

City of New Richland
Regular City Council Meeting
May 23, 2022

Agenda:

- 6:30 Call to Order**
Roll Call
Pledge of Allegiance
Approve Agenda

Consent Agenda Items

Items listed on the Consent Agenda are considered routine and non-controversial by the City Council. There will be no separate discussion of these items unless requested by the City Council.

1. Approve Zoning Permit 22-01 – Temporary Fence
2. Approve Minutes of the May 9th, 2022, Regular Council Meeting

Public Comments

Notice: We welcome the attendance of residents of the City of New Richland to the City Council meetings. Any resident of the City of New Richland may request permission to speak at a regular scheduled council meeting on any topic that is relevant to the operation of the city. Any resident wishing to address the city council shall either call City Hall and request to be put on the agenda or they can sign-up 10 minutes prior to the start of the meeting. At the discretion of the mayor, the speaker may address the topic either during the public portion of the meeting or at the time the item is being addressed by the council. The mayor will call upon the speaker at the appropriate time. Speaker shall state their name and topic to be addressed. Residents are expected to use proper etiquette, decorum and respect when addressing the council.

Request and Presentations

1. New Richland Area Foundation Award Presentation

Ordinances and Resolutions

Department Reports

1. Care Center Report
2. People Service Report
 - a. Map Demonstration
3. Street/Water Report
 - a. Approve Installation of New toilets & Maintenance Items

Unfinished Business

1. March 2022 Financials
2. Siren Grant Approval – Phase 1
 - a. Ed Gilmore – USDA
3. SmartSearch/DocuWare Update
4. Employee Policy Manual – Draft #1
 - a. PTO Transition

New Business

1. Schedule Work Sessions
 - a. Nuisance Ordinance
 - b. Labor Negotiations/Policy Manual/PTO

Miscellaneous

Administrators Report

Mayor/Council Comments

Adjournment

The Next regular meeting of the City Council will be Monday June 13th, 2022, at 6:30 pm.



City of New Richland Zoning Permit/Application

Permit # 22-01
Date Received 5-10-22
Received by SW

Project Address 317 2nd St NW New Richland mn 56072
Property Owner Jason Bennett Phone _____
Address (if different than above) _____

Contractor Myself Phone _____

Proposed Project

☒ Fence (6ft and under)

☐ Accessory Structure (120 sq ft or less)

☐ Retaining Wall under 4 ft

☐ Other _____

Please describe your project; please include a drawing of a site plan on separate sheet or reverse side:

Temporary wire fencing - T-posts
CHAIN LINK STYLE

Setbacks: Right _____ Left _____ Front _____ Rear _____

Estimated Value of Job 300

Lot Size/Dimensions _____

Existing Structure Area Sq Footage _____

This permit becomes null and void if work or construction authorized is not commences within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work has commenced. I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

Name (please print) Jason Bennett Phone 507-461-7537
Address 317 2nd St NW City/State/Zip New Richland

Signature [Signature] Date 5-9-2022

CITY USE ONLY

Zoning District R1
Setbacks Required: Right 2'
Left 2'
Front 2'
Rear 2'

PERMIT FEE: \$ 25 37.71
OK # _____

Subject to the following conditions N/A

Reviewed by P+2 Commission

Date 5/19/22



Regular Council Meeting – May 9, 2022

Members Present

Gail Schmidt
Chad Neitzel
Loren Skelton
Jason Casey
Jody Wynnemer

Staff Present

Anthony Martens-City Administrator
Josh Knudtson-Police Chief
Sarah Sundve-Ambulance Director

Others Present

Janda Ferguson (e)
Jessica Lutgens (e)
Brenda Routh (e)
Brian Brosdahl -Expert T Billing

Members Absent

The meeting was called to order by Mayor Gail Schmidt at 6:30 p.m.

Roll Call - All members present

Pledge of Allegiance

Approval of Agenda – Motion made by Loren Skelton and 2nd by Chad Neitzel to approve the agenda as presented. Carried (4 yes, 0 no)

Consent Agenda

- Motion made by Chad Neitzel and seconded by Chad Jody Wynnemer to approve the consent agenda. Carried (4 yes, 0 no)

Public Comments

- None

Request and Presentations

- None

Ordinances and Resolutions

- Resolution 22-07 A Resolution to elect the standard allowance available under the revenue loss provision of the coronavirus local fiscal recovery fund established under the American Rescue Plan Act – Motion was made by Chad Neitzel and seconded by Loren Skelton to approve Resolution 22-07. Carried (4 yes, 0 no)

Department Reports

1. Ambulance Department Report – Director Sarah Sundve
 - Sarah reported 65 runs YTD through 5/9/22.
 - Crew will be using the city car for training May 16th-22nd
 - Ambulance Department was awarded 2 grants
 - Motion was made by Jason Casey and seconded by Chad Neitzel to approve the hiring of Samuel Yoon and Eric Welhaven. Carried (4 yes, 0 no)
 - Discussion on charges to provide CPR classes to City Staff and the general public. City Administrator Martens and Director Sundve will work together to come up with a billing solution and present it to the council upon verification of liability concerns.
 - Brian Brosdahl was in attendance from Expert T billing. He shared demographics of ambulance patients and challenges to collecting funds. Staff advised to provide a monthly report of billing/collection activity from Expert T billing.
 - Motion made by Chad Neitzel and seconded by Jason Casey to authorize Expert T Billing to send bills to collections as needed without prior City Approval. Carried (4 yes, 0 no)
 - Motion made by Chad Neitzel and seconded by Jason Casey to have Expert T Billing as the payment remit address for the City of New Richland. Carried (4 yes, 0 no)

- Motion made to accept the Ambulance Department report by Chad Neitzel and seconded by Loren Skelton. Carried (4 yes, 0 no)
2. Fire Department Report – Submitted in Writing
- Chief Josh Moen submitted the Fire Department Report in writing
- 3 Total calls for the Month of March
 - 3 Medical Calls /0 Fire Calls
 - Training for April
 - Electric / Hybrid Vehicle Safety and Response
 - Motion to accept the Fire Department Report made by Jody Wynnemer and seconded by Loren Skelton. Carried. (4 yes, 0 no).
3. Police Department Report – Chief Josh Knudtson
- 129 Calls for Service for the Month of March
 - Ordinance letters sent out – follow up will be required
 - 2 officers have been signed up to complete their EMR Recertification
 - Officer Victorino is continuing to work through FTO
 - Motion to accept Police Department report by Chad Neitzel and seconded by Jason Casey. Carried. (4 yes, 0 no)

Unfinished Business

- Motion was made by Loren Skelton and seconded by Chad Neitzel to approve the revised January 2022 and February 2022 financials. Carried (4 yes, 0 no)
- Motion was made by Jason Casey and seconded by Chad Neitzel to table the decision on METRO DocuWare until City Administrator Martens has an opportunity to meet with Coordinated Business Systems regarding the Smart Search equivalent. Carried (4 yes, 0 no)
- Motion made by Chad Neitzel and seconded by Jason Casey to approve City Staff to get the required licenses and training, up to \$300, for the City to provide concession sales at St. Olaf Lake. Carried (4 yes, 0 no)
- Motion was made by Jason Casey and seconded by Chad Neitzel to purchase a pour-over style coffee maker for the community room at a cost of \$339.99 including a 3-year service plan. Carried (4 yes, 0 no)

New Business

- April 2022 Accounts Payable
 - Motion was made by Jason Casey and seconded by Chad Neitzel to approve the April 2022 accounts payable. Carried (4 yes, 0 no)
- City Park Bathrooms
 - Motion was made by Chad Neitzel and seconded by Jody Wynnemer to approve the rental of a handicap accessible porta-potty for the city park from just prior to Memorial Day weekend to just after Labor Day weekend at a cost of approximately \$155/month. Carried (4 yes, 0 no)
- Security Cameras for Parks
 - Motion was made by Jason Casey and seconded by Jody Wynnemer to approve the purchase of 3 camera systems to help protect assets at City owned facilities at a cost of up to \$200 per location. City maintenance staff will install the camera systems. Carried (4 yes, 0 no)
- Council Chamber Technology Upgrade
 - Motion was made by Loren Skelton and seconded by Jody Wynnemer to approve up to \$375 for council technology upgrades including a new camera and microphones for the council chambers. Carried (4 yes, 0 no)

Council Member Chad Neitzel left the meeting at 20:07

Miscellaneous

- None

Administrators Report

- Administrator Martens shared his report with the council
 - Logo Contest
 - Motion was made by Loren Skelton and seconded by Jody Wynnemer to approve a logo contest for the City of New Richland. Carried (4 yes, 0 no)

Mayor/Council Comments

- Mayor Schmidt shared her frustrations with the City Ordinance problems and the challenge that lies ahead to fix them. She challenged city staff and the council to make this a priority.
- Council Member Skelton shared information regarding the Summer Burst, Music in the Park program that will be coming to New Richland this summer. More details and advertising will be seen in the days and weeks to come.

Adjournment – Motion for adjournment made by Jody Wynnemer, seconded by Loren Skelton. Carried (4 yes, 0 no) 8:28 p.m.

Submitted by,

Anthony Martens
City Administrator

New Richland Care Center

Monthly Report - April Data
Advisory Board & City Council Meetings 5.23.22

1

Agenda

- ▶ Approval of Minutes
- ▶ Financials
- ▶ Census
- ▶ Staffing
- ▶ Facility Events

2

Census

April Census Average –

- ▶ Managed Care – 2.60 on budget of 4
- ▶ Medical Assistance – 18.77 on budget of 21
- ▶ Medicare A – 1.97 on budget of 6
- ▶ Private Pay – 15.37 on budget of 10
- ▶ Total – 38.70 on budget of 42

3

	Referrals	Admissions	Discharges				
Abbott NW Hospital	3						
Austin Hospital	4						
Centra Health	1						
Board and care/assisted living/group home/other SNF			3				
Expired							
Mankato Hospital	5	1					
Methodist Hospital	2	1					
New Prague Hospital							
Owatonna Hospital	2						
Private Home/Apt. with home health services			2				
Private Home/Apt. with no home health services			1				
Regency Hospital	1						
River's Edge Hospital - St. Peter	1						
Sandford Hospital - Fargo	6						
Sandford Hospital - Sioux Falls	1						
Sandford USD Medical Center	1						
St. Mary's Rochester	14						
Traditions of Montgomery	1						
Waseca Hospital	3						
	45	2	6				

4

Staffing

► Nursing Department -

Open Certified Nursing Assistant positions -

4 full-time and 1 part-time Day Shift; 2 full-time and 1 part-time Evening Shift; 1 full-time night shift; Night Shift 1 full-time

Open Licensed Nurse positions -

1 full-time Evening Shift

1 full-time Night Shift

► Other Departments -

5

Finances

► April 2021

	Actual	Budget	YTD Actual	YTD Budget	Variance
► Expenses	489,388	406,658	2,867,282	2,853,841	13,441
► Other income	(16,627)	1835	57,630	12,845	44,785
► EBT/D	(83,052)	28,932	207,512	224,157	16,645
► R.E. Taxes	962	12,106	47,631	84,740	37,109
► Property Depr.	11,490	11,667	80,452	81,667	1215
► Net Income (Loss)	(95,504)	5160	79,429	57,751	21,679
► Revenue	422,963	433,755	3,017,164	3,065,153	47,989

Expenses:

6

Facility Events

- ▶ Celebrated National Nursing Home week May 9th thru 13th. Monday was Western Day and handed out ice-cream drumsticks; Tuesday was Laugh out Loud Day and had a comedian perform as well as donuts from Nancy Janes; Wednesday was Music Day and had Duke Zecco perform as well as hamburgers & hotdogs on the grill for staff and residents; Thursday was MN Twins Day and catered in Ebert & Gerbert for staff; Friday was Red, White, Blue Day and senior class from NRHEG played BINGO with the residents.
- ▶ Trishaw Update: Our bike is on a container ship that is scheduled to arrive May 19-26. Once it docks, the bike will be unloaded and transferred to a ground freight partner for final shipment. Mid-June is the estimated arrival date. Once that happens, a time will set up for training with our staff and any volunteer pilots.



Date: May 19, 2022

To: City of New Richland

From: Shell Johnson, Operator

O & M Report: April 2022

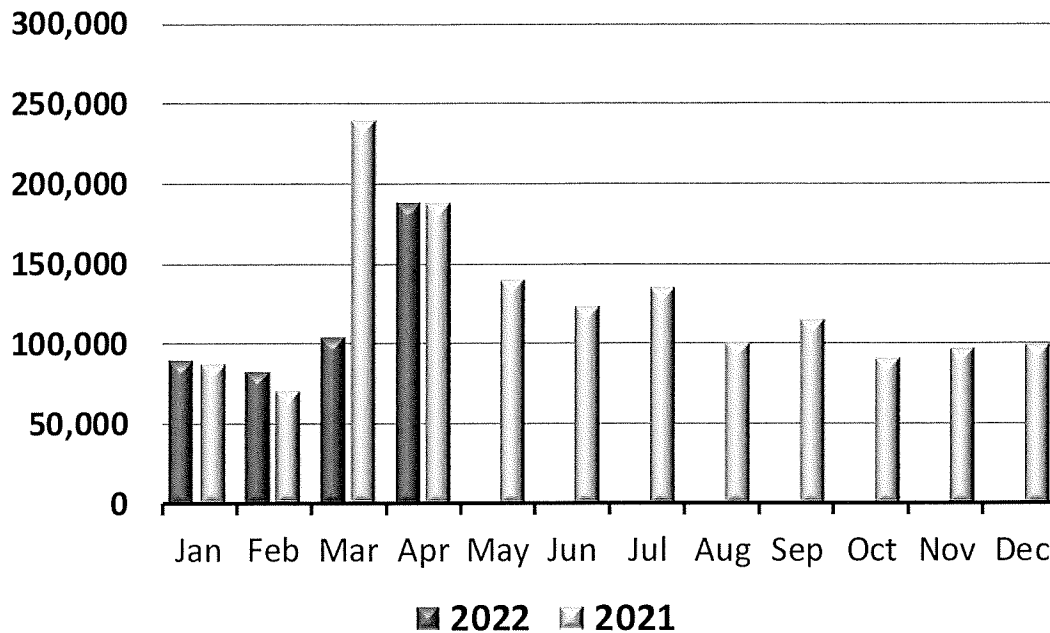
Wastewater Operation & Maintenance

- A Huge Thank You to Everyone for participating in the Water Survey Salt Usage.
- Monday 11th - Cat/Ziegler, Albert Lea Electric, Meyerhofer Crane were here to set the Generator.
All up and running!
- Monday 11th - Calibrations & Controls calibrated influent wastewater, and influent/effluent samplers for labs.
- Monday 11th - Jetter Clean cleaned out manhole on Broadway/4th, was full of wastewater, plugged with wipes and debris.
- Monday 11th - Primary Clarifier: Shear pin broke on chain/sprocket, parts on hand, repaired it.
- Tuesday 19th - Biannual inspections - MN Pump Works, pulled pumps at all three lift stations, eight pumps inspected and serviced, floats/transducer all checked for proper operation.
- Thursday 21st - Went to Vessco in Chanhassen to learn how to rebuild and diagnose Chlorine/ Sulphur Regulator heads,
- Friday 22nd - MN Pump Works installed new capacitor in Elm/7th lift Station.
- Chlorine Contact Basin: Drained and Cleaned for Summer.
- Thursday 28th - Minnesota Rural Water, televised 4th/ Broadway to 5th/Broadway. Going North 4th to 5th plugged at around 130ft and coming south from 5th to 4th, plugged at 50 feet. Camera would not go any further. A lot of extra water coming through this line.
- Friday 29th - Reinstalled the safety door on Bar Screen conveyor in Preliminary Building.

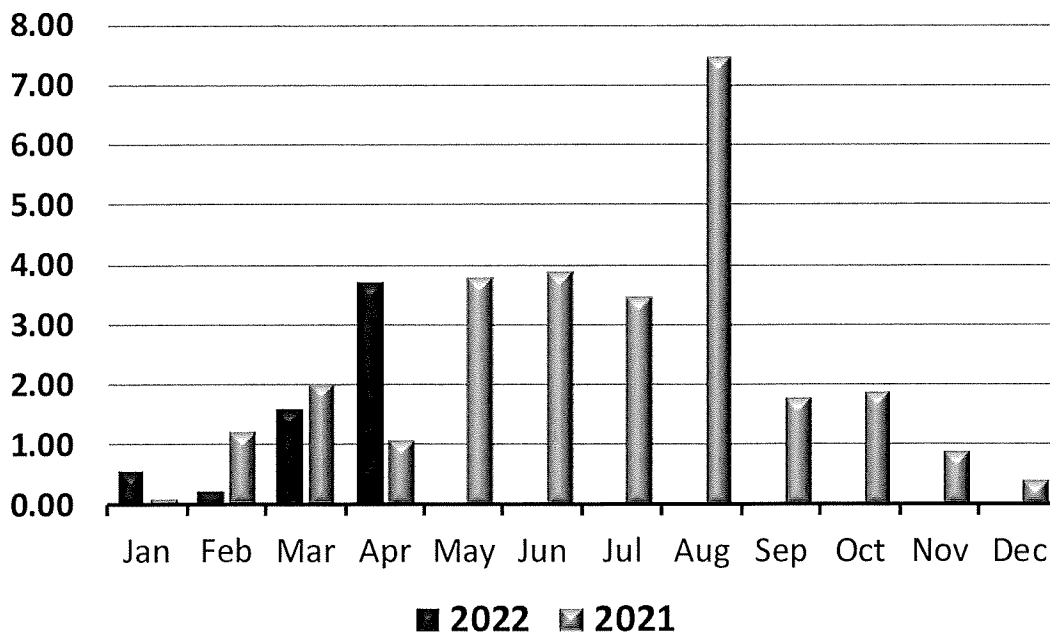
Thank You,

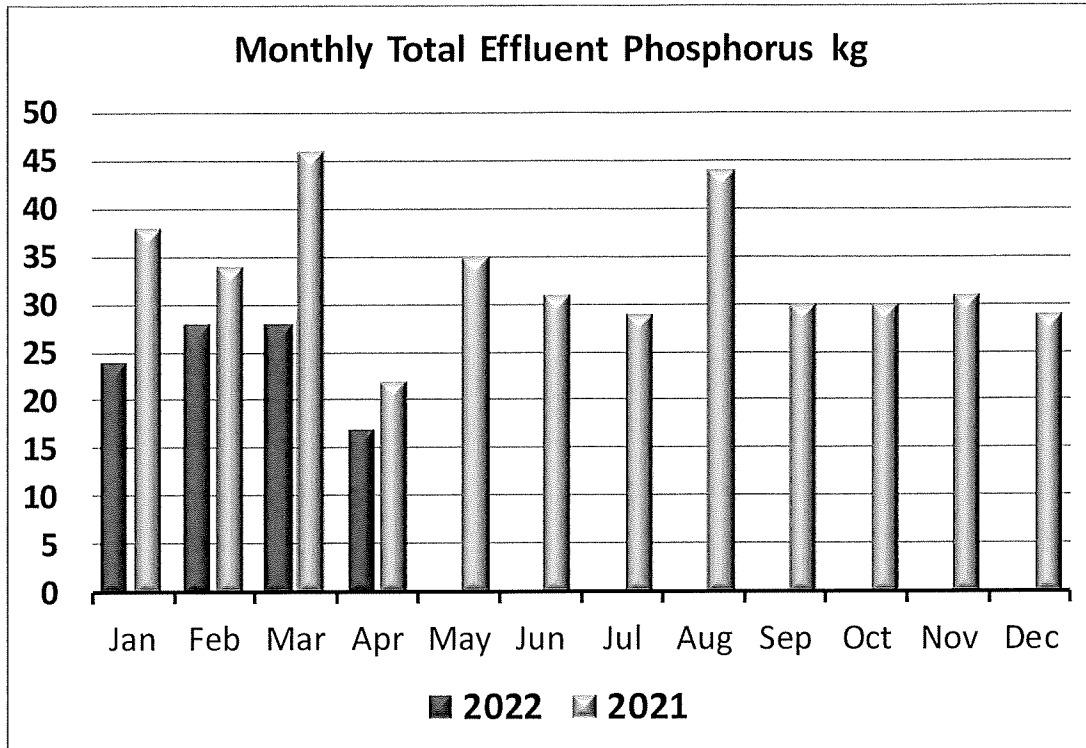
Shell Johnson

Average Daily Wastewater Pumped - In Gallons



Total Monthly Precipitation





PeopleService INC.

Water & Wastewater Professionals

		April-22	March-22	April-21
Water	Units			
Wastewater				
CBOD				
CBOD Influent	mg/L	77	122	100
CBOD Influent Design	mg/L	338	338	338
CBOD Effluent	mg/L	1.3	4.1	1.3
CBOD Effluent Permit Limit	mg/L	15	15	15
CBOD kg/day	kg/day	1.0	6.5	1.4
CBOD kg/day Permit Limit	kg/day	34	34	34
CBOD % Removal	%	98%	92%	99%
CBOD % Removal Permit Limit	%	85%	85%	85%
TSS				
TSS Influent	mg/L	92	145	138
TSS Influent Design	mg/L	365	365	365
TSS Effluent	mg/L	3	10	0
TSS Effluent Permit Limit	mg/L	30	30	30
TSS kg/day	kg/day	2.4	6.5	0.3
TSS kg/day Permit Limit	kg/day	68	68	68
TSS % Removal	%	97%	93%	99%
TSS % Removal Permit Limit	%	85%	85%	85%
Phosphorus				
Phos Influent	mg/L	2.30	3.50	2.40
Phos Effluent	mg/L	0.78	2.30	1.00
Phos Effluent Permit Limit	mg/L	monitor only	monitor only	monitor only
Phos Effluent Monthly Total	kg	17.00	28.00	22.00
Phos Effluent kg Per Year	kg	97.00	0.00	140.00
Phos Effluent kg Per Year Total Limit	kg	829.00	829.00	829.00
Fecal Coliform				
Fecal Effluent	ml	0	0	0
Fecal Effluent Permit Limit	ml	N/A	N/A	N/A
Dissolved Oxygen				
DO Effluent	mg/L	5.60	2.00	7.40
DO Effluent Permit Limit	mg/L	monitor only	monitor only	monitor only
Effluent Flow				
Average Daily	gallons	189,000	104,000	189,000
Maximum Daily	gallons	409,000	146,000	278,000
Total Monthly	gallons	5,684,000	3,223,000	5,662,000
Precipitation Monthly Total	inches	3.70	1.60	1.10
Contract True-Ups - Current Contract Year				
Item	Budgeted Amount	Amount Spent	% of Budget	% of Time
Maintenance Budget	\$6,544.00	\$1,711.00	26%	33%
Total	\$6,544.00	\$1,711.00	26%	33%

Wastewater Plant Maintenance Expenditures

<u>Date</u>	<u>Vendor List</u>	<u>Description</u>	<u>Total</u>
4/1 - 4/30	First Systems Technology, Inc.	Semi annual calibration of influent meter	\$1,050

Total	<u>\$1,050</u>
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Wastewater System Maintenance Expenditures

<u>Date</u>	<u>Vendor List</u>	<u>Description</u>	<u>Total</u>
4/1 - 4/30	Venders (1)	Misc Invoices under \$50 (1)	\$4

Total	<u>\$4</u>
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Total Expenditures

W/W Plant Maintenance	\$1,050
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W/W System Maintenance	<u>\$4</u>
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Total For This Month	\$1,054
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Total Maintenance Dollars Spent Year-to-Date (January 1, 2022 to End of This Report Month)	\$1,711
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Annual Maintenance Budget (Jan. 1, 2022 - Dec. 31, 2022)	\$6,544
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Percent Maintenance Budget Spent Year-to-Date	26%
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Date completed	Equipment	Location	Notes	Task	Task desc
4/4/2022	Office Air Conditioner	5052 New Richland, MN	not in service at this time	Monthly PM	Clean filter & unit. May need more cleaning during heavy use.
4/4/2022	New Sludge Recirculation Pump	5052 New Richland, MN	not in service at this time	Monthly PM	Check pump & packing Check belt alignment
4/5/2022	Influent Sampler	5052 New Richland, MN	pump tubing was replaced in feb. 2022 checked and all good	Monthly PM	Clean, inspect pump hose
4/5/2022	NO 1 RAS	5052 New Richland, MN	not in service at this time. needs solenoid put in	Monthly PM	Grease the zirks on the pump if the pump running this month.
4/6/2022	Effluent Sampler	5052 New Richland, MN	working just fine. Brad White will be calibrating both infl. and eff. samplers on Mon April 11th.	Monthly PM	Clean, inspect pump hose & check dessicant on unit. See manual
4/6/2022	Emergency Generator	5052 New Richland, MN	New generator will be arriving April 11th from Cat/Ziegler Dan Slagle. Will be up and running next week. Have had a rental 200kw from sunbelt rentals since feb 2022	Generator Monthly	Check all fluids including fuel. Inspect unit for leaks or abnormal wear. Exercise under load and document hour meter.
4/6/2022	East Ras Flowmeter	5052 New Richland, MN	this meter is getting harder to see the digital numbers, the % part is fine, they should be proboly calibrated at some point, I have talked with city about the update.	Monthly PM	Clean unit & check following: 1. If #'s are visable in totalizer display window 2. Red needle in percent of flow display window actuates. 3. #'s on the totalizer are changing with the flow.
4/11/2022	Effluent Sampler	5052 New Richland, MN	Calibrations & Controls were here to calibrate.	Unscheduled Work Order	Calibrations & Controls were here to calibrate.
4/11/2022	Influent Sampler	5052 New Richland, MN	calibrations & controls here to calibrate.	Unscheduled Work Order	calibrations & controls here to calibrate.
4/13/2022	Eyewash Station	5052 New Richland, MN	run eyewash every week	Monthly PM	Inspect eyewash for proper operation. Located at lab sink.
4/13/2022	FIRE EXTINGUISHERS	5052 New Richland, MN	all have been checked and initialed	Fire Extinguisher Monthly	Make sure clear path to extinguisher, gauge is in green, pin is in place. Remove from wall mount and turn upside down several times. Document back of inspection tag with month and initials.
4/13/2022	Primary Clarifier	5052 New Richland, MN	put in a new shear pin in sprockets.	Unscheduled Work Order	put in a new shear pin in sprockets.

4/14/2022	Gas Detector	5052 New Richland, MN	batteries check and calibrated	Monthly PM	Turn on, check batteries and if calibration is due.
4/19/2022	Lift Station #2 - 3rd Street	5052 New Richland, MN	Mn pump works here, both pumps checks, capacitor put in, need to order a relay, for pump 1. amp draws done Valve wet well pumped and checked,	LS Monthly PM	1. Test power fail and high level alarm and verify communication equipment will reach emergency contact for your project. 2. Inspect and clean floats. 3. If level indicator verify operating properly. 4. Inspect overall condition of lift station.
4/19/2022	Lift Station #1 - WWTP	5052 New Richland, MN	Mn pump works, all 4 pumps oil checked, amp draws, chains checked, inside building amp draws	LS Monthly PM	1. Test power fail and high level alarm and verify communication equipment will reach emergency contact for your project. 2. Inspect and clean floats. 3. If level indicator verify operating properly. 4. Inspect overall condition of lift station.
4/19/2022	Lift Station #3 - Elm Ave	5052 New Richland, MN	m pump works did biannual check of both pumps, floats, transducer, valve vaults, both check valves, and gate valves greased, and exercised,	LS Monthly PM	1. Test power fail and high level alarm and verify communication equipment will reach emergency contact for your project. 2. Inspect and clean floats. 3. If level indicator verify operating properly. 4. Inspect overall condition of lift station.
4/19/2022	Lift Station #1 - WWTP	5052 New Richland, MN	Run #3-20Hp #4-20Hp Run these pumps for 2-3 sec every month	Unscheduled Work Order	Run #3-20Hp #4-20Hp Run these pumps for 2-3 sec every month
4/20/2022	NO 3 RAS	5052 New Richland, MN	pump running, greased zhirks	Monthly PM	Grease the zirks on the pump if the pump running this month.
4/20/2022	NO 2 RAS	5052 New Richland, MN	pump running, greased zhirks	Monthly PM	Grease the zirks on the pump if the pump running this month.
4/26/2022	Alarms	5052 New Richland, MN	alarms working, telephone numbers up to date.	Test alarm dialer	1. Test alarm function and verify communications equipment can reach emergency contact personnel for the WWTP at your project. 2. Trip the high level float and clean if necessary in sump pump un basement.
4/26/2022	NO 1 Sump Pump	5052 New Richland, MN	floats working, alarms working, telephone numbers are up to date	Monthly PM	Open pit, turn on pump in controls and verify pump pumps water down.

