimidation.
- **Discriminatory Behavior** – Includes inappropriate remarks about or conduct related to a person's race, color, creed, religion, national origin, disability, sex, marital status, age, sexual orientation, familial status, or status with regard to public assistance.
- **Offensive Behavior** – may include such actions as rudeness, angry outburst, inappropriate humor, vulgar obscenities, name calling, disparaging language, or any other behavior regarded as offensive to a reasonable person based upon violent or discriminatory behavior as listed above. It is not possible to anticipate in this policy every example of offensive behavior. Accordingly, employees are encouraged to discuss with their fellow employees and supervisor what is regarded as offensive, taking into account the sensibilities of employees and the possibility of public reaction. Although the standard for how employees treat each other and the general public will be the same throughout the city, there may be differences between work groups about what is appropriate in other circumstances unique to a work group. If an employee is unsure whether a particular behavior is appropriate, the employee should request clarification from their supervisor or the city clerk.
- **Sexual harassment** – can consist of a wide range of unwanted and unwelcome sexually directed behavior such as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

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- Submitting to the conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
- Submitting to or rejecting the conduct is used as the basis for an employment decision affecting an individual's employment; or
- Such conduct has the purpose or result of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Sexual harassment includes, but is not limited to, the following;

- Unwelcome or unwanted sexual advances. This means stalking, patting, pinching, brushing up against, hugging, cornering, kissing fondling or any other similar physical contact considered unacceptable by another individual.
- Verbal or written abuse, kidding, or comments that are sexually-oriented and considered unacceptable by another individual. This includes comments about an individual's body or appearance where such comments go beyond mere courtesy, telling "dirty jokes" or any other tasteless, sexually oriented comments, innuendos or actions that offend others.
- Requests or demands for sexual favors. This includes subtle or obvious expectations, pressures, or requests for any type of sexual favor, along with an implied or specific promise of favorable treatment (or negative consequence) concerning one's current or future job.
- **Possession and Use of Dangerous Weapons** - Possession or use of a dangerous weapon (see attached definitions) is prohibited on city property, in city vehicles, or in any personal vehicle, which is being used for city business. This includes employees with a valid permit to carry firearms.

The following exceptions to the dangerous weapons prohibition are as follows:

- Employees legally in possession of a firearm for which the employee holds a valid permit, if required, and said firearm is secured within an attended personal vehicle or concealed from view within a locked unattended personal vehicle while that person is working on city property.
- A person who is showing or transferring the weapon or firearm to a police officer as part of an investigation.
- Police officers and employees who are in possession of a weapon or firearm in the scope of their official duties.

## *Employee Response to Disrespectful Workplace Behavior*

Employees who believe that disrespectful behavior is occurring are encouraged to deal with the situation in one of the ways listed below. However, if the allegations involve violent behavior, sexual harassment, or discriminatory behavior, then the employee is responsible for taking one of the actions below. If employees see or overhear a violation of this policy, they are encouraged to follow the steps below.

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Step 1(a). Politely, but firmly tell whoever is engaging in the disrespectful behavior how you feel about their actions. Politely request the person to stop the behavior because you feel intimidated, offended, or uncomfortable. If practical, bring a witness with you for this discussion.

Step 1(b). If you fear adverse consequences could result from telling the offender or if the matter is not resolved by direct contact, go to your supervisor or city clerk. The person to whom you speak is responsible for documenting the issues and forgiving you a status report on the matter no later than ten business days after your report.

Step 1(c). In case of violent behavior, all employees are required to report the incident immediately to their supervisor, city clerk, or Police Department. Any employee who observes sexual harassment or discriminatory behavior, or receives any reliable information about such conduct, must report it within two business days to a supervisor or the city clerk.

Step 2. If, after what is considered to be a reasonable length of time (for example, 30 days), you believe inadequate action is being taken to resolve your complaint/concern, the next step is to report the incident to the mayor.

## *Supervisor's Response to Allegations of Disrespectful Workplace Behavior*

Employees who have a complaint of disrespectful workplace behavior will be taken seriously. In the case of sexual harassment or discriminatory behavior, a supervisor must report the allegations within two business days to the city clerk, who will determine whether an investigation is warranted. A supervisor must act upon such a report even if requested otherwise by the victim. In situations other than sexual harassment and discriminatory behavior, supervisors will use the following guidelines when an allegation is reported:

Step 1. If the nature of the allegations and the wishes of the victim warrant a simple intervention, the supervisor may choose to handle the matter informally. The supervisor may conduct a coaching session with the offender, explaining the impact of his/her actions and requiring that the conduct not reoccur. This approach is particularly appropriate when there is some ambiguity about whether the conduct was disrespectful.

Step 2. If a formal investigation is warranted, the individual alleging a violation of this policy will be interviewed to discuss the nature of the allegations. The person being interviewed may have someone of his/her own choosing present during the interview. The investigator will obtain the following description of the incident, including date, time and place:

- Corroborating evidence.
- A list of witnesses.
- Identification of the offender.

**Step 3.** The Supervisor must notify the city clerk about the allegations.

**Step 4.** As soon as practical after receiving the written or verbal complaint, the alleged policy violator will be informed of the allegations. The alleged violator will have the opportunity to answer questions and respond to the allegations.

**Step 5.** After adequate investigation and consultation with the appropriate personnel, a decision will be made regarding whether or not disciplinary action will be taken.

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**Step 6.** The alleged violator and complainant will be advised of the findings and conclusions as soon as practicable.

## *Special Reporting Requirements*

When the supervisor is perceived to be the cause of a disrespectful workplace behavior incident, a report will be made to the city clerk who will assume the responsibility for investigation and discipline.

If the city clerk is perceived to be the cause of a disrespectful workplace behavior incident, a report will be made to the city attorney who will confer with the mayor and City Council regarding appropriate investigation and action.

If a council member is perceived to be the cause of a disrespectful workplace behavior incident involving city personnel, the report will be made to the city clerk and referred to the city attorney who will undertake the necessary investigation. The city attorney will report his/her findings to the City Council, which will take the action it deems appropriate.

Pending completion of the investigation, the city clerk may at his/her discretion take appropriate action to protect the alleged victim, other employees, or citizens.

