

**CITY OF CHATFIELD COMMON COUNCIL**  
**AGENDA**  
**Council Chambers, Thurber Building, 21 Second Street SE**  
**December 11, 2023, 7:00 P.M**

- I. City Council Meeting, Monday, December 11, 2023, 7:00 p.m. City Council Chambers
  - a. Approve Agenda – Additions or Corrections
  - b. Consent Agenda:
    - i. Approve of minutes November 27, 2023.
    - ii. Approve payment of claims.
    - iii. Approve Resolution 2023-15 Establishing Polling Location
    - iv. Taylor – EMT Resignation
    - v. CCTV Vehicle Disposal
    - vi. Fire Department Resignation – Erickson
    - vii. Resolution 2023-25 Appointing Fire Department Officers for 2024
    - viii. Contract for Consulting Services, Seasonal Event Coordinator Lueck
  - c. Truth in Taxation for the 2024 Budget Public Hearing**
    - i. 2024 Fee Schedule
    - ii. Resolution 2023-16 Approving the 2024 Final Tax Levy and Budget
  - d. Public Hearing for Hilltop Estates Fourth Subdivision Final Plat**
    - i. Preliminary Plat Resolution 2023-27
    - ii. Final Plat Resolution 2023-28
    - iii. Development Agreement
  - e. City Engineer’s Report – Craig Britton:
    - i. Amendment for Steel roofing Resolution 2023-29
    - ii. Building Inspection
    - iii. Pay Application #5 Griffin Construction
  - f. EDA – Director Chris Giesen
    - i. Memorandum of Understanding – TMO
    - ii. Resolution 2023-26 to approve TMO Contract with State of MN
    - iii. New home development assistance program
  - g. Fire Department – Luke Thieke
    - i. Memorandum of Understanding 2024 AFG Grant
    - ii. Resolution 2023-24 Authorizing Assistance to Firefighters Grant
    - iii. Equipment Improvement
  - h. Finance Policy – First Review (Kay Wangen)
  - i. Committee Reports:
    - i. Personnel-Budget Committee
    - ii. Public Works Committee
  - j. Mayor’s Report
  - k. City Administrator’s Report – Michele Peterson
    - i. Personnel Policy
    - ii. Data Practices Policy
  - l. Roundtable
  - m. Adjourn
  - n. Meeting Notices:
    - i. Personnel-Budget Committee (Councilors Novotny and Urban) 4:30 p.m., Monday, December 11, 2023
    - ii. Public Works Committee (Councilors Novotny and Urban) 5:30 p.m., Monday, December 11, 2023

**CITY OF CHATFIELD  
COMMON COUNCIL  
MEETING MINUTES**

**Monday, November 27, 2023**

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The Common Council of the City of Chatfield met in regular session on Monday, November 27, 2023. Mayor John McBroom presided and called the regular meeting to order at 7:00 PM

**Members Present:** Councilor Josh Broadwater, Mayor John McBroom, Councilor Dave Frank, and Councilor Pam Bluhm.

**Members absent:** Councilor Paul Novotny, and Councilor Mike Urban.

**Others Present:** Karen Reisner, Andy O'Connor, Craig Britton, Fred Suhler Jr., Zac Shoupe, Olmsted County Commissioner Brian Mueller, Michele Peterson, and Luke Thieke.

### Consent Agenda

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**Councilor Dave Frank entered a motion, with a second by Councilor Pam Bluhm, to Approve the consent agenda which included the following:**

1. Approval of minutes November 13, 2023
2. Approve payment of Claims

<b>Batch name</b>	<b>Amount</b>
2023 11FA02	\$42,950.72
2023 11FA02U	\$48,988.80
2023 1109VNDPR	\$29,867.25
<b>Total</b>	<b>\$121,806.77</b>

3. 2024 Contract for Services - Preservation Planner
4. St. Mary's Catholic Church - Application for Exempt Lawful Gambling Permit

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

**Nays:** None

**Absent:** Councilors: Novotny, and Urban

**Motion carried.**

### City Engineer's Report

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#### *LRIP Application*

Winona Street SE (County 5) is considered to be a route of regional significance and is eligible for LRIP funding through MnDOT. The County has indicated they would sponsor an LRIP grant application from the City to improve Winona Street. City and County staff are working together to meet a grant application deadline of December 8, 2023.

Items that are not eligible for reimbursement under the grant include, engineering and administration costs and the replacement of City utilities such as sanitary sewer and watermain. It is estimated that the costs for these items would total \$401,765, which includes a 10% contingency amount.

**Councilor Dave Frank entered a motion, with a second by Councilor Pam Bluhm, to adopt RESOLUTION 2023-23**

**LOCAL ROAD IMPROVEMENT PROGRAM  
FUNDING FOR WINONA STREET/COUNTY ROAD 5**

**WHEREAS**, the City of Chatfield desires to improve Winona Street SE from Trunk Highway (TH) 52 to 3rd

Street SE in Fillmore County, and

**WHEREAS**, the desired road improvement will provide capacity or congestion relief to Main Street S, or TH 52, and

**WHEREAS**, Winona Street SE will contribute to regional economic development efforts, and

**WHEREAS**, the City of Chatfield desires to apply for a Local Road Improvement Program (LRIP) grant for improvements of the above roadway, and

**WHEREAS**, Cities with populations less than 5,000 must have a County sponsor for the Local Road Improvement Program, and

**NOW THEREFORE BE IT RESOLVED**, that the City of Chatfield supports the application to the Local Road Improvement Program with Fillmore County acting as Sponsoring Agency for the improvements of the above roadway, and

**BE IT FURTHER RESOLVED** that City of Chatfield acknowledges and commits to funding 100 percent of the engineering and all other costs that are not eligible for Local Road Improvement Program funding and will provide future maintenance and comply with all applicable laws, rules and regulations of the funding agency.

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

**Nays:** None

**Absent:** Councilors: Novotny, and Urban

**Motion carried.**

## Fire Department

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### *Tanker Repairs*

The fire department's 20 year old Kenworrd tanker is in need of repairs and updates. Wit Boyz Inc. has provided a quote for tire replacement and install of new Insta Chains and Drop Tank for a total of \$17,240.

**Councilor Dave Frank entered a motion, with a second by Councilor Pam Bluhm**, to approve the expenditure as recommended by the Public Services Committee, for \$17,240 by Wit Boyz to the Kenwood Tanker.

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

**Nays:** None

**Absent:** Councilors: Novotny, and Urban

**Motion carried.**

## Committee Reports

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### *Public Services Committee*

Topics at the Public Services Committee meeting included: a proposed data practices policy, Code Red Notification System, Public Safety Aid suggestions, and CCFV vehicle.

### *Park & Recreation Committee*

Topics at the Park & Recreation Committee included: Groen Park bridge, pool update, batting cage, Mill Creek Park donation suggestions, and pool pass donation request.

## Mayor's Report

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Mayor McBroom spoke of vandalism that has been occurring at Mill Creek Park. He wants the public to know, there are cameras around and people do see things that are happening. There can be consequences for people involved.

## City Administrator's Report

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### *O'Conner Resignation*

Andy O'Connor has submitted a letter of resignation for the CCTV Administrator contract with an effective date of December 10, 2023. He would like to remain the coordinator for Football and Boys Basketball.

**Councilor Dave Frank entered a motion, with a second by Councilor Josh Broadwater,** to accept the resignation of Andy O'Connor from the CCTV Administrator contract and authorize staff to post for the CCTV Administrator opening.

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

**Nays:** None

**Absent:** Councilors: Novotny, and Urban

**Motion carried.**

## Roundtable

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Mayor McBroom thanked Andy O'Connor for his service as the CCTV Administrator.

## Adjourn

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**Councilor Pam Bluhm entered a motion, with a second by Councilor Dave Frank,** to adjourn at 7:09 PM.

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

**Nays:** None

**Absent:** Councilors: Novotny, and Urban

**Motion carried.**

/s/Beth M Carlson  
City Clerk



**City of Chatfield**  
**Batch Listing - Unposted Summary**  
 Current Period: December 2023  
 2023 12FA01

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
<b>ADVANTAGE DIST. LLC</b>						
287725	E 602-49450-404	Sewer (GENERAL)	Repairs/Maint Equipment		\$200.68	HYD OIL
					\$200.68	
<b>ADVANTAGE DIST. LLC</b>						
<b>AIRGAS</b>						
914414	E 230-42270-210	Ambulance	Operating Expenses		\$45.31	OXYGEN
					\$45.31	
<b>AIRGAS</b>						
<b>ANDY OCONNOR</b>						
#20 NO	E 614-49840-302	Cable TV (GENER	Contracted Help		\$1,293.75	CCTV ADMIN CNTRCT-MAR2023-FEB2
					\$1,293.75	
<b>ANDY OCONNOR</b>						
<b>AT&amp;T MOBILITY</b>						
120320	E 220-42280-321	Fire Department *	Telephone		\$49.77	507.884.4423 FIRE
120320	E 230-42270-321	Ambulance	Telephone		\$49.77	507.513.5974 471B AMBULANCE
120320	E 100-42110-218	Police Administrati	Confiscation/Forfeitures		\$38.23	507.513.5937 POLICE AIR CARD
120320	E 230-42270-321	Ambulance	Telephone		\$38.23	507.551.8200 AMB IBR
120320	E 100-42110-320	Police Administrati	Communications (GENER		\$38.23	507.513.5954 POLICE AIR CARD
120320	E 100-42110-321	Police Administrati	Telephone		\$44.73	507.272.5382 POLICE 872
120320	E 100-42110-321	Police Administrati	Telephone		\$44.73	507.272.5386 POLICE 873
120320	E 100-42110-321	Police Administrati	Telephone		\$49.77	507.272.5506 POLICE CHIEF
120320	E 230-42270-321	Ambulance	Telephone		\$49.77	507.513.5925 471A AMBULANCE
					\$403.23	
<b>AT&amp;T MOBILITY</b>						
<b>BIG GIRL STICKERS</b>						
2023-1	E 100-45200-240	Parks (GENERAL)	Small Tools and Minor E		\$20.00	BEAVER SIGN
					\$20.00	
<b>BIG GIRL STICKERS</b>						
<b>CABIN COFFEE</b>						
DEC 20	E 359-46619-324	Cabin Coffee TIF	Reimbursement		\$6,123.98	90% PAYOUT OF OC SETTLEMENT
					\$6,123.98	
<b>CABIN COFFEE</b>						
<b>CENGAGE LEARNING</b>						
829848	E 211-45500-590	Libraries (GENERA	Cap. Outlay-Books		\$15.39	ACCT 23762978
					\$15.39	
<b>CENGAGE LEARNING</b>						
<b>CHATFIELD BODY SHOP</b>						
14763	E 100-42110-404	Police Administrati	Repairs/Maint Equipment		\$70.62	INSTLL SNW TRS
14644	E 100-42110-404	Police Administrati	Repairs/Maint Equipment		\$285.08	RST TRBL CDS
					\$355.70	
<b>CHATFIELD BODY SHOP</b>						
<b>CHATFIELD CENTER FOR THE ARTS</b>						
DEC 20	E 250-46630-310	Community Dev -	Other Professional Servic		\$2,000.00	EDA & CCA AGREEMENT 09/2022-08/2
EM 202	E 100-46630-300	Community Dev -	Promotional Expense		\$28.00	2023 EDA APP EVNT SOFT DRINKS
					\$2,028.00	
<b>CHATFIELD CENTER FOR THE ARTS</b>						
<b>CHATFIELD EDA</b>						
DEC 20	E 359-46619-323	Cabin Coffee TIF	Administration Expense		\$680.44	TIF 2-6/CABIN COFFEE 10% MAX
					\$680.44	
<b>CHATFIELD EDA</b>						
<b>CHATFIELD TRAILS INC.</b>						
058709	000850 E 803-46636-324	Community Action	Reimbursement		\$24,081.33	CHATFIELD ATV TRAIL - DNR OMB
					\$24,081.33	
<b>CHATFIELD TRAILS INC.</b>						
<b>CONTECH ENGINEERED SOLUTIONS LLC</b>						
282333	E 801-45200-500	Parks (GENERAL)	Cap. Outlay-GENERAL		\$74,900.00	PEDESTRIAN BRIDGE
					\$74,900.00	
<b>CONTECH ENGINEERED SOLUTIONS LLC</b>						



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 Current Period: December 2023  
 2023 12FA01

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
<b>CULLIGAN WATER</b>						
STMNT		E 100-41500-210	City Clerk	Operating Expenses	\$28.15	WTR SRVC
<b>CULLIGAN WATER</b>					\$28.15	
<b>DEED</b>						
DEC 20		E 361-46620-610	Revolving Loan Fu	Interest	\$84.15	CDAP-18-0018-H-FY19 EZ FABIV
DEC 20		E 361-46620-610	Revolving Loan Fu	Interest	\$126.51	#CDAP-13-0031-H-FY14 CHAT EDA/EZ
DEC 20		E 361-46620-600	Revolving Loan Fu	Debt Srv Principal (GENE	\$634.04	CDAP-18-0018-H-FY19 EZ FABIV
DEC 20		E 361-46620-600	Revolving Loan Fu	Debt Srv Principal (GENE	\$1,846.00	#CDAP-13-0031-H-FY14 CHAT EDA/EZ
<b>DEED</b>					\$2,690.70	
<b>EATI</b>						
DL1009		E 801-42110-240	Police Administrati	Small Tools and Minor E	\$1,763.82	2 HAVIS DCKNG STTNS
<b>EATI</b>					\$1,763.82	
<b>FIRST NETWORK SYSTEMS</b>						
NOV 20		E 614-49840-302	Cable TV (GENER	Contracted Help	\$1,345.50	09/2023-08/2024 CCTV TECH COORD-
NOV 20		E 614-49840-302	Cable TV (GENER	Contracted Help	\$806.00	GBB COORD - P1 OF 2
<b>FIRST NETWORK SYSTEMS</b>					\$2,151.50	
<b>GALLS</b>						
026262		E 100-42110-152	Police Administrati	Clothing	\$601.31	8704 UNFRM JCKT
026318		E 100-42110-152	Police Administrati	Clothing	\$105.39	PRFMNC SHRT
026095		E 100-42110-152	Police Administrati	Clothing	\$89.65	FLC JCKT
026281		E 100-42110-152	Police Administrati	Clothing	\$82.31	SCHMIDT UNFRM LS SHRT
<b>GALLS</b>					\$878.66	
<b>GRANICUS</b>						
175251		E 100-41500-438	City Clerk	Internet Expenses	\$582.94	MEETING EFFICIENCY SUITE
175251		E 100-41500-438	City Clerk	Internet Expenses	\$63.82	UPGRADE TO SDI 720P
175251		E 100-41500-438	City Clerk	Internet Expenses	\$134.01	ENCODING SOFTWARE
175251		E 100-41500-438	City Clerk	Internet Expenses	\$589.64	GOV TRANSPARENCY SUITE
175251		E 100-41500-438	City Clerk	Internet Expenses	\$301.52	OPEN PLATFORM SUITE
<b>GRANICUS</b>					\$1,671.93	
<b>GRIFFIN CONSTRUCTION</b>						
PAY ES		E 423-43200-500	Construction Fund	Cap. Outlay-GENERAL	\$110,142.93	2022-11251 2023 STRT IMP PRJCT
<b>GRIFFIN CONSTRUCTION</b>					\$110,142.93	
<b>HAMMELL EQUIPMENT</b>						
I16454		E 220-42280-212	Fire Department *	Vehicle Operating Suppli	\$69.89	OIL CHNG
<b>HAMMELL EQUIPMENT</b>					\$69.89	
<b>HUELIFE, LLC</b>						
2858		E 100-41100-310	Legislative	Other Professional Servic	\$3,138.86	STRATEGIC PLANNING SESSION
<b>HUELIFE, LLC</b>					\$3,138.86	
<b>INTEGRITY TREE SERVICE LLC</b>						
144934		E 801-43100-411	Street Maintenanc	Tree Maintenance	\$575.00	#95 ASH @ 607 JAMES ST
<b>INTEGRITY TREE SERVICE LLC</b>					\$575.00	
<b>KIESLER POLICE SUPPLY</b>						
IN2266		E 100-42110-240	Police Administrati	Small Tools and Minor E	\$138.00	MGZN LNDRF
<b>KIESLER POLICE SUPPLY</b>					\$138.00	
<b>LARRY CONVERSE</b>						
TRNGR		E 230-42270-208	Ambulance	Training and Instruction	\$35.00	TRNG RFND - GNDRSN TRNDS IN EMR



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 2023 12FA01

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
<b>LARRY CONVERSE</b>					\$35.00	
<b>MARCO TECHNOLOGIES LLC.</b>						
INV118	E 601-49400-435	Water Utilities (GE	Licences, Permits and Fe	\$20.00	1 WTR BUS PREM	
INV118	E 801-49950-500	IT Shared Compon	Cap. Outlay-GENERAL	\$5,901.27	HPE PROLIANT ML350 GEN10 SNMXQ	
INV118	E 100-41910-435	Planning and Zoni	Licences, Permits and Fe	\$10.00	1 PLNG DEPT EXCHANGE ON LINE + A	
INV118	E 602-49450-435	Sewer (GENERAL)	Licences, Permits and Fe	\$40.00	2 WW BUS PREM	
INV118	E 100-41100-435	Legislative	Licences, Permits and Fe	\$60.00	6 LEG EXCHANGE ON LIN P1 & ACTIV	
INV118	E 100-41500-435	City Clerk	Licences, Permits and Fe	\$90.00	4 MS BUS PREM & 1 VM EXCH + ACTI	
INV118	E 100-42110-435	Police Administrati	Licences, Permits and Fe	\$200.00	10 PD MS BUS PREM	
INV118	E 100-43100-435	Street Maintenanc	Licences, Permits and Fe	\$20.00	1 MS BUS PREM	
INV118	E 100-45124-435	Swimming Pools -	Licences, Permits and Fe	\$10.00	1 POOL EXCHANGE ON LINE + ACTIVE	
INV118	E 100-45200-435	Parks (GENERAL)	Licences, Permits and Fe	\$20.00	1 PARKS BUS PREM	
INV118	E 240-46500-435	Economic Dev (GE	Licences, Permits and Fe	\$10.00	1 EDA EXCHANGE ON LINE + ACTIVE	
INV119	E 801-49950-240	IT Shared Compon	Small Tools and Minor E	\$594.00	MFAFORVPN-FXFMSLSTN1	
INV118	E 230-42270-435	Ambulance	Licences, Permits and Fe	\$40.00	2 AMB BUS PREM	
INV119	E 801-49950-500	IT Shared Compon	Cap. Outlay-GENERAL	\$6,039.00	SRVR LBR CONFIG & DATA MIGRTN	
INV119	E 801-49950-240	IT Shared Compon	Small Tools and Minor E	\$812.50	MFAFORVPN CNFGR	
INV119	E 801-42110-240	Police Administrati	Small Tools and Minor E	\$1,625.00	INSTLL ARUBA SWTCH	
INV115	E 801-42110-240	Police Administrati	Small Tools and Minor E	\$35.00	ARUBA SWITCH	
INV118	E 220-42280-435	Fire Department *	Licences, Permits and Fe	\$20.00	1 FD BUS PREM	
<b>MARCO TECHNOLOGIES LLC.</b>					\$15,546.77	
<b>MICHAEL TODD AND COMPANY</b>						
212308	E 100-43100-210	Street Maintenanc	Operating Expenses	\$453.35	SNW PLW CTTNG EDG BLD	
<b>MICHAEL TODD AND COMPANY</b>					\$453.35	
<b>MIDWEST MACHINERY CO.</b>						
976750	E 100-45200-404	Parks (GENERAL)	Repairs/Maint Equipment	\$487.24	JD SL KT HYD MTR	
976932	E 100-45200-212	Parks (GENERAL)	Vehicle Operating Suppli	\$120.24	LW VIS 5GL	
<b>MIDWEST MACHINERY CO.</b>					\$607.48	
<b>MN REVENUE</b>						
112418	0-523-4	E 100-41500-437	City Clerk	Sales Tax - Purchases	\$2.00	7316521 PRNTNG
	0-523-4	E 601-49400-437	Water Utilities (GE	Sales Tax - Purchases	\$31.00	7316521 WTR TWR LEASE SALES
	0-523-4	E 603-49500-436	Refuse/Garbage (	Sales Tax	\$1,053.00	7316521 GARBAGE TAX
<b>MN REVENUE</b>					\$1,086.00	
<b>OLMSTED COUNTY ASMT, REV &amp; ELE</b>						
ASSE-1	E 359-46619-323	Cabin Coffee TIF	Administration Expense	\$200.00	ANNUAL TIF MAINT FEE 2-6 CABIN	
ASSE-1	E 358-46618-323	Family Dollar TIF	Administration Expense	\$200.00	ANNUAL TIF MAINT FEE 2-5 FD / DOL	
ASSE-1	E 355-46615-323	Gjere TIF	Administration Expense	\$200.00	ANNUAL TIF MAINT FEE 2-7 GJERE	
<b>OLMSTED COUNTY ASMT, REV &amp; ELE</b>					\$600.00	
<b>PETTY CASH - CITY</b>						
DEC 20	E 221-42280-322	Fire Department *	Postage	\$2.64	FD PSTG	
DEC 20	E 601-49400-208	Water Utilities (GE	Training and Instruction	\$50.00	WATER POSTER CONTEST	
<b>PETTY CASH - CITY</b>					\$52.64	
<b>REVTRAK JETPAY</b>						
112419	NOV 20	E 100-42400-323	Building Inspectio	Administration Expense	\$22.13	RT ADMIN FEE ALLOC
	NOV 20	E 230-42270-323	Ambulance	Administration Expense	\$1.99	RT ADMIN FEE ALLOC
	NOV 20	E 603-49500-323	Refuse/Garbage (	Administration Expense	\$268.08	2023 ADMIN FEE ALLOC 19.24%
	NOV 20	E 602-49450-323	Sewer (GENERAL)	Administration Expense	\$844.10	2023 ADMIN FEE ALLOC 60.58%
	NOV 20	E 601-49400-323	Water Utilities (GE	Administration Expense	\$281.18	2023 ADMIN FEE ALLOC 20.18%
	NOV 20	E 100-42110-323	Police Administrati	Administration Expense	\$0.99	RT ADMIN FEE ALLOC



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 2023 12FA01

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<b>REVTRAK JETPAY</b>					\$1,418.47	
<b>STREICHER S</b>						
I16671	E	100-42110-208	Police Administrati	Training and Instruction	\$1,877.34	9 .40 .223
I16671	E	100-42110-152	Police Administrati	Clothing	\$1,899.00	LNDRF VST
I16678	E	100-42110-208	Police Administrati	Training and Instruction	\$152.89	ARK FRZ
I16686	E	100-42110-208	Police Administrati	Training and Instruction	\$589.34	9 .223
I16667	E	100-42110-152	Police Administrati	Clothing	\$14.99	NM TG
<b>STREICHER S</b>					\$4,533.56	
<b>THE SILVER GRILLE</b>						
529	E	100-46630-300	Community Dev -	Promotional Expense	\$878.30	2023 EDA GALA
<b>THE SILVER GRILLE</b>					\$878.30	
<b>UNION STREET BUILDERS</b>						
0198	E	230-42270-205	Ambulance	Service Incentives/Rewa	\$100.00	RTRMNT BX
<b>UNION STREET BUILDERS</b>					\$100.00	
<b>US BANK ONE CARD</b>						
NOV 20	E	211-45500-211	Libraries (GENERA	Program Expenses	\$93.44	PMPKN CRVNG SANTA SUPPLIES
NOV 20	R	601-49400-3955	Water Utilities (GE		-\$6.21	RBT ALLCTN JUL-AUG-SEP
NOV 20	E	100-43100-404	Street Maintenanc	Repairs/Maint Equipment	\$757.80	EQUIPMENT TECH - BUCKET TRUCK D
NOV 20	R	100-41100-3955	Legislative		-\$20.76	RBT ALLCTN JUL-AUG-SEP
NOV 20	R	100-41500-3955	City Clerk		-\$21.16	RBT ALLCTN JUL-AUG-SEP
NOV 20	E	100-43100-435	Street Maintenanc	Licences, Permits and Fe	\$0.99	APPLE.COM - I CLOUD STORAGE
NOV 20	R	250-46630-3955	Community Dev -		-\$4.40	RBT ALLCTN JUL-AUG-SEP
NOV 20	R	230-42270-3955	Ambulance		-\$25.94	RBT ALLCTN JUL-AUG-SEP
NOV 20	E	211-45500-200	Libraries (GENERA	Office Supplies (GENERA	\$16.64	DG - 2 TOTES
NOV 20	R	100-46323-3955	Heritage Preservat		-\$0.79	RBT ALLCTN JUL-AUG-SEP
NOV 20	R	211-45500-3955	Libraries (GENERA		-\$22.13	RBT ALLCTN JUL-AUG-SEP
NOV 20	R	100-45200-3955	Parks (GENERAL)		-\$0.99	RBT ALLCTN JUL-AUG-SEP
NOV 20	R	100-45124-3955	Swimming Pools -		-\$3.29	RBT ALLCTN JUL-AUG-SEP
NOV 20	R	100-43100-3955	Street Maintenanc		-\$0.51	RBT ALLCTN JUL-AUG-SEP
NOV 20	E	230-42270-205	Ambulance	Service Incentives/Rewa	\$380.98	ETSY - EMT ORNMNTS
NOV 20	R	603-49500-3955	Refuse/Garbage (		-\$1.76	RBT ALLCTN JUL-AUG-SEP
NOV 20	R	100-42110-3955	Police Administrati		-\$12.65	RBT ALLCTN JUL-AUG-SEP
NOV 20	E	211-45500-240	Libraries (GENERA	Small Tools and Minor E	\$929.93	AMAZON.COM FRDG MCROWV TV CRT
NOV 20	E	211-45500-404	Libraries (GENERA	Repairs/Maint Equipment	\$169.99	AMAZON.COM TVPRTCNPLN
NOV 20	E	211-45500-593	Libraries (GENERA	Cap. Outlay-Non Print M	\$597.32	DVDS TONIES
NOV 20	E	100-42110-240	Police Administrati	Small Tools and Minor E	\$271.99	OTHER WORLD COMP - DVD/CD BRNR
NOV 20	R	100-41940-3955	Municipal Building		-\$10.65	RBT ALLCTN JUL-AUG-SEP
NOV 20	E	100-41100-310	Legislative	Other Professional Servic	\$53.75	STRTGC PLNNG SPPLS
NOV 20	E	100-41500-208	City Clerk	Training and Instruction	\$25.00	EB- SEMLM FALL
NOV 20	E	100-41500-433	City Clerk	Dues and Subscriptions	\$50.00	SEMLM - MBRSHP
NOV 20	R	100-41000-3955	General Revenue		-\$13.88	RBT ALLCTN JUL-AUG-SEP
NOV 20	E	211-45500-591	Libraries (GENERA	Cap. Outlay-Magazines	\$393.63	TIME & PB
NOV 20	E	100-41500-210	City Clerk	Operating Expenses	\$28.86	ZBP - TX FRMS
NOV 20	R	602-49450-3955	Sewer (GENERAL)		-\$23.36	RBT ALLCTN JUL-AUG-SEP
<b>US BANK ONE CARD</b>					\$3,601.84	
<b>WM HANSON WASTE REMOVAL</b>						
36504	E	603-49500-384	Refuse/Garbage (	Refuse/Garbage Disposal	\$2,087.68	GARBAGE SERVICE - OC ENVIRON FEE
36504	E	603-49500-384	Refuse/Garbage (	Refuse/Garbage Disposal	\$1,840.24	GARBAGE SERVICE - FUEL SURCHARG
36504	E	602-49450-384	Sewer (GENERAL)	Refuse/Garbage Disposal	\$104.09	GARBAGE SERVICE - WWTP
36504	E	100-41940-384	Municipal Building	Refuse/Garbage Disposal	\$59.07	GARBAGE SERVICE - CITY HALL





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	36504	E 603-49500-384	Refuse/Garbage (	Refuse/Garbage Disposal	\$14,946.96	GARBAGE SERVICE - 1,148 P/U @ 13.
	36504	E 100-45200-384	Parks (GENERAL)	Refuse/Garbage Disposal	\$191.31	GARBAGE SERVICE - CTY MNT BLDG
	36504	E 100-45200-384	Parks (GENERAL)	Refuse/Garbage Disposal	\$101.28	GARBAGE SERVICE - FIRE HALL
<b>WM HANSON WASTE REMOVAL</b>					\$19,330.63	
<b>ZEP MANUFACTURING</b>						
	900922	E 602-49450-216	Sewer (GENERAL)	Lab Supplies	\$171.36	CNT PLL TWL
<b>ZEP MANUFACTURING</b>					\$171.36	
2023 12FA01					\$281,812.65	
<b>AMAZON CAPITAL SERVICES, INC.</b>						
	14QK-L	E 100-41500-200	City Clerk	Office Supplies (GENERA	\$5.98	KEYBOARD STICKERS
	14QK-L	E 100-41500-200	City Clerk	Office Supplies (GENERA	\$17.99	SELF LAMINATING CARDS
	14QK-L	E 100-41500-200	City Clerk	Office Supplies (GENERA	\$27.28	100 W-2 ENVELOPES
	14QK-L	E 100-41500-200	City Clerk	Office Supplies (GENERA	\$7.99	3-PACK COMPATIBLE
	14QK-L	E 100-41500-200	City Clerk	Office Supplies (GENERA	\$39.97	STORAGE LOCKER
	14QK-L	E 100-42110-240	Police Administrati	Small Tools and Minor E	\$42.39	POWERED USB HUB
	14QK-L	E 100-41940-210	Municipal Building	Operating Expenses	\$74.24	SPRAYWAY GLASS CL
	14QK-L	E 100-41500-200	City Clerk	Office Supplies (GENERA	\$9.75	1099 ENVELOPES
	14QK-L	R 100-41500-3955	City Clerk		-\$2.40	PROMO AND DISCOUNT
	14QK-L	E 100-41500-240	City Clerk	Small Tools and Minor E	\$47.98	BARCODE SCANNER
	14QK-L	E 100-41500-200	City Clerk	Office Supplies (GENERA	\$9.41	FILE LABOR FOLDERS
	14QK-L	E 100-42110-200	Police Administrati	Office Supplies (GENERA	\$33.29	UNDERDESK KEYBOARD
	14QK-L	E 100-41500-200	City Clerk	Office Supplies (GENERA	\$18.83	MAILING ADDRESS LABELS
	14QK-L	E 100-41500-240	City Clerk	Small Tools and Minor E	\$30.94	CASIO PRINTING CALCULATOR
	14QK-L	E 100-41940-210	Municipal Building	Operating Expenses	\$34.99	RELI LARGE GARBAGE
	14QK-L	E 100-41500-240	City Clerk	Small Tools and Minor E	\$84.99	TURBO LABEL PRINTER
	14QK-L	E 100-42110-240	Police Administrati	Small Tools and Minor E	\$7.99	BATTERY FOR DELL
<b>AMAZON CAPITAL SERVICES, INC.</b>					\$491.61	
<b>CENEX FLEET FUELING</b>						
	277920	E 100-42110-212	Police Administrati	Vehicle Operating Suppli	\$408.60	POLICE SQUAD 2
	277920	E 601-49400-212	Water Utilities (GE	Vehicle Operating Suppli	\$105.67	WATER 1
	277920	E 230-42270-212	Ambulance	Vehicle Operating Suppli	\$132.63	471A
	277920	E 230-42270-212	Ambulance	Vehicle Operating Suppli	\$195.86	471B
	277920	E 100-41500-212	City Clerk	Vehicle Operating Suppli	\$44.96	CITY CAR - CLERK
	277920	E 100-42110-212	Police Administrati	Vehicle Operating Suppli	\$38.17	POLICE SQUAD 1-CHIEF
	277920	E 602-49450-212	Sewer (GENERAL)	Vehicle Operating Suppli	\$84.63	WWTP 1 - SCHLICHTER
	277920	E 100-43100-212	Street Maintenanc	Vehicle Operating Suppli	\$210.00	STREET 1
	277920	E 100-43100-212	Street Maintenanc	Vehicle Operating Suppli	\$187.22	STREET 5 - SCHLICHTER
	277920	E 100-43100-212	Street Maintenanc	Vehicle Operating Suppli	\$192.52	STREET 4 - IRISH
	277920	E 602-49450-212	Sewer (GENERAL)	Vehicle Operating Suppli	\$256.06	WWTP 2 - IRISH
	277920	E 100-42110-212	Police Administrati	Vehicle Operating Suppli	\$303.58	POLICE SQUAD 3
	277920	E 220-42280-212	Fire Department *	Vehicle Operating Suppli	\$127.35	FIRE ENGINE 2
	277920	E 100-45200-212	Parks (GENERAL)	Vehicle Operating Suppli	\$143.82	PARK 1
	277920	E 100-45200-212	Parks (GENERAL)	Vehicle Operating Suppli	\$53.89	PARK DESK
	277920	E 100-43100-212	Street Maintenanc	Vehicle Operating Suppli	\$335.84	STREET3
<b>CENEX FLEET FUELING</b>					\$2,820.80	
<b>CITY OF CHATFIELD</b>						
	11/27/2	E 211-45500-380	Libraries (GENERA	Utility Services (GENERA	\$65.53	10-00000011-00-7 PUBLIC LIBRARY
	11/27/2	E 100-41940-380	Municipal Building	Utility Services (GENERA	\$95.75	10-00000001-00-4 THURBER BLDG GA
	11/27/2	E 220-42280-380	Fire Department *	Utility Services (GENERA	\$65.65	10-00000051-00-9 FIRE HALL
	11/27/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$65.53	10-00000081-008 CITY SHOP



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	11/27/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$65.53	10-00000101-01-4 PWFAC2
	11/27/2	E 602-49450-380	Sewer (GENERAL)	Utility Services (GENERA	\$246.57	10-00000031-00-3 WWTP
	11/27/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$65.53	10-00002410-91-8 PWFAC1
<b>CITY OF CHATFIELD</b>					<u>\$670.09</u>	
<b>EO JOHNSON, BUSINESS TECH.</b>						
INV144	E 100-42110-404	Police Administrati	Repairs/Maint Equipment		\$45.65	#56246 NETWORK L9124 MP C4503
INV144	E 230-42270-404	Ambulance	Repairs/Maint Equipment		\$87.15	#56246 NETWORK L9124 MP C4503
INV144	E 602-49450-404	Sewer (GENERAL)	Repairs/Maint Equipment		\$45.65	#56246 NETWORK L9124 MP C4503
INV144	E 100-41500-404	City Clerk	Repairs/Maint Equipment		\$95.45	#56246 NETWORK L9124 MP C4503
INV144	E 100-41910-404	Planning and Zoni	Repairs/Maint Equipment		\$24.90	#56246 NETWORK L9124 MP C4503
INV144	E 601-49400-404	Water Utilities (GE	Repairs/Maint Equipment		\$45.65	#56246 NETWORK L9124 MP C4503
INV144	E 240-46500-404	Economic Dev (GE	Repairs/Maint Equipment		\$24.90	#56246 NETWORK L9124 MP C4503
INV144	E 100-42110-404	Police Administrati	Repairs/Maint Equipment		\$48.00	#46719-01 POLICE L7545
INV144	E 603-49500-404	Refuse/Garbage (	Repairs/Maint Equipment		\$45.65	#56246 NETWORK L9124 MP C4503
<b>EO JOHNSON, BUSINESS TECH.</b>					<u>\$463.00</u>	
<b>FREDERICK S. SUHLER, ATTY</b>						
	E 100-41100-304	Legislative	Legal Fees		\$600.00	MONTHLY RETAINER - MMM YYYY
	E 100-41100-304	Legislative	Legal Fees		\$0.00	ADDITIONAL TASKS - MMM YYYY
<b>FREDERICK S. SUHLER, ATTY</b>					<u>\$600.00</u>	
<b>GOPHER STATE ONE CALL</b>						
311028	E 601-49400-310	Water Utilities (GE	Other Professional Servic		\$68.85	ACCOUNT #MN00240
<b>GOPHER STATE ONE CALL</b>					<u>\$68.85</u>	
<b>HBC</b>						
12/02/2	E 601-49400-438	Water Utilities (GE	Internet Expenses		\$30.00	50% 1520399 BNCH/RVR 1 OF 3 CLLC
12/02/2	E 601-49400-438	Water Utilities (GE	Internet Expenses		\$30.00	50% 1520399 WTR RSVR 1 OF 3 CLLC
12/02/2	E 100-45200-438	Parks (GENERAL)	Internet Expenses		\$45.49	50% 1520399 19 2ND ST SW
12/02/2	E 601-49400-438	Water Utilities (GE	Internet Expenses		\$45.49	50% 1520399 19 2ND ST SW
12/02/2	E 602-49450-438	Sewer (GENERAL)	Internet Expenses		\$29.99	50% 1520399 UTLTY PL/HS 1 OF 3 CL
12/02/2	E 601-49400-438	Water Utilities (GE	Internet Expenses		\$30.00	50% 1520399 UTLTY PL/HS 1 OF 3 CL
12/02/2	E 602-49450-438	Sewer (GENERAL)	Internet Expenses		\$111.70	1439299 BUS VALUE PKG 120MBPS
12/02/2	E 602-49450-321	Sewer (GENERAL)	Telephone		\$39.81	1439299 867-4321BASIC & TOLL
12/02/2	E 602-49450-438	Sewer (GENERAL)	Internet Expenses		\$29.99	50% 1520399 WTR RSVR 1 OF 3 CLLC
12/02/2	E 602-49450-438	Sewer (GENERAL)	Internet Expenses		\$29.99	50% 1520399 BNCH/RVR 1 OF 3 CLLC
<b>HBC</b>					<u>\$422.46</u>	
<b>LINDE</b>						
397994	E 100-43100-210	Street Maintenanc	Operating Expenses		\$51.90	HIGH PRESSURE
<b>LINDE</b>					<u>\$51.90</u>	
<b>LOCATORS &amp; SUPPLIES, INC.</b>						
031136	E 602-49450-152	Sewer (GENERAL)	Clothing		\$77.52	WINTER SAFETY GLOVES
<b>LOCATORS &amp; SUPPLIES, INC.</b>					<u>\$77.52</u>	
<b>LUMEN-LEVEL3 (WEBEX)</b>						
664991	E 100-41500-320	City Clerk	Communications (GENER		\$244.38	WEBEX 10@23 + TAX/LIC
<b>LUMEN-LEVEL3 (WEBEX)</b>					<u>\$244.38</u>	
<b>MEDIACOM</b>						
12/01/2	E 100-42110-438	Police Administrati	Internet Expenses		\$101.53	1/3 CITY HALL HSD & STATIC IPS
12/01/2	E 230-42270-438	Ambulance	Internet Expenses		\$101.84	1/3 CITY HALL HSD & STATIC IPS
12/01/2	E 100-41500-438	City Clerk	Internet Expenses		\$101.53	1/3 CITY HALL HSD & STATIC IPS
<b>MEDIACOM</b>					<u>\$304.90</u>	



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<b>MINNESOTA ENERGY RESOURCES</b>							
	11/28/2	E	601-49400-380	Water Utilities (GE	Utility Services (GENERA	\$59.77	00015 547 HLLSD BSTR STTN
	11/28/2	E	100-43100-380	Street Maintenanc	Utility Services (GENERA	\$182.24	00014 PPLS 19 SCND ST SW
	11/28/2	E	220-42280-380	Fire Department *	Utility Services (GENERA	\$275.87	00002 FH 60% FIRE
	11/28/2	E	100-43100-380	Street Maintenanc	Utility Services (GENERA	\$29.06	00006 CEMENT 389 SW 3RD ST
	11/28/2	E	601-49400-380	Water Utilities (GE	Utility Services (GENERA	\$68.98	00002 FH 15% WATER
	11/28/2	E	601-49400-380	Water Utilities (GE	Utility Services (GENERA	\$59.77	00016 100 OTR GNRTR
	11/28/2	E	230-42270-380	Ambulance	Utility Services (GENERA	\$261.47	00001 MUNI - AMB 1/3
	11/28/2	E	100-42110-380	Police Administrati	Utility Services (GENERA	\$261.47	00001 MUNI - POLICE 1/3
	11/28/2	E	100-41940-380	Municipal Building	Utility Services (GENERA	\$261.47	00001 MUNI 1/3
	11/28/2	E	211-45500-380	Libraries (GENERA	Utility Services (GENERA	\$185.51	00005 LIBRARY
	11/28/2	E	100-43100-380	Street Maintenanc	Utility Services (GENERA	\$114.94	00002 FH 25% STREET
	11/28/2	E	100-45124-380	Swimming Pools -	Utility Services (GENERA	\$59.77	000011 POOL
	11/28/2	E	602-49450-380	Sewer (GENERAL)	Utility Services (GENERA	\$772.86	00003 WWTP - LIBRARY LN
<b>MINNESOTA ENERGY RESOURCES</b>						\$2,593.18	
<b>PEOPLES ENERGY COOPERATIVE</b>							
	12/05/2	E	100-43100-380	Street Maintenanc	Utility Services (GENERA	\$199.18	2154400 10208 HILLSIDE DRIVE
	12/05/2	E	211-45500-380	Libraries (GENERA	Utility Services (GENERA	\$351.46	2402500 LIBRARY 322 MAIN ST S
	12/05/2	E	100-43100-380	Street Maintenanc	Utility Services (GENERA	\$284.38	2400202 PPLS 19 SCND ST SW
	12/05/2	E	230-42270-380	Ambulance	Utility Services (GENERA	\$314.33	2407900 1/3 21 2ND ST SE
	12/05/2	E	100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$53.70	2432400 400 3RD ST SW
	12/05/2	E	100-42110-380	Police Administrati	Utility Services (GENERA	\$314.33	2407900 1/3 21 2ND ST SE
	12/05/2	E	100-41940-380	Municipal Building	Utility Services (GENERA	\$314.34	2407900 1/3 21 2ND ST SE
	12/05/2	E	100-43100-380	Street Maintenanc	Utility Services (GENERA	\$179.00	7823600 MEYERS AND TERMAR
	12/05/2	E	220-42280-380	Fire Department *	Utility Services (GENERA	\$193.38	2410000 318 S MAIN ST-WHISTLE
	12/05/2	E	100-43100-380	Street Maintenanc	Utility Services (GENERA	\$58.47	3376900 EV CHARGER - 405 MAIN ST
	12/05/2	E	100-43100-380	Street Maintenanc	Utility Services (GENERA	\$168.29	3265100 20 2ND ST SE - LIGHTS
	12/05/2	E	100-43100-380	Street Maintenanc	Utility Services (GENERA	\$93.30	3260100 301 TH 52 - TRAFFIC SI
	12/05/2	E	601-49400-380	Water Utilities (GE	Utility Services (GENERA	\$58.78	3211800 250 OLD TERRITORIAL RD
	12/05/2	E	100-43100-380	Street Maintenanc	Utility Services (GENERA	\$178.95	3260000 52 3RD ST SW - STL MTR
	12/05/2	E	601-49400-380	Water Utilities (GE	Utility Services (GENERA	\$849.40	3011700 BLUFF ST WELL
	12/05/2	E	100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$55.86	2428000 MILL CREEK PARK
	12/05/2	E	602-49450-380	Sewer (GENERAL)	Utility Services (GENERA	\$3,053.72	2430200 126 LIBRARY LN WWTP
	12/05/2	E	100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$57.00	2432200 CHATFIELD SIGN
	12/05/2	E	100-43100-380	Street Maintenanc	Utility Services (GENERA	\$64.01	2436500 CR 2 HWY S
	12/05/2	E	220-42280-380	Fire Department *	Utility Services (GENERA	\$156.90	2410100 3/4 FIRE HALL
	12/05/2	E	100-43100-380	Street Maintenanc	Utility Services (GENERA	\$58.65	2447300 UNION ST NE - XING
	12/05/2	E	602-49450-380	Sewer (GENERAL)	Utility Services (GENERA	\$141.58	242390 MILL CREEK PK - LIFT ST
	12/05/2	E	100-43100-380	Street Maintenanc	Utility Services (GENERA	\$2,057.00	3011800 STREET LIGHTS
	12/05/2	E	100-45124-380	Swimming Pools -	Utility Services (GENERA	\$291.59	3237701 107 UNION ST NE
	12/05/2	E	100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$88.04	2410200 MAIN ST-CITY PARK
	12/05/2	E	100-43100-380	Street Maintenanc	Utility Services (GENERA	\$52.30	2410100 1/4 FIRE HALL
	12/05/2	E	100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$59.00	2438500 MILL CREEK PARK
	12/05/2	E	100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$0.00	2367400 TOURIST PARK
	12/05/2	E	100-43100-380	Street Maintenanc	Utility Services (GENERA	\$10.00	2182100 SIREN - 10210 HILLSIDE
<b>PEOPLES ENERGY COOPERATIVE</b>						\$9,756.94	
<b>PROPET DISTRIBUTORS INC</b>							
	144033	E	100-45200-210	Parks (GENERAL)	Operating Expenses	\$310.20	DOG LITTER BAGS
<b>PROPET DISTRIBUTORS INC</b>						\$310.20	
<b>QUILL.COM</b>							



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	355801	E 100-41500-210	City Clerk	Operating Expenses	\$282.29	312 - CLERK TONER
	357295	E 100-41500-210	City Clerk	Operating Expenses	\$109.47	COPIER PAPER HP 20 92 10R
	355801	E 100-41940-210	Municipal Building	Operating Expenses	\$55.51	BIG FOLD Z TOWELS
	355801	E 100-41940-210	Municipal Building	Operating Expenses	\$61.16	TLT BWL CLEANER
<b>QUILL.COM</b>					\$508.43	
<b>UC LABORATORY</b>						
	118353	E 602-49450-217	Sewer (GENERAL)	Testing	\$1,264.37	WWTP LABS
	118353				\$0.00	
<b>UC LABORATORY</b>					\$1,264.37	
<b>ZARNOTH BRUSH WORKS</b>						
	019623	E 100-43100-210	Street Maintenanc	Operating Expenses	\$335.00	CURB BROOM ST SWEEPER
<b>ZARNOTH BRUSH WORKS</b>					\$335.00	
2023 12FA01U					\$20,983.63	
					\$302,796.28	

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<b>AFLAC</b>						
112411	920288	G 910-21712			\$119.08	PR VNDR LBLTY
	920288	G 910-21724			\$269.10	PR VNDR LBLTY
	920288	G 910-21718			\$54.47	PR VNDR LBLTY
	920288	G 910-21715			\$73.49	PR VNDR LBLTY
	920288	G 910-21713			\$111.28	PR VNDR LBLTY
					<u>\$627.42</u>	
<b>AFLAC</b>						
<b>CHATFIELD PUBLIC LIBRARY</b>						
112409	2023-2	R 211-45500-3620	Libraries (GENERA		-\$100.00	PR VNDR LBLTY
	2023-2	G 910-21728			\$100.00	PR VNDR LBLTY
					<u>\$0.00</u>	
<b>CHATFIELD PUBLIC LIBRARY</b>						
<b>DELTA DENTAL</b>						
112413	CNS000	G 910-21711			\$949.74	PR VNDR LBLTY
					<u>\$949.74</u>	
<b>DELTA DENTAL</b>						
<b>EFTPS</b>						
112404	055703	G 910-21701			\$4,887.30	PR VNDR LBLTY
	055703	G 910-21703			\$5,075.46	PR VNDR LBLTY
	055703	G 910-21709			\$1,593.10	PR VNDR LBLTY
					<u>\$11,555.86</u>	
<b>EFTPS</b>						
<b>EMPOWER   MNDCP</b>						
112407	114327	G 910-21719			\$682.05	PR VNDR LBLTY
					<u>\$682.05</u>	
<b>EMPOWER   MNDCP</b>						
<b>HEALTH EQUITY</b>						
112408	11-28-2	G 910-21726			\$2,642.09	PR VNDR LBLTY
					<u>\$2,642.09</u>	
<b>HEALTH EQUITY</b>						
<b>MN PEIP</b>						
112415	132634	G 910-21706			\$18,297.84	PR VNDR LBLTY
					<u>\$18,297.84</u>	
<b>MN PEIP</b>						
<b>MN REVENUE</b>						
112405	1-666-0	G 910-21702			\$2,417.65	PR VNDR LBLTY
					<u>\$2,417.65</u>	
<b>MN REVENUE</b>						
<b>NCPERS GROUP LIFE INSURANCE</b>						
	384000	G 910-21707			\$128.00	PR VNDR LBLTY
					<u>\$128.00</u>	
<b>NCPERS GROUP LIFE INSURANCE</b>						
<b>PERA</b>						
112406	SOMPE	G 910-21704			\$5,951.09	PR VNDR LBLTY
	SOMPE	G 910-21705			\$4,442.22	PR VNDR LBLTY
					<u>\$10,393.31</u>	
<b>PERA</b>						
<b>SUN LIFE ASSURANCE COMPANY</b>						
112410	113277	G 910-21720			\$594.25	PR VNDR LBLTY
					<u>\$594.25</u>	
<b>SUN LIFE ASSURANCE COMPANY</b>						
<b>TASC</b>						
112412	112220	G 910-21714			\$331.25	PR VNDR LBLTY
					<u>\$331.25</u>	
<b>TASC</b>						
					<u>\$48,619.46</u>	



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						\$48,619.46	

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 Current Period: November 2023  
 2023 11ADM03

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
<b>TASC</b>						
112416	IN2943	E 100-41500-310	City Clerk	Other Professional Servic	\$16.04	COBRA - ADMINISTRATION FEE
					\$16.04	
2023 11ADM03					\$16.04	
					\$16.04	

((BatchID] in (19522))



**City of Chatfield**  
**Batch Listing - Unposted Summary**  
 Current Period: November 2023  
 2023 11ADM04

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
<b>ROOT RIVER STATE BANK</b>						
112417	NOV 20	E 100-41500-310	City Clerk	Other Professional Servic	\$80.45	INT BANKING CHARGES 45+20.45+15
<b>ROOT RIVER STATE BANK</b>					\$80.45	
<b>UNITED STATES POSTAL SERVICE</b>						
058708	582418	E 603-49500-322	Refuse/Garbage (	Postage	\$110.80	UB PSTG ALLCTN 19.24%
	582418	E 602-49450-322	Sewer (GENERAL)	Postage	\$348.86	UB PSTG ALLCTN 60.58%
	582418	E 601-49400-322	Water Utilities (GE	Postage	\$116.21	UB PSTG ALLCTN 20.18%
<b>UNITED STATES POSTAL SERVICE</b>					\$575.87	
2023 11ADM04					\$656.32	
					\$656.32	

((BatchID] in (19528))



**CITY OF CHATFIELD  
FILLMORE & OLMSTED COUNTIES  
RESOLUTION 2023-15  
RESOLUTION DESIGNATING ANNUAL POLLING PLACE**

**WHEREAS**, it is important that citizens exercise their right to vote at their local polling place;

**WHEREAS**, Minn. Stat. § 204B.16 requires the city council to designate its local polling place for elections annually;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Chatfield, located in both Fillmore and Olmsted Counties, Minnesota does hereby designate the Chatfield Center for the Arts building at 405 South Main Street SW, Chatfield, Minnesota as its polling place for 2024.