4/26/2022	NO 2 Sump Pump	5052 New Richland, MN		Monthly PM	Open pit, turn on pump in controls and verify pump pumps water down.
4/26/2022	Sulfur Dioxide System	5052 New Richland, MN	Pump working, hoses, orings, screen clean, diaphragm put in, all connections good. Herb and shell	Spring Service	Confirm water pump is operating properly. Confirm mixer is operating properly. Make sure feed lines are in good condition and free of debris. Clean the screen. Install injector on cylinders.
4/28/2022	Ag-Gator Sludge Wagon	5052 New Richland, MN	this will be done in the month of may.	Service Equipment	Grease unit, check oil, check pins & bolts. Check tires for improper wear and pressure. Inspect entire unit for corrosion and abnormal wear. See manual for detailed instruction. Manual is located in the filing cabinet in the office.
4/28/2022	Final Clarifier NO 2	5052 New Richland, MN	crank case oil changed with synthetic, schaeffer oils recommended. zhirks greased, oil levels checked.	Monthly PM	Grease, clean air vent for gear box skimmer. Give 3-4 shots of grease each zerk.
4/28/2022	Final Clarifier NO 2	5052 New Richland, MN		Service Equipment	1. Drain & inspect gear box 2. Change oil- both upper/lower gear boxes. Use Shell Omala 220, 40F & above-below 40F Shell Omala-150 Inspect Skimmer
4/28/2022	Final Clarifier NO 2	5052 New Richland, MN	will do in may 2022 when flows slow down a bit	Annual PM	Drain, clean & inspect clarifier
4/28/2022	Hot Water Boiler	5052 New Richland, MN	Jim and dudes replaced relays and blow off valve in back, also replace circulation hot water valve. will be here in end of may for whole service.	Service Equipment	Contact Jim and Dudes at 507-373-6161
4/28/2022	Blower NO 1	5052 New Richland, MN	air filter changed, oils checked, belts checked, outside filters need to be replaced, they sent the wrong ones.	Monthly PM	Check belt tension, check motor, air filters ect. See manual Belt Dayco Wedge-Band belt #R5VX630-2
4/28/2022	Blower NO 1	5052 New Richland, MN	Air filter replaced, oils checked, outside filters need replace, they sent the wrong size	Blower Bi-Annual	Change air filter

4/28/2022	Trickling Filter	5052 New Richland, MN	cleaned both arms and under the plate, checked cables, checked oil, all good	Monthly PM	Make sure the flow on the arm is even. Marathon Electric Cat N- K004 Model YVF56T17D2092E HP- 1 RPM-1725 Belt Size- A33 /9002 2033
4/28/2022	Final Clarifier NO 1	5052 New Richland, MN	West clarifier, oils checked, zhirks greased. top crank case oil changed.	Monthly PM	Grease, clean air vent for gear box skimmer. refer to manual, numerous tasks. Give 3-4 shots to each zerk to grease.
4/28/2022	Final Clarifier NO 1	5052 New Richland, MN		Annual PM	Drain, clean & inspect clarifier.
4/28/2022	Final Clarifier NO 1	5052 New Richland, MN	chain crank case was changed with the synthetic like the upper and lower gears. Schaeffer oils recommended this. all zhirks vent, and oils checked.	Service Equipment	Maintain equipment by performing lubrication change, filter changes, parts replacement, etc.
4/28/2022	Blower NO 2	5052 New Richland, MN	oils, belt checked, filter changed both from cmernery nelson, outside filter needs replaced, they sent the wrong one.	Blower Monthly	Check oil level and belt tension, Check filter and clean/replace if needed. inspect units for abnormal wear and leaks.
4/28/2022	Primary Clarifier	5052 New Richland, MN	All oils checked, zhirks greased. bust a shear pin in april, had some on hand, fixed all good to go, 3/32 allen wrench, and #1h shear pin, there are some in office drawer	Monthly PM	Check oil levels, add as required Grease all fittings Open drain valve 9 under the worm housing(upper reservoir) and open valves 7 & 8 (lower reservoir) and dra off small quantity of oil to remove any accumulated water. Lubricate drive chain
4/28/2022	Eye Wash Station	5052 New Richland, MN	marked and ready for 3 months, keep heater on in ferric room for winter.	Flush Eyewash Station	1.Clean portable eyewash station 2.Rinse with potable water 3. Add entire 40z preservative bottle and fill the station with potable water to the bottom of the cap opening 4. Date inspection tag and apply tamper seal over the cap 5. Change solution every 90 days minimum 6. Follow manufactures instructions for testing the portable eyewash station.

City Of New Richland

Date : May 23, 2022

To : City board of New Richland

From : Eric Hendrickson Lead Maintenance

Water and Street Report

PROJECTS COMPLETED

- 20 Blue cards were issued to residents this month.
- 3 shut offs, due to lack of payment of blue cards.
- Weekly maintenance of Legion field, City Park, Water Plant, and St. Olaf Lake.
- City wide clean up 5/7/2022
- St. Olaf concession stand roof. 5/5/2022
- Spring cleanup 5/7/2022
- Flushing hydrant 5/19/2022
- Waseca county brig project. 5/17/2022
- Bohlen but two toilets in Legion Field bathrooms on, 5/17/2022.

FUTURE PROJECTS

- Braden training
- Start on Adopt A Drain Program
- South Broadway Calvert project.
- Borgen Inc. to finish Replay.
- St. Olaf lake ready for the 2022.
- Start painting crosswalks.

SEEKING RECOMMENDATION

- Waiting for bid (Thein Well) booster 2 repair, leaking water from seal
- Red mulch \$38 yard
- EFA signs \$1958.16
- EPA school crossing sign \$3178.75 (each)
- Prime Poly Solutions \$1575.00
- Thein Well Company, new flow meter for diagnostics. \$3600
- Prime Poly Solutions, cement at the Legion Field to be raised back to spot. \$1575
- Carter Farris Tuck pointing at the library. \$9000

City of New Richland
Water System Monthly Report
 Month: April Year: 2021

I. Water System / Monthly Pumpage / Performance

Well No. 1

Total Monthly Pumpage	Gals/Month	805,000
Average Daily Pumpage	Gals/day	26,800
Maximum Daily Pumpage	Gals/day	138,000
Total monthly hours	Hrs./month	89
Well Efficiency (GPM)	Gals/min	160 gpm

Well No. 2

Total Monthly Pumpage	Gals/Month	1,130,000
Average Daily Pumpage	Gals/day	37,600
Maximum Daily Pumpage	Gals/day	125,000
Total monthly hours	Hrs./month	125
Well Efficiency (GPM)	Gals/min	160 gpm

Well No. 3

Total Monthly Pumpage	Gals/Month	528,000
Average Daily Pumpage	Gals/day	17,600
Maximum Daily Pumpage	Gals/day	89,000
Total monthly hours	Hrs./month	58
Well Efficiency (GPM)	Gals/min	150 gpm

Total Combined Monthly Pumpage	Gals/Month	2,463,000
Average Combined Daily Pumpage	Gals/day	82,100
Total Combined Monthly Hours	Hrs./month	276
Booster Pump Monthly Hours	Hrs./month	0
Booster Pump daily Avg. Hours	Hrs./day	0
Booster Pump efficiency (GPM)	Gals/min.	0
Booster Pump 2 Monthly Hours	Hrs./month	157
Booster Pump 2 Daily Avg. Hours	Hrs./day	5.2
Booster Pump 2 efficiency (GPM)	Gals/min	155 gpm
Total Chlorine Consumption	Lbs./month	4.8
Average Chlorine daily Consumption	Lbs./day	.16
Total Fluoride Consumption	Gals/month	4.6
Average Fluoride daily Consumption	Gals/day	.15

Memo

To: City Council

From: Anthony Martens

cc:

Date: 5/20/22

Re: Legion Field Bathroom Repairs

Due to emergency issues with the toilets at Legion field, the toilets in the woman's restrooms were replaced. Estimate was approximately \$425 / toilet x 2 for a total of \$850.

Additionally, sanitary items were located when the new toilets were installed, and the lines were cleaned. Staff has ordered sanitary item disposal containers to be installed in each toilet in the woman's restroom. These are the same ones that are installed at St. Olaf Lake. Cost for the holders and inserts is \$476.41.

*Budget YTD Rev-Exp©

Current Period: MARCH 2022

		2022 YTD Budget	2022 YTD Amt	MARCH MTD Amt	2022 YTD Balance	% of Budget
GENERAL FUND						
	Revenues	\$1,109,219.00	\$44,294.45	\$20,279.80	\$1,064,924.55	3.99%
	Expenditures	\$1,108,344.00	\$248,016.19	\$96,643.72	\$860,327.81	22.38%
	Gain/(Loss)	\$875.00	(\$203,721.74)	(\$76,363.92)	\$204,596.74	-23282.48%
GOVERNMENT WIDE						
Active	R 101-00000-31000 GENERAL PR	\$290,160.00	\$0.00	\$0.00	\$290,160.00	0.00%
Active	R 101-00000-31020 PROPERTY TA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-00000-31250 PAYMENT IN L	\$14,000.00	\$0.00	\$0.00	\$14,000.00	0.00%
Active	R 101-00000-31810 FRANCHISE T	\$5,500.00	\$3,522.87	\$233.31	\$1,977.13	64.05%
Active	R 101-00000-31811 FRANCHISE T	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-00000-31812 FRANCHISE T	\$0.00	\$1,763.99	\$0.00	(\$1,763.99)	0.00%
Active	R 101-00000-31910 PENALTIES A	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-00000-32110 LIQUOR LICEN	\$4,650.00	\$0.00	\$0.00	\$4,650.00	0.00%
Active	R 101-00000-33410 LOCAL GOVE	\$444,559.00	\$0.00	\$0.00	\$444,559.00	0.00%
Active	R 101-00000-33430 MOBILE HOME	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-00000-33460 EQUALIZATIO	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-00000-33620 OTHER	\$25,000.00	\$0.00	\$0.00	\$25,000.00	0.00%
Active	R 101-00000-36100 SPECIAL ASS	\$300.00	\$0.00	\$0.00	\$300.00	0.00%
Active	R 101-00000-36110 SPECIAL ASS	\$0.00	\$100.00	\$0.00	(\$100.00)	0.00%
Active	R 101-00000-36120 SPECIAL ASS	\$0.00	\$178.98	\$34.97	(\$178.98)	0.00%
Active	R 101-00000-36200 MISCELLANE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-00000-36210 INTEREST ON	\$900.00	\$133.40	\$100.00	\$766.60	14.82%
Active	R 101-00000-39200 OPERATING T	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-00000-39310 GENERAL OBL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Revenue	\$785,069.00	\$5,699.24	\$368.28	\$779,369.76	0.73%
	Total GOVERNMENT WIDE	\$785,069.00	\$5,699.24	\$368.28	\$779,369.76	0.73%
MAYOR AND COUNCIL						
Active	R 101-41100-36250 REFUNDS AN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41100-100 WAGES/SALARI	\$13,000.00	\$0.00	\$0.00	\$13,000.00	0.00%
Active	E 101-41100-121 SOCIAL SECURI	\$750.00	\$0.00	\$0.00	\$750.00	0.00%
Active	E 101-41100-122 MEDICARE	\$150.00	\$0.00	\$0.00	\$150.00	0.00%
Active	E 101-41100-150 WORKERS COM	\$100.00	\$0.00	\$0.00	\$100.00	0.00%
Active	E 101-41100-200 OFFICE SUPPLIE	\$0.00	\$35.25	\$35.25	(\$35.25)	0.00%
Active	E 101-41100-210 OPERATING EXP	\$200.00	\$0.00	\$0.00	\$200.00	0.00%
Active	E 101-41100-308 SCHOOLING	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
Active	E 101-41100-311 PERMITS/MEMB	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
In-Active	E 101-41100-330 MILEAGE EXPEN	\$150.00	\$0.00	\$0.00	\$150.00	0.00%
Active	E 101-41100-360 INSURANCE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41100-430 MISCELLANEOU	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41100-500 CAPITAL OUTLA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41100-501 CAPITAL - UNDE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Expenditure	\$14,850.00	\$35.25	\$35.25	\$14,814.75	0.24%
	Total MAYOR AND COUNCIL	(\$14,850.00)	(\$35.25)	(\$35.25)	(\$14,814.75)	0.24%
CITY HALL						
Active	R 101-41400-33160 OTHER-FEDE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-41400-36220 RENTS	\$2,250.00	\$1,195.00	\$605.00	\$1,055.00	53.11%
Active	R 101-41400-36230 CONTRIBUTIO	\$2,000.00	\$0.00	\$0.00	\$2,000.00	0.00%
Active	R 101-41400-36250 REFUNDS AN	\$3,000.00	\$19,494.41	\$13,702.51	(\$16,494.41)	649.81%
Active	R 101-41400-39110 SALE OF ASS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Revenue	\$7,250.00	\$20,689.41	\$14,307.51	(\$13,439.41)	285.37%
Active	E 101-41400-100 WAGES/SALARI	\$96,500.00	\$25,427.62	\$11,258.89	\$71,072.38	26.35%
Active	E 101-41400-101 WAGES/SALARI	\$5,000.00	\$595.00	\$445.00	\$4,405.00	11.90%
Active	E 101-41400-120 PERA	\$7,250.00	\$1,596.23	\$533.56	\$5,653.77	22.02%
Active	E 101-41400-121 SOCIAL SECURI	\$6,000.00	\$1,864.36	\$788.92	\$4,135.64	31.07%
Active	E 101-41400-122 MEDICARE	\$1,400.00	\$436.04	\$184.50	\$963.96	31.15%

CITY OF NEW RICHLAND

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Current Period: MARCH 2022

		2022 YTD Budget	2022 YTD Amt	MARCH MTD Amt	2022 YTD Balance	% of Budget
Active	E 101-41400-130 HEALTH INSURA	\$19,000.00	\$4,000.00	\$800.00	\$15,000.00	21.05%
Active	E 101-41400-131 LIFE INSURANC	\$240.00	\$46.20	\$15.40	\$193.80	19.25%
Active	E 101-41400-150 WORKERS COM	\$805.00	\$0.00	\$0.00	\$805.00	0.00%
Active	E 101-41400-200 OFFICE SUPPLIE	\$1,000.00	\$277.82	\$70.97	\$722.18	27.78%
Active	E 101-41400-201 ORDINANCE EX	\$2,000.00	\$0.00	\$0.00	\$2,000.00	0.00%
Active	E 101-41400-210 OPERATING EXP	\$3,000.00	\$2,281.73	\$1,581.09	\$718.27	76.06%
Active	E 101-41400-220 REPAIRS & MAIN	\$2,500.00	\$2,035.09	\$1,859.24	\$464.91	81.40%
Active	E 101-41400-221 CITY HALL CLEA	\$1,500.00	\$80.11	\$0.00	\$1,419.89	5.34%
Active	E 101-41400-230 VEHICLE OPERA	\$0.00	\$19.25	\$0.00	(\$19.25)	0.00%
Active	E 101-41400-300 PROFESSIONAL	\$5,000.00	\$3,569.40	\$750.00	\$1,430.60	71.39%
Active	E 101-41400-301 AUDITING SERVI	\$21,000.00	\$614.10	\$14.10	\$20,385.90	2.92%
Active	E 101-41400-303 ENGINEERING F	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41400-304 LEGAL FEES	\$5,000.00	\$4,334.00	\$2,656.75	\$666.00	86.68%
Active	E 101-41400-307 CONTRACT FEE	\$3,000.00	\$176.86	\$0.00	\$2,823.14	5.90%
Active	E 101-41400-308 SCHOOLING	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%
Active	E 101-41400-309 COMPUTER EXP	\$2,000.00	\$879.14	\$196.25	\$1,120.86	43.96%
Active	E 101-41400-311 PERMITS/MEMB	\$1,750.00	\$69.99	\$0.00	\$1,680.01	4.00%
Active	E 101-41400-316 CREDIT/DEBIT S	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41400-320 TELEPHONE	\$1,300.00	\$390.64	\$142.04	\$909.36	30.05%
Active	E 101-41400-330 MILEAGE EXPEN	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
Active	E 101-41400-331 MOTEL EXPENS	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
Active	E 101-41400-340 ADVERTISING	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00%
Active	E 101-41400-360 INSURANCE	\$10,500.00	\$0.00	\$0.00	\$10,500.00	0.00%
Active	E 101-41400-380 UTILITIES/ELECT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41400-383 UTILITIES/HEAT	\$0.00	\$724.59	\$495.34	(\$724.59)	0.00%
Active	E 101-41400-384 UTITLITES/GARB	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00%
Active	E 101-41400-417 UNIFORM ALLO	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41400-430 MISCELLANEOU	\$1,000.00	\$90.00	\$0.00	\$910.00	9.00%
Active	E 101-41400-461 REGIONAL DEVE	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
Active	E 101-41400-500 CAPITAL OUTLA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41400-501 CAPITAL - UNDE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Expenditure		\$202,245.00	\$49,508.17	\$21,792.05	\$152,736.83	24.48%
Total CITY HALL		(\$194,995.00)	(\$28,818.76)	(\$7,484.54)	(\$166,176.24)	14.78%
ELECTIONS						
Active	R 101-41410-33620 OTHER	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Revenue		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41410-110 OTHER PAY	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00%
Active	E 101-41410-210 OPERATING EXP	\$1,200.00	\$0.00	\$0.00	\$1,200.00	0.00%
Active	E 101-41410-330 MILEAGE EXPEN	\$300.00	\$0.00	\$0.00	\$300.00	0.00%
Active	E 101-41410-340 ADVERTISING	\$200.00	\$0.00	\$0.00	\$200.00	0.00%
Expenditure		\$3,200.00	\$0.00	\$0.00	\$3,200.00	0.00%
Total ELECTIONS		(\$3,200.00)	\$0.00	\$0.00	(\$3,200.00)	0.00%
POLICE						
Active	R 101-42100-32240 ANIMAL LICEN	\$300.00	\$40.00	\$30.00	\$260.00	13.33%
Active	R 101-42100-32260 GOLF CART O	\$300.00	\$0.00	\$0.00	\$300.00	0.00%
Active	R 101-42100-33610 POLICE STAT	\$18,600.00	\$0.00	\$0.00	\$18,600.00	0.00%
Active	R 101-42100-34210 POLICE SERVI	\$100.00	\$25.00	\$0.00	\$75.00	25.00%
Active	R 101-42100-34261 POLICE TRAIN	\$8,000.00	\$0.00	\$0.00	\$8,000.00	0.00%
Active	R 101-42100-35100 POLICE FINES	\$4,000.00	\$1,041.91	\$353.29	\$2,958.09	26.05%
Active	R 101-42100-36200 MISCELLANE	\$0.00	\$2,050.00	\$2,025.00	(\$2,050.00)	0.00%
Active	R 101-42100-36230 CONTRIBUTIO	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-42100-36250 REFUNDS AN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-42100-39110 SALE OF ASS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Revenue		\$31,300.00	\$3,156.91	\$2,408.29	\$28,143.09	10.09%
Active	E 101-42100-100 WAGES/SALARI	\$120,000.00	\$30,611.27	\$13,160.87	\$89,388.73	25.51%
Active	E 101-42100-101 WAGES/SALARI	\$42,000.00	\$14,240.12	\$6,749.97	\$27,759.88	33.91%
Active	E 101-42100-120 PERA	\$18,000.00	\$5,271.15	\$1,754.34	\$12,728.85	29.28%
Active	E 101-42100-121 SOCIAL SECURI	\$10,000.00	\$883.32	\$418.91	\$9,116.68	8.83%

CITY OF NEW RICHLAND

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Current Period: MARCH 2022

		2022 YTD Budget	2022 YTD Amt	MARCH MTD Amt	2022 YTD Balance	% of Budget
Active	E 101-42100-122 MEDICARE	\$2,500.00	\$650.35	\$291.62	\$1,849.65	26.01%
Active	E 101-42100-130 HEALTH INSURA	\$20,000.00	\$4,558.72	\$0.00	\$15,441.28	22.79%
Active	E 101-42100-131 LIFE INSURANC	\$50.00	\$18.60	\$7.50	\$31.40	37.20%
Active	E 101-42100-150 WORKERS COM	\$13,400.00	\$0.00	\$0.00	\$13,400.00	0.00%
Active	E 101-42100-200 OFFICE SUPPLIE	\$500.00	\$313.47	\$259.96	\$186.53	62.69%
Active	E 101-42100-210 OPERATING EXP	\$5,000.00	\$1,077.31	\$482.98	\$3,922.69	21.55%
Active	E 101-42100-220 REPAIRS & MAIN	\$425.00	\$135.00	\$135.00	\$290.00	31.76%
Active	E 101-42100-230 VEHICLE OPERA	\$3,000.00	\$514.06	\$337.33	\$2,485.94	17.14%
Active	E 101-42100-231 VEHICLE MAINT	\$5,000.00	\$962.54	\$345.46	\$4,037.46	19.25%
Active	E 101-42100-240 SMALL TOOLS A	\$300.00	\$0.00	\$0.00	\$300.00	0.00%
Active	E 101-42100-300 PROFESSIONAL	\$3,750.00	\$3,750.00	\$0.00	\$0.00	100.00%
Active	E 101-42100-301 AUDITING SERVI	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-42100-304 LEGAL FEES	\$8,010.00	\$0.00	\$0.00	\$8,010.00	0.00%
Active	E 101-42100-305 MEDICAL FEES	\$500.00	\$593.00	\$398.00	(\$93.00)	118.60%
Active	E 101-42100-306 ANIMAL EXPENS	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
Active	E 101-42100-307 CONTRACT FEE	\$790.00	\$0.00	\$0.00	\$790.00	0.00%
Active	E 101-42100-308 SCHOOLING	\$7,000.00	\$5,950.00	\$1,945.00	\$1,050.00	85.00%
Active	E 101-42100-309 COMPUTER EXP	\$4,000.00	\$555.26	\$237.75	\$3,444.74	13.88%
Active	E 101-42100-311 PERMITS/MEMB	\$805.00	\$300.00	\$50.00	\$505.00	37.27%
Active	E 101-42100-313 SHARED RECOR	\$8,000.00	\$1,364.00	\$0.00	\$6,636.00	17.05%
Active	E 101-42100-320 TELEPHONE	\$1,500.00	\$512.55	\$210.18	\$987.45	34.17%
Active	E 101-42100-340 ADVERTISING	\$100.00	\$0.00	\$0.00	\$100.00	0.00%
Active	E 101-42100-360 INSURANCE	\$8,900.00	\$0.00	\$0.00	\$8,900.00	0.00%
Active	E 101-42100-380 UTILITIES/ELECT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-42100-383 UTILITIES/HEAT	\$1,000.00	\$724.59	\$495.34	\$275.41	72.46%
Active	E 101-42100-417 UNIFORM ALLO	\$3,000.00	\$723.07	\$27.00	\$2,276.93	24.10%
Active	E 101-42100-430 MISCELLANEOU	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%
Active	E 101-42100-500 CAPITAL OUTLA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-42100-501 CAPITAL - UNDE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Expenditure		\$289,030.00	\$73,708.38	\$27,307.21	\$215,321.62	25.50%
Total POLICE		(\$257,730.00)	(\$70,551.47)	(\$24,898.92)	(\$187,178.53)	27.37%
AMBULANCE						
Active	R 101-42153-33720 OTHER COUN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-42153-34250 AMBULANCE	\$150,000.00	\$10,727.02	\$760.27	\$139,272.98	7.15%
Active	R 101-42153-34260 AMB/FIRE SC	\$3,000.00	\$0.00	\$0.00	\$3,000.00	0.00%
Active	R 101-42153-36210 INTEREST ON	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-42153-36230 CONTRIBUTIO	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-42153-36250 REFUNDS AN	\$0.00	\$97.47	\$48.45	(\$97.47)	0.00%
Active	R 101-42153-39110 SALE OF ASS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Revenue		\$153,000.00	\$10,824.49	\$808.72	\$142,175.51	7.07%
Active	E 101-42153-110 OTHER PAY	\$72,000.00	\$14,990.48	\$5,003.60	\$57,009.52	20.82%
Active	E 101-42153-120 PERA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-42153-121 SOCIAL SECURI	\$3,800.00	\$921.97	\$308.98	\$2,878.03	24.26%
Active	E 101-42153-122 MEDICARE	\$900.00	\$215.60	\$72.26	\$684.40	23.96%
Active	E 101-42153-150 WORKERS COM	\$4,825.00	\$0.00	\$0.00	\$4,825.00	0.00%
Active	E 101-42153-200 OFFICE SUPPLIE	\$200.00	\$0.00	\$0.00	\$200.00	0.00%
Active	E 101-42153-210 OPERATING EXP	\$1,500.00	\$3,690.11	\$2,322.65	(\$2,190.11)	246.01%
Active	E 101-42153-212 MEDICAL SUPPL	\$12,000.00	\$3,854.25	\$2,140.74	\$8,145.75	32.12%
Active	E 101-42153-220 REPAIRS & MAIN	\$2,000.00	\$5,014.50	\$3,394.50	(\$3,014.50)	250.73%
Active	E 101-42153-230 VEHICLE OPERA	\$3,000.00	\$642.26	\$421.28	\$2,357.74	21.41%
Active	E 101-42153-231 VEHICLE MAINT	\$2,500.00	\$91.96	\$0.00	\$2,408.04	3.68%
Active	E 101-42153-300 PROFESSIONAL	\$7,500.00	\$2,090.00	\$0.00	\$5,410.00	27.87%
Active	E 101-42153-301 AUDITING SERVI	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-42153-304 LEGAL FEES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-42153-307 CONTRACT FEE	\$3,500.00	\$0.00	\$0.00	\$3,500.00	0.00%
Active	E 101-42153-308 SCHOOLING	\$4,000.00	\$993.98	\$168.98	\$3,006.02	24.85%
Active	E 101-42153-309 COMPUTER EXP	\$500.00	\$275.55	\$91.85	\$224.45	55.11%
Active	E 101-42153-311 PERMITS/MEMB	\$500.00	\$252.13	\$0.00	\$247.87	50.43%