## *Confidentiality*

A person reporting or witnessing a violation of this policy cannot be guaranteed anonymity. The person's name and statements may have to be provided to the alleged offender. All complaints and investigative materials will be contained in a file separate from the involved employees' personnel files. If disciplinary action does result from the investigation, the results of the disciplinary action will then become a part of the employee(s) personnel file(s).

## *Retaliation*

Consistent with the terms of applicable statutes and city personnel policies, the city may discipline any individual who retaliates against any person who reports alleged violations of this policy. The city may also discipline any individual who retaliates against any participant in an investigation, proceeding or hearing relating to the report of alleged violations. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.

### **4.14. Smoking**

The City of Chatfield observes and supports the Minnesota Clean Indoor Air Act. All city buildings and vehicles, in their entirety, shall be designated as tobacco free, meaning that smoking in any form (through the use of tobacco products such as pipes, cigars, and cigarettes) or "vaping" with e-cigarettes is prohibited while in a city facility or vehicle.

**Drug and Alcohol Free Workplace** The City is sincerely concerned with the safety and welfare of its employees and the public it serves. The City acknowledges its obligation to provide safe and healthful working conditions for all employees and a safe and healthful environment for the community.

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## **4.15. Sexual Harassment Prevention**

The City of Chatfield is committed to creating and maintaining a work place free of harassment and discrimination. Such harassment is a violation of Title VII of the Civil Rights Act of 1964 and the Minnesota Human Rights Act.

In keeping with this commitment, the city maintains a strict policy prohibiting unlawful harassment, including sexual harassment. This policy prohibits harassment in any form, including verbal and physical harassment.

This policy statement is intended to make all employees sensitive to the matter of sexual harassment, to express the city's strong disapproval of unlawful sexual harassment, to advise employees against this behavior and to inform them of their rights and obligations. The most effective way to address any sexual harassment issue is to bring it to the attention of management.

### ***Definitions –***

To provide employees with a better understanding of what constitutes sexual harassment, the definition, based on Minnesota Statute 363.01, subdivision 41, is provided: sexual harassment includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact, or other verbal or physical conduct or communication of a sexual nature, when:

- Submitting to the conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
- Submitting to or rejecting the conduct is used as the basis for an employment decision affecting an individual's employment; or
- Such conduct has the purpose or result of unreasonably interfering with an individual's work performance or creating in intimidating, hostile or offensive work environment.

Examples of inappropriate conduct include but are not limited to: unwanted physical contact; unwelcome sexual jokes or comments; sexually explicit posters or pinups; repeated and unwelcome requests for dates or sexual favors; sexual gestures or any indication, expressed or implied, that job security or any other condition of employment depends on submission to or rejection of unwelcome sexual requests or behavior. In summary, sexual harassment is the unwanted, unwelcome and repeated action of an individual against another individual, using sexual overtones as a means of creating stress.

### ***Expectations–***

The City of Chatfield recognizes the need to educate its employees on the subject of sexual harassment and stands committed to providing information and training. All employees are expected to treat each other and the general public with respect and to assist in fostering an environment that is free from unwanted harassment. Violations of this policy may result in discipline, including possible termination. Each situation will be evaluated on a case-by-case basis.

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Employees who feel that they have been victims of sexual harassment, or employees who are aware of such harassment, should immediately report their concerns to any of the following:

1. Immediate supervisor;
2. City Clerk
3. Mayor or City Council member

In addition to notifying one of the above persons and stating the nature of the harassment, the employee is also encouraged to take the following steps;

1. Make it clear to the harasser that the conduct is unwelcome and document that conversation.
2. Document the occurrences of harassment.
3. Submit the documented complaints to your supervisor, city clerk, mayor, or any member of the City Council. Employees are strongly encouraged to put the complaint in writing.
4. Document any further harassment or reprisals that occur after the initial complaint is made.

The city urges that conduct which is viewed as offensive be reported immediately to allow for corrective action to be taken through education and immediate counseling, if appropriate. Management has the obligation to provide an environment free of sexual harassment. The city is obligated to prevent and correct unlawful harassment in a manner which does not abridge the rights of the accused. To accomplish this task, the cooperation of all employees is required.

The City will take action to correct any and all reported harassment to the extent evidence is available to verify the alleged harassment and any related retaliation. All allegations will be investigated. Strict confidentiality is not possible in all cases of sexual harassment as the accused has the right to answer charges made against them; particularly if discipline is a possible outcome. Reasonable efforts will be made to respect the confidentiality of the individuals involved, to the extent possible.

An employee who makes a false complaint or provides false information during an investigation may be subject to disciplinary action, up to and including termination.

## ***Retaliation–***

The City of Chatfield will not tolerate retaliation or intimidation directed towards anyone who makes a complaint. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment. Any individual who retaliates against a person who testifies, assists or participates in an investigation may be subject to disciplinary action up to and including termination.

## **4.16. Use of City Property (and Access to)**

Any employee who has authorized possession of keys, tools, cell phones, pagers, or other city owned equipment must register his/her name and the serial number (if applicable) or identifying information about the equipment with his/her supervisor. All such equipment must

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be turned in and accounted for by any employee leaving employment with the city in order to resign in good standing.

## **4.17. Unlawful Acts**

No person shall knowingly make a false statement, certificate, mark, rating or report in regard to any test, certificate or appointment held or made under the City personnel system or in any manner commit or attempt to commit any fraud preventing the impartial execution of the provisions of this ordinance. No person seeking employment to or promotion in the municipal service shall either directly or indirectly give, render, or pay any money, service, or other valuable consideration to any person, or on account of or in connection with the test appointment or promotion or proposed appointment or promotion.

No person shall be employed, promoted, demoted, or discharged by the City or in any way favored or discriminated against because of political opinions or affiliations, race, color, national origin, religion, sex, marital status, status with regard to public assistance or disability, or because of the exercise of rights under provisions of the Public Employment Labor Relations Act, Minnesota Statute 179A.01 to 179A.25. No person who is between 18 and 70 years of age shall be discriminated against with reference to city employment in any way forbidden by federal or state law.

## **4.18. Workplace Violence**

The City of Chatfield seeks to provide a safe and secure workplace environment for employees, volunteers, vendors, and citizens. Violence or the threat of violence has no place in any City of Chatfield facility.