**BE IT FURTHER RESOLVED**, that the City of Chatfield notify residents of this designation by following the requirements of Minn. Stat. § 205.16.

**Dated: December 11, 2023.**

---

Michele Peterson, City Administrator

Good Afternoon Rocky.

In the past 90 days things have gone from crazy to insane. After heading up an investigation, it had opened up many more opportunities within the union as well as being recently installed as the Aeromedical Chair and spokesperson for Sun Country. SO, I'm now in charge of all 700 pilots and the health and well-being when it comes to the medical certificates. Ironically enough, after assuming the position I have medicated out myself and have been grounded for November, and pending the results of my upcoming MRI, could be down for around 6 months. The medical issue has actually had me working more than I ever was being I am one of the only ones at Sun Country who has a specialization in Human Factors and some of the things troubling our airline (and every other airline) are Human Factor issues. I am pushing even harder in my graduate classes to finish and continue onto my PHD in that aspect.

I was also hired at the University of Minnesota - Mankato as one of their professors. I will be teaching Aeromedical & Human Factors, Aviation Safety, and have been brought on as one of their Jet simulator instructors. It is more fun to be the one torturing the students by setting them on fire and shutting down their engines. Brings a newfound joy to my life. And, as you know, I really enjoy teaching!

It has been a lot of hemming and hawing, lots of talking with other about how things are going and what the future looks like. But I think that in the end, it is time to officially hang up my EMS hat. 20 years in total was a good run, but I know my talents are being utilized in other places where my passion lies. As much as I continue to miss EMS and the feelings that come along with it, I feel it's the world's way of telling me that it's time to move on in chapter 2, and to stop referencing chapter 1.

I appreciate everything you have done as well getting to reconnect with some long-lost friends, but also get to know some other great people of the Chatfield area. I just feel that it would be unfair to continually ask for time off or not be able to meet the run requirements when the airline gets busy and commands additional time here and there.

Thank you so much again!! I did really enjoy my time with you and everyone else on the crew.

**Adam B. Taylor**

*First Officer*

**B737 – MSP**

[Adam.taylor@suncountry.com](mailto:Adam.taylor@suncountry.com)

**(507) 261-3131**

Subject: CCTV Ambulance

>

>

> Morning Kay...After our last CCTV Board meeting, we made the decision  
> that the CCTV Ambulance had served its purpose, is definitely end of  
> life and we'd definitely have to put some money into it to revive it.

>

> Now, in doing a bit of research on used ambulances, several that are  
> in much better shape than ours, I don't see it selling in its  
> condition; while there was some talk of listing it as an auction item,  
> my two cents is to send it to the junkyard. What I don't have any  
> knowledge of is the process of decommissioning a city asset and who  
> takes care of that. Any insight would be welcomed, thanks!

>

> Andy

11/12/23

I, Chandler Erickson, am retiring from  
the Chatfield Fire Department. This is  
my letter of resignation.

Chandler Erickson

# City of Chatfield

## Resolution 2023-25

### Resolution Appointing Fire Department Officers

**WHEREAS**, by Minnesota Statue, the cities appoint fire department officers for volunteer fire departments;

**AND WHEREAS**, the Chatfield Fire Department firefighters are recommending to the City council the following appointments for 2024;

Name	Position
Lucas Thieke	Chief
Peter Erickson	1 <sup>st</sup> Assistant
Cole McKean	2 <sup>nd</sup> Assistant
Jason Baldner	Captain
Jill Harstad	Captain
Chris Musty	Training Officer
Steve Schmiedeberg	Safety Officer

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Chatfield that the Council does appoint the Chatfield Fire Department Officers as recommended by the firefighters.

Approved this 11<sup>th</sup> day of December 2023.



## Contract for Consulting Services

This agreement is made between the City of Chatfield, a Minnesota municipal corporation, (hereinafter "City") and

Consultant: Damon Lueck

Address: 3273 Cassie LN SW

City, Rochester State: MN ZipCode: 55902

(hereinafter "Consultant"), for following role, time period & compensation.

Role: Chatfield Cable Television Seasonal Event Coordinator – Girls Basketball

Beginning: 11/01/2023 Ending: At the end of basketball season

Compensation: \$1,612.00 per season (two equal installments \$806.00)

1. This consultant will serve as the primary individual responsible for coordinating the volunteers and activities necessary to film and broadcast Chatfield Public Schools Football (Volleyball / Boys Basketball / **Girls Basketball** / Wrestling / Cross Country and Track and Golf / Softball / Baseball / Music and Drama / Community Concerts and Parades and Events / City Council & School Board Meetings).
2. This position works closely with the Cable Television Administrator.
3. The primary duties include but are not limited to:
  - a. Recruit and coordinate volunteers for all events during the respective sport or season.
  - b. Volunteer to set up, tear down and return equipment for each event, or recruit a volunteer to do so if you are unavailable.
  - c. Manage the operation of each event, insert the sd card int CCTV computer for the technical coordinator to process the footage.
4. Compensation for these services will be, payable in two equal installments after Cable Television Administrator and City Council approval of the agreement signed by the contractor and Mayor. The first payment will be made approximately 15 days after the end of the first month of the season and the second payment will be made approximately 15 days after the second month of the season.
5. Consultant shall not receive any reimbursement from the City for any travel expenses or meals while performing any duties required by this agreement unless approved in advance by the Cable Television Access Board.
6. Consultant, during the period this agreement, shall be considered an independent contractor and not an employee of the City of Chatfield. The consultant is required to maintain motor vehicle insurance throughout the duration of the contract.
7. Either party may terminate this agreement during its term for any reason upon the giving of 30 days prior written notice to the other. In the event the City terminates the agreement before the end of the term set forth, Consultant shall not be entitled to any payment for a period in which services are not performed. Otherwise, this agreement shall terminate at the end of the basketball season.

Agreed to between the parties hereto, for the period set forth above.

\_\_\_\_\_  
Cable Television Administrator  
Sign & Date

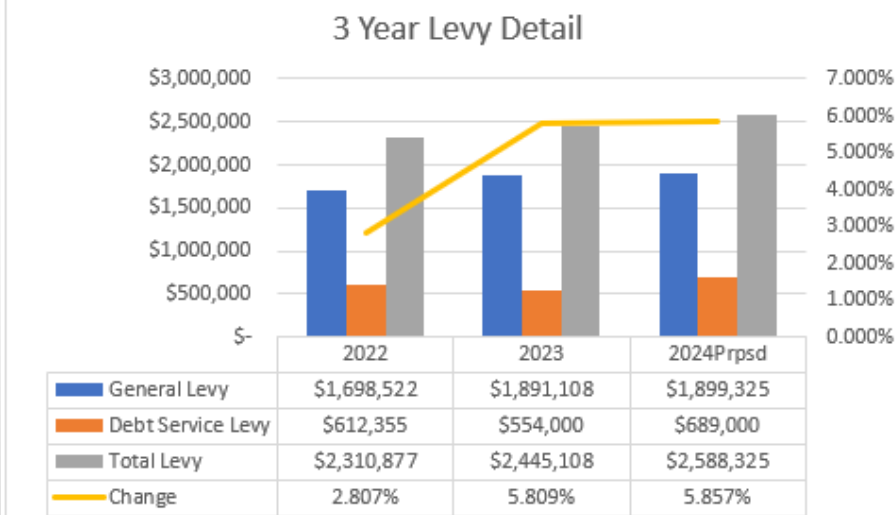
\_\_\_\_\_  
Contractor  
Sign & Date

\_\_\_\_\_  
Mayor  
Sign & Date

## Guiding Principles

- Maintain a steady, predictable, local tax rate.
- Reduce the City's current debt per capita to \$3,500 or less.
- Maintain positive reserves in the City's Enterprise Funds.
- Budget based on specified needs & goals.
- Work plans are based on specific outcomes for results based budgeting.
- Maintain public safety and public works programming that reasonably assures the public of their safety, convenience, and maintenance of property value.
- Develop and maintain technology, communication and administrative services that allow all interested parties to be well informed while protecting the City's critical data and operating systems.
- Maintain the city's strong bond rating and financial position (AA).  
\* The City's AA bond rating ranks Chatfield among the upper tier of cities in the State relative to its credit rating.

## 2024 Tax Levy Proposal



\*General Levy Includes: Admin, Park, Street, Ambulance, Fire, Police, Library, etc.

## Cost Drivers

- Escalating Equipment Prices.
- Technology Equipment | Security
- Insurance
- Inflation

## Averaged Community Property Tax Breakdown



County	School	City	Other
21.11%	24.36%	53.03%	1.50%

## City Services Breakdown



Public Safety	Public Works	Admin, Other
20.72%	20.52%	14.28%

Arts, Culture, Library	Debt Service	Planning & Development
12.00%	26.62%	5.86%

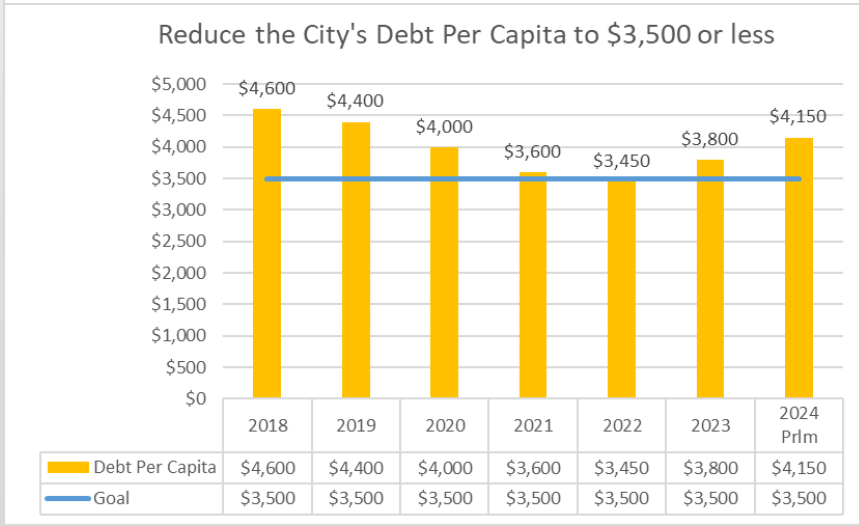
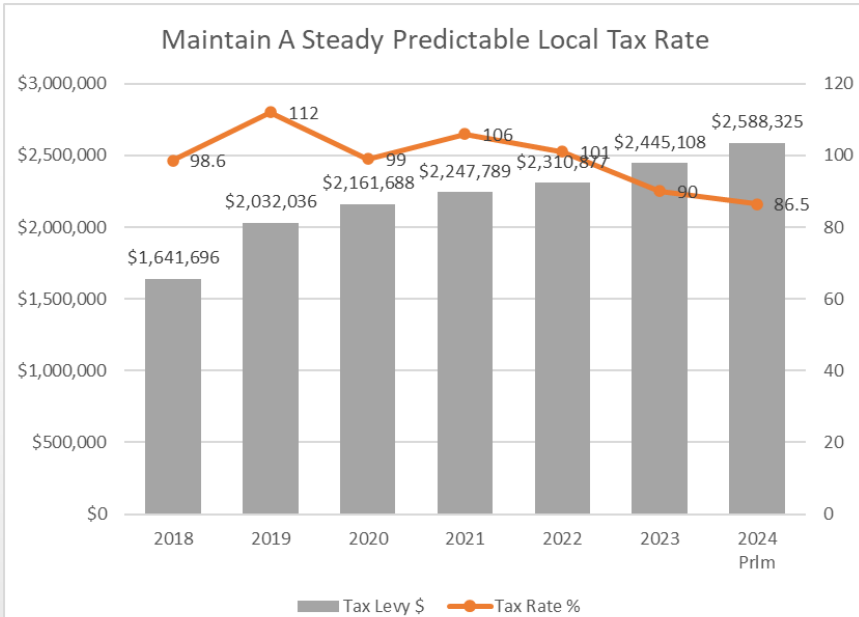
## Enterprise Fund (Utility) Rates

- Sanitary Sewer (Wastewater) fund—0% increase in rates
- Water Fund—15%.
- Garbage Fund— 0% increase in rates

## General Fund | WWTP Debt

- General Fund provided annual subsidies to the WWTP Debt Service Fund in the principal amount of \$1,215,000 from 2011-2021
- The last payment from the Sanitary Sewer Fund to the WWTP Debt Service Fund will be in 2026
- Beginning in 2027, the Sanitary Sewer Fund could repay the General Fund \$100,000 per year for 23 years.

## Tracking Results



## Community Contributions

- Mill Creek Streambank Improvements
  - Legacy Funding via State of Minnesota
- Tax Abatement Revenue
  - ~\$43,000 / \$225,000 to-date

## 2024 Goals

### Ambulance Department

- Recruit & Retain EMT's
- Develop Solutions to Staffing Gaps
- Asst. Director more involved in Training

### Administration (Clerk, Finance, IT)

- Negotiate Mediacom Franchise Renewal
- Update all Capital Plans, Finance Policies & Personnel Policy
- Strategic Plan Implementation
- Build community survey / engagement program
- Update website

### EDA

- Housing
- Hotel
- Support existing & prospective business development
- Enterprise Drive Lots

### Library

- Grounds & Landscaping Maintenance
- Increase programming to adults
- Acquire & circulate more non-traditional materials
- Invest in staff to specifically manage the care, cleanliness, health and beauty of the library's landscaping.
- Pursue strategic initiatives.

### Parks Department

- Streambank restoration in Groen Park
- Upgrade zip-line feature

### Police Department

- Replace a squad car, squad laptop and tasers

### CCTV

- Upgrade Equipment & Services
- Increase sponsors & offerings

### Street Department

- Complete 2023 Street Project
- Replace Sweeper and Snow Pusher

### Water Department

- Replace three hydrants
- Complete 2023 Street / Water Improvement Project
- Pull Well #2
- Complete lead & copper compliance inventory

### Wastewater Department

- Continue manhole rehab / reconstruction
- Plan reed bed cleaning & replacement options
- Camera sewer pipes
- Electric & water conservation



ORDINANCE NO. 467

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

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

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

City of Chatfield <b>2024 Schedule of Fees</b>	
\$30.00	Returned Check / Payment Fee / etc.
3.5%	Surcharge Fees for Credit & Debit Card Transactions except for swimming pool transactions.
<b>Copying / Printing</b>	
\$.25 / .10*	8.5 x 11 (one sided) Black & White *if customer provides paper
\$.50 / .25*	8.5 x 11 (one sided) Color *if customer provides paper
\$.25 / .10*	11 x 17 (one sided) Black & White *if customer provides paper
\$.50 / .25*	11 x 17 (one sided) Color *if customer provides paper
\$.25 page	Fax (Receive)
\$1.00 flat	Fax (Send)
\$.10	Folding per page stuffed in envelopes
\$10.00	CCTV DVD
<b>Camping</b>	
\$15.00	Per night camping fee at Shady Oak Park
\$90.00	Per week camping fee at Shady Oak Park
<b>Swimming Pool</b>	
\$170.00	Family Membership
\$120.00	Individual Membership
\$7.00	Afternoon Daily Fee
\$5.00	Evening Daily
\$3.00	Sunday Family Swim – Afternoon
\$5.00	Midnight Swim
\$50.00	Swimming Lessons – Members
\$60.00	Swimming Lessons – Non-Members
\$100.00	Swimming Lessons – <b>Private</b> , Participants must be from one nuclear family, must be at the same swimming level, with a maximum of 2 individuals.
\$25.00	Toddler Time – Members
\$30.00	Toddler Time – Non-Members
\$60.00	Lap Swim – Season
\$6.00	Lap Swim – Per Session
\$50.00	Water Aerobics – Season
\$6.00	Water Aerobics per Session
\$150.00	One hour rental of entire facility, up to 25 swimmers plus \$2.00 for additional swimmers.
\$200.00	Two-hour rental of entire facility, up to 25 swimmers plus \$4.00 for additional swimmers.
\$250.00	Three-hour rental of entire facility, up to 25 swimmers plus \$6.00 for additional swimmers.
\$100.00	Non-Refundable Deposit for Pool Rental, with exception for inclement weather.
<b>Ambulance Fees</b>	
\$800.00	BLS Transport

\$900.00	BLS Transport Outside PSA
\$15.00	Per Loaded Mile
\$1,200.00	ALS Transport
\$1,300.00	ALS Transport Outside PSA
\$1,200.00	EMT Class (Test Not Included)
\$300.00	EMT Refresher Class (Test Not Included)
\$100.00	Practical Test
\$50.00	First Aid for Daycare (Includes CPR)
\$45.00/ 75.00	CPR or First Aid Class / Both
<b>Street</b>	
\$3,000.00	Street Excavation Deposit to ensure restoration of street surface Decrease from \$4,000
\$150.00	Hourly rate for cleaning streets related to private contractor/construction
<b>Water Rates</b>	
\$18.60	Base Monthly Fee Increase from \$16.17
\$6.49	Per 1,000 gallons > 2,000 \$.00649 per gallon Increase from \$5.64 / \$.00564
\$9.95	Bulk Water per 1,000 gallons ..... \$.00995 per gallon Increase from \$8.65 / \$.00865
\$1,600.00	Residential Hook-up Fee. Non-residential fees are based on an equivalency calculation
\$3,000.00	Water Access Charge/Acre
<b>Sanitary Sewer Rates</b>	
\$48.55	Base Monthly Fee
\$10.42	Per 1,000 gallons > 2,000 \$.01042 per gallon
\$64.16	Non-Metered Monthly Fee based on 3,500 gallons
\$2,600.00	Residential Hook-up Fee. Non-residential fees are based on an equivalency calculation
\$2,000.00	Sewer Access Charge/Acre
<b>Apartment Building Hook-up Fees (Combined water &amp; sewer)</b>	
\$4,200.00	2 Unit Building
\$6,300.00	3 – 4 Unit Building
\$8,400.00	5 – 8 Unit Building
\$10,500.00	9 – 12 Unit Building
\$12,600.00	13 – 16 Unit Building
\$14,700.00	17 – 20 Unit Building
\$16,800.00	21 – 24 Unit Building
<b>Residential Solid Waste</b>	
\$8.80	Garbage Service Per Month
\$6.62	Recycling Fee
Variable	Fuel Surcharge by Calculation each month
\$2.15 or \$2.33 with SW Tax	Yellow Bag – 33 Gallon
\$1.50 or \$1.62 with SW Tax	Yellow Bag – 15 Gallon
<b>Electric Vehicle Charger</b>	
\$.20	Per kwh
<b>Cat / Dog Licenses</b>	
\$15.00	Neutered/Spayed
\$25.00	Non-Neutered/Spayed
\$15.00	Impound / Release Fee (Minimum)
\$10.00	Penalty for Late Licensure
\$3.00	Pound Fee (Daily, after the first 24 hours)
<b>Adult Entertainment License Fees</b>	
\$750.00	Initial Investigation Application Fee for Adult Entertainment Business License

<b>Alcohol License Fees</b>	
\$125.00	3.2 Beer License (Annual)
\$50.00	Intoxicating Liquor License Investigation Fee (Individual)
\$100.00	Intoxicating Liquor License Investigation Fee (Corporation)
\$100.00	Off-Sale License
\$300.00	Club License
\$100.00	Wine License On-Sale
\$75.00	Temporary On-Sale License
\$900.00	On-Sale License for applicant who has not held a license in the city for a period of 12 full consecutive months prior to making application.
\$900.00	Renewal Fee for establishments with liquor sales between \$0 - \$19,999.99.
\$1,100.00	Renewal Fee for establishments with liquor sales between \$20,000 - \$39,999.99.
\$1,300.00	Renewal Fee for establishments with liquor sales between \$40,000 - \$59,999.99.
\$1,500.00	Renewal Fee for establishments with liquor sales between \$60,000 - \$79,999.99.
\$1,700.00	Renewal Fee for establishments with liquor sales between \$80,000 - \$99,999.99.
\$1,900.00	Renewal Fee for establishments with liquor sales between \$100,000 - \$119,999.99.
\$2,100.00	Renewal Fee for establishments with liquor sales between \$120,000 - \$139,999.99.
\$2,300.00	Renewal Fee for establishments with liquor sales between \$140,000 - \$159,999.99.
\$2,500.00	Renewal Fee for establishments with liquor sales between \$160,000 - \$179,999.99.
\$2,700.00	Renewal Fee for establishments with liquor sales between \$180,000 - \$199,999.99.
\$2,900.00	Renewal Fee for establishments with liquor sales greater than \$200,000.00.
No Charge	Sunday Liquor Surcharge
<b>Merchant Fees</b>	
\$20.00	Transient Merchant Fee
<b>Fire Department Charges</b>	
\$500.00 +	Fire Call + Cost of Supplies
Cost of Supplies +	Fire Call
\$250/hr. after 1 <sup>st</sup> hr.	Fire Call
\$500.00	Fire Department response to an auto accident
<b>Zoning / Building Permit / Development Fees</b>	
\$300 + \$20 per lot	General Development Plan Filing
\$400 + \$20 per lot	Preliminary Plat Filing
\$150 + \$20 per lot	Final Plat Filing
1/10 <sup>th</sup> acre per Unit	Parkland Dedication Fee is 1/10 <sup>th</sup> of an acre per residential unit or the cash equivalent, whichever is chosen by the city.
\$375.00	Variance Application
\$250.00	Conditional Use Permit Application
\$375.00	Zoning Amendment Application
As charged by County	Addressing Fee, per lot – Olmsted County
As charged by County	Addressing Fee, per lot – Fillmore County
\$10.00	Permit Application for use of a semi-trailer for storage
By Appl.	Sign Permit Application
By Appl.	Building Permit
By Appl.	Plan Review Fee
By Appl.	Mechanical Permit Fee
By Appl.	Plumbing Permit Fee
By Appl.	Water Heater Permit Fee
By Appl.	Fireplace Permit Fee
By Appl.	Roofing Permit Fee
By Appl.	Siding Permit Fee

By Appl.	Furnace Permit Fee (\$1.00 State Surcharge is included)
By Appl.	Air Conditioner Permit Fee (\$1.00 State Surcharge is included)
By Appl.	Install Gas Pipeline Fee (\$1.00 State Surcharge is included)
By Appl.	Mfg. Home Demolition (\$1.00 State Surcharge is included)
By Appl.	Window / Door Replacement Fee (\$1.00 State Surcharge is included)
By Appl.	Demolition Permits
<b>Administrative Fines</b>	
\$100.00	Prohibited damage or destruction of trees/flora
\$100.00	Unauthorized services and meter tampering
\$100.00	Unlawful deposit of waste or refuse
\$50.00	Dog or Cat Licenses; certain animals prohibited
\$25.00	Number of Dogs/Cats exceeding the number allowed
\$25.00	Animals running at large
\$25.00	Interference with apprehension of animals/tampering with impound
\$25.00	Animal Causing Disturbance
\$50.00	Abusing animals
\$50.00	Condition of premises; Excrement
\$25.00	U-turns prohibited at certain intersections (Main & First, Second, Third & Fourth)
\$50.00	Violation of traffic control devices
\$100.00	Violation of traffic control devices in a manner endangering public safety
\$50.00	Curfew violation (juvenile petty offense)
\$50.00	Legal Guardian allowing curfew violation
\$50.00	Excessive noise prohibited, generally
\$50.00	Loud Parties prohibited
\$100.00	Public Nuisance, generally
\$100.00	Discharging firearms in city
\$50.00	Violation of building codes, including permits, fees, etc.
\$25.00	Location/permanent use: parking recreational equipment on city streets, 48-hour limit
\$25.00	Winter Parking Violation
<b>Police Administration</b>	
\$10.00	Fingerprinting Applicant Card (Includes up to 2 cards for fee)
\$150.00	Standard Tow and Impound
Actual Cost	Extra Tow charge (any tow beyond standard)
\$20.00	Impound Fee (for any extra tow)
\$10.00	Storage-per day (after 1 <sup>st</sup> 24 hours)
No Charge	Copy of Reports: Less than 10 pages
\$.25 per page	Copy of Reports: 10 – 100 pages
Actual Cost	Copy of Reports: More than 100 pages (per statute)
\$20.00	Copy of Video Tape
\$15.00	Copy of DVD
\$10.00	Copy of Video Recording

Section 2. This ordinance shall be effective 30 days following its publication.  
Passed and adopted by the City Council of the City of Chatfield, Minnesota, this 11th day of  
December 2024.

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

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



**Resolution 2023-16  
Certifying the Property Tax Levy for Taxes Payable in 2024**

**WHEREAS**, the City of Chatfield has prepared a budget for the operations of the City of Chatfield for the 2024 calendar year, and

**WHEREAS**, it has been determined that a property tax levy in the amount stated below is necessary to meet the needs outlined in the budget:

<b>Fund Name</b>	<b>2024</b>
<b>General Fund</b>	<b>\$1,899,325</b>
<b>2012A Debt Service</b>	<b>\$0</b>
<b>2014A Debt Service</b>	<b>\$42,000</b>
<b>2016A Debt Service</b>	<b>\$102,000</b>
<b>2017A Debt Service</b>	<b>\$0</b>
<b>2019A Debt Service</b>	<b>\$38,000</b>
<b>2022B Debt Service</b>	<b>\$0</b>
<b>2023A Debt Service</b>	<b>\$190,000</b>
<b>Total Non-Referendum Base Levy</b>	<b>\$2,271,325</b>
<b>2018A Referendum Based Levy</b>	<b>\$317,000</b>
<b>Total Tax Asking</b>	<b>\$2,588,325</b>

**And WHEREAS**, the budget and proposed tax levy has been presented to the public at a regular meeting of the City Council in compliance with Truth in Taxation regulations, and

**WHEREAS**, the City Council would like to declare a date, time and place of that regular meeting at which public input will be invited,

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Chatfield, County of Fillmore, Minnesota, that the 2024 final budget and property tax levy be adopted,

**BE IT FURTHER RESOLVED** that the special levies established by prior resolutions hereby be amended to the above stated amounts.

**AND BE IT YET FURTHER RESOLVED** that the City Administrator is hereby instructed to transmit a certified copy of this resolution to the county Auditor of Fillmore County, Minnesota.

Approved December 11, 2023



# City of Chatfield

Thurber Community Center • Chatfield Municipal Building  
21 Second Street Southeast • Chatfield, Minnesota 55923 • 507-867-3810  
[www.ci.chatfield.mn.us](http://www.ci.chatfield.mn.us)

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## MEMORANDUM

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**TO:** PLANNING & ZONING COMMISSION AND CITY COUNCIL  
**FROM:** LOGAN TJOSEM, ZONING ADMINISTRATOR AND PLANNER  
**SUBJECT:** HILLTOP ESTATES FOURTH PRELIMINARY AND FINAL PLAT  
**DATE:** 12/4/2023  
**CC:**

---

**Location of Property:** The property is located east of the intersection of Hillside Drive SE and Wisdom Lane, south of the Hilltop Lane SE cul-de-sac, along the extension of Wisdom Court SE and is southeast of the Chatfield Elementary School.

**Proposed Use:** To subdivide six single-family home lots and three blocks with a dedicated public right-of-way extension of Wisdom Court SE.

**Land Use-** The use as single-family dwellings is consistent with the Land Use Plan as low density residential.

**Zoning-** The current property is within the R-1 zoning district and residential homes are consistent with the Zoning District as a permitted use.

Total platted area: 3.02 acres

**Street Patterns and access-** The preliminary plat shows two public streets (Wisdom Court SE and Whitetail Lane SE) both as a 66' R-O-W with 4" drive-over curb and gutter typical street design. A 45 ft. temporary turnaround is planned for the end of Wisdom Court SE until the street is extended for future development.

**Sidewalks-** Sidewalks will be constructed along the north side of Wisdom Court SE and along the west side of Whitetail Lane SE as shown on the sidewalks/pathway plan in the Hilltop Estates General Development Plan. (See attached plan).

**Public Utilities:** An 8” sanitary sewermain and an 8” watermain will be extended from Wisdom court to serve the six lots within Hilltop Estates Fourth Addition.

**Parkland Dedication:** The parkland dedication for six lots is 0.6 acres per Section 111-222 of the Subdivision Code, “plats need .1 acres per residential unit to be dedicated for parks”. However, a surplus parkland dedication was made during the Hilltop Estates Subdivision by dedicating parkland, water tower, and booster station acreages and there is a credit for a portion of this requirement. The Parkland Dedication credit is defined in the Hilltop Estates Fourth Development Agreement.

**Referral Comments:**

1. Chatfield Public Works, comments contained in the DA.
2. City of Chatfield EDA, comments contained in DA.
3. Chatfield City Engineer, comments contained in the DA.

**Public Hearing:** A public notice was sent into the official paper on November 16<sup>th</sup>, 2023 for a public hearing to be held on Monday, December 4<sup>th</sup>, 2023.

**Staff Recommendations:** Staff is recommending approval of the preliminary and final plat with the following conditions:

- 1) A turn-around must be **coordinated and approved by the City Engineer and Public Works Staff on-site and shown on an updated set of plans** for the end of Whitetail Lane SE like that of Wisdom Court SE.
- 2) Sidewalk must be put in as shown on the preliminary plat that is consistent with the sidewalk plan as development occurs. This will be enforced during the building permit process and sidewalks must be constructed prior to the Certificate of Occupancy.
- 3) Adhere to and follow the approved Development Agreement for Hilltop Estates Fourth.

**Preliminary Plat Action:** The planning commission shall approve, approve with conditions, or disapprove within 30 days after review at a regularly scheduled meeting, and shall within that time period submit a recommendation with written comments to the city council.

**Final Plat Action:** The city council shall hold a public hearing on the final plat after receiving comments and recommendations from the Planning Commission and all the review agencies. The city council shall, by resolution adopted within 60 days after the public hearing, approve, approve with conditions, or disapprove the final plat.

**Attachments:**

- 1) Hilltop Estates Preliminary Plat
- 2) Hilltop Estates Fourth CP & GP (11/15/2023)
- 3) Sidewalk Pathway Plan for Hilltop Estates
- 4) Hilltop Estates Final Plat

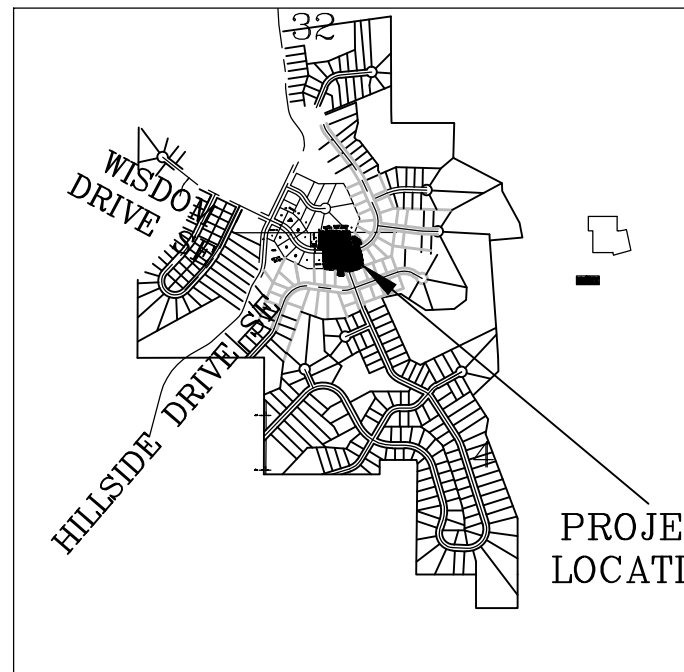
**LAND DESCRIPTION:**

That part of the Southeast Quarter of the Northwest Quarter of Section 4, Township 104 North, Range 11 west, Fillmore County, Minnesota, described as follows:

Beginning at the northeast corner of Lot 4, Block 1, HILLTOP ESTATES THIRD ADDITION according to the recorded plat thereof on file at the Office of the County Recorder, Fillmore County, Minnesota (the next 3 courses are along the east line of said HILLTOP ESTATES THIRD ADDITION); thence South 00°12'46" East, along the east line of said Lot 4, a distance of 150.01 feet; thence North 89°47'28" East 46.89 feet; thence South 00°12'46" East 226.00 feet; thence North 89°47'28" East 208.40 feet; thence southerly 29.40 feet along a non-tangential curve, concave to the northeast, said curve has a radius of 333.00 feet, a central angle of 05°03'29" and the chord of said curve bears South 15°13'10" East 29.39 feet; thence North 74°30'56" East, not tangent to said curve, 187.77 feet; thence North 12°38'17" West 223.25 feet; thence westerly 82.41 feet along a non-tangential curve, concave to the north, said curve has a radius of 257.00 feet, a central angle of 18°22'25" and the chord of said curve bears South 80°36'15" West 82.06 feet; thence South 89°47'28" West, tangent to said curve, 14.40 feet; thence North 00°12'32" West 150.00 feet to the south line of Block 1, HILLTOP ESTATES FIRST ADDITION, according to the recorded plat thereof on file at the Office of the County Recorder, Fillmore County, Minnesota; thence South 89°47'32" West, along said south line, 300.60 feet to the point of beginning.

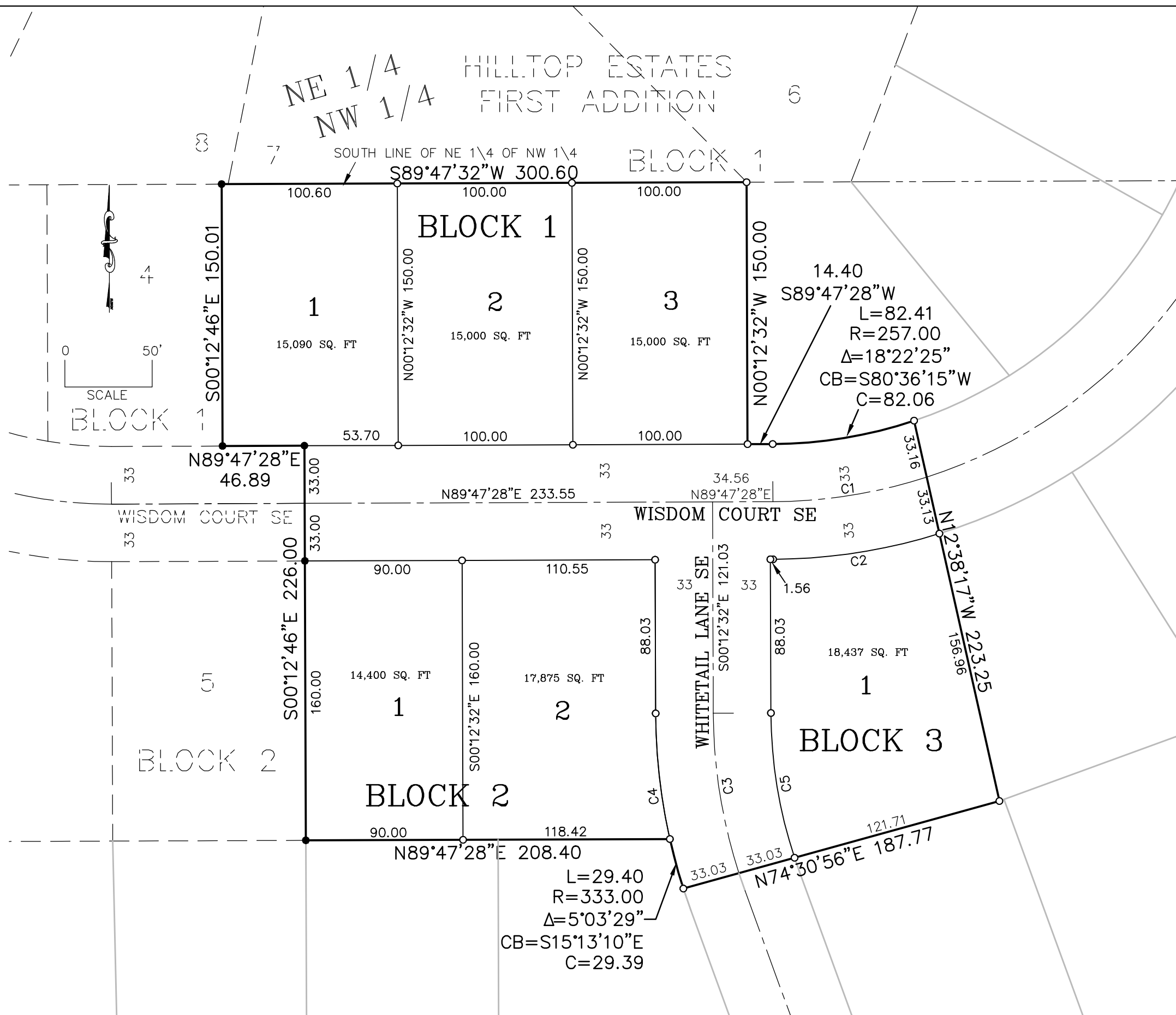
Containing 3.02 acres.

**VICINITY MAP**



**PROJECT LOCATION**

SEC. 4, T. 104 N., R 11 W.  
"NOT TO SCALE"



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
Geoffrey G Griffin  
REG. NO. 21940

DATE: 10/5/2023  
Prepared For:  
G-Cubed Development  
14070 HWY 52 SE  
Chatfield, MN 55923  
FILE NO.: 02-008

**G<sup>3</sup>-Cubed**  
14070 Hwy 52 S.E.  
Chatfield, MN 55923

**ENGINEERING SURVEYING PLANNING**  
Ph. 507-867-1666  
Fax 507-867-1665  
www.ggg.to

DESIGNED BSV  
DRAWN BSV  
CHECKED GGG

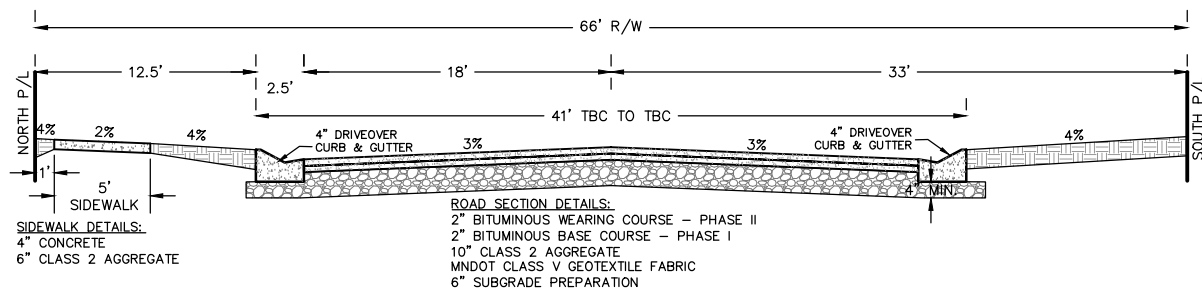
REVISED	BY	DATE
Preliminary Plat	BSV	11/2/23

**CITY OF CHATFIELD**

**HILLTOP ESTATES FOURTH PRELIMINARY PLAT**  
1 OF 1 SHEETS



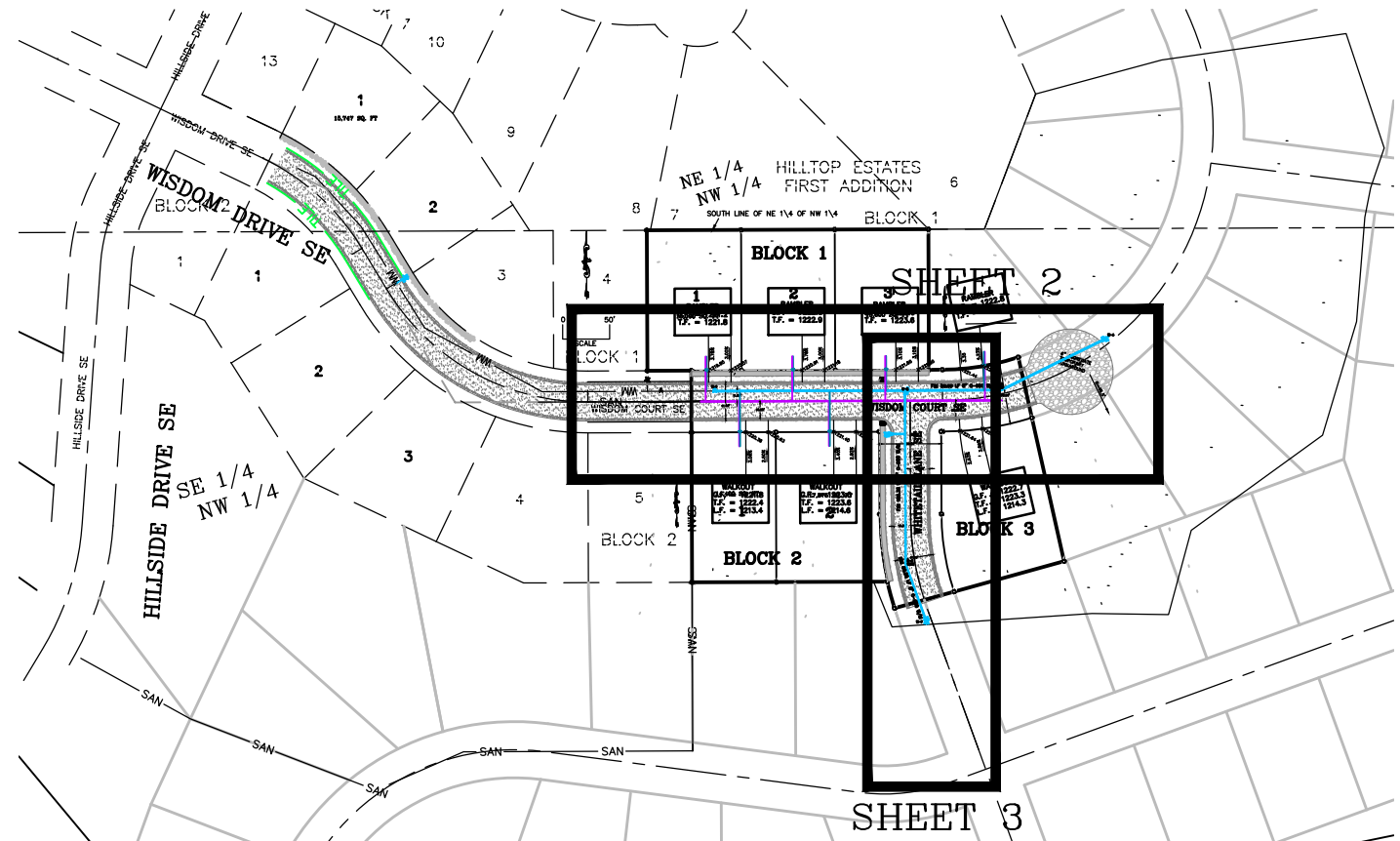
# HILLTOP ESTATES FOURTH ADDITION CONSTRUCTION PLANS



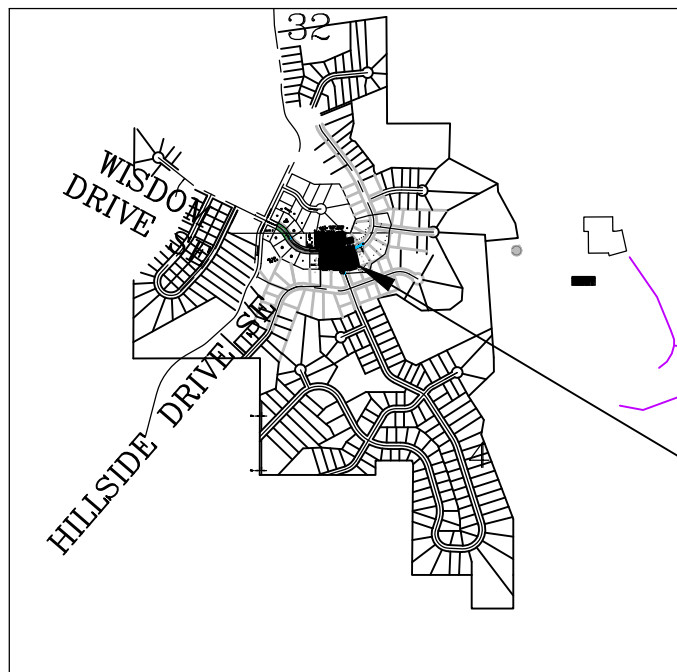
WISDOM DRIVE SE & WHITETAIL LANE SE  
D/O LT, D/O RT  
\*TYPICAL SECTION NOT TO SCALE\*

### CONSTRUCTION NOTES

- 1) ALL MANHOLES SHALL BE TYPE 3 AND HAVE EXTERNAL WATER SEALS. GREEN REFLECTIVE SANITARY MANHOLE MARKERS SHALL BE INSTALLED AT EACH MANHOLE OUTSIDE OF THE STREET.
- 2) F&I TRACER WIRE FOR THE WATERMAIN, SANITARY SEWER, AND LATERAL SERVICES.
- 3) THE BITUMINOUS WEAR COURSE SHALL BE INSTALLED AFTER ONE FREEZE/THAW CYCLE. THE BITUMINOUS WEAR & BASE COURSES SHALL USE TYPE "C" OIL.
- 4) SANITARY SEWER TESTS REQUIRED: MANDREL, AIR TEST, VACUUM TESTING ON MANHOLES, JETTING (IF NEEDED), TELEWISE. WATERMAIN: PRESSURE TEST, BACTERIA TEST.
- 5) THE TEMPORARY TURNAROUND SHALL BE A MINIMUM OF 6" OF AGGREGATE BASE, GEOTEXTILE FABRIC IS NOT REQUIRED.
- 6) CONSTRUCT NEW WATER SERVICES WITH 1" COPPER FROM MAIN LINE TO AND INCLUDING CURB STOP. CONTRACTOR SHALL CONNECT INPLACE WATER SERVICES TO NEW CURB STOP. F&I ALL LABOR & MATERIALS. THIS ITEM IS INCIDENTAL TO WATER SERVICE CONNECTION.
- 7) THE CONTRACTOR SHALL NOTIFY ALL APPROPRIATE ENGINEERING DEPARTMENTS AND UTILITY COMPANIES 72 HOURS PRIOR TO CONSTRUCTION. ALL NECESSARY PRECAUTIONS SHALL BE TAKEN TO AVOID DAMAGE TO ANY EXISTING UTILITY.
- 8) THE LOCATION OF EXISTING UNDERGROUND UTILITIES AND ROCK ELEVATIONS ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES AND ROCK ELEVATIONS BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGE WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES AND ROCK ELEVATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING THE GOPHER STATE ONE CALL 1-800-252-1166
- 9) THE CONTRACTOR SHALL VISIT THE SITE AND INSPECT THE PROJECT AREA AND BE THOROUGHLY FAMILIAR WITH THE ACTUAL JOB CONDITIONS PRIOR TO BIDDING AND THE START OF ANY WORK. FAILURE TO VISIT THE SITE SHALL NOT RELIEVE THE CONTRACTOR FROM PERFORMING THE WORK IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS.