CITY OF NEW RICHLAND

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		2022 YTD Budget	2022 YTD Amt	MARCH MTD Amt	2022 YTD Balance	% of Budget
Active	E 101-42153-316 CREDIT/DEBIT S	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-42153-320 TELEPHONE	\$0.00	\$192.39	\$96.46	(\$192.39)	0.00%
Active	E 101-42153-330 MILEAGE EXPEN	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00%
Active	E 101-42153-331 MOTEL EXPENS	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00%
Active	E 101-42153-340 ADVERTISING	\$250.00	\$0.00	\$0.00	\$250.00	0.00%
Active	E 101-42153-360 INSURANCE	\$950.00	\$0.00	\$0.00	\$950.00	0.00%
Active	E 101-42153-380 UTILITIES/ELECT	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%
Active	E 101-42153-383 UTILITIES/HEAT	\$1,200.00	\$724.59	\$495.34	\$475.41	60.38%
Active	E 101-42153-417 UNIFORM ALLO	\$1,500.00	\$262.95	\$0.00	\$1,237.05	17.53%
Active	E 101-42153-430 MISCELLANEOU	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-42153-441 BAD DEBT EXPE	\$3,000.00	\$0.00	\$0.00	\$3,000.00	0.00%
Active	E 101-42153-442 INSURANCE WRI	\$50,000.00	\$0.00	\$0.00	\$50,000.00	0.00%
Active	E 101-42153-500 CAPITAL OUTLA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-42153-501 CAPITAL - UNDE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Expenditure		<u>\$179,625.00</u>	<u>\$34,212.72</u>	<u>\$14,516.64</u>	<u>\$145,412.28</u>	<u>19.05%</u>
Total AMBULANCE		<u>(\$26,625.00)</u>	<u>(\$23,388.23)</u>	<u>(\$13,707.92)</u>	<u>(\$3,236.77)</u>	<u>87.84%</u>
FIRE						
Active	R 101-42200-31020 PROPERTY TA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-42200-33150 FEDERAL GRA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-42200-33600 FIRE STATE AI	\$23,000.00	\$0.00	\$0.00	\$23,000.00	0.00%
Active	R 101-42200-34251 FIRESERVICE	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%
Active	R 101-42200-34260 AMB/FIRE SC	\$2,500.00	\$0.00	\$0.00	\$2,500.00	0.00%
Active	R 101-42200-36210 INTEREST ON	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-42200-36230 CONTRIBUTIO	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-42200-36250 REFUNDS AN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-42200-39110 SALE OF ASS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Revenue		<u>\$26,500.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$26,500.00</u>	<u>0.00%</u>
Active	E 101-42200-124 PENSION PAYM	\$24,000.00	\$0.00	\$0.00	\$24,000.00	0.00%
Active	E 101-42200-150 WORKERS COM	\$3,740.00	\$0.00	\$0.00	\$3,740.00	0.00%
Active	E 101-42200-200 OFFICE SUPPLIE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-42200-210 OPERATING EXP	\$3,000.00	\$596.15	\$257.78	\$2,403.85	19.87%
Active	E 101-42200-220 REPAIRS & MAIN	\$1,000.00	\$1,030.83	\$915.14	(\$30.83)	103.08%
Active	E 101-42200-230 VEHICLE OPERA	\$1,200.00	\$364.98	\$235.19	\$835.02	30.42%
Active	E 101-42200-231 VEHICLE MAINT	\$2,500.00	\$686.81	\$686.81	\$1,813.19	27.47%
Active	E 101-42200-300 PROFESSIONAL	\$250.00	\$250.00	\$0.00	\$0.00	100.00%
Active	E 101-42200-301 AUDITING SERVI	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-42200-305 MEDICAL FEES	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
Active	E 101-42200-307 CONTRACT FEE	\$1,400.00	\$654.75	\$0.00	\$745.25	46.77%
Active	E 101-42200-308 SCHOOLING	\$2,500.00	\$0.00	\$0.00	\$2,500.00	0.00%
Active	E 101-42200-309 COMPUTER EXP	\$500.00	\$39.39	\$13.13	\$460.61	7.88%
Active	E 101-42200-320 TELEPHONE	\$0.00	\$77.46	\$38.91	(\$77.46)	0.00%
Active	E 101-42200-330 MILEAGE EXPEN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-42200-340 ADVERTISING	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-42200-360 INSURANCE	\$2,250.00	\$0.00	\$0.00	\$2,250.00	0.00%
Active	E 101-42200-380 UTILITIES/ELECT	\$0.00	\$17.43	\$0.00	(\$17.43)	0.00%
Active	E 101-42200-383 UTILITIES/HEAT	\$1,500.00	\$1,073.08	\$710.86	\$426.92	71.54%
Active	E 101-42200-417 UNIFORM ALLO	\$5,000.00	\$338.51	\$87.26	\$4,661.49	6.77%
Active	E 101-42200-430 MISCELLANEOU	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-42200-441 BAD DEBT EXPE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-42200-500 CAPITAL OUTLA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-42200-501 CAPITAL - UNDE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Expenditure		<u>\$49,340.00</u>	<u>\$5,129.39</u>	<u>\$2,945.08</u>	<u>\$44,210.61</u>	<u>10.40%</u>
Total FIRE		<u>(\$22,840.00)</u>	<u>(\$5,129.39)</u>	<u>(\$2,945.08)</u>	<u>(\$17,710.61)</u>	<u>22.46%</u>
BLDG INSPECTION						
Active	R 101-42400-32200 BUILDING PER	\$12,000.00	\$3,744.40	\$2,387.00	\$8,255.60	31.20%
Active	R 101-42400-32210 RENTAL HOU	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00%
Active	R 101-42400-36250 REFUNDS AN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Revenue		<u>\$13,500.00</u>	<u>\$3,744.40</u>	<u>\$2,387.00</u>	<u>\$9,755.60</u>	<u>27.74%</u>

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		2022 YTD Budget	2022 YTD Amt	MARCH MTD Amt	2022 YTD Balance	% of Budget
Active	E 101-42400-210 OPERATING EXP	\$100.00	\$0.00	\$0.00	\$100.00	0.00%
Active	E 101-42400-300 PROFESSIONAL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-42400-301 AUDITING SERVI	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-42400-302 BLDG PERMIT S	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
Active	E 101-42400-303 ENGINEERING F	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-42400-304 LEGAL FEES	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%
Active	E 101-42400-307 CONTRACT FEE	\$10,000.00	\$93.56	\$93.56	\$9,906.44	0.94%
Active	E 101-42400-308 SCHOOLING	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-42400-316 CREDIT/DEBIT S	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-42400-330 MILEAGE EXPEN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-42400-340 ADVERTISING	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-42400-360 INSURANCE	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
Active	E 101-42400-500 CAPITAL OUTLA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-42400-501 CAPITAL - UNDE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Expenditure		\$12,100.00	\$93.56	\$93.56	\$12,006.44	0.77%
Total BLDG INSPECTION		\$1,400.00	\$3,650.84	\$2,293.44	(\$2,250.84)	260.77%
CIVIL DEFENSE						
Active	E 101-42500-210 OPERATING EXP	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
Active	E 101-42500-340 ADVERTISING	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-42500-500 CAPITAL OUTLA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-42500-501 CAPITAL - UNDE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Expenditure		\$500.00	\$0.00	\$0.00	\$500.00	0.00%
Total CIVIL DEFENSE		(\$500.00)	\$0.00	\$0.00	(\$500.00)	0.00%
STREETS						
Active	R 101-43100-32220 RIGHT-OF-WA	\$200.00	\$0.00	\$0.00	\$200.00	0.00%
Active	R 101-43100-34300 STREET CHAR	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-43100-34430 REFUSE COLL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-43100-36110 SPECIAL ASS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-43100-36112 SPECIAL ASS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-43100-36230 CONTRIBUTIO	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-43100-36250 REFUNDS AN	\$92,400.00	\$117.00	\$0.00	\$92,283.00	0.13%
Active	R 101-43100-39110 SALE OF ASS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-43100-39312 MNDOT REIM	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Revenue		\$92,600.00	\$117.00	\$0.00	\$92,483.00	0.13%
Active	E 101-43100-100 WAGES/SALARI	\$73,000.00	\$19,341.87	\$8,542.98	\$53,658.13	26.50%
Active	E 101-43100-101 WAGES/SALARI	\$5,000.00	\$145.00	\$0.00	\$4,855.00	2.90%
Active	E 101-43100-120 PERA	\$5,500.00	\$1,231.22	\$421.30	\$4,268.78	22.39%
Active	E 101-43100-121 SOCIAL SECURI	\$4,800.00	\$1,217.43	\$529.67	\$3,582.57	25.36%
Active	E 101-43100-122 MEDICARE	\$1,200.00	\$284.71	\$123.86	\$915.29	23.73%
Active	E 101-43100-130 HEALTH INSURA	\$9,900.00	\$4,707.72	\$0.00	\$5,192.28	47.55%
Active	E 101-43100-131 LIFE INSURANC	\$35.00	\$11.90	\$2.50	\$23.10	34.00%
Active	E 101-43100-140 UNEMPLOYMEN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43100-150 WORKERS COM	\$7,500.00	\$0.00	\$0.00	\$7,500.00	0.00%
Active	E 101-43100-200 OFFICE SUPPLIE	\$275.00	\$23.96	\$0.00	\$251.04	8.71%
Active	E 101-43100-210 OPERATING EXP	\$7,000.00	\$2,287.40	\$1,689.55	\$4,712.60	32.68%
Active	E 101-43100-211 SNOW REMOVA	\$10,000.00	\$0.00	\$0.00	\$10,000.00	0.00%
Active	E 101-43100-215 TREE EXPENSE	\$3,000.00	\$0.00	\$0.00	\$3,000.00	0.00%
Active	E 101-43100-216 GRAVEL/ROCK F	\$3,000.00	\$1,208.60	\$0.00	\$1,791.40	40.29%
Active	E 101-43100-217 SPRING CLEAN-	\$2,000.00	\$0.00	\$0.00	\$2,000.00	0.00%
Active	E 101-43100-218 CHEMICALS/SPR	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
Active	E 101-43100-219 COUNTY DITCHE	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%
Active	E 101-43100-220 REPAIRS & MAIN	\$4,000.00	\$1,171.72	\$627.11	\$2,828.28	29.29%
Active	E 101-43100-230 VEHICLE OPERA	\$4,000.00	\$1,061.20	\$621.65	\$2,938.80	26.53%
Active	E 101-43100-231 VEHICLE MAINT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43100-232 LAWN MOWER E	\$1,500.00	\$1,137.22	\$0.00	\$362.78	75.81%
Active	E 101-43100-233 TRACTOR MAINT	\$3,000.00	\$0.00	\$0.00	\$3,000.00	0.00%
Active	E 101-43100-234 DUMP TRUCK M	\$3,000.00	\$0.00	\$0.00	\$3,000.00	0.00%
Active	E 101-43100-235 PICKUP MAINT	\$3,000.00	\$207.98	\$0.00	\$2,792.02	6.93%

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		2022 YTD Budget	2022 YTD Amt	MARCH MTD Amt	2022 YTD Balance	% of Budget
Active	E 101-43100-236 SNOW EQUIP M	\$3,000.00	\$1,860.51	\$157.81	\$1,139.49	62.02%
Active	E 101-43100-237 SWEEPER MAIN	\$3,000.00	\$304.95	\$304.95	\$2,695.05	10.17%
Active	E 101-43100-240 SMALL TOOLS A	\$300.00	\$0.00	\$0.00	\$300.00	0.00%
Active	E 101-43100-300 PROFESSIONAL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43100-301 AUDITING SERVI	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43100-303 ENGINEERING F	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%
Active	E 101-43100-304 LEGAL FEES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43100-305 MEDICAL FEES	\$0.00	\$153.00	\$153.00	(\$153.00)	0.00%
Active	E 101-43100-307 CONTRACT FEE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43100-308 SCHOOLING	\$700.00	\$140.36	\$140.36	\$559.64	20.05%
Active	E 101-43100-309 COMPUTER EXP	\$500.00	\$110.78	\$0.00	\$389.22	22.16%
Active	E 101-43100-311 PERMITS/MEMB	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43100-314 REIMBURSEMEN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43100-320 TELEPHONE	\$2,000.00	\$588.54	\$333.68	\$1,411.46	29.43%
Active	E 101-43100-330 MILEAGE EXPEN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43100-331 MOTEL EXPENS	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
Active	E 101-43100-340 ADVERTISING	\$100.00	\$0.00	\$0.00	\$100.00	0.00%
Active	E 101-43100-360 INSURANCE	\$6,000.00	\$0.00	\$0.00	\$6,000.00	0.00%
Active	E 101-43100-380 UTILITIES/ELECT	\$12,000.00	\$646.60	\$555.02	\$11,353.40	5.39%
Active	E 101-43100-383 UTILITIES/HEAT	\$1,500.00	\$2,038.36	\$1,387.48	(\$538.36)	135.89%
Active	E 101-43100-384 UTILITES/GARB	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43100-390 STREET LIGHTIN	\$13,000.00	\$5,071.06	\$2,652.30	\$7,928.94	39.01%
Active	E 101-43100-417 UNIFORM ALLO	\$500.00	\$490.63	\$0.00	\$9.37	98.13%
Active	E 101-43100-430 MISCELLANEOU	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43100-500 CAPITAL OUTLA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43100-501 CAPITAL - UNDE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Expenditure		\$196,310.00	\$45,442.72	\$18,243.22	\$150,867.28	23.15%
Total STREETS		(\$103,710.00)	(\$45,325.72)	(\$18,243.22)	(\$58,384.28)	43.70%
SANITATION						
Active	R 101-43200-34430 REFUSE COLL	\$0.00	\$63.00	\$0.00	(\$63.00)	0.00%
Revenue		\$0.00	\$63.00	\$0.00	(\$63.00)	0.00%
Active	E 101-43200-210 OPERATING EXP	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43200-240 SMALL TOOLS A	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43200-300 PROFESSIONAL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43200-310 RECYCLE CONT	\$43,000.00	\$6,246.48	\$2,805.00	\$36,753.52	14.53%
Active	E 101-43200-340 ADVERTISING	\$100.00	\$0.00	\$0.00	\$100.00	0.00%
Expenditure		\$43,100.00	\$6,246.48	\$2,805.00	\$36,853.52	14.49%
Total SANITATION		(\$43,100.00)	(\$6,183.48)	(\$2,805.00)	(\$36,916.52)	14.35%
NURSING HOME						
Active	E 101-44170-305 MEDICAL FEES	\$68,312.00	\$31,756.44	\$7,939.11	\$36,555.56	46.49%
Expenditure		\$68,312.00	\$31,756.44	\$7,939.11	\$36,555.56	46.49%
Total NURSING HOME		(\$68,312.00)	(\$31,756.44)	(\$7,939.11)	(\$36,555.56)	46.49%
RECREATION-LEGION FIELD						
Active	R 101-45100-31030 PROPERTY TA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-45100-34790 RECREATION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-45100-36230 CONTRIBUTIO	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-45100-36250 REFUNDS AN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Revenue		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45100-210 OPERATING EXP	\$1,000.00	\$196.80	\$196.80	\$803.20	19.68%
Active	E 101-45100-215 TREE EXPENSE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45100-216 GRAVEL/ROCK F	\$5,000.00	\$0.00	\$0.00	\$5,000.00	0.00%
Active	E 101-45100-218 CHEMICALS/SPR	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
Active	E 101-45100-220 REPAIRS & MAIN	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00%
Active	E 101-45100-230 VEHICLE OPERA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45100-231 VEHICLE MAINT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45100-300 PROFESSIONAL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45100-301 AUDITING SERVI	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

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Active	E 101-45100-303 ENGINEERING F	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45100-340 ADVERTISING	\$100.00	\$0.00	\$0.00	\$100.00	0.00%
Active	E 101-45100-360 INSURANCE	\$4,700.00	\$0.00	\$0.00	\$4,700.00	0.00%
Active	E 101-45100-380 UTILITIES/ELECT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45100-384 UTITLITES/GARB	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45100-437 L.F. PUMP - EXP	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%
Active	E 101-45100-438 BB ASSN IMPRO	\$2,000.00	\$0.00	\$0.00	\$2,000.00	0.00%
Active	E 101-45100-500 CAPITAL OUTLA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45100-501 CAPITAL - UNDE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Expenditure		<u>\$15,800.00</u>	<u>\$196.80</u>	<u>\$196.80</u>	<u>\$15,603.20</u>	<u>1.25%</u>
Total RECREATION-LEGION FIELD		<u>(\$15,800.00)</u>	<u>(\$196.80)</u>	<u>(\$196.80)</u>	<u>(\$15,603.20)</u>	<u>1.25%</u>
SKATING RINK						
Active	E 101-45150-210 OPERATING EXP	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45150-340 ADVERTISING	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45150-380 UTILITIES/ELECT	\$150.00	\$3.10	\$0.00	\$146.90	2.07%
Expenditure		<u>\$150.00</u>	<u>\$3.10</u>	<u>\$0.00</u>	<u>\$146.90</u>	<u>2.07%</u>
Total SKATING RINK		<u>(\$150.00)</u>	<u>(\$3.10)</u>	<u>\$0.00</u>	<u>(\$146.90)</u>	<u>2.07%</u>
PARKS-ST. OLAF PARK						
Active	R 101-45200-34780 PARK FEES-S	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-45200-34785 ST. OLAF LAK	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-45200-36210 INTEREST ON	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-45200-36230 CONTRIBUTIO	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-45200-36250 REFUNDS AN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-45200-39110 SALE OF ASS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Revenue		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>0.00%</u>
Active	E 101-45200-101 WAGES/SALARI	\$8,000.00	\$0.00	\$0.00	\$8,000.00	0.00%
Active	E 101-45200-121 SOCIAL SECURI	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
Active	E 101-45200-122 MEDICARE	\$120.00	\$0.00	\$0.00	\$120.00	0.00%
Active	E 101-45200-150 WORKERS COM	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%
Active	E 101-45200-210 OPERATING EXP	\$1,500.00	\$245.00	\$95.00	\$1,255.00	16.33%
Active	E 101-45200-213 LIFEGUARD SUP	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
Active	E 101-45200-214 CONCESSION S	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45200-215 TREE EXPENSE	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
Active	E 101-45200-218 CHEMICALS/SPR	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
Active	E 101-45200-220 REPAIRS & MAIN	\$500.00	\$120.94	\$106.95	\$379.06	24.19%
Active	E 101-45200-300 PROFESSIONAL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45200-301 AUDITING SERVI	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45200-307 CONTRACT FEE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45200-308 SCHOOLING	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00%
Active	E 101-45200-311 PERMITS/MEMB S	\$250.00	\$0.00	\$0.00	\$250.00	0.00%
Active	E 101-45200-316 CREDIT/DEBIT S	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45200-320 TELEPHONE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45200-330 MILEAGE EXPEN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45200-340 ADVERTISING	\$100.00	\$0.00	\$0.00	\$100.00	0.00%
Active	E 101-45200-360 INSURANCE	\$3,400.00	\$0.00	\$0.00	\$3,400.00	0.00%
Active	E 101-45200-380 UTILITIES/ELECT	\$1,250.00	\$32.22	\$0.00	\$1,217.78	2.58%
Active	E 101-45200-384 UTITLITES/GARB	\$400.00	\$0.00	\$0.00	\$400.00	0.00%
Active	E 101-45200-430 MISCELLANEOU	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45200-500 CAPITAL OUTLA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45200-501 CAPITAL - UNDE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Expenditure		<u>\$20,020.00</u>	<u>\$398.16</u>	<u>\$201.95</u>	<u>\$19,621.84</u>	<u>1.99%</u>
Total PARKS-ST. OLAF PARK		<u>(\$20,020.00)</u>	<u>(\$398.16)</u>	<u>(\$201.95)</u>	<u>(\$19,621.84)</u>	<u>1.99%</u>
SUMMER RECREATION						
Active	R 101-45300-34790 RECREATION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Revenue		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>0.00%</u>
Active	E 101-45300-316 CREDIT/DEBIT S	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45300-430 MISCELLANEOU	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

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		2022 YTD Budget	2022 YTD Amt	MARCH MTD Amt	2022 YTD Balance	% of Budget
Active	E 101-45300-500 CAPITAL OUTLA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Total SUMMER RECREATION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
SENIOR CITIZENS BUS						
Active	E 101-45400-430 MISCELLANEOU	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Total SENIOR CITIZENS BUS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
LIBRARY						
Active	R 101-45500-36250 REFUNDS AN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-45500-39110 SALE OF ASS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45500-101 WAGES/SALARI	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%
Active	E 101-45500-121 SOCIAL SECURI	\$62.00	\$0.00	\$0.00	\$62.00	0.00%
Active	E 101-45500-122 MEDICARE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45500-210 OPERATING EXP	\$500.00	\$22.68	\$8.69	\$477.32	4.54%
Active	E 101-45500-220 REPAIRS & MAIN	\$4,000.00	\$0.00	\$0.00	\$4,000.00	0.00%
Active	E 101-45500-300 PROFESSIONAL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45500-301 AUDITING SERVI	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45500-320 TELEPHONE	\$600.00	\$111.94	\$56.25	\$488.06	18.66%
Active	E 101-45500-360 INSURANCE	\$3,400.00	\$0.00	\$0.00	\$3,400.00	0.00%
Active	E 101-45500-380 UTILITIES/ELECT	\$3,000.00	\$383.48	\$0.00	\$2,616.52	12.78%
Active	E 101-45500-383 UTILITIES/HEAT	\$1,200.00	\$766.92	\$502.91	\$433.08	63.91%
Active	E 101-45500-430 MISCELLANEOU	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45500-500 CAPITAL OUTLA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45500-501 CAPITAL - UNDE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Expenditure	\$13,762.00	\$1,285.02	\$567.85	\$12,476.98	9.34%
	Total LIBRARY	(\$13,762.00)	(\$1,285.02)	(\$567.85)	(\$12,476.98)	9.34%
ECONOMIC DEVELOPMENT						
Active	E 101-46500-330 MILEAGE EXPEN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-46500-430 MISCELLANEOU	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-46500-720 TRANSFERS OU	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Total ECONOMIC DEVELOPMENT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
HISTORIC PRESERVATION						
Active	E 101-46600-000 CONTRIBUTION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-46600-300 PROFESSIONAL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-46600-303 ENGINEERING F	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-46600-386 UTILITIES/SOFT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-46600-720 TRANSFERS OU	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Total HISTORIC PRESERVATION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEBT SERVICE						
Active	E 101-47000-600 PRINCIPAL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-47000-610 INTEREST	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Total DEBT SERVICE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
UNALLOCATED						
Active	E 101-49200-430 MISCELLANEOU	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Total UNALLOCATED	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
OPERATING TRANSFERS OUT						
Active	E 101-49310-720 TRANSFERS OU	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Total OPERATING TRANSFERS OUT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Total GENERAL FUND	\$875.00	(\$203,721.74)	(\$76,363.92)	\$204,596.74	-23282.48%

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		2022 YTD Budget	2022 YTD Amt	MARCH MTD Amt	2022 YTD Balance	% of Budget
WATER UTILITY FUND						
	Revenues	\$0.00	\$60,779.43	\$22,799.75	-\$60,779.43	0.00%
	Expenditures	\$89,950.00	\$22,919.39	\$7,053.61	\$67,030.61	25.48%
	Gain/(Loss)	(\$89,950.00)	\$37,860.04	\$15,746.14	(\$127,810.04)	-42.09%
GOVERNMENT WIDE						
Active	R 601-00000-33439 PERA PENSIO	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Total GOVERNMENT WIDE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
WATER UTILITIES						
Active	R 601-49400-31000 GENERAL PR	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 601-49400-36110 SPECIAL ASS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 601-49400-36200 MISCELLANE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 601-49400-36210 INTEREST ON	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 601-49400-36250 REFUNDS AN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 601-49400-37100 WATER SALE	\$0.00	\$60,779.43	\$22,799.75	(\$60,779.43)	0.00%
Active	R 601-49400-39110 SALE OF ASS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 601-49400-39200 OPERATING T	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 601-49400-39999 CONTRIBUTIO	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Revenue	\$0.00	\$60,779.43	\$22,799.75	(\$60,779.43)	0.00%
Active	E 601-49400-100 WAGES/SALARI	\$29,500.00	\$7,310.63	\$3,186.43	\$22,189.37	24.78%
Active	E 601-49400-120 PERA	\$2,000.00	\$467.28	\$157.98	\$1,532.72	23.36%
Active	E 601-49400-121 SOCIAL SECURI	\$1,900.00	\$454.23	\$202.11	\$1,445.77	23.91%
Active	E 601-49400-122 MEDICARE	\$430.00	\$106.22	\$47.27	\$323.78	24.70%
Active	E 601-49400-129 PERA CHANGE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 601-49400-130 HEALTH INSURA	\$2,100.00	\$0.00	\$0.00	\$2,100.00	0.00%
Active	E 601-49400-131 LIFE INSURANC	\$20.00	\$0.00	\$0.00	\$20.00	0.00%
Active	E 601-49400-140 UNEMPLOYMEN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 601-49400-150 WORKERS COM	\$750.00	\$0.00	\$0.00	\$750.00	0.00%
Active	E 601-49400-200 OFFICE SUPPLIE	\$9,000.00	\$0.00	\$0.00	\$9,000.00	0.00%
Active	E 601-49400-210 OPERATING EXP	\$0.00	\$1,536.06	\$206.85	(\$1,536.06)	0.00%
Active	E 601-49400-218 CHEMICALS/SPR	\$0.00	\$1,680.12	\$0.00	(\$1,680.12)	0.00%
Active	E 601-49400-220 REPAIRS & MAIN	\$0.00	\$341.49	\$37.79	(\$341.49)	0.00%
Active	E 601-49400-222 WATER METERS	\$3,000.00	\$62.63	\$0.00	\$2,937.37	2.09%
Active	E 601-49400-230 VEHICLE OPERA	\$300.00	\$0.00	\$0.00	\$300.00	0.00%
Active	E 601-49400-231 VEHICLE MAINT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 601-49400-233 TRACTOR MAINT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 601-49400-235 PICKUP MAINT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 601-49400-238 GENERATOR EX	\$750.00	\$519.60	\$0.00	\$230.40	69.28%
Active	E 601-49400-240 SMALL TOOLS A	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 601-49400-300 PROFESSIONAL	\$0.00	\$1,000.00	\$500.00	(\$1,000.00)	0.00%
Active	E 601-49400-301 AUDITING SERVI	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 601-49400-303 ENGINEERING F	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 601-49400-304 LEGAL FEES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 601-49400-307 CONTRACT FEE	\$0.00	\$4,591.02	\$1,530.34	(\$4,591.02)	0.00%
Active	E 601-49400-308 SCHOOLING	\$250.00	\$150.00	\$0.00	\$100.00	60.00%
Active	E 601-49400-309 COMPUTER EXP	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 601-49400-311 PERMITS/MEMB	\$0.00	\$50.00	\$0.00	(\$50.00)	0.00%
Active	E 601-49400-316 CREDIT/DEBIT S	\$1,200.00	\$486.48	\$160.58	\$713.52	40.54%
Active	E 601-49400-320 TELEPHONE	\$1,000.00	\$221.09	\$122.58	\$778.91	22.11%
Active	E 601-49400-330 MILEAGE EXPEN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 601-49400-331 MOTEL EXPENS	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
Active	E 601-49400-340 ADVERTISING	\$250.00	\$0.00	\$0.00	\$250.00	0.00%
Active	E 601-49400-360 INSURANCE	\$3,000.00	\$0.00	\$0.00	\$3,000.00	0.00%
Active	E 601-49400-380 UTILITIES/ELECT	\$30,000.00	\$2,627.36	\$0.00	\$27,372.64	8.76%
Active	E 601-49400-383 UTILITIES/HEAT	\$3,500.00	\$1,315.18	\$901.68	\$2,184.82	37.58%
Active	E 601-49400-417 UNIFORM ALLO	\$250.00	\$0.00	\$0.00	\$250.00	0.00%
Active	E 601-49400-420 DEPRECIATION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

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		2022 YTD Budget	2022 YTD Amt	MARCH MTD Amt	2022 YTD Balance	% of Budget
Active	E 601-49400-430 MISCELLANEOU	\$250.00	\$0.00	\$0.00	\$250.00	0.00%
Active	E 601-49400-440 HWY 30/WATER	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 601-49400-441 BAD DEBT EXPE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 601-49400-500 CAPITAL OUTLA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 601-49400-501 CAPITAL - UNDE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 601-49400-600 PRINCIPAL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 601-49400-610 INTEREST	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 601-49400-620 FISCAL FEES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 601-49400-999 CONTRIBUTED C	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Expenditure		<u>\$89,950.00</u>	<u>\$22,919.39</u>	<u>\$7,053.61</u>	<u>\$67,030.61</u>	<u>25.48%</u>
Total WATER UTILITIES		<u>(\$89,950.00)</u>	<u>\$37,860.04</u>	<u>\$15,746.14</u>	<u>(\$127,810.04)</u>	<u>-42.09%</u>
Total WATER UTILITY FUND		<u>(\$89,950.00)</u>	<u>\$37,860.04</u>	<u>\$15,746.14</u>	<u>(\$127,810.04)</u>	<u>-42.09%</u>

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		2022 YTD Budget	2022 YTD Amt	MARCH MTD Amt	2022 YTD Balance	% of Budget
SEWER UTILITY FUND						
	Revenues	\$0.00	\$67,840.66	\$24,905.28	-\$67,840.66	0.00%
	Expenditures	\$187,200.00	\$72,339.22	\$14,303.20	\$114,860.78	38.64%
	Gain/(Loss)	(\$187,200.00)	(\$4,498.56)	\$10,602.08	(\$182,701.44)	2.40%
SEWER UTILITIES						
Active	R 602-49450-36200 MISCELLANE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 602-49450-36210 INTEREST ON	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 602-49450-36250 REFUNDS AN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 602-49450-37100 WATER SALE	\$0.00	\$973.18	\$0.00	(\$973.18)	0.00%
Active	R 602-49450-37200 SEWER CHAR	\$0.00	\$66,867.48	\$24,905.28	(\$66,867.48)	0.00%
Active	R 602-49450-39110 SALE OF ASS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 602-49450-39200 OPERATING T	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 602-49450-39311 PFA LOAN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 602-49450-39999 CONTRIBUTIO	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Revenue	\$0.00	\$67,840.66	\$24,905.28	(\$67,840.66)	0.00%
Active	E 602-49450-210 OPERATING EXP	\$5,000.00	\$1,412.20	\$155.91	\$3,587.80	28.24%
Active	E 602-49450-220 REPAIRS & MAIN	\$15,000.00	\$442.55	\$442.55	\$14,557.45	2.95%
Active	E 602-49450-230 VEHICLE OPERA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 602-49450-233 TRACTOR MAINT	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
Active	E 602-49450-300 PROFESSIONAL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 602-49450-301 AUDITING SERVI	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%
Active	E 602-49450-304 LEGAL FEES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 602-49450-307 CONTRACT FEE	\$138,000.00	\$51,209.00	\$11,988.00	\$86,791.00	37.11%
Active	E 602-49450-308 SCHOOLING	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 602-49450-309 COMPUTER EXP	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 602-49450-311 PERMITS/MEMB	\$2,000.00	\$100.00	\$0.00	\$1,900.00	5.00%
Active	E 602-49450-316 CREDIT/DEBIT S	\$1,200.00	\$486.47	\$160.58	\$713.53	40.54%
Active	E 602-49450-330 MILEAGE EXPEN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 602-49450-340 ADVERTISING	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 602-49450-360 INSURANCE	\$3,500.00	\$0.00	\$0.00	\$3,500.00	0.00%
Active	E 602-49450-380 UTILITIES/ELECT	\$17,500.00	\$1,904.36	\$0.00	\$15,595.64	10.88%
Active	E 602-49450-383 UTILITIES/HEAT	\$3,500.00	\$2,042.64	\$1,556.16	\$1,457.36	58.36%
Active	E 602-49450-384 UTILITES/GARB	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 602-49450-420 DEPRECIATION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 602-49450-425 DEPRECIATION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 602-49450-430 MISCELLANEOU	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 602-49450-441 BAD DEBT EXPE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 602-49450-500 CAPITAL OUTLA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 602-49450-501 CAPITAL - UNDE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 602-49450-600 PRINCIPAL	\$0.00	\$14,000.00	\$0.00	(\$14,000.00)	0.00%
Active	E 602-49450-610 INTEREST	\$0.00	\$742.00	\$0.00	(\$742.00)	0.00%
Active	E 602-49450-620 FISCAL FEES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Expenditure	\$187,200.00	\$72,339.22	\$14,303.20	\$114,860.78	38.64%
	Total SEWER UTILITIES	(\$187,200.00)	(\$4,498.56)	\$10,602.08	(\$182,701.44)	2.40%
	Total SEWER UTILITY FUND	(\$187,200.00)	(\$4,498.56)	\$10,602.08	(\$182,701.44)	2.40%

CITY OF NEW RICHLAND
*Budget YTD Rev-Exp©

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Current Period: MARCH 2022

	2022 YTD Budget	2022 YTD Amt	MARCH MTD Amt	2022 YTD Balance	% of Budget
Report Total	(\$276,275.00)	(\$170,360.26)	(\$50,015.70)	(\$105,914.74)	61.66%



United States Department of Agriculture

May 23, 2022

City of New Richland
203 N Broadway
New Richland, MN 56072

Re: Letter of Conditions

Dear Honorable Mayor:

This letter establishes the conditions, which must be understood and agreed to by you and your organization before further consideration may be given to your Community Facility application. The grant will be administered on behalf of the Rural Housing Service (RHS) by the State and Area staff of USDA, Rural Development. Any changes in project cost, source of funds, scope of services, or any other significant changes (**this includes significant changes in the Borrower's financial condition, operation, organizational structure, or executive leadership**) in the project or applicant must be reported to and approved by USDA, Rural Development Community Facility Program personnel (referred to as RD in the balance of this letter). Approval will be by written amendment to this letter. **Any changes not approved by RD may be cause for discontinuing processing of the application.**

This letter is not to be considered as grant approval, or as representation of the availability of funds.