This policy addresses the City's commitment to preventing the potential for violence in and around the workplace and to fostering a work environment of respect and healthy conflict resolution.

Some City employees may be exposed to violence by the nature of their jobs. Violence, or the threat of violence, by or against any City employee or other person while at a City of Chatfield workplace is unacceptable and may subject the individual to serious disciplinary action and or criminal charges.

The City of Chatfield will take every reasonable action to protect the life, safety and health of employees and will provide as rapid and coordinated a response as possible to violence or threats of violence at any worksite.

Possession, use or threat of use, of an object which could be considered a dangerous weapon, including all firearms, is not permitted at the workplace, or on City property, including City vehicles, unless such possession or use is an approved requirement of the job.

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The City of Chatfield is committed to providing a workplace environment in which all its officials and employees treat each other, their customers and clients, and all others with courtesy, dignity and respect.

## **4.19. Drug Free Workplace**

In accordance with federal law, the City of Chatfield has adopted the following policy on drugs in the workplace:

- A. Employees are expected and required to report to work on time and in appropriate mental and physical condition. It is the city's intent and obligation to provide a drug-free, safe and secure work environment.
- B. The unlawful manufacture distribution, possession, or use of a controlled substance on city property or while conducting city business is absolutely prohibited. Violations of this policy will result in disciplinary action, up to and including termination, and may have legal consequences.
- C. The city recognizes drug abuse as a potential health, safety, and security problem. Employees needing help in dealing with such problems are encouraged to use their health insurance plans, as appropriate.
- D. Employees must, as a condition of employment, abide by the terms of this policy and must report any conviction under a criminal drug statute for violations occurring on or off work premises while conducting city business. A report of the conviction must be made within five (5) days after the conviction as required by the Drug-Free Workplace Act of 1988.

## **4.20. Outside Employment**

The potential for conflicts of interest is lessened when individuals employed by the City of Chatfield regard the city as their primary employment responsibility. All outside employment is to be reported to the employee's immediate supervisor. If a potential conflict exists based on this policy or any other consideration, the supervisor will consult with the city clerk. Any city employee accepting employment in an outside position that is determined by the city clerk to be in conflict with the employee's city job will be required to resign from the outside employment or may be subject to discipline up to and including termination.

For the purpose of this policy, outside employment refers to any non-city employment or consulting work for which an employee receives compensation, except for compensation received in conjunction with military service or holding a political office or an appointment to a government board or commission that is compatible with city employment. The following is to be considered when determining if outside employment is acceptable:

- Outside employment must not interfere with a full-time employee's availability during the city's regular hours of operation or with a part-time employee's regular work schedule.
- Outside employment must not interfere with the employee's ability to fulfill the essential requirements of his/her position.

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- The employee must not use city equipment, resources or staff in the course of the outside employment.
- The employee must not violate any city personnel policies as a result of outside employment.
- The employee must not receive compensation from another individual or employer for services performed during hours for which he/she is also being compensated by the city. Work performed for others while on approved vacation or compensatory time is not a violation of policy unless that work creates the appearance of a conflict of interest.
- No employee will work for another employer, or for his/her own business, while using paid sick leave from the city for those same hours.
- Departments may establish more specific policies as appropriate, subject to the approval of the city clerk.

City employees are not permitted to accept outside employment that creates either the appearance of or the potential for a conflict with the development, administration or implementation of policies, programs, services or any other operational aspect of the city.

## **4.21. Report of Personnel Changes**

The City attempts to maintain complete and accurate personnel information on its employees. Laws regarding data privacy are strictly followed.

It is important that your permanent personnel records are kept accurate and up-to-date. You must immediately notify the City Clerk's Office when there is a change in any of the following:

- Name (through marriage or otherwise)
- Address
- Marital status
- Beneficiaries for life insurance and retirement
- Telephone number
- Person to contact in case of emergency

## **4.22. Performance Appraisals**

An objective performance review system will be established by the city clerk or designee for the purpose of periodically evaluating the performance of city employees. The quality of an employee's past performance will be considered in personnel decisions such as promotions, transfers, demotions, terminations and, where applicable, salary adjustments

Performance reviews will be discussed with the employee. While certain components of a performance evaluation, such as disputed facts reported to be incomplete or inaccurate are challengeable using the city's grievance process, other performance evaluation data, including subjective assessments, are not. For those parts of the performance evaluation system deemed not challengeable, an employee may submit a written response, which will be attached to the performance review. Performance reviews are to be scheduled on a regular basis, at least

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annually. The form, with all required signatures, will be retained as part of the employee's personnel file

During the training period, informal performance meetings should occur frequently between the supervisor and the employee. Conducting these informal performance meetings provides both the supervisor and the employee the opportunity to discuss what is expected, what is going well and not so well.

Signing of the performance review document by the employee acknowledges the review has been discussed with the supervisor and does not necessarily constitute agreement. Failure to sign the document by the employee will not delay processing.

## **5. Discipline**

### **5.1.General Policy**

City employees shall be subject to disciplinary action of failing to fulfill their duties and responsibilities, including observance of work rules adopted by the Council. It is the policy of the City to administer disciplinary penalties without discrimination. Every disciplinary action shall be for just cause and an employee may demand a hearing or use the grievance procedure described within this policy with respect to any disciplinary action which he or she believes is either unjust or disproportionate to the offense committed. The supervisor or department head shall investigate any allegation on which disciplinary action might be based before any disciplinary action is taken.

### **5.2.No Contract Language Established**

This policy is not to be construed as contractual terms and is intended to serve only as a guide for employment discipline.

### **5.3.Process**

The city may elect to use progressive discipline, a system of escalating responses intended to correct the negative behavior rather than to punish the employee. There may be circumstances that warrant deviation from the suggested order or where progressive discipline is not appropriate. Nothing in these personnel policies implies that any city employee has a contractual right or guarantee (also known as a property right) to the job he/she performs.

Documentation of disciplinary action taken will be placed in the employee's personnel file with a copy provided to the employee.

The following are descriptions of the types of disciplinary actions:

### **5.4.Oral Reprimand**

This measure will be used where informal discussions with the employee's supervisor have not resolved the matter. All supervisors have the ability to issue oral reprimands without prior approval.