## VICINITY MAP



SHEET INDEX	
SHEET 1	TITLE SHEET, GENERAL NOTES, & VICINITY MAP
SHEET 2	STREET PLAN & PROFILE FOR WISDOM COURT SE
SHEET 3	STREET PLAN & PROFILE FOR WHITETAIL LANE SE
SHEET G1	GRADING & EROSION CONTROL PLAN

PROJECT LOCATION

SEC. 4, T. 104 N., R 11 W.  
"NOT TO SCALE"

### GENERAL EROSION CONTROL AND CONSTRUCTION NOTES:

- 1) PLACE MACHINE SLICED SILT FENCE AS SHOWN ON THE PLANS AND WHERE DIRECTED BY THE ENGINEER, AT TOE OF FILL SLOPES AND MAINTAIN UNTIL TURF HAS BEEN WELL ESTABLISHED. (INSTALLATION OF SILT FENCE MUST TAKE PLACE PRIOR TO DISTURBING THE WATERSHED). INSTALL AND MAINTAIN INLET PROTECTION AT ALL CATCHBASINS AND INLETS LOCATED WITHIN THE PROJECT AND IMMEDIATELY DOWNSTREAM OF THE PROJECT.
- 2) CONSTRUCT AND MAINTAIN TEMPORARY ROCK CONSTRUCTION ENTRANCE AT ALL CONSTRUCTION ENTRANCES USED DURING CONSTRUCTION TO CONTROL SEDIMENT FROM LEAVING SITE PER ROCHESTER STD. PLATE 7-06, CLOSE OTHER ENTRANCES WITH SILT FENCE.
- 3) REMOVE ALL TOPSOIL AND ORGANIC MATERIAL. STOCKPILE IN APPROVED LOCATIONS ON-SITE. PROVIDE PERIMETER CONTROL AROUND ALL STOCKPILES. PROVIDE TEMPORARY COVER IF STOCKPILE WILL BE INPLACE MORE THAN 7 DAYS.
- 4) ALL EXCAVATED MATERIAL SHALL BE PLACED ON SITE AS DIRECTED BY THE ENGINEER OR HAULED TO AN APPROVED LOCATION. ANY TEMPORARY STOCKPILES SHALL HAVE SILT FENCE INSTALLED AROUND THE DOWN SLOPE EDGE TO PREVENT DOWNSTREAM SEDIMENTATION. TEMPORARY COVER SHALL BE ESTABLISHED AFTER 7 DAYS.
- 5) ALL EXPOSED SOIL AREAS MUST BE STABILIZED AS SOON AS POSSIBLE TO LIMIT SOIL EROSION BUT IN NO CASE LATER THAN SEVEN (7) DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.
- 6) THE CONTRACTOR SHALL ROUTINELY INSPECT THE CONSTRUCTION SITE ONCE EVERY 7 DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 0.5 INCHES IN 24 HOURS. ALL INSPECTIONS AND MAINTENANCE CONDUCTED DURING CONSTRUCTION MUST BE RECORDED IN WRITING.
- 7) THIS PROJECT DOES REQUIRE AN NPDES PERMIT BASED ON AREA DISTURBED AND DOES REQUIRE A PERMANENT STORM WATER MANAGEMENT SYSTEM/TREATMENT DUE TO THE INCREASE IN IMPERVIOUS SURFACING BEING MORE THAN ONE ACRE. A SWPPP HAS BEEN PREPARED FOR THIS PROJECT AND SHALL BE PART OF THESE PLANS. BEST MANAGEMENT PRACTICES BEYOND WHAT MAY BE SHOWN ON THIS PLAN OR WITHIN THE SWPPP SHOULD BE CONSIDERED IF GRADING CAUSES EROSION NOT CONTAINED BY MEASURES SHOWN ON THIS PLAN.
- 8) RESPREAD TOPSOIL (4" MIN.), FERTILIZE, SEED, & DISK ANCHOR MULCH ALL DISTURBED AREAS. SOD OR SEED WITH MNDOT MIXTURE 25-131 WITH THE FOLLOWING ADDITIONS.  
FERTILIZER SHALL BE 24-12-24 AND BE APPLIED AT A RATE OF 300 LBS/ACRE.  
MIXTURE 25-131 SEEDING SHALL BE APPLIED AT A RATE OF 220 LBS/ACRE.  
MIXTURE 33-261 SEEDING SHALL BE APPLIED AT A RATE OF 35 LBS/ACRES. (STORMWATER FACILITIES)  
MULCH SHALL BE APPLIED AT A RATE OF 2 TONS/ACRE.  
\*THE SEASON FOR SEEDING SHALL BE FROM APRIL 1ST - JUNE 1ST AND JULY 20TH - SEPTEMBER 20TH, AND AS DORMANT SEEDING AFTER NOV. 1ST. ONLY TEMPORARY SEEDING WILL BE ALLOWED SEPT. 20TH - NOV. 1ST) (REFERENCE MNDOT SEEDING MANUAL FOR ADDITIONAL SEEDING INFORMATION)
- 9) TEMPORARY SEED WITH MNDOT MIX 22-111 (MAY 1ST THRU AUGUST 1ST) OR MNDOT MIX 22-112 (AUGUST 1ST THRU OCTOBER 1ST) AT A RATE OF 100LB/ACRE. INCLUDING DISK ANCHORED MULCH ON ALL SLOPES GREATER THAN 200' OR 5%.
- 10) PER CURRENT MPCA REQUIREMENTS. CONCRETE WASHOUTS, WHICH PROHIBIT WASHOUT LIQUID AND SOLID WASTES FROM CONTACTING THE GROUND AND ENTERING THE GROUNDWATER, MAY BE: APPROVED FACILITIES OFFSITE, PORTABLE ONSITE FACILITIES, OR FACILITIES CONSTRUCTED ONSITE. ON SITE CONSTRUCTED FACILITIES SHALL HAVE A LEAK-PROOF, IMPERMEABLE LINER AND FOLLOW THE CONSTRUCTION, MAINTENANCE AND REMOVAL PROCESSES AS RECOMMENDED ON THE MPCA WEBSITE ([HTTP://WWW.PCA.STATE.MN.US/PUBLICATIONS/WQ-STRM2-24.PDF](http://www.pca.state.mn.us/publications/WQ-STRM2-24.PDF)).
- 11) DITCHES WITHIN 200' OF SURFACE WATER OR PROPERTY LINE STABILIZED IN 24 HOURS AFTER CONNECTION.
- 12) SLOPES STEEPER THAN 4:1 AND 4:1 SLOPES LONGER THAN 30' ARE SEEDED AND PROTECTED WITH EROSION CONTROL BLANKETS OR SODDED AND STAKED. BLANKET CATEGORY 3N PER MNDOT 3885. SLOPES STEEPER THAN 4:1 ARE STABLE FROM LAND-SLIDING AND SURFACE EROSION.
- 13) MINIMIZE CONSTRUCTION TRAFFIC OVER UNPAVED AREAS OF THE SITE.
- 14) FINAL GRADING OF THE INFILTRATION BASINS SHALL BE COMPLETED AFTER MASS GRADING UPSTREAM IS COMPLETE AND STABILIZED.
- 15) INSTALL A DOUBLE ROW OF SILT FENCE BETWEEN WETLANDS AND THE DISTURBED AREAS.
- 16) GOVERNING SPECIFICATIONS - THE MOST RECENT EDITION OF THE CITY OF ROCHESTER STANDARD DETAILS AND SPECIFICATIONS. THE MOST RECENT EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SUBJECT TO ANY AMENDMENTS. ALONG WITH ANY DESIGN CRITERIA LOCATED WITHIN THE OLMSTED COUNTY ZONING ORDINANCE. UNLESS OTHERWISE SPECIFIED WITHIN THIS PLAN.
- 17) CONTRACTOR SHALL OBTAIN ALL UTILITY CONNECTION PERMITS FROM THE CITY PUBLIC WORKS DEPARTMENT.

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE: 10/6/2023  
Prepared For:  
G-CUBED DEVELOPMENT  
14070 HWY 52 SE  
CHATFIELD, MN 55923

G<sup>3</sup>

G-Cubed

14070 Hwy 52 S.E.  
Chatfield, MN 55923

ENGINEERING  
SURVEYING  
PLANNING  
Ph. 507-867-1666  
Fax 507-867-1665  
www.gcg.io

DESIGNED: BSV  
DRAWN: BSV  
CHECKED: MRW

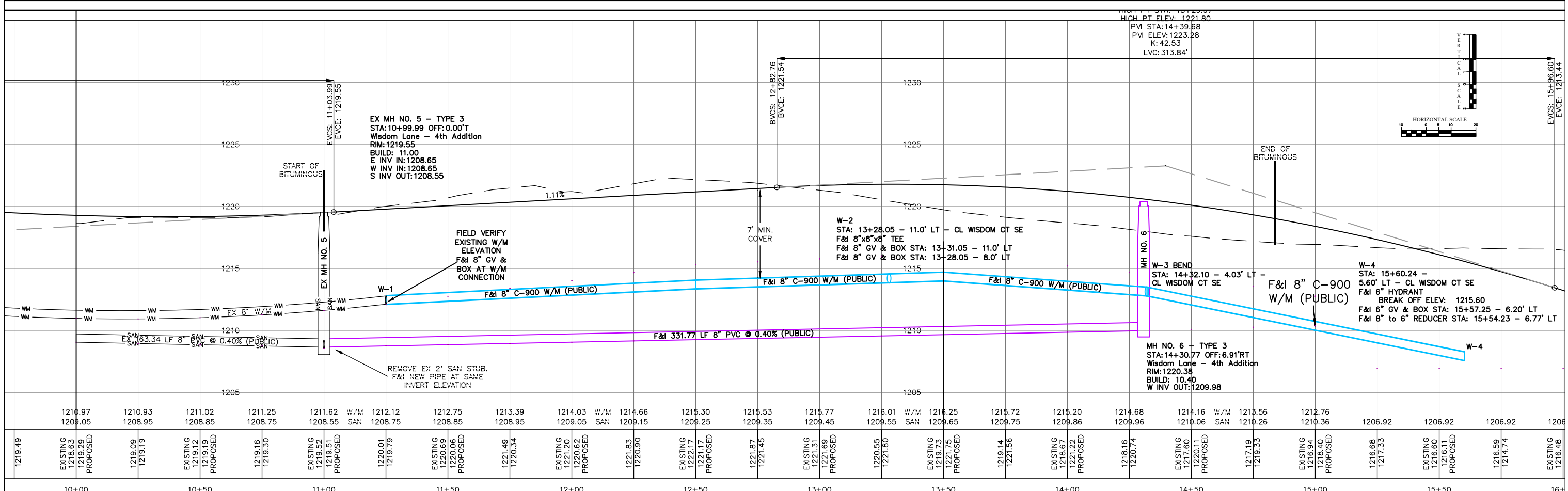
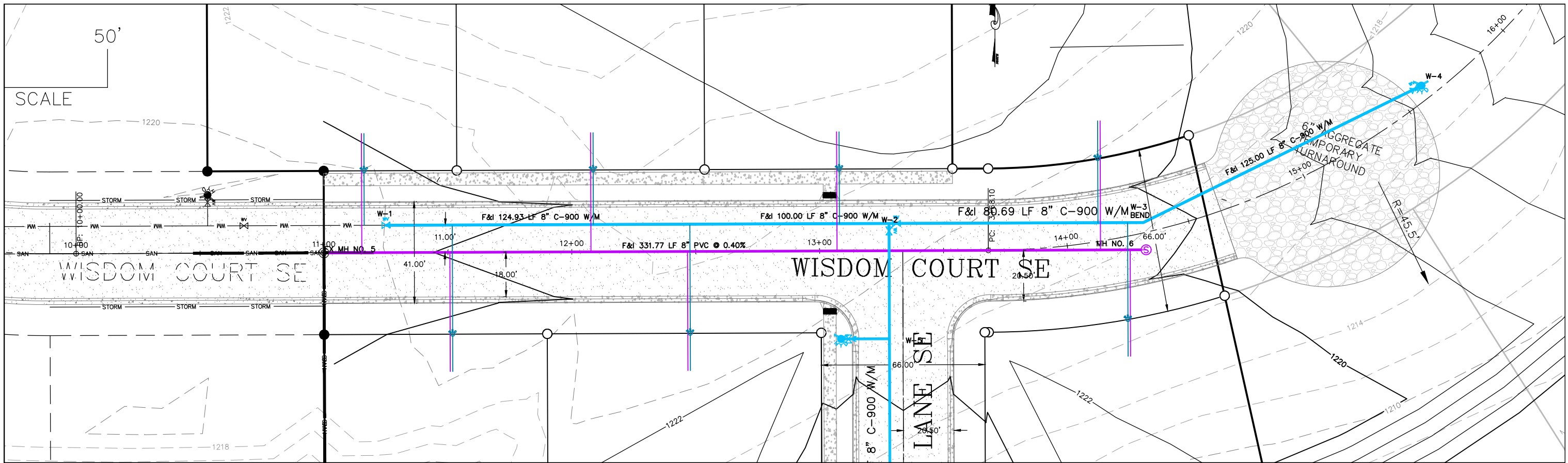
REVISED	BY	DATE
PRELIMINARY	BSV	10/6/23

CITY OF CHATFIELD  
FILLMORE COUNTY

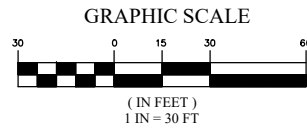
BENCHMARK:

HILLTOP ESTATES FOURTH ADDITION  
COVER SHEET

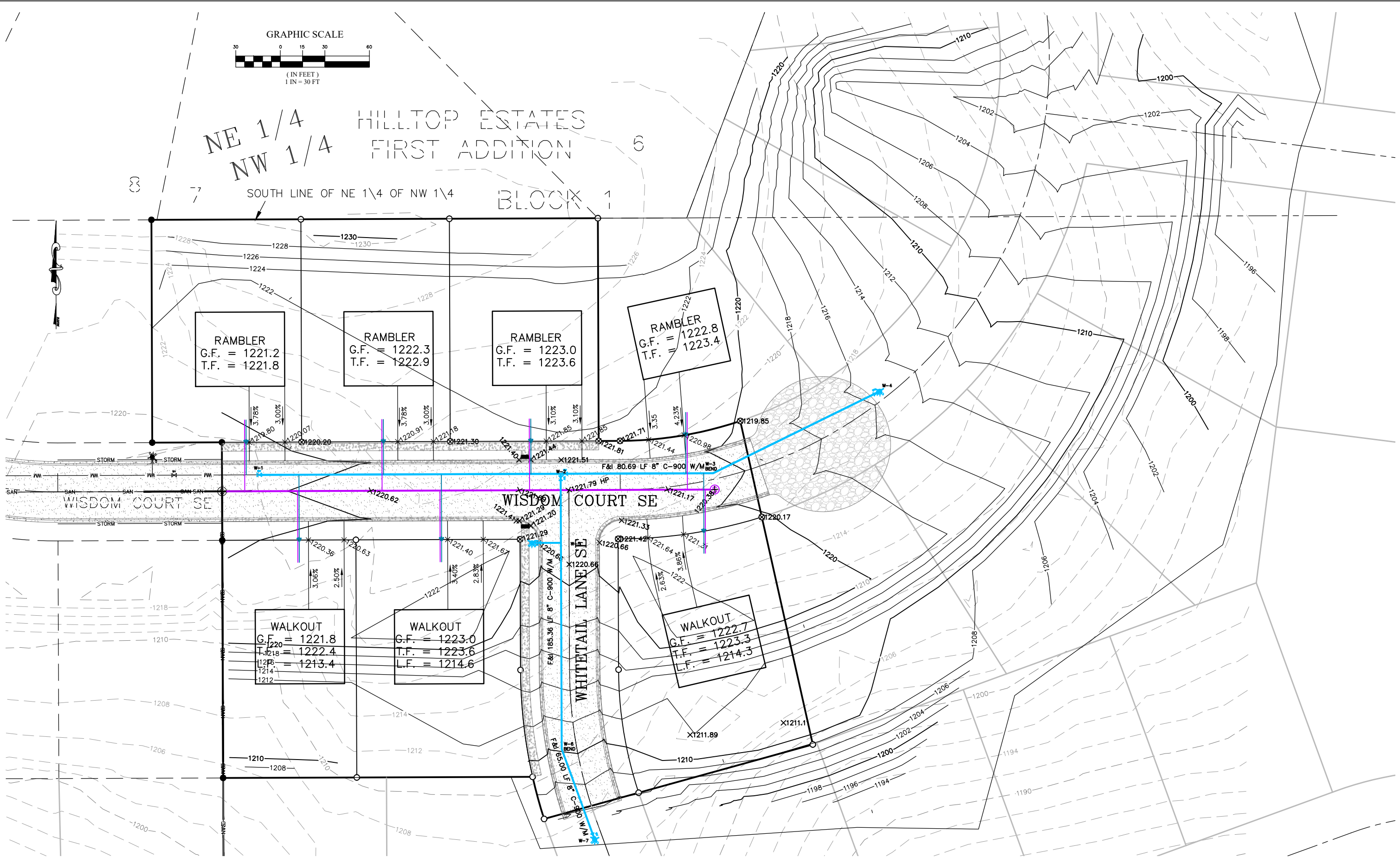
SHEET 1  
OF 4 SHEETS



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. GEOFFREY G GRIFFIN REG. NO. 21940 DATE _____	DATE: 10/6/2023 Prepared For: <b>G-CUBED DEVELOPMENT</b> 14070 HWY 52 SE CHATFIELD, MN 55923 FILE NO.: 02-008 GP & CP 4TH	<b>G-Cubed</b> 14070 Hwy 52 S.E. Chatfield, MN 55923 Ph: 507-867-1666 Fax: 507-867-1665 www.gcg.to	<b>ENGINEERING SURVEYING PLANNING</b> DESIGNED: <u>BSV</u> DRAWN: <u>BSV</u> CHECKED: <u>MRW</u>	REVISED _____ BY _____ DATE _____ PRELIMINARY _____ BY <u>BSV</u> DATE <u>10/6/23</u>	<b>CITY OF CHATFIELD</b> <b>FILLMORE COUNTY</b> BENCHMARK: _____	<b>HILLTOP ESTATES FOURTH ADDITION</b> <b>PLANS &amp; PROFILE FOR WISDOM COURT SE</b> <b>SHEET 2</b> OF 4 SHEETS
	BENCHMARK: _____					



NE 1/4  
NW 1/4  
HILLTOP ESTATES  
FIRST ADDITION  
BLOCK 1



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE \_\_\_\_\_  
REG. NO. 21940

DATE: 10/6/2023  
Prepared For:  
G-CUBED DEVELOPMENT  
14070 HWY 52 SE  
CHATFIELD, MN 55923

**G<sup>3</sup>**  
**G-Cubed**  
14070 Hwy 52 S.E.  
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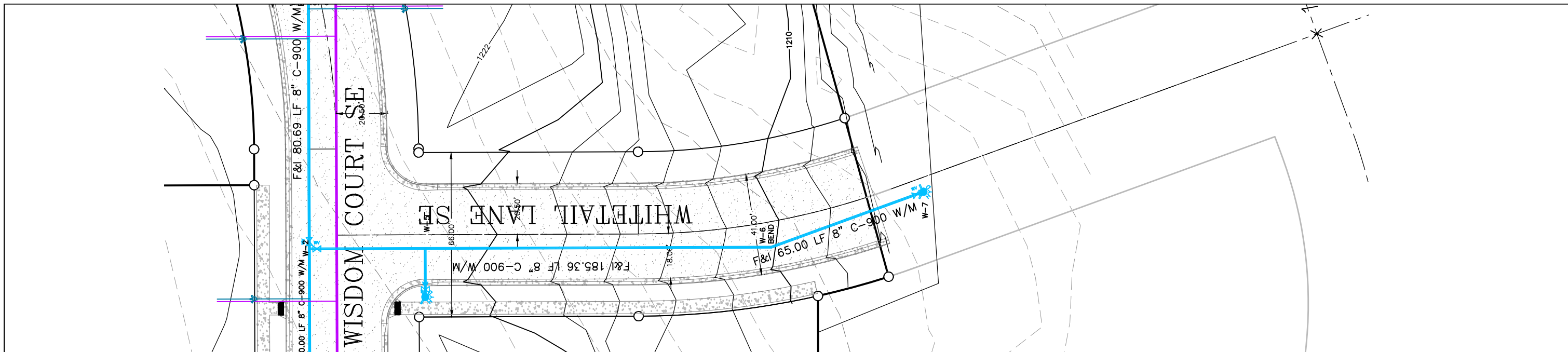
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PRELIMINARY	BSV	10/6/23

CITY OF CHATFIELD  
FILLMORE COUNTY

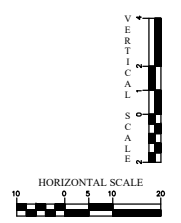
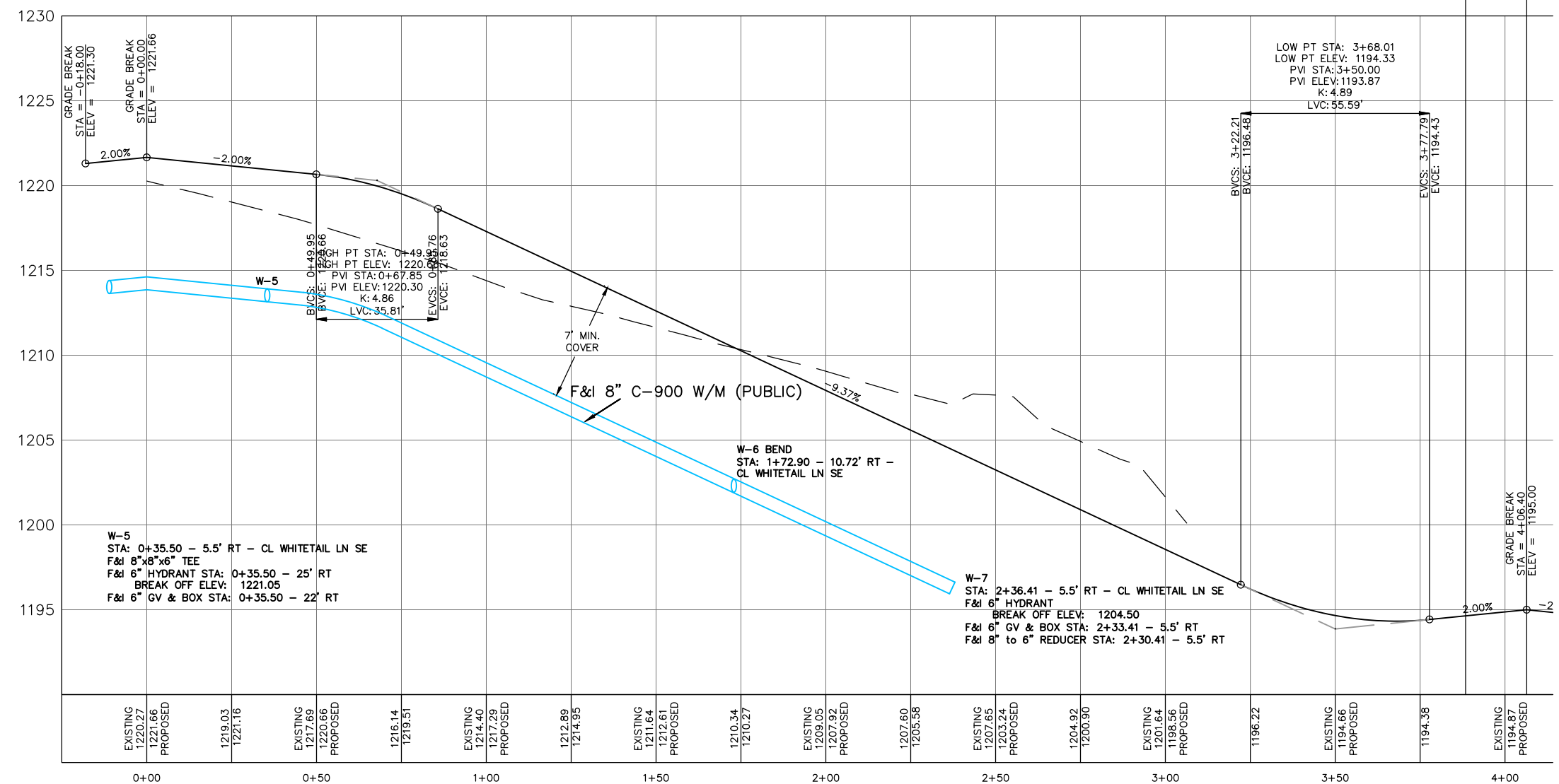
BENCHMARK: \_\_\_\_\_

HILLTOP ESTATES FOURTH ADDITION  
GRADING & EROSION CONTROL PLAN

SHEET 1  
OF 4 SHEETS



Align: Future Street



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE: 10/6/2023  
 Prepared For:  
**G-CUBED DEVELOPMENT**  
 14070 HWY 52 SE  
 CHATFIELD, MN 55923

DATE: \_\_\_\_\_ REG. NO. 21940

FILE NO.: 02-008 GP & CP 4TH

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DESIGNED	BSV
DRAWN	BSV
CHECKED	MRW

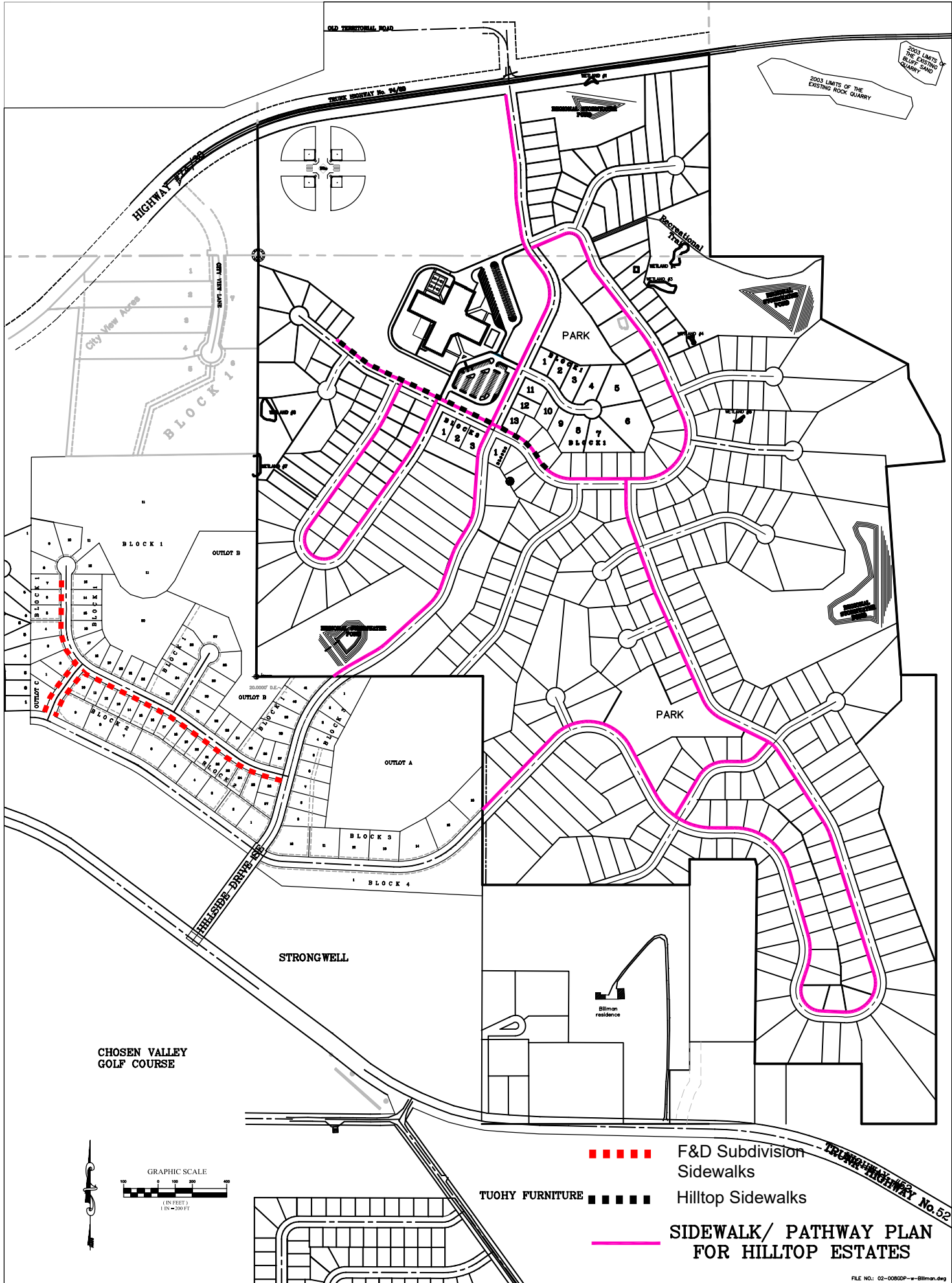
REVISED	BY	DATE
PRELIMINARY	BSV	10/6/23

BENCHMARK:

**CITY OF CHATFIELD**  
**FILLMORE COUNTY**

**HILLTOP ESTATES FOURTH ADDITION**  
**PLANS & PROFILE FOR WHITETAIL LN SE**

**SHEET 3**  
**OF 4 SHEETS**



- F&D Subdivision Sidewalks
- Hilltop Sidewalks
- SIDEWALK/ PATHWAY PLAN FOR HILLTOP ESTATES

**SIDEWALK/ PATHWAY PLAN FOR HILLTOP ESTATES**

FILE NO: 02-0080DP-w-Bilman.dwg

# HILLTOP ESTATES FOURTH ADDITION

**INSTRUMENT OF DEDICATION**

KNOW ALL MEN BY THESE PRESENTS: That Monica G. Griffin, as Trustee of the Monica G. Griffin Trust, dated March 21, 2011, owner and proprietor of the following described property situated in the City of Chatfield, State of Minnesota, to wit:

That part of the Southeast Quarter of the Northwest Quarter of Section 4, Township 104 North, Range 11 West, Fillmore County, Minnesota, described as follows:

Beginning at the northeast corner of Lot 4, Block 1, HILLTOP ESTATES THIRD ADDITION according to the recorded plat thereof on file at the Office of the County Recorder, Fillmore County, Minnesota (the next 3 courses are along the east line of said HILLTOP ESTATES THIRD ADDITION); thence South 00°12'46" East, along the east line of said Lot 4, a distance of 150.01 feet; thence North 89°47'28" East 46.89 feet; thence South 00°12'46" East 226.00 feet; thence North 89°47'28" East 208.40 feet; thence southerly 29.40 feet along a non-tangential curve, concave to the northeast, said curve has a radius of 333.00 feet, a central angle of 05°03'29" and the chord of said curve bears South 15°13'10" East 29.39 feet; thence North 74°30'56" East, not tangent to said curve, 187.77 feet; thence North 12°38'17" West 223.25 feet; thence westerly 82.41 feet along a non-tangential curve, concave to the north, said curve has a radius of 257.00 feet, a central angle of 18°22'25" and the chord of said curve bears South 80°36'15" West 82.06 feet; thence South 89°47'28" West, tangent to said curve, 14.40 feet; thence North 00°12'32" West 150.00 feet to the south line of Block 1, HILLTOP ESTATES FIRST ADDITION, according to the recorded plat thereof on file at the Office of the County Recorder, Fillmore County, Minnesota; thence South 89°47'32" West, along said south line, 300.60 feet to the point of beginning.

Containing 3.02 acres.

Has caused the same to be surveyed and platted as HILLTOP ESTATES FOURTH ADDITION and do hereby donate and dedicate to the public for the public use forever the public ways, and also dedicating the utility and drainage easements as created by this plat.

In witness whereof said Monica G. Griffin, as Trustee of the Monica G. Griffin Trust, dated March 21, 2011, has caused these presents to be signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Monica G. Griffin

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Monica G. Griffin, as Trustee of the Monica G. Griffin Trust, dated March 21, 2011.

Notary Public, \_\_\_\_\_ County, Minnesota

My Commission expires: \_\_\_\_\_

Printed Name \_\_\_\_\_

**SURVEYOR'S CERTIFICATE**

I Geoffrey G Griffin do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Geoffrey G Griffin, Land Surveyor  
Minnesota Registration No. 21940

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

The foregoing Surveyor's Certificate was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Geoffrey G Griffin, Minnesota Registration No. 21940

Notary Public, \_\_\_\_\_ County, Minnesota

My commission expires: \_\_\_\_\_

Printed Name \_\_\_\_\_

**CITY APPROVAL**

State of Minnesota  
County of Fillmore  
City of Chatfield

We, Russ Smith, Mayor, and Joel Young, City Clerk, in and for the City of Chatfield, do hereby certify that on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the accompanying plat was duly approved by the Common Council of the City of Chatfield. In testimony thereof we have hereunto signed our names and affixed the seal of said City of Chatfield this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Russ Smith, Mayor

\_\_\_\_\_  
Joel Young, City Clerk

**FILLMORE COUNTY RECORDER**

DOCUMENT NUMBER \_\_\_\_\_

I hereby certify that this instrument was filed in the Office of the County Recorder for the record on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, at \_\_\_\_ o'clock \_\_\_\_M., and was duly recorded in the Fillmore County records.

\_\_\_\_\_  
County Recorder

**FILLMORE COUNTY TAX STATEMENTS**

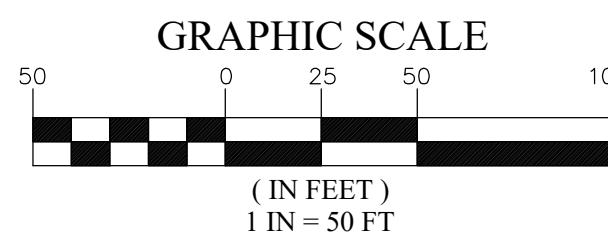
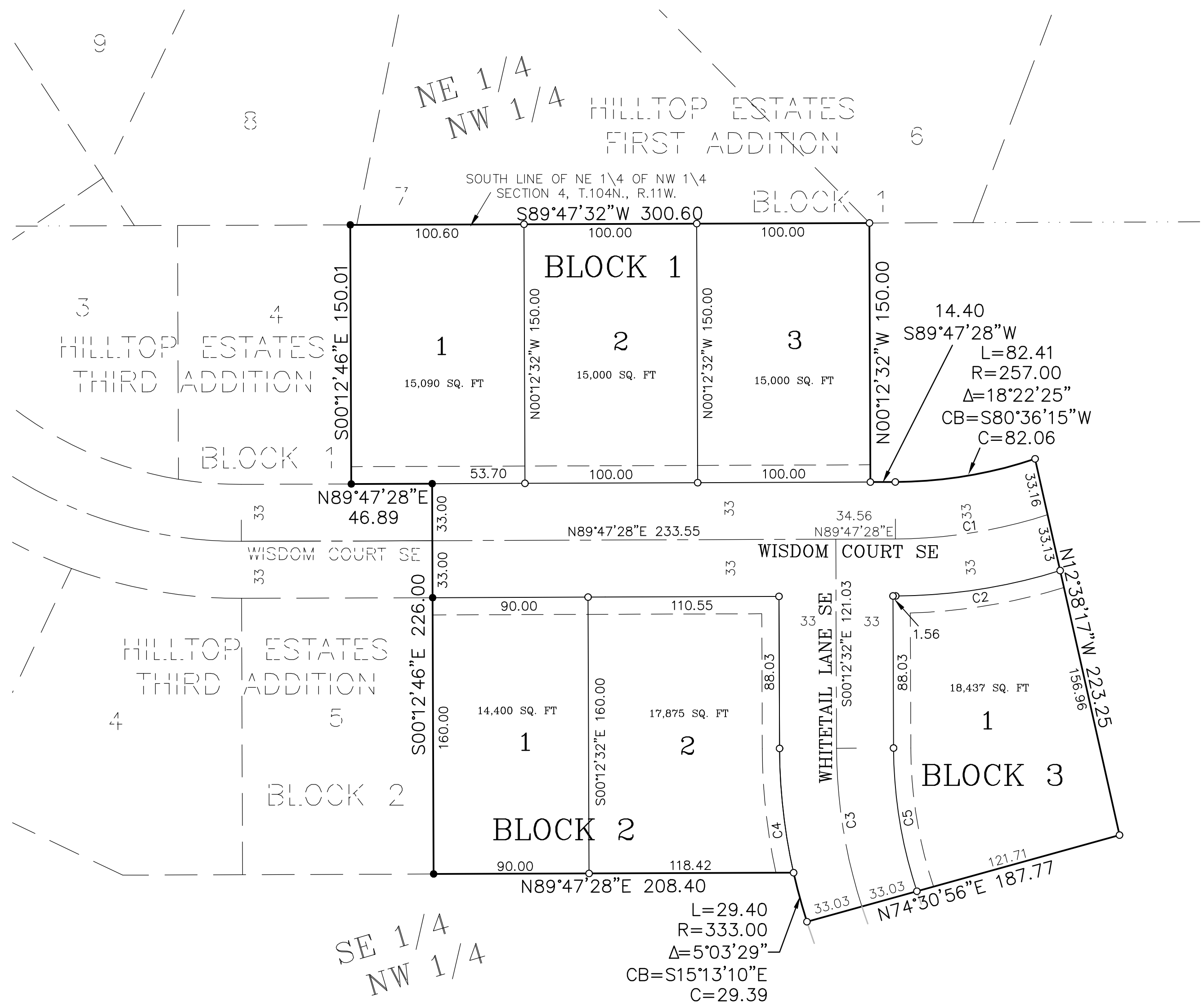
Taxes due and payable in the year 20\_\_ have been paid.

\_\_\_\_\_  
Fillmore County Auditor/Treasurer

Date: \_\_\_\_\_

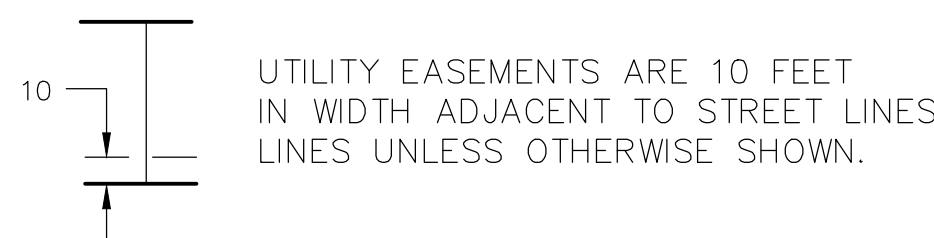
**UTILITY EASEMENT**  
AN UNOBSTRUCTED EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF ALL NECESSARY UNDERGROUND OR SURFACE PUBLIC UTILITIES INCLUDING THE RIGHT TO CONDUCT DRAINAGE AND TRIMMING ON SAID EASEMENT.

**BEARINGS**  
ALL BEARINGS ARE BASED ON THE EAST LINE OF LOT 4, BLOCK 2, HILLTOP ESTATES THIRD ADDITION, WHICH IS ASSUMED TO BEAR SOUTH 00°12'46" EAST.



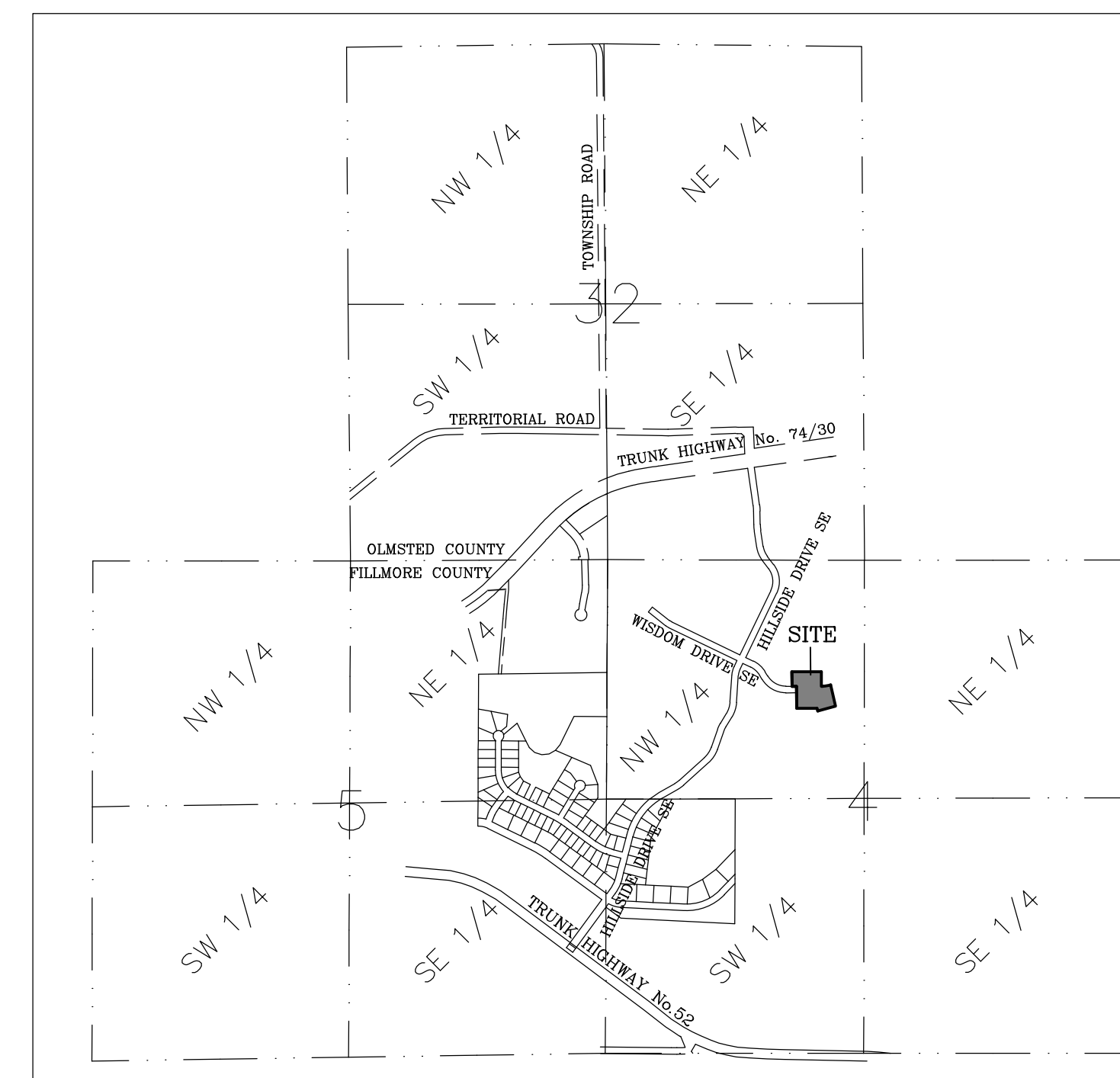
**LEGEND**

- IRON PIPE WITH PLASTIC CAP STAMPED LS 21940 SET
- FOUND MONUMENTS ARE 1/2" IRON PIPES, UNLESS OTHERWISE NOTED
- - - - - EASEMENT LINE
- - - - - SECTION LINE
- - - - - UNDERLYING PLAT LINE



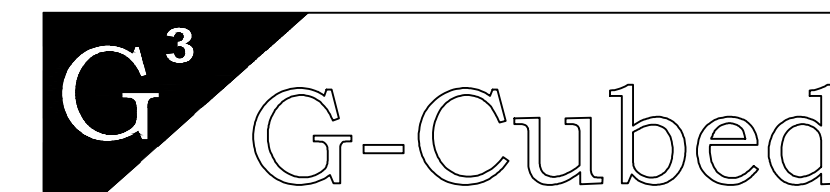
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	89.56	290.00	17°41'42"	N80°56'37"E	89.21
C2	96.71	323.00	17°09'21"	N81°12'47"E	96.35
C3	93.14	300.00	17°47'18"	S09°06'12"E	92.77
C4	72.54	333.00	12°28'53"	S06°26'59"E	72.40
C5	84.34	267.00	18°05'57"	S09°15'31"E	83.99

**VICINITY MAP**  
SEC. 4, T. 104 N., R. 11 W.,  
FILLMORE COUNTY



"NOT TO SCALE"

FILE: 02-008FP FOURTH



**ENGINEERING SURVEYING PLANNING**  
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Fax 507-867-1665  
www.ggg.to

14070 Hwy 52 S.E.  
Chatfield, MN 55923

**CITY OF CHATFIELD  
STATE OF MINNESOTA**

**RESOLUTION NO. 2023-27**

**A RESOLUTION APPROVING PRELIMINARY PLAT – HILLTOP ESTATES FOURTH ADDITION**

WHEREAS, G-Cubed Development, applicant, has submitted a complete application for a Preliminary Plat for a subdivision entitled “Hilltop Estates Fourth Addition”; and

WHEREAS, the plat is consistent with the City of Chatfield zoning and subdivision regulations and applicable laws and ordinances; and

WHEREAS, the Chatfield Planning & Zoning Commission held a public hearing on December 4<sup>th</sup>, 2023, to hear public testimony on the proposed preliminary plat; and

WHEREAS, upon the Planning & Zoning Commission review of the application information and taking public testimony, the Planning & Zoning Commission recommended approval of the preliminary plat for the subdivision entitled “Hilltop Estates Fourth Addition” subject to the conditions outlined in the City of Chatfield staff report and as listed below; and

WHEREAS, the Chatfield City Council has reviewed the application and City of Chatfield staff report and concurs with the findings and recommendation of the Chatfield Planning & Zoning Commission and City staff.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chatfield Minnesota, that after a hearing duly noticed and held on December 4<sup>th</sup>, 2023 in the Council Chambers of the City of Chatfield, the City Council approves the preliminary plat for “Hilltop Estates Fourth Addition” with the following conditions:

**Preliminary Plat Conditions of approval:**

- 1) A turn-around must be coordinated and approved by the City Engineer and Public Works Staff on site and shown on an updated set of plans for the end of Whitetail Lane SE like that of Wisdom Court SE.
- 2) Sidewalk must be put in as shown on the preliminary plat that is consistent with the sidewalk plan as development occurs. This will be enforced during the building permit process and sidewalks must be constructed prior to the Certificate of Occupancy.
- 3) Adhere to and follow the approved Development Agreement for Hilltop Estates Fourth.