All conditions set forth up through the Bidding Stage must be met within **1 year** of the date of this letter. If you have not met these conditions, the Agency reserves the right to discontinue the processing of your application.

If you agree to meet the conditions set forth in this letter and desire further consideration, be given to your application, please complete and return the following forms within 7 days:

Form RD 1942-46, "Letter of Intent to Meet Conditions"
Form RD 1940-1, "Request for Obligation of Funds"

Your grant will be considered approved, and funds will be reserved on the date RD signs and returns, Form RD 1940-1 "Request for Obligation of Funds".

Rural Development

1810 30th St NW, Suite 3 • Faribault, MN 55021
Voice (507) 332-7418 • Fax (855) 804-4099

USDA is an equal opportunity provider, employer, and lender.

Extra copies of this letter are being provided for use by your architect, attorney, bond counsel and accountant. All parties may access information and regulations referenced in the letter at our website located at: http://www.rurdev.usda.gov/rd_instructions.html

Guaranteed Loans: 3575-A

Direct Loans: 1942-A

Grants: 3570-B

Further processing of your application is to be done under the following conditions:

1. **Total Project Cost** – Total costs must not exceed \$32,000 for the proposed **Warning Siren** project. Funding from all sources has been budgeted for the estimated expenditures as follows:

<u>Project Costs:</u>	<u>Total Budgeted:</u>
Warning Siren	\$32,000
TOTALS	\$32,000

Your funding needs will be reassessed if there is a significant reduction in project costs after bids are received. Obligated grant funds not needed to complete the proposed project will be de-obligated. An “Amended Letter of Conditions” will be issued for any revised project budget.

2. **Project Funds** - Project funding is planned from the following sources:

<u>Project Funding Source</u>	<u>Funding Amount:</u>
Applicant Contribution	\$18,500
New Richland Area Foundation Grant	\$ 2,500
USDA Community Facility Grant	\$11,000
Total Project Funding (All Sources):	\$32,000

The applicant contribution for the Warning Siren shall be considered as the first funds expended in the project.

Any changes in funding sources following obligation of CF funds must be reported to the processing official. Prior to advertisement for construction bids, you must provide evidence of applicant contributions and of approval on the other funding sources. This evidence should include a copy of the award letter and any agreements or contracts.

3. **Security Requirements: Community Facilities Grant Agreement** – The grant will be secured by a **Signed** “Community Facilities Grant Agreement: RD 3570-3. You will be required to execute this agreement before grant funds are advanced.

For grants, the grantees understands that any property acquired or improved with Federal grant funds may have use and disposition conditions which apply to the property as provided by 7 CFR parts 3015, 3016, and 3019 in effect at this time and as may be subsequently modified.

For grants, the grantees further understands that any sale or transfer of property is subject to the interest of the United States Government in the market value in proportion to its participation in the project as provided by 7 CFR parts 3015, 3016, and 3019 in effect at this time and as may be subsequently modified.

4. **Business Operations**

- A. Ordinances or Resolutions – Enact an ordinance or resolution necessary for collection of revenues for maintenance expenses. Enact an ordinance or resolution establishing rules and regulations for the facility.

- i. **Conflict of Interest Policy** – Prior to obligation of funds, you must certify in writing that your organization has in place an up-to-date written policy on conflict of interest. The policy will include, at a minimum: (1) a requirement for those with a conflict or potential conflict to disclose the conflict/potential conflict; (2) a clause that prohibits interested members of the applicant’s governing body from voting on any matter in which there is a conflict, and (3) a description of the specific process by which the governing body will manage identified or potential conflicts.

You must also submit a disclosure of planned or potential transactions related to the use of Federal funds that may constitute or present the appearance of personal or organizational conflict of interest. Disclosure must be in the form of a written letter signed and dated by the applicant’s official. A negative disclosure in the same format is required if no conflicts are anticipated.

Sample conflict of interest policies may be found at the National Council of Nonprofits website, <https://www.councilofnonprofits.org/tools-resources/conflict-of-interest>, or in Internal Revenue Service Form 1023, Appendix A, “Sample Conflict of Interest Policy,” at <http://www.irs.gov/pub/irs-pdf/i1023.pdf>. Though these examples reference non-profit corporations, the requirement applies to all types of Agency borrowers.

Assistance in developing a conflict-of-interest policy is available through Agency-contracted technical assistance providers if desired.

- B. Operating Expenses – O&M expenses must be properly budgeted to determine the financial viability of any operation.
- 5. **Accounting, Management Reports and Audits** – RD approval of your accounting and financial reporting system, including the agreement with your auditor, will be needed prior to the start of construction. MN 1942-A, Guide 4, “Accounting, Reporting System and Audit Agreement Approval”, has been used for this agreement.
 - A. RD approval of your accounting and financial reporting system, including the agreement with your auditor, will be needed before grant closing or start of construction.
 - B. Submission to Rural Development of an annual audit or Annual Financial Statements (Income & Expense Statement, Balance Sheet & Projected Budgets are required for the duration of the grant. The total Federal funds expended from all sources shall be used to determine Federal financial assistance expended. Projects financed with interim financing are considered federal expenditures. See below for requirements:
 - i. **2CFR Subtitle A, Chapter II, Part 200 Subpart F 200.501 Audit Requirements:** A Non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
 - a) **Single audit.** A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted.
 - b) **Program-specific audit election.** When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.
 - c) **§200.36 Federal Audit Clearinghouse (FAC).** FAC means the clearinghouse designated by OMB as the repository of record

where non-Federal entities are required to transmit the reporting packages required by Subpart F—Audit Requirements of this part. The mailing address of the FAC is Federal Audit Clearinghouse, Bureau of the Census, 1201 E. 10th Street, Jeffersonville, IN 47132 and the web address is:

<http://harvester.census.gov/sac/>. Any future updates to the location of the FAC may be found at the OMB Web site.

- ii. **Annual Financial Statements** (Income & Expense Statement, Balance Sheet & Projected Budget) for borrowers who did not expend \$750,000 or more in Federal Funds and have an outstanding loan balance. Must have Rural Development's approval for this option and must meet requirements of 1942.17 (r) (1) (ii) (C). Financial statements are still required within 60 days of the fiscal year end in accordance with RD Instruction 1942-A.
- iii. **Quarterly Management Reports** are required for all borrowers for a period of at least three years. Quarterly Management Report includes: current balance sheet, year to date income & expense figures, and when applicable, a Workout Agreement per 7 CFR 1942.17 (q) (2). With the submission of the annual budget, you will be required to provide a current rate schedule and a current listing of the Board or Counsel Members and their terms. Quarterly Management Reports are due within 30 days of the end of each quarter. The Quarterly Management Reports may be waived after 3 years if the facility is viable, as determined by RD. Likewise, at the Agency's discretion, if the viability of the facility is in question, RD can again require Quarterly Management Reports. A year-end management report shall consist of: Form RD 442-3, "Balance Sheet", and Form RD 442-2, "Statement of Budget, Income and Equity", or forms that provide the information in a similar format. An annual audit report may be submitted in lieu of Forms RD 442-2 and 442-3. The audit report must be submitted no later than 150 days after the end of the borrower's fiscal year.
- iv. **The Debt Service Reserve Account** must be individually tracked in the annual financial records/audits of your organization and identified as the Debt Service Reserve Account for this specific RD funded project.

C. Your organization will retain all records, books and supporting material for three years after the issuance of management reports.

- 6. **Insurance and Bonding** - Prior to grant closing, you must acquire the types of insurance and bond coverage shown below. The use of deductibles may be allowed providing you have the financial resources to cover potential claims requiring payment of the deductible. RD strongly recommends that you have your architect, attorney and insurance

provider(s) review proposed types and amounts of coverage, including any exclusions and deductible provisions. It is your responsibility and not that of RD to assure that adequate insurance and fidelity or employee dishonesty bond coverage is maintained.

- A. General Liability Insurance – Include vehicular coverage.
 - B. Worker’s Compensation – In accordance with appropriate State laws.
 - C. Malpractice Insurance-In accordance with appropriate State laws.
 - D. Position Fidelity Bond(s) – All positions occupied by persons entrusted with the receipt and/or disbursement of funds must be bonded. You should have each position bonded in an amount equal to the maximum amount of funds to be under the control of that position at any one time.
 - E. National Flood Insurance – In addition to meeting the requirements for the type of assistance requested, the following requirements must be met for financial assistance for acquisition and/or construction in designated special flood or mudslide prone areas:
 - i. If flood insurance is available, you must purchase a flood insurance policy at the time of grant closing.
 - ii. Applicants whose buildings, machinery or equipment are to be located in a community which has been notified as having special flood or mudslide prone areas will not receive financial assistance where flood insurance is not available.
 - F. Real Property Insurance – Fire and extended coverage will normally be maintained on all structures except reservoirs, pipelines, and other structures if such structures are not normally insured and subsurface lift stations except for the value of electrical and pumping equipment. Prior to the acceptance of the facility from the contractor(s), you must obtain real property insurance (fire and extended coverage) on all facilities identified above.
7. **Restrictions on Lobbying** - In order to comply with Section 319 of Public Law 101-121 which prohibits applicants and recipients of Federal contracts, loans, or grants from using Federal appropriated funds for lobbying, the Federal Government in connection with the award of a specific contract, grant or loan, the **Applicant**, and all contractors and subcontractors must:
- A. Execute the attached Certification for Contracts, Grants, and Loans.
 - B. Complete Standard Form LLL, "Disclosure of Lobbying Activities", if they have made, or agreed to make payment, using funds other than Federal appropriated

funds, to influence or attempt to influence a decision in connection with the contract.

The Certification (and, if appropriate, the Disclosure) must be provided to USDA, Rural Development.

8. **Cost Overruns** – Cost overruns exceeding 20% of the development cost at time of grant approval or where the scope of the original purpose has changed will compete for funds with all other applications on hand as of that date. Cost overruns must be due to high bids or unexpected construction problems that cannot be reduced by negotiations, redesign, use of bid alternatives, rebidding or other means prior to consideration by the Agency for subsequent funding. Such requests will be contingent on the availability of funds.
9. **Disbursement of Funds**
 - A. Electronic Funds Transfer – Grant funds will be transferred into your account at the time of grant closing using the “Automated Clearing House” payment system. You must complete Form SF 3881, “Electronic Funds Transfer Payment Enrollment Form” prior to closing or start of construction, whichever is earlier.
 - B. Grant Funds – will be advanced as needed in the amount necessary to cover the RD portion of obligations due and payable by you.
 - C. Immediate Use of Grant Funds Rules - Any grant funds not disbursed immediately upon receipt must be deposited in an interest-bearing account except as follows:
 - i. Federal grant awards (from any source) are less than \$120,000 per year.
 - ii. The best available interest-bearing account would not be expected to earn in excess of \$100 per year.
 - iii. The depository would require a minimum balance so high that it would not be feasible.
 - D. Required Refunds – Interest earned on grant funds in excess of \$250/100 (as applicable) will be submitted to Rural Development at least quarterly, as required in 7 CFR 3019 and 7 CFR 2016.
 - E. Use of Remaining Funds – Remaining funds may be used for eligible purposes, provided the use will not result in major changes to the original scope of work and the project purpose remains the same. Grant funds not needed for authorized purposes will be cancelled. You will be notified of RD’s intent to cancel the remaining funds and given appropriate appeal rights.

10. **Civil Rights, Accessibility and Other Special Requirements** – You should be aware of and will be required to comply with other federal statute requirements including but not limited to:

- A. **Drug-Free Workplace** – All recipients of RD grants must provide a drug-free workplace. Form AD 1049, “Certification Regarding Drug-Free Workplace Requirements”, has been completed.
- B. **Civil Rights Act of 1964** – All borrowers are subject to, and facilities must be operated in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and 7 CFR 1901 subpart E, particularly as it relates to conducting and reporting of compliance reviews. Instruments of conveyance for loans and/or grants subject to the Act must contain the covenant required in 7 CFR 1901 Subpart E paragraph 202(e).
- C. **Civil Rights Compliance Reviews** – RD financial programs must be extended without regard to race, color, religion, sex, national origin, marital status, age, or physical or mental handicap. The Applicant is required to gather racial identity and national origin information, along with gender information on the people in the community and the service area being served by the “Federally assisted program”. This information must be provided to RD periodically for required Compliance Reviews during the application process and during the term of the loan. Tracking of this information is required by Federal Civil Rights laws even for grant funding.
- D. **Age Discrimination Act of 1975** – Provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- E. **Section 504 of Rehabilitation Act of 1973** – All recipients of RD funding must comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794). No handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied of benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. A “Self-Evaluation and Transition Plan” will be required to be completed, prior to the grant being closed. The Federal Access Board may be contacted for a copy of the ADAAG checklist (www.access-board.gov or (800) 872-2253), which may be used to complete the self-evaluation.
- F. **The Americans with Disabilities Act (ADA) of 1990** – Prohibits discrimination on the basis of disability in employment, State and local government services, public transportation, public accommodations, facilities, and telecommunications. Title II of the Act applies to facilities operated by State and local public entities, which provided services, programs and activities. Title III of the Act applies to

facilities owned, leased, or operated by private entities, which accommodate the public.

- G. Limited English Proficiency (LEP) under Executive Order 13166 - LEP** statutes and authorities prohibit exclusion from participation in, denial of benefits of, and discrimination under Federally assisted and/or conducted programs on the ground of race, color, or national origin. Title VI of the Civil Rights Act of 1964 covers program access for LEP persons. LEP persons are individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English. These individuals may be entitled to language assistance, free of charge. You must take reasonable steps to ensure that LEP persons receive the language assistance necessary to have meaningful access to USDA programs, services, and information your organization provides. These protections are pursuant to Executive Order 13166 entitled, "Improving Access to Services by Persons with Limited English Proficiency" and further affirmed in the USDA Departmental Regulation 4330-005, "Prohibition Against National Origin Discrimination Affecting Persons with Limited English Proficiency in Programs and Activities Conducted by USDA.

As a recipient the following will need completed:

1. Go to the website: <https://www.rd.usda.gov/about-rd/offices/civil-rights>, scroll down and find (under Important Documents) the USDA Rural Development Limited English Proficiency Implementation Strategy for Federally Assisted Programs. As the recipient, you will need to set up a file titled Limited English Proficiency to document your compliance with the LEP requirements.
2. Read the document and review the requirements for LEP. Page 8 of the document describes the 4 Factor Analysis, which is a step-by-step suggested process for conducting an LEP needs assessment.
3. Complete the 4-Factor Analysis for your RD assisted project and/or service area(s). Note, if you have received assistance for multiple projects or from more than one program, you may have multiple service areas that will need to be evaluated. However, the multiple service areas can be combined in the same analysis. There is no need to conduct separate analyses for each area.
4. The documentation that you have gathered for the 4-Factor Analysis should be saved and filed in your office's LEP file. This documentation will be needed for all future RD Compliance Review visits.
5. As a recipient you will need to monitor, evaluate, and update the 4-Factor analysis as appropriate, as changes in your service area warrants. Document any changes or updates in your office LEP/LAP file.

11. **System for Award Management** – Requirement for System for Award Management(SAM)

- A. You as the recipient must maintain the currency of your information in the SAM system until you submit the final financial report required under this award and all grant funds under this award have been disbursed or de-obligated, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Recipients can register on-line at (<https://www.sam.gov>).
- B. You as the recipient may not make a sub-award to an entity unless the entity has provided its Data Universal Numbering System (DUNS) number to you. Sub-recipients with sub-awards of \$25,000 or more must also have and maintain a current CCR registration through the SAM system.
- C. **Recipient Reporting.** You as the recipient must report each first-tier sub-awards of \$25,000 or more in non-Recovery Act funds to <http://www.fsrc.gov> no later than the end of the month following the month the obligation was made. As part of your registration profile at <http://www.sam.gov>, you must report the total compensation of the 5 most highly compensated executives (if the award was \$25,000 or more, 80% or more of annual gross revenues subject to Transparency Act, and \$25 Million of annual gross revenues subject to Transparency Act) by end of month following month in which award was made. This requirement also pertains to sub-recipients (if the award was \$25,000 or more, 80% or more of annual gross revenues subject to Transparency Act, and \$25 Million of annual gross revenues subject to Transparency Act).

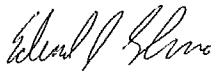
12. **Grant Closing** – The grant will be closed in accordance with instructions prepared by OGC. Form RD 1910-11, “Application Certification, Federal Collection Policies for Consumer or Commercial Debts”, has been read and signed.

- A. Post-closing Issues or Errors – The parties agree and acknowledge that it is their intent to close this transaction in the required manner. As part of grant closing instructions and upon the request of RD, the Grantee agrees to fully cooperate and adjust any post-closing issues or errors necessary or desirable in the reasonable discretion of, or required by the laws and regulations governing Rural Development, its programs, policies, or operations. If additional costs are involved in performing these duties, those costs will be borne by the parties as required under the terms of the program, grant documents, and/or other supplemental agreements. If post-closing issues are not satisfactorily resolved, the transaction shall be voidable by RD.

If the conditions set forth in this letter are not met within 1 year from the date of this letter, RD reserves the right to discontinue processing the application. In the event the application has not advanced to the point of bidding within 1 year and it is determined the applicant still wishes to proceed, it may be necessary to review the conditions outlined in this letter. If during that review, it is determined the conditions outlined are no longer adequate, Rural Development reserves the right to require that the letter of conditions be revised or replaced.

We believe the information in this letter clearly sets forth the conditions which must be complied with; however, this letter does not relieve you from meeting the requirements of RD Instruction. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script, appearing to read "Edward Gilmore".

Edward Gilmore
Area Specialist

Position 3
OPERATING BUDGET

Schedule 1

Name New Richland, City Of		Address PO Box 57		New Richland, MN 56072-	
Applicant Fiscal Year From		County Waseca		State (Including ZIP Code) MN 56072-	
	To	20	20	20	20 22
		(1)	(2)	(3)	(4)
OPERATING INCOME					(5)
1. TOTAL (Too Many Rows to Display)	0	0	0	1,109,219	1,109,219
2.					
3.					
4.					
5. Miscellaneous	0	0	0	7,250	7,250
6. Less: Allowances and Deductions	(0)	(0)	(0)	(0)	(0)
7. Total Operating Income (Add Lines 1 through 6)	0	0	0	1,109,219	1,109,219
OPERATING EXPENSES					
8. O&M				875	875
9. Sanitation			0	43,100	43,100
10. Culture & Rec			0	49,732	49,732
11. General Government			0	288,607	288,607
12. Public Safety			0	518,495	518,495
13. Public Works			0	208,410	208,410
14.					
15. Interest (RD)	0	0	0	0	0
16. Depreciation	0	0	0	0	0
17. Total Operating Expense (Add lines 8 through 16)	0	0	0	1,109,219	1,109,219
18. NET OPERATING INCOME (LOSS) (Line 7 less 17)	0	0	0	0	0
NONOPERATING INCOME					
19.					
20.					
21. Total Nonoperating Income (Add Lines 19 and 20)	0	0	0	0	0
22. NET INCOME (LOSS) (Add Lines 18 and 21) (Transfer to Line A Schedule 2)	0	0	0	0	0

Budget and Projected Cash Flow Approved by Governing Body

Attest: _____

Administrator

5/23/22

Date

5/23/22

Date

Mayor

PROJECTED CASH FLOW

	20	20	20	20 22	First Full Year
A. Line 22 from Schedule 1 Income (Loss)	0	0	0	0	0
Add					
B. Items in Operations not Requiring Cash:					
1. Depreciation (Line 16, Schedule 1)	0	0	0	0	0
2. Others: _____	0	0	0	0	0
C. Cash Provided from:					
1. Proceeds from RD loan/grant					11,000
2. Proceeds from others					2,500
3. Increase (Decrease) in Accounts Payable, Accruals and other Current Liabilities					
4. Decrease (Increase) in Accounts Receivable, inventories and Other Current Assets (Exclude Cash)					
5. Other: _____					
6. _____					
D. Total all A, B and C Items	0	0	0	0	13,500
E. Less: Cash Expended for:					
1. All Construction, Equipment and New Capital Items (Loan and grant funds)					32,000
2. Replacement and Additions to Existing Property, Plant and Equipment					
3. Principal Payment RD Loan					
4. Principal Payment Other Loans					
5. Other: _____					
6. Total E 1 through 5	0	0	0	0	32,000
Add					
F. Beginning Cash Balances				514,924	514,924
G. Ending Cash Balances (Total of D minus E 6 plus F)	0	0	0	514,924	496,424
Item G Cash Balances Composed of:					
Construction Account					
Revenue Account					
Debt Payment Account					
O&M Account					
Reserve Account					
Funded Depreciation Account					
Others: _____					

Total - Agrees with Item G	0	0.00	0.00	0.00	0.00

BUDGET ATTACHMENT

Income Detail

<u>Income Source</u>	<u>Year1_0</u>	<u>Year2_0</u>	<u>Year3_0</u>	<u>Year4_2022</u>	<u>First Full Year</u>
Other	0.00	0.00	0.00	900.00	900.00
Facility Operation	0.00	0.00	0.00	4,000.00	4,000.00
Miscellaneous	0.00	0.00	0.00	7,250.00	7,250.00
Less: Allowances and	0.00	0.00	0.00	0.00	0.00
Tax Receipts	0.00	0.00	0.00	290,160.00	290,160.00
Tax Receipts	0.00	0.00	0.00	300.00	300.00
Facility Operation	0.00	0.00	0.00	24,750.00	24,750.00
State	0.00	0.00	0.00	496,259.00	496,259.00
Facility Operation	0.00	0.00	0.00	285,600.00	285,600.00
TOTALS				1,109,219	1,109,219

Expense Detail

<u>Expense Source</u>	<u>Year1_0</u>	<u>Year2_0</u>	<u>Year3_0</u>	<u>Year4_2022</u>	<u>First Full Year</u>
Other	0.00	0.00	0.00	875.00	875.00
Interest	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
General Government	0.00	0.00	0.00	288,607.00	288,607.00
Public Safety	0.00	0.00	0.00	518,495.00	518,495.00
Public Works	0.00	0.00	0.00	208,410.00	208,410.00
Other	0.00	0.00	0.00	43,100.00	43,100.00
Other	0.00	0.00	0.00	49,732.00	49,732.00
TOTALS				1,109,219	1,109,219

Form RD 1942-46
(Rev. 6-10)

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT

FORM APPROVED
OMB NO. 0575-0015
OMB NO. 0570-0062

LETTER OF INTENT TO MEET CONDITIONS

Date 05-23-2022

TO: United States Department of Agriculture

Rural Development

(Name of USDA Agency)

1810 30th St NW
Faribault, MN 55021

(USDA Agency Office Address)

We have reviewed and understand the conditions set forth in your letter dated 05-23-2022 . It is our intent to meet all of them not later than 05-23-2023 .

City of New Richland

(Name of Association)

BY _____

Mayor _____

(Title)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a persons is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015 and 0570-0062. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data. needed, and completing and reviewing the collection of information.

REQUEST FOR OBLIGATION OF FUNDS

INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED () Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.			
1. CASE NUMBER ST CO BORROWER ID 27-081-*****5411		LOAN NUMBER	FISCAL YEAR 2022
2. BORROWER NAME City of New Richland		3. NUMBER NAME FIELDS (1, 2, or 3 from Item 2)	
203 N Broadway		4. STATE NAME Minnesota	
New Richland, MN 56072		5. COUNTY NAME Waseca	
GENERAL BORROWER/LOAN INFORMATION			
6. RACE/ETHNIC CLASSIFICATION 1 - WHITE 2 - BLACK 3 - AI/AN 4 - HISPANIC 5 - A/PI	7. TYPE OF APPLICANT 1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC. OF FARMERS 6 - ORG. OF FARMERS 7 - NONPROFIT-SECULAR 8 - NONPROFIT-FAITH BASED 9 - INDIAN TRIBE 10 - PUBLIC COLLEGE/UNIVERSITY 11 - OTHER	8. COLLATERAL CODE 1 - REAL ESTATE SECURED 2 - REAL ESTATE AND CHATTEL 3 - NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS 8 - RLF ACCT	9. EMPLOYEE RELATIONSHIP CODE 1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC.
10. SEX CODE 1 - MALE 2 - FEMALE 3 - FAMILY UNIT 4 - ORGAN. MALE OWNED 5 - ORGAN FEMALE OWNED 6 - PUBLIC BODY	11. MARITAL STATUS 1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED)	12. VETERAN CODE 1 - YES 2 - NO	13. CREDIT REPORT 1 - YES 2 - NO
14. DIRECT PAYMENT (See FMI)	15. TYPE OF PAYMENT 1 - MONTHLY 2 - ANNUALLY 3 - SEMI-ANNUALLY 4 - QUARTERLY	16. FEE INSPECTION 1 - YES 2 - NO	
17. COMMUNITY SIZE 1 - 10 000 OR LESS (FOR SFH AND HPG ONLY) 2 - OVER 10,000		18. USE OF FUNDS CODE (See FMI)	
COMPLETE FOR OBLIGATION OF FUNDS			
19. TYPE OF ASSISTANCE 237 (See FMI)	20. PURPOSE CODE 8	21. SOURCE OF FUNDS	22. TYPE OF ACTION 1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION
23. TYPE OF SUBMISSION 1 - INITIAL 2 - SUBSEQUENT	24. AMOUNT OF LOAN	25. AMOUNT OF GRANT \$11,000.00	
26. AMOUNT OF IMMEDIATE ADVANCE	27. DATE OF APPROVAL MO DAY YR	28. INTEREST RATE 0 %	29. REPAYMENT TERMS
COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS			
30. PROFIT TYPE 1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT			
COMPLETE FOR EM LOANS ONLY		COMPLETE FOR CREDIT SALE-ASSUMPTION	
31. DISASTER DESIGNATION NUMBER (See FMI)		32. TYPE OF SALE 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN	
FINANCE OFFICE USE ONLY		COMPLETE FOR FP LOANS ONLY	
33. OBLIGATION DATE MO DA YR		34. BEGINNING FARMER/RANCHER (See FMI)	

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder

COPY 1 - Finance Office

COPY 2 - Applicant/Lender

COPY 3 - State Office

CERTIFICATION APPROVAL

For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

Approval of financial assistance is subject to the availability of funds. Subject to the Letter of Conditions dated 5.23.22 and any amendments. Grant is subject to 1940-1, Attachment 1. Funds may only be used for the costs related to the purchase of the city's early storm warning system.