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Oral reprimands are normally given for the first infractions on minor offenses to clarify expectations and put the employee on notice that the performance or behavior needs to change, and what the change must be. The supervisor will document the oral reprimand including date(s) and a summary of discussion and corrective action needed.

## **5.5.Written Reprimand**

A written reprimand is more serious and may follow an oral reprimand when the problem is not corrected or the behavior has not consistently improved in a reasonable period of time. Serious infractions may require skipping either the oral or written reprimand, or both. Written reprimands are issued by the supervisor with the prior approval from the city clerk.

A written reprimand will: (1) state what did happen; (2) state what should have happened; (3) identify the policy, directive or performance expectation that was not followed; (4) provide history, if any, on the issue; (5) state goals, including timetables, and expectations for the future; and (6) indicate consequences of recurrence.

Employees will be given a copy of the reprimand to sign acknowledging its receipt. Employees' signatures do not mean the employee agrees with the reprimand. Written reprimands will be placed in the employee's personnel file.

## **5.6.Suspension With or Without Pay**

The city clerk may suspend an employee without pay for disciplinary reasons. Suspension without pay may be followed with immediate dismissal as deemed appropriate by the City Council, except in the case of veterans. Qualified veterans will not be suspended without pay in conjunction with a termination.

The employee will be notified in writing of the reason for the suspension either prior to the suspension or shortly thereafter. A copy of the letter of suspension will be placed in the employee's personnel file.

An employee may be suspended or placed on involuntary leave of absence pending an investigation of an allegation involving that employee. The leave may be with or without pay depending on a number of factors including the nature of the allegations. If the allegation is proven false after the investigation, the relevant written documents will be removed from the employee's personnel file and the employee will receive any compensation and benefits due had the suspension not taken place.

## **5.7.Demotion and/or Transfer**

An employee may be demoted or transferred if attempts at resolving an issue have failed and the city clerk determines a demotion or transfer to be the best solution to the problem. The employee must be qualified for the position to which they are being demoted or transferred. The City Council must approve this action.

## **5.8.Salary**

An employees' salary increase may be withheld or the salary may be decreased due to performance deficiencies.

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## **5.9. Dismissal**

The city clerk, with the approval of the City council, may dismiss an employee for substandard work performance, serious misconduct, or behavior not in keeping with the city standards. If the disciplinary action involves the removal of a qualified veteran, the appropriate hearing notice will be provided and all rights will be afforded the veteran in accordance with Minnesota law.

## **6. Separation from Employment**

### **6.1. Layoffs**

In the event it becomes necessary to reduce personnel, temporary employees and those serving a probationary period in affected job classes will be terminated from employment with the city before other employees in those job classes. Within these groups, the selection of employees to be retained will be based on merit and ability as determined by the city clerk, subject to approval by the City Council. When all other considerations are equal, the principle of seniority will apply in layoffs and recall from layoffs.

### **6.2. Resignation**

Employees wishing to leave the city service in good standing must provide a written resignation notice to their supervisor, at least ten (10) working days before leaving. Exempt employees must give thirty (30) calendar days' notice. The written resignation must state the effective date of the employee's resignation

Unauthorized absences from work for a period of three consecutive work days may be considered as resignation without proper notice.

Failure to comply with this procedure may be cause for denying the employee's severance pay and any future employment with the city.

### **6.3. Retirement**

An employee is considered-retired if they separate from service in good standing and are eligible for benefits from the Public Employees Retirement Association (PERA) or Social Security.

### **6.4. Severance Pay**

Any employee leaving the municipal service in good standing by retiring or resigning with proper notice of termination of employment shall be compensated for sick leave accrued and unused to the date of separation according to the following schedule:

After five complete years of service:	10%
After ten complete years of service:	20%
After fifteen complete years of service:	40%
After twenty complete years of service:	60%

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An employee who voluntarily terminates his or her employment must notify the City at least 10 working days ahead of termination date (30 calendar days for exempt employees) or the employee will forfeit the above severance pay. No severance pay will be given any employee who is discharged from his position because of disciplinary reasons.

Payment will not be paid in a lump sum but will be made as typical payroll distributions over a period of time necessary to disburse the earned amount.

## **7. Labor Relations**

### **7.1. Police Department**

As stated in Section 1.2 of this document, none of these provisions apply to any member of a collective bargaining group. Any and all benefits extended to members of a police department-related bargaining group must be included in their respective labor contract.

### **7.2. Public Works**

As stated in Section 1.2 of this document, none of these provisions apply to any member of a collective bargaining group. Any and all benefits extended to members of a public works department-related bargaining group must be included in their respective labor contract.

## **8. Safety Requirements**

### **8.1. Safety**

The City is sincerely concerned with the safety and welfare of its employees and the public it serves. The City acknowledges its obligation to provide safe and healthful working conditions for all employees and a safe and healthful environment for the community.

ALL employees are required, as a condition of employment, to become familiar and comply with the safety regulations, standards and procedures outlined in the City's safety manual or other department directives that are established to prevent injury to themselves or other persons or damage to equipment and property. Each employee shall support and cooperate with the overall safety program goal:

*To effectively administer the safety program which brings about a reduction of accidents and injuries to employees, to provide a safe and healthful working environment for all employees, and to recognize occupational environmental hazards that may exist.*

The following types of accidents shall be reported:

- Employee injury accidents
- Traffic accidents
- Non-traffic/non-employee injury

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## **8.1.1. Employee Accident Report – Reporting Procedure**

Since all accidents are potentially hazardous, all employee accidents are to be reported whether injury results or not.

An employee must report an accident and / or injury to their supervisor.

The Safety Coordinator or employee's Department Head shall furnish an employee with a copy of the employee accident form and with all the necessary forms.

The employee, if physically able, shall complete all the questions in the "Employee Statement" section of the employee accident form.

The Department head then completes all the questions in the "Supervisor's Statement" section of the employee accident form. These questions are formulated to provide specific kinds of information. The form also provides a section for recommendation and corrective action taken by the supervisor to prevent recurrence of similar accidents. In this manner, control and direction of safety go hand-in-hand with the control and direction of work performance. Any witnesses are to complete all the questions in the "Witness Statement" section of the form.

The supervisor will send the completed forms to the Safety Coordinator by the following workday. The copies of the worker's compensation forms are to be completed and sent to the safety coordinator.