**ADOPTED THIS 11<sup>TH</sup> DAY OF DECEMBER, 2023**

\_\_\_\_\_  
JOHN McBROOM, MAYOR

\_\_\_\_\_  
MICHELE PETERSON, CITY ADMINISTRATOR

MOTION:

SECOND:

AYES:

NAYS:

**CITY OF CHATFIELD  
STATE OF MINNESOTA**

**RESOLUTION NO. 2023-28**

**A RESOLUTION APPROVING FINAL PLAT – HILLTOP ESTATES FOURTH ADDITION**

WHEREAS, G-Cubed Development, applicant, has submitted a complete application for a Final Plat for a subdivision entitled “Hilltop Estates Fourth Addition”; and

WHEREAS, the plat is consistent with the City of Chatfield zoning and subdivision regulations and applicable laws and ordinances; and

WHEREAS, the Chatfield City Council held a public hearing on December 11<sup>th</sup>, 2023, to hear public testimony on the proposed final plat; and

WHEREAS, upon the Planning & Zoning Commission review of the application information, the Planning & Zoning Commission recommended approval of the final plat for the subdivision entitled “Hilltop Estates Fourth Addition” subject to the conditions outlined in the City of Chatfield staff report and as listed below; and

WHEREAS, the Chatfield City Council has reviewed the application and City of Chatfield staff report and concurs with the findings and recommendation of the Chatfield Planning & Zoning Commission and City staff.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chatfield Minnesota, that after a hearing duly noticed and held on December 11<sup>th</sup>, 2023 in the Council Chambers of the City of Chatfield, the City Council approves the final plat for “Hilltop Estates Fourth Addition” with the following conditions:

**Preliminary Plat Conditions of approval:**

- 1) A turn-around must be coordinated and approved by the City Engineer and Public Works Staff on site and shown on an updated set of plans for the end of Whitetail Lane SE like that of Wisdom Court SE.
- 2) Sidewalk must be put in as shown on the preliminary plat that is consistent with the sidewalk plan as development occurs. This will be enforced during the building permit process and sidewalks must be constructed prior to the Certificate of Occupancy.
- 3) Adhere to and follow the approved Development Agreement for Hilltop Estates Fourth.

**ADOPTED THIS 11<sup>TH</sup> DAY OF DECEMBER, 2023**

\_\_\_\_\_  
JOHN McBROOM, MAYOR

\_\_\_\_\_  
MICHELE PETERSON, CITY ADMINISTRATOR

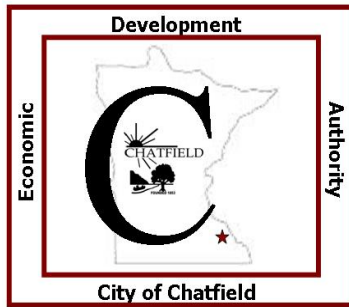
MOTION:

SECOND:

AYES:

NAYS:





Chatfield Economic Development Authority  
Thurber Community Center - Chatfield Municipal Building  
21 Second Street SE  
Chatfield, MN 55923  
Voice 507.867.1523 Fax 507.867.9093  
[www.ci.chatfield.mn.us](http://www.ci.chatfield.mn.us)

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December 11, 2023

To: Chatfield City Council

From: Chris Giesen, EDA

RE: Hilltop Estates 4<sup>th</sup> Development Agreement

### **Background**

Chatfield Hilltop Estates, LLC has submitted an application to plat the Hilltop 4<sup>th</sup> subdivision near the Elementary school. The plat is scheduled to be reviewed at tonight's meeting as well.

As a part of this project, a development agreement is needed to detail responsibilities and expectations for the construction of the subdivision, as well as detail associated fees. This is similar to past development agreements for residential subdivisions where the city is being asked to take over public right of way, and infrastructure. No financial assistance is requested for this project.

The public works committee has reviewed the attached agreement and recommends approval.

### **Action Requested**

Approve the Hilltop 4<sup>th</sup> subdivision development agreement as presented, and authorize the recording of the agreement on the associated property with the County Recorder (\$46 recording fee).

The space above is reserved for recording purposes

**CITY OF CHATFIELD  
HILLTOP ESTATES FOURTH SUBDIVISION  
SUBSEQUENT DEVELOPMENT AGREEMENT**

This agreement is solely for the purpose of the Fourth Phase – it is not intended to replace the Master Agreement nor is it intended that this would have a life beyond the fourth phase. The Master requires a separate agreement for each phase.

This Agreement (Agreement) is made as of \_\_\_\_\_, between the City of Chatfield, a municipal corporation under the laws of Minnesota ("City") and Chatfield Hilltop Estates, LLC, a Minnesota limited liability company ("Developer").

This Agreement is considered to be an agreement subsequent to the MASTER DEVELOPMENT AGREEMENT HILLTOP ESTATES SUBDIVISION, dated April 28, 2008.

**RECITALS:**

- A. DEVELOPER is the fee owner of property (subsequently referred to in this Agreement as "Property," "Plat" or "Phase IV") located in Chatfield, Minnesota, on which Developer desires to construct the fourth phase of a residential housing subdivision to be known as "Hilltop Estates" and which is to be legally described as follows:

Hilltop Estates Fourth Addition, Fillmore County, Minnesota

- B. The Developer is the fee owner of additional property legally described in Exhibit A attached hereto (the "Additional Property"), located in Chatfield, Minnesota, on which the Developer desires to construct subsequent phases of Hilltop Estates as further described hereinafter.
- C. In order to ensure that the development of the Property and the Additional property (together, the "Development") and the construction of necessary improvements comply with City ordinances and regulations, the City and the Developer desire to enter into this Agreement.

NOW THEREFORE, based on the mutual covenants and obligations contained in the Agreement, the City and the Developer agree as follows:

1. Right to Proceed. This Agreement is intended to regulate the development of the Property and the construction of certain improvements on the Property as described herein. Except for any clearing, grubbing or grading that the City has previously approved under separate permits or the posting of separate security, the Developer may not construct public or private improvements or any buildings on the Property until all the following conditions precedent have been satisfied:
  - a) the final plat of the Property, in substantially the form of the preliminary plat attached hereto as Exhibit B ("Final Plat") has been filed with Fillmore County (the County);
  - b) this Agreement has been executed by the Developer and the City;
  - c) final engineering and construction plans have been delivered by the Developer and approved by the City Engineer;
  - d) the Developer has executed any required easements;
  - e) the Developer has paid to the City all Administrative Fees (as defined in paragraph 19) due to date and has submitted \$5,000 escrow required by this Agreement;
  - f) the Developer has provided to the City evidence of approval of the storm water management system utilizing down stream and off site facilities. Any existing facilities must have the agreement of the property owner for use and have easements to cover the inflow and outflow as well as the management of the facility. If these are expected to be public, the easements shall be public. All agreements or easements must be in place on or before the date of filing of the Final Plat;
  - g) the Developer has paid to the City the sewer and water area charges required by this Agreement;
  - h) the Developer has submitted the certificate of insurance required by this Agreement;
  - i) the Developer has obtained all necessary permits and approvals from the Minnesota Department of Transportation ("MnDOT");

- j) the Developer has obtained all necessary permits and approvals from the Minnesota Department of Health ("MDH");
- k) the Developer has obtained all necessary permits and approvals from the Minnesota Pollution Control Agency ("MPCA");
- l) the Developer has initiated and attended a preconstruction meeting with the City Engineer;
- m) the Developer has submitted and the City has reviewed and approved the Storm Water Pollution Prevention Plan; and
- n) the City has issued a notice that all conditions precedent have been satisfied and that the Developer may proceed. If the City does not issue the notice after the Developer has performed the conditions precedent set forth in this paragraph, within five (5) business days of the Developer's request, the City will notify Developer in writing as to which conditions precedent have not been met and under what conditions will the City's notice of satisfaction of the conditions precedent be forthcoming.

2. Plans. Phase IV shall be developed in accordance with the plans, drawings and maps submitted by the Developer and approved by the City (collectively, the "Plans"). The documents on file with the City that constitute the Plans for Phase IV are listed on Exhibit C attached to this Agreement.

3. Developer Improvements. In developing Phase IV in accordance with the Plans, the Developer shall make or install the following improvements (collectively, the "Developer Improvements") at its sole expense:

- a) site grading and all temporary and permanent erosion control measures;
- b) street grading and surfacing of all streets located within the Plat;
- c) sanitary sewer;
- d) water main;
- e) storm water improvements, including all necessary culverts, catch basins, ponds, inlets and other appurtenances;
- f) street signage;
- g) street lighting; and
- i) normal and customary landscaping.
- j) pedestrian curb ramps

The Developer Improvements shall be installed in accordance with this Agreement, the Plans, and with all applicable written City Standards and ordinances. The Developer's plans and specifications for the Developer Improvements must be prepared by a professional engineer. The Developer must obtain all necessary permits and approvals from the MPCA, the MDH, MnDOT, and any other agency having jurisdiction before proceeding with construction of the Developer Improvements. The Developer shall provide a level of field inspection sufficient to ensure acceptable quality control and to allow certification of the construction work.

At the Developer's expense and at a cost not to exceed \$5,000, the City Engineer shall observe the water main loading, pressure testing, conductivity testing, tracer wire testing, bacteria testing, and visual inspection of the valves and hydrants; sanitary sewer low pressure air and mandrel testing; street sub grade proof roll prior to aggregate base placement; aggregate base proof roll prior to concrete curb and gutter construction and evaluation of aggregate and bituminous base prior to wear course paving including delineation of distressed areas and repair as needed. The City Engineer will provide intermittent site visits to observe contractor activities during construction including site grading, utility installation and street construction however it is the developers engineers responsibility to perform the detailed inspection duties and to verify that material testing is completed per the project specifications. The developers engineer is also responsible for filing of as-built drawings and materials reports. Developer shall give the City Engineer at least 48 hours notice prior to testing.

Sanitary sewer mains and storm sewer piping shall be televised by the Developer prior to acceptance by the City of the Developer Improvements. Material defects in sanitary sewer mains and storm sewer piping, including without limitation cracked pipes, open joints, and protruding service lines, will be repaired by Developer prior to City acceptance.

The Developer, its contractors and subcontractors, shall follow all instructions received from the City's inspectors. Prior to beginning construction, the Developer or the Developer's engineer will schedule a preconstruction meeting with all parties concerned, including the City staff and engineers to review the program for construction work. Within 30 days after the completion of the Developer Improvements, prior to acceptance of any Developer Improvements by the City, and before any financial surety is released (unless the City has previously released a portion of the surety), the Developer shall supply the City with a complete set of reproducible "as built" plans and a complete set of blue line "as built" plans prepared in accordance with City standards. Iron monuments must be installed on the Property in accordance with Minnesota Statutes Section 505.02 within twelve (12) months from the date that the Final Plat is recorded with the County. The Developer's surveyor shall submit a written notice to the City certifying that the monuments have been installed.

All private utilities serving homes within the Final Plat including any existing private utilities except those located on public property, shall be constructed or placed underground.

4. Time of Performance. The Developer will complete the installation of all Developer Improvements by December 31, 2024. Building permits will not be issued until water, sanitary sewer, storm sewer, and an aggregate road base are installed.

5. Easement; Right of Entry.
  - a. The City grants to the Developer a temporary easement over, under and across the rights-of-way dedicated to the public in the Final Plat for purpose of construction of the Developer Improvements. The easement will commence with execution of this Agreement, and shall terminate upon acceptance of the Developer Improvements by the City. The Developer shall be responsible for the reconstruction of any street that is impacted by the extension of utilities to service the Property.
  - b. The Developer grants to the City, its agents, representatives, employees, officers, and contractors, a right of entry to access all areas of the Property to perform any and all work and inspections necessary or deemed appropriate by the City during the installation of the Developer Improvements. The City will provide the Developer with reasonable notice prior to exercising its rights hereunder, except in the case of emergency.
  
6. Erosion Control.
  - a. After the Property has been rough graded, but before any construction has commenced on the Developer Improvements or any building permits have been issued, a drainage and erosion control plan shall be implemented by the Developer and inspected and approved by the City, which approval will not be unreasonably withheld or delayed. The City may impose any additional reasonable erosion control requirements deemed beneficial by the City Engineer through such time as the last house is completed within the Property.
  - b. The erosion control measures specified in the Plans shall be binding on the Developer and its successors and assigns, including lot purchasers. Additional erosion control measures which may be required by the City shall be implemented in accordance with any other applicable regulations, ordinance or permit.
  
7. Noise and Dust Control. The Developer shall limit demolition and grinding activities on the Property during the hours of 7 a.m. and 7 p.m., Monday through Friday. All other construction activities shall take place only during the hours permitted by the City Code. The Developer shall provide dust control to the satisfaction of the City Engineer through all construction within the Property and shall exercise due diligence with regard to the activities of third parties not under the Developer's direct control.

8. Grading Plan.

- a. Grading on the Property shall be in accordance with the approved grading plan. Within 30 days after completion of grading, the Developer shall provide the City with an "as built" grading plan including certification by a registered land surveyor or engineer that all grading has been performed and completed in accordance with the Plans. No building permits for structures in the Final Plat shall be issued until the grading plan has been implemented and all conditions regarding access included within this Agreement have been implemented.
- b. Grading shall be completed with 120 days of execution of this Agreement. Upon completion of grading, the City Engineer shall inspect the Property and determine whether grading has been performed in accordance with the grading plan. If grading has been properly completed, the City Engineer shall issue a notice to proceed. If grading has not been properly performed, all work on the Property shall stop until the Developer completes the grading to the satisfaction of the City Engineer or posts additional surety in an amount determined by the City Engineer.

9. Streets, Sidewalks and Trail.

- a. The City's street specifications are contained in the most recent edition (dated 2004) of its thoroughfare plan (the "Thoroughfare Plan"), which are incorporated into this Agreement by reference. If there is a conflict between the Plans and the Thoroughfare Plan, the Thoroughfare Plan shall prevail except when an alternative has been explicitly approved in writing by the City.
- b. The Developer agrees to construct the streets within the Property in accordance with the Thoroughfare Plan and the Plans, provided that notwithstanding anything to the contrary in the Thoroughfare Plan and the Plans, manhole covers are to be constructed flush with the base course of bituminous.
- c. Sidewalks will be installed according to city specifications on the north side of Wisdom Court and west side of Whitetail Lane. The sidewalks will be installed as the houses get constructed but no later than December 31, 2025, whichever comes first. The pedestrian ramps at the corner of Wisdom Court and Whitetail Lane shall be installed at the same time the curb and gutter is installed on Wisdom Court and Whitetail Lane, regardless of which lot is developed first.
- d. Following completion of the streets through the base course of bituminous and inspection thereof by the City Engineer, the City agrees to accept the streets for maintenance if deemed by the City to have been constructed

according to City specifications, including the Thoroughfare Plan and the Plans. Removal of snow and ice from the streets within the Property shall remain the responsibility of the Developer until the City accepts the streets for maintenance.

- e. The Developer agrees to warrant the streets against defects in labor and materials for a period of two years from the dated of their acceptance by the City. During such period, the Developer agrees to repair or replace any street or street segment which shows signs of failure, normal wear and tear excepted. A decision regarding whether a street or street segment shows signs of failure shall be made by the City in the exercise of its reasonable judgment. If the Developer fails to repair or replace a defective street or street segment during the warranty period, the City may, following thirty (30) days written notice (except in emergency situations), repair or replace the street or street segment and may charge the Developer for said costs. The Developer agrees to reimburse the City fully for the cost of street repair or replacement. Such reimbursement must be made within 30 days of the date upon which the City notifies the Developer of the cost due under this paragraph. The Developer agrees to permit the City to specially assess any unreimbursed costs against any unsold lots within the Property if the Developer fails to make required payments to the City. The Developer, on behalf of itself and its successors and assigns, acknowledges the benefit to the lots within the Property of the repair or replacement of the streets and consents to such assessment and waives the right to a hearing, notice of hearing, or any appeal.
- f. If building permits are issued prior to the completion and acceptance of all Developer Improvements serving any lot, the final wear course of bituminous excepted, the Developer assumes all liability and costs resulting in delays in completion of the Developer Improvements and damage to the Developer Improvements caused by the City, the Developer, its contractors, subcontractors, material suppliers, employees, agents, or third parties. No sanitary sewer or water connection permits shall be issued and there shall be no occupancy or use of any structure for which a building permit has been issued on either a temporary or permanent basis until the streets needed for access have been paved with a bituminous surface and the sanitary sewer and water utilities have been accepted by the City.

10. Sanitary Sewer and Water Improvements.

- a. The Developer agrees to extend sanitary sewer and water to serve each lot within the Property. The Developer's work in extending utilities must be in accordance with the Plans and must comply with all City requirements regarding such utilities. The Developer agrees to obtain the necessary permits and easements from the MDH, the MPCA and MnDOT prior to



the start of such work. The easement granted by the City to the Developer regarding the construction of the streets shall also permit construction of the utilities within the Property.

- b. The Developer agrees to provide maintenance vehicle access to the sanitary sewer at the top and bottom of slopes for maintenance. There shall be a minimum 12 foot wide access provided at a grade of no more than 12%.
- c. The Developer agrees to warrant the sanitary sewer and water Developer Improvements against defects in labor and materials for a period of two years from the date of acceptance of the utilities by the City. During such period, the Developer agrees to repair or replace any utility Developer Improvement which shows signs of failure, normal wear and tear, excepted. The City, in the exercise of its reasonable judgment, shall make a decision regarding whether any utility Developer Improvement or segment thereof shows signs of failure. If the Developer fails to repair or replace defective utilities during the warranty period, the City following at least thirty (30) days written notice (except for in emergency situations) to Developer, may repair or replace the utility or utility segment. The Developer agrees to reimburse the City fully for the cost of the repair or replacement made on the Property. Such reimbursement shall be made within 30 days of the date upon which the City notifies the Developer in writing of the cost due under this paragraph. The Developer agrees to permit the City to specially assess any unreimbursed costs against any unsold lots in the Final Plat if the Developer fails to make required payments to the City. The Developer, on behalf of itself and its successors and assigns, acknowledges the benefit to the lots within the Property of the repair or replacement of the sanitary sewer and water Developer Improvements and consents to such assessment and waives the right to a hearing, notice of hearing, or any appeal.
- d. The Developer agrees to include provisions to extend sanitary sewer and water main extensions to adjoining properties (both the easterly and southerly ends of Lot 1 Block 3) including any necessary public utility easements. In reference to the General Development Plan, the adjoining properties may be served to the:

NORTH: Provisions have been made which extended water and future gravity sanitary sewer lines under Hwy 74/30 to serve adjoining properties to the north.

EAST and SOUTH: Future development east of Hillside Drive shall require staging plans to eventually extend water and sewer to the east and

south. These plans shall be reviewed at the time of subsequent Development Agreements for projects east of Hillside Drive.

WEST: The Developer agrees to extend public water main to the City View Acres development along a path generally described as being extended westerly from Wisdom Drive, thru a future cul-de-sac as shown on the GDP, and along a future lot line to end at the east line of Lot 7, Block 1, CITY VIEW ACRES (Fillmore County). It has been determined that due to terrain; a gravity sanitary sewer alignment through the Hilltop Estates development is not feasible to serve the City View Acres development. At the time of development of the above described future cul-de-sac, the City shall determine if the developer is responsible to extend a gravity sewer line toward the City View Acres development where a future pressurized system from the City View Acres development can connect to the gravity system.

- e. The Developer shall abandon and cap any existing wells on the Property in accordance with all applicable MDH, County and City requirements.

11. Storm Water Facilities.

- a. The Developer agrees to construct the storm water facilities in accordance with the Plans and in compliance with all City requirements regarding such Developer Improvements.
- b. The Developer agrees to warrant the storm water Developer Improvements against defects in labor and materials for a period of two years from the date of acceptance of the storm water Developer Improvements by the City. During such period, the Developer agrees to repair or replace any storm water Developer Improvement which shows signs of failure, normal wear and tear, excepted. The City, in the exercise of its reasonable judgment, shall make a decision regarding whether any storm water Developer Improvement or segment thereof shows signs of failure. If the Developer fails to repair or replace defective storm water improvements during the warranty period, the City following at least thirty (30) days written notice (except for in emergency situations) to Developer, may repair or replace the storm water Developer Improvement. The Developer agrees to reimburse the City fully for the cost of the repair or replacement made on the Property. Such reimbursement shall be made within 30 days of the date upon which the City notifies the Developer in writing of the cost due under this paragraph. The Developer agrees to permit the City to specially assess any unreimbursed costs against any unsold lots in the Final Plat if the Developer fails to make required payments to the City. The Developer, on behalf of itself and its successors and assigns, acknowledges the benefit to the lots within the Property of the repair or replacement of the sanitary sewer and water Developer

Improvements and consents to such assessment and waives the right to a hearing, notice of hearing, or any appeal.

- c. If the Developer will use a storm water facility that is located on the property of another, the Developer will present evidence to the City that the other property owner agrees with such use and that appropriate easements are in place.

12. Street Lighting and Signs; Landscaping.

- a. The Developer agrees to install streetlights to serve the Property in accordance with city specifications. All lighting shall meet City and MnDOT standards and be of a design approved by the City. Street signs shall be of a design approved by the City and shall be dedicated by the Developer to the City after installation and acceptance by the City. The Developer shall pay for the cost of the street lighting and street signs.
- b. The Developer agrees to install the landscaping in accordance with the Plans.

13. Construction Activities and Clean Up. The Developer shall promptly clean any and all dirt and debris from the streets on the Property and all other streets or roads adjacent to the Property resulting from construction work performed by the Developer, its contractors, agents or assigns.

14. City Engineering Administration and Construction Observation. The Developer agrees to reimburse the City for the reasonable cost of engineering administration and construction observation regarding completion of the Developer Improvements on the Property. Engineering administration includes development plans and correspondence; monitoring and observation of construction and consultation with the Developer; monitoring of the Developer Improvements during the warranty period and processing of requests for reduction in surety. Construction observation includes observation by the City Engineer of construction of the Developer Improvements. The City may also inspect the work at its discretion and at the Developer's expense as described in paragraph 3 of this document. Fees for City engineering administration and construction observation will be billed to the Developer on an hourly basis. Any disagreement between the City and the Developer regarding fees shall be resolved in accordance with Minnesota Statutes Section 462.353, subdivision 4.

15. Developer Improvements - Assessments. If the Developer fails to complete construction of the Developer Improvements by the dates stated in paragraph 4 hereof, the City may, at its option, enter the Property and complete construction of the Developer Improvements. If the City exercises its right to construct all or a portion of the Developer Improvements, the Developer agrees that certain lots benefited by the Developer Improvements may be

specially assessed for a portion of the cost. The Developer consents to such special assessments against the Property (the "Developer Improvements Special Assessments") in an amount not to exceed the actual cost of completing those improvements, amortized over a term of ten years beginning in taxes payable 2026, and further agrees:

- a. to waive notice of hearing and hearing pursuant to Minn. Stat. Section 429.031, on the Developer Improvements and notice of hearing and hearing on the Developer Improvements Special Assessments levied to finance the Developer Improvements pursuant to Minn. Stat. Section 429.061;
- b. to waive the right to appeal the levy of the Developer Improvements Special Assessments in accordance with this Agreement pursuant to Minn. Stat. Section 429.081, or reapportionment thereof upon land division pursuant to Minn. Stat. Section 429.071, Subd. 3, or otherwise.
- c. To waive any other requirements of Minn. Stat., Chapter 429 with which the City does not comply.
- d. that the increase in fair market value of the Property resulting from construction of the Developer Improvements will be at least equal to the principal amount to be assessed hereunder (an amount not to exceed the actual cost of completing the improvements), and that such increase in fair market value is a special benefit to the Property;
- e. that assessment of the cost of the Developer Improvements against the Property is reasonable, fair and equitable and there are no other properties against which such cost should be assessed; and
- f. to waive notice and right to appeal reapportionment of such Developer Improvements Special Assessments up to the amount described above.

Notwithstanding anything to the contrary herein, the waivers stated in this Section are effective only for the Developer Improvements Special Assessments as described above.

16. Defaults. In the event of default by either party as to any obligation and after thirty (30) days notice by the non-defaulting party, the non-defaulting party may, at its option, take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the parties under this Agreement.
17. Insurance. The Developer agrees to take out and maintain or cause to be taken out and maintained until immediately after the City accepts the Developer Improvements, public liability and property damage insurance

covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its contractors or subcontractors within the final Plat. Limits for bodily injury and death shall be no less than \$1,000,000 for each occurrence; limits for property damage shall be not less than \$500,000 for each occurrence; or a combination single limit policy of \$1,000,000 or more. The City shall be named as an additional insured on the policy. The Developer shall file with the City a certificate evidencing the required coverage prior to the City signing the Final Plat. The certificate shall provide that the City must be given 30 days advance written notice of the cancellation of the insurance.

18. Sanitary Sewer and Water Area Charges; Hook-Up Fees.

- a. Water access and sanitary sewer access charges in the total amount of \$15,050 shall be paid to the City at the time of submission of the Final Plat. This fee is the sum total of \$3,000 per acre for sanitary sewer access charges and \$2,000 per acre for water access charges. The plat contains 3.01 acres subject to such fees.
- b. Sanitary sewer and water hook-up fees ("Hook-Up Fees") shall be payable as building permits are issued. Hook-Up Fees shall not exceed the following amounts for the years indicated:

<u>Water</u>	<u>Sanitary Sewer</u>	<u>Year Building Permit Issued</u>
\$1,700	\$2,700	2009
\$1,800	\$2,800	2010 - 2014
\$2,000	\$3,000	2015 - 2019
\$2,200	\$3,200	2020 - 2023

Any Hook-Up Fees for lots connected to City water and sewer facilities after December 31, 2023 shall be charged at the then-prevailing city-wide rates.

19. Payment of Administrative Fees; Escrow.

- a. All non-staff administrative, engineering, legal and other fees incurred by the City ("Administrative Fees") related to Preliminary Plat review, Final Plat Review, drafting of this Agreement and any other expenses incurred by the City due to this application through the date of execution of this Agreement shall be paid to the City by the Developer upon or prior to execution of this Agreement.
- b. The Developer agrees to reimburse the City for 100% of the Administrative Fees incurred after the date of execution of this Agreement. The Developer shall pay the City within twenty (20) days of receipt of an invoice. City's consulting engineers, attorneys or other persons providing services to the City in connection with this Agreement shall submit detailed statements showing the work performed and the hours spent on and the dated on which such work was performed. The

Developer shall have ten (10) days from the receipt of such statements to dispute such statements. The Developer has the right to dispute the reasonableness of the work, scope of work, or the fact that the work was done.

- c. The Developer shall pay the City \$5,000 (as previously stated in paragraph 1) as a deposit in an escrow account. The City may draw on this amount if the Developer defaults in any of its obligations under this Agreement. The City must provide the Developer a 10-day notice prior to drawing on this account.

20. Maintenance of the Property. The Developer shall be responsible for mowing, controlling weeds and general maintenance within the Property, except that as lots are sold, such maintenance shall become the responsibility of the lot purchaser or the homeowners' association (if applicable). The Developer shall not leave, deposit or bury any cut trees, timber, debris, earth, rocks, stones, soil, junk, rubbish or any other waste materials on the Property. The Developer shall not be required to post a separate escrow to secure this obligation. However, the City may perform maintenance or the removal of waste material deemed necessary by the City to protect the public health and safety and may charge the Developer for the actual cost thereof. Prior to any such action, the City shall provide the Developer with written notice and, except for emergencies, shall allow the Developer 10 days to correct or take such other action as is necessary to perform the required maintenance or removal of waste material within the Property. Nothing in this Agreement shall obligate the City to perform maintenance or waste removal work within the Property.
21. Permits. The City's approval of the Final Plat does not include approval of building permits for any structures to be constructed within the Final Plat. The Developer must submit and the City must approve building plans prior to the issuance of building permits for structures within the Final Plat.
22. Easements.
  - a. The Developer shall convey to the City an easement for Sewer Pipe purposes as shown in the Plans. The Developer shall disclose the location of and the restrictions contained in the easement to all purchasers of lots containing the easement, whether on the Property or Additional Property. The developer also agrees to pay any crop damages which may result from the need to access the sewer.
  - b. The Developer shall convey to the City an easement for road purposes as depicted on the Plat. The Developer shall disclose the location of and the restrictions contained in the easement to all purchasers of lots containing the easement.

23. Park Dedication The parkland dedication requirement for the six lots in this Fourth Subdivision is 0.60 acres.

A surplus parkland dedication of 1.91 acres was made during the Hilltop Estates First Subdivision by dedicating parkland, water tower and booster station acreages. The Hilltop Second Subdivision used 0.60 of that credit and Hilltop Third Subdivision used 0.90, leaving a credit of 0.41 acres to be used in the fourth and subsequent subdivisions.

This Fourth Subdivision will use the remaining outstanding parkland dedication balance of 0.41 acres. The city elects to utilize the cash in lieu of land dedication for the remaining 0.19 acres of this fee. The cash fee due for parkland dedication in this subdivision is \$2,185. No additional credit for excess land previously dedicated is available for future subdivisions.

24. Entrance Monuments. The Developer may install entrance monuments to Hilltop Estates Second Subdivision in locations mutually agreeable to the City and Developer. If the entrance monuments are constructed, they shall be placed on land owned by the Developer or on an easement granted to the Developer. The Developer shall be responsible for maintaining any such entrance monuments.
25. Notices. Required notices to the parties to this Agreement shall be in writing, and shall be either hand delivered or mailed by registered or certified mail at the following addresses:

a. As to the City: City of Chatfield  
21 SE Second Street  
Chatfield, MN 55923

b. As to the Developer: Chatfield Hilltop Estates LLC  
14070 Highway 52 SE  
Chatfield, MN 55923  
Attn: Geoffrey Griffin

Or at such other address as either party may from time to time notify the other in writing in accordance with this paragraph 25.

26. Compliance With Laws and City Approvals. The Developer agrees to comply with all laws, ordinances and regulations of Minnesota and the City applicable to the development. The Developer agrees to complete the Development in compliance with all City approvals, including the City resolution granting final plat approval for Phase II of the Development, which resolution is incorporated in this Agreement by reference. This Agreement shall be construed according to the laws of Minnesota. Breach of the terms of

this Agreement by the Developer shall be grounds for denial of building permits, including permits for lots sold to or being developed by third parties and certificates of occupancy, following the passing of applicable notice to cure provisions.

27. Agreement Runs With the Land. This Agreement shall run with the land and shall be recorded against the title to the Property and Additional Property. The Developer covenants with the City, its successors and assigns, that the Developer has fee title to all the Property and Additional Property and that there are no unrecorded interest against the Property or Additional Property. The Developer agrees to indemnify and hold the City harmless for any breach of the foregoing covenants. As the Developer sells individual lots in the Final Plat to independent third party buyers, the City Clerk is authorized to execute releases of individual lots for the obligations of this Agreement with regard to construction of the Developer Improvements, but said individual lot releases shall not in any way release the Developer from any of its obligations hereunder nor release the lot purchaser from obligations intended to run with the land.
28. Indemnification. The Developer agrees to indemnify, defend and hold the City and its officials, employees, contractors and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from approval of the Final Plat. The Developer agrees to indemnify, defend and hold the City and its officials, employees, contractors and agents harmless for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees, except matters involving acts of gross negligence by the City.
29. Assignment. The Developer may not assign this Agreement without the written permission of the City, which permission shall not be unreasonably denied or delayed. Notwithstanding the previous sentence, the Developer may, with notice to, but without the permission of the City, assign this Agreement to a party whose members, shareholders, or partners consist of one or more members of the Developer. No assignment shall be effective unless the assignee assumes in writing all obligations of the Developer under this Agreement and the documents related thereto and evidencing such assumption shall be in a form reasonably acceptable to the City. The Developer (or assignees allowed hereunder)'s obligations shall continue in full force and effect even as the Developer (or assignees allowed hereunder) sells lots within the Property.
30. Severability In the event that any provision of this Agreement shall be held invalid, illegal or unenforceable by any court of competent jurisdiction, such holding shall pertain only to such section and shall not invalidate or render unenforceable any other section or provision of this Agreement.







**CHATFIELD HILLTOP ESTATES LLC**

By: \_\_\_\_\_  
Geoffrey Griffin

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

STATE OF MINNESOTA    )  
  ) ss  
COUNTY OF FILLMORE    )

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Geoffrey G. Griffin, the Chief Manager of Chatfield Hilltop Estates LLC, a Minnesota limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

**PROPERTY**

Hilltop Estates Fourth Subdivision

LAND DESCRIPTION

## **Exhibit B**

### **Preliminary Plat and Final Plat**

## Exhibit C

### Plans

The Plans applicable to the Property are as follows:

<b>No.</b>	<b>Plan</b>	<b>Date of Plan Preparation</b>	<b>Prepared By</b>
1	Hilltop Estates General Development Plan	November 27, 2007	G-Cubed, Inc.
2.	Grading Plan for Hilltop Estates Fourth Addition	_____	G-Cubed, Inc.
		Date	
3.	Construction Plans for Hilltop Estates Fourth Addition	_____	G-Cubed, Inc.
		Date	

CITY OF CHATFIELD  
STATE OF MINNESOTA

RESOLUTION NO. 2023-29

**A Resolution to Amend the City of Chatfield's Zoning Ordinance Clarifying the Rules Regulating Residential Metal Roofing and Siding.**

**Whereas**, the City of Chatfield maintains a Comprehensive Plan and Land Use Plan Map which includes land uses and policies of the City's future growth and development, and

**Whereas**, the City of Chatfield maintains a Zoning Ordinance which includes all zoning districts within the City and is generally consistent with the Comprehensive Plan and Land Use Plan Map, and

**Whereas**, types of amendments include a change in district's regulations, and

**Whereas**, amendments to the zoning ordinance are allowed per Ordinance by recommendation of the Planning Commission to the City Council, and

**Whereas**, a public hearing has been held to consider the amendment clarifying the rules regulating residential metal roofing and siding, and

**Whereas**, the Planning Commission recommended approval at their December 4<sup>th</sup>, 2023, Planning Commission Meeting to amend the zoning ordinance and change the residential metal roofing and siding regulations as follows:

Sec. 113-291. Residential districts.

(g) Cloth, canvas, plastic sheeting, tarps, or similar material, ~~as well as corrugated roofing or siding~~, are not allowed as primary building material on an accessory structure. This limitation shall not apply to a greenhouse and accessory structures located in the RR-Rural Residential zoning district or building used for agricultural purposes.

~~(1) The use of any sheet steel siding is in board and batten style, as opposed to continuous corrugated style;~~

~~(2) (1)~~ Doors will be of a standard walk-in style, roll-up style, or overhead style;

~~(3) (2)~~ Treated skirting will be the only exposed portion of the building that is left unfinished, and it shall not have more than eight inches of exposure from finish grade to the bottom of the siding, and the finish grade will lap up on the skirting no less than three inches.

**NOW THEREFORE BE IT RESOLVED** that the Planning & Zoning Commission of the City of Chatfield recommends that the City Council authorize the City Attorney to amend Sec. 113-291, Residential Districts; (g), by ordinance to further clarify the regulations affecting residential roofing and siding.

**ADOPTED THIS 11<sup>TH</sup> DAY OF DECEMBER, 2023**

\_\_\_\_\_  
JOHN McBROOM, MAYOR

\_\_\_\_\_  
MICHELE PETERSON, CITY ADMINISTRATOR

MOTION:

SECOND:

AYES:

NAYS:





# City of Chatfield

Thurber Community Center • Chatfield Municipal Building  
21 Second Street Southeast • Chatfield, Minnesota 55923 • 507-867-3810  
[www.ci.chatfield.mn.us](http://www.ci.chatfield.mn.us)

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## MEMORANDUM

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**TO:** CITY COUNCIL

**FROM:** MICHELE PETERSON, CITY ADMINISTRATOR  
LOGAN TJSSEM, ZONING ADMINISTRATOR AND CITY PLANNER

**SUBJECT:** BUILDING CODE ENFORCEMENT, INSPECTION AND FEES DISCUSSION AND RECOMMENDATION

**DATE:** 12/11/2023

**CC:**

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**Background:** The Chatfield Planning & Zoning Commission, at their regularly scheduled meeting on December 4th, 2023, discussed three options for the above-mentioned subject (CMS, MnSpec, or Olmsted County).

**Recommendation:** Through in-person and virtual interviews of each of the options by staff and discussion at the Planning Commission meeting, it is the Planning Commission's and Staff's recommendation that the City of Chatfield by order of the Council enter into a contract with Olmsted County for building code enforcement and inspections.

**Action:** Make a request to Olmsted County for a building code enforcement and inspection contract for review and adoption starting in January of 2024.

Logan Tjossem, AICP  
Zoning Administrator and City Planner

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MEMORANDUM

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**TO:** CHATFIELD PUBLIC WORKS COMMITTEE AND CITY COUNCIL  
**FROM:** CRAIG BRITTON  
**SUBJECT:** 2023 STREET IMPROVEMENT PROJECT – PAY APPLICATION 5  
**DATE:** DECEMBER 6, 2023  
**CC:** CITY ADMINISTRATOR, MICHELE PETERSON  
SUPERINTENDENT OF CITY SERVICES, BRIAN BURKHOLDER

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**Action Requested:** Consideration of Pay Application #5 in the amount of \$110,142.93 to Griffin Construction for work completed on the 2023 Street Improvement Project.

**Background:** Griffin Construction has submitted Pay Application #5 in the amount of \$110,142.93 for work completed in November. Work completed includes the placement of the concrete driveways and sidewalks, installation of the subdrain around the cul de sac on Hawley Street and the seeding. The majority of the work on the project has been completed and will resume again in the spring. Remaining work includes miscellaneous clean up and the final lift of bituminous pavement. The pay application is attached to this report. Below is a quick summary of the contract amount and proposed payment.

1. Contract Amount - \$1,759,308.26
2. Pay Application 1 - \$190,034.92
3. Pay Application 2 - \$416,606.91
4. Pay Application 3 - \$371,345.77
5. Pay Application 4 - \$400,480.20
6. Pay Application 5 - \$110,142.93
7. Retainage (5%) - \$78,347.93
8. Balance to Finish - \$192,349.59

Please let me know if you have any questions.