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. _____ YES _____ NO

WARNING: Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."

Date May 23, 20 22

(Signature of Applicant)

Date _____, 20 _____

(Signature of Co-Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

(Signature of Approving Official)

Typed or Printed Name: Terry Louwagie

Date Approved: _____

Title: Community Programs Director

38. TO THE APPLICANT: As of this date _____, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.

ATTACHMENT 1

The grantee understands the requirements for receipt of funds under the Community Facilities Grant Program. The grantee assures and certifies that it is in compliance with all applicable laws, regulations, Executive Orders, and other applicable requirements, including those set forth in Form RD 3570-3, 7 CFR parts 3015, 3016, or 3019 as subsequently modified, and the letter of conditions. The following conditions may apply if CFG Funds were used to purchase equipment or obtain or improve real property:

- (1) The grantee understands that any property acquired or improved with Federal grant funds may have use and disposition conditions which apply to the property as provided by 7 CFR parts 3015, 3016, or 3019 in effect at this time and as may be subsequently modified.
- (2) The grantee understands that any sale or transfer of property is subject to the interest of the United States Government in the market value in proportion to its participation in the project as provided by 7 CFR parts 3015, 3016, or 3019 in effect at this time and as may be subsequently modified.



August 16, 2021

Customers First *Always*

Proposed Pricing

Global Search.....\$ 249.00 /month

- Cloud Migration
- Includes 5 years of Global Search Assurance

What's Included

- 4 hour or less on-site response time guarantee
- Automated meter reading system to assure usage is in line with contracted volumes
- UNLIMITED end user training for life of contract
- UNLIMITED firmware upgrades to equipment for life of contract
- 6 month account reviews to assure customer satisfaction
- Delivery, installation, training, and setup
- Under this agreement, Coordinated Business Systems will provide all required preventative maintenance, break/fix service calls, travel time, labor, toner, parts and ALL consumables **except for paper.**

METRO SALES INC.

MACHINE SALES ORDER AND SECURITY AGREEMENT

INSTALL DATE

CUST NO.

PO #

SALES REP

MAIN PHONE

201620

Brody Bell-Penman

(507) 465-3514

Ship To

New Richland City Hall
203 N Broadway
New Richland, MN 56072

Bill To

New Richland City Hall
203 N Broadway
New Richland, MN 56072

QTY	PRODUCT NO	I.D. #	DESCRIPTION	NOTE	AMOUNT
1	DOCUWARE CLOUD 2020		DOCUWARE CLOUD 2020		3,630.00
1	DWCLDB-PS1		DocuWare Cloud Base 4 Named Users 20 GB 1Year INC1YR		
SPECIAL INSTRUCTIONS				SUBTOTAL	3,630.00
Professional Services costs are \$1,845.00.				TAX (EXEMPT)	0.00
				TOTAL	3,630.00

CREDIT TERMS: SERVICE CHARGE OF 1% PER MONTH (12% PER ANNUM) OR HIGHEST LEGAL RATE, WILL BE CHARGED ON ALL PAST DUE ACCOUNTS

Discontinued Products: Metro Sales guarantees the availability of parts, labor, supplies and maintenance until		X	NAME OF CUSTOMER - PRINT
X	Date	Signature	CUSTOMER'S AUTHORIZED SIGNATURE & TITLE

This Machine Sales Order and Security Agreement is Customer's legal agreement to purchase all items specified above, and includes all terms contained on this page, and in any schedules and addenda referenced herein (collectively, "Agreement"). Customer accepts this Agreement without modification. Any modification by Customer is deemed rejected by Metro Sales, Inc. A fax signature by Customer shall be as binding as an original. If Customer faxes or returns only part of the Agreement to Metro Sales, Inc., Customer agrees that it is bound by the entire Agreement.

MACHINE PICK-UP INFORMATION

*NOTE: CUSTOMER WARRANTS THAT THE EQUIPMENT IS FREE OF ANY LIENS, SECURITY INTEREST & ENCUMBRANCES.

X	Initial
---	---------

Software and Services Agreement

METRO

SALES INC.

PLEASE SEND PAYMENTS TO: 1620 E 78TH ST RICHFIELD, MN 55423

The words you and your refer to the customer. The words Owner, we, us and our refer to Metro Sales Inc. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document.

CUSTOMER INFORMATION

FULL LEGAL NAME

STREET ADDRESS

CITY

STATE

ZIP

PHONE

FAX#

BILLING NAME (IF DIFFERENT FROM ABOVE)

BILLING STREET ADDRESS

CITY

STATE

ZIP

EMAIL

EQUIPMENT LOCATION IF DIFFERENT FROM ABOVE

Software Support Program

Solution

DocuWare Cloud Base

Billed \$

\$358.00

Monthly ☒

Quarterly ☐

Annually ☐

for

3

year(s)

Special Instructions:

Includes software support, subject to licensing agreement

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT, THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

OWNER ACCEPTANCE

Metro Sales, Inc

DATED

OWNER

X

SIGNATURE

TITLE

CUSTOMER ACCEPTANCE

By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Owner and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

X

DATED

CUSTOMER

SIGNATURE

TITLE

FEDERAL TAX I.D.#

PRINT NAME

ACCEPTANCE OF DELIVERY

You certify and acknowledge that all of the Financed items listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted.

X

DATE OF DELIVERY

CUSTOMER

SIGNATURE

TITLE

1. AGREEMENT: This Installment Payment Agreement ("Agreement") is made in connection with the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). You have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we shall finance such amounts ("Amount Financed") and you shall repay the sums advanced by us to Supplier by promptly making the installment Payments to us as set forth herein. You represent and warrant that you will use the Financed Items for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Financed Items and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. If no Support is included, the term shall start on the date we pay Supplier. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month unless a different due date is mutually agreed to by us and you. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. This Agreement may not be prepaid.

2. OWNERSHIP; PAYMENTS; TAXES AND FEES: Ownership of any Licensed Software shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. You shall pay when due all taxes, assessments, levies, imposts, duties and charges, of any kind or nature, imposed upon the Financed Items or for their use or operation or upon this Agreement. At our option, we may discharge taxes, liens or other encumbrances at any time levied or placed on the Financed Items, and you agree to reimburse us when we request.

3. FINANCED ITEMS: LICENSED SOFTWARE, PRODUCTS AND SERVICES: You have elected to finance the Financed Items, including but not limited to Licensed Software, Products and/or Services, as further described on page 1 of this Agreement. All Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and Supplier, which shall not be affected by this Agreement. IN NO EVENT SHALL WE HAVE ANY OBLIGATION TO PROVIDE ANY FINANCED ITEMS, AND ANY FAILURE OF SUPPLIER TO PROVIDE ANY FINANCED ITEMS SHALL NOT EXCUSE YOUR OBLIGATIONS TO US IN ANY WAY. WE SHALL NOT BE LIABLE TO YOU, NOR SHALL THERE BE ANY ABATEMENT OR SETOFF IN YOUR PAYMENTS, FOR ANY LIABILITY, CLAIM, LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED BY ANY FINANCED ITEMS. You acknowledge and agree that your sole remedy in the event of: (i) a breach of the Product Agreement by Supplier, (ii) a failure of the Financed Items to perform as warranted by Supplier, or (iii) any other dispute or default under the Product Agreement shall be against Supplier or another third-party, and you shall have no right to withhold or refuse to make the Payments required under this Agreement, even if the Product Agreement provides for the possibility of offset, refund or suspension of payment, or the Licensed Software granted under the Product Agreement and/or Products or Services provided thereunder have been revoked or otherwise terminated for any reason whatsoever.

4. MISCELLANEOUS: Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears our manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents.

5. WARRANTY DISCLAIMERS: YOU HAVE SELECTED SUPPLIER AND THE FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE FINANCED ITEMS. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS.

6. SUPPORT: You have elected to enter into a separate arrangement with Supplier for maintenance, warranty services and/or any related services not identified in the Product Agreement (collectively, the "Support") ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services under the Arrangement. You agree not to hold Lender (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. At the end of the first year of this Agreement, and once each successive 12-month period thereafter. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Financed Items are delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Financed Items are delivered to you and the designated start date.

Software and Services Agreement

METRO SALES INC.

PLEASE SEND PAYMENTS TO: 1620 E 78TH ST RICHFIELD, MN 55423

The words you and your refer to the customer. The words Owner, we, us and our refer to Metro Sales Inc. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document.

CUSTOMER INFORMATION

FULL LEGAL NAME

STREET ADDRESS

CITY

STATE

ZIP

PHONE

FAX#

BILLING NAME (IF DIFFERENT FROM ABOVE)

BILLING STREET ADDRESS

CITY

STATE

ZIP

EMAIL

EQUIPMENT LOCATION IF DIFFERENT FROM ABOVE

Software Support Program

Solution

DocuWare Cloud Base

Billed \$

\$390.00

Monthly ☒

Quarterly ☐

Annually ☐

for

5

year(s)

Special Instructions:

Includes software support, subject to licensing agreement

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT, THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

OWNER ACCEPTANCE

Metro Sales, Inc

X

DATED

OWNER

SIGNATURE

TITLE

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By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Owner and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

X

DATED

CUSTOMER

SIGNATURE

TITLE

FEDERAL TAX I.D.#

PRINT NAME

ACCEPTANCE OF DELIVERY

You certify and acknowledge that all of the Financed items listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted.

X

DATE OF DELIVERY

CUSTOMER

SIGNATURE

TITLE

1. AGREEMENT: This Installment Payment Agreement ("Agreement") is made in connection with the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). You have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we shall finance such amounts ("Amount Financed") and you shall repay the sums advanced by us to Supplier by promptly making the installment Payments to us as set forth herein. You represent and warrant that you will use the Financed Items for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Financed Items and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. If no Support is included, the term shall start on the date we pay Supplier. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month unless a different due date is mutually agreed to by us and you. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. This Agreement may not be prepaid.

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3. FINANCED ITEMS: LICENSED SOFTWARE, PRODUCTS AND SERVICES: You have elected to finance the Financed Items, including but not limited to Licensed Software, Products and/or Services, as further described on page 1 of this Agreement. All Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and Supplier, which shall not be affected by this Agreement. IN NO EVENT SHALL WE HAVE ANY OBLIGATION TO PROVIDE ANY FINANCED ITEMS, AND ANY FAILURE OF SUPPLIER TO PROVIDE ANY FINANCED ITEMS SHALL NOT EXCUSE YOUR OBLIGATIONS TO US IN ANY WAY. WE SHALL NOT BE LIABLE TO YOU, NOR SHALL THERE BE ANY ABATEMENT OR SETOFF IN YOUR PAYMENTS, FOR ANY LIABILITY, CLAIM, LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED BY ANY FINANCED ITEMS. You acknowledge and agree that your sole remedy in the event of: (i) a breach of the Product Agreement by Supplier, (ii) a failure of the Financed Items to perform as warranted by Supplier, or (iii) any other dispute or default under the Product Agreement shall be against Supplier or another third-party, and you shall have no right to withhold or refuse to make the Payments required under this Agreement, even if the Product Agreement provides for the possibility of offset, refund or suspension of payment, or the Licensed Software granted under the Product Agreement and/or Products or Services provided thereunder have been revoked or otherwise terminated for any reason whatsoever.

4. MISCELLANEOUS: Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents.

5. WARRANTY DISCLAIMERS: YOU HAVE SELECTED SUPPLIER AND THE FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE FINANCED ITEMS. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS.

6. SUPPORT: You have elected to enter into a separate arrangement with Supplier for maintenance, warranty services and/or any related services not identified in the Product Agreement (collectively, the "Support") ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services under the Arrangement. You agree not to hold Lender (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. At the end of the first year of this Agreement, and once each successive 12-month period thereafter. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Financed Items are delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Financed Items are delivered to you and the designated start date.

**CITY OF
NEW RICHLAND**

PERSONNEL POLICY

Adopted:

December 2022

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SECTION 1 – INTRODUCTION

1.1 Purpose

The purpose of these policies is to establish a uniform and equitable system of personnel administration for employees of the City of New Richland. They should not be construed as contract terms. All employees of the City of New Richland are “employees at-will”, except for employees who have a contract. The policies are not intended to cover every situation that might arise and can be amended at any time at the sole discretion of the City Council. These policies supersede all previous personnel policies.

Since employees are considered “at-will”, except as otherwise prohibited by law, the City of New Richland has the right to terminate any employee at any time for any or no reason. Employees may similarly terminate employment at any time for any reason.

Violations of this policy may be grounds for discipline up to and including termination.

1.2 Organization and Authority

It shall be the policy of the City Council to carry out the contents of these policies and control the administrative services through the City Administrator, and department heads in accordance with the City’s Code where applicable and other provisions herein specified.

1.3 Scope

These policies apply to all employees of the City. Except where specifically noted, these policies do not apply to:

1. Elected Officials;
2. City Attorney;
3. Members of City Boards, Commissions and Committees;
4. Consultants, Contractors and Contractual Service Providers;
5. Hospital employees;
6. Volunteer personnel except for paid on-call firefighters and EMT’s.

If any specific provisions of the Personnel Policies conflict with any current union agreement or civil service rules, the union agreement or civil service rules will prevail. Nothing in these policies is intended to modify or supersede any applicable provision of state or federal law.

Departments may have special work rules deemed necessary by the department head and approved by the City Administrator for the achievement of objectives of that department. Each employee will be given a copy of such work rules by the department head upon hiring and such rules will be further explained and enforcement discussed with the employee by the department head.

1.4 Equal Employment Opportunity

The City of New Richland is committed to providing equal opportunity in all areas of employment, including but not limited to hiring, demotion, transfer, recruitment, selection, lay-off, disciplinary action, termination, compensation and selection for training. The City of New Richland will not discriminate against any employee or job applicant on the basis of race, color, creed, religion, national origin, ancestry, sex, sexual orientation, disability, age, marital status, genetic information, status with regard to public assistance, veteran status, familial status, or membership on a local human rights commission.

SECTION 2 – CITYWIDE WORK RULES & CODE OF CONDUCT

2.1 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 New Richland. 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 department heads.

The following are job requirements for every position at the City of New Richland. 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 with decorum toward both residents and staff and respond to inquiries and information requests with patience and every possible courtesy.
- Report any and all unsafe conditions to the immediate supervisor.
- Maintain good attendance.
- Refrain from obscene, uncivil or boisterous language

2.2 Attendance & Absence

The operations and standards of service in the City of New Richland require that employees be at work unless valid reasons warrant absence. In order for a team to function efficiently and effectively, employees must be on the job. Attendance is an essential function of every city position.

Employees who are going to be absent from work or training sessions are required to notify their department head as soon as possible in advance of the absence. In case of unexpected absence, employees should call their department head before the scheduled starting time. If the department head is not available at the time, the employee should leave a message that includes a telephone number where he/she can be reached and/or contact any other individual who was designated by the department head. Failure to use established reporting process will be grounds for disciplinary action. Department heads may establish more specific reporting procedures.

The employee must call on each day of an absence extending beyond one (1) day unless arrangements otherwise have been made with the department head. Employees who are absent for three (3) days or more and who do not report the absence in accordance with this policy, will be considered to have voluntarily resigned not in good standing. The city may waive this rule if extenuating circumstances warranted such behavior. This policy does not preclude the City from administering discipline for unexcused absences of less than three (3) days.

2.3 Tardiness

Employees are expected to be ready for work at the designated starting times. If unavoidable circumstances will delay the employee, the employee's department head must be contacted as far in advance as possible and advised when the employee will be able to arrive to work. Excessive tardiness cannot be tolerated and may result in termination of employment.

2.4 Sale of City Property/Handling Payments

The sale of any city owned property, or property in the possession of the City, must first be approved by the City Council. Payments for the sale of city owned property, or property in the possession of the City, are to be made

to city administrative staff only. Cash payments are not to be accepted by city employees unless those payments are made to administrative staff working at City Hall during regular hours of operation.

2.5 Appearance

Department heads may establish dress codes for employees as part of departmental rules. Personal appearance should be appropriate to the nature of the work and contacts with other people. Each employee is expected to use good judgment in attire and should present a positive image to the public. Clothing, jewelry or other items that could present a safety hazard are not acceptable in the workplace. All employees are expected to be well groomed.

Safety equipment shall be provided at City cost as required by law. ~~Police will be reimbursed for clothing that is purchased, up to an amount to be set by Council resolution from time to time to purchase required uniforms.~~

2.6 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. This policy shall be liberally construed in favor of protecting the public interest by a full disclosure of conflicts of interest. The following shall be prohibited activities:

- No employee or member of his/her immediate family shall have a financial interest in or derive a profit from any matter upon which the employee is required to act in the discharge of his/her official duties and fails to disqualify himself/herself from acting or participating.
- No employee shall use or permit the use of any person, funds, or property under his/her official control, direction or custody, or any of the City's funds or City property for a purpose which is, or to a reasonable person would appear to be, for the private benefit of the employee.
- No employee shall have a material interest, personally or through a member of his/her immediate family, in business entities doing or seeking to do business with the City, except with full disclosure and consent of the City Administrator or City Council. No employee shall influence or attempt to influence the selection of, or the conduct of business with the City.
- No employee shall solicit or receive anything of monetary value from any persons or entity where it has been solicited, received or given with the intent to give or obtain special consideration or influence as to any action by such employee in his/her official capacity; provided that nothing shall prohibit contributions, including political contributions, which are reported in accordance with applicable law or which are accepted on behalf of the City, or an honorarium, travel or other expenses reimbursed to any employee as a result of a speaking engagement or personal appearance made as a result of that persons' official position.
- No employee shall disclose or use any information gained by reasons of his/her official position for the immediate or anticipated personal gain or benefit of the employee or any other person or entity; provided that nothing shall prohibit the disclosure or use of the information which is a matter of public knowledge or which is available to the public on request.
- No employee shall deprive the City or its agencies of their original files. All original work products generated or obtained by a City official on City time shall be the property of the City of New Richland and shall remain so after an employee leaves City employment. Examples of work product include but are not limited to, research, investigative reports, computer files, legal briefs, official letters and memoranda.
- 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.

- The appointment of any person, when such person is related to any elected or appointed officer or employee of the City; or an appointment of a candidate who is related to current City personnel who have the ability to influence the employment, promotion and salary or performance evaluation of another relative is to be avoided whenever possible.

If an employee has any question about whether such a conflict exists he/she should consult with the City Administrator.

2.7 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.

2.8 Personal Telephone Calls

Personal telephone calls are to be made or received only when truly necessary. They are not to interfere with City work and are to be completed as quickly as possible. Any personal long distance call costs will be paid for by the employee. Please refer to the cellular phone use policy for information on use of cellular phones.

2.9 Personal Mail

~~Employees may purchase postage from the City for use on their personal mail items.~~ Personal mail items may be included with the City's daily delivery of mail to the US Post office, but employees may not use the City as a mailing address for personal mail.

2.10 Fax

Employees may use the City's fax machine on lunch breaks, rest breaks, before work hours, or after work hours to fax personal communications. No charge will apply to local faxes. Employees will be responsible for the cost of long distance faxes.

2.11 Political Activity

City employees have the right to express their views and to pursue legitimate involvement in the political system. However, no City employee will directly or indirectly, during hours of employment, solicit or receive funds for political purposes. Further, any political activity in the workplace must be pre-approved by the City to avoid any conflict of interest or perception of bias such as using authority or political influence to compel another employee to apply for or become a member in a political organization.

2.12 Solicitation

No Solicitation shall be allowed on the City time for any individual, group, company, cause or organization. The City encourages its employees to support community and charitable causes on their own time.

2.13 Smoking

All City buildings and vehicles, in their entirety, shall be designated as tobacco free, meaning that no person will smoke tobacco or other substances or use smokeless tobacco while in a City facility or vehicle.

Smoking of any kind, including pipes, cigars, and cigarettes, vaping with e-cigarettes and the use of chewing tobacco is prohibited for employees while on duty. Employees 18 and over are allowed to smoke only during their breaks and lunch, and only in areas designated for that purpose.

2.14 Alcohol

Employees shall not consume or be under the influence of alcohol while the employee is working or while the employee is operating a city vehicle, machinery or equipment.

Fire Department personnel who have consumed more than two drinks of alcoholic beverages in the previous four hours shall not respond to an emergency call. Ambulance crew are not allowed to drink anything for 12 hours prior to being on call or at all while on call.

SECTION 3 – DEFINITIONS

For purposes of these policies, the following definitions will apply:

~~Administration Committee:~~

~~A committee established by the City Council to aid the City Council in dealing with employee issues.~~

Authorized Hours:

The number of hours an employee was hired to work. Actual hours worked during any given pay period may be different than authorized hours, depending on workload demands or other factors, and upon approval of the employee's department head.

Base Pay Rate:

The employee's basic hourly or monthly pay rate exclusive of overtime premium, shift premium, longevity, or any other special allowances.

Benefits

Privileges granted to qualified employees in the form of paid leave and/or insurance coverage.

Benefit Earning Employees

Employees who are eligible for at least a pro-rated portion of City provided benefits. Such employees must be year-round employees who work at least 20 hours per week on a regular basis.

City

Refers to the City of New Richland.

City Council

The elected Mayor and four City Council members.

Continuous Service:

Unceasing service from last date of hire, including approved leaves of absence and periods of layoff if return from layoff was upon recall.

Days:

Unless otherwise indicated, means working days. (Monday through Friday, exclusive of holidays).

Demotion

The movement of an employee from one job class to another within the City, where the maximum salary for the new position is lower than that of the employee's former position.

Department:

A division of City of New Richland government.

Department Head

An employee who is responsible for managing a department or division of the City. The City Administrator shall be considered the department head for any city employees who are themselves a department head.

Emergency:

A situation or occurrence of a serious nature developing suddenly and unexpectedly and demanding immediate action as determined by the Employer.

Emergency Personnel

A Fire, Ambulance or Police Department Member or Officer.

Employee

An individual who has successfully completed all stages of the selection process including the training period and/or is a member of the exclusively recognized bargaining union defined in the Union Agreement.

Employer:

The City of New Richland, Minnesota, and its designated representatives.

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 of 6.2% for Social Security and 1.45% for Medicare, or as amended from time to time. The City contributes a matching 7.65% on behalf of each employee. Certain employees are exempt or partially exempt from these withholdings (e.g., police officers).

Fiscal Year

The period from January 1 to December 31

Full Month of Service

One (1) calendar month of continuous service.

Full-time Employee

Employees who are required to work forty (40) or more hours per week year-round in an ongoing position

Hours of Operation

The City's regular hours of operation are Monday 10:00 am to 4:30 pm and Tuesday through Friday, from 8:00 a.m. to 5:00 4:30 p.m.

Layoff

Separation from service with the Employer, necessitated by lack of work, lack of funds or other reasons without reference to incompetence, misconduct, or other behavioral considerations.

Leaves of Absence

An approved absence from work duty during a scheduled work period with or without compensation.

Non-exempt Employee

Employees who are covered by the federal or state Fair Labor Standards Act. Such employees are normally eligible for overtime at 1.5 times their regular hourly wage for all hours worked over forty (40) in any given workweek.

Official City Business

The performance of duties that is necessary to the operation of the City.

Part-time Employee

Employees who are required to work less than forty (40) hours per week year-round in an ongoing position.

Pay Period

A fourteen (14) day period beginning at 12:00 a.m. (midnight) on Monday through 11:59 p.m. on Sunday, fourteen (14) days later.

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.

Personnel Committee:

A committee established by the City Council to aid the City Council in dealing with employee issues.

Probationary Employee

An employee who has not completed the probationary period.

Probationary Period

The first six (6) months of service of newly hired or rehired employees.

Promotion

A change of an employee from a position in one work classification to a position in another work classification with more responsible duties and higher compensation.

Reclassify

Movement of a job from one classification to another classification because of a significant change in the position's duties and responsibilities.

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.

Service Credit

Time worked for the City. An employee begins earning service credit on the first day worked for the City. Some forms of leave will create a break in service.

Temporary Employee

An employee hired on a temporary basis, for a period not to exceed six (6) months (except under exceptional circumstances, such period may be extended for up to two (2) additional months upon written notice to the Union and the temporary employee), as designated by the Employer, in a position that has little prospect for continued employment. Such employees shall not earn or receive any benefits under the terms of this Agreement except as otherwise specifically stated herein.

Training Period

A six month period at the start of employment with the City (or at the beginning of a promotion, reassignment or transfer) that is designated as a period within which to learn the job. The training period is the last part of the selection process.

Transfer

A change of an employee from one position to another position in the same compensation range, usually involving the performance of similar duties and requiring essentially the same basic qualifications.

Workweek

For most employees a workweek is seven consecutive 24-hour periods. For Police Department employees, a workweek is fourteen consecutive 24-hour periods. For most employees the workweek will run from Monday through the following Sunday. For Police Department employees the workweek will run from Monday through the second Sunday. With the approval of the City Administrator, departments may establish a different workweek based on coverage and service delivery needs (e.g., fire department, park and recreation maintenance department).

SECTION 4 – EMPLOYEE RECRUITMENT & SELECTION

4.1 Scope

The City Administrator, with the help of the Administration Personnel Committee or other Council Committees, will manage the hiring process for positions within the City. While the hiring process may be coordinated by the City Administrator, 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. No hiring process will begin without first being approved by the City Council.

4.2 Features of the Recruitment System

The City Administrator, with the help of the Administration Personnel Committee or other Council Committees, 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.

Application for employment will be made on 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 Administrator or Council Committee. 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 Administrator.

All applications and related material shall be submitted to and shall remain with the City Administrator. Applications will first be reviewed by the City Administrator and the Department Head of the department an applicant is applying for. All applications will be kept in the “Active” file for a period of six (6) months. If an applicant desires to keep their application active beyond that time, he/she will be required to bring the existing application up-to-date or fill out a new application. Whether an applicant is or is not interviewed, his/her

application will continue to be kept active for a six (6) month period and will be again considered, if another position becomes available.

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.

4.3 Rejection of Applications

Applications for positions may be rejected by the City Administrator for any one of the following reasons:

- Lack of specified minimum qualifications required.
- Applicant’s lack of physical, mental or personal prerequisites deemed necessary for the effective performance of the duties and responsibilities of a position.
- Reference and/or investigation of the applicant prove unsatisfactory.
- Past employment history with the City
- Applicant has directly or indirectly rendered or promised to give money, payment, service or valuable item to any person in connection with appointment.
- Incomplete application form, falsification of information, or failure to provide required application information.
- Has a record of unsatisfactory employment.
- Has a recent history of untreated excessive use of alcohol, or use of narcotics, or other drugs which may affect work performance.
- Such other causes and reasons deemed sufficient.

4.4 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.