## **8.1.2. Traffic Accident – Reporting Procedure**

Any traffic accident involving a City-owned vehicle or motorized equipment, whether used on or off-duty, or privately owned vehicle which is being used, at the time of the accident, for City business, must be reported to the Safety Coordinator and Department Head.

City employees shall notify the police immediately following an accident.

The employee shall remain at the scene until the arrival of the police, even though the other driver or pedestrian might leave. In the event of the citizen driver or pedestrian does leave the scene, the employee should note the license number and description of the vehicle and the description of the pedestrian.

In the event of a traffic injury to a City employee or citizen during regular working hours, the employee shall notify the safety coordinator and their supervisor immediately.

## **8.1.3. Non-Traffic and Non-Employee Injury Accident – Reporting Procedure**

A non-traffic and non-employee accident is one involving damage to City-owned mobile equipment or an injury to a citizen or damage to private property resulting from the operation of such equipment, which does not come within the meaning of a traffic or employee injury accident.

If an accident results in an injury to a private citizen, the employees shall notify the police, their immediate supervisor and the Safety Coordinator. In cases of damage to City-owned equipment

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or private property, the supervisor and the Safety Coordinator must be notified and, after securing the facts, will determine whether the police must be notified.

# LABOR AGREEMENT

BETWEEN

THE CITY OF CHATFIELD



AND

LAW ENFORCEMENT LABOR SERVICES, INC. (LOCAL NO. 290)



**Representing:**

**Essential Licensed Employees**

January 1, 2022 through December 31, 2024

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**LABOR AGREEMENT**  
**BETWEEN**  
**THE CITY OF CHATFIELD**  
**AND**  
**LAW ENFORCEMENT LABOR SERVICES**

**ARTICLE 1- PURPOSE OF AGREEMENT**

This Agreement is entered into between the City of Chatfield hereinafter called the Employer, and the Law Enforcement Labor Services, Inc., hereinafter called the Union.

It is the intent and purpose of this Agreement to:

- 1.1 Assure sound and mutually beneficial working and economical relationships between the parties hereto;
- 1.2 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.3 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

The Employer and the Union, through this Agreement, shall continue their dedication to the highest quality Police service and protection to the residents of the City of Chatfield. Both parties recognize this Agreement as a pledge of this dedication.

**ARTICLE 2- RECOGNITION**

- 2.1 The Employer recognizes the Union as the exclusive representative, under the Public Employment Labor Relations Act for all employees in the following unit:  
  
All essential licensed employees of the Chatfield Police Department, Chatfield, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory and confidential employees.
- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class; the issue shall be submitted to the Bureau of Mediation Services for determination.

**ARTICLE 3- DEFINITIONS**

- 3.1 UNION: Law Enforcement Labor Services, Inc.
- 3.2 UNION MEMBER: A member of Law Enforcement Labor Services, Local No. 290
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.

- 3.4 DEPARTMENT: The Chatfield Police Department.
- 3.5 EMPLOYER: The City of Chatfield, or its designated representative.
- 3.6 UNION OFFICER: Officer elected or appointed by Law Enforcement Labor Services, Inc.
- 3.7 CHIEF: The Chief of the City of Chatfield Police Department.
- 3.8 DEPARTMENT HEAD: The Chief.

#### **ARTICLE 4 - EMPLOYER SECURITY**

The Union agrees that during the life of this Agreement it will not cause, encourage, participate in, or support any strike, slow-down or other interruption of or interference with the normal functions of the Employer. In exchange for the above provision, the Employer agrees to not lock out employees, nor subcontract the work of employees.

#### **ARTICLE 5 - EMPLOYER AUTHORITY**

The Employer retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to plan, direct, establish, change, eliminate, and control all operations, functions, programs, work rules, and personnel policies; to set and amend budgets; to determine the utilization of technologies; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this Agreement.

#### **ARTICLE 6 - UNION SECURITY**

- 6.1.1 The Employer shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly Union dues. Such monies shall be remitted as directed by the Union.
- 6.2 When requested to do so by the Union, the Employer shall deduct each month from the pay of those employees not members of the Union, a fair share that shall not exceed that provided by the Public Employment Labor Relations Act.
- 6.3 The Union may designate employees from the bargaining union to act as a steward and shall inform the Employer in writing of such choice and changes in the position of steward.
- 6.4 The Employer shall make space available on the employee bulletin board for posting Union notices and announcements.
- 6.5 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

## ARTICLE 7 - EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

### 7.1 DEFINITION OF A GRIEVANCE

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

### 7.2 UNION REPRESENTATIVES

The Employer will recognize Representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union Representatives and of their successors when so designated, as provided by Article 6.3 of this Agreement.

### 7.3 PROCESSING OF A GRIEVANCE

It is recognized and accepted by the Union and the Employer that the process of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore, be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and Union Representative will be released from work, without loss in pay, to investigate a grievance and to attend meetings or hearings pursuant to this Article provided the employee and the Union Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work of the Employer.

### 7.4 PROCEDURE

Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

**Step 1.** An employee claiming a violation concerning the interpretation of application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer. The Employer designated representative will discuss and given an answer to such Step 1 grievance within ten (10) calendar days after receipt.

A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the Employer designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

**Step 2.** If appealed, the written grievance shall be presented by the Union and discussed with the employer designated Step 2 representative. The Employer designated representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance.

A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer designated representatives final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

**Step 3.** If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative. The Employer designated representative shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance.

A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

**Step 4.** If the grievance is not resolved at Step 3 of the grievance procedure, the parties, by mutual agreement, may submit the matter to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves timeliness for Step 5 of the grievance procedure.

**Step 5.** A grievance unresolved in Step 3 or Step 4 and appealed to Step 5 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

## 7.5 ARBITRATOR'S AUTHORITY

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

## 7.6 WAIVER

If a grievance is not presented within the time limits set forth it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the Employer and the Union in each step.

## ARTICLE 8 - SAVINGS CLAUSE

This Agreement is subject to the laws of the United States and the State of Minnesota. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

## ARTICLE 9- SENIORITY

- 9.1 Seniority shall be determined by the employee's length of continuous employment with the Police Department and posted in an appropriate location.
- 9.2 A reduction of work force will be accomplished on the basis of reverse seniority. Employees shall be recalled from layoff on the basis of seniority. An employee on layoff shall have an opportunity to return to work within one year of the time of his layoff before any new employee is hired.
- 9.3 Vacation periods shall be selected on the basis of seniority until March 15 of each calendar year.
- 9.4 The probationary period for full time employees shall be one year.