Craig Britton

PARTIAL PAYMENT ESTIMATE

Pay Estimate 5

Name of Contractor:  
Griffin

Name of Owner:  
City of Chatfield

Date of Substantial Completion:	Amount of Contract:	Dates of Estimate
Original: 11/1/2023	Original: \$ 1,759,308.26	From: 11-05-23
Revised: NA	Revised: NA	To: 12-01-23

Widseth Project Number: 2022-11251

Description of Job: 2023 Street Improvement Project

ITEM NO.	ITEM DESCRIPTION	CONTRACT ITEMS				THIS PERIOD		TOTAL TO DATE	
		UNIT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
<b>BID SCHEDULE A. - GRAND, PROSPECT ST SE</b>									
1	CONTRACTOR TESTING - DENSITY	L.S.	1	\$4,550.00	\$4,550.00	0.1	\$455.00	1	\$4,550.00
2	MOBILIZATION	L.S.	1	\$68,520.00	\$68,520.00	0.1	\$6,852.00	1	\$68,520.00
3	CLEARING	EACH	25	\$335.00	\$8,375.00	5	\$1,675.00	25	\$8,375.00
4	GRUBBING	EACH	25	\$335.00	\$8,375.00	4	\$1,340.00	25	\$8,375.00
5	SALVAGE SIGN	EACH	1	\$50.00	\$50.00	0	\$0.00	1	\$50.00
6	REMOVE SIGN	EACH	11	\$50.00	\$550.00	8	\$400.00	11	\$550.00
7	REMOVE MANHOLE (SANITARY)	EACH	11	\$600.00	\$6,600.00	1	\$600.00	11	\$6,600.00
8	REMOVE MANHOLE (STORM)	EACH	2	\$600.00	\$1,200.00	1	\$600.00	2	\$1,200.00
9	REMOVE CATCH BASIN	EACH	8	\$500.00	\$4,000.00	-1	-\$500.00	8	\$4,000.00
10	REMOVE GATE VALVE & BOX	EACH	7	\$300.00	\$2,100.00	2	\$600.00	7	\$2,100.00
11	REMOVE HYDRANT	EACH	4	\$500.00	\$2,000.00	0	\$0.00	4	\$2,000.00
12	REMOVE CURB & GUTTER	LIN FT	3665	\$3.00	\$10,995.00	0	\$0.00	3700	\$11,100.00
13	REMOVE SEWER PIPE (STORM)	LIN FT	626	\$15.00	\$9,390.00	105	\$1,575.00	626	\$9,390.00
14	REMOVE SEWER PIPE (SANITARY)	LIN FT	1976	\$6.00	\$11,856.00	148.6	\$891.60	1976	\$11,856.00
15	REMOVE PIPE CULVERT	LIN FT	32	\$15.00	\$480.00	0	\$0.00	40	\$600.00
16	SALVAGE RETAINING WALL	LIN FT	39	\$25.00	\$975.00	0	\$0.00	39	\$975.00
17	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	434	\$4.65	\$2,018.10	0	\$0.00	285	\$1,325.25
18	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	363	\$3.60	\$1,306.80	0	\$0.00	367	\$1,321.20
19	REMOVE CONCRETE FLUME	SQ YD	21	\$12.50	\$262.50	0	\$0.00	20	\$250.00
20	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	747	\$8.00	\$5,976.00	0	\$0.00	1138	\$9,104.00
21	REMOVE BITUMINOUS PAVEMENT	SQ YD	7353	\$2.75	\$20,220.75	0	\$0.00	6649.9	\$18,287.23
22	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	657	\$8.00	\$5,256.00	-225	-\$1,800.00	708	\$5,664.00
23	REMOVE CONCRETE SIDEWALK	SQ FT	281	\$2.00	\$562.00	155	\$310.00	292	\$584.00
24	COMMON EXCAVATION (EV) (P)	CU YD	3324	\$15.40	\$51,189.60	831	\$12,797.40	3324	\$51,189.60
25	COMMON EXCAVATION (SUBGRADE) (EV)	CU YD	474	\$15.40	\$7,299.60	0	\$0.00	0	
26	EXCAVATION SPECIAL (EXPLORATORY)	HOUR	24	\$125.00	\$3,000.00	0	\$0.00	14	\$1,750.00

27	GEOTEXTILE FABRIC TYPE V	SQ YD	10763	\$1.70	\$18,297.10	0	\$0.00	10249	\$17,423.30
28	AGGREGATE BASE CLASS 5 MODIFIED	TON	3972	\$18.15	\$72,091.80	-2033	-\$36,898.95	3495	\$63,434.25
29	FULL DEPTH RECLAMATION	SQ YD	1671	\$3.64	\$6,082.44	0	\$0.00	1671	\$6,082.44
30	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	833	\$102.69	\$85,540.77	0	\$0.00	0	
31	TYPE SP 12.5 WEARING COURSE MIX (3,C)	TON	1386	\$99.42	\$137,796.12	0	\$0.00	1335	\$132,725.70
32	GRANULAR FOUNDATION AND/OR BEDDING	TON	380	\$21.50	\$8,170.00	0	\$0.00	35	\$752.50
33	6" PERF PVC PIPE DRAIN	LIN FT	3121	\$20.33	\$63,449.93	620	\$12,604.60	620	\$12,604.60
34	12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	210	\$66.40	\$13,944.00	0	\$0.00	205	\$13,612.00
35	15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	258	\$73.35	\$18,924.30	0	\$0.00	258	\$18,924.30
36	18" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	35	\$78.55	\$2,749.25	0	\$0.00	35	\$2,749.25
37	21" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	27	\$87.79	\$2,370.33	0	\$0.00	27	\$2,370.33
38	24" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	958	\$101.82	\$97,543.56	0	\$0.00	958	\$97,543.56
39	27" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	315	\$127.75	\$40,241.25	0	\$0.00	315	\$40,241.25
40	30" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	72	\$149.85	\$10,789.20	0	\$0.00	45	\$6,743.25
41	MAINTENANCE OF SANITARY SEWER SERVICE	L.S.	1	\$19,750.00	\$19,750.00	0	\$0.00	1	\$19,750.00
42	CONNECT TO EXISTING SANITARY SEWER	EACH	3	\$500.00	\$1,500.00	0	\$0.00	3	\$1,500.00
43	CONNECT TO EXISTING STORM SEWER	EACH	1	\$750.00	\$750.00	-3	-\$2,250.00	1	\$750.00
44	CONNECT TO EXISTING MANHOLES	EACH	4	\$1,000.00	\$4,000.00	0	\$0.00	0	
45	SANITARY SEWER SERVICE (4" PVC)	EACH	27	\$1,690.00	\$45,630.00	0	\$0.00	28	\$47,320.00
46	SANITARY SEWER SERVICE (6" PVC)	EACH	1	\$1,860.00	\$1,860.00	0	\$0.00	3	\$5,580.00
47	8" X 4" PVC WYE	EACH	27	\$402.00	\$10,854.00	0	\$0.00	28	\$11,256.00
48	8" X 6" PVC WYE	EACH	1	\$472.00	\$472.00	0	\$0.00	3	\$1,416.00
49	SANITARY SEWER INSPECTION	LIN FT	1975	\$3.00	\$5,925.00	0	\$0.00	0	
50	8" PVC PIPE SEWER	LIN FT	1975	\$57.14	\$112,851.50	100.1	\$5,719.71	1975	\$112,851.50
51	INSTALL WATER SERVICE SYSTEM (1")	EACH	27	\$2,345.00	\$63,315.00	0	\$0.00	31.5	\$73,867.50
52	INSTALL WATER SERVICE SYSTEM (2")	EACH	1	\$4,930.00	\$4,930.00	0	\$0.00	1	\$4,930.00
53	CONNECT TO EXISTING WATER MAIN	EACH	4	\$1,500.00	\$6,000.00	0	\$0.00	4	\$6,000.00
54	HYDRANT	EACH	4	\$7,097.00	\$28,388.00	0	\$0.00	4	\$28,388.00
55	ADJUST VALVE BOX	EACH	11	\$275.00	\$3,025.00	0	\$0.00	0	
56	6" GATE VALVE & BOX	EACH	5	\$2,935.00	\$14,675.00	0	\$0.00	5	\$14,675.00
57	8" GATE VALVE & BOX	EACH	11	\$3,735.00	\$41,085.00	0	\$0.00	11	\$41,085.00
58	6" PVC WATER MAIN	LIN FT	98	\$49.75	\$4,875.50	0	\$0.00	128	\$6,368.00
59	8" PVC WATER MAIN	LIN FT	2288	\$56.50	\$129,272.00	81.5	\$4,604.75	2288	\$129,272.00
60	DUCTILE IRON FITTINGS	POUND	1213	\$16.50	\$20,014.50	0	\$0.00	1787	\$29,485.50
61	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL	EACH	12	\$2,900.00	\$34,800.00	0	\$0.00	12	\$34,800.00
62	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	EACH	11	\$3,515.00	\$38,665.00	0	\$0.00	11	\$38,665.00
63	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	EACH	4	\$5,068.00	\$20,272.00	0	\$0.00	4	\$20,272.00
64	CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4020	EACH	3	\$5,795.00	\$17,385.00	0	\$0.00	2	\$11,590.00
65	ADJUST FRAME AND RING CASTING	EACH	21	\$575.00	\$12,075.00	0	\$0.00	0	
66	CONSTRUCT SANITARY MANHOLE	EACH	9	\$3,547.00	\$31,923.00	0	\$0.00	9	\$31,923.00

67 CONSTRUCT SANITARY MANHOLE (LF)	LIN FT	32.86	\$300.00	\$9,858.00	5.26	\$1,578.00	33.3	\$9,990.00
68 4" CONCRETE WALK	SQ FT	214	\$12.50	\$2,675.00	292	\$3,650.00	292	\$3,650.00
69 CURB AND GUTTER DESIGN B624	LIN FT	3839	\$22.40	\$85,993.60	-5	-\$112.00	3897	\$87,292.80
70 CURB AND GUTTER DESIGN B624 (MOD.)	LIN FT	5	\$50.00	\$250.00	5	\$250.00	5	\$250.00
71 6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	894	\$72.00	\$64,368.00	946	\$68,112.00	946	\$68,112.00
72 TRUNCATED DOMES	SQ FT	10	\$57.00	\$570.00	9	\$513.00	9	\$513.00
73 TRAFFIC CONTROL	L.S.	1	\$4,950.00	\$4,950.00	0.1	\$495.00	1	\$4,950.00
74 INSTALL SIGN TYPE C (INCLUDE SIGN POST)	EACH	3	\$375.00	\$1,125.00	3	\$1,125.00	3	\$1,125.00
75 FURNISH TYPE C SIGN	EACH	3	\$150.00	\$450.00	3	\$450.00	3	\$450.00
76 FURNISH TYPE D SIGN (STREET NAME SIGNS)	EACH	16	\$115.00	\$1,840.00	16	\$1,840.00	16	\$1,840.00
77 INSTALL SALVAGED SIGN	EACH	1	\$250.00	\$250.00	1	\$250.00	1	\$250.00
78 EROSION CONTROL SUPERVISOR	L.S.	1	\$500.00	\$500.00	0.1	\$50.00	1	\$500.00
79 STORM DRAIN INLET PROTECTION	EACH	21	\$250.00	\$5,250.00	0	\$0.00	10	\$2,500.00
80 SILT FENCE, TYPE MS	LIN FT	871	\$2.10	\$1,829.10	0	\$0.00	0	
81 COMMON TOPSOIL BORROW (LV)	CU YD	598	\$25.00	\$14,950.00	98	\$2,450.00	150	\$3,750.00
82 STABILIZED CONSTRUCTION EXIT	L.S.	1	\$1,500.00	\$1,500.00	0	\$0.00	1	\$1,500.00
83 SEEDING	ACRE	1.14	\$1,003.52	\$1,144.01	1.14	\$1,144.01	1.14	\$1,144.01
84 FERTILIZER TYPE 3	POUND	342	\$1.00	\$342.00	0	\$0.00	0	
85 ROCK EXCAVATION	L.S.	1	\$1,661.35	\$1,661.35	0	\$0.00	1	\$1,661.35
86 RECLAIMED ASPHALT BASE	TON	3972	\$17.40	\$69,112.80	1412	\$24,568.80	3495	\$60,813.00
<b>TOTALS =</b>				\$ 1,758,008.76		\$ 115,939.93		\$ 1,566,958.67

				THIS PERIOD	TOTAL TO DATE
AMOUNT EARNED				\$ 115,939.93	\$ 1,566,958.67
AMOUNT RETAINED	5%			\$ 5,797.00	\$ 78,347.93
PREVIOUS PAYMENTS				\$ -	\$ 1,378,467.80
<b>AMOUNT DUE</b>				\$ 110,142.93	\$ 110,142.93

Estimated Percentage of Job Completed: 89%  
Contractor's Construction Progress: On Schedule

**CONTRACTOR'S CERTIFICATION:**

The undersigned Contractor certifies that to the best of their knowledge, information and belief

**ENGINEER'S CERTIFICATION:**

The undersigned certifies that the work has

the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the Contractor for work for which previous payment estimates were issued and payments received from the Owner, and that current payment shown herein is now due.

**Contractor: Griffin**

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

Date: \_\_\_\_\_

**APPROVED BY OWNER:**

**Owner: City of Chatfield**

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

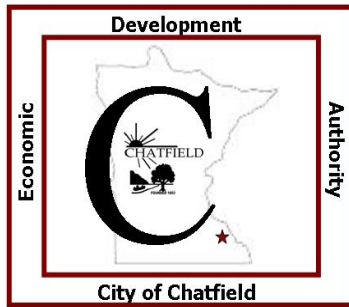
Date: \_\_\_\_\_

been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

**Engineer:**

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

Date: \_\_\_\_\_



Chatfield Economic Development Authority  
Thurber Community Center - Chatfield Municipal Building  
21 Second Street SE  
Chatfield, MN 55923  
Voice 507.867.1523 Fax 507.867.9093  
[www.ci.chatfield.mn.us](http://www.ci.chatfield.mn.us)

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December 11, 2023

To: Chatfield City Council

From: Chris Giesen, EDA

RE: Transit Management Study (TMO) Project

### Background

The City has been working with Southeast Minnesota Together (SE MN Together) and its fiscal host Southeast Service Cooperative (SSC) to assist with the regional transit management organization study project SE MN Together is leading. The current phase of the project is to conduct a comprehensive assessment and create a financial plan for such a regional TMO.

Based on the prior work and relationship with the city, the city agreed to be a fiscal host for a state appropriation to fund the TMO study. In the 2023 legislative session, the State of Minnesota appropriated \$350,000 to the City of Chatfield for this project.

SE MN Together will conduct the project work according to the legislative requirements, the attached scope of work, and utilize Chatfield as the conduit to access the funding. City staff will facilitate the grant contract, similar to what was done for the art center renovation project.

Generally, the idea is that the TMO project group will conduct the project efforts according to the stated scope of work, the appropriation legislation, and under the terms of the city's contract with the state. The project group will be responsible to conduct all project work, vet/recommend vendors, review and ensure payments to vendors are in order, and keep appropriate records. The city's responsibilities will include enacting the recommendations from the project group and facilitate the grant contract with the state. As a part of the state appropriation process, the city will need to expend its own funds for eligible project costs and be reimbursed by the state. To cover the costs associated with the city's help, the project group would pay an administrative fee of \$7,500 to the city.

The city attorney has reviewed the contract and memo of understanding and did not have any concerns.

### Action Requested

1. **Approve the attached resolution authorizing a contract between the State of Minnesota and the City of Chatfield.** The contract is also attached, it is similar to other state grant contracts the city has entered.
2. **Approve a memorandum of understanding between the City of Chatfield and SSC/the TMO project group.** This memo outlines the relationship between organizations for the project, and each's roles and responsibilities.
3. **Approve the project scope of work.** Both the contract with the state and memo of understanding utilize this scope of work as the project baseline.

**Memorandum of Understanding**  
**November 15, 2023**

This Memorandum of Understanding (MOU) is intended to create a clear understanding between the City of Chatfield, a municipal corporation (City) and Southeast Service Cooperative acting as fiscal host for SE MN Together (SSC) in support of the Transit Management Organization (TMO) project, in accordance with the Laws of Minnesota 2023, chapter 68, article 1, section 9(d) as follows:

(d) \$350,000 in fiscal year 2024 is appropriated from the general fund to the commissioner of transportation for grants to the city of Chatfield to develop a transportation management organization in southeastern Minnesota. Money under this paragraph is available for developing a comprehensive assessment and financial plan for a transportation management organization in the counties of Dodge, Fillmore, Freeborn, Goodhue, Houston, Mower, Olmsted, Rice, Steele, Wabasha, and Winona. The study must assess how the transportation management organization can develop resources to meet the region's growing and changing transportation needs and prioritize transportation-related challenges that affect the region's workforce, access to health care and postsecondary education, and quality of life.

The TMO project purpose is to develop a comprehensive assessment and financial plan for a transportation management organization in the counties of Dodge, Fillmore, Freeborn, Goodhue, Houston, Mower, Olmsted, Rice, Steele, Wabasha, and Winona, per the scope of work shown in Exhibit A, herein.

It is the mutual understanding of the City and SSC that the City's role in this project is merely administrative in nature and for the purposes of providing a conduit for the appropriation referenced above. The City will not be held liable for the quality or quantity of work performed by SSC or its selected vendors related to the TMO project. As related to this project and in furtherance of its goals, the City will only act upon the reasonable advice and consent of SSC.

**To this end, the City agrees:**

1. To enter into a grant contract (Contract) as shown in Exhibit B herein, with the Minnesota commissioner of transportation (State) for the purpose of enumerating the roles, responsibilities, and procedures of implementing, accessing, reporting, record keeping, and other such activities required by the State in order to utilize the state funds appropriated to the City.
2. On the advice and consent of SSC, enter into reasonable agreements for professional services with vendors that will meet the terms and conditions of the Contract and fulfill the purpose of the TMO project.
3. On the advice and consent of SSC, pay, in a timely manner, costs incurred for such professional services provided by vendors, per the terms of any subsequent agreements between the City and such vendors. Only costs that are reimbursable by the State under the Contract will be paid by the City.
4. Facilitate communications, reporting, requests for payment/reimbursement from the State.
5. Coordinate with SSC and the TMO project leadership to facilitate State reporting requirements, reimbursement requests, city audit related matters, and other administrative tasks that may arise.



**SSC agrees:**

6. To carry out the TMO project per the scope of work as shown in Exhibit A and per the requirements of the Contract.
7. That they have read and understand the scope and all requirements of the Contract.
8. Only activities, costs, and actions allowable under the Contract will be brought forward for City approval and/or payment.
9. Provide all necessary information for timely reporting of activities or questions required by the State.
10. To identify a project manager and/or committee lead that represents SSC's interests in this project and serve as the contact point between the City and SSC. Only recommendations from the project manager and/or committee lead will be accommodated.
11. To hold harmless the City for any actions or inactions of SSC, SSC staff, or TMO project volunteers.
12. Provide any and all TMO project materials requested by the City or State as required under the Contract, even after the term of this MOU expires.
13. To reimburse the City for administrative expenses totaling \$7,500 payable in one lump sum prior to the term of this MOU expiring. This reimbursement shall cover the City's time and real costs associated with facilitating this MOU.

The term of this MOU shall run until the TMO project concludes and the City receives a written grant adjustment notice from the State to notify the City that the terms and conditions of the Contract are fulfilled and closed. This date may occur after the TMO project activities conclude.

Once this MOU is approved by both parties, it can only be modified upon the written consent of both parties.

This MOU represents the entire agreement between the City and SSC.

Approved:

**City of Chatfield**

**Southeast Service Cooperative  
SE MN Together Fiscal Host**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Date

City of Chatfield  
Resolution #2023-26

2024 Southeast Minnesota Transportation Management Comprehensive Study

Whereas, the City of Chatfield enters into an Agreement with the State of Minnesota to develop a comprehensive assessment and financial plan for a transportation management organization (TMO) in the counties of Dodge, Fillmore, Freeborn, Goodhue, Houston, Mower, Olmsted, Rice, Steele, Wabasha, and Winona, and;

Whereas, The study will assess how the TMO can develop resources to meet the region's growing and changing transportation needs and prioritize transportation-related challenges that affect the region's workforce, access to health care and postsecondary education, and quality of life, and;

Whereas, no local match is required.

NOW THEREFORE BE IT RESOLVED,

That the City of Chatfield directs and authorizes the Mayor or City Administrator and their successors in office to execute the Agreement, any amendments thereto, and all associated administrative actions to implement the Agreement.

CERTIFICATION

I hereby certify that the foregoing resolution is a true and correct copy of the resolution presented to and adopted by the City of Chatfield at a duly authorized meeting held on December 11, 2023.

---

Beth Carlson  
City Clerk

Date

**STATE OF MINNESOTA  
State Fiscal Year 2024 City of Chatfield Grant Agreement**

This Grant Agreement is between the STATE of Minnesota, acting through its Commissioner of Transportation (“STATE”) and City of Chatfield (“RECIPIENT”), a governmental entity.

**BACKGROUND**

The purpose of this Grant Agreement is to administer state financial assistance to the RECIPIENT in accordance with the **Laws of Minnesota 2023, chapter 68, article 1, section 9(d)** as follows:

(d) \$350,000 in fiscal year 2024 is appropriated from the general fund to the commissioner of transportation for grants to the city of Chatfield to develop a transportation management organization in southeastern Minnesota. Money under this paragraph is available for developing a comprehensive assessment and financial plan for a transportation management organization in the counties of Dodge, Fillmore, Freeborn, Goodhue, Houston, Mower, Olmsted, Rice, Steele, Wabasha, and Winona. The study must assess how the transportation management organization can develop resources to meet the region's growing and changing transportation needs and prioritize transportation-related challenges that affect the region's workforce, access to health care and postsecondary education, and quality of life.

**GRANT AGREEMENT**

**1. Terms of Grant Agreement**

- 1.1 Effective Date/Commencement of Work:** This Grant Agreement is effective on, and RECIPIENT must not begin work until, the date the STATE obtains all required signatures under Minnesota Statutes, § 16B.98, Subdivision 5.
- 1.2 Offer and Acceptance Terms:** When transmitted by STATE to RECIPIENT, this Grant Agreement constitutes an offer which expires if RECIPIENT does not accept, sign and return to STATE within 45 calendar days of transmittal, unless STATE grants an extension in writing at RECIPIENT’s request.
- 1.3 Expiration Date:** This Grant Agreement will expire on June 30, 2025 or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.4 Survival of Terms:** All clauses in this Grant Agreement which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Grant Agreement.

**2. RECIPIENT’s Duties**

- 2.1** RECIPIENT will receive financial assistance under this Grant Agreement for developing a comprehensive assessment and financial plan for a transportation management organization in the counties of Dodge, Fillmore, Freeborn, Goodhue, Houston, Mower, Olmsted, Rice, Steele, Wabasha, and Winona. The study must assess how the transportation management organization can develop resources to meet the region's growing and changing transportation needs and prioritize transportation-related challenges that affect the region's workforce, access to health care and postsecondary education, and quality of life in accordance with all applicable federal, STATE and local laws, rules, and regulations, including:
  - 2.1.1** RECIPIENT’s Scope of Work as approved by STATE, which is incorporated by reference in this Grant Agreement. The Scope of Work may be changed upon written approval by STATE.

## 2.2 Records and Reports

**2.2.1 Records.** RECIPIENT will establish a set of accounts in which costs are recorded so that they may be clearly identified, easily traced, and substantially documented. All accounting practices applied and all records maintained must be in accordance with Generally Accepted Accounting Principles.

**Reports.** RECIPIENT will prepare reports on the *Request for Funds* form prescribed by STATE. At the end of each quarter of operation, a RECIPIENT shall provide the department with a report summarizing allowable costs and services provided for the period. Reports will be completed on forms approved by the STATE and submitted no later than the last day of the month following the reporting period. RECIPIENT will submit to the STATE the final report for the agreement period no later than 60 days after the agreement period ends.

### 2.2.2 Budget Line-Item Adjustments

Budget line-item adjustments must be requested by RECIPIENT and approved by STATE. RECIPIENT budget line-item adjustment requests will be submitted and approved by STATE. In no event will budget adjustments cause the STATE's total obligation to exceed the total budget amount of this Grant Agreement.

## 2.3 Procurement and Third-Party Contracts

### 2.3.1 Submission of Contracts to STATE for review

**2.3.1.1 Solicitation:** Prior to publication, RECIPIENT will submit to STATE all solicitations for work (e.g. Requests For Proposals) to be funded by this Grant Agreement between RECIPIENT and third parties or subcontractors for the STATE's review and approval. STATE's Authorized Representative will respond to requests from RECIPIENT to review the solicitation for work within ten (10) working days of receiving the request.

**2.3.1.2 Third Party Contract:** RECIPIENT shall not execute a third-party contract or subcontract or otherwise enter into a binding agreement that is funded by this Grant Agreement until it has first received written approval from STATE's Authorized Representative. STATE's Authorized Representative will respond to requests from RECIPIENT for authorization to subcontract within ten (10) working days of receiving the request. The use of third-party contractors does not relieve RECIPIENT from performing and delivering the work stated in this Grant Agreement.

All contracts between RECIPIENT and third parties or subcontractors must contain all applicable provisions of this contract. STATE retains the rights to disapprove a third-party contract or subcontract that is funded in part with this Grant Agreement. A STATE-approved third-party contract or subcontract becomes part of RECIPIENT's Scope of Work and is subject to all applicable federal, STATE, and local laws, rules and regulations.

## 2.4 INDEPENDENT CONTRACTOR

**2.4.1** Under the terms of this Grant Agreement, RECIPIENT is an independent contractor and retains full control over the employment, direct compensation, and discharge of all persons engaged in this Grant Agreement.

- 2.4.2 RECIPIENT is solely responsible for all matters relating to payment of employees, including compliance with social security, payroll taxes and withholdings, unemployment compensation, and all other regulations governing these matters.
- 2.4.3 RECIPIENT is responsible for its own acts and those of its subordinates, employees, and any and all third-party contractors during the term of this Grant Agreement.
- 2.4.4 The STATE does not have an obligation or a responsibility to claims that may arise by RECIPIENT'S subordinates, employees or any third-party contractors under the *Minnesota Workers' Compensation Act*
- 2.4.5 The STATE does not have an obligation or a responsibility to third party claims that arise from an act or omission on the part of RECIPIENT'S subordinates, employees, or any third-party contractor are not the STATE's obligation or responsibility.

### 2.5 Travel Expenses

Reimbursement for travel and subsistence expenses actually and necessarily incurred in the performance of this Grant Agreement, whether by RECIPIENT or a third party or subcontractor hired under this Grant Agreement will not exceed the amounts provided in the current Minnesota Management and Budget Commissioner's Plan which is incorporated by reference. Out of state travel is not allowed without prior approval by STATE. Minnesota will be considered the home state for determining whether travel is out of state.

## 3. STATE Responsibilities

- 3.1 **Consideration:** The STATE will pay for all services performed by the RECIPIENT under this Grant Agreement as follows:
  - 3.1.1 **Compensation:** The STATE will provide an amount as indicated in **Exhibit I**, Financial Assistance, which is attached and incorporated into this Grant Agreement. STATE has determined that the funds available for eligible costs to RECIPIENT shall not exceed the amounts in **Exhibit I**, Financial Assistance.
- 3.2 **Payment:**
  - 3.2.1 **Invoices:** STATE will pay RECIPIENT the STATE share of eligible costs when RECIPIENT submits to STATE a Request for Funds prescribed by STATE and accompanying invoice(s) and supporting documents as requested by the STATE.
  - 3.2.2 **Availability of STATE Funds:** STATE retains the sole and exclusive right to determine the amounts of STATE funds available for payment to RECIPIENT under the terms of this Grant Agreement.
  - 3.2.3 **Partial Payment:** STATE may withhold a partial payment of the STATE share if STATE determines that the cost is unallowable or that the payment is not necessary according to RECIPIENT's Scope of Work.

### 3.3 Financial Reconciliation and Monitoring

On all grants of \$50,000 or more, STATE must conduct a financial reconciliation of RECIPIENT's expenditures at least once during the period of performance, or more frequently if it determines a need to do so, during the term of this Grant Agreement. STATE will provide the necessary forms and documentation to be completed by RECIPIENT. A financial reconciliation involves reconciling a RECIPIENT's supporting documentation of costs and revenues such as; purchase orders, receipts

and payroll records. During the period of performance or annually, the STATE will make at least make at least one monitoring visit.

**4. Conditions of Payment**

All services provided by the RECIPIENT under this Grant Agreement must be performed to the STATE's satisfaction, as determined at the sole discretion of the STATE's Authorized Representative and in accordance with all applicable federal, STATE and local laws, ordinances, rules and regulations. The RECIPIENT will not receive payment for work found by the STATE to be unsatisfactory or performed in violation of federal, STATE and local laws.

**5. STATE Audits**

RECIPIENT and any third-party contractor will establish a set of accounts in which all costs and revenues are recorded so that they may be clearly identified, easily traced and substantially documented. All accounting practices applied and all records maintained must be in accordance with Generally Accepted Accounting Principles. The books, records, documents and accounting procedures and practices of RECIPIENT and any third-party contractor relative to this Grant Agreement are subject to examination by the Auditor, STATE Auditor, and the Legislative Auditor, during regular working hours, whenever necessary.

RECIPIENT will have 14 calendar days from receipt of a final audit to respond to the audit. Failure to respond to the audit within 14 calendar days may be deemed to be acceptance of the audit findings by RECIPIENT, after which STATE may proceed to final closeout of the Grant Agreement. All required records must be maintained for at least six years from the date of final payment or the expiration date of this Grant Agreement, whichever occurs last.

**6. Authorized Representatives**

**6.1** The STATE's Authorized Representative is:  
MnDOT, Office of Transit and Active Transportation  
395 John Ireland Boulevard, MS 430  
St. Paul, MN 55155-1800

**6.2** The RECIPIENT's Authorized Representative is:  
Name:  
Title:  
Address:  
Street:  
City, STATE, Zip:  
E-mail:

If the RECIPIENT's Authorized Representative changes at any time during this Grant Agreement, the RECIPIENT must immediately notify the STATE.

**7. Governing Law, Jurisdiction and Venue**

The laws of the State of Minnesota govern this Grant Agreement. Venue for all legal proceedings arising out of this Grant Agreement, or its breach of this Grant Agreement, is in state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**8. Liability**

To the extent permitted by law, the RECIPIENT will indemnify, save and hold STATE, its agents and employees harmless from any and all claims or causes of action arising from the performance of this Grant Agreement by RECIPIENT's agents or employees. This clause does not bar any legal remedies RECIPIENT may have for STATE's failure to fulfill its obligations pursuant to this Grant Agreement.

**9. Fund Use Prohibited**

The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project.

**10. Assignment, Transfer, Waiver**

RECIPIENT may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the STATE and a fully executed Assignment Agreement, executed and approved by the RECIPIENT, STATE and the new recipient.

This Grant Agreement contains all prior negotiations and agreements between the STATE and the RECIPIENT. No other understanding regarding this Grant Agreement, whether written or oral, may be used to bind either party.

The STATE's failure to enforce any provisions of this Grant Agreement does not waive the provision or its right to subsequently enforce it.

**11. Electronic Signatures and Records; Amendments**

The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records. An amendment to this Grant Agreement must be in writing and executed by all parties who executed and approved this Grant Agreement.

**12. Data Practices**

The RECIPIENT and STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes § Chapter 13, as it applies to all data provided by the STATE under this Grant Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the RECIPIENT under this Grant Agreement. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data referred to in this clause by either the RECIPIENT or the STATE.

If RECIPIENT receives a request to release the data referred to in this clause, the RECIPIENT must immediately notify the STATE. The STATE will give the RECIPIENT instructions concerning the release of the data to the requesting party before the data is released.

**13. Data Disclosure**

Under Minnesota Statutes § 270C.65, and other applicable law, the RECIPIENT consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the STATE, to federal and STATE tax agencies and STATE personnel involved in the payment of STATE obligations. These identification numbers may be used in

the enforcement of federal and STATE laws, which could result in action requiring the RECIPIENT to file STATE tax returns and pay delinquent STATE tax liabilities, if any.

#### 14. Insurance

**14.1 Certificate of Insurance:** For the term of the Grant Agreement RECIPIENT will obtain the insurance required under Article 13 for the term of this Grant Agreement. Within 30 days of expiration of an insurance policy, RECIPIENT will provide STATE with evidence that a new policy has been obtained. RECIPIENT will notify STATE immediately upon a change in the terms or conditions of an insurance policy.

#### 14.2 Types of Insurance Required

**14.2.1 Worker's Compensation Insurance:** RECIPIENT will provide workers' compensation insurance for all RECIPIENT's employees and, in case any work to be performed by a third-party contractor, RECIPIENT will require the third party contractor to provide workers' compensation insurance in accordance with the statutory requirements under Chapter 176 of the State of Minnesota.

**14.2.2 Commercial General Liability Insurance:** RECIPIENT is required to maintain insurance protecting them from claims for damages for bodily injury, including sickness or disease, death and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under this Grant Agreement whether the operations are by RECIPIENT or by a subcontractor or by anyone directly or indirectly employed under this Grant Agreement.

**For RECIPIENTS that are governmental entities, the tort liability amounts provided in Minnesota Statutes, Section 466.04 govern.** All other RECIPIENTS must have minimum insurance coverage of \$2,000,000 per occurrence.

The following coverages will be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- State of Minnesota named as an Additional Insured

**14.2.3 Commercial Automobile Liability:** RECIPIENT is required to maintain insurance protecting RECIPIENT from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services, as well as from claims for property damage including loss of use which may arise from operations under this Grant Agreement whether such operations were by RECIPIENT or by a subcontractor or by anyone directly or indirectly employed under this Grant Agreement.

**For RECIPIENTS that are governmental entities, the tort liability amounts provided in Minnesota Statutes, Section 466.04 govern.** All other RECIPIENTS must have minimum insurance coverage of \$2,000,000.00 combined single limit.

**In addition, the following coverages should be included:**

- Owned, Hired, and Non-owned Automobile



**14.2.4 Excess Insurance:** An Umbrella or Excess Liability insurance policy may be used to supplement Contractor's policy limits to satisfy the full policy limits required by this Grant Agreement.

**14.2.5 Rating:**

RECIPIENT will obtain insurance policies from an insurance company having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better and must be authorized to do business in the State of Minnesota or RECIPIENT will obtain coverage comparable under a program of self-insurance.

**14.3 Self-Insured Requirements:**

If RECIPIENT is self-insured the following is required:

RECIPIENT is able to provide for the tort liability amounts provided in Minnesota Statutes, section 466.04.

**15. Publicity and Endorsement**

**15.1 Publicity:** Any publicity regarding the subject matter of this Grant Agreement must identify the STATE as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the RECIPIENT individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Grant Agreement. All projects primarily funded by STATE grant appropriation must publicly credit the STATE of Minnesota, including on the RECIPIENT's website when practicable.

**15.2 Endorsement:** The RECIPIENT must not claim that the STATE endorses its products or services.

**16. Termination; Suspension**

**16.1 Termination by the STATE:** The STATE or Commissioner of Administration may terminate this Grant Agreement at any time, with or without cause. Upon termination, the RECIPIENT will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed or delivered.

This Grant Agreement will immediately be terminated if RECIPIENT is convicted of a criminal offense relating to a state grant agreement.

**16.2 Termination for Insufficient Funding:** In the event STATE cannot or does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a level sufficient to allow for the payment of the services contained herein, this Grant Agreement may be immediately cancelled, at STATE's option, by written notice of cancellation delivered in person, by mail, or via facsimile to RECIPIENT as the address specified in this Grant Agreement. The STATE will not be obligated to pay for any services provided by RECIPIENT after such notice of cancellation.

However, the RECIPIENT will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The STATE will provide the Grantee notice of the lack of funding within a reasonable time of the STATE's receiving that notice.

- 16.3 Non-Performance:** STATE may withhold payment or terminate this Grant Agreement at any time if RECIPIENT fails to comply with the provisions of this Grant Agreement. Neither party will be held responsible for delay or failure to perform when such delay or failure is due to any of the following, unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure: fire, flood, epidemic, strikes, wars, acts of God, and unusually severe weather, provided that the defaulting party gives notice as soon as possible to the other party for the inability to perform.
- 16.4 Suspension:** The STATE may immediately suspend its payment obligation under this Grant Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the RECIPIENT during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.
- 17. Fund Use Prohibited-Suspended/Debarred Vendor:** RECIPIENT will not utilize any funds received pursuant to this Grant Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a STATE contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent RECIPIENT from utilizing these funds to pay any party who might be disqualified or debarred after the RECIPIENT's contract award on this Project. The STATE Suspended/Debarred Vendor list can be found at: [Suspended/Debarred Vendors / Minnesota Office of State Procurement \(mn.gov\)](#)
- 18. Certification:** By signing this Grant Agreement, the RECIPIENT certifies that it is not suspended or debarred from receiving federal or state awards.
- 19. Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

**IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.**

**1. RECIPIENT**

RECIPIENT certifies that the appropriate person(s) have executed the agreement on behalf of RECIPIENT required by applicable articles, bylaws, resolutions, or ordinances.

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

Title: [title]

Date: \_\_\_\_\_

**AND**

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

Title: [title]

Date: \_\_\_\_\_

**2. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15.*

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

P.O. No. \_\_\_\_\_

**4. OFFICE of CONTRACT MANAGEMENT**

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

Title: Contract Administrator

Date: \_\_\_\_\_

**3. DEPARTMENT of TRANSPORTATION**

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

Title: Office or Program Director, Office of Transit and Active Transportation

Date: \_\_\_\_\_

# Southeast Minnesota Regional Transportation Management Organization Study Work Plan

The City of Chatfield in partnership with SE MN Together Transit Action Team plans to develop a comprehensive assessment and financial plan for a Transportation Management Organization (TMO) developed through engagement with stakeholders across the region. With the 2023 legislative special appropriation, the City of Chatfield intends to hire a consultant to build on the MnDOT- and DHS-funded planning work completed in 2018-2019.

The goals of this consultant led TMO development effort are to:

- **Build** on and advance the region’s successful transit systems, services, and facilities.
- **Modify** the 2018-2019 RTCC implementation plan to reflect a TMO approach.
- **Engage** with leaders throughout the 11-county area to affirm the TMO approach meets regional needs and priorities. The goal is to include major employers, post-secondary commuter-based education, healthcare insurers and providers, disability service providers, transit users, transportation providers, and elected officials.
- **Identify** barriers, gaps, redundancies and efficiencies in the regional transit and ridesharing services.
- **Deliver**, if findings of the study support a TMO, a detailed financial plan for a three-year start-up implementation phase, including specific public and private funding sources.

## **Southeast Minnesota Needs More Affordable Workforce and Mobility Transportation**

A tight labor market, increasing scarcity of workers, and the cost of transportation for in-person workers are the most significant barriers to future economic growth in Southeast Minnesota. Southeast Minnesota economy relies heavily on an “in-region” labor force, with 80.5% of those employed in Southeast Minnesota also living in the region.

However, the family cost of living in the Southeast is the fourth highest of the 13 economic development regions in the state. Transportation costs, the third highest monthly cost families, representing 18% of their total monthly costs, are above average compared to the overall state average – meaning a greater share of Southeast Minnesota family costs of living is going toward transportation expenses.

This transportation cost burden most significantly impacts the workforce in Southeast Minnesota industry sectors with the highest projected job growth between 2020 and 2030 – *Accommodation & Food Service, Arts & Entertainment, and Other Services* – for which DEED data forecasts double-digit growth and have the lowest average annual wage in the region.

In addition to the workforce, transportation barriers and access affect the quality of life for a variety of Southeast Minnesota residents. Fully 6% of residents have zero automobile access. Seniors, which are the most rapidly growing population for many counties, already make up 15% of the region's population. Over 40% of the seniors have poverty-level incomes. People with disabilities make up over 10% of the region's population. Many of these residents have special needs and rely on mobility services being available. For these populations, access to health care and community services is critical for their well-being, health, and quality of life.

While there are 5 transit providers in the region, the existing transit providers are not coordinated, services are limited, and the demand for mobility services is not met. There are, however, strengths and assets that the transit providers have established that can be enhanced and their baseline of cooperation can be augmented.

Southeast Minnesota wants to explore, identify, and accelerate implementation of existing best practices that deliver more cost-effective approaches to workforce transportation throughout the 11-county area. To that end, the following work plan is provided.

## Tasks

### 1. Hire a Consultant

- 1.1. Develop and distribute an RFQ/RFP
- 1.2. Respondents will be asked to respond with a detailed work plan to address the remainder of the tasks
- 1.3. Evaluate Responses
- 1.4. Contract with Selected Consultant

#### *Task 1 Deliverables*

- Qualified Consultant to perform the remainder of the work plan tasks in cooperation with SE MN Together Transit Action Team, Steering Committee and City of Chatfield.

### 2. Project Management

- 2.1. The Consultant will manage the project and be responsible to:
  - 2.1.1. develop and maintain the project schedule to complete the project within the contracted timeframe;
  - 2.1.2. compile and provide technical analysis of existing studies and data;
  - 2.1.3. organize, host, facilitate and document all meetings;
  - 2.1.4. will provide a communication plan and materials;
  - 2.1.5. will provide timely status reports;
  - 2.1.6. will provide project data and copies of important correspondence and communications;
  - 2.1.7. prepare and submit monthly invoices with up-to-date status reports

### 3. Develop a Steering Committee

- 3.1. The Consultant with the assistance of the SE MN Together Transit Action Team will develop a Steering Committee with members representative of stakeholder groups including, but not limited to, transit providers, higher education, business leaders, workforce development entities, MnDOT, SE MN Together, and elected officials.
- 3.2. The Consultant will develop a Steering Committee meeting schedule and plan

#### *Task 3 Deliverables*

- Steering Committee representative of stakeholders within the region.

### 4. Stakeholder Engagement and Communication

- 4.1. The Consultant shall develop and implement an outreach and engagement program/plan that communicates across communities, stakeholder groups, transit users and potential transit users.
  - 4.1.1. Engagement results, summaries and feedback will be provided and used to modify the plan if necessary.
- 4.2. The Consultant shall develop communication materials consistent with the plan to educate, inform, and engage.

#### *Task 4 Deliverables*

- Outreach and engagement plan
- Communication materials
- Engagement results and summaries

### 5. Data Gathering, Synthesis and Analysis

- 5.1. The Consultant will coordinate with MnDOT, other agencies, and other entities to gather, compile, synthesize, and analyze the results, findings and data from studies completed in southeast Minnesota since 2015.
- 5.2. The Consultant will gather, compile, synthesize and analyze additional data to determine present and future travel patterns, especially as a result of covid, an aging population, and changes in workforce commuting patterns.
- 5.3. The Consultant will identify needs, gaps, and trends in consultation with existing service providers both public and private.

#### *Task 5 Deliverables*

- Summary document including technical analysis of available data.

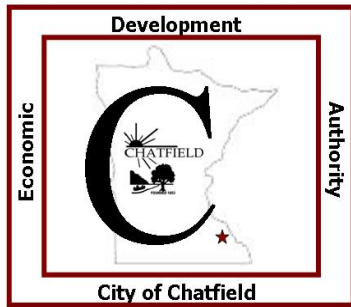
### 6. Study Findings and Recommendations

- 6.1. The Consultant will provide study findings in a final document outlining the feasibility of a TMO and next steps including a financial plan with resources identified.

### *Task 6 Deliverables*

- Final study document with findings and recommendations.
- A plan for short, intermediate and long-term actions.
- A financial plan for each recommended action.





Chatfield Economic Development Authority  
Thurber Community Center - Chatfield Municipal Building  
21 Second Street SE  
Chatfield, MN 55923  
Voice 507.867.1523 Fax 507.867.9093  
[www.ci.chatfield.mn.us](http://www.ci.chatfield.mn.us)

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December 11, 2023

MEMO

To: City Council  
From: Chris Giesen, EDA Coordinator  
RE: New Home Construction Rebate Program

### **Background**

Over the past several months the EDA has examined and discussed housing in Chatfield, and ways in which to support additional development. Population growth, inventory/options of homes, tax base growth, additional utility users, and new consumers for local businesses were all discussion points highlighting the importance of having continual home construction.

Historically, Chatfield has seen about 12-13 new homes built each year, an average going back to the 1970s. During that timeframe, only one of those years (during the Great Recession) saw no new homes constructed. In 2022 there were two homes constructed. So far in 2023, there have been four. The EDA would like to see much higher home construction activity in the future.

While national economics plays a large role in our local housing market, in order to continue to see growth, potentially maximize local benefits like the Hilltop tax abatement district, and to try something new the EDA began discussing how to incent new home construction. In particular, how to incent new home construction but structure the assistance so that we can ensure the assistance given reduces the cost of the project and benefits the home buyer, as opposed to a developer.

### **Proposed Program**

To that end, the EDA came up with the attached outline for a new home construction rebate program, as a pilot program to test its effectiveness. In general the program would:

- Provide a \$10,000 cash rebate to the first six buyers of newly constructed homes in 2024.
- Rebates would be approved on a first come, first served basis with the goal of building at least 6 new homes in 2024.
- Rebates would be paid directly to the closing agent to be applied to the purchase of the property.
- No restrictions on where an eligible home could be built (provided zoning is followed).
- No income limits for home buyers.
- Eligible homes must be on a permanent foundation and be at least 1,008 square feet in size.

Funding for this program is proposed to come from the excess proceeds of lot sales in the Enterprise Drive fund.

### **Action Requested**

The Economic Development Authority recommends approval to create and implement this pilot program.

## **Chatfield Economic Development Authority**

### **New Home Construction Rebate Pilot Program – Guidelines**

With new home construction slowing because of national economic conditions, the goal of this program is to build six new homes in 2024. Additional program goals include the creation of new home inventory throughout the city, grow the city's population and tax base, and direct the financial benefit to homebuyers.

#### **Program Overview:**

1. Six (6) cash rebates of \$10,000 each will be made available to the first six qualified and approved new homes constructed within the City of Chatfield.
2. Rebates will be paid directly to the home buyer, via their closing agent, at the closing of the real estate purchase transaction.
3. Rebate is only paid to the homebuyer. Development of spec homes is encouraged, but applications will only be accepted and rebates will only be paid to homebuyers purchasing the new home for purposes of residence.
4. Homes must be at least 1,008 square feet in size, or larger, and must be on a permanent foundation.
5. All homes must meet city zoning, permitting, and other local regulations.
6. New homes must receive a certificate of occupancy from the city building inspector.
7. Approved applicants must work with city staff to coordinate rebate payment in a timely manner.
8. Applications will be reviewed on a first come, first served basis. A purchase agreement must be in place prior to program application. Incomplete applications will not be accepted.
9. Applications will be accepted from January 1, 2024 through December 31, 2024.
10. Approved rebates must be claimed within 12 months of approval or the rebate will be cancelled and no longer be available.
11. City council may end this program early at any time, at their discretion.

#### **Application Process:**

1. Homebuyer obtains application from city staff once a purchase agreement is in place.
2. Homebuyer completes application and returns to city staff for review.
3. City staff reviews application and works with applicant to resolve any questions. If city staff deems the application complete and in good order, city staff will request approval from the EDA loan committee.
4. EDA loan committee will review the application and staff recommendation, making the final determination on approval. The loan committee's determination is final.
5. City staff will inform applicant of approval determination.
6. If approved, city staff will coordinate with the applicant to ensure rebate payment is appropriately distributed to the closing agent by the scheduled closing date.

## FY2024 AFG Grant Memorandum of Understanding

WHEREAS The City of Rochester, Minnesota Fire Department (Known hereafter as "RFD"), Byron Fire Department (Known hereafter as "BFD"), Chatfield City Fire Department (Known hereafter as "CCFD"), Dover Fire Department (Known hereafter as "DFD"), Eyota Fire Department (Known hereafter as "EFD"), Hayfield Fire Department (Known hereafter as "HFD"), Oronoco Fire Department (Known hereafter as "OFD"), Pine Island Fire Department (Known hereafter as "PIFD"), Rochester International Airport Fire Department (Known hereafter as "RIAFD"), and Stewartville Fire Department (Known hereafter as "SFD"), have come together to collaborate and to make an application for Assistance to Firefighters Grant; and

WHEREAS the partners listed above have agreed to enter into a collaborative agreement in which RFD will be the lead agency and named applicant and the other agencies will be partners in this application; and

WHEREAS the partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaborative; and

WHEREAS the application prepared and approved by the collaborative through its partners is to be submitted to the Federal Emergency Management Agency (FEMA.)

### **I) Description of Partner Agencies**

- A) RFD, BFD, CCFD, DFD, EFD, HFD, OFD, PIFD, RIAFD, and SFD represent the entirety of the official local fire protection agencies for their respective areas. Each entity is in good standing with regards to laws and statutes that govern fire departments in respect to this agreement at the time of the signing of this MOU.

### **II) Development of Application**

- A) Throughout the application process it has been known by all partners that RFD will be the "Host" agency, meaning all matters regarding the grant writing process would be handled by RFD staff. Staff of BFD, CCFD, DFD, EFD, HFD, OFD, PIFD, RIAFD, and SFD shall provide RFD with all needed information for the application process including, but not limited to, budgets, personnel rosters, and equipment lists.

### **III) Roles and Responsibilities**

- A) NOW, THEREFORE, it is hereby agreed by and between the partners as follows: Each partner in this agreement will provide all needed information pertaining to the grant in a timely manner as set by RFD staff. Any delay, and/or neglect in providing this information may subsequently result in this MOU being deemed null and void at the option of signors.
- B) Each partner shall provide true and accurate information based upon real data regarding their respective agencies.
- C) Should the grant be successful, each partner will be responsible for payment of matching funds up to 10% of the total funds allocated to each individual department and all partners

agree that matching funds will be calculated based upon actual equipment mutually agreed upon and received by each agency. All partners will collaborate to calculate what the percentage of total funds each agency will receive. All partners receiving grant funded equipment agree to pay for their proportionate matching funds up to 10% upon receipt of equipment.

- D) Should any partner refuse to pay their matching fees as calculated by the above listed method, that partner/ partners will be responsible for all action taken against the other partners in this MOU from any outside agency regarding this grant. Said partner refusing to pay shall be responsible to reimburse the remaining partners for any penalties and/or legal fees associated with this grant process.
- E) If this grant is successful, all partners will provide the needed documentation and information in order to "close-out" the grant in accordance with all rules and regulations set forth by FEMA. If RFD (the host agency) is unable to conduct all required FEMA reporting, the City of Stewartville shall be the party responsible for completing such reporting.
- F) All agencies are responsible for abiding by any rules and regulations regarding grant-funded equipment as set forth by FEMA.
- G) All equipment (SCBAs, RIT Packs, and any other associated equipment such as compressors and TICs if applicable) will be inventoried and issued to each agency by the host agency in a timely manner once received and inspected. Each partner is responsible for inspection and self- inventory of their equipment prior to taking delivery. Each partner shall be responsible for retrieving their equipment from the host agency once it is notified as ready for pickup no later than 10 business days. (Exception being equipment delivered on site to any partner in this agreement)
- H) Maintenance and repair of SCBAs and all other equipment received through the grant will be the responsibility of the agency in possession of said SCBAs and/or other equipment.

#### **IV) Timeline**

- A) The roles and responsibilities described above are contingent on RFD receiving funds requested for the project described in the grant application. Responsibilities under this Memorandum of Understanding would coincide with the grant period and follow up period.
- B) The deadline for all requested information shall be December 1, 2023, at 5pm. Failure by an agency to comply with this deadline may result in this MOU becoming null and void at the option of the signors.

#### **V) Estimated grant-eligible costs**

- A) The table below includes estimated grant-eligible costs and grant match amounts. These amounts may differ from an actual AFG award. Partners will use these amounts to inform their requests for matching funds from their municipality or agency.
- B) A post-award amendment will be made to this MOU after an award decision has been communicated by FEMA, including revised request and assistance amounts for each partner.