Internal recruitments will be open to any City employee who: (1) has successfully completed the initial training 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 Council or designee will establish minimum qualifications for each position with input from the appropriate department head. To be eligible to participate in the selection process a candidate must meet the minimum qualifications.

4.5 Pre-Employment Medical Exams

The City Council may determine that a pre-employment medical examination, which may include a 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 a 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 Council 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 Council 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.

4.6 Selection Process

The selection process will be a cooperative effort between the City Administrator or ~~Administration~~ **Personnel**/Council Committee and the hiring department head, or all three, 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 department head with each hire subject to final City Council approval. Except where prohibited by law, seasonal and temporary employees may be terminated by the department head at any time, subject to City Council approval.

4.7 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, only the City Administrator will determine and authorize the level of background check to be conducted based on the position being filled.

4.8 Felonies

The City will not hire a person who was previously convicted of a felony.

SECTION 5 – PROBATION PERIOD

5.1 Purpose

The probation period shall be regarded as an integral part of the examination process and shall be utilized for closely observing the employee's work. It shall be used for making any necessary adjustments to the position

and for rejecting any employee whose performance does not meet the required work standards. An employee may be dismissed at any time and without cause during the training period.

5.2 Duration

All original and promotional appointments shall be subject to a probationary period of six (6) months for all employees from the date of appointment to their respective position. Police Officers are subject to a probationary period of six (6) months, with the option to extend the probationary period an additional six (6) months if necessary. Fire fighters and all other Emergency Personnel are subject to a probationary period of six (6) months. At any time during the probationary period, the employee may be subject, but not limited, to disciplinary action, suspension, lay-off, demotion, transfer or dismissal. An employee so dismissed will not have the right to appeal unless the employee is covered by the Veteran's Preference Law, in which case the employee may request a hearing pursuant to Minnesota Statute 197.46, or any law amending or replacing that law.

5.3 Completion of Probationary Period

A performance evaluation will be completed and reviewed with the employee before the end of the probation period. The department head or City Administrator shall then make a recommendation to the **Administration Personnel** Committee for the termination of the probation period. Final decision and notice shall be provided by the City Council upon recommendation of the Administration Committee.

5.4 Extension of Probation Period

The Administration Committee may, upon recommendation of the City Administrator, extend the probation period up to an additional six (6) months. The employee shall be notified of the reason for the extension, a reason which shall be directly related to performance within the position. The probation period may also be extended due to leave of absence or suspension without pay.

5.5 Benefits during the Probation Period

An employee during the probation period will not be paid for any absence from work with the exception of legal paid holidays, jury duty, and funeral leave. Sick leave and vacation time will be accumulated during the probation period but may not be used until the end of the probation period. If the new employee does not complete the probation period, no vacation or sick leave for that period shall be credited. Insurance benefits shall commence from the start date of the employee, however, any waiting periods shall be according to the terms of the insurance benefits.

SECTION 6 – ORGANIZATION

6.1 Job Descriptions

The City will maintain job descriptions for each regular position. New positions will be developed as needed but 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, department head's title, FLSA status (exempt or nonexempt), 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. 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 Administrator or designee and the hiring department head to ensure that 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. Department heads 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 Administrator.

6.2 Assigning and Scheduling Work

Assignment of work duties and scheduling work is the responsibility of the department head subject to the approval of the City Administrator.

6.3 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 Administrator.

6.4 Layoff

The City Administrator will maintain a seniority list. In the event that 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 Administration Committee, subject to approval of the City Council. When all other considerations are equal, the principle of seniority will apply in layoffs and recall from layoff.

SECTION 7 – HOURS OF WORK

7.1 Work Week/Day

The normal work week shall be forty (40) hours of work per week. The City office shall be open from ~~8:00~~ 10:00 am to ~~5:00~~ 4:30 pm Monday and 8:00 am to 4:30 pm Tuesday through Friday. ~~Office staff shall work from either 8:00 am to 4:30 pm or 8:30 am to 5:00 pm with a one-half (1/2) hour unpaid lunch break toward the middle of the day.~~ Non office employees shall work from 8:00 am to 4:30 pm with a one-half (1/2) hour unpaid lunch break toward the middle of the day. ~~Changes to this schedule may be made for the maintenance department depending on weather and work load, especially during summer months.~~ Full-time employees normal work days shall be Monday through Friday, except for functions operated on a continuous shift basis or requiring departure from the normal schedule. If an employee works eight (8) hours and does not clock out for a one-half (1/2) hour lunch break, it will be assumed that the employee took a one-half (1/2) hour lunch break in, accordance with State Statute, and the time card will be adjusted accordingly. ~~The police department will operate on separate irregular shift pattern consisting of four (4) twelve (12) hour days on and four (4) days off, with a one hour dinner break included in the shift.~~ The police department will operate on their own alternate schedule subject to the approval of the Chief of Police and City Administrator.

7.2 Meal Breaks and Rest Periods

A paid fifteen (15) minute paid 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 or more consecutive hours. The employee, at their discretion and in coordination with their Department, can select an unpaid thirty minute lunch break. Employees are expected to use these breaks as intended and will not be permitted to save these breaks in order to adjust work start time, end time or lunchtime.

7.3 Timecards

~~All employees that report to the shop must properly enter their timecard into the time clock at the beginning and end of each shift. Employees are expected to clock in no earlier than five minutes before the start of their~~

~~scheduled work shift and are expected to clock out no later than five minutes after the end of their scheduled work shift, except in emergency situations. Paid time off should be indicated by reason (vacation, holiday). Overtime and any duty other than normal work shift hours must also be entered on the timecard by use of the time clock. If the employee clocks out more than 7.5 minutes after the normal work shift should have ended because of City needs, the time in excess of 7.5 minutes after the normal end of shift shall be paid at the overtime rate.~~ All ~~other~~ employees must fill out a timecard approved by the City Administrator. Emergency work including snow removal ~~may shall~~ be added to the employee's time card ~~without having to punch the time clock.~~

7.4 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 be allowed to use accrued vacation time or compensatory time; or with department head approval may modify the work schedule or make other reasonable schedule adjustments.

Sworn police officers and public works maintenance employees will generally be required to report to work regardless of conditions.

Decisions to cancel departmental programs (special events, recreation programs, etc) will be made by the respective department head or the City Administrator.

SECTION 8 – COMPENSATION

8.1 General

Full-time employees of the City will be compensated according to schedules adopted by the City Council. Unless approved by the Council, employees will not receive any amount from the City in addition to the pay authorized for the positions to which they have been appointed. Expense reimbursement or travel expenses may be authorized in addition to regular pay.

Compensation for part-time, 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 Data Practices Act (Minn. Stat. §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:

- 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 Minnesota Statute §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 1/800-342-5354. *(language added 9-02-14)*

8.2 Paychecks

Paychecks are issued every two weeks on Friday, except for ~~Fire and~~ Ambulance personnel who are paid on a ~~monthly quarterly, semi-annual or annual~~ basis. Distribution of paychecks to City employees is to be accomplished in a timely manner using accurate, consistent procedures. When paydays fall on a holiday, checks are normally issued the day before the holiday. If payday is the Friday after Thanksgiving, checks will normally be issued the Wednesday before Thanksgiving.

Paychecks will not be given to anyone other than the person for whom they were prepared, unless the person has a note signed by the employee authorizing the City to give the other person the check. Checks will be given to the spouse, or another appropriate immediate family member, in the case of a deceased employee. Paycheck stubs may be emailed to employees upon their request.

Employees are responsible for notifying the Deputy Clerk of any change in status including changes in address, phone number, names of beneficiaries, marital status, etc.

8.3 Direct Deposit

All employees are ~~eligible~~ ~~required~~ to participate in direct deposit. Employees are responsible for notifying the City ~~Clerk~~ ~~Administrator~~ of any change in status including changes in address, phone number, names of beneficiaries, marital status, etc.

8.4 Time Reporting

Full-time, non-exempt employees are expected to work 40 hours per workweek and 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 biweekly basis. Each time reporting form must include the signature of the employee and department head. Reporting false information on a time sheet may be cause for immediate termination.

8.5 Overtime / Compensatory Time

The City of New Richland has established this overtime policy to comply with applicable state and federal laws governing accrual and use of overtime. The City Administrator 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 other full time employees are non-exempt.

Non-Exempt (Overtime-eligible) Employees:

Most overtime-eligible employees will be compensated at the rate of time and one-half for all hours worked over 40 in one workweek. Police Department employees will be compensated at the rate of time and one-half for all hours worked over 80 in the pay period. Compensation will consist of Comp Time up to ~~480~~ 40 hours and be paid out anything over the ~~480~~ 40 hour accrual. Paid Time Off (PTO), Extended Illness Bank (EIB) and paid holidays do not count toward “hours worked”. Compensation will take the form of either time and one-half pay or compensatory time. Compensatory time is paid time off at the rate of one and one-half hours off for each hour of overtime worked.

For most employees the workweek begins at 12:00 a.m. (midnight) on Monday and runs until the following Sunday night at 11:59 p.m. with a 40-hour workweek expected. For Police Department employees the workweek begins at 12:00 a.m. (midnight) on Monday and runs until the second Sunday night at 11:59 p.m. with an 80hour workweek expected. Department heads may establish a different workweek based on the needs of the department, subject to the approval of the City Administrator.

Employees may not perform at time other than as scheduled by their department head, or in the case of a department head, by the City Administrator, except in emergency or on call situations to which the employees are expected to respond. If the City Administrator feels that overtime is being abused, the employee may be required to provide proof that the overtime was necessary before it is paid by the City. An employee who works overtime or takes compensatory time in advance without prior approval may be subject to disciplinary action.

Overtime earned will be paid at the rate of time and one-half on the next regularly scheduled payroll date, unless the employee indicates on his/her timesheet that the overtime earned is to be recorded as compensatory time in lieu of payment.

Employees shall have the right to choose overtime compensation in the form of pay or compensatory time off to a maximum of forty (40 80) hours. All overtime compensation in excess of forty (40 80) hours shall be paid. Hours remaining in an employee's compensatory time bank on December 31 of each year shall be zeroed and the balance of hours paid. All overtime hours shall be documented on employee's time card.

If an employee cannot take off earned compensation time due to City needs within the time limit required, the employee shall be paid for said compensation time at the employee's normal hourly rate.

Exempt (non-overtime-eligible) Employees:

Exempt employees are expected to work the hours necessary to meet the performance expectations outlined by their department heads. 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 extra pay for the hours worked over 40 in one workweek.

Exempt employees are paid on a salary basis. This means that 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 New Richland 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 New Richland 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 department heads as a condition of continued employment. Refusal to work overtime may result in disciplinary action. Department heads will make reasonable efforts to balance the personal needs of their employees when assigning overtime work.

8.6 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 employees are Monday through Friday, 8 a.m. to 5:4:30 p.m., plus evening meetings as necessary.

Exempt employees are required to use paid leave when on personal business or away from the office for four (4) hours or more, on a given day.

Absences of less than four (4) hours do not require use of paid leave as it is presumed that the exempt member regularly puts in work hours above and beyond the normal 8 a.m. to 5:4:30 p.m. Monday through Friday requirement. Exempt employees must communicate their absence to the City Administrator or his/her designee.

If one of the above employees regularly absents themselves from work under this policy and it is found that there is excessive time away from work which 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 Administrator for specific situations as determined necessary.

From time to time, exempt positions may require work beyond forty (40) hours per week. In recognition for working extra hours, these employees may take some time off during their normal working hours with department head approval. The time off for extra hours will not be on a one-for-one basis.

8.7 Attendance at Council Meetings

Non-exempt employees who attend City Council meetings at the request of the City Council or City Administrator to report on City operations shall receive two (2) hours of compensation time.

Employees who attend Council meetings without the request of the City Council will be considered to volunteer their time to attend such meetings.

SECTION 9 – ROUTINE EMPLOYEE PERFORMANCE

9.1 General

The City Administrator shall be primarily responsible for evaluating routine employee performance, with input as appropriate from the department head. The ~~Administration~~ Personnel Committee shall be responsible for evaluating the routine employee performance of the City Administrator

In the case of routine job performance corrections, the City Administrator shall be the final authority in correcting the employee and putting a written notice of said correction or, if appropriate, written reprimand, in the employee's file. The City Administrator shall report such actions to the ~~Administration~~ Personnel Committee at least quarterly.

9.2 Appeals

If an employee job performance criticism is first brought to the attention of the ~~Administration~~ Personnel Committee, the Committee will immediately report such criticism to the City Administrator for investigation and action on the part of the City Administrator, who shall then report said action back to the Committee as quickly as possible.

The Committee shall have no power to override the decisions of the City Administrator regarding routine job performance corrections. However, if the Committee deems it appropriate, the Committee may ask the City Administrator for further comment and background facts regarding the employee job performance issues, and may recommend further or altered action on said issue to the general City Council. It should be the philosophy to allow the City Administrator to perform his normal function as supervisor of the City employees on a day to day basis.

In the case of serious employee misconduct, which may or may not include possible criminal charges, the City Administrator shall act as a fact-finder and report the matter to the Committee for further review and investigation. The City Attorney should also be immediately contacted to participate in the process, to make sure that the appropriate legal warnings are given to the employee before the employee is questioned on the incident. The Committee shall conclude its investigation with a recommendation to the City Council for action according to the discipline procedures established in the City's personnel policies

9.3 Privacy

It is understood that all discussion and written records of employee job performance, allegations of misconduct, or criminal acts shall be strictly confidential, and conducted only in meetings closed to the general public. As required by state law, the only information to be discussed at open meetings of the Committee or the City Council will be any final actions taken to discipline the employee with the basic grounds for the said action.

SECTION 10 – ANNUAL PERFORMANCE REVIEWS

10.1 General

An objective performance review system will be established by the City Administrator 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 are to be scheduled on a regular basis, at least 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.

Signing of the performance review document by the employee acknowledges that 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.

10.2 Process

The City Administrator along with the council committee members shall conduct all performance reviews and all performance reviews will be discussed with the employee.

The **Administration Personnel** Committee will review the City Administrator's evaluations, and pass them onto the City Council for final review and any positive or negative actions based on said evaluations.

The **Administration Personnel** Committee will be the primary evaluator of the City Administrator, and they shall pass along their evaluation of the City Administrator to the City Council for action.

10.3 Grievances

An employee may grieve a performance review to the **Administration Personnel** Committee.

The **Administration Personnel** Committee shall have no power to override the decisions of the City Administrator regarding performance reviews. However, if the Committee deems it appropriate, the Committee may ask the City Administrator for further comment and background facts regarding the performance review, and may recommend further or altered action on said issue to the general City Council. The decision of the City Council is final.

While the employees do not have the right to change their performance review, they may submit a written response to the review, which will be attached to the performance review.

SECTION 11 – BENEFITS

11.1 Health, Short-Term Disability, and Life Insurance

The City may contribute a monthly amount toward group health, short-term disability and life insurance benefits for each eligible employee **and his/her dependents**. The amount to be contributed and the type of coverage will be determined annually by the City Council.

11.2 Retirement

The City participates in the Public Employees Retirement Fund (PERA) to provide pension benefits for its eligible employees. 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 paycheck for Social Security and Medicare (the City matches the employee's social security and Medicare withholding).

11.3 Workers Compensation Insurance

The City provides workers compensation insurance at City cost as required by law to cover disabilities due to work related injury or illness. The terms of the policy and state law govern the specific types of coverage provided.

11.4 Part-Time, Temporary and Seasonal Employees

Part-time, temporary and seasonal employees shall receive no benefits of any kind other than basic payroll and workers compensation insurance coverage and those negotiated with the City Council.

SECTION 12 – HOLIDAYS

The City observes the following official holidays for all regular full-time employees:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Eve & Christmas Day

Official holidays commence at the beginning of the first shift of the day on which the holiday is observed and continue for twenty-four (24) hours thereafter.

In addition to the official holidays, when Christmas Eve falls on a Monday through Thursday , employees shall receive four (4) hours holiday commencing at noon on Christmas Eve.

When a holiday falls on a Sunday, the following Monday will be the “observed” holiday and when a holiday falls on a Saturday, the preceding Friday will be the “observed” holiday for City operations/facilities that are closed on holidays. **The police department will observe the holiday on the actual day of the holiday.**

Full-time employees will receive pay for official holidays at their normal straight time rates, provided they are on paid status on the last scheduled day prior to the holiday and first scheduled day immediately after the holiday. Part-time employees will receive no holiday pay. Any employee on a leave of absence without pay from the City is not eligible for holiday pay.

Non-exempt employees assigned and required by the Employer to work on a holiday, shall receive compensatory time off or cash pay, at the discretion of the employee, at one and one-half (1-1/2) times their base pay rate for hours worked, plus holiday compensation at their base pay rate.

Holidays which occur within an employee's approved and compensated vacation period will not be charged to the employee's vacation time.

Employees wanting to observe holidays other than those officially observed by the City may request either vacation leave or unpaid leave for such time off.

SECTION 13 – LEAVES

13.1 General

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, if there are requirements for such time off that are not described in the personnel policies.

13.2 Extended Illness Bank (EIB)

- ~~Full-time employees will receive eighty (80) hours of EIB put into their bank annually, effective January 1 of each year.~~
- Effective upon the last pay period in December 2022, current full-time employees will transition from vacation/sick leave system into a formal PTO leave system.
- Effective upon the last pay period in December 2022, ½ of the accrued and unused sick leave bank hours will be converted hour for hour into PTO and ½ of the accrued and unused sick leave bank will be converted into an Extended Illness Bank (EIB).
- Hours in the EIB are not subject to pay out on behalf of the Employer upon termination of employment.
- Part-time, temporary and seasonal employees will not earn or accrue EIB.
- Extended Illness Bank is to be used after three (3) days of extended illness for employee, dependent or spouse. The City may request initial and ongoing verification from a physician of an extended illness.
- In the case of on-going chronic illness, Paid Time Off (PTO) shall be used for the first three (3) days of illness/treatment, after which time the EIB benefit shall be allowed to be utilized for absences related to the on-going chronic illness or injury.

Pursuant to Minnesota Statute 181.9413, eligible employees may use sick leave for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, grandparent, stepparent, parent-in-laws (mother-in-laws and father-in-laws) and grandchildren (includes step-grandchildren, biological, adopted or foster grandchildren).

After accrued EIB has been exhausted, vacation leave may be used upon approval of the City Administrator, to the extent the employee is entitled to such leave. Should there be no balance of vacation or sick leave, the absence will be unpaid.

To be eligible for Extended Illness Bank pay, the employee will:

- Communicate with his/her department head, as soon as possible after the scheduled start of the work day, for each and every day absent;
- Keep his/her department head informed of the status of the illness/injury or the condition of the ill family member;
- 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. Absences lasting longer than three (3) consecutive work days will require a written verification of condition by the treating doctor.

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 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.

Any employee who makes a false claim for sick leave will be subject to discipline up to and including termination.

13.3 Paid Time Off (PTO)

Paid Time Off (PTO) Schedule

<u>Years of Service</u>	<u>Annual Accrual</u>	<u>Maximum Accrual</u>
0 to 2 Years	18 days	36 days
3 to 6 Years	24 days	48 days
7 to 15 Years	28 days	56 days
16 years and up	34 days	60 days

Eligibility

Full-time employees will earn PTO leave in accordance with the above schedule.

Part-time, temporary and seasonal employees will not earn or accrue vacation leave.

Earnings and Use

After completion of the training period, vacation leave may be used as it is earned, subject to approval by the employee's department head.

An employee will not earn any vacation leave for any pay period unless he/she is employed by the City on the last scheduled work day of the pay period.

PTO will accrue on a monthly basis rather than annually. PTO will start to accrue on the first day of employment but will not be available to the employee until the end of the probationary period. Unused PTO can be carried over from one year to the next in accordance with the chart above. PTO can not be used in less than ¼ hour increments.

For the purpose of accruing PTO, an employee using earned PTO is considered to be working. All benefits the employee is eligible to receive while employed shall continue during this leave. PTO shall count towards the computation of overtime.

Any regular employee leaving the employment of the City in good standing after giving two week notice of such termination of employment shall be compensated for all PTO accrued and unused at the date of separation.

The estate of any employee who dies while employed by the City shall be entitled to receive on hundred percent (100%) of the employee's accrued unused PTO in cash.

Employees may not take PTO that has not yet been earned. If the employee wants to take more time off than what has been accrued, the time off will be considered unpaid.

Paid holidays as set by the City observed during the vacation period of any employee will not be counted against the employee's vacation time. If an employee is prevented from taking accumulated vacation time during the required time limit due to City needs, the employee shall be reimbursed for such lost vacation time at the employee's normal hourly wage upon approval of the City Council.

A covered employee may donate annual leave *directly* to another employee who has a personal or family medical emergency and who has exhausted his or her available paid leave. There is no limit on the amount of donated annual leave a leave recipient may receive from the leave donor(s). However, any unused donated leave must be returned to the leave donor(s) when the medical emergency ends.

Employee's Responsibility

Employees are responsible for monitoring their specific vacation time balance to make sure they will be in compliance at the end of the calendar year. It is the responsibility of the employee to manage vacation usage and balances throughout the year so the remaining vacation balance is within this policy's requirements for vacation carry-over. Employees should realize that vacation time should be taken throughout the calendar year and that vacation time requests will be watched and scrutinized during the remaining months of the calendar year (October, November and December).

13.4 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.

Immediate family shall be defined as an employee's or an employee's spouse's, child, foster child, brother, sister, step-brother, step-sister, father, mother, step-father, step-mother, grandchild, grandmother and grandfather.

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

13.5 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 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 fifteen (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.

13.6 Jury Duty

Regular full-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 or compensatory time to make up the difference.

Employees are required to notify their department head 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.

Part time, 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.

13.7 Court Appearances

Employees will be paid their regular wage to testify in court for City-related business. Any compensation received for court appearances (e.g. subpoena fees) arising out of or in connection with City employment, minus mileage reimbursement, must be turned over to the City.

13.8 Job Related Injury or Illness

All employees are required to report any job-related illnesses or injuries to their department head immediately (no matter how minor). If a department head is not available and the nature of 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 arrange for a medical appointment.

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

13.9 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 Administrator with the approval of the City Council.

13.10 Adoptive Parents

Adoptive parents will be given the same opportunities for leave as biological parents. 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.

13.11 School Conference Leave

Any full time employee who has worked for more than twelve (12) consecutive months, may take unpaid leave for up to a total of sixteen (16) hours during any school year 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. The employee's department head should be informed of the intent to take such leave at least two workdays in advance.

13.12 Bone Marrow Donation Leave

Full time employees 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. Such leave shall require as much advance notice as possible to the employee's department head and written verifications by a physician as to the purpose of the leave.

13.13 Victim or Witness Leave

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

13.14 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 United States Senator or Representative, or in a Presidential primary, will be allowed time off with pay to vote during the morning of election day. Employees wanting to take advantage of such leave are required to work with their department head to avoid coverage issues. Employees are responsible to go directly to, vote and return to the City workplace directly from the employee's designated polling place.

13.15 Regular Leave without Pay

The City Administrator 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 an employee while on leave without pay will not earn employee benefits. However, the City's contribution toward health, dental 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.

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 Administrator subject to approval of the City Council.

13.16 Family and Medical Leave

In accordance with the Family and Medical Leave Act (FMLA) unpaid job protected leave will be granted to all eligible employees (male and female) for up to twelve (12) weeks per twelve (12) month period for any of the following reasons:

1. Birth, including prenatal care, or placement of a child with the employee for adoption or foster care;
2. To care for a spouse, child or parent who has a serious health condition; or
3. A serious health condition that makes the employee unable to perform the essential functions of the position.
4. A covered military member's active duty or call to duty or to care for a covered military member (Military Caregiver and Qualified Exigency Leave) (described in next section).

In accordance with the law, the following definitions apply:

"Caring" for someone includes psychological as well as physical care. It also includes acquiring care and sharing care duties.

An eligible "child" is defined as a person under 18 years of age (or a person incapable of self-care because of a physical or mental disability) who is a biological, adopted, foster, or step child, a ward of the employee, or a person with whom the employee is charged with a parent's rights, duties and responsibilities.

A “spouse” does not include domestic partners or common-law spouses.

An eligible "parent" includes a biological parent or a person who was charged with a parent's rights, duties and responsibilities over the employee when the employee was under the legal age, but doesn't include in-laws.

"Serious health condition" as defined under the FMLA means an illness, injury, impairment, or physical or mental condition that involves one of the following:

- Hospital Care: Any period of incapacity of treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility;
- Pregnancy: Any period of incapacity due to pregnancy, prenatal medical care or child birth;
- Absence Plus Treatment: A period of incapacity of more than three consecutive calendar days that also involves continuing treatment by or under the supervision of a health care provider.
- Chronic Conditions Requiring Treatments. An incapacity from a chronic condition which requires periodic visits for treatment by a health care provider, continues over an extended period of time and may cause episodic rather than a continuing period of incapacity;
- Permanent/Long-term Conditions Requiring Supervision;
- Multiple Treatments: Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider.
- “Incapacity” means inability to work, attend school or perform other regular daily activities.

Eligibility

To qualify to take FMLA leave under this policy, an employee must meet all of the following conditions:

- Have worked for the City for 12 months (or 52 weeks) prior to the date the leave is to commence. The 12 months or 52 weeks need not have been consecutive; however, the City will not consider any service 7 years prior to the employee’s most recent hire date.
- Have worked at least 1,250 hours during the 12-month period prior to the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act (“FLSA”) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA. *(Added 8/04/14)*

Length of Leave

The length of FMLA leave is not to exceed twelve (12) weeks in any twelve (12) month period. The entitlement to FMLA leave for the birth or placement of a child for adoption expires twelve (12) months after the birth or placement of that child.

Leave Year

The 12-month period is calculated by measuring twelve months backward from the start date of the employee's last FMLA leave.

Notice

The employee is to give verbal or written notice to his/her supervisor at least thirty (30) days prior to the date on which leave is to begin or if thirty (30) days notice cannot be given as much notice as practical.

If an employee fails to give thirty (30) days notice for a foreseeable leave with no reasonable explanation for the delay, the leave may be denied until thirty (30) days after the employee provides notice. To the extent possible, planned medical treatment should be scheduled so that it will not unduly disrupt the City's operations.

Medical Certification For leave due to an employee's serious health condition or a family member's, the City will require the completion of a Medical Certification form by the attending physician or practitioner. The form must be submitted to the City Administrator within fifteen (15) calendar days after requested. If the form is not submitted in a timely fashion, the employee must provide a reasonable explanation for the delay. Failure to provide medical certification may result in a denial or delay of the leave.

The City may require an employee obtain a second opinion from a provider that the City selects. If necessary to resolve a conflict between the original certification and the second opinion, the City may require the opinion of a third doctor. This third opinion will be considered final. An employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

Recertification

Recertification may be required if the employee requests an extension of the original length approved by the City or if the employee's circumstances change. Recertification may also be required if there is a question as to the validity of the certification or if the employee is unable to return to work due to the serious health condition.

Intermittent Leave

FMLA leave may be taken in 12 (or less) consecutive weeks, may be used intermittently (a day periodically when needed) or may be used to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks.

Intermittent Leave may be taken when medically necessary for the employee's serious health condition or to care for a seriously ill family member. Intermittent leave must be documented in the medical certification form as medically necessary.

If an employee is taking leave intermittent or leave on a reduced schedule for planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as to not disrupt the City's business.

In instances when intermittent or reduced schedule leave for the employee or employee's family member is foreseeable or is for planned medical treatment, including recovery from a serious health condition, the City may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule.

Intermittent/reduced scheduled leave may be taken to care for a newborn or newly placed adopted or foster care child only with the City's approval.

Fitness for Duty Certification

When Leave is due to an employee's own serious health condition, a fitness for duty certification (FFD) may be required before an employee can return to work. Failure to timely provide such certification may eliminate or delay an employee's right to reinstatement under the FMLA.

If an employee is using intermittent leave, and reasonable safety concerns exist regarding the employee's ability to perform his or her duties, a FFD certificate may be required as frequently as every 30 days during periods when the employee has used intermittent leave.

Job Protection

Employees returning from Family and Medical Leave will be reinstated in the same position or a position equivalent in pay, benefits and other terms and conditions of employment.

An employee's reinstatement rights are the same as they would have been had the employee not been on leave. Thus, if an employee's position would have been eliminated or an employee would have been terminated but for the leave, the employee would not have the right to be reinstated upon return from leave.