## ARTICLE 10- DISCIPLINE

- 10.1 The Employer will discipline employees for just cause only. Whenever possible, progressive discipline will be used, however, for more serious offenses discipline need not be progressive and may, for a first offense, involve a more severe form of discipline.

Discipline will be in the form of:

- a. oral reprimand;
  - b. written reprimand;
  - c. suspension;
  - d. demotion; or
  - e. discharge
- 10.2 Suspension, demotions and discharges will be in written form.

- 10.3 Written reprimands, notice of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees and the Union will receive a copy of such reprimands and/or notices.
- 10.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 10.5 As part of the termination process, discharges will be preceded by a five (5) day suspension without pay.
- 10.6 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union Representative present at such questioning.
- 10.7 Grievances relating to this Article shall be initiated by the Union in Step 3 of the grievance procedure under Article 7.

## **ARTICLE 11- CONSTITUTIONAL PROTECTION**

Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitutions.

## **ARTICLE 12 - HOURS OF WORK**

- 12.1 The normal work year is two thousand eighty (2080) hours to be accounted for by each employee through:
  - a) hours worked on assigned shifts,
  - b) holidays,
  - c) assigned training, and
  - d) authorized leave time.
- 12.2 Holidays and authorized leave time are to be calculated on the basis of the actual length of assigned shifts.
- 12.3 Nothing contained in this Article shall be interpreted to be a guarantee of a minimum or maximum numbers the Employer may assign employees.
- 12.4 Training hours in excess of an employee's regular scheduled shift will be paid at the overtime rate. Training hours on an employee's scheduled day off will be paid at the straight time rate.

## **ARTICLE 13 - OVERTIME**

- 13.1 Employees will be compensated at one and one-half (1 ½) times the employee's regular base pay rate for hours worked in excess of the employee's regularly scheduled shift.
- 13.2 Overtime hours worked shall be paid either in the form of salary during the pay period in which they are earned, or as compensatory time off at the employee's choice. Compensatory time will be

earned at a rate of one and one-half (1 ½) times the actual over time hours worked. Compensatory time may be accumulated to a maximum of Eighty-Four (84) hours, of which only Forty-Eight (48) hours may be carried over at the end of the calendar year. Compensatory time will be taken off in the same manner as Vacation.

- 13.3 Overtime will be distributed as equally as practicable.
- 13.4 Overtime refused by employees will for record purposes under Article 13.2 be considered as unpaid overtime worked.
- 13.5 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 13.6 Overtime will be calculated to the nearest fifteen (15) minutes.

#### **ARTICLE 14 - COURT TIME**

- 14.1 An Employee who is required to appear in Court during his scheduled off-duty time shall receive a minimum of four (4) hours' pay at one and one-half (1 ½) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for Court appearance does not qualify the employee for the four (4) hour minimum.
- 14.2 When an employee is placed on-call, or stand-by, for court and the on-call or stand-by is cancelled after 4:45 pm. on the business day immediately preceding the scheduled court appearance, the employee shall be paid the minimum court time provided in Section 14.1.

#### **ARTICLE 15- CALL BACK TIME**

An employee who is called to duty during his scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1 ½) times the employee's base pay rate. An extension of, or early report to, a regularly scheduled shift for duty, does not qualify the employee for the two (2) hour minimum.

#### **ARTICLE 16 - ON-CALL**

Any employee required by the Employer to be on-call will be paid one-half of their regular base rate of pay for all hours on-call.

#### **ARTICLE 17- COMPENSATION**

- 17.1 Employees will be compensated in accordance with wage schedule labeled "Appendix A" attached to this agreement.
- 17.2 The wage schedule as published in "Appendix A" will be increased each year by the same amount and at the same time as the wage schedule is increased for all other employees in the City. It is expected that the wage schedule will be increased in accordance with the October publication of the C-CPI-U, but employees recognize that the City reserves the right to increase wages more or

less than the C-CPI-U as long all employee classes in the organization are treated the same. The City will notify the Union of any such increase.

- 17.3 Employees designated by the Employer as Field Training Officers (FTO) will receive two (2) hours of compensatory time for each shift engaged in training.

## ARTICLE 18 - VACATIONS

- 18.1 Vacation is earned and granted according to the following schedule: For employees working an eight (8) hour schedule:

- 6.70 hours of Vacation will accrue upon the completion of each calendar month in the first five years of employment.
- 10.00 hours of Vacation will accrue upon the completion of each calendar month after the completion of five years of service and this rate will continue through the tenth year of employment.
- 11.66 hours of Vacation will accrue upon the completion of each calendar month worked after the completion of ten years of service and this rate will continue through the fifteenth year of employment.
- 13.33 hours of Vacation will accrue upon the completion of each calendar month worked after the completion of fifteen years of service and this rate will continue through the twentieth year of employment.
- 15.00 hours of Vacation will accrue upon the completion of each calendar month worked after the completion of twenty years of service and this rate will continue through the twenty-fifth of employment.
- 16.68 hours of Vacation will accrue upon the completion of each calendar month worked after the completion of twenty-five years of employment.

For employees working a twelve (12) hour schedule:

- 7.00 hours of Vacation will accrue upon the completion of each calendar month in the first five years of employment.
- 10.50 hours of Vacation will accrue upon the completion of each calendar month after the completion of five years of service and this rate will continue through the tenth year of employment.
- 12.25 hours of Vacation will accrue upon the completion of each calendar month worked after the completion of ten years of service and this rate will continue through the fifteenth year of employment.
- 14.00 hours of Vacation will accrue upon the completion of each calendar month worked after the completion of fifteen years of service and this rate will continue through the twentieth year of employment.