Department	Grant Request	Federal Funding Assistance	Local Cost Share
Byron FD	\$225,150.62	\$204,682.38	\$20,468.24
Chatfield FD	\$145,664.06	\$132,421.87	\$13,242.19
Dover FD	\$110,371.60	\$100,337.82	\$10,033.78
Eyota FD	\$166,022.22	\$150,929.29	\$15,092.93
Hayfield FD	\$180,697.50	\$164,270.46	\$16,427.05
Kenyon FD	\$134,941.50	\$122,674.09	\$12,267.41
Oronoco FD	\$248,048.92	\$225,499.02	\$22,549.90
Pine Island FD	\$258,333.00	\$234,848.18	\$23,484.82
Rochester FD	\$940,877.00	\$855,342.73	\$85,534.27
Rochester Int. Airport FD	\$58,602.10	\$53,274.64	\$5,327.46
Stewartville FD	\$311,977.40	\$283,615.82	\$28,361.58
<b>Totals:</b>	<b>\$2,780,685.92</b>	<b>\$2,527,896.29</b>	<b>\$252,789.63</b>

**VI) Grant close-out responsibilities**

- A) All agencies/partners shall be required to report NFIRS data to FEMA for a period of not less than 3 years following the award of grant monies as required by FEMA.
- B) All agencies/partners shall provide all requested information and documentation to RFD in a timely manner for FEMA grant close-out requirements.

**VII) Commitment to Partnership**

- A) The collaboration service area includes the City of Rochester, City of Byron, City of Chatfield, City of Dover, City of Eyota, City of Hayfield, City of Oronoco, City of Pine Island, Rochester International Airport, and City of Stewartville.
- B) We, the undersigned have read and agree with this MOU. Further, we have reviewed the proposed project and approve it.

**City of Rochester – EIN: 41-6005494**

\_\_\_\_\_  
Mayor Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest: City Clerk Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Airport Executive Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**City of Byron – EIN: 41-6008945**

\_\_\_\_\_  
Mayor Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**City of Chatfield – EIN: 41-6005045**

\_\_\_\_\_  
City Administrator Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**City of Dover – EIN: 41-1261130**

\_\_\_\_\_  
Mayor Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**City of Eyota – EIN: 41-6005144**

\_\_\_\_\_  
Mayor Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Eyota Township President

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**City of Hayfield – EIN: 41-6080042, 41-6005223 (city)**

\_\_\_\_\_  
Mayor Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**City of Kenyon – EIN: 41-6005279**

\_\_\_\_\_  
Mayor Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**City of Oronoco – EIN: 41-0944643**

\_\_\_\_\_  
Mayor Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**City of Pine Island – EIN: 41-6005457**

\_\_\_\_\_  
Mayor Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**City of Stewartville – EIN: 41-6005563**

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





## City of Chatfield

### Resolution 2023-24

#### **Resolution Authorizing the Acceptance of a FY 2023/2024 Federal Emergency Management Agency Assistance to Firefighters Grant**

**WHEREAS**, Rochester Fire Department, Rochester International Airport Fire Department, Byron Fire Department, Chatfield City Fire Department, Dover Fire Department, Eyota Fire Department, Hayfield Fire Department, Oronoco Fire Department, Pine Island Fire Department, and Stewartville Fire Department, representing all active fire departments in Olmsted County and those departments that serve areas adjacent to Olmsted County, have come together to collaborate and to make an application for Assistance to Firefighters Grant; and

**WHEREAS**, the City of Chatfield wishes to accept a Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG), if the application is successful, in the amount not to exceed \$145,664.06, with a City match requirement not to exceed \$13,242.19; and

**WHEREAS**, the acceptance of this grant will cover the cost of advanced lifesaving equipment for all sworn fire personnel; and

**WHEREAS**, Council recognizes that should the application be successful, Rochester Fire Department and City of Rochester shall be the lead grantee and responsible for coordinating committed matching funds from partner agencies.

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Chatfield that the Council intends to approve a Fiscal Year 2024/2025 Federal Emergency Management Agency (FEMA) Assistance to Firefighters (AFG) grant, should the application be successful, in an amount not to exceed \$145,664.06 for the Chatfield Fire Department / City of Chatfield and a total amount not to exceed \$2,780,685.92 for all partner agencies to this grant.

**BE IT FURTHER RESOLVED** that the expenditure of the local 10% cash match, for Chatfield Fire Department, in an amount not to exceed \$13,242.19, as required by the AFG program, is hereby approved.

**BE IT FURTHER RESOLVED** that this resolution intends to approve on behalf of a future Council in the Assistance to Firefighters Grant application is successful.

Approved this 11<sup>th</sup> day of December, 2023.

## Michele Peterson

---

**From:** Lucas Thieke <lucasthieke@gmail.com>  
**Sent:** Monday, November 20, 2023 9:36 AM  
**To:** Michele Peterson  
**Subject:** state money ideas  
**Attachments:** CHATFIELD FIRE GRASS RIG.xls

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

Is this something you think makes sense for what we are trying to do with money. Let me know what you think  
Luke

I propose the fire department uses our state aid for two items, first item is our SCBA packs, second is our grass rig. Let's assume Rochester Fire gets the grant for the SCBA then we will owe 10% of the total equipment cost for our SCBA which looks like \$20,000.00.  
The second item is our grass rig, we have thought of the idea of adding a remote forestry nozzle to the front bumper like our brush truck has. The brush truck has made fighting grass fires much safer for our firefighters by not having to suck in as much smoke and not being exposed to fire. This would make our grass rig a much more effective tool. I've attached an estimate on grass rig additions. Roughly \$20,000.00.

Both items are already in our capital goods plan so we are not adding any new items to think about in the future.  
Thanks  
Luke Thieke



To: City Council  
 cc: Michele Peterson  
 From: Kay Wangen | kwangen@ci.chatfield.mn.us | 507-867-1514  
 Subj: Annual Finance Policy Review for 2024  
 Date: December 11, 2023

The attached policies were reviewed by the Personnel Budget Committee 11/13/2023, and recommended for review by Council 12/11.

*Background:*

To: Personnel Budget Committee  
 cc: Michele Peterson  
 From: Kay Wangen | kwangen@ci.chatfield.mn.us | 507-867-1514  
 Subj: Annual Finance Policy Review 2023 11 for 2024  
 Date: November 13, 2023

In 2022 it was determined that the Finance Policies would be reviewed yearly to build awareness of our fiscal responsibilities and implement the recommended practice of keeping finance policies current.

Because of the large amount of information to review, the following steps allow time between distributing and discussing the material ;

- Policies reviewed & distributed to Personnel Budget Committee by October (JY emailed 08/14/2023)
- Personnel Budget Committee provides review feedback in November
- Modifications made & policies distributed to City Council in December
- Policies included in consent agenda at annual meeting (first meeting in January)

The 2023 review by Finance has been completed. Text highlighted in yellow indicates a recommended update. Text with strikethrough indicates text recommended to be removed.

For Tracking Purposes following is a bit of history & a summary of recommended updates for the current year;

Policy / Procedure	Orig Adopted	2021 / 2022	Jan-23	Recommendations for 2024
Budget Policy	Sep 2008	Full Rewrite Aug 2021	Reformatted Jan 2023	Cosmetic change 2024 Budget Goals Clerk Administrator title
Capital Outlay   Improvement Plan w/Capitalization & Sale of Merchandise	Sep 2008	Full Rewrite Oct 2021	Incldd Cptltn Plcy Incrsd Thrshld \$5,000 / 5 Yr Jan 2023	No Change
Debt Management Policy	Sep 2008	Full Rewrite Oct 2021	Reformatted Jan 2023	No Change
Fund Balance Policy	Sep 2008	Full Rewrite May 2022	Reformatted Jan 2023	City Administrator title
Investment Management	Sep 2008	Full Rewrite Jul 2022	Reformatted Jan 2023	Time Deposit Update to reflect updated 2023 Statute Language - Performance standard language updated to state during stable economic times
Accounting Procedures & Internal Controls		Aug 2022	Incldd Credit Cards Jan 2023	City Clerk / Administrator updates. State Auditor language added regading EFT in expense mgmt. Minor corrections to reflect current practices

## PURPOSE

To provide a stable financial environment for the City of Chatfield's operations that allows the City to provide quality services to its residents in a fiscally responsible manner designed to keep services and taxes as consistent as possible over time. This annual budget policy is meant to serve as the framework upon which consistent operations may be built and sustained.

The primary goals in preparing the City's Operating and Capital Budgets are.

1. Maintain a steady, predictable, local tax rate. ~~with a long-term goal of reducing the tax rate over time.~~
2. To maintain the City's debt per capita at \$3,500 or lower.
3. Maintain positive reserves in the City's enterprise funds (sewer, water and garbage).
4. Develop a budget based on specified needs and goals.
5. Develop work plans based on specific outcomes in an effort to develop result-based budgets.
6. Maintain public safety and public works programming that reasonably assures the public of their personal safety, convenience, and maintenance of property value.
7. Develop and maintain technology, communication, and administrative services that allow all interested parties to be well informed, while protecting the City's critical data and operating systems.

## OPERATING BUDGET POLICIES

**Scope** - It is the City's policy to budget for all governmental and enterprise funds. The City considers our operating budget to consist solely of the General Fund. The City is required to report levy and expenditure amounts for our Debt Service Fund for Truth-in-Taxation (TNT) purposes, but these levies and expenditures are usually related to capital spending decisions and are therefore excluded from the operating budget policy.

**Accounting** - The General Fund uses the modified accrual basis of accounting for budgeting and reporting purposes. Revenues are recognized when they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the city considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgements, are recorded only when payment is due.

**Stakeholder Input.** The annual budget process is intended to weigh all competing requests for City resources within expected fiscal constraints. Requests for new programs made outside the annual budget process are discouraged. The City will provide ample time and opportunity for public input into its budget process every year, including the use of the required TNT (truth in taxation) hearing.

**Balanced Budget Adoption** - The operating budget (General Fund) for the City will be balanced. The City will not use internal or external short-term borrowing, asset sales, or one-time accounting changes to

balance the General Fund budget. The balanced budget will include a reasonable annual appropriation for contingencies.

**Budgetary Controls** – The level of budgetary control is at the department level within the General Fund even though budgetary data is presented at lower levels (e.g. Operating Supplies, Small Tools & Minor Equipment, Other Professional Services, and Capital Outlay). Expenditures should not exceed budget appropriations for the department unless offset by increases in revenues or unless the purchase was made in accordance with the City’s Equipment Replacement / Capital Improvement Plan. All unencumbered appropriations lapse at year-end.

The City Clerk **Administrator** may approve budgetary transfers. The City Council may approve supplemental purchases.

**Monitoring** - Department heads are responsible for administration of their respective department budgets. Such responsibility includes reviewing monthly financial reports to detect errors and assess progress, staying within budget authorization, and submitting requests for budget adjustments, when required.

## REVENUE POLICIES

**Policies** - The City will endeavor to maintain a diversified and stable revenue system to shelter programs and services from short-term fluctuations in any single revenue source.

**Property Taxes** - It is beneficial for residents and for the City to keep tax rates competitive and consistent from year to year. The City will strive to proactively avoid large increases in the tax rate.

**Fees and Charges** - The City will consider policy objectives and market rates when setting fees.

**Investment Income** - The City will reasonably budget for investment revenue in our operating budget based on the conservative investment strategy outlined in our investment policy (under separate cover).

*Adopted by City Council September 08, 2008*

*Revisions Adopted by City Council August 23, 2021*

*Adopted | Annual Review: January 9, 2023*

*Adopted | Annual Review January 8, 2024*

## PURPOSE

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

There are four components to the City's Capital Outlay Plan.

- Departmental Capital Goods / Equipment Replacement Schedules
- Capital Improvement Plan (CIP)
- Capitalization
- Sale of Merchandise

## DEPARTMENTAL CAPITAL GOODS / EQUIPMENT REPLACEMENT SCHEDULES –

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

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

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

## CAPITAL IMPROVEMENT PLAN (CIP) –

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

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

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

## CAPITALIZATION POLICY

### CAPITALIZATION POLICY PURPOSE

To provide uniform criteria for identifying City expenditures for capitalization, and for the proper asset classification of capital expenditures, including guidelines for the determination of the economic useful lives of assets.

### CAPITALIZATION POLICY

#### A. SUMMARY OF GENERAL POLICY

1. It is the general policy of the City of Chatfield to identify an expenditure as a capital asset if it meets the following requirements:
  - a. Is City owned
  - b. Costs **\$5,000** or more
  - c. Has an economic useful life greater than **five** years
2. Expenditures on existing assets may be capitalized if the asset's productive capacity is significantly improved or the useful life of the asset is extended by one year or more. Replacement will be capitalized if they meet the three criteria listed above.
3. Capital items in most cases are new or replacement purchases that have been planned for as part of the Capital Goods Replacement Plan. Expense items are generally those which are used up in a short time (less than one year) or are expenditures which maintain an existing asset in good condition, but do not improve it from its original condition.
4. Lower-value (cost below \$5,000) tools and equipment are expensed to reduce the bookkeeping costs of tracking and depreciating them but should be inventoried and tracked if over \$1,000.

#### B. DEFINITIONS AND POLICY INTERPRETATION

1. Asset Expenditure:
  - a. Assets may be land, buildings, equipment, roadways, physical goods of various kinds, computer software, certain intangible long-lived benefits such as easements, and in certain instances, the cost of demolition, relocation, or renovation of assets. Expenditures for such goods, services

and benefits may qualify as capital expenditures. The “cost” of the asset includes purchase price (including shipping costs), construction costs (including labor, material and overhead used in construction; and reports, studies, plans, consulting, and architectural fees, etc., required in the construction process), capitalized interest (the cost of financing the asset), and in limited, defined instances; (a) the cost of outside legal costs, and (b) qualifying environmental cleanup and mitigation expenditures. Note: Warranty costs and maintenance agreements are not capital expenditures; they are operating costs and must be expensed.

b. A combined or unitary concept will be used in identifying newly purchased or newly constructed assets, and a separable concept when replacing, renovating, or improving major components of existing assets. Example: A newly constructed building is identified as a unitary asset, even though it is composed of major subcomponents. If the HVAC system of an old building is replaced, the new HVAC system is identified as a separable new component with its own estimated useful life. Major components of City assets may be considered separable and subject to separate asset identification, (i.e., an HVAC system, a truck engine, a crane cab, or a building roof). In these cases, either the separable asset may be given; (a) its own new life; (b) the remaining life of the existing asset; or (c) the life of the major asset may be extended, depending on the facts in each case. In other more restricted cases, integral, non-separable elements are considered maintenance expense of the major asset. Example: when bridge pilons are repaired or replaced such expenditures are considered maintenance expense for the bridge and are not capitalized.

c. For purchases, it is policy to identify an expenditure as a unitary “system” whenever the components, taken together, may reasonably be understood to work as a single unit. For example, if a purchase is made for a computer, monitor, keyboard, and software, it is understood that this is a purchase of a computer “system”. If these components, purchased together, cost \$5,000 or more (including shipping costs), then the expenditure is considered a single purchase of a computer system and is capitalized as a unit. (Note: Warranty costs and maintenance agreements may not be Capital Expenditures and must be excluded from the calculation which determines asset cost.)

d. For purchases in volume of capital items with unit value less than \$5,000 and if the aggregate total of the item exceeds \$5,000, then the group of items may be capitalized providing that the two other tests for capitalization are met (i.e., they must be City-owned and have a useful



life of more than 5 years). For example, if one filing cabinet is purchased for \$500, the item will be expensed; but if ten \$500 cabinets are purchased together, they may be capitalized since the aggregate cost is \$5,000. This policy is subject to further interpretation depending on the facts in each case. For example, the purchase of one hundred \$50 wastebaskets would not be considered a capital purchase. In most situations, it is the intention of this policy to capitalize aggregate purchases (\$5,000 or greater) of furniture, fixtures, and equipment (including computer software) where unit values are at least in the range of \$500 to \$1,000. Items valued at less than \$500 are generally treated as consumable supplies and expensed even though their useful lives may exceed one year. The reason for this policy is to reduce the bookkeeping and tracking expense for lower valued capital expenditures. The Clerk's department will decode policy in those cases where differences of interpretation are otherwise unresolved.

Individual assets that cost less than \$5,000, but that operate as part of a network, or are part of a kit or collection, will be capitalized in the aggregate, using the group method, if the estimated average useful life is more than five years. The following networks / kits / collections exist within the city

- The telephone system, with an estimated useful life of 10 years.

## 2. Depreciation

Assets lose value over time; this loss of value is depreciation cost. The principal objective in accounting for depreciation is to charge each accounting period for the estimated loss in value of the depreciable assets incurred during that period.

The City of Chatfield will utilize the straight-line method of depreciation for all assets. Salvage value will not be utilized. Assets will be fully depreciated and carried on the books at \$0.00 value when the book life of the asset has been reached.

## 3. Economic Useful Life

- a. "Economic useful life" is generally construed to mean the period (years) during which the asset is providing benefit to the city. The "physical life" of an asset is the period (years) in which the asset can perform as originally designed, built and maintained. The economic useful life of an asset may be the same as the physical life, or it may be shorter.

- b. It is general policy to the City to assign asset lives based on an estimate of the period of productive benefit to the City; that is the economic useful life of the asset.
4. Improvement: General Improvements & Public Improvements
- a. Improvement.  
Improvement is a common term used to describe the construction or purchase of a new asset or the betterment of existing facilities or assets. For example, all qualifying expenditures are incorporated into the city “Capital Improvement Program” (CIP. The term “improvement” in a more restricted sense means:
    - (i) The substitution of a better asset for one currently in use
    - (ii) The expansion of an existing facility to accommodate increased volumes
    - (iii) The modification of an existing asset to meet a new or changed use (one note intended by its original design).
  - b. General Improvements  
Expenditures for an improvement are capital expenditures and may be given a separable asset life, or an asset life corresponding to the remaining life of the existing asset; or the existing life may be extended (minimum extension of three years).
  - c. Public Improvements  
“Public Improvements” means improvement to assets used by the public: for example, roads, parking lots, sidewalks, parks, etc.  
  
In the case of streets and roads – if the work done impacts the “base” structure the improvement should be capitalized. i.e., sealcoating is considered maintenance – an overlay is considered capital.

5. Asset Classes & Estimated Useful Lives –

Classes of Assets	Threshold	Useful Life
<b>Buildings / Structures</b> <ul style="list-style-type: none"> <li>Seasonal / Shelters – 20 years</li> <li>Sewer Treatment Plant – 25 years</li> <li>Buildings – 40 years</li> </ul>	\$5,000	10 – 40 yrs.
<b>Building Improvements</b> <ul style="list-style-type: none"> <li>HVAC Systems – 20 years</li> <li>Roofing – 20 years</li> <li>Carpet Replacement – 10 years</li> <li>Electrical / Plumbing – 30 years</li> </ul>	\$5,000	5 – 30 yrs.
<b>Equipment / Machinery</b> <ul style="list-style-type: none"> <li>Fire Department Air Bottles 10 years</li> <li>Pick Ups – 7 years</li> <li>Plows – 15 years</li> <li>Dump Trucks – 11 years</li> <li>Mowers &amp; Tractors – 10 years</li> <li>Playground Equipment, Scoreboards, bleachers, radio towers, lights, fishing dock – 20 years</li> <li>EMS Training Equipment – 10 years</li> <li>Telephone System – 10 years</li> </ul>	\$5,000	5 – 20 yrs
<b>Furniture &amp; Fixtures</b> <ul style="list-style-type: none"> <li>Desks, tables, chairs – 15 years</li> </ul>	\$5,000	5 – 12 yrs
<b>Infrastructure</b> <ul style="list-style-type: none"> <li>Drainage Sys.- Catch basins &amp; storm pipe – 40 years</li> <li>Water Dist. System – Pipes – 40 years</li> <li>Sewage Collection Sys.– Manholes &amp; Pipes – 40 yrs.</li> <li>Wells &amp; Storage Syst. – 40 years</li> <li>Lift Stations – 25 years</li> <li>Streets - New (bituminous) 40 years Over lay (bituminous) 20 years</li> <li>Sidewalk – 20 years</li> <li>Lights – 20 years</li> <li>Curb &amp; Gutter – 40 years</li> </ul>	\$5,000	20 – 40yrs
<b>Vehicles</b> <ul style="list-style-type: none"> <li>Ambulances – 10 years</li> <li>Cars / Light Trucks – 7 years</li> <li>Fire Trucks – 20 years</li> </ul>	\$5,000	5 – 10 years

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All fixed assets with a useful life of more than one year and an original value between \$1,000 and \$5,000 will be recorded and inventoried but will not be capitalized and depreciated. These records will be compiled and maintained by the individual departments. The Clerks department will track capitalized assets only.

## SALE AND DISPOSAL OF CITY EQUIPMENT / GOODS

### SALE AND DISPOSAL POLICY PURPOSE

This policy is intended to streamline the process of disposing of equipment and tangible goods that are no longer needed by the City of Chatfield. Unless otherwise directed by the City Council, all equipment and goods that are owned by the city but no longer needed, with the exception of land and buildings, are to be sold via a standard process.

### PROCESS STEPS

1. On a routine basis, the city will make it known that standard procedure for disposing of equipment and goods includes the advertisement of these items on [publicsurplus.com](http://publicsurplus.com).
2. A notice will be placed in the City's official newspaper, making residents aware that an item will be listed for sale and directing them to the public surplus website.
3. Each item will be posted on [publicsurplus.com](http://publicsurplus.com) for a minimum of ten business days.
4. The Department Head responsible for the decision to sell the equipment will report the matter to the appropriate City Council Committee either immediately prior to, or immediately after, the sale of the item sold.
5. All proceeds from the sale of these goods will be placed in the reserve fund for future capital purchases of the appropriate Department.

Department Heads will determine the need to dispose of the various pieces of equipment within their area of responsibility and will coordinate the sale of the items with the Office of the City Clerk. The Office of the City Clerk will have the primary responsibility to coordinate the sale of the goods, with the responsible Department Head being available to answer questions or show the item to interested parties.

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

*Capital Outlay Policy Adopted by City Council September 08, 2008*

*Capitalization Policy Adopted by City Council June 14, 2004*

*Capitalization Policy Revised by City Council November 1, 2007*

*Capital Outlay Policy Revisions Adopted by City Council October 25, 2021*

*Capital Outlay | Capitalization & Sale of Merchandise Policy Combined January 09, 2023*

*Capitalization Policy revised to remove collections March, 2023*

*Adopted | Annual Review January 8, 2024*

**Purpose** – To provide guidelines to the issuance of debt.

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

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

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

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

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

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

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

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

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

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

**Refunding** – Current refunding bonds may be utilized when the projected savings, after factoring in all costs, yields enough savings to warrant moving forward. Council will determine on a case-by-case basis if sufficient savings have been attained.

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

*Adopted by City Council September 08, 2008*

*Revisions Adopted by City Council October 25, 2021*

*Adopted | Annual Review: January 9, 2023*

**Adopted | Annual Review: January 8, 2024**

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## FUND BALANCE POLICIES

**Purpose** – To provide a stable financial environment for the City of Chatfield’s operations that allows the City to provide quality services to its residents in a fiscally responsible manner to keep services and taxes as consistent as possible over time. This fund balance policy is meant to serve as the framework upon which consistent operations may be built and sustained.

### Definitions & Policies

**Fund Balance** - Describes the difference between assets and liabilities in the governmental funds (general fund, special revenue funds, capital project funds, debt service funds and permanent funds). This policy covers the general funds and special revenue funds unreserved fund balances. In accordance with Government Accounting Standards Board 54, governmental fund balances are classified as follows:

- **NONSPENDABLE**  
**Definition** – The nonspendable fund balance consists of amounts that cannot be spent either because it is not in spendable form or because of legal or contractual restraints, such as prepaid items.  
**Policy** - At the end of each fiscal year, the City will report the portion of the fund balance that is not available for spending.
- **RESTRICTED**  
**Definition** - The amount is restricted by external creditors, grantors, contributors, laws, or regulations of other governments. (e.g., encumbrances for goods or services with outside parties-creditors, grantors outstanding at the end of the year, or restricted by state statutes or grant requirements placed on the use for specific purposes).  
**Policy** - At the end of each fiscal year, the City will maintain a restricted fund balance equal to the amounts required to accommodate; prepaid expenditures, encumbrances or funds restricted by enabling legislation.
- **COMMITTED**  
**Definition** - The fund balance amounts that are constrained for specific purposes that are internally imposed by the City Council through formal action and remain binding unless removed by the City Council by subsequent formal action. (for example, an ordinance or resolution passed by a city council).  
**Policy** - At the end of each fiscal year, the City will maintain a committed fund balance for long-term loan receivables such as advances to other funds or otherwise constrained for specific purposes by City Council.
- **ASSIGNED**  
**Definition** - The assigned fund balance includes fund balance amounts that are intended to be used for specific purposes that are neither considered restricted nor committed. The City Council, by majority vote, may assign fund balances to be used for specific purposes when appropriate. The council also delegates the power to assign fund balances to the city clerk **City Administrator**. This is the portion of the fund balance that reflects funds intended to be used by the government for specific purposes assigned by more informal operational plans (e.g. capital goods replacement - the constraint on use is not imposed by external parties or by formal council action). In governmental funds

other than the general fund (special revenue funds, capital project funds, debt service funds and permanent funds), assigned fund balance represents the amount that is not restricted or committed.

**Policy –**

**Capital Goods Replacement** - At the end of each fiscal year, the City will maintain an assigned fund balances for equipment replacement according to the City's Capital Improvement Plans. This includes funds; 801 for the general fund departments, 212 for the library, 221 for the fire department, 231 for the ambulance, 615 for CCTV as well as balances in 601 for the water department and 602 for the wastewater department.

**Special Revenue Funds Cash Flow** - At the end of each fiscal year, the City will maintain an assigned portion of the fund balance for cash flow in a range equal to 20 – 40% of the following year's budgeted revenues.

- **UNASSIGNED**

**Definition** – The unassigned fund balance is the residual classification for the positive fund balance within the General Fund which has not been classified within the above-mentioned categories as well as the negative fund balances in other governmental funds. This is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications and, therefore, not subject to any constraints. Unassigned amounts are available for any purpose. These are the current resources available for which there are no government self-imposed limitations or set spending plan. Although there is generally no set spending plan for the undesignated portion, there is a need to maintain a certain funding level. Undesignated fund balance is commonly used for emergency expenditures not previously considered. In addition, the resources classified as undesignated can be used to cover expenditures for revenues not yet received.

**Policy -**

**Cash Flow** - At the end of each fiscal year, the City will maintain an unassigned portion of the fund balance for cash flow in a range equal to 40 – 60% of the following year's budgeted tax revenue (Tax Levy, Local Government Aid & Market Value Credit). In addition to cash flow needs this accommodates compensated absence liability and emergency contingency concerns.

In the event that amounts designated for cash flow fall above or below the desired range, the City Clerk **Administrator** shall report such amounts to the City Council as soon as practical after the end of the fiscal year. Should the actual amount designated for Cash Flow fall below the desired range, the City shall create a plan to restore the appropriate levels. Should the actual amount designated for cash flow rise above the desired range, any excess funds will remain undesignated pending the Council's final decision concerning transfer to another fund. It is the policy of the City that, to the extent possible, such excess funds will be transferred to the Special Projects Fund.

*Adopted by City Council September 08, 2008*

*Revisions Adopted by City Council May 23, 2022*

*Adopted | Annual Review January 9, 2023*

*Adopted | Annual Review January 8, 2024*

## 1. POLICY

The investment program shall be operated in conformance with federal, state, and other legal requirements, including Minn. Stat. § 118A. It is the policy of the City to invest public funds in a manner which will provide the highest investment return with minimum risk while meeting the daily cash flow demands.

Investment income will be allocated annually to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

### *POLICY CONSIDERATIONS*

#### EXEMPTIONS

Any investment currently held that does not meet the guidelines of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy.

#### APPROVAL OF INVESTMENT POLICY

The investment policy shall be formally approved and adopted by the Chatfield City Council.

#### AMENDMENTS

This policy shall be reviewed on an annual basis at the Annual Meeting. Any changes must be approved by the Chatfield City Council.

## 2. SCOPE

This policy applies to the investment of all funds of the City of Chatfield and Chatfield Economic Development Authority (the "City") except those (if any) which are governed in another manner by specific reference in federal, state and/or local statutes. Proceeds from certain bond issues may be covered by a separate policy to conform to federal requirements.

All assets to which this policy applies are accounted for in the City's annual Financial Statements and include;

- General Fund (*Governmental Fund*)
- Special Revenue Funds (*Governmental Fund*)
- Debt Service Funds
- Capital Project Funds (*Governmental Fund*)
- Enterprise Funds (*Proprietary Fund*)
- Internal Service Funds (*Proprietary Fund*)
- Custodial Funds
- Any other newly created fund

The City will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration.



### 3. STANDARDS OF CARE

#### *PRUDENCE*

The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy. The "prudent person" standard states that, "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

#### *Ethics and Conflicts of Interest*

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio.

#### *DELEGATION OF AUTHORITY*

Authority to manage the investment program is granted to the City Clerk **Administrator**, hereinafter referred to as investment officer. Responsibility for the operation of the investment program is hereby delegated to the investment officer by the City Council, who shall act in accordance with established procedures and internal controls for the operation of the investment program consistent with this investment policy. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the investment officer.

### 4. INVESTMENT GENERAL OBJECTIVES

The primary objectives, in priority order, of investment activities shall be safety, liquidity, and return on investment:

#### *Safety*

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio, through diversification and maturity limitations for each pool of fund of investments. The objective will be to mitigate credit risk and interest rate risk.

#### *CREDIT RISK*

The City will minimize credit risk, which is the risk of loss due to the failure of the security issuer or backer, by:

- Limiting investments to the types of securities identified as authorized in section 5 of this investment policy
- Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisers with which the City will do business in accordance with those defined in Section 7 of this investment policy.
- Diversifying the investment portfolio so that the impact of price fluctuations from any one type of security or from any one individual issuer will be minimized in accordance with section 9 of this investment policy.

INTEREST RATE RISK

The City will minimize interest rate risk, which is the risk that the market value of securities in the portfolio will fall due to changes in market interest rates, by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
- Investing operating funds primarily in money market checking accounts, shorter-term securities, money market mutual funds, or similar investment pools and limiting the average maturity of the portfolio in accordance with this policy (see section 8).

*LIQUIDITY*

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. The portfolio will be structured so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist of some securities with active secondary or resale markets (dynamic liquidity). Alternatively, a portion of the portfolio may be placed in money market mutual funds or local government investment pools which offer same-day liquidity for short-term funds.

*Yield Return on Investment*

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall generally be held until maturity with the following exceptions:

- A security with declining credit may be sold early to minimize loss of principal.
- Liquidity needs of the portfolio require that the security be sold.

## 5. AUTHORIZED INVESTMENTS

*Investment Types*

Consistent with Minn. Stat. § 118A, the following investments will be permitted by this policy:

UNITED STATES SECURITIES (§ 118A.04 SUBD. 2)

Public funds may be invested in governmental bonds, notes, bills, mortgages (excluding high-risk mortgage-backed securities), and other securities, which are direct obligations or are guaranteed or insured issues of the United States, its agencies, its instrumentalities, or organizations created by an act of Congress.

MONEY MARKET FUNDS

Money market funds consisting of United States Treasury Obligations and/or Federal Agency Issues and/or repurchase agreements as long as it is rated AAA by two rating agencies.

STATE AND LOCAL SECURITIES (§ 118A.04 SUBD. 3):

- (1) any security which is a general obligation of any state or local government with taxing powers which is rated "A" or better by a national bond rating service;
- (2) any security which is a revenue obligation of any state or local government with taxing powers which is rated "AA" or better by a national bond rating service;
- (3) a general obligation of the Minnesota housing finance agency which is a moral obligation of the state of Minnesota and is rated "A" or better by a national bond rating agency.
- (4) any security which is an obligation of a school district with an original maturity not exceeding 13 months and rated in the highest category by a national bond rating service or enrolled in the credit enhancement program.

COMMERCIAL PAPERS (§ 118A.04 SUBD. 4):

Funds may be invested in commercial papers issued by United States corporations or their Canadian subsidiaries that is rated in the highest quality category by at least two nationally recognized rating agencies and matures in 270 days or less.

TIME DEPOSITS (§ 118A.04 SUBD. 5):

Time deposits (brokered) that are fully insured by the Federal Deposit Insurance Corporation, **the National Credit Union Administration**, or bankers acceptances of United States banks (excluding local time deposits that are fully collateralized as addressed in M.S. 118A.03.

FULLY COLLATERALIZED DEPOSITS

Certificates of deposit and other evidences of deposits at financial institutions that are fully collateralized as required by state statute.

## 6. SAFEKEEPING AND CUSTODY

### *Safekeeping*

Consistent with Minn. Stat. § 118A.06(a), Investments may be held in safekeeping with;

- (1) Any Federal Reserve Bank,
- (2) Any bank authorized under the laws of the United States or any state to exercise corporate trust powers, including, but not limited to, the bank from which the investment is purchased;

(3) A primary reporting dealer in Unites States government securities to the Federal Reserve Bank of New York or;

(4) A securities broker-dealer, or an affiliate of it, that meets the following requirements:

- a. It is registered as a broker-dealer under chapter 80A or is exempt from the registration requirements;
- b. It is regulated by the Securities and Exchange Commission; and
- c. It maintains insurance through the Securities Investor Protection Corporation or excess insurance coverage in an amount equal or greater than the value of the securities held.

The City's ownership of all securities in which the fund is invested must be evidenced by written acknowledgements identifying the securities by the names of the issuers, maturity dates, interest rates, CUSIP number or other distinguishing marks.

#### *Collateralization*

In accordance with M.S. 118A.03 on the Collateralization of Public Deposits, full collateralization will be required on all demand deposit accounts, including checking accounts and non-negotiable certificates of deposit.

## 7. FINANCIAL INSTITUTIONS, SECURITY DEALERS, AND CONSULTANTS

A list will be maintained of financial institutions and depositories authorized to provide investment services. In addition, a list will be maintained of approved security broker/dealers selected by creditworthiness (e.g., a minimum capital requirement of \$10,000,000 in total assets and at least five years of operation). These may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule). All financial institutions and broker/dealers who desire to become qualified for investment transactions must supply the following as appropriate:

- Audited financial statements demonstrating compliance with state and federal capital adequacy guidelines
- Proof of Financial Industry Regulatory Authority (FINRA) certification (not applicable to Certificate of Deposit counterparties)
- Proof of state registration
- Completed broker certification form (annual) (not applicable to Certificate of Deposit counterparties)
- Certification of having read and understood and agreeing to comply with the City's investment policy.

The broker/dealer must sign the Broker Notification and Certification form required by Minnesota Statutes 118A, including this investment policy, prior to any investment transaction with the City. The Broker Notification and Certification must be updated annually.

## 8. INVESTMENT PARAMETERS

### *DIVERSIFICATION*

The investments shall be diversified by:

- limiting investments to avoid over concentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities and collateralized deposits),
- limiting investment in securities that have higher credit risks,
- investing in securities with varying maturities, and
- investing a portion of the portfolio in readily available funds such as local government investment pools or money market funds to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

### *MAXIMUM MATURITIES*

To the extent possible, the City shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than an average expected life of ten (10) years from the date of purchase or in accordance with state and local statutes and ordinances.

Reserve funds and other funds with longer-term investment horizons may be invested in securities exceeding ten (10) years if the maturities of such investments are made to coincide as nearly as practicable with the expected use of funds.

Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds such as local government investment pools, money market funds, or overnight repurchase agreements to ensure that appropriate liquidity is maintained to meet ongoing obligations.

### *COMPETITIVE BIDS*

The investment officer shall consider multiple competitive offerings on all purchases of investment instruments purchased. The investment officer shall have no obligation to purchase and may decline on any or offerings.

## 9. INTERNAL CONTROLS

The investment officer shall establish a system of internal controls, which shall be documented in writing. The controls shall be designed to prevent the loss of public funds arising from fraud, employee error, unanticipated changes in financial markets, or imprudent actions by employees and officers of the City.

## 10. PERFORMANCE STANDARDS

The City's cash management portfolio shall be designed with the objective of regularly meeting or exceeding a selected performance benchmark, which will be the average return on three-month U.S. Treasury bills **during a market/environment of stable interest rates**. The portfolio will take into consideration investment risk constraints and cash flow needs. ~~These indices are considered~~

~~benchmarks for lower risk investment transactions and therefore comprise a minimum standard for the portfolio's rate of return.~~

## 11. REPORTING

The City Clerk's Office shall prepare an investment report quarterly. This report will be prepared in a manner which will allow the City to ascertain whether investment activities conform to the investment policy. The report should be provided to the City Council. The report will include the following:

- Listing of investments by maturity date
- Average weighted yield performance tracking compared to 3 month US Treasury Bills
- Percentage of the total portfolio by institution
- Percentage of the total portfolio by length of time to call/maturity.

*Adopted by City Council September 08, 2008*

*Amendment Adopted by City Council June 27, 2022*

*Adopted | Reviewed by City Council January 09, 2023*

*Adopted | Reviewed by City Council January 08, 2024*

## HISTORICAL REFERENCE & BACKGROUND:

The 2008 audit identified two significant deficiencies in internal control.

- *-Accounting and Financial Reporting / Segregation of Duties – This deficiency is inherent in an entity of this size and is not a newly reported deficiency. The report went on to say that it would not be practical for the entity to devote the resources required to overcome this limitation. This deficiency will continue to be reported annually. The only action we can take is to constantly be aware of this and realize the concentration of duties and responsibilities in a single individual is not desirable from an accounting point of view. We have segregated the duties and implemented cross checks in our practices to the degree we can with the resources we have.*

This document was created in 2009 in response to the second deficiency that was identified.

- *Documentation of Accounting Policies and Procedures – The City should document its accounting policies and procedures in a written policy manual which spells out the accounting policies and procedures that make up the City's internal control system. The documentation should describe the procedures as they are intended to be performed and indicate which employees are to perform which procedures.*

The audit comment from Smith Schafer and Associates was that during their audit they became aware of a matter that was an opportunity for strengthening internal controls and operating efficiency.

In response to this opportunity, the accounting internal control practices have been documented.–The first section provides background information from the State Auditor's office as well as from the City's Code. This purpose of providing the background information is to provide a point of reference for expectations and to provide a basis to measure compliance in order to ensure our practices are sound.

### General Overview Statement for City of Chatfield Internal Control Procedures

The City of Chatfield strives to perform daily operations with practices that strike a balance of sound internal accounting control that fulfill statutory requirements, while also maintaining operational efficiencies, and managing the costs of providing the control in order to safeguard funds, manage assets and that financial statements are in conformity with generally accepted accounting principles, and that finances are managed with responsible stewardship ensures public confidence and maintains the integrity of the financial systems

All personnel with a role in the management of the City of Chatfield's fiscal operations are expected to uphold the policies in this manual. It is the intention of the City of Chatfield that this accounting manual serve as our commitment to proper, accurate financial management and reporting.

## THE PURPOSE OF DOCUMENTING THESE PRACTICES IS TO:

- Enhance employees' understanding of their role and function in the internal control system;
- Establish responsibilities;
- Provide guidance for employees;
- Improve efficiency and consistency of transaction processing
- Improve compliance with established policies;
- Help prevent deterioration of key elements in the entity's internal control system;
- Maintain consistency in procedures from year to year and during employee transitions; and
- Help decrease circumvention of the entity's policies.

*Note: There may be language in the code of ordinances that needs to be reviewed for consistency between the City Clerk Role and the new City Administrator role relating to finance duties, such as the chief purchasing agent, etc. THIS IS ONE SECTION OF THE CODE THAT I RECOMMEND BE REVIEWED AND CHANGED TO REFLECT OUR CURRENT PRACTICES REGARDING THE FREQUENCY OF REPORTING. THE CODE CURRENTLY STATES THAT THE CLERK SHALL SUBMIT THE MONTHLY REPORTS TO THE MAYOR AND COUNCIL. MY RECOMMENDATION TO THE COUNCIL IS TO CHANGE THIS TO REFLECT THE CURRENT PRACTICE OF PROVIDING MONTHLY REVENUE AND EXPENDITURE REPORTING TO THE DEPARTMENT HEADS AND QUARTERLY REPORTS TO THE MAYOR AND COUNCIL.*

*HISTORICAL REFERENCE & BACKGROUND (CONT.):*

*INTERNAL CONTROL TOPICS:*

*STATE AUDITOR & CHARTER REFERENCE INFORMATION*

*SEGREGATION OF DUTIES*

*REVENUE MANAGEMENT | RECEIPTS*

*EXPENSE MANAGEMENT | DISBURSEMENTS*

*US BANK ONE CARD & FUEL CARD PRACTICES*

*RECONCILIATIONS*

*PETTY CASH FUND*

*FIXED ASSET MANAGEMENT*

*PAYROLL*

*COMPUTER SYSTEM BACKUP PROCEDURES*

*ANNUAL CHECK LIST*



## HISTORICAL REFERENCE & BACKGROUND (CONT.):

### INTERNAL CONTROL TOPIC: STATE AUDITOR & CHARTER REFERENCE INFORMATION

STATE OF MINNESOTA – OFFICE OF THE STATE AUDITOR – STATEMENT OF POSITION –  
THE IMPORTANCE OF INTERNAL CONTROLS 2007-1010 –REVISED: FEB 2014 REVIEWED: FEB 2014

*Internal controls are designed to protect a local government unit from loss or misuse of its assets. Internal controls also ensure that all transactions are properly authorized, and the information contained in financial reports is reliable.*

*This Statement of Position will provide public officials and employees with practical answers to some of the questions most frequently asked about internal controls.*

#### **What is the purpose of internal controls?**

*An internal control is a process by which an entity attempts to prevent or minimize the likelihood of accounting-related errors, irregularities, and illegal acts. Internal controls help safeguard funds, provide efficient and effective management of assets, and permit accurate financial accounting. Internal controls cannot eliminate all errors and irregularities, but they can alert management to potential problems.*

#### **How much will this cost?**

*The cost of internal controls should never exceed their expected benefit. When adopting policies and procedures on internal controls, maintain a balance between what is needed to ensure public confidence and to maintain the integrity of the financial systems, and the cost of providing the control in terms of money, time, and efficiency. Many simple and cost-effective internal control procedures are available.*

#### **Does someone need to review every transaction?**

*No. It is not practical or profitable to attempt to independently review every transaction. Instead, management should be alert to “red flags” that could indicate potential problems. Looking into “red flags” will not only detect irregularities, but it will also prevent them from occurring in the first place because an environment of accountability will have been established.*

#### **What are some “red flags”?**

*When an alert is raised, follow-up is critical. Too often we see “red flags” continue unabated long after they were first detected and reported. Here are some examples that would merit further review:*

- *Any unusual discrepancy between actual performance and anticipated results (for example, a major budget overrun in “supplies” or an unexplained decline in user fees);*
- *Receipts not matching deposits;*
- *Disbursements to unknown and/or unapproved vendors;*
- *One signature on checks or pre-signed blank checks;*
- *Gaps in receipt or check numbers;*
- *Late reports; or*
- *Disregard for internal control policies and procedures.*

#### **What types of control policies and procedures should be implemented?**

*The control policies should be adequate to ensure that:*

- *All transactions are properly authorized;*

## HISTORICAL REFERENCE & BACKGROUND (CONT.):

### INTERNAL CONTROL TOPIC: STATE AUDITOR & CHARTER REFERENCE INFORMATION (CONT.)

- *Incompatible duties are segregated;*
- *Accounting records and documentation are properly designed and maintained;*
- *Access to both assets and records is controlled; and*
- *Accounting data are periodically compared with the underlying items they represent.*

*Extra care needs to be taken where cash transactions are involved (for example, liquor stores, park and recreation programs, or petty cash funds).*

#### **What does it mean to segregate incompatible duties?**

*Simply put, no employee should be in a position to commit an irregularity and then conceal it. An example taken from everyday life is a movie theater where one person sells tickets and another person collects the tickets. This helps prevent the person selling the tickets from: (1) collecting the price of the ticket, but allowing entry without a ticket (allowing the ticket seller to pocket the ticket payment without being detected); or (2) allowing entrance without the purchase of a ticket.*

*Duties can be segregated by department or by individual. Examples of incompatible duties that should be performed by separate individuals are:*

- *Receipting collections, posting collections to registers, and making bank deposits;*
- *Signing checks, and reconciling the bank accounts;*
- *Receipting collections, and posting collections to the accounts receivable records; and*
- *Approving receivable write-offs/write-downs, and posting adjustments to the accounts receivable records, adjusting accounting codes, and reviewing the monthly detailed report of receipts and disbursements for accuracy.*

#### **What if we are too small to be able to segregate duties?**

*If it is not practical to segregate duties, management should be aware of the lack of segregation and implement oversight procedures to ensure that employees are following other internal control policies and procedures. In addition, management may want to implement other controls. For example, a mandatory vacation policy or periodic rotation of duties among employees would allow management to observe if there is any noticeable change (for example, a marked increase in cash receipts) while another person is performing the duties. These alternative controls also help lessen potential disruptions caused by employee turnover.*

#### **Do some statutes require internal control procedures?**

*Yes. For example, the statutory requirement that more than one person must sign a check is designed to ensure a deliberate decision about who to pay, how much to pay, and when to pay bills. Pre-signing checks and signature stamps defeat those controls. Statutory requirements should be incorporated in the internal control policies and procedures.*

## HISTORICAL REFERENCE & BACKGROUND (CONT.):

### INTERNAL CONTROL TOPIC: STATE AUDITOR & CHARTER REFERENCE INFORMATION (CONT.)

#### **What sort of accounting documentation is needed?**

Accounting records need to be complete. Key documents (for example, invoices, receipts, checks) should be sequentially numbered. Voided documents should be retained. Record retention schedules should be followed. Employee timesheets should be reviewed and countersigned by a supervisor or other third-party.

#### **How do we “compare accounting data with the items represented”?**

Bank statements should be routinely reconciled with the cash balances recorded in the books of the account. Check amounts should be compared with the claims approved, as recorded in the minutes. Any differences should be reconciled and documented. An annual inventory of fixed assets will ensure that all recorded items are still in your custody. Similar checks can be made of other accounts (for example, petty cash counts). Explanations of discrepancies should be corroborated by supporting documentation and evidence.

#### **Do we have to write down our procedures?**

Proper documentation of control procedures is essential. Written policies and procedures outline the specific authority and responsibility of individual employees, providing for accountability. Written policies serve as a reference and training tool for new employees and ensure that procedures remain in place despite employee turnover. To be effective, an accounting policies and procedures manual must be complete, up-to-date, and readily available to all employees who need it.

#### **Who is responsible for internal controls?**

The governing body (county commissioners, city councils, and town boards) and management are responsible for establishing and maintaining internal controls. The governing body sets the tone, educates employees about the importance of internal controls, and provides funding to implement the controls. The governing body must ensure that internal controls remain a top management priority. Management is responsible for evaluating the effectiveness of internal controls on an on-going basis. Even the best-designed internal controls cannot be effective without the active involvement of management. Management can develop a favorable control environment by setting a positive tone, communicating to all employees the importance of internal controls, and taking appropriate action against staff who are not complying with approved internal control policies and procedures. Management should also encourage staff to communicate situations not addressed by the policies and procedures, so that policies and procedures may be adopted as necessary. Finally, management should try to make employees feel comfortable when reporting potential wrongdoing or violations of policies and procedures.