Notice of Intent to Return from FMLA Leave

The City requires an employee on FMLA leave to report periodically on the employee's status and intent to return to work. Effect on Benefits

An employee granted leave under this policy will continue to be covered under the City's group health and dental insurance plan under the same conditions and at the same level of City contribution as would have been provided had they been continuously employed during the leave period. All paid benefits run concurrently with unpaid FMLA benefits. If there are changes in the City's contribution levels while the employee is on leave, those changes will take place as if the employee were still on the job.

The employee will be required to continue payment of the employee portion of group insurance coverage while on leave. In addition, the employee will be responsible for the employee's portion and the City's portion plus any required administrative fee for life insurance continuation, if continuation is desired. The City may choose to continue the City's portion if administratively more convenient. Arrangement for payment of the employee's portion of premiums must be made by the employee with the City.

Arrangements for payment of the employee's portion of premiums must be made by the employee with the City. If an employee's contribution is more than thirty (30) days late, the City may terminate the employee's insurance coverage (subject to COBRA requirements).

Seniority

Seniority does not accrue during any period of unpaid FMLA except as allowed when the leave is covered by worker's compensation). However, seniority accrued prior to commencement of FMLA leave will not be lost.

Use of Accrued Paid Leave or Compensatory Time during Family and Medical Leave

During the Family and Medical Leave, employees must use accrued sick leave, vacation leave and compensatory time prior to taking an unpaid leave unless their medical condition/injury is covered by worker's compensation or the absence qualifies under the state Parental Leave law (see Parental Leave Policy).

Any paid disability leave benefits or sick leave available to employees for covered reason (an employee's serious health condition or a covered family member's serious health condition, including workers' compensation leave (to the extent that it qualifies) will run concurrently with FMLA.

FMLA leave counts as continued service for purposes of retirement and/or pension plans.

Records Retention

Records on FMLA leave will generally be kept with normal payroll records except that any medical record will be maintained separately as a confidential medical record in accordance with the law.

Failure to Return from FMLA Leave

Under certain circumstances, if the employee does not return to work at the end of the FMLA leave for at least 30 calendar days, the City may require the employee to repay the portion of the monthly cost paid by the City for group health plan benefits. The City may also require the employee to repay any amounts the City paid on the employee's behalf to maintain benefits other than group health plan benefits.

If an employee does not return to work following 12 weeks of FMLA leave, the employee may be subject to COBRA continuation.

If the employee fails to pay the City a portion of the premiums for which he or she is responsible during the FMLA leave and the employee fails to return to work, coverage may end. Loss of coverage for failure to pay premiums is not a qualifying event for purposes of continuation coverage under COBRA.

If the employee does not return from the FMLA leave and coverage ended sometime during the FMLA leave due to lack of payment, there is no COBRA election available. For COBRA to apply, the employee must have been covered on the day before the qualifying event. In this situation, the qualifying event would occur at the time the employee did not return from the leave. (Added 8/04/14)

Additional Leave

Employees who cannot return from an approved FMLA leave at the end of the approved leave period may request an extension (up to the maximum of twelve (12) weeks allowed under FMLA). If the twelve (12) FMLA weeks have already been used, the employee can request to go on a regular unpaid leave of absence. If approved, before unpaid leave begins the employee must use any accrued sick leave, compensatory time, or vacation leave that remains. If the leave is approved and unpaid, the employee will be required to pay the full cost of all group insurance, as provided under COBRA, in order to continue coverage.

If the unpaid leave of absence is not approved or the employee fails to request additional leave, the employee will be considered to have voluntarily resigned. If circumstances beyond the employee's control prevented the employee from requesting additional leave, a retroactive leave request may be allowed, subject to the City Council's approval.

Activities Prohibited During FMLA

While on leave, an employee may not engage in activities (including employment) which have the same or similar requirements and essential functions of an employee's current position.

While on leave, an employee may not engage in any activity that conflicts with the best interests of the City.

Such conduct will result in disciplinary action up to and including termination of employment. *(Added 8/04/14)*

13.17 FMLA – Qualified Exigency and Military Caregiver Leave *(Section Added 8/04/14)*

Eligible employees (described above) whose spouse, son, daughter or parent either has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service.

The qualifying exigency must be one of the ¹ following: (1) short-notice deployment. (2) Military events and activities, (3) childcare and school activities, (3) financial and legal arrangements, (5) counseling, (6) rest and recuperation, (7) post-deployment activities and (8) additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

Military Caregiver Leave

An employee eligible for FMLA leave (described above) who is the spouse, son, daughter, or parent, or next of kin of a covered servicemember may take up to 26 weeks in a single 12-month period to take care of leave to care for that servicemember.

The family member must be a current member of the Armed Forces, including a member of the National Guard or Reserves, or a member of the Armed Forces, the National Guard or Reserves who is on the temporary disability retired list, who has a serious injury or illness incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy; or otherwise in outpatient status; or otherwise on the temporary disability retired list. Eligible employees may not take leave under this provision to care for former members of the Armed Forces, former members of the National Guard and Reserves, and members on the permanent disability retired list.

In accordance with the law, the following definitions apply:

A “son or daughter of a covered servicemember” means the covered servicemember’s biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age.

A “parent of a covered servicemember” means a covered servicemember’s biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered servicemember. This term does not include parents “in law.”

The “next of kin of a covered servicemember” is the nearest blood relative, other than the covered servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember’s next of kin and may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember’s only next of kin. For example, if a covered servicemember has three siblings and has not designated a blood relative to provide care, all three siblings would be considered the covered servicemember’s next of kin. Alternatively, where a covered servicemember has a sibling(s) and designates a cousin as his or her next of kin for FMLA purposes, then only the designated cousin is eligible as the covered servicemember’s next of kin. An employer is permitted to require an employee to provide confirmation of covered family relationship to the covered servicemember pursuant to § 825.122(j).

“Covered active duty” means:

- “Covered active duty” for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country.
- “Covered active duty” for members of the **reserve** components of the Armed Forces (members of the U.S. National Guard and Reserves) means duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation as defined in section 101(a)(13)(B) of title 10, United States Code. (a) In the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country.

“Covered servicemember” means:

- A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
- A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

“Serious injury or illness” means:

- In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating; and
- In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered servicemember, means a qualifying (as defined by the Secretary of Labor) injury or illness incurred by a covered servicemember in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank or rating.
- Outpatient status, with respect to a covered servicemember, means the status of a member of the Armed Forces assigned to either a military medical treatment facility as an outpatient; or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

Amount of Leave – Qualified Exigency

An eligible employee can take up to 12 weeks of leave for a qualified exigency.

Amount of Leave – Military Caregiver

An eligible employee taking military caregiver leave is entitled to 26 workweeks of leave during a “single 12-month period.” The “single 12-month period” begins on the first day the eligible employee takes FMLA leave to care for a covered servicemember and ends 12 months after that date.

Leave taken for any FMLA reason counts towards the 26-week entitlement. If an employee does not take all of 26 workweeks of leave entitlement to care for a covered servicemember during this “single 12-month period,” the remaining part of the 26 workweeks of leave entitlement to care for the covered servicemember is forfeited.

Certification of Qualifying Exigency for Military Family Leave

The City will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification of Qualifying Exigency for Military Family Leave

Certification for Serious Injury or Illness of Covered Servicemember for Military Family Leave The City will require certification for the serious injury or illness of the covered servicemember. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification for Serious Injury or Illness of Covered Servicemember

All other provisions of the FMLA policy, including Use of Paid Leave, Employee status and benefits during leave, the Procedure for Requesting Leave, Benefits during Leave and Reinstatement, are outlined above in the FMLA policy.

13.18 Reasonable Unpaid Work Time for Nursing Mothers [MN law change effective July 1, 2014] 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 free from intrusion from coworkers and the public and includes access to an electrical outlet, where the nursing mother can express milk in private.

13.19 Light Duty/Modified Duty Assignment

This policy is to establish guidelines for temporary assignment of work to temporarily disabled employees who are medically unable to perform their regular work duties. Light duty is evaluated by the City Administrator on a case-by-case basis. This policy does not guarantee assignment to light duty.

Such assignments are for short-term, temporary disability-type purposes; assignment of light duty is at the discretion of the City Administrator. The City Administrator reserves the right to determine when and if light duty work will be assigned.

When an employee is unable to perform the essential requirements of his/her job due to a temporary disability, he/she will notify the department head in writing as to the nature and extent of the disability and the reason why he/she is unable to perform the essential functions, duties, and requirements of the position. This notice must be accompanied by a physician's report containing a diagnosis, current treatment, and any work restrictions related to the temporary disability. The notice must include the expected time frame regarding return to work with no restrictions, meeting all essential requirements and functions of the City's job description along with a written request for light duty. Upon receipt of the written request, the department head is to forward a copy of the report to the City Administrator.

The City may require a medical exam conducted by a physician selected by the City to verify the diagnosis, current treatment, expected length of temporary disability, and work restrictions.

It is at the discretion of the City Administrator whether to assign light duty work to the employee. Although this policy is handled on a case-by-case basis, light duty will not generally be approved beyond six months.

If the City offers a light duty assignment to an employee who is out on worker's compensation leave, the employee may be subject to penalties if he/she refuses such work. However, the City will not require an employee who is otherwise qualified for protection under the Family and Medical Leave Act to accept a light duty assignment.

The circumstances of each disabled employee performing light duty work will be reviewed regularly. Any light duty/modified work assignment may be discontinued at any time.

13.20 Reasonable Accommodations to an Employee for Health Conditions Relating to Pregnancy The city will attempt to provide a female employee who requests reasonable accommodation with the following for her health conditions related to her pregnancy or childbirth.

- more frequent restroom, food, and water breaks;
- seating;
- limits on lifting over 20 pounds and/or temporary transfer to a less strenuous or hazardous position, should one be available.

Unless such accommodations impose an undue hardship on the city. The city will engage in an interactive process with respect to an employee's request for a reasonable accommodation. *(Section Added 8/04/14)*

SECTION 14 – RESPECTFUL WORKPLACE POLICY

14.1 General

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 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.

14.2 Applicability

Maintaining a respectful work environment is a shared responsibility. This policy is applicable to all City personnel including regular, part-time, temporary employees, volunteers, firefighters, ambulance personnel, and City Council members.

14.3 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 department head 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 department head about the incident as soon as possible.

14.4 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, 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, or status with regard to public assistance.

Offensive behavior may include such actions as: rudeness, angry outbursts, inappropriate humor, vulgar obscenities, name calling, disrespectful language, or any other behavior regarded as offensive to a reasonable person. 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 department head 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 department head or the City Administrator.

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:

- 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.

14.5 Possession and Use of Dangerous Weapons

Possession or use of a dangerous weapon, defined as an object which, as used, may be anticipated to produce death or great bodily harm, is prohibited on City property, in City vehicles, or in any personal vehicle, which is being used for City business. This includes employees with valid permits 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.

14.6 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.

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 department head or City Administrator. The person to whom you speak is responsible for documenting the issues and for giving you a status report on the matter no later than ten business days after your report.

Step 1(c). In the case of violent behavior, all employees are required to report the incident immediately to their department head, City Administrator 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 Administrator.

Step 2. If, after what is considered to be a reasonable length of time (no longer than 30 days), you believe inadequate action is being taken to resolve your complaint/concern, the next step is to report the incident to the City Administrator or the Mayor.

14.7 Department Head'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 department head must report the allegations within two business days to the City Administrator, who will determine whether an investigation is warranted. A department head must act upon such a report even if requested otherwise by the victim. In situations other than sexual harassment and discriminatory behavior, department heads 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 department head may choose to handle the matter informally. The department head 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 department head must notify the City Administrator 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.

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

14.8 Special Reporting Requirements

When the department head is perceived to be the cause of a disrespectful workplace behavior incident, a report will be made to the City Administrator who will assume the responsibility for investigation and discipline.

If the City Administrator 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 Administrator 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 Administrator may at his/her discretion take appropriate action to protect the alleged victim, other employees, or citizens.

14.9 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).

14.10 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.

SECTION 15 – SEPARATION FROM SERVICE

15.1 Resignations

Employees wishing to leave the City service in good standing must provide a written resignation notice to their department head, 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.

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

15.2 Severance Pay

Employees who leave the employment of the City in good standing by retirement or resignation will receive pay for 100% of earned unused accrued PTO leave. Employees who do not leave the City in good standing are not eligible for PTO payout.

SECTION 16 – DISCIPLINE

16.1 General Policy

No employee who has successfully completed a six month probationary period shall be dismissed from a position except for just cause. Employees are subject to disciplinary action for failing to observe the conditions of employment contained in this policy for adopted departmental work rules. All disciplinary action shall be for cause and the employee may initiate the grievance procedure with respect to any disciplinary action which he/she believes to be unjust or disproportionate to the offense committed. Disciplinary action may consist of the following:

1. Verbal Reprimand – There is considerable verbal communication between a manager and their subordinates, some of which is in response to unfavorable performance. Not all of these discussions are necessarily considered disciplinary, however. If a supervisor intends for an oral warning to be formal discipline, they are encouraged to document the disciplinary action and place the document on file with that employee's Soft Documentation. Verbal reprimands are generally not documented in the employee's personnel file, if the discipline is documented in the employee's personnel file, there must be acknowledgement of the fact.
2. Written Reprimand – Written reprimands are more serious than verbal reprimands and normally follow oral reprimands when the problem is not corrected or the behavior is not consistently improved given a reasonable period of time for improvement. Serious infractions may require skipping either the verbal or written reprimand or both.
3. Suspension Without Pay – Employees may be suspended without pay for a reasonable period of time. During all suspensions, the employee shall surrender possession of any keys or any other means or rights to access City facilities. The employee shall be escorted by their supervisor from the facilities after surrendering access. An employee may be suspended from work pending an investigation into an allegation of misconduct. If the investigation is unfounded the employee shall be immediately reinstated, and compensated for the time during the suspension as though they had actually been working. If the allegation is substantiated all or a portion of the time during the suspension may be unpaid at the discretion of the employer, and/or other or additional disciplinary action may be taken against the employee.
4. Termination – Subject to state law on veterans preference and M.S. Sections 181.931-181.935, the City may dismiss an employee for substandard work performance, behavior not in keeping with City standards, or if in its judgment the employee is unsuited for employment with the City.

The above list of the types of discipline are not meant to imply a sequence of events.

The City recognizes the provisions of the Minnesota Veteran's Preference Act and that all provisions of said act govern all employees of the City who are eligible veterans insofar as disciplinary actions against said employee.

Any employee who appeals a disciplinary action under either the Minnesota Veteran's Preference Act or

collective bargaining agreement waives his/her rights to an appeal under the City grievance provision.

Section 16.2 Responsibility for Administering Corrective or Disciplinary Actions

The responsibility for initiating and administering disciplinary action other than termination is vested in the employee's immediate supervisor. Consultation is available from the Office of the City Attorney.

The responsibility for terminating an employee is vested in the Human Resources Coordinator with consultation from the Office of the City Attorney, and final approval of the Governing Body. +

Section 16.3 Causes for Corrective or Disciplinary or Dismissal Actions

Causes for initiating corrective or disciplinary action may result from violations of these Personnel Policies or Departmental Policies. Specific reasons for disciplinary action include, but are not limited to, the following examples:

1. Incompetency or inefficiency in the performance of duties;
2. Physical or mental incompetence;
3. Any use of intoxicating beverages or controlled substances while on duty
4. Charged with a felony or gross misdemeanor or conviction of a misdemeanor or greater crime that would directly relate to the employee's position with the City;
5. Willful misconduct or insubordination;
6. Carelessness and negligence in the handling or control of City property or the appropriation of City property for his/her own use without adequate payment thereof;
7. Discourteous, insulting, abusive or inflammatory conduct toward the public, a fellow employee or fellow employees;
8. Absence from duty without a just cause;
9. Acceptance of a gift under circumstances from which it could be inferred that the giver expected or hoped for preferred or favored treatment in an official or department matter;
10. Proven dishonesty in performance of duties;
11. Unexcused absences;
12. Chronic tardiness in reporting to work;
13. Willful violation of general City or departmental specific safety policies and health rules;
14. Improper reproduction or misuse of copyrighted computer software;
15. Theft, destruction, damaging, defacing or unauthorized use of City property or personal belongings of other City staff on City property;
16. Unauthorized use of tobacco;
17. Making or receiving personal phone calls of an excessive nature;
18. Failure to observe dress code standards;
19. Objectionable behavior/sexual harassment; 20. Breaches of confidentiality;
21. Sleeping on Duty.

Section 16.4 Procedure for Corrective, Disciplinary or Dismissal Actions

Prior to initiating disciplinary action, the initiator of the action shall meet with the employee to discuss the matter and to provide the employee with the opportunity to respond to the charges or present mitigating evidence. Employees shall be allowed to have one individual attend meetings regarding disciplinary actions of

written reprimand or greater to serve as their representative. The purpose for such individual attending the meeting shall be as a witness or observer only.

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Disciplinary action in the form of a written reprimand, suspension without pay or termination shall require a memorandum to the employee indicating the reason for the disciplinary action. The memo shall generally state the reason for the discipline along with a description of the events/problems that led to the disciplinary action. It shall describe actions taken by the supervisor to correct the problem, if applicable, including timetables or goals set for improvement. The memorandum will be given to the employee to sign acknowledging that they are receiving the discipline and that the memorandum is being placed in their personnel file. If the employee refuses to sign the memo, a third party should be asked to sign on the employee's behalf and witness that the employee is being provided a copy of the memo and that the original is being placed in their file. A copy shall be provided to the employee, who shall be given an opportunity to provide a written response to the reprimand, and shall be made a part of the letter of reprimand. It will indicate future disciplinary action that could result if the problem continues or related problems occur.

If an employee is being terminated, the Department Manager shall meet with the employee and serve the employee with a written notice of termination in the written format as provided by the City Attorney or Human Resource Coordinator. This notice shall include the specific reasons for the termination and the effective date of the termination. A copy of the dismissal notice shall be filed with the Human Resource Coordinator prior to the effective date of the dismissal. The employee shall surrender possession of all City property upon the effective date of the termination.

In situations requiring immediate action, the Department Manager, or his or her designee, shall suspend the employee pending final disciplinary action.

Section 16.5 Corrective and Disciplinary Action Limitations

An employee may not be corrected or disciplined more than once for a single specific act or violation, but he/she may be corrected or disciplined for each additional act or violation of the same or similar nature.

Section 16.6 Suspension of Employees Under Indictment

An employee who is charged with a felony may be indefinitely suspended without pay pending outcome of the action, including any appeal thereon.

If he/she is found not guilty of any offense, or if the conviction is reversed, he/she shall be restored to his/her position and granted full pay and service credit for the period of suspension.

Section 16.7 Expunction of Disciplinary Action

Any employee who has received a disciplinary action may submit a written request to the Human Resources Coordinator requesting that the action be expunged from his/her personnel file after a period

of two years of satisfactory performance. The Human Resources Coordinator shall then determine whether or not to expunge the disciplinary action.

SECTION 17 – GRIEVANCE PROCEDURE

17.1 General

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 department head within twenty-one (21) days after the alleged violation or dispute has occurred. If the employee grieving is a department head, then to grievance should be sent directly to the City Administrator (Step 2). The department head 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 Administrator within seven (7) days after the department head's response is due. The City Administrator or his/her designee will respond to the employee in writing within seven (7) calendar days.

Step 3: If the grievance has not been settled in accordance with Step 1 or 2, 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 ~~Administration~~ ~~Personnel~~ Committee within seven (7) days after the City Administrator's response is due. The Administration Committee will review the grievance and will make a recommendation to the City Council, which shall have final authority to resolve the grievance.

17.2 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. Pay increases or lack thereof; and
2. Merit pay awards.

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

SECTION 18 – EMPLOYEE EDUCATION & TRAINING

18.1 General

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.

Any terms within this section calling for approval of the City Administrator, in cases where the City Administrator is the employee requesting the education benefit shall require the approval of the City Council.

18.2 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.

Continuing Legal Education (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 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 department head and the City Administrator are responsible for determining job-relatedness and approving or disapproving training and conference attendance.

Job-Related Meetings

Attendance at professional meetings costing \$100 or less and are directly related to the performance of the employee's work responsibilities do not require the approval of the City Administrator. Advance department head approval is required to ensure adequate department coverage.

Request for Participation in Training & Conferences

The request for participation in a training session or conference must be submitted in writing to the employee's department head on the appropriate 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 \$100 must be approved by the employee's department head and the City Administrator. 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 at 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 Council.

Not to Exceed Figure

Payment of training and/or conference expenses must not exceed the budgeted amount per department per fiscal year, excluding travel and subsistence costs. Exceptions must receive approval by the City Council.

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.

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

18.3 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 Administrator is allowed, providing funds are available.

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

18.4 Travel & Meal Allowance

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 **due to a City vehicle not being available, and who do not receive a car allowance** will be reimbursed at the prevailing mileage rate as established by the allowable IRS rate for the current year.

Expenses for meals, including sales tax and gratuity, will be reimbursed according to this policy. No reimbursement will be made for alcoholic beverages.

18.5 Tuition Reimbursement

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 Administrator, 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). AND

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 for full-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 \$1,000 per year.~~

SECTION 19 – OUTSIDE EMPLOYMENT

The potential for conflicts of interest is lessened when individuals employed by the City of New Richland regard the City as their primary employment responsibility. All outside employment is to be reported to the employee's immediate department head. If a potential conflict exists based on this policy or any other consideration, the department head will consult with the City Administrator. Any City employee accepting employment in an outside position that is determined by the City Administrator 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.
- 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.
- Department heads may establish more specific policies as appropriate, subject to the approval of the City Administrator.

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.

SECTION 20 – DRUG FREE WORKPLACE

20.1 General Policy

This Drug and Alcohol Testing policy shall apply to all employees of the City of New Richland; including elected officials, city attorney, consultants and others rendering temporary professional services, and Advisory Groups. This policy also applies to all members of the Fire Department and Ambulance Services.

The City may request or require an employee or a job applicant to undergo drug and alcohol testing in accordance with Minn.Stat. §§ 181.950-181.957.

Section 20.1 Policy Statement

All employees are strictly prohibited from using, possessing, selling, or transferring drugs or alcohol while working or while on City premises or while operating City vehicles, machinery or equipment. New Richland Police Department employees or other employees assigned such work-related activities may be exempted from these activities listed above as assigned in the performance of the job under such policies and regulation as the chief of Police or Department Supervisor may impose in writing. "Drugs" are defined under Minn. Stat. § 152.01. Prescription drugs being administered under a physician's order are exempt from the statement above prohibiting use of drugs in the workplace as long as they are being used for the purpose prescribed and not given or sold to others.

Section 20.2 Definitions

1. Confirmatory Test/Confirmatory Retest – a drug and/or alcohol test completed on the sample that was positive on the initial screening test, and that uses a method of analysis under Minnesota Statute, as being reliable for providing specific data as to the drugs, alcohol or their metabolites.

2. Drug – a controlled substance as defined in Minnesota Statutes, Section 152.01, Subd. 4.
3. Initial Screening Test – a drug or alcohol test that can detect the presumptive presence of a drug, drug metabolite, or alcohol in a sample.
4. Positive Test Results – a finding of the presence of alcohol or drugs or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the testing programs authorized under Minnesota Statute.
5. Reasonable Suspicion – a basis for forming a belief based on specific facts and rational inferences drawn from those facts.
6. Safety Sensitive – a job, including any supervisory or management position, in which an impairment caused by drug or alcohol usage would threaten the health or safety of any person. Non-exhaustive examples of safety sensitive positions are where a brief lapse in judgment would endanger lives, such as a nurse or a driver/equipment operator or individuals who transport clients; a position that carries a firearm, such as a police officer.
7. Sample – a body component sample, i.e.: urine, blood and/or breath, that is appropriate for drug and alcohol testing.
8. Valid Medical Reason – (1) a written prescription, or an oral prescription reduced to writing, which satisfies the requisites of Minnesota Statutes Section 152.11, and names the applicant or employee as the person for whose use the prescription is intended; and (2) the drug was prescribed, administered and dispensed in the course of professional practice by or under the direction and supervision of a licensed doctor, as described in Minnesota Statutes Section 152.12 and (3) the drug was used in accordance with the terms of the prescription.

Section 20.3 Types of Testing

1. Job Applicants – The City may make an offer of employment to a prospective employee conditional upon the passing of a drug test, if required.
2. Reasonable Suspicion Testing – The City may require an employee to undergo drug and alcohol testing if the City has a reasonable suspicion of alcohol or drug use and when:
 - a. The employee is reported by a supervisor, co-worker, or member of the public to be under the influence of drugs or alcohol while involved in work-related activities.
 - b. The employee has violated provision of the City's policy regarding the use, possession, sale, or transfer of drugs or alcohol while the employee is working or on City premises or operating City equipment.
 - c. Suspicious behavior has resulted in a personal injury to the employee or injury to another employee, client, or citizen while involved in work-related activities, or

- d. Suspicious behavior has resulted in a work-related accident as defined which may include:

Near Miss – Accident or incident which did not result in bodily injury to an employee or property loss to the City, but had a potential of severe injury, fatality, major property loss, or major liability claim.

Hazard – Situation which could result in potential harm or injury to persons or property.

Incident – Occurrences, including injuries or suspected injuries and/or property damage that may result in liability to the City. This category includes claims presented by the general public.

City-Owned Vehicle Accident – Accident involving a City-owned or leased vehicle operated by a City employee.

City Property Loss – City property loss or damage caused by fire, theft, vandalism, weather, etc. This includes: vehicles, building, equipment and tools.

3. Treatment Program Testing – Any employee who has been referred by the City for chemical dependency evaluation or treatment or who is participating in such a treatment program may be required to undergo drug or alcohol testing during the evaluation or treatment period, and for two (2) years after completion of treatment. Nor prior notice of testing need be given to the employee.

Section 20.4 Testing Procedures

1. In most cases, samples taken for drug testing will involve the taking of urine for analysis.
2. All drug and alcohol testing will be conducted by the official City designated laboratory in compliance with Minnesota State Law.
3. Prior to testing, the employee or job applicant will complete a form which indicates that the employee or applicant has seen the City's testing policy and the sample collection site will request information relevant to the reliability of the test, including medications being taken.
4. Within three (3) working days of receiving the test results, the City will inform, in writing, the employee or job applicant of the results.
5. The employee may request from the City a copy of the actual test result report.
6. If an initial test produces a positive result, the City may direct the laboratory to run a confirmatory test of the original sample.

7. An employee or applicant may request a confirmatory retest of the original sample, at the expense of the employee or applicant.
8. If an employee or applicant intends to obtain a confirmatory retest, the employee or applicant must so notify the City in writing within five (5) working days of receipt by the employee or applicant of the positive confirmatory test result. Within three (3) working days of receiving this notice, the City will notify the laboratory to retest the original sample.
9. Chain of custody – All samples will be taken at the City-designated collection site or clinic using generally accepted medical practices. Collection kits, sample identification, transferring of samples from the collection site to the testing laboratory and testing procedures will be in accordance with those prescribed the testing laboratory as defined by Minn.Stat. § 181.953.

Section 20.5 Rights of Employees and Job Applicants

1. Any job applicant may refuse to undergo testing. If a job applicant refuses to undergo testing, the applicant conditional offer of employment will be withdrawn.

If required by the City, any employee who refuses to undergo testing will be charged with insubordination and subject to disciplinary action including dismissal unless the employee can prove to the satisfaction of the City that there are extenuating circumstances.

A refusal to undergo a blood test based on religious grounds shall not be deemed a refusal unless the individual also refused to provide a urine sample to be tested for drugs and alcohol. Attempts to delay the taking of the test, or failure to take the test at the appointed time and place designated by the City will be considered a refusal to test.

2. Any employee or job applicant may submit to the City any information to explain a positive confirmatory test result.
3. The employee or job applicant may request a copy of the test result report from the City.
4. Any employee or job applicant may request a confirmatory retest of the original sample at the expense of the employee or job applicant.
5. If possible and if time permits, a supervisor may discuss the employee's behavior or cause of suspicion of alcohol or drug use with another supervisor prior to requiring the employee to undergo a drug or alcohol test.
6. No retaliation will occur against any employee who reports another employee for suspicion of alcohol or drug use on the job when behavior or other actions support such a suspicion.