- 15.75 hours of Vacation will accrue upon the completion of each calendar month worked after the completion of twenty years of service and this rate will continue through the twenty-fifth of year of employment.
  - 17.50 hours of Vacation will accrue upon the completion of each calendar month worked after the completion of twenty-five years of employment.
- 18.2 Employees may carry over up to 160 hours of vacation from one year to the next, but at no time shall an employee's vacation balance exceed 320 hours.
- 18.3 Any employee leaving the municipal service in good standing will be compensated for vacation leave accrued and unused to the date of separation.
- 18.4 To affect the transition from the previous method of allocating vacation to the method set forth in this Article, employees shall receive three-fourths of their previous annual allocation of vacation on their next employment anniversary date. Thereafter, the new accrual rate set forth in this Article will begin.

## ARTICLE 19- SICK LEAVE

- 19.1 An employee shall accumulate one day of sick leave per month. **An officer who routinely works an eight-hour workday will accumulate 8 hours of sick leave per month. An officer who routinely works a twelve-hour workday will accumulate 8.4 hours of sick leave per month.**
- 19.2 Sick leave shall accumulate to a maximum of nine hundred and sixty (960) hours **except as noted in 19.2.1.**
- 19.2.1 Sick leave shall accumulate to a maximum of nine hundred and sixty (960) hours. Once an officer has accumulated 960 hours of sick leave, the officer is entitled to accumulate an additional forty-eight (48) hours of catastrophic sick leave. Catastrophic sick leave hours will only be used once the sick leave hours are fully depleted. All Catastrophic sick leave hours will be forfeited upon separation of employment and will not be included in any severance pay calculations.**
- 19.3 The Employer may require a doctor's statement, showing the nature of an injury, illness, and/or an evaluation of necessity directly related to such absence. Any expense incurred in obtaining this statement shall be the responsibility of the Employer.
- 19.4 Sick leave may also be granted for a maximum of 5 days in addition to the 3-day funeral leave set forth in Article 21.

## ARTICLE 20 - HOLIDAYS

- 20.1 The following calendar days and such other days as the Council may fix are paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veterans Day
Presidents Day	Thanksgiving Day

Memorial Day

Friday after Thanksgiving

Independence Day

Christmas Day

\*City offices will close at noon on Christmas Eve Day. As such, Christmas Eve Day shall be considered a half-holiday if it falls on a Monday through Friday.

- 20.2 Employees who work on a holiday shall be compensated at the rate of one and one-half (1 ½) times the employee's base rate of pay and the employee shall receive one paid shift off in place of the holiday. When a holiday falls on an employee's day off, that employee shall be given an additional paid shift off.
- 20.3 Any employee who works a portion of their shift on a holiday shall be eligible for holiday pay for the entire shift.
- 20.4 Unused holidays shall be paid to employees at their base rate of pay in December of each year.

## **ARTICLE 21- FUNERAL LEAVE**

Employee shall receive up to three (3) days to attend funerals of members of the employee's immediate family defined as: spouse, children, mother, father, mother- in-law, father-in-law, brother, sister, grandparent. Employee shall receive up to one (1) day to attend funerals of sister- in-law, brother-in-law, Aunts and Uncles of Employee or Employee's spouse.

## **ARTICLE 22 - HEALTH INSURANCE**

- 22.1 The Employer shall pay 100% of the premium costs for single coverage for Group Health Insurance. For dependent coverage for Group Health Insurance, the Employer shall pay an amount equal to 100% of the premium costs for single coverage and 50% of the difference between the single and dependent coverage premium costs
- 22.2 As long as the Employer offers a Healthcare Savings Account (H.S.A.) plan to general employees of the City, similar benefits must be extended to members of the Union. Any change of the City's contribution to the H.S.A. plan will be applied similarly to members of the Union as they are applied to the general employee group.

## **ARTICLE 23- SEVERANCE PAY**

- 23.1 Any employee leaving the municipal service in good standing by retiring or resigning with proper notice of termination of employment shall be compensated for sick leave accrued and unused to the date of separation according to the following schedule:
- After five complete years of service: 10%
  - After ten complete years of service: 20%
  - After fifteen complete years of service: 40%
  - After twenty complete years of service: 60%

- 23.2 An employee who voluntarily terminates his or her employment must notify the City at least 10 working days ahead of the termination date (30 calendar days for exempt employees) or the employee will forfeit the above severance pay.
- 23.3 An employee who is discharged from his or her position for disciplinary reasons will not be eligible for the above severance pay.
- 23.4 Payment will not be paid in a lump sum but will be made as typical payroll distributions over a period of time necessary to disburse the earned amount.

## **ARTICLE 24 - JURY DUTY**

In the event an employee is called for jury duty, the employee will receive full salary while on jury duty if the employee's jury fee less expenses is turned over to the Employer.

## **ARTICLE 25- UNIFORMS**

New Employees with the Chatfield Police Department for the first year of employment shall be provided, at the expense of the City, the complete uniform, equipment, and accessories required by the Police Department which shall remain the property of the City. After the first year of employment, each employee shall be entitled to a uniform/equipment/accessory reimbursement allowance of eight hundred fifty (\$850), for the purchase and maintenance of uniforms and equipment. Each employee shall be allowed to carry over up to two hundred dollars (\$200.00) from one calendar year to the next calendar year.

## **ARTICLE 26 - FALSE ARREST**

The Employer shall provide False Arrest Insurance for all employees covered by this Agreement.

## **ARTICLE 27 - INJURED ON DUTY**

- 27.1 Employees injured on duty will receive full pay for a maximum of sixty (60) working days while unable to work due to such injury. Supplementary payments for the first sixty (60) working days shall be paid by the Employer. Supplementary payments from the Employer will be deducted from an employee's accumulated sick leave or vacation only after sixty (60) working days have expired.
- 27.2 Any compensation paid to the employee from Worker's Compensation will be reported to the Employer. The Employer shall make supplementary payments to the employee to make up the difference between worker's compensation and his normal rate of pay.
- 27.3 Any employee who claims an absence from work due to an injury sustained on the job shall provide if requested by the Employer a statement from the employee's attending physician as to the nature of the injury.

## **ARTICLE 28 - POLICE OFFICER LICENSE**

The Employer shall pay the cost of the P.O.S.T. Board license for all employees requiring such license.

## **ARTICLE 29 - FITNESS CENTER**

As long as the City extends Fitness Center benefits to the general employee group, similar benefits will be extended to the members of the Union.