REFERENCE: CITY OF CHATFIELD – CHARTER

CHAPTER 4 SECTION 16.5 – CITY ADMINISTRATOR –

- *To keep the city council fully advised as to financial conditions and needs of the city, and to prepare and submit to the city council for its consideration an annual budget and capital improvements program;*

## HISTORICAL REFERENCE & BACKGROUND (CONT.):

### INTERNAL CONTROL TOPIC: STATE AUDITOR & CHARTER REFERENCE INFORMATION (CONT.)

REFERENCE: CITY OF CHATFIELD – CODE OF ORDINANCES  
CHAPTER 2 ADMINISTRATIVE CODE\* ARTICLE V – FINANCE –  
DIVISION 1. GENERALLY

SEC. 2-75. DISBURSING FUNDS; PAYMENT OF BILLS.

*All fund disbursements shall be by order signed by the mayor and city clerk, duly authorized by the city council, and every such order shall specify the purpose for which the disbursement is made, and indicate that it is to be paid out of the proper fund; but no such order shall be paid until there is money to the credit of the fund out of which it is to be paid sufficient to pay the same together with all then- outstanding encumbrances upon such fund. No claim against the city shall be allowed, except as otherwise provided in this Code, unless accompanied by an itemized bill and voucher, payroll, or timesheet signed by a responsible officer who has personal knowledge of the facts in the case, together with a certificate verifying the correctness and reasonableness of the claim. However, the city council may provide for the regular payment without specific individual authorization or the filing of an itemized bill and voucher, payroll, or timesheet of the salaries and wages of regular employees or laborers, and any other fixed charges which have been previously and duly regularly authorized.*

(Code 1999, § 2.7)

SEC. 2-76. PURCHASES AND CONTRACTS

*The ~~city clerk~~ City Administrator (per job description – online code still reflects clerk) shall be the chief purchasing agent of the city. All purchases on the city's behalf shall be made by the city clerk subject to the city council's approval. Such approval must be given in advance whenever the amount of such purchase or contract exceeds ~~\$500.00~~ \$20,000 (per job descriptions – online code still reflects \$500), unless otherwise provided in this Code. All contracts shall be made in accordance with law.*

(Code 1999, § 2.8)

*State law references: Uniform municipal contracting law, Minn. Stat. § 471.345.*

SEC. 2-77. SELLING REAL ESTATE.

*No real property of the city shall be disposed of except by ordinance, except that any property transferred involving tax-increment financing shall be handled in accordance with the provisions set up for such transfers. The proceeds of any such sale shall be used as far as possible to retire any outstanding indebtedness incurred by the city in the purchase, construction, or improvement of this or other property used for the same public purpose; but if there is no such outstanding indebtedness, then the city council may by a resolution adopted by a four-fifths majority designate some other public use for such proceeds.*

(Code 1999, § 2.9)

SECS. 2-78--2-95. RESERVED.

DIVISION 2. SPECIFIC FUNDS

*HISTORICAL REFERENCE & BACKGROUND (CONT.):*

INTERNAL CONTROL TOPIC: STATE AUDITOR & CHARTER REFERENCE  
INFORMATION (CONT.)

SEC. 2-96. GENERAL FUND.

*The city shall maintain a general fund into which shall be placed or credited all moneys and from which shall be paid all city expenses, not otherwise appropriated or provided for in other funds created in the city Charter or this article.*

*(Code 1999, § 2.3.1)*

SEC. 2-97. BOND, CERTIFICATES, AND WARRANT FUNDS.

*Separate funds shall be maintained for each issue of bonds, certificates, or warrants in the resolution or ordinance authorizing such issuance and into each such separate fund shall be placed and credited all moneys received from taxes and assessments levied and revenues pledged for the payment of each such issue, together with any other moneys appropriated by the city council for their payments. From such funds shall be paid the principal and interest and fiscal agent's fees for making such payment as such become due.*

*(Code 1999, § 2.3.5)*

SEC. 2-98. LIBRARY FUND.

*A library fund shall be maintained into which shall be placed and/or credited all moneys received from revenues of public libraries, from taxes levied therefore or from transfers from other funds. All disbursements shall be made pursuant to law.*

*(Code 1999, § 2.3.4)*

*State law references: Disbursements from library funds, Minn. Stat. §§ 134.11, 134.12.*

SEC. 2-99. PUBLIC UTILITY FUND.

*A public utility fund shall be maintained into which shall be placed and credited all moneys received from the operation of all public utilities or appropriated by the city council thereto, and from which shall be paid all expenses incurred through the operation of such public utilities.*

*(Code 1999, § 2.3.2)*

## INTERNAL CONTROL TOPIC: SEGREGATION OF DUTIES

### REFERENCE

**Avoiding Pitfall 04/13/2018**

*When employee responsibilities are arranged so that the work of one employee is checked by another, it is called "segregation of duties."*

*Ideally, no single official or employee should be able to:*

- 1. Authorize a transaction;*
- 2. Record the transaction in the entity's books; and*
- 3. Obtain custody of the item resulting from the transaction.*

*Examples of incompatible duties that should be performed by separate individuals include:*

- Receipting collections, posting collections to registers, and making bank deposits; or*
- Signing checks and reconciling the bank accounts.*

*To put it another way, a person should not be in a position to commit an irregularity and cover it up.*

*Due to the limited number of personnel in smaller cities and towns, the segregation of accounting functions necessary to ensure adequate internal control is not always possible. In those situations, management should constantly be aware of this condition and realize that the concentration of duties and responsibilities in a single individual is not desirable from an accounting point of view. Example of incompatible duties that should be performed by separate individuals include: receipting collections, posting collections to registers, and making bank deposits; and signing checks and reconciling the bank accounts. To put it another way a person should not be in a position to commit an irregularity and to cover it up.*

### INFORMATION:

### CITY OF CHATFIELD SEGREGATION OF DUTIES PRACTICES:

No financial transaction (authorization, recording & custody) shall be handled by only one person from beginning to end.

The following is a list of personnel who have responsibilities within the clerk's department:

#### City Council

1. Review detailed claim listing in each agenda packet showing the vendor to be paid, the amount, the fund being charged along with a brief description of the expense.
2. Review and approves quarterly financial reports.
3. Review and adopt annual levy and budget.
4. Reviews and approves all contracts for goods and services that exceed \$500,000.
5. Authorizes all interfund transfers.

#### Mayor

1. Signs all checks for city council approved expenditures, with the exception of ACH payroll checks and EFT vendors (IRS, State of Minnesota, PERA, Investments, HSA, administrative processing fees, and debit transactions for lodging associated with approved departmental training).

#### City Clerk-Administrator

1. Reviews monthly Revenue and Expenditure Guidelines and Monthly Bank Reconciliation spreadsheet.
2. Prepares annual levy and budget.
3. Prepares listing of interfund transfers.
4. Has access to Root River State Bank On Line banking to provide enhanced internal control (along with City Clerk / Deputy Clerk/Payroll/ Utilities and Finance Director).

#### Finance Director

1. Processes daily online banking / fund accounting batch posting reconciliation.
2. Processes disbursements into Fund Accounting to generate claims listing report for City Council Agenda Packets.
3. Generates monthly revenue and expenditure guideline reports.
4. Processes monthly / quarterly and annual sales and use tax
5. Reconciles the bank accounts.
6. Prepares quarterly finance report (1<sup>st</sup>, 2<sup>nd</sup> & 3<sup>rd</sup> – Annual Financial Statement serves as 4<sup>th</sup> quarter).

**REFERENCE INFORMATION:**  
When the segregation of accounting functions is not possible due to the size of the entity, management should constantly be aware of this condition. The concentration of duties and responsibilities in a single individual is not desirable from an accounting point of view. Additional internal control policies and procedures should be used to compensate for the lack of segregated duties.

Additional policies and procedures could include:

- A formal, numbered receipt book should be used for all receipts;
- Minutes should include the claim number of bills approved for payment;
- Invoices should be canceled to ensure they are not paid twice
- Town supervisors or city council members should determine that reports are submitted promptly, and are in agreement with cash balances and grant expenditures; and
- The town board or city council should adopt a formal conflicts of interest policy.

Date this Avoiding Pitfall was most recently published: 04/20/2018

## CITY OF CHATFIELD SEGREGATION OF DUTIES PRACTICES (CONT.)

7. Assists Department Heads and City Clerk with annual budget.
8. Adds capital goods to fixed assets data base.
9. Processes quarterly water department sales and use tax.
10. Generates monthly Revolving Loan Fund receipt of payment and Payment Due report for EDA Consultant.
11. Has access to Root River State Bank On Line banking to provide enhanced internal control (along with City Clerk, Deputy Clerk, Assistant Deputy Clerk (s)).
12. Verifies ACH deposit amounts for Root River State Bank with

### City Clerk

1. Processes receipts.
2. Processes utilities.
3. Processes the payroll, including payroll tax statements.
4. Has access to Root River State Bank On Line banking to provide enhanced internal control (along with City Clerk, Assistant Deputy Clerk(s) and Finance Director).
5. Provides receipt report for Revolving Loan Fund payments.

### Deputy Clerk

6. Processes receipts.
7. Processes utilities.
8. Processes the payroll, including payroll tax statements.
9. Has access to Root River State Bank On Line banking to provide enhanced internal control (along with City Clerk, Assistant Deputy Clerk(s) and Finance Director).
10. Provides receipt report for Revolving Loan Fund payments.

### Assistant Deputy Clerk

1. Processes recurring / utility disbursements into Fund Accounting.
2. Mails all checks for payments.
3. Routinely process payroll cycle for staff cross training.
4. Routinely process utility receipts & monthly billing cycle for staff cross training.
5. Receives and distributes all incoming mail.
6. Reconciles petty cash fund monthly.
7. Files claim vouchers.

### All Department Heads

1. Review all bills for appropriateness / receipt of services or merchandise, initial for authorization and provide expenditure code for process according to where the service or merchandise was budgeted (or forward electronically with notations to Finance Director).
2. Review detailed claim listing in each agenda packet showing the vendor to be paid, the amount, the fund being charged along with a brief description of the expense.
3. Develops first draft of departmental budgets.



4. Accountability to approved departmental budgets in purchasing decisions and in preparing check request vouchers / invoices with the proper account code.

## INTERNAL CONTROL TOPIC: REVENUE MANAGEMENT POLICY

### REFERENCE INFORMATION:

*Internal control is necessary for cash receipts to safeguard the assets of the city and to ensure that all cash funds intended for the city is received, promptly deposited, properly recorded, reconciled, and kept under adequate security.*

### CITY OF CHATFIELD RECEIPT | REVENUE MANAGEMENT PRACTICES

#### SEGREGATION OF DUTIES –

No financial transaction shall be handled by only one person from beginning to end.

1. The Deputy Clerk is the primary person and is backed up by the Assistant Deputy Clerk(s) to receive all incoming mail.
2. The Deputy Clerks are responsible for receiving all payments to the city, whether by mail or in person. Physical receipts will be provided on all cash sales. In the absence of the Deputy Clerks, the Finance Director or City Clerk may receive cash payments.
3. The Deputy Clerk and Assistant Deputy Clerk(s) are responsible for coding and keying the receipt batches in the accounting software, processes the deposits by preparing the deposit slip and delivering the deposit to the bank. In the absence of the Deputy Clerk or Assistant Deputy Clerks, the deposits are delivered to the bank by the Finance Director, or the City Clerk.
4. The Finance Director makes sure each receipt batch is balanced in the accounting software and posts the receipt batches.
5. Financial reports (Revenue & Expenditure Guideline Reports) are prepared by the Finance Director and distributed to the heads of each department monthly. The Revenue & Expenditure Reports and the Bank Reconciliation Spreadsheet showing the cash balances of each fund are distributed to the City Clerk Administrator each month. A quarterly report is prepared and distributed to City Council, which provides the Budget to Actual comparisons of the Revenues and Expenditures, the investment maturity and performance information as well as the cash balances in each institution (1<sup>st</sup>, 2<sup>nd</sup> & 3<sup>rd</sup> quarter, the Audited Financial Statement fulfills 4<sup>th</sup> quarter/ year end reporting).

## CITY OF CHATFIELD RECEIPT | REVENUE MANAGEMENT PRACTICES (CONT.)

### SEGREGATION OF DUTIES (CONT.) –

6. Invoices for utility billing are prepared by the **City Clerk**, Deputy Clerk or Assistant Deputy Clerk through the Utility Billing Software. Invoices for Chatfield Ambulance Services are prepared by the Assistant Deputy Clerk through coordination with the contracted billing service (Expert billing). Invoices for Fire Services provided are prepared by the **City Clerk**, Deputy Clerk or Assistant Deputy Clerk through the Fund Accounting invoicing module, tickets / citations serve as the invoice for the Police Department. Annual Rural Fire and Ambulance invoices are prepared by the **Finance Director, City Clerk**, Deputy Clerk or Assistant Deputy Clerk utilizing the Fund Accounting invoicing module and distributed by the Fire Chief at the annual Rural Fire Board Meeting. Other receivables invoicing is processed by the **City Clerk**, Deputy Clerk, Assistant Deputy Clerk or Finance Director utilizing the Fund Accounting invoicing module. Electronic copies of the Fund Accounting invoices are saved to the accounts receivable folder on the network. Revolving Loan Fund payments are process via ACH transactions through Root River State Bank on a monthly basis (only a couple of the loans continue to pay via check as they were in place prior to the new required ACH process).
7. Utility billing is done monthly. The **City Clerk**, Deputy Clerk or Assistant Deputy Clerk calls for the electronic reads of the meters and downloads the information. Banyon software is used for utility billing. Exception reports are generated for readings out of the normal range (too low, too high). The Deputy Clerk or **Assistant Deputy Clerk** works with the Public Works employees to recheck each of these accounts. Invoices are generated out of the Banyon Utility Billing software. Payments come through the mail, a drop box, in cash at the counter, EFT payments as well as electronic submission through the web store and are handled as described below.

## CITY OF CHATFIELD RECEIPT | REVENUE MANAGEMENT PRACTICES (CONT.)

### ACCOUNTING CONTROLS –

1. All payments made to the city are keyed into the Banyon software by the Finance Director, City Clerk, Deputy Clerk or Assistant Deputy Clerk (Utility Billing or Fund Accounting). The Fund Accounting software generates transaction numbers for each transaction and batch. The Finance Director posts and clears the batches according to daily transaction report from the Root River State Bank on line banking inquiry.
2. Receipts batches for each deposit are keyed into the accounting software which includes, receipt date, the amount of the receipt, a description of the item or service being paid for, and the revenue account the revenue is being allocated to. Each receipt batch matches a deposit on the bank statement and is cleared by the Finance Director during the daily reconciliation.
3. All cash receipts (other than utilities) contain a signature, or at least the initials of the staff member receiving the payment (typically the Deputy Clerks). A sequentially number two part receipt is provided. The first part is given to the payer; the second part is retained by the City. An accounting of cash or check received will be recorded on the receipt and include the check number if applicable.
4. A signed or initialed copy of a utility billing invoice is provided by staff to utility bill payers paying in cash. The City Clerk, Deputy Clerk or Assistant Deputy Clerk, keys the payments into the Utility Billing software crediting each account and prepares a deposit for each batch. The Utility Billing software passes a batch electronically to the Fund Accounting software. These batches match the deposits on the Bank Statement and are cleared by the Finance Director during the daily reconciliation.
5. Receipts are typically deposited in the city's bank account on a daily basis. Under no circumstances shall payments, whether by cash or other instrument, be kept longer than one week.

REFERENCE COLUMN

CITY OF CHATFIELD RECEIPT | REVENUE MANAGEMENT  
PRACTICES (CONT.)

ACCOUNTING CONTROLS (CONT.) –

6. A receipt drawer is kept for cash receipts in a locked cabinet at the counter in the main City Clerks Office. This office is also locked after hours.
7. The Finance Director, City Clerk, Deputy Clerk or Assistant Deputy Clerk is responsible for processing the receipt of funds received via electronic payments (RevTrack Webstore, MyRec pool payments, Minnesota Management & Budget, County Settlements, Revolving Loan Fund Payments, Utility Bill payments, etc.) Transactions are processed on a daily basis. These deposits are reconciled like the other utility receipts matching deposits daily to the Root River State Bank transaction report.

Cash disbursement credit card / fuel card into merged into Expense Management Jan 2023-----

## INTERNAL CONTROL TOPIC: EXPENSE MANAGEMENT POLICY

### REFERENCE INFORMATION:

*Internal control is necessary for cash disbursements to safeguard the assets of the city and to ensure that all cash funds are disbursed only upon proper authorization of management for valid government purposes, and that all disbursements are properly recorded.*

MN State Auditor: 2023 Avoiding  
Pitfall: Electronic Funds Transfers

### CITY OF CHATFIELD GENERAL DISBURSEMENT | EXPENSE MANAGEMENT PRACTICES

#### SEGREGATION OF DUTIES –

No financial transaction shall be handled by only one person from beginning to end.

1. Each department makes purchases for the operational needs of their department on behalf of the City of Chatfield in compliance with the departmental practices, statutory requirements, as well as opinions and recommendations of the State Auditor and according to the League of Minnesota Public Purchase Expenditures publication.
2. All checks shall require two signatures with the exception of ACH payroll checks administered by automatic deposit ACH and EFT transactions for the IRS, State of Minnesota, PERA, and other payroll vendor liabilities, and administrative fees: preferably the Mayor and either the City Administrator, City Clerk, Finance Director, or Deputy Clerk. Due to administrative requirements, in the absence of the Mayor, or Vice-Mayor, the City Clerk may use the Mayor's signature stamp along with authorizing initials and another authorized signer. Infrequently, but in order to meet routine administrative processes, two authorized representatives from the Clerk's department may sign a check for such items as postage, or an administrative transaction previously approved by council for a deposit or delivery, in the absence of the City Clerk Administrator.
  - a. Electronic Fund Transfers: Local governments may use electronic fund transfers to pay vendor claims, instead of checks. Electronic funds transfers may also be used to purchase and sell investments.
    - o Those authorized to process payments & investment activity by electronic fund transfers are the authorized signers for each institution.
    - o The individual initiating the transfer must be identified and documented in the transactions audit trail paperwork and receive a second authorization from those on the authorized signers for the banking institution the funds are being disbursed from.
    - o Documentation confirming the transaction, must be made within one business day of the transaction; and
    - o A list of all electronic funds transfers (e-checks in Fund Accounting) must be included in the claims listings at the next regular meeting.

*Reference column*

3. Invoices are received through central mail at the City Clerks office. The Assistant Deputy Clerk distributes the invoices to the appropriate Department Head. Utility / recurring monthly vendor invoices are coded and keyed by the Assistant Deputy Clerk.
4. Invoices shall be reviewed, and appropriate general ledger codes applied by the department head and or designated staff member.
5. Upon timely submission of claims by each department (by Wednesday morning prior to the second and fourth Monday of the month), the Finance Director and Assistant Deputy Clerk will review all claims for accuracy and record them into the accounting system. In the absence of the Finance Director or Assistant Deputy Clerk, the Deputy Clerk or City Clerk may record payments. Most claims submitted for payment shall be authorized (physically signed off on, or by e-mail notifications) by the appropriate department. Exceptions to this include local operating supply vendors, and the utility / monthly recurring bills.
6. All claims batches are reviewed by the Finance Director or Assistant Deputy Clerk and reports of claims to be paid are prepared for the City Council packets. Expenditures that were administratively authorized and processed in order to meet a payment deadline, were previously approved by Council display with a preprinted electronic check number on the claims listings.
7. The department heads review these claims listings for accuracy and the City Council will approve all claims paid and to be paid. Claims listings reports are submitted at each City Council meeting.
8. The Finance Director prints the checks. In the absence of the Finance Director, the Assistant Deputy Clerk, Deputy Clerk or City Clerk may print checks. Pre-numbered checks are kept in the main office of the City Clerk and signed out by payables batch.
9. The Finance Director prepares and endorses the checks with the first signature. The checks are placed in the Mayors mailbox for endorsing after approved by City Council. If any claim is not approved for payment the Mayor pulls the check and does not sign it.
10. The Finance Director voids any checks in the software that were not approved.
11. Properly signed and approved checks and remittance advice are prepared for mailing by the Assistant Deputy Clerk, the Finance Director, or the Deputy Clerk and the vouchers with supporting documentation area filed alphabetically by vendor name.

REFERENCE COLUMN

CITY OF CHATFIELD GENERAL DISBURSEMENT | EXPENSE  
MANAGEMENT PRACTICES (CONT.)

SEGREGATION OF DUTIES (CONT.) –

12. The Finance Director reconciles the bank statements monthly. The bank reconciliation spreadsheet is distributed to the City Administrator Clerk with the Revenue & Expenditure Reports and the spreadsheet showing the cash balances of each fund.
13. Financial reports (Revenue & Expenditure Guideline Reports) are prepared by the Finance Director and distributed to the heads of each department monthly.
14. A quarterly report is prepared and distributed to City Council, which provides the annualized budget to actual comparisons of the revenues and expenditures, the investment maturity and performance information as well as the cash balances in each institution. This is completed for first, second and third quarter. The annual financial reports prepared by the external auditor is the fourth quarter report.

CITY OF CHATFIELD GENERAL DISBURSEMENT | EXPENSE  
MANAGEMENT PRACTICES (CONT.)

ACCOUNTING CONTROLS –

The following common internal controls relate to paying bills;

1. All disbursements, except those from petty cash, will be made by pre-numbered checks, or ach banking methods.
2. It is not permissible to draw checks payable to Cash.
3. Under no circumstances will blank checks be signed in advance.
4. A disbursement claim voucher shall be prepared for each invoice or request for reimbursement. Detailed receipts are required for all purchases (dates and description of all merchandise or services purchased) that details the payee, amount to be paid, description of expense account to be charged, authorization signature (most invoices), and be accompanied with related source documents. *If a receipt is not provided, is misplaced or lost, staff will provide an e-mail or create a detailed memo receipt listing the merchandise or services purchased with an explanation of the missing receipt. This practice is expected to be an exception but is an accommodation for times when receipt printers are out of paper or e-mails are not received.*



Reference Column

CITY OF CHATFIELD ~~CASH~~ CASH GENERAL DISBURSEMENT | EXPENSE  
MANAGEMENT PRACTICES (CONT.)  
ACCOUNTING CONTROLS (CONT.) –

5. Expenditures must be approved in advance by authorized persons.
6. All signed checks will be mailed promptly by the Assistant Deputy Clerk, Finance Director, Deputy Clerk or City Clerk.
7. The check number and date will be recorded on each claim voucher (with attached invoices) as the checks are prepared for mailing and the check stub will be attached.
8. Invoices and requests for reimbursement are reviewed for accuracy and reasonableness as they are reviewed within the department or as they are keyed into the accounting system. Employee reimbursable expenses must contain itemized receipts or documentation of trip purpose and date for mileage reimbursement.
9. The monthly bank reconciliation details the check number, check date and amount for all cleared and outstanding checks for the month and is filed along with the Bank Reconciliation spreadsheet and a copy of each bank statement.
10. Unpaid invoices are routed by each department to the Finance Director or Assistant Deputy Clerk where they are maintained in an unpaid claim file. Unpaid invoices shall be processed promptly as to avoid incurring late or past due charges.
11. Advance payments to employees or vendors shall be recorded as receivables in the general ledger.
12. Expense reports for travel related expenses shall be submitted on a timely basis.
13. Checks by which claims are paid shall have printed on the reverse side, above the space for endorsement: "The undersigned payee, in endorsing this order check, declares that the same is received in payment of a true, just and correct claim against the City and that no part has heretofore been paid.

## Reference Column

*MN State Auditor Statement of Position (State of Minnesota – Office of the State Auditor-2007-1005, February 2014)*

*Cities have authority to make purchases using credit cards issued to the public entity. The statutes authorizing credit card use by public entities restrict the use of credit cards to purchases for the public entity. No personal use of the credit card is permitted.*

*According to Minnesota law, credit cards should only be used by those employees and officers otherwise authorized to make purchases. If the public entity does not authorize a credit card purchase, the officer or employee who made the purchase becomes personally liable for the amount of the purchase.*

*Purchases made with the credit card must be consistent with other state law. For example, under Minnesota law, claims presented for payment must be in writing and itemized. Monthly statements received from a credit card company lack sufficient detail to comply with these statutory requirements. As a result, public entities using credit cards must retain the invoices and receipts needed to support the items charged in the bill from the credit card company. Similarly, listing only the credit card company on a claims list would merely identify the method of payment. It does not identify the vendors providing the goods and services, as required by law.*

*The authority to use credit cards does not authorize the creation of a new form of debt for the public entity. The statutes governing the issuance of debt by a public entity add a number of restrictions to the issuance of any obligation. The credit card statutes simply authorize another method of payment. Therefore, the public entity's governing board must adopt a policy of paying off the credit card charges on a monthly basis.*

*Some public entities have obtained debit cards instead of or in addition to credit cards. While entities have the authority to make purchases using credit cards, the authority to use debit cards is less clear. Debit cards allow funds to be immediately withdrawn from the entity's financial account, provide fewer protections than credit cards provide, and circumvent statutory claims approval safeguards. We recommend that entities use credit cards, and not debit cards, to make purchases for the public entity.*

*The ability to use a credit card for small purchases in the ordinary course of business offers many advantages. However, the ability of the card holder to make the public entity liable for an improper or illegal purchase in an inherent risk associated with credit cards. Compliance with statutory requirements and the adoption of and adherence to a policy implementing further internal controls will greatly reduce the public entity's exposure to loss of public funds through theft or misuse of the credit card.*

## CITY OF CHATFIELD GENERAL DISBURSEMENT | EXPENSE MANAGEMENT PRACTICES (CONT.)

### GENERAL CREDIT & FUEL CARD PRACTICES

*(US BANK ONE CARD PROGRAM PRACTICES | PROCEDURES IN NEXT SECTION)*

Credit cards, (and/or fuel cards) are issued for use by staff, for official company use only on an as needed basis.

This policy applies to all employed staff of the City of Chatfield. Additionally, this policy applies to all usage of the company issued credit/debit and fuel cards

This policy specifies the use of, eligibility, responsibilities, and restrictions on the use of credit cards, debit card and fuel cards issued by the City of Chatfield.

The city utilizes;

- the Cenex Voyager Fleet fuel program
- the US Bank One Card Purchasing (Credit) program
- and also has a Kwik Trip house account (card is on site in Chatfield) for water, and other work-related food purchases, and pet food purchases for the pound

### ROLES | RESPONSIBILITIES

#### MANAGEMENT –

The City Council, department heads and staff are provided with a detailed listing of expenditures in the agenda packets as a review process. The claims listing details the charges that have been made to Cenex, Kwik Trip, & US Bank. These vendors issue itemized monthly statements, and the city makes payment in full by check.

- The Finance Director, **Deputy Clerk or Assistant Deputy Clerk** issue and track the cards to departmental employees/city vehicles and the department heads provide training on authorized uses.
- Ensure correct accounting, procurement and taxation practices are applied.

Reference Column

CITY OF CHATFIELD GENERAL DISBURSEMENT | EXPENSE  
MANAGEMENT PRACTICES (CONT.)

GENERAL CREDIT & FUEL CARD PRACTICES (CONT.)

(US BANK ONE CARD PROGRAM PRACTICES | PROCEDURES IN NEXT SECTION)

**STAFF –**

- Staff will be accountable for expenditures and must keep cards secure while on their person.
- Report any loss or theft immediately to Department Head and City Clerk's office.
- Staff will ensure correct procedures for use of all cards issued and that all receipts for purchases are returned to Finance at the City Clerk's office.
- Cards are to be returned to Department Heads immediately upon termination or notification to terminate employment.
- Violation of this usage policy may result in cancellation of the credit/debit card, formal reprimand and/or termination.

**AUTHORIZED USES-**

- Cards should only be used where it is necessary to pay for goods and services immediately rather than on an established account with the supplier.
- The Cenex program is the Voyager Fleet Card Account. The account limit is ~~\$7,500~~ \$10,000 (verified 08/08/2023 – increased when PD transitioned from Wright Express ). The cards are issued to a vehicle and drivers are set up with PINS. The cards are able to be used for fuel at any Voyager network participant.
- The account limit at Kwik Trip is ~~\$2,000~~ \$2,600 (verified 2023 per statement) and alcohol and tobacco purchases are prohibited. There is an instore card which requires a pin for purchases ~~and there are 2 data tracker cards kept in the petty cash box.~~
  - Two gas/convenience store accounts are maintained to serves as redundancy for emergency situations where one account works and the other doesn't or one or the other stations is not available).
- Typical uses of the company issued cards are for; gas for city vehicles and equipment, gas for personal vehicles when used and documented usage is for official company business. lodging, on line payments for training, licenses/fees and vendors that do not establish accounts or will not be used frequently and require immediate payment or other expenses when the PO process is not possible due to timing.

*Reference Column*

CITY OF CHATFIELD GENERAL DISBURSEMENT | EXPENSE  
MANAGEMENT PRACTICES (CONT.)

GENERAL CREDIT & FUEL CARD PRACTICES (CONT.)

(US BANK ONE CARD PROGRAM PRACTICES | PROCEDURES IN NEXT SECTION)

### UNAUTHORIZED USES

- Any personal charge whatsoever, including but not limited to personal meals, personal telephone usage and movie rentals included in lodging bills associated with official business purposes.
- Purchases where an existing account with the supplier exists.
- In the case of fuel cards, restricted purchases include.
- Anything other than fuel, oil and or emergency mechanical repairs for the vehicle or department assigned to the fuel card, (note that the departments are authorized with the use of a pin to make in store purchases at Kwik Trip for water, and other work-related food purchases, and pet food purchases for the pound).
- Not to be used for any private purchases such as fuel, oil and/or emergency mechanical repairs for the employees personal or any non-work-related vehicle.
- Alcohol and tobacco products are prohibited.
- Cash advances on all credit cards are prohibited.
- If an employee who is authorized on behalf of the city has charges that are disallowed and are not repaid prior to the credit card billing date, the city will have a lien on the employee's wages, including final pay.

### Violations

Violations of this usage policy may result in cancellation of the credit/debit card, formal reprimand and / or termination.

### Documentation

#### *Cenex Receipts*

Transactions at the pump using the departmental vehicle card with a pin print on a detail report from Cenex.

In store purchases on the general city card require a signature and a notation of the department the expense gets allocated to.

Purchases from the AG store for lime and fertilizer need to be turned into accounts payable as CHS does not provide a copy of these receipts with the monthly statement.

#### *Kwik Trip Receipts*

Kwik Trip is used for high octane gas for specialty equipment, water and food purchases for authorized departmental needs. These purchases are made using the in store account card with a departmental pin. All receipts for Kwik Trip purchases must be submitted to accounts payable in order to fulfill documentation requirements.

*Reference Column*

CITY OF CHATFIELD GENERAL DISBURSEMENT | EXPENSE  
MANAGEMENT PRACTICES (CONT.)

*GENERAL CREDIT & FUEL CARD PRACTICES (CONT.)*

*(US BANK ONE CARD PROGRAM PRACTICES | PROCEDURES IN NEXT SECTION)*

**Procedure / Practices**

1. The City has credit cards.
2. Public Works, Police, Ambulance, and Fire Department use credit cards for gas purchases at Kwik Trip and Cenex Greenway. Each department / vehicle as individual Cenex Voyager Fleet Cards. The Kwik Trip card is kept in the store and requires a departmental pin code to be entered.
3. The cards are to be used for official city business only; no personal purchases/charges are allowed.
4. Department Heads are responsible for verifying and approving purchases for their departments. They are asked to get printed confirmation / detailed receipts of all purchases.
5. Department Heads are then responsible for appropriately processing each invoice with the expense codes and submitting the invoice in a timely manner for processing.
6. The Deputy Clerk I, or Finance Director / Accounts Payable processes the credit cards like any other invoice.
7. Lost or stolen credit cards or numbers are to be reported to the Department Head immediately.

*Reference Column*

CITY OF CHATFIELD GENERAL DISBURSEMENT | EXPENSE  
MANAGEMENT PRACTICES (CONT.)

US BANK ONE CARD PROGRAM PRACTICES | PROCEDURES

*US BANK ONE CARD PURCHASING CARD OVERVIEW*

The US Bank One Card provides staff with a method of payment where a tax exempt house account does not exist, or where on line payment is required.

***US Bank One Card Benefits***

The One Card concept is to offer a means to charge purchases to the City using a secure process with authorization and security levels pre-determined for each cardholder.

Cardholders will be able to obtain goods and services in a quick and convenient way within the system's controls.

***US Bank One Card Definitions***

The System Administrator is: The City Clerk

The Alternate Administrator: The Deputy Clerk

The Program Administrator: The Finance Director

Statement Cycle End Date: 25<sup>th</sup> day of the Month

Settlement Method: To be paid by check

***US Bank Card Program Responsibilities***

The success of the US Bank One card system depends on both cardholders and supervisors.

The following are several key areas that are required of **cardholders**:

- Responsibility lies with the cardholder to be informed of the City's expense management policy and procedure.
- Ensure that the US Bank One Card is used for appropriate City purchases and that the purchase meets the public purpose requirement (must benefit the community as a whole, be directly related to functions of the government, and does not have as its primary objective the benefit of a private interest.
- Cardholder should be cognizant of the annual departmental budget and understand the limitations of the City expense management policy.
- Sign the back of the card.
- Ensure that the US Bank One Card is kept secure and that all transactions are signed by the Card holder.
- Ensure that charges are not split to avoid the single-purchase dollar limit.
- Ensure that problems with a billing are resolved with the vendor.

*Reference Column*

CITY OF CHATFIELD GENERAL DISBURSEMENT | EXPENSE  
MANAGEMENT PRACTICES (CONT.)

US BANK ONE CARD PROGRAM PRACTICES | PROCEDURES (CONT.)

*US BANK ONE CARD PURCHASING CARD OVERVIEW (CONT.)*

***US Bank Card Program Responsibilities (Cont.)***

- Complete the below process for purchases:
  - On the 26<sup>th</sup> of the month log on and print the transaction summary report for the prior months purchases (or use the US Bank Excel expense form), attach the detail receipts, document the appropriate expense code on the summary report, and a brief description of the purpose of the purchase. Turn the paperwork into the Finance Director.
  - Sign the claim.
  - Have supervisor sign/approve the claim (when purchase made by non-supervisor).
  - Ensure that the original detailed itemized receipts are attached to the claim form.
  - The transaction summary report or expense forms for purchases are to be turned in monthly to Finance Director on the 26<sup>th</sup> of the month.
  - If possible sign in on a weekly basis to verify charges to the account are valid and that no unauthorized charges are being made. This will be accomplished by signing onto the cardholder's online account and viewing current activity and statements. See "How Do I View Purchases /Statements Online?" in the Table of Contents for directions on how to access your online account.

*Reference Column*

CITY OF CHATFIELD GENERAL DISBURSEMENT | EXPENSE  
MANAGEMENT PRACTICES (CONT.)

US BANK ONE CARD PROGRAM PRACTICES | PROCEDURES (CONT.)

*US BANK ONE CARD PURCHASING CARD OVERVIEW (CONT.)*

***US Bank Card Program Responsibilities (Cont.)***

The following are several key areas that require supervisor |  
department head support:

- Review and approve US Bank claim forms to ensure that all transactions and charges are accurate, appropriate, and serve a public purpose. Note any account code reclassifications or changes in account distribution.
- Ensure that the Purchasing Card is not used to make personal purchases.
- Ensure that the Purchasing Card requirements contained in this User Manual are met.
- Ensure that the Card is used only by the Cardholder.

*REQUESTING A NEW PURCHASING CARD OBTAINED?*

- A Department Head is required to approve the issuance of a Purchasing Card. An e-mail must be sent to the Program Administrator by the approving supervisor with the following information:
  - Employee Name
  - Department
  - Date of Birth
  - Last 4 of social security
- Once the Program Administrator (Finance Director) receives the card, the employee must meet with the Finance Director to go over the Card User Manual/Policy. The policy must be signed by the cardholder before the card is given to the employee.

All billing, account coding, and card changes questions/ requests should be referred to the Program Administrator | Finance Director.



*Reference Column*

CITY OF CHATFIELD GENERAL DISBURSEMENT | EXPENSE  
MANAGEMENT PRACTICES (CONT.)

US BANK ONE CARD PROGRAM PRACTICES | PROCEDURES (CONT.)

*US BANK ONE CARD PURCHASING CARD OVERVIEW (CONT.)*

***Does the purchasing card need to be activated?***

Yes, by calling 1-800-344-5696. The ID code is the last four digits of the cardholder's SSN.

***Does my purchasing card have a PIN?***

After issuance of the Purchasing Card, the cardholder will receive a PIN number in the mail. Note that City Purchasing Cards are not debit cards and will not allow the cardholder to get cash back. Purchasing Cards issued after October 2015 have the EMV Chip technology. The pin number is for the sole purpose of utilizing the EMV Chip technology. At merchant terminals that accept EMV Chip technology, you will be instructed to "dip" the card in the terminal. The card is inserted and left in the terminal as you complete the purchase. There are two ways in which the transaction can be authenticated, either through using the PIN number or by signature.

Your PIN cannot be changed. If you forget or lose your PIN, you will have to contact customer service and request a reminder be sent. Until you receive the reminder, you will be allowed to conduct transactions using your signature.

*Reference Column*

CITY OF CHATFIELD GENERAL DISBURSEMENT | EXPENSE  
MANAGEMENT PRACTICES (CONT.)

US BANK ONE CARD PROGRAM PRACTICES | PROCEDURES (CONT.)

*US BANK ONE CARD PURCHASING CARD OVERVIEW (CONT.)*

***For whom can a cardholder make purchases?***

The cardholder may make City business-related purchases within their department or division.

***What commodities/goods or services can be purchased using a purchasing card?***

The purchasing card may be used to purchase only goods or services that are for the express use by the City of Chatfield. In addition, certain products or services may be excluded when the card is programmed by the System Administrator. Purchase of alcohol and tobacco is strictly prohibited.

***Is personal use of the purchasing card allowable?***

No, use of the purchasing card for personal purchases is strictly prohibited. If the Purchasing card is inadvertently used for a personal purchase, call the Program Administrator | Finance Director immediately.

***Can the Card be shared?***

The only person entitled to use a Purchasing card is the person whose name appears on the face of the card. Do not lend the Purchasing card to another person for use. Card transactions can only be signed for by the cardholder. Use by anyone other than the cardholder is prohibited.

***Which Vendors May I Use?***

The Purchasing card is a Visa Card product. Any supplier or merchant who accepts Visa can accept the Purchasing card. The City has the ability to restrict purchases from certain vendors, based on merchant category codes, which would result in the Purchasing card being declined at that vendor's place of business. The Purchasing card may be used for in-store purchases, as well as phone, internet or mail orders.

**Where economically feasible, local vendors should be used.**

Reference Column

CITY OF CHATFIELD GENERAL DISBURSEMENT | EXPENSE  
MANAGEMENT PRACTICES (CONT.)

US BANK ONE CARD PROGRAM PRACTICES | PROCEDURES (CONT.)

*US BANK ONE CARD PURCHASING CARD OVERVIEW (CONT.)*

**What if the Vendor Does Not Accept credit cards?**

If a supplier or merchant does not accept the card, use another method of procurement such as a purchase order or invoice/claim form.

**What are the Guidelines for Sales Tax?**

The City qualifies for the local government sales tax exemption; therefore, purchases are tax exempt. If there are questions regarding sales tax, contact the Program Administrator | Finance Director.

The cardholder is responsible for making sure sales tax is not charged on exempt purchases. If necessary, the cardholder should provide the merchant with a Certificate of Exemption (or ST3 form); this document can be obtained from the Forms / Applications section of the city website (<https://www.ci.chatfield.mn.us/forms>) and clicking on ST-3 Certificate of Exemption under Sales Tax | Tax Payer Forms.

**What about receipts for Memberships, Dues, Subscriptions, and Conference Registrations?**

For purchases in which a receipt is not normally given, use a copy of the completed application or order form as a receipt. It should clearly indicate payment was made using the Purchasing card. The receipt must be itemized.

If the agency will send an invoice and allow payment by check that method should be utilized rather than incur a fee for utilizing a credit card.

**How are charges paid?**

Actual payment will be made by monthly by check. Each billing cycle ends on the 25<sup>th</sup> of each month.

Reference Column

CITY OF CHATFIELD GENERAL DISBURSEMENT | EXPENSE  
MANAGEMENT PRACTICES (CONT.)

US BANK ONE CARD PROGRAM PRACTICES | PROCEDURES (CONT.)

*US BANK ONE CARD PURCHASING CARD OVERVIEW (CONT.)*

**What if there is an incorrect billing?**

If you have a problem with a billing, try to reach an immediate resolution with the supplier or merchant that provided the item. Your receipt will be the key document. The supplier or merchant should issue credit for a billing correction. This credit may appear on the next weekly statement.

If an agreement cannot be reached with the supplier or merchant, the next step is to contact the Program Administrator | Finance Director.

**What if a receipt is lost?**

On the rare occasion that a receipt is lost, a written US Bank claim form describing the transaction in detail and reason for no receipt should be sent through the claims process identified above under cardholder responsibilities. Repeated loss of itemized receipts can result in loss of purchasing card privileges.

**Can telephone orders be charged?**

Order may be made by telephone but be as cautious as you would be if you were giving out your personal credit card number. Request an itemized receipt from the merchant.

**What about purchases on the internet?**

Using purchasing cards to make transactions over the Internet has risks associated with it. Therefore, when making purchases on the internet be sure to order using a secure site. Request an itemized receipt from the merchant.

**What if the card is lost or stolen?**

Keep the purchasing card in a secure location. It needs to be accessible only to the cardholder. If the purchasing card is lost or stolen, contact U.S. Bank immediately by calling the 24-hour telephone number (1-800-344-5696). Immediately after reporting the loss to U.S. Bank, you must inform the Program Administrator | Finance Director and your supervisor. It is extremely important to act promptly in the event of a lost or stolen card to avoid City liability for fraudulent transactions.

Reference Column

CITY OF CHATFIELD GENERAL DISBURSEMENT | EXPENSE  
MANAGEMENT PRACTICES (CONT.)

US BANK ONE CARD PROGRAM PRACTICES | PROCEDURES (CONT.)

*US BANK ONE CARD PURCHASING CARD OVERVIEW (CONT.)*

**What if the cardholder is no longer employed by the City?**

The cardholder must turn in the purchasing card to their department head, who is responsible for canceling the card by calling the Program Administrator | Finance Director and returning the card to the System Administrator (supervisors or cardholders should not destroy purchasing cards – cards must be given to the Program Administrator | Finance Director to destroy).

**How are purchases returned?**

If a purchased item is to be returned, follow the supplier or merchants return procedures.

**How do I view purchases / statements online?**

You will need to register for an online account in order to view your statement:

1. Go to <https://access.usbank.com>
2. Click the “Register Online” link
3. When asked your company short name, enter **CHAT**
4. Your account number is the 16 digit number on your credit card
5. Enter the remaining required information
6. Click register this account
7. You will then be asked to create a username (7-12 characters in length) and password (8-20 characters in length with at least one alpha, one numeric, and one symbol). Keep this information in a secure location.
8. Complete the user authentication questions. These will be used to authenticate your account if you forget your User ID or Password.
9. Enter your contact information; use your City information and the City Hall address.
10. You should now be registered to view your account activity online.

To view account activity:

1. Go to <https://access.usbank.com>
2. Enter your information to sign in:
  - a. Organization Short Name: **CHAT**
  - b. User ID and Password will be those that you created when you registered.
3. Once you are signed into your account you will have the option on the right to view your statement.
4. Check your account activity frequently so unauthorized charges can be identified as soon as possible.

Reference Column

CITY OF CHATFIELD GENERAL DISBURSEMENT | EXPENSE  
MANAGEMENT PRACTICES (CONT.)

US BANK ONE CARD PROGRAM PRACTICES | PROCEDURES (CONT.)

*US BANK ONE CARD PURCHASING CARD OVERVIEW (CONT.)*

**Will use affect personal credit?**

Use of the card will not have any impact on the cardholder's personal credit rating.

**What transactions are unauthorized?**

Cards may not be used for excluded categories of goods and services or purchases split to remain under the single transaction dollar limit amount. The issuer provides the City with detailed transaction reports of exceptions by cardholder. These reports list purchases that attempted to exceed the set limits and failed the electronic authorization at the merchant's register. These reports also list purchases with may have been split to avoid dollar control limits. See purchasing policy for detailed information on authorized/unauthorized purchases and purchasing limits.

Per state statute, all purchases by credit card must comply with all statutes, rules or City policies. If a cardholder makes or directs a purchase by credit card that is not approved by the City Council, the employee is personally liable for the amount of the purchase.

**What would cause loss of privileges?**

Failure to comply with the provisions of this user manual may result in-revocation of card privileges. The following are some examples of violations:

- Splitting of charges to avoid the single purchase dollar limit
- Loaning the card to another employee for use
- Failure to submit charges for payment in a timely manner
- Failure to provide itemized receipts for charges
- The second time an inadvertent personal purchase occurs
- The second time the attached receipts do not match the item description or dollar amounts listed on the monthly statement of account

Intentional misuse of the card for personal purchases is considered theft and will be punishable up to and including termination and/or criminal prosecution.

US BANK ONE CARD PROGRAM PRACTICES | PROCEDURES (CONT.)

*US BANK ONE CARD PURCHASING CARD OVERVIEW ACKNOWLEDGEMENT FOR FILE*

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**Acknowledgement**

Cardholder Printed Name: \_\_\_\_\_

I have read the City of Chatfield Purchasing Card System User Manual / Policy. I understand the contents and agree to comply with the said policy.

Cardholder Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Program Administrator Signature: \_\_\_\_\_

## INTERNAL CONTROL TOPIC: RECONCILIATIONS

Reference Column

CITY OF CHATFIELD SEGREGATION OF DUTIES —

No financial transaction shall be handled by only one person from beginning to end.

1. The daily deposits and withdrawals are retrieved from the Root River State Bank on line banking application by the Finance Director. The on line banking transactions are also accessible by the Deputy Clerks and the City Clerk
  - a. The daily ACH deposits are routed to the Assistant Deputy Clerks for receipt processing in fund accounting software.
  - b. The Finance Director, posts and clears deposits and withdrawals daily in Banyon Fund Accounting based on the daily transaction report from Root River State Bank on line banking and is reconciled on a daily cash balance spreadsheet.
2. On the first (or first business day) of the month Bank Statements are retrieved electronically from the on line banking systems. to reconcile the bank accounts using the approved reconciliation spread sheet by the Finance Director. Paper copies are also received in the mail from Root River State Bank in the main office of the City Clerk by the Deputy Clerks and distributed to the Finance Director a few days later.
3. The Finance Director reconciles each bank account by the 5<sup>th</sup> of the month. . In the event it is not possible to reconcile the bank statements in this period of time, the City Clerk **Administrator** should be notified.
4. Daily reconciliation / transaction review includes the following;
  - a. Matching the activity dates and amounts of deposits and withdrawals on the daily transaction report from Root River State Bank online banking transaction report with the corresponding transactions in the Fund Accounting software. Matching receipts are posted and checks / withdrawals are cleared in the Fund Accounting bank reconciliation app and on the Check register with cash balance spreadsheet.
  - b. Outstanding transactions on the bank report or unmatched receipt batches or withdrawals are investigated.



*Reference Column*

INTERNAL CONTROL TOPIC : RECONCILIATIONS (CONT.)

CITY OF CHATFIELD SEGREGATION OF DUTIES –(CONT.)

5. At month end when reconciling the bank accounts, the following items are reviewed:
  - a. A comparison of the monthly totals of amounts of daily deposits and withdrawals as shown on the banks statements with the corresponding transactions in the Fund Accounting software.
  - b. An accounting of the sequence of checks both from month to month and within a month.
  - c. Review check images on the monthly statement for authorized signatures, irregular endorsements and alterations.
  - d. Investigate checks which have been outstanding over six months.
  - e. The completed monthly bank reconciliation spreadsheet along the revenue and expenditure guideline reports are distributed to the City Clerk Administrator from the Finance Director.

## INTERNAL CONTROL TOPIC: PETTY CASH

*Internal control is necessary for petty cash to safeguard the assets of the city and to ensure an appropriate level of fiduciary responsibility by providing guidelines for the use, safekeeping and reporting standards of petty cash funds, while allowing for small purchases or reimbursements to be made from the petty cash funds.*

### SEGREGATION OF DUTIES –

A petty cash fund of \$150.00 is available to City staff to make small purchases or reimbursements, in cash, for items such as postage due, shipping costs, office supplies, etc., using the following guidelines:

1. The **City Clerk** / Deputy Clerk will act as the custodian of the Petty Cash Fund, backed up by the Assistant Deputy Clerk, the Finance Director or City Clerk. The City Clerk staff are the only people to have access to the cash as custodians of the fund.
2. The **City Clerk** / Deputy Clerk maintains primary custody of the petty cash and the Assistant Deputy Clerk is responsible for reconciling the fund on a monthly basis and processing a payables voucher to replenish the fund.
3. The Assistant Deputy Clerk will cash the reimbursement check and validate the balance of the fund when replenishing the funds.
4. The Department Heads and City Council approves all withdrawals from the Petty Cash Fund as part of the accounts payable process by reviewing the Claims Listings. The funds are replenished with a check payable to the City of Chatfield – Petty Cash, signed by the Finance Director and Mayor (two acceptable signatures) and endorsed by the Deputy Clerk.

Note: Use of the petty cash fund is uncommon. The US Bank Card program accommodates most of the transactions that this fund was previously used for.

### ACCOUNTING CONTROLS –

The following guidelines will govern the use and keeping of the Petty Cash:

1. The City Hall Petty Cash will not exceed the amount of \$150.00.
2. The Petty Cash Fund will be kept in a cash box at the front desk.
3. Payment for items costing over \$25 should be made by check rather than reimbursed through petty cash.
4. Withdrawals from the Petty Cash Fund will be made only by completing a Petty Cash Claim Voucher. The voucher must state the date and amount of the withdrawal, the reason the cash was withdrawn, the expenditure account to which the expense should be charged, and the name and signature of the person receiving the cash.
5. Supporting documentation (receipts, invoices) must be attached to each voucher.

6. The Assistant Deputy Clerk will reconcile and replenish the Petty Cash Fund on a monthly basis.
7. No staff member shall be allowed to cash personal checks, including pay checks, in the petty cash or change funds of the city.
8. Under no circumstances shall staff members be permitted to borrow from petty cash or change funds for personal use.

## INTERNAL CONTROL TOPIC: FIXED ASSET MANAGEMENT

### Reference Column

*Internal control is necessary for fixed assets to safeguard the assets of the city and to ensure an appropriate level of fiduciary responsibility by providing guidelines for the use, safekeeping and reporting standards of fixed assets.*

*A Capital Goods policy was adopted September 8, 2008 which establishes \$2,500 / greater than one year life threshold for capitalizing the fixed asset purchases. The recommendation is to increase this threshold to \$5,000 upon the next policy review in January of 2023.*

### ACCOUNTING CONTROLS –

The following guidelines will govern the use and tracking of the City's fixed assets:

1. Each department will maintain a log or database of the fixed assets purchased for their use.
2. The log should contain the following information
  - a. Date of purchase
  - b. Description of item purchased
  - c. Received by donation or purchased
  - d. Cost or fair market value on the date of receipt
  - e. Donor of funding source, if applicable
  - f. Funding source restrictions on use or disposition
  - g. Identification / serial number (if appropriate)
  - h. Items with a cost / value of \$5,000 or greater will be entered in the Fund Accounting Fixed Asset module for depreciation purposes.
  - i. Vendor name and address
  - j. Warranty period
  - k. Inventory tag number (all fixed assets should be tagged with a unique identifying number).
3. At least annually, each department will conduct a physical inspection and inventory should be taken of all fixed assets. Disposition of items need to be reported to the Finance director for removal / disposition from the City's fixed assets.

## INTERNAL CONTROL TOPIC: PAYROLL

### Reference Column

#### SEGREGATION OF DUTIES –

1. The City Clerk **Administrator** is charged with the responsibility of maintaining personnel files on staff persons.
2. Each personnel file should contain the following information, at a minimum.
  - a. Employment application or resume
  - b. Date of employment
  - c. Position, pay rates and changes therein
  - d. Authorization of payroll deductions
  - e. Earnings records for non-active employees
  - f. W-4 Form, withholding authorization
  - g. I-9 Immigration Form
  - h. Termination data, when applicable.
3. All personnel records are to be kept locked in a file cabinet in the City Clerk's **Administrators** office.

#### PAYROLL PREPARATION AND TIMEKEEPING –

1. Timesheets are to be prepared by all staff persons and submitted every two weeks on the Monday following each pay period. Time should be recorded on a daily basis and, if in writing, be completed in ink. Correction fluid should never be used in preparing timesheets. If an error needs to be corrected, a line should be drawn through the item and the corrected information recorded, and initialed by the person who made the correction.
2. Time sheets are to include specific time in / out each morning, lunch period and end of day.
3. Time sheets are to be signed by the staff person and his / her supervisor
4. All approved time sheets should be submitted to the **City Clerk** ~~Deputy Clerk~~ for processing in the Banyon Data Systems Payroll module, recording time worked, sick time used, vacation time used.

The **Deputy Clerk** / Assistant Deputy Clerk routinely process a pay group cycle to retain proficiency and cross training of staff to reduce vulnerabilities for the city.
5. Paychecks are processed by utilizing automatic deposit into the staff persons checking or savings account(s).

## INTERNAL CONTROL TOPIC: COMPUTER SYSTEM BACK UP PROCEDURES

### Reference Column

1. The computer network is routinely backed up according to the Managed IT agreement with Marco for all network drives.
2. Staff is discouraged from saving information to their individual hard drives and if they do so are accountable for creating a back up of these files.
3. Annual backups of the Banyon year end programs are retained on the network files.

## INTERNAL CONTROL TOPIC: ANNUAL CHECKLIST

THE FOLLOWING ITEMS WILL BE ADDRESSED ON AN ANNUAL BASIS —

These policies should **reviewed and distributed to the Personnel Budget committee** in November and **distributed to the City Council & Staff** for review at the annual meeting – (first meeting in January).

- Authorized depositories shall be adopted
- Authorized bank account signers will be reviewed and updated if necessary
  - Root River State Bank;
    - John McBroom – Mayor
    - Paul Novotny – Vice Mayor
    - Michele Peterson – City Administrator
    - Kay Wangen – Finance Director
    - Beth Carlson – City Clerk
    - Desiree Schlichter – Assistant Deputy Clerk
    - Julie Elder – Assistant Deputy Clerk
  - F&M Community Bank;
    - Michele Peterson – City Administrator
    - Kay Wangen – Finance Director
    - Beth Carlson – City Clerk
    - Desiree Schlichter – Assistant Deputy Clerk
  - Northland Securities –
    - Michele Peterson – City Administrator
    - Kay Wangen – Finance Director
    - Beth Carlson – City Clerk
- The meeting schedule for council, boards and committees will be established
- Costs of services will be reviewed and adopted
- Finance & Accounting policies and procedures will be reviewed;
  - Annual Budget Policy
  - Capital Outlay Plan
  - Debt Management Policy
  - Fund Balance Policy
  - Investment Management Policy
  - Accounting Procedures | Practices & Internal Control
- **Certified Copies of Accounting Procedures & Internal Controls Distributed to banks that distribute city funds electronically to pay vendor claims or purchase and sell investments.**
  - Root River State Bank
  - F&M Community Bank
  - Northland Securities
    - **Source: Avoiding Pitfalls MN State Auditor: Electronic Funds Transfers 2023**

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### DOCUMENT REVISION TRACKING

Annual Budget Policy Adopted by City Council September 08, 2008

Expense Management Policy Adopted by City Council May 22, 2017

Purchasing Card (US Bank Card) Policy Adopted by City Council July 22, 2019

Annual Budget Policy Revisions Adopted by City Council August 23, 2021

Adopted by City Council January 09, 2023 – Incorporate Expense Management & Purchasing Card Policy  
Accounting Procedures and Internal Controls – Reviewed January 2024

Certified Copy of Delegation of Authority to disburse funds electronically;

- Root River State Bank
- F&M Community Bank
- Northland Securities

Official City Seal

City Clerk Signature & Date



Approved by City Council December 11, 2023, effective January 1, 2024.

*Below you will find a Table of Contents to help navigate through the model personnel policy. Simply hold the Ctrl button on your keyboard and click on the heading with your mouse to bring you directly to the specific section.*

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## **Article I. INTRODUCTION**

### **Section 1.01 Purpose**

The purpose of these policies is to establish a uniform and equitable system of personnel administration for employees of the city of Chatfield. They should not be construed as contract terms for any city employees. No supervisor or city representative has any authority to enter into any agreement for employment for any specific period of time, or to make any agreement contrary to this provision. Nothing in this Personnel Handbook, or in other city policies which may be communicated to the employee, constitutes a contract of employment for any city employee. 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. These policies supersede all previous personnel policies. As an employee, you are responsible for always complying with current city policy. Except where noted otherwise, the city administrator or his/her designee is charged with ensuring compliance with these personnel policies.

Except as otherwise prohibited by law, the city of Chatfield 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. Only the City Council has the right to alter the “at will” agreement.

### **Section 1.02 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 and contractors
5. Volunteer firefighters, volunteer ambulance personnel and other volunteer employees
6. Members of a collective bargaining unit. Refer to Labor Agreements for the Chatfield Police Department Officers
7. Other employees not regularly employed in a full-time or part-time position

If any specific provisions of the personnel policies conflict with any current agreement or civil service rules, the union agreement or civil service rules will prevail. Union employees are encouraged to consult their collective bargaining agreement first for information about their employment conditions. Nothing in these policies is intended to modify or supersede any applicable provision of state or federal law.

These policies serve as an information guide to help employees become better informed and to make their experience with the city more rewarding. Departments may have special work rules deemed necessary by the supervisor 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 upon hiring and those rules will be further explained, and enforcement discussed with the employee by the immediate supervisor.

### **Section 1.03 EEO Policy Statement**

The city of Chatfield is committed to providing equal opportunity in all areas of employment, including but not limited to recruitment, hiring, demotion, promotion, transfer, selection, lay-off,

disciplinary action, termination, compensation, and selection for training. The city of Chatfield will not discriminate against any employee or job applicant on the basis of race (including traits associated with race, including, but not limited to, hair texture and hair styles such as braids, locs and twists) color, creed, religion, national origin, ancestry, sex, sexual orientation, gender identity, or gender expression, disability, age, marital status, genetic information, status with regard to public assistance, veteran status, familial status, or membership on a local human rights commission or lawful participation in the Minnesota Medical Cannabis Patient Registry.

#### **Section 1.04 Data Practices Advisory**

Employee records are maintained in a location designated by the city administrator. Personnel data is retained in personnel files, finance files, and benefit/medical files. Information is used to administer employee salary and benefit programs, process payroll, complete state and federal reports, document employee performance, etc.

Employees have the right to know 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.

#### **Section 1.05 Media Requests**

All city employees have a responsibility to help communicate accurate and timely information to the public in a professional manner. Requests for private data or information outside of the scope of an individual's job duties should be routed to the appropriate department or to 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.

Except for routine events and basic information readily available to the public, all requests for interviews or information from the media 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, social media postings, and websites. When responding to media requests, employees should follow these steps:

1. If the request is for routine or public information (such as a meeting time or agenda), provide the information and notify the city 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 an employee is unsure if the request is a "routine" question, forward the request to the city administrator. An appropriate response would be, "I am sorry, I do not 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." Then ask the media representative's name, questions, deadline, and contact information.



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

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 be clearly connected to the city and approved by the city administrator.
- Be respectful, professional, and truthful when providing information. In most cases, only factual information (not opinions or editorial comments) should be provided: “The city finished street cleaning on 16 streets in the northwest corner of the city this past week” instead of “The city is doing a great job with street cleaning this year!” Corrections must be issued when needed.
- Generally, not include personal opinions in official city statements. One exception is communications related to promoting a city service. For example, an employee could post the following on the city’s Facebook page: “My family visited Hill Park this weekend and really enjoyed the new band shelter.” Employees who have been approved to use social media sites on behalf of the city should seek assistance from the city administrator on this topic.
- 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 data transmitted or stored may be subject to the Minnesota Government Data Practices Act.

#### **Section 1.06 Personal Communications and Use of social media**

It is important for city employees to remember the personal communications of employees may reflect on the city, especially if employees are commenting on city business or commenting on issues that implicate their city employment. As city representatives, employees share in the responsibility of earning and preserving the public’s trust in the city. An employee’s own personal communications, such as on social media, can have a significant impact on the public’s belief that all city staff will carry out city functions faithfully and impartially and without regard to factors such as race, sex/gender, religion, national origin, disability, sexual orientation, or other protected categories. Nonpersonal communications (performed within one’s job duties) to members of the public must be professional at all times. The following guidelines apply to personal communications, including various forms such as social media (Facebook, Twitter, blogs, YouTube, etc.), letters to the editor of newspapers, and personal endorsements:

- Do not share any private or confidential information you have access to as a result of your city position.
- Any personal communications made on a matter of public concern must not disrupt the efficiency of the city’s operation, including by negatively affecting morale. Put another way, such public comments must not undermine any city department’s ability to effectively serve the public. Disruptive personal communications can include liking or republishing (sharing/retweeting) a social media post of another individual or entity. The City can act on the personal communication that violates this policy without waiting for the actual disruption.
- Remember what you write, or post cannot easily be undone. It may also be spread to a larger audience than you intended. Use common sense when using email or social media sites. It is a good idea to refrain from sending or posting information or photos you would

not want your boss or other employees to read, or you would be embarrassed to see in the newspaper. Keep in mind harassment, bullying, threats of violence, discrimination, or retaliation concerning a co-worker or between co-workers that would not be permissible in the workplace is not permissible online, even if it is done after hours, from home and on home computers.

- The city expects its employees to be fair, courteous, and respectful to supervisors, co-workers, citizens, customers, and other persons associated with the city. Avoid using statements, photographs, video, or audio that reasonably may be viewed as malicious, obscene, threatening or intimidating, disparaging, or might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of sex, race (including traits associated with race, including, but not limited to, hair texture and hairstyles such as braids, locs and twists) national origin, age, color, creed, religion, disability, marital status, familial status, veteran status, sexual orientation, gender identity, or gender expression, status with regard to public assistance or membership or activity in a local human rights commission.
- If you publish something related to city business and there is liable to be confusion whether you are speaking on behalf of the city, it would be best to identify yourself and use a disclaimer such as, "These are my own opinions and do not represent those of the city of Chatfield."
- City resources, working time, or official city positions cannot be used for personal profit or business interests, or to participate in personal political activity. Some examples: a building inspector could not use the city's logo, email, or working time to promote his/her side business as a plumber; a parks employee should not access a park after hours even though he or she may have a key; a clerk, while working at City Hall, should not campaign for a friend who is running for City Council.
- Personal social media account name or email names should not be tied to the city (e.g., (City of Chatfield) Cop).

## **Article II. CITYWIDE WORK RULES & CODE OF CONDUCT**

### **Section 2.01 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 the city of Chatfield. Employees should exhibit conduct that is ethical, professional, responsive, and of standards becoming of a city employee. To achieve this goal, employees must adhere to established policies, rules, and procedures and follow the instructions of their supervisors.

Honesty is an important organizational attribute to our city. Therefore, any intentional misrepresentation of facts or falsification of records, including personnel records, medical records, leaves of absence documentation or the like, will not be tolerated. Further, dishonesty in city positions may preclude workers from effectively performing their essential job duties. As just one example, a police officer with a credibility issue under a Brady/Giglio designation very likely will be excluded from providing testimony for court cases thereby creating an employment strain where an employee cannot effectively perform the essential functions of the job. Any violations will result in corrective action, up to and including termination.

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

- Perform assigned duties to the best of their ability at all times.
- Render prompt and courteous service to the public at all times.
- Read, understand, and comply with the rules and regulations as set forth in these personnel policies as well as those of their departments.
- Conduct themselves professionally toward both residents and staff and respond to inquiries and information requests with patience and every possible courtesy.
- Report any and all unsafe conditions to the immediate supervisor.
- Maintain good attendance while meeting the goals set by an employee's supervisor.
- Approach our organization and operational duties with a positive attitude and constructively support open communication, creativity, dedication, and compassion.

### **Section 2.02 Attendance & Absence**

The operations and standards of service in the city of Chatfield requires employees be at work unless valid reasons warrant absence, or an employee has a position approved to work remotely. In order for a team to function efficiently and effectively, employees must fully understand the goals set for them and the time required to be on the job. Understanding attendance requirements is an essential function of every city position.

Employees who are going to be absent from work are required to notify their supervisor as soon as possible in advance of the absence. In the event of an unexpected absence, employees should call or text their supervisor before the scheduled starting time and keep in mind the following procedures:

- If the supervisor is not available at the time, the employee should leave a message with a telephone number where they can be reached and/or contact any other individual who was designated by the supervisor.
- Failure to use the established reporting process will be grounds for disciplinary action.
- The employee must call the supervisor on each day of an absence extending beyond one (1) day unless arrangements otherwise have been made with the supervisor.
- 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 days. Individual departments may establish more specific reporting procedures.

For budgetary and confidentiality reasons, non-exempt employees (eligible for overtime pay) are not authorized to take work home or work through lunch without prior approval from their supervisor.

### **Section 2.03 Access to and Use of City Property**

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

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

Employees are responsible for the safekeeping and care of all such equipment. The duplication of keys owned by the city is prohibited unless authorized by the city administrator. Any employee found having an unauthorized duplicate key will be subject to disciplinary action.

#### **Section 2.04 Appearance**

Departments 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 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. Dress needs vary by function. Employees who spend a portion of the day in the field need to dress in a professional manner appropriate to their jobs, as determined by their supervisor

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

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

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

Public Works –The Employer will contribute a maximum of \$700 in any one year to include clothing and safety boots as required.

#### **Section 2.05 Conflict of Interest**

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

#### **Section 2.06 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.

#### **Section 2.07 Personal Telephone Calls / Texting / Emailing**

Personal communication calls are to be made or received only when truly necessary (e.g., family, or medical emergency). They are not to interfere with city work and are to be completed as quickly as possible. Any personal long-distance call costs will be paid for by the employee. Please refer to the cell phone policy for information on use of cellular phones.

#### **Section 2.08 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.

#### **Section 2.09 Smoking**

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

### **Article III. DEFINITIONS**

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

#### **Section 3.01 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 supervisor.

#### **Section 3.02 Benefits**

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

#### **Section 3.03 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.

#### **Section 3.04 Core Hours**

The core hours all employees (exempt and non-exempt) are Monday through Friday 8 am to 4:30 pm. Police, fire, and public works employees do not have core hours and work the schedules established by their supervisors.

#### **Section 3.05 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.

**Section 3.06 Direct Deposit**

As permitted by state law, all city employees are required to participate in direct deposit.

**Section 3.07 Employee**

An individual who has successfully completed all stages of the selection process, including the training period.

**Section 3.08 Exempt Employee**

Employees who are not covered by the overtime provisions of the federal or state Fair Labor Standards Act.

**Section 3.09 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 percent for Social Security and 1.45 percent for Medicare. The city contributes a matching 7.65 percent on behalf of each employee. Certain employees are exempt or partially exempt from these withholdings (e.g., police officers). These amounts may change if required by law.

**Section 3.10 Fiscal Year**

The period from Jan. 1 to Dec. 31.

**Section 3.11 Full-Time Employee**

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

**Section 3.12 Hours of Operation**

The city's regular hours of operation are Monday through Friday 8 am to 4:30 pm.

**Section 3.13 Management Employee**

An employee who is responsible for managing a department or division of the city.

**Section 3.14 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.

**Section 3.15 Part-Time Employee**

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

**Section 3.16 Pay Period**

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

**Section 3.17 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.

### **Section 3.18 Promotion**

Movement of an employee from one job class to another within the city, where the maximum salary for the new position is higher than that of the employee's former position.

### **Section 3.19 Reclassify**

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

### **Section 3.20 Seasonal Employee**

Employees who work only part of the year (185 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.

### **Section 3.21 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.

### **Section 3.22 Temporary Employee**

Employees who work in temporary positions. Temporary jobs might have a defined start and end date or may be for the duration of a specific project. Temporary employees may be assigned to work a full-time or part-time schedule. Temporary employees do not earn benefits or credit for seniority.

### **Section 3.23 Training/Probationary Period**

A six-month period at the start of employment with the city (or at the beginning of a promotion, reassignment, or transfer) designated as a period within which to learn the job, unless covered by a collective bargaining agreement stating a different time frame. The training period is an integral extension of the city's selection process and is used by supervisors for closely observing an employee's work.

An employee serving the initial probationary period may be disciplined at the sole discretion of the city, up to and including dismissal. An employee so disciplined, including dismissal, will not have any grievance rights.

Nothing in this policy handbook shall be construed to imply after completion of the probationary period, an employee has any vested interest or property right to continued city employment.

Time served in temporary, seasonal, volunteer, or interim positions are not considered part of the probationary period. If an emergency arises during an employee's probationary period which requires a leave of absence, such time off, if granted, will not be considered as time worked, and the probationary period will be extended by the length of time taken.

### **Section 3.24 Transfer**

Movement of an employee from one city position to another of equivalent pay.

### **Section 3.25 Weapons**

Weapons are defined to include all legal or illegal firearms, switchblade knives, or any other object modified to serve as a weapon or has the primary purpose of serving as a weapon.

### **Section 3.26 Workweek**

A workweek is seven consecutive 24-hour periods. For most employees, the workweek will run from Saturday through the following Friday. With the approval of the city administrator, departments may establish a different workweek based on coverage and service delivery needs (e.g., police department, fire department, parks, and recreation department).

## **Article IV. EMPLOYEE RECRUITMENT & SELECTION**

### **Section 4.01 Scope**

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

### **Section 4.02 Features of the Recruitment System**

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

Application for employment will generally be made online or by application forms provided by the city. Other materials in lieu of a formal application may be accepted in certain recruitment situations as determined by the city administrator or designee. Supplemental questionnaires may be required in certain situations. All candidates must complete and submit the required application materials by the posted deadline, in order to be considered for the position.

The deadline for application may be extended by the city administrator. Unsolicited applications will not be kept on file.

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

### **Section 4.03 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 another appropriate job-related exam. For example:

- Keyboarding exercises for data entry positions.
- Writing exercises for positions requiring writing as part of the job duties.



- “In-basket” exercise for an administrative support position (sets up real-life scenarios and items likely to be given to the position for action and asks the candidate to list and prioritize the steps they would take to complete the tasks).
- Mock presentation to the City Council for a planning director position, for example.
- Scenarios of situations police officers are likely to encounter on the job testing the candidate’s decision-making skills (can be role played or multiple-choice questions).

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

#### **Section 4.04 Pre-Employment Medical Exams**

The city administrator or designee may determine 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 administrator or designee a candidate either is or is not medically able to perform the essential functions of the job, with or without accommodations, and whether the candidate passed a drug and/or alcohol test, if applicable.

If the candidate requires accommodation to perform one or more of the essential functions of the job, the city administrator or designee 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.

#### **Section 4.05 Selection Process**

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

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

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

#### **Section 4.06 Background Checks**

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

#### **Section 4.07 Training/Probationary Period**

The training/probationary period is an integral part of the selection process and will be used for the purpose of closely observing the employee's work and for training the employee in work expectations.

Training periods apply to new hires, transfers, promotions, and rehires. Training periods are six months in duration, but may be extended by, for example, an unpaid leave of absence.

#### **Section 4.08 Performance Appraisals**

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

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

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

### **Article V. ORGANIZATION**

#### **Section 5.01 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, supervisor's title, FLSA status (exempt or non-exempt), primary objective of the position, essential functions of the position, examples of performance criteria, minimum requirements, desirable training and experience, supervisory responsibilities (if any), and extent of supervisory direction or guidance provided to position. In addition, job descriptions may also describe the benefits offered and potential career path opportunities as a means to entice a qualified pool of applicants. 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 supervisor to ensure the job description is an accurate reflection of the position and the stated job qualifications do not present artificial barriers to employment.

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

#### **Section 5.02 Assigning and Scheduling Work**

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

#### **Section 5.03 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.

#### **Section 5.04 Layoff**

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

### **Article VI. HOURS OF WORK**

#### **Section 6.01 Work Hours**

Employee work schedules and opportunities to work remotely will be established by supervisors with the approval of the city administrator. A typical workweek for employees is five eight-hour days in addition to a lunch period, Monday through Friday, except as otherwise approved by the city administrator in accordance with the customs and needs of the individual departments.

The pay period consists of the following:

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

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

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

#### **Section 6.02 Core Hours**

To ensure employee availability and accountability to the public the city serves, all full-time employees (exempt and non-exempt) will typically be at work or available to the public and co-workers Monday through Friday 8 am to 4:30 pm, unless away from the work site for a work-related activity or on approved leave or as approved by the City Administrator.

#### **Section 6.03 Meal Breaks and Rest Periods**

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

#### **Section 6.04 Adverse Weather Conditions**

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

In the event the city closes due to weather or other public emergency, see Article XII: Leaves of Absence section 12.01 for Earned Sick and Safe Leave.

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 supervisor or the city administrator.

## **Article VII. COMPENSATION**

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

Under the Minnesota Wage Disclosure Protection Law, employees have the right to tell any person the amount of their own wages. While the Minnesota Government Data Practices Act (Minn. 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 Minn. Stat. §181.172, subd. 3.

The city cannot retaliate, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for disclosing their 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) 284-5075 or (800) 342-5354.

## **Article VIII. DIRECT DEPOSIT**

### **Section 8.02 Direct Deposit**

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

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

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

### **Section 8.03 Improper Deduction and Overpayment Policy**

If an employee believes that an improper deduction or overpayment, or another type of error, has been made, they should immediately contact their supervisor. If the city determines it has made an improper deduction from a paycheck, it will reimburse the employee for the improper amount deducted and take good faith measures to prevent improper deductions from being made in the future.

In cases of improper overpayments, employees are required to promptly repay the city in the amount of the overpayment. The employee can write a personal check or authorize a reduction in pay to cover the repayment. The city will not reduce an employee's pay without written authorization by the employee. Once the overpayment has been recovered in full, the employee's year to date earnings and taxes will be adjusted (so that the year's Form W-2 is correct) and the paying department will receive the corresponding credit. When an overpayment occurs, the repayment must be made within the same tax year.

In the exceptional situation where the overpayment occurs in one tax year and is not discovered until the next year, the overpayment must be repaid in the year it is discovered, but there will be additional steps and paperwork required. Any overpayments not repaid in full within the calendar year of the overpayment are considered "prior year overpayments" and the employee must repay not only for the net amount of the overpayment, but also the federal and state taxes the city has paid on their behalf. The city is able to recover the overpaid Social Security and Medicare taxes. Accordingly, the city will not require the employee to repay those taxes provided the employee provides a written statement that he/she will not request a refund of the taxes. The overpayment amount will remain taxable in the year of the overpayment since the employee had access to the funds. The employee is not entitled to file an amended tax return for the year but may be entitled to a deduction or credit with respect to the repayment in the year of repayment. Employees should contact their tax advisors for additional information.

#### **Section 8.04 Time Reporting**

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

#### **Section 8.05 Overtime / Compensatory Time**

The city of Chatfield has established this overtime policy to comply with applicable state and federal laws governing accrual and use of overtime. The city 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 others are non-exempt.

#### **Section 8.06 Non-Exempt (Overtime-Eligible) Employees**

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

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

- Pre-authorization may be presumed by employees in emergency situations such as excess snowfall, flood, severe storms, water main breaks, lift stations malfunctions or other similar situations where the immediate response of staff is required to avert endangerment of life, home, or property.
- Compensatory time off must receive prior approval from the immediate supervisor. The supervisor will normally consider workload and the potential for service interruptions when deciding whether it is possible to grant the time off. Compensatory time must be used or paid in cash in the same calendar year in which it is earned. If any compensatory time is remaining at the time of processing the last payroll of the calendar year, the cash value of that compensatory time will be paid to the employee with their regular pay.
- Hourly employees will be compensated at one and one-half (1 ½) times the regular full time employee's regular base pay rate for hours worked in excess of the employee's regularly scheduled shift. Public Works shifts are typically eight hours, and the Police Department shifts are typically 12 hours.
- Overtime hours worked shall be paid either in the form of salary during the pay period in which they were earned or as compensatory time off at the employee's choice. Compensatory time will be earned at a rate of one and one-half (1 ½) times the actual overtime hours worked. Compensatory time may be accumulated to a maximum of Eighty 80 hours for Administration and Public Works / Eight Four (84) hours for PD. Compensatory time will be taken off in the same manner as PTO.
- Overtime will be calculated to the nearest fifteen (15) minutes.
- If an employee is asked to work before or after the 7:00 a.m. – 4:30 p.m. timeframe, and if that work does not result in overtime pay, the hours worked before or after 7:00 a.m. – 4:30 p.m. will be paid at a rate of 1.10 times the regular rate of pay. (For example, if an employee begins plowing snow at 4:00 a.m. and stops working at 12:00 noon, which would be an eight-hour day, the hours worked between 4:00 a.m. and 7:00 a.m. will be paid at a rate that is 10% higher than the employee's regular rate of pay.)
- Call Back Time: If public works staff are called out to respond to a broken water main, sewer back-up or any other such matter, outside of normal working hours, they will be paid a minimum of two hours at their overtime rate of pay.
- Weekend Rounds: In recognition of the fact that at least one public works employee is needed to monitor, and adjust as necessary, the wells and wastewater plant, and to address other minor needs on the weekend, three hours of overtime pay will be paid to the individual assigned to that duty on each Saturday and Sunday. If that person is also assigned to monitor and adjust the municipal swimming pool, another hour will be paid for each visit to the pool, to a maximum of two each day, on Saturday and Sunday while the pool is open. If an employee is assigned to monitor the swimming pool only, that person will be paid one hour for a morning check and one hour for the afternoon check.

### **Section 8.07 Exempt (Non-Overtime-Eligible) Employees**

Exempt employees are expected to work the hours necessary to meet the performance expectations outlined by their supervisors.

Generally, to meet these expectations, and for reasons of public accountability, 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, however, are allowed to flex their schedules, complying with the requirements in the Leave Policy for Exempt Employees

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

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

- The employee is in a position that does not earn PTO or personal leave and is absent for a day or more for personal reasons other than sickness or accident.
- To offset compensation received for military pay. If an employee works part of the week in military service, the city still must pay the entire week salary to the employee, but the city could offset the amount of the military pay for the week against the employee's salary.
- The employee is in a position that earns PTO 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 his/her paid leave.
- The employee is absent for a full work week, and, for whatever reason, the absence is not charged to paid leave (for example, a situation where the employee has exhausted all 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 worked.
- The employee is in a position that earns paid leave and is absent for a partial day due to personal reasons, illness, or injury, but:
  - Paid leave has not been requested or has been denied.
  - Paid leave is exhausted.
  - The employee has specifically requested unpaid leave.
- The employee is suspended without pay for a full day or more for disciplinary reasons for violations of any written policy that is applied to all employees.
- The employee takes unpaid leave under the FMLA.
- The city of Chatfield may, for budgetary reasons, implement a voluntary or involuntary unpaid leave program and, under this program, make deductions from the weekly salary of an exempt employee. In this case, the employee will be treated as non-exempt for any workweek in which the budget-related deductions are made.

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

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



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

#### **Section 8.08 Leave Policy for Exempt Employees**

Exempt employees are required to work the number of hours necessary to fulfill their responsibilities including evening meetings and/or on-call hours. The normal hours of business for exempt staff are Monday through Friday 8 am to 4:30 pm, time for evening meetings may be flexed accordingly.

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

If one of the above employees is regularly absent from work under this policy and it is found there is excessive time away from work that is not justified, the situation will be handled as a performance issue.

If it appears that less than forty 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.

#### **Article IX. PERFORMANCE REVIEWS**

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

During the training/probationary period, informal performance meetings should occur frequently between the supervisor and the employee. Conducting these informal performance meetings provides both the supervisor and the employee the opportunity to discuss what is expected, what is going well and what needs improvement.

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

## **Article X. BENEFITS**

### **Section 10.01 Health**

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

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

- For single coverage: The employer will pay 100% of the premium costs for a single premium.
- For family coverage: The employer will pay the equivalent of a single premium plus half the remainder of the family premium coverage. The remainder of the premium will be deducted from the employee's paycheck.

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

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

#### **Section 10.01.01 Accident**

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

#### **Section 10.01.02 Cancer**

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

#### **Section 10.01.03 Dental**

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

#### **Section 10.01.04 Life**

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

### **Section 10.03 Additional Benefits**

#### **Section 10.03.01 Employee Education & Training**

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

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

- **Job-Related Training & Conferences:** The subject matter of the training session or conference is directly job-related and relevant to the performance of the employee's work responsibilities. Responsibilities outlined in the job description, annual work program requirements and training goals and objectives that have been developed for the employee will be considered in determining if the request is job-related. CLE or similar courses taken by an employee in order to maintain licensing or other professional accreditation will not be eligible for payment under this policy unless the subject matter relates directly to the employee's duties, even though the employee may be required to maintain such licensing or accreditation as a condition of employment with the city. The supervisor and the city administrator are responsible for determining job-relatedness and approving or disapproving training and conference attendance.
- **Job-Related Meetings:** Attendance at professional meetings costing \$150 or less and directly related to the performance of the employee's work responsibilities do not require the approval of the city administrator. Advance supervisor approval is required to ensure adequate department coverage.
- **Training & Conferences:** The request for participation in a training session or conference must be submitted to the employee's supervisor on the appropriate enrollment form. All requests must include an estimate of the total cost (training session, travel, meals, etc.) and a statement of how the education or training is related to the performance of the employee's work responsibilities with the city. Requests totaling more than \$150 must be approved by the employee's supervisor and the city 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 or training or conferences out of state is approved only if the training or conference is not available locally. All requests for out of state travel are reviewed for approval/disapproval by the city administrator.
- **Compensation for Travel & Training Time:** Time spent traveling to and from, as well as time spent attending a training session or conference, will be compensated in accordance with the federal Fair Labor Standards Act. Each day at a conference or training session

will be considered equivalent to a regular day at work, not to exceed the value of eight (8) hours. Travel and other related training expenses will be reimbursed subject to the employee providing necessary receipts and appropriate documentation.

#### **Section 10.03.02 Fitness Center**

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

#### **Section 10.03.03 Holiday Gala**

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

#### **Section 10.03.04 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 supervisor.

#### **Section 10.03.05 Technology Reimbursement**

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

#### **Section 10.03.06 Tuition Reimbursement**

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

The City will pay the cost of tuition upon successful completion (C grade or better; "pass" in a pass/fail course) of the approved course. Reimbursements will be prorated for part-time

employees. The maximum reimbursement per course will be based on an average course cost at the University of Minnesota. Employees may elect to attend a more costly school provided they pay the difference in cost. Employees must reimburse the city if they voluntarily leave employment within twelve (12) months of receiving tuition reimbursement from the city. Tuition reimbursement for an individual employee will not exceed \$2,500 per year. The maximum amount of tuition benefit that will be paid in any one year to all employees will not exceed \$5,000.00.

#### **Section 10.03.07 Reimbursement – Travel/Mileage/Meals**

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

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

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

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

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

#### **Section 10.03.08 Pension / Retirement Benefits**

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

#### **Article XI. HOLIDAYS**

The city observes the following official state holidays for all regular full-time and part-time employees:

New Year's Day, January 1  
Martin Luther King, Jr. Day, third Monday in January  
Presidents Day, the third Monday in February  
Juneteenth, June 19  
Memorial Day, last Monday in May  
Independence Day, July 4  
Labor Day, first Monday in September  
Veterans Day, November 11  
Thanksgiving, the fourth Thursday in November  
Friday after Thanksgiving Day

Christmas Eve Day – Close at Noon  
Christmas Day, December 25  
New Year’s Eve, December 31 – Close at Noon

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

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 closed on holidays.

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

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

When a holiday falls on a day when a full-time police officer or Librarian is not regularly scheduled to work, that employee’s holiday will be considered to be that regularly scheduled workday that is closest to the actual holiday. Regular part-time employees are entitled to pay on a holiday only if they would normally be scheduled to work on the day of the week designated as the holiday and they will be paid only for the number of hours they would have worked. If regular part-time employees scheduled day to work falls on a holiday, the employee will be paid regular pay for that day.

## **Article XII. LEAVES OF ABSENCE**

Depending upon an employee’s situation, more than one form of leave may apply during the same period (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.

### **Section 12.01 Paid Time Off for Full Time Employees**

The PTO Policy applies to all full-time and part-time employees, which means that the employee is regularly scheduled to work 20 hours or more per week. This policy does not apply to volunteers, temporary, contractors, consultants or seasonal (interns) employees. The PTO Policy applies to vacation, personal or family illness, mandated sick time, personal appointments, educational activities, volunteerism, and other personal activities. It does not apply to paid

holidays, bereavement leave, jury duty, or military leave – these forms of time off are all addressed under another policy. The PTO Policy is effective as of January 1, 2024, and replaces all allowances under previous policies for vacation, illness, or personal time as of the specified date.

**Section 12.01.01 Paid Time Off Use**

PTO can be requested in increments as small as .25 hour up to the total amount of the accrued leave balance. PTO leave is to be used only by the employee who accumulated it. It cannot be transferred to another employee.

PTO leave may be used as earned, subject to approval by the department head of the time at which it may be taken.

In accordance with applicable law, employees may take PTO for any of the following purposes:

- Diagnosis, care, or treatment of an existing health condition for an employee or covered family member as defined by the State of Minnesota.
- Preventative care for an employee or an employees covered family member.
- For certain, specified purposes when the employee is a victim of domestic violence, sexual assault, or stalking.
- For vacation, educational activities, volunteerism, personal activities as well as any other purpose required by state law.

Requests for PTO must be received at least forty-eight hours in advance of the requested time off. This notice may be waived at the discretion of the supervisor and city administrator.

**Section 12.01.02 PTO Accrual**

Employees PTO will accrue per month and PTO accruals will begin on the first day of employment and are available upon successfully completing their probationary period. For the purpose of determining an employee’s PTO accrual rate, years of service will include all continuous time that the employee has worked at the city (including authorized unpaid leave). Employees who are rehired after terminating city employment will not receive credit for their prior service unless specifically negotiated at the time of hire.

PTO time is not accrued during periods of unpaid leave, long-term disability leave, or worker’s compensation leave (unless required by law). An employee will not earn any PTO leave for any pay period unless they are employed by the city on the last scheduled workday of the pay period. Further, PTO leave will stop accruing as of the effective date of termination.

Employees hired prior to 01/01/2024 have the following accrual rate:

Completed Years of Service	Total Annual Accrual Days*	Total Annual Accrual Hours	PTO Accrual Hours per Pay Month
0- 5 years	22	176.40	14.70
6-10 years	27	216.00	18.00
11-15 years	29.5	235.92	19.66
16-20 years	32	255.96	21.33
21-25 years	34.5	276.00	23.00
26 and beyond years	37	296.16	24.68

\*Based on an 8-hour workday

Employees hired after 01/01/2024 have the following accrual rate:

Completed Years of Service	Total Annual Accrual Days*	Total Annual Accrual Hours	PTO Accrual Hours per Pay Month
0- 5 years	10	80.4	6.7
6-10 years	16	129.6	10.8
11-15 years	20	159.12	13.26
16-20 years	25	198.36	16.53
21-25 years	30	237.6	19.8
26 and beyond years	32	257.76	21.48

\*Based on an 8-hour workday

The maximum carry over of hours for full-time employees will be as follows, as of:

- December 31, 2023, will be 1280 hours
- December 31, 2024, will be 1200 hours
- December 31, 2025, will be 1120 hours
- December 31, 2026, will be 1040 hours
- December 31, 2027, will be 960 hours
- December 31, 2028, will be 880 hours

Regular part-time employees who work an average of twenty (20) hours per week will accrue PTO at one-half the rate of regular full-time employees and can carry no more than 200 hours of PTO leave. Regular part-time employees who work an average of thirty (30) hours per week will accumulate PTO leave at three-fourths the rate of full-time employees, up to a maximum of 500 hours

#### **Section 12.01.03 PTO Separation Payout**

Full-time employees will be paid accrued, unused PTO, earned through the last date of active employment, subject to applicable caps as noted above, (and applicable taxes withheld) following termination of employment. The rate of pay will be the employee's base rate of pay at the employee's termination date. In the event of the employee's death, earned, unused PTO will be paid to the employee's surviving spouse directly, (if there is not personal representative of the estate appointed) up to statutory limits.

#### **Section 12.01.04 Unpaid Leave**

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

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, PTO leave. Employees who are working reduced hours while on this type of leave will receive holiday pay on a prorated basis and will accrue PTO leave based on actual hours worked. Leave without pay hours will not count toward seniority and all accrued PTO leave and compensatory time must normally be used before an unpaid leave of absence will be approved.



#### **Section 12.01.05 Annual Leave Conversion**

Annual leave will be converted to a cash payment on an hour-for-hour basis annually in accordance with the following conditions. Up to two hundred forty (240) hours, will be converted to cash each year provided the employee has used at least 30% of his/her annual accrual during the current calendar year and has a remaining balance of at least 176 hours.

The minimum balance requirement will be determined as of the first payroll in December. Payment will be based on the employee's regular hourly rate on December 1.

The converted leave will be paid in the second payroll of December with specific dates to be determined by accounting each year. Regular hourly rate for the purpose of this policy is the employee's straight time rate not including overtime, pay differentials, out-of-class adjustments, or any other additions to regular pay.

#### **Section 12.01.06 Retaliation prohibited**

The city shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting Earned Sick and Safe Leave rights, requesting PTO, or pursuing remedies.

#### **Section 12.02 Earned Sick and Safe Leave**

"Earned Sick and Safe Leave" for Fire and Ambulance volunteers, seasonal and temporary employees is paid time off earned at one hour of Earned Sick and Safe for every 30 hours worked, up to a maximum of 48 hours of sick and safe leave per year. The hourly rate of Earned Sick and Safe Leave is the same hourly rate an employee earns from employment with the city. This specific leave applies to all Fire and Ambulance volunteers, temporary and seasonal employees performing work for at least 80 hours in a fiscal year (January – December) for the city.

#### **Section 12.02.01 Earned Sick and Safe Leave Use**

The leave may be used as it is accrued in the smallest increment of time tracked by the city's payroll system .25 hours for the following circumstances:

- An employee's own:
  - Mental or physical illness, injury, or other health condition
  - Need for medical diagnosis, care, or treatment, of a mental or physical illness
  - injury or health condition
  - Need for preventative care
  - Closure of the employee's place of business due to weather or other public emergency
  - The employee's inability to work or telework because the employee is prohibited from working by the city due to health concerns related to the potential transmission of a communicable illness related to a public emergency, or seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and the employee has been exposed to a communicable disease or the city has requested a test or diagnosis.
  - Absence due to domestic abuse, sexual assault, or stalking of the employee provided the absence is to:

- Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking
  - Obtain services from a victim services organization
  - Obtain psychological or other counseling
  - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault, or stalking
  - Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking
- Care of a family member:
  - With mental or physical illness, injury or other health condition Who needs medical diagnosis, care or treatment of a mental or physical illness, injury or other health condition Who needs preventative medical or health care Whose school or place of care has been closed due to weather or other public emergency When it has been determined by health authority or a health care professional that the presence of the family member of the employee in the community would jeopardize the health of others because of the exposure of the family member of the employee to a communicable disease, whether or not the family member has actually contracted the communicable disease
- Absence due to domestic abuse, sexual assault or stalking of the employee's family member provided the absence is to:
  - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking
  - Obtain services from a victim services organization
  - Obtain psychological or other counseling
  - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault, or stalking
  - Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking

**Section 12.02.02 For Earned Sick and Safe Leave purposes, family member includes an employee's:**

- Spouse or registered domestic partner
- Child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in loco parentis
- Sibling, step sibling or foster sibling
- Biological, adoptive, or foster parent, stepparent or a person who stood in loco parentis when the employee was a minor child
- Grandchild, foster grandchild, or step grandchild
- Grandparent or step grandparent
- A child of a sibling of the employee
- A sibling of the parent of the employee or
- A child-in-law or sibling-in-law
- Any of the above family members of a spouse or registered domestic partner

- Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship
- Up to one individual annually designated by the employee

#### **Section 12.02.03 Carry Over of Earned Sick and Safe Leave**

Fire and Ambulance volunteers, seasonal and temporary employees are eligible for carry over accrued but unused Earned Sick and Safe time into the following year, but the total of Earned Sick and Safe Leave carry over hours shall not exceed **80 hours**.

#### **Section 12.02.04 Retaliation prohibited**

The city shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting Earned Sick and Safe Leave rights, requesting an Earned Sick and Safe Leave absence, or pursuing remedies.

#### **Section 12.02.05 Benefits and return to work protections**

An employee returning from time off using accrued Earned Sick and Safe Leave is entitled to return to their city employment at the same rate of pay received when their leave began, plus any automatic pay adjustments that may have occurred during the employee's time off. Seniority during Earned Sick and Safe Leave absences will continue to accrue as if the employee has been continually employed.

When there is a separation from employment with the city and the employee is rehired again within 180 days of separation, previously accrued Earned Sick and Safe Leave that had not been used or paid out will be reinstated. An employee is entitled to use and accrue Earned Sick and Safe Leave at the commencement of reemployment.

#### **Section 12.02.06 Unpaid Earned Sick and Safe Leave**

Fire and Ambulance volunteers, seasonal and temporary employees will be paid accrued, unused sick and safe leave, earned through the last date of active employment, subject