Section 20.6 Personnel Actions(s) Resulting From Positive Test Result

1. No adverse personnel action will be taken on the basis of a positive test result on an initial screening test unless the positive result is verified by a confirmatory test.
2. Where there has been a positive test result in a confirmatory test or in any confirmatory retest requested by the applicant or employee, the City of New Richland will take the following action unless the applicant or employee has furnished a valid medical reason for the positive test result.
 - a. An applicant who is a finalist for a position with the City will be disqualified from further consideration for the conditionally offered position.
 - b. An employee with a positive test result on the first occurrence may be disciplined but not discharged and will be referred for an evaluation by a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency. If the evaluation determines that the employee has a chemical dependency problem, the City will give the employee an opportunity to participate in an appropriate drug or alcohol treatment (counseling or rehabilitation) program, at the employee's own expense or pursuant to coverage under an employee benefit plan.

Where the employee has a positive test result within two years following completion of an employer-referred treatment program, the City may take whatever disciplinary action, including discharge, if deemed appropriate.

If the employee either refuses to participate in the counseling or rehabilitation program, or fails to successfully complete the program, as evidenced by withdrawal from the program before its completion or by poor attendance or a lack of active participation (as determined by treatment program staff) during the program, the City may take whatever disciplinary action, including discharge, deemed appropriate. If the employee is not discharged, the employee will be subject to, without prior notice, testing for a period of two (2) years pursuant to this policy.

Notwithstanding any other provision herein, the City Administrator, after consultation with the City Attorney, may temporarily suspend, with or without pay, or reassign an employee to another position pending the outcome of a confirmatory test, and any confirmatory retest if requested by the employee provided the City Administrator and City Attorney believes such action is in the best interest of the City.

Notwithstanding any other provisions herein, an employee may be disciplined or discharged from employment for conduct which is a violation of the City Personnel Policies and regulations even though the conduct was associated with a violation of this policy.

Section 20.7 Appeals Procedures

Disciplinary actions taken pursuant to this drug and alcohol testing policy are appealable pursuant to the procedures established in the City of New Richland Personnel Policy or any applicable collective bargaining agreement. Veterans shall be treated in accordance with Minnesota Statutes 197.46.

Section 20.8 Policy Exceptions

Nothing in this policy limits or restricts the right of the City to discipline or discharge an employee for conduct which violates the City of New Richland Personnel Policy or departmental policy work rules that are consistent with the Personnel Policy.

Nothing in this policy limits or restricts the right of the City to establish, or negotiate where required other provision which are in compliance with State and Federal statutes or requirements.

Section 20.9 Data Practices

Pursuant to M.S. 181.954, drug testing data collected is private data on individuals and will only be disclosed subject to the provision of the Minnesota Data Practices Act.

Section 20.10 Test Reports

Test reports shall be retained on file in the Confidential Medical Files in the office of the City Administrator.

Section 20.11 Supplemental Policies

City departments may promulgate supplemental policies which are not in conflict with this policy, including prohibiting the use or consumption of alcohol and/or controlled substances within a specified time period before the commencement of work. Such policies shall be restricted to employees involved in sensitive security, treatment, or equipment operation and written notice must be disseminated to all affected employees.

SECTION 21 – VEHICLE USE POLICY

21.1 Purpose & Need

The purpose of this policy is to establish responsibility and authority for vehicle use and operation.

21.2 City Use of Personal Vehicles

All employees of the City will be paid mileage for use of their personal vehicles and reimbursed for all related legal parking costs while conducting official City business. The mileage rate will be that as set by the IRS. However, employees are ~~encouraged~~ **required** to use available City vehicles whenever possible while conducting official City business.

City vehicles shall be used only under these circumstances:

- City vehicles shall be used for official City business only. Employees and/or agents who are authorized to use a City vehicle are prohibited from using vehicles for personal purposes.
- Only authorized City employees and/or agents are allowed in City vehicles unless the use is for authorized official City business.
- All individuals driving any City vehicle shall have on their person a current valid driver's license of the class appropriate for the vehicle being driven.
- All appropriate reports/forms must be completed and given to the City Administrator whenever a vehicle is involved in an accident, as well as being reported to the Police Department.
- It is the responsibility of all employees and or/agents to report policy/procedure abuse to the appropriate authority.
- All vehicle use after regular work hours needs to be granted by the City Administrator.

This criterion does not apply to employees and/or agents whose job requires response to a fire scene, crime scene or other situation which threatens human life (primary emergency response.)

Normal personal commuting mileage from home to work or work to home is not reimbursable.

21.3 Emergency Response

The use of private vehicles to respond to the scene of an emergency, including fire and ambulance calls, should be avoided at all times. All employees and/or agents whose job requires response to a fire scene, ambulance call, crime scene or other situation which threatens human life (primary emergency response), shall do so while in a City of New Richland emergency vehicle. All State of Minnesota traffic laws shall be followed for any emergency responder traveling to the station in their private vehicle to mount up on an emergency vehicle.

Notwithstanding the above, it is understood the City firefighters and ambulance crew members can and will in various circumstances need to take personal vehicles out to fire scenes and use their vehicles for skywatch purposes.

21.4 Driving Policy

This policy applies to all employees who drive a vehicle on city business at least once per month, whether driving a city-owned vehicle or their own personal vehicle. It also applies to employees who drive less frequently but whose ability to drive is essential to their job due to the emergency nature of the job. 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 will examine driving records once per year 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.

21.5 Seat belts

The City recognizes that seat belts are extremely effective in preventing injuries and loss of life. The City cares about its employees and wants to make sure that no one is injured or killed in a tragedy that could have been prevented by the use of seat belts. Therefore, all employees of the City must wear seat belts when operating a city-owned vehicle, or any vehicle on city business; and all occupants are to wear seat belts or, where appropriate, child restraints when riding in a city-owned vehicle, or in a personal vehicle being used for city business.

SECTION 22 – CELLULAR PHONE AND MOBILE ELECTRONIC DEVICES

22.1 Personal Cell Phone/Mobile Device Stipend

A stipend may be provided for employee-owned devices that are purchased by the employee and used for City business. Business necessity includes meeting customer or client service expectations in a timely fashion, the need for immediate communication with department staff or others where employee job requirements take employee outside of primary work area, or if job duties support 24x7 business infrastructure and require immediate response(s) to urgent communication needs.

The employee receiving a stipend must make the phone number available to his or her supervisor, emergency contacts and Emergency Operations Plan (EOP) call list, if the employee is a designated EOP contact. The employee acknowledges his/her personal device phone number may be published for official city business, but it should be determined by the employee's department policy.

Non-exempt employees should have no expectation of overtime or comp time for checking emails or accessing City systems after non-work hours. The City of New Richland has no general expectation for employees to check or respond to emails during non-work hours, unless explicitly required by the employee's department.

Employees receiving a stipend for a communications device are responsible for ensuring the device is in good working order. The City is not responsible for upkeep, support or replacement of personal devices that are used for City business. Employees are responsible for all of the costs associated with the cell plan they choose. For example, lost or stolen phones, phones that break or quit working, plan penalties, activation fees, excess charges, etc. are all the responsibility of the employee. The City of New Richland is only responsible for the approved cell phone/mobile device stipend.

In the event a personal cell phone breaks, quits working, or is lost/stolen, the employee must notify their department head or the City Administrator. If the employee is without a cell phone for more than one week, the City will suspend payment of the cellular phone allowance until a replacement phone has been obtained and activated.

IT support will be limited to instructions for the employee on how to sync email, schedules and tasks (if available) and use of City-supplied security products (if available). ~~Each device syncing with City communications systems requires a Client Access License to be procured by the City.~~ The City assumes no liability for any direct or indirect damages arising from the user's use of personal phone. The City is not responsible for any lost personal data.

22.2 Personal Cell Phones at Work

Employees should make every effort to assure that their personal cell phone is not disruptive to coworkers during work hours or interferes with the employee completing their own work.

SECTION 23 – COMPUTER USE POLICY

23.1 Purpose

This policy serves to protect the security and integrity of the City's electronic communication and information systems by educating employees about appropriate and safe use of available technology resources.

The City reserves the right to inspect any data, e-mails, social media content, files, settings or any other aspect of a City-owned computer or related system, and will do so on an as-needed basis as determined by the City Administrator.

All employees are responsible for reading and following information that may be distributed from time-to-time by the City Administrator about appropriate precautions to protect City systems.

An employee who violates these policies may be subject to disciplinary action including revocation of certain system privileges or termination.

23.2 Personal Use

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

- Only City employees may use city-owned equipment. Family members or friends of employees are not allowed to use city equipment or technology resources.
- Personal use must take place during non-work hours (breaks, lunch hour, before or after work). Personal use should never preempt work use.
- Reasonable use of City e-mail systems for personal correspondence is allowable, provided it does not interfere with an employee's normal work and is consistent with all provisions in this policy. Employees should treat this privilege as they would the ability to make personal phone calls during work hours.
- Reasonable use of the City's access to the Internet for personal reasons is allowable, provided it does not interfere with an employee's normal work and is consistent with all provisions in this policy.
- If employees want to use or connect their own peripheral tools or equipment to City-owned systems (such as digital cameras, PDAs, disks, cell phones, mp3 players or flash cards.), they must have prior approval from the City administrator and must follow proper procedures to make sure the City's computer is secure.
- 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 exceed 50 MB. At no time may personal files that contain copyright material, such as mp3 files or photos, be stored on the city computer system. The City may inspect any data or information stored on its equipment, even if the information is personal to the employee.
- Use of City equipment or technology for personal business interests, for-profit ventures, political activities or other uses deemed by the city administrator to be inconsistent with City activities is not allowed. If there is any question about whether a use is appropriate it should be forwarded to the City Administrator for a determination.

23.3 Software, hardware, games and screen savers

In general, all software and hardware required for an employee to perform his or her job functions will be provided by the City. Requests for new or different equipment or software should be made to your supervisor or directly to the City Administrator. The following is approved software that may be downloaded by employees without prior approval:

1. Microsoft updates as provided in automatic updates to the user
2. Anti-virus updates as provided in automatic updates to the user
3. Microsoft clipart and photo files contained on the site www.microsoft.com
4. Adobe Reader

Unapproved software or downloads (free or purchased), hardware, games, screen savers, toolbars, clipart, music and movie clips, other equipment, software or downloads that have not been specifically

approved by the City Administrator may compromise the integrity of the City's computers and are prohibited.

The City Administrator may without notice remove any unauthorized programs or software, equipment, downloads, or other resources if they could harm City systems or technology performance.

If there is any question about whether software or hardware, downloads, etc. are appropriate, it should be forwarded to the City Administrator for a determination.

23.4 Electronic mail

The City provides employees with an e-mail address for work-related use. Some personal use of the City 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.

An employee's personal e-mail (and other personal documents) may be considered "public" data and may not be protected by privacy laws. Personal e-mail may also be monitored as directed by the city administrator and without notice to the employee. Employees should not expect privacy in any activity conducted on a city-owned computer.

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 email that you would not want your boss or other employees to read, or that you'd be embarrassed to see in the newspaper.
- Do not correspond by e-mail on confidential communications (e.g. letters of reprimand, correspondence with attorneys, medical information).
- 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 gossip or include personal information about yourself or others in an e-mail.
- 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 email.
- All emails must comply with all city policies, including those related to respectful workplace, harassment prevention, and workplace violence.
- Do not curse or use swear words in an e-mail.

23.5 Instant Messaging

The City does not provide employees with resources or tools to communicate by Instant Messaging (IM) when conducting city business. Employees are not allowed to use IM as a mechanism for personal communication on the City's computer or when using city equipment, and are not allowed to download or install any IM software on their City computer.

23.6 Social Media

When using social media to support official city business in accordance with job duties (city's Facebook or Twitter account, etc.), individuals should clearly identify themselves as connected to the City. Personal use of social media by city staff – whether about the city or not, and whether positive or negative – will reflect on the city as a whole. Personal use of media should not violate any city policies already in existence, such as those on harassment prevention and data privacy.

23.7 Storing and transferring documents

Electronic documents, including e-mails, electronic communication and business-related materials created on an employee's home or personal computer, should be stored on a City's computer in accordance with City records retention policies and the Minnesota Data Practices Act. The following are some general guidelines that may be useful to consider:

- Electronic communication that is simple correspondence and not an official record of City business should be deleted as soon as possible and should not be retained by employees for more than three months.
- Electronic communication that constitutes an official record of City business must be kept in accordance with all records retention requirements and should be copied to appropriate computer 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 a City's computer files.
- Documents or electronic communication that may be classified as protected or private information under data practices requirements should be stored separately from all other materials.

If you are unsure whether an electronic communication or other document is a government record for purposes of records retention laws, or is considered protected or private under data practices, check with your department head or the City Administrator. If you are unsure how to create an appropriate file structure for saving and storing electronic information, contact the City Administrator.

Transferring data and documents between computer systems requires information to be stored on a floppy disk, CD-ROM, flash or USB drive, or other storage media. These items can also be used to transmit computer viruses or other items harmful to a city owned computer.

Anti-virus software should be installed and updated frequently on each city-owned computer to protect against these threats by automatically scanning storage media for viruses and similar concerns.

23.8 Internet

The City provides Internet access for employees for work on City business. Employees may use this access for work-related matters in a professional manner.

Occasional personal use of the Internet is acceptable within the bounds of all City policies. 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.
- Internet use during work hours must be limited to subjects directly relating to an employee's job duties.
- Personal use of the Internet during non-work hours (breaks, lunch hour, before or after work) is permitted. However, 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, or in manners that otherwise violate city policies related to respectful workplace, data privacy, and harassment prevention. This prohibition includes information on social media sites such as Facebook and MySpace, blogs and microblogs such as Twitter. If you are unsure whether a site may include inappropriate information, you should not visit it.
- No software or files may be downloaded from the Internet unless approved in advance by your supervisor or the city administrator. This includes but is not limited to free software or downloads, maps, weather information, toolbars, music or photo files, clipart, screensavers and games.
- 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 administrator

23.9 Passwords and physical security of equipment

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

- Your passwords should not be shared or told to other staff. If it is necessary to access an employee's computer when he or she is absent, contact the City Administrator
- 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.

Because technology equipment is generally small and portable, employees should use caution when leaving equipment unattended. Do not leave city computer equipment in an unlocked vehicle or unattended at any off-site facility (gas station, restaurant, etc.). If your office or desk area is in a hightraffic public area, check with the technology department about appropriate security measures.

23.10 Notice of computer problems

Employees are responsible for notifying the City Administrator about computer problems or odd computer behavior. Small problems may indicate a more serious computer issue, so employees should err on the side of caution when deciding whether or not to raise a question or concern.

SECTION 24 – SAFETY

24.1 General

The health and safety of each employee of the City and the prevention of occupational injuries and illnesses are of primary importance to the City. To the greatest degree possible, the City will maintain an environment free from unnecessary hazards and will establish safety policies and procedures for each department. Adherence to these policies is the responsibility of each employee. Overall administration of this policy is the responsibility of each department head.

24.2 Reporting Accidents and Illnesses

Both Minnesota Worker's Compensation laws and the state and federal Occupational Safety and Health Acts require that all on the job injuries and illnesses be reported as soon as possible by the employee, or on behalf of the injured or ill employee, to his/her supervisor. The employee's department head is required to complete a First Report of Injury and any other forms that may be necessary related to an injury or illness on the job.

24.3 Exposure to Hazardous Substances

Any employee routinely exposed to hazardous substances or infectious agents as defined in the "Minnesota Employee Right to Know Act of 1983" (Laws 1983, Chapter 316, Minnesota Statutes 182.65 - 182.675), and any laws amending or replacing such laws, will be trained before being assigned or reassigned to work which exposes the employee to such substances or agents, and shall be given training as needed thereafter. Training shall include an explanation of how and where information about hazards is stored in the workplace, how the hazards are labeled, and where to obtain specific information.

The department head shall provide for such training and for compliance with the "Minnesota Employee Right to Know Act of 1983", including the establishment of specific policies to ensure compliance with the state law and regulations. An employee acting in good faith has the right to refuse to work under conditions which the employee reasonably believes present an imminent danger of death or serious physical harm to the employee.

24.4 Safety Equipment

The conditions of employment for some City employees require the use of certain safety equipment. Where such equipment is required, it shall be the policy of the City to furnish items as follows:

- If safety glasses are required, the City will provide them. The City will only contribute toward the purchase of one set of glasses per employee, unless the glasses are destroyed by a workplace accident.
- The City will provide hard hats, safety vest, or other equipment deemed necessary by the Administrator.
- If special protection apparatus or special hearing or facial protectors are required in order to operate City equipment, they will be provided by the City.

When safety equipment is required by federal, state, or local rules or regulations, it shall be a condition of employment that such equipment be worn by the employee. Failure to comply with these provisions will be grounds for disciplinary action.

24.5 Unsafe Behavior

Department heads are authorized to send an employee home immediately when the employee's behavior violates the City's personnel policies, department policies, or creates a potential health or safety issue for the employee or others.

SECTION 25 – DATA PRIVACY AND EMPLOYEE RECORDS

25.1 Minnesota Data Practice Act

The City of New Richland complies with the MN Data Practices Act which governs what information is public and what is confidential. Public information shall be made available to the public upon request within a reasonable time and during regular business hours. Documents and records not specified by law as public will not be shared with any outside person or agency without the employee's informed consent or a valid court order. The Federal Equal Opportunity Commission and the MN Department of Human Rights may be authorized by federal or state law to receive private information in order to investigate specific complaints of employment discrimination. Personnel data may be given to labor organizations to the extent necessary to conduct elections, and to implement the Public Employees Labor Relations Act and well as to the Bureau of Mediation Services, when it so orders. Unless the law provides to the contrary, an employee may review their personnel file.

25.2 Right of Access

Employee personnel files are open for inspection and review during office hours. Public data on individuals is data, which, by statute, shall be accessible to the public. Public data is that which is listed in the MN Data Practices Act. All other data is private and is not accessible to the public, but is accessible to the subject employee and the City Administrator.

25.3 Employee Records

Records containing information pertinent to this employment will be maintained for all employees and will be available at any time for their own review in accordance with the Minnesota Government Data Practices Act.

Information is used to administer employee salary and benefit programs, process payroll, complete state and federal reports, record performance, etc.

No piece of information is retained unless required for a specific purpose. Employees have the right to know exactly what data is retained, where it is kept, and how it is used. All employee data will be received, retained and disseminated according to the Minnesota Government Data Practices Act.

25.4 Records Retention

The City of New Richland will dispose of records under Minnesota Statutes section 138.17, or any law amending or replacing that law; and has adopted the "Minnesota General Records Retention Schedule for Cities" and its subsequent revisions.

SECTION 26 – COMMUNICATIONS POLICY

26.1 Purpose

The City of New Richland strives to provide the public accurate and timely information, communicated in a professional manner, and in accordance with the laws regarding public information and data practices. This policy provides guidelines for all external communications from the City using various mediums including:

- Printed materials such as newsletters, articles, and brochures;
- Electronic materials such as email, postings to web sites and social media sites;
- Media relations such as requests for interviews, new releases, and media inquiries.

The City also recognizes that employees may sometimes comment on city matters outside of their official role as an employee of the City of New Richland. Therefore, this policy also provides guidelines for employees when communicating as a private citizen on matters pertaining to city business.

26.2 General Guidelines for All Communications (Official & Personal)

All city employees have a responsibility to help communicate accurate and timely information to the public in a professional manner. Any employee who identifies a mistake in reporting should bring the error to the City Administrator or Department Head. 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. Employees must follow all city policies that may apply. Examples of relevant policies include:

- **Technology and Computer Use Policy (Section 23).** For example, city employees may use city technology for personal reasons on a limited basis provided it doesn't interfere with normal work. The City reserves the right to inspect any electronic data made by a city-owned computer or related system. This policy should be reviewed and complied with in full.
- **Respectful Workplace Policy (Section 14).** For example, employees cannot publish information that is discriminatory, harassing, threatening, or sexually explicit. This policy should be reviewed and complied with in full.
- **Data Practices Policy (Section 25).** For example, employees cannot disclose private or confidential information and must route data practices requests to the responsible authority. This policy should be reviewed and complied with in full.
- **Political Activity Policy (Section 2.13).** For example, employees cannot use city resources to participate in personal political activity while on city time or while discharging city responsibilities. No employee may act in a manner that suggests that the City either supports a particular candidate or political issue, or endorses the personal political opinions of the employee. This policy should be reviewed and complied with in full.

26.3 Additional Guidelines for Official City Communications

All city employees have a responsibility to help communicate accurate and timely information to the public in a professional manner. All staff is responsible for communicating basic and routine information to the public in relation to their specific job duties. Requests for private data or information outside of the scope of an individual's job duties should be routed to the appropriate department head or to the City Administrator. Any employee who identifies a mistake in reporting should bring the error to the City

Administrator or other appropriate staff. 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.

News/Media Releases

With the exception of routine events and basic information that is readily available to the public, all news releases and requests for interviews or information from the media concerning municipal affairs are to be routed through the City Administrator. No City employee is authorized to speak on behalf of the City without prior authorization from the City Administrator or his/her designee. Media requests include anything intended to be published or viewable to others in some form such as television, radio, newspapers, newsletters, and web sites. 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 Administrator 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 you are unsure if it is a "routine" question, forward the request to the City Administrator. 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 he/she can."
3. Ask the media representative's name, questions, deadline, and contact information.

Communicating on Behalf of the City

When/if the City Administrator 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 clearly be connected to the City and approved by the City Administrator.
- All information must be respectful, professional and truthful. Corrections must be issued when needed.
- Personal opinions generally don't belong in official city statements. One exception is communication related to promoting a city service. For example, if an employee posted on the City's Facebook page, "My Family visited Sportsman's Park this weekend and really enjoyed the new playground". Employees who have been approved to use social media sites on behalf of the City should seek assistance from the City Administrator on this topic.
- Employees need to notify the City Administrator 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 data practices act.

26.4 Additional Guidelines for Personal Communications

It is important for 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 person communications including various forms such as social media (Facebook, Twitter, blogs, YouTube, etc.), letters to the editor of newspapers, and personal endorsements.

- Remember that what you write 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 that you would not want your boss or other employees to read, or that you would be embarrassed to see in the newspaper.

- The City of New Richland expects its employees to be truthful, courteous and respectful towards supervisors, co-workers, citizens, customers and other persons associated with the City. Do not engage in name-calling or personal attacks.

- If you publish something related to city business, identify yourself and use a disclaimer such as,

“I am an employee of the City of New Richland. However, these are my own opinions and do not represent those of the City of New Richland.”

- City resources, working time, or official city positions cannot be used for personal profit or business interests, or to participate in personal political activity. For example, a building inspector could not use the city’s logo, email, or working time to promote his/her side business as a plumber.

- Public Safety Officials (Police, Fire, Ambulance, etc.) are encouraged not to post pictures of or comment on accidents and/or accident scenes on social media websites, because the posting of such pictures and/or commenting may violate the City’s Data Practices Policy.

- Personal social media account names or email name should not be tied to the City (e.g. CityofNew Richland.Com).

SECTION 27--FIRE DEPARTMENT

27.1 – Insert Fire Department Articles and Constitution?

SECTION 28--AMBULANCE SERVICE

28.1 – Insert Ambulance Policy Manual?

SECTION 29 – POLICE DEPARTMENT

29.1 – The police department maintains their own separate policy manual that is fluid and constantly changing with case law, best practices and policies that are required by state and federal agencies. Their policy manual is contracted with Lexipol and is recognized as being part of the policy manual for the City of New Richland.

I, _____, an employee of
the City of New Richland, Minnesota do hereby state that I have received and read a copy of
the Personnel Policy Handbook.

Date Employed

Employee Signature

Date

City of New Richland

Transition from Vacation & Sick time to PTO

Paid Time Off

The new Paid Time Off (PTO) plan combines all your vacation, and sick under the current plan into a single plan, called PTO. This plan will replace the current City policies which provide you with a fixed number of days for each type of paid leave. The goal for the PTO policy to go into effect is January 1, 2023.

Flexibility

Under the PTO plan, all of your days off are considered your personal days to use as you see fit.

It is a continuing objective of the City of New Richland to provide equity, consistency, and flexibility in the delivery of all benefit plans to City staff. Where appropriate, certain benefits have also been designed to incorporate employee tenure to recognize and reward loyal service to the city. These considerations are particularly significant in the accrual, utilization, and administration of PTO.

The change to PTO is consistent with the City's objective to provided equity, consistency, and flexibility in the delivery of paid time off benefits to all eligible City staff. It is also consistent with New Richland's effort to enhance its position as a preferred employer. It is the City's belief that balanced and flexible plans like this one are the best way to attract and retain valued employees.

PTO can be used for any purpose, and is subject only to normal, nonintrusive request and approval procedures. This is to ensure that the city customer service and work requirements are met and not adversely impacted.

PTO will mean changes for everyone. How the plan affects you depends on your individual situation.

When designing this plan, the overall goals for the policy were:

- Staff did not lose their accruals
- Eligible staff do not lose any severance they are currently entitled to
- Find solutions to help manage accruals
- Find ways to reward longevity and tenure

Below is a list of the highlights and features of the new PTO plan:

Flexibility – the plan allows you to use your days off as you see fit, subject only to normal request and approval procedures. More friendly to the untraditional or extended family situation

More consistent – no subjective supervisory decisions on what is “too sick to work” or who qualifies as “immediate family”

No waiting period – you can take time off as soon as you earn it – there is no waiting period for using this benefit!

Automated tracking – like the current plan, time is automated and tracked through payroll. So your PTO balance will continue to appear on your paycheck just like vacation and sick leave did previously.

Extended illness bank – the PTO plan features and ESLB benefit that can be accessed for absences due to illness, injury, disability, exposure to contagious disease, or the necessity of medical or dental care of the employee or family members. This helps to preserve your PTO balance so that you can continue to use it for other personal reasons.

Recognition of long-term service – you will continue to earn additional flexible time off benefits as your length of service with the city increases, up to 35 days per year!

Holidays remain separate from PTO – you will continue to receive paid time off for holidays, in addition to your PTO

Funeral leave remains separate from PTO – you will continue to receive paid time off for funeral leaves, in addition to your PTO

Termination benefits – upon separation of City employment, employees who leave the City in good standing by providing adequate notice are entitled to payment for accrued and unused PTO at the rate of pay on their last paid date.

Transition to PTO

Effective 1/1/2023

Vacation Leave

All unused vacation balances as of the last payroll in 2022 shall be converted hour for hour to PTO accounts

Sick Leave Bank

An additional feature of the PTO plan is the Extended Sick Leave Bank (ESLB).

Unused sick leave balances as of the last payroll in 2022 shall be converted at a rate of ½ to PTO and ½ to ESLB. You will not accrue additional ESLB time once the conversion has taken place.

Example: 100 hours in sick balance. Upon conversion – 50 hours PTO / 50 hours ESLB

Usage of EIB

Upon utilizing 3 PTO days for an absence of extended medical time off, you may use your EIB for the remaining consecutive days. For each separate occurrence, you must use 3 PTO days prior to accessing your EIB. Once your ESLB is exhausted, the benefit will expire.

City of New Richland – Current

<u>Years of Service</u>	<u>Vacation</u>	<u>Sick</u>	<u>Total</u>
1-5 Years	12 Days	12 Days	24 Days
6-10 Years	15 Days	12 Days	27 Days
11-15 Years	18 Days	12 Days	30 Days
16-25 Years	21 Days	12 Days	33 Days
26+ Years	24 Days	12 Days	36 Days

City of New Richland – Proposed PTO

<u>Years of Service</u>	<u>PTO</u>	<u>Max Accrual</u>
0-2 Years	18 Days	36 Days
3-6 Years	24 Days	48 Days
7-15 Years	28 Days	56 Days
16 Years +	34 Days	60 Days



City Administrator's Report

May 23rd, 2022 Council Meeting

Continue weekly staff meetings for communication/coordination

Met with the NRHEG Schools with Chief Knudtson, and Eric Hendrickson to address upcoming events for Farm and City Days as well as discuss initiatives and projects with shared interest

Worked with ABDO to finish posting the remaining payrolls from March into fund accounting so that the bank reconciliation could be completed

Put the finishing touches on the logo contest and posted to the City of New Richland website and social media. Shared information with NRHEG Art Department. Already received 1 submission.

Completed the 1st draft on the new employee policy manual and transition to PTO in preparation for classification/compensation study and contract negotiations

In-person meeting with Coordinated Business systems in regard to Smart Search/Global Search

Setup a meeting with David Drown Associates to have a conversation about classification and compensation studies

Worked with USDA on siren grant information

Beginning to draft information for labor negotiations with PD Union