## **ARTICLE 30 - TECHNOLOGY REIMBURSEMENT**

Each full-time employee will be paid a monthly stipend of \$50.00 to assist the employee in maintaining a cell phone that can be used in the course of their work. This stipend would be considered taxable income.

## **ARTICLE 31 - TUITION REIMBURSEMENT**

31.1 The City of Chatfield wants to encourage an environment of educational growth. To be considered for tuition reimbursement, the employee must be in good standing and have been employed by the city for at least one year. All requests for tuition reimbursement will be considered on a case-by-case basis by the city clerk, with final approval/disapproval provided by the City Council. Courses taken for credit at an approved educational institution must meet the following criteria to be approved for reimbursement:

- a. Courses must be directly related to the employee's present position (whether required for a degree program or not): OR
- b. Courses must be directly related to a reasonable promotional opportunity in the same field of work as present position (whether part of a degree program or not).

31.2 The City will pay the cost of tuition upon successful completion (C grade or better; "pass" in a pass/fail course) of the approved course. Reimbursements will be prorated for part-time employees. The maximum reimbursement per course will be based on an average course cost at the University of Minnesota. Employees may elect to attend a more costly school provided they pay the difference in cost. Employees must reimburse the City if they voluntarily leave employment within twelve (12) months of receiving tuition reimbursement from the City. Tuition reimbursement for an individual employee will not exceed \$2,500 per year.

## **ARTICLE 32- INDEMNIFICATION**

Should future amendment to Minn. Stat. § 471.44 or 466.07 impact employees' terms and conditions of employment, the Union or City may elect to re-open the Labor Agreement to meet and negotiate issues relative to those amendments

### ARTICLE 33 - DURATION

This AGREEMENT shall be effective as of the first day of January 2022, and shall remain in full force and effect until the thirty-first day of December, 2024.

In witness thereof, the parties hereto have executed this AGREEMENT on this  
\_\_\_\_\_ day of \_\_\_\_\_, 2021.

**FOR THE CITY OF CHATFIELD:**

**FOR LAW ENFORCEMENT  
LABOR SERVICES:**

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\_\_\_\_\_

## Appendix A

### WAGE SCHEDULE

Labor Agreement between the City of Chatfield and LELS Local No. 290

**Pay Grid, adopted January 1, 2022: 3.5% Wage increase**

Minimum	Step1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Max
\$50,809	\$52,588	\$54,428	\$56,333	\$58,305	\$60,054	\$61,855	\$63,711	\$65,622

A step increase will be awarded on each anniversary date.

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is between the City of Chatfield ("City") and Law Enforcement Labor Services, Inc. ("Union/LELS").

**WHEREAS**, the City and Union are parties to a Collective Bargaining Agreement ("CBA") in effect from January 1, 2022 to December 31, 2024; and

**WHEREAS**, the subject of wages has been discussed between the parties.

**NOW THEREFORE**, the City and Union agree that Section 17.2 of the CBA will be replaced by the following language for the duration of this MOU:

1. The wage schedule published in "Appendix A" will be increased in 2023 and 2024 by the same amount and at the same time as the wage schedule is increased for all other employees of the City. Prior to setting the preliminary tax levy each year, or by the end of December, if necessary, the City will determine wage increases that will go into effect on January 1st of the next year.
2. LELS will provide external wage data gathered from peer cities on or about August 1st of 2023 and 2024, together with its request for a wage adjustment for the ensuing year. The City will give specific consideration to this information as it considers any other external wage data gathered from peer cities; internal equity among City employees; and other relevant factors, including current economic conditions. The City will notify The Union of its preliminary decision prior to making a final decision so the Union can provide further input as appropriate.

This MOU does not modify or diminish any other term or provision of the CBA except as explicitly provided herein. This MOU represents the complete agreement of the parties, and it shall remain in effect until the expiration of the CBA in effect from January 1, 2022 to December 31, 2024.

**FOR THE CITY:**

**FOR THE UNION:**

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Date:

Date:

September 22, 2021

**TO:** Joel Young, Clerk  
City of Chatfield

**FROM:** Susan Brower  
Minnesota State Demographer

**SUBJECT:** 2020 Census Counts

Here are the April 1, 2020 counts from the U.S. Census Bureau:

City/County parts:	Whole City	Fillmore	Olmsted
Total Population:	2,997	1,834	1,163
Household Population:	2,933	1,775	1,158
Group Quarters Population:	64	59	5
 Total Housing Units:	 1,262	 772	 490
Occupied Housing Units (Households):	1,216	745	471
Vacant Housing Units:	46	27	19

These data are provided as a courtesy by the State Demographic Center. The State Demographic Center cannot make any changes to these numbers. Questions about these numbers should be directed to the Census Bureau.

## Joel Young

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**From:** Ashley DiBlasi <ashley@iimc.com>  
**Sent:** Tuesday, October 19, 2021 4:48 PM  
**To:** Joel Young  
**Subject:** IIMC Congratulates Beth M. Carlson, MMC



10/19/2021

Joel Young  
City of Chatfield Clerk  
Sent to email: [jyoung@ci.chatfield.mn.us](mailto:jyoung@ci.chatfield.mn.us)

Dear Joel Young,

**Beth M. Carlson, MMC** of **City of Chatfield**, has earned the designation of Master Municipal Clerk (MMC), which is awarded by the International Institute of Municipal Clerks (IIMC), Inc.

IIMC grants the MMC designation only to those municipal clerks who complete demanding education requirements; and who have a record of significant contributions to their local government, their community and state.

The International Institute of Municipal Clerks, founded in 1947, has 14,000 members throughout the United States, Canada and 15 other countries, and the mission of this global non-profit corporation is to enhance the education opportunities and professional development of its diverse membership.

In light of the speed and drastic nature of change these days, lifelong learning is not only desirable, it is necessary for all in local government to keep pace with growing demands and changing needs of the citizens we serve. Your City can take immense pride in Beth's educational accomplishments and achievement of this milestone.

On behalf of the IIMC Board of Directors, I am honored to endorse the conferring of MMC to Beth M. Carlson, MMC of City of Chatfield. We share your pride in this achievement and we applaud your support of the role Beth plays in your city.

Sincerely,

Sheri L. Pierce, MMC  
IIMC President

Sent by: Ashley DiBlasi  
Director of Certification and Conference Programs  
IIMC Education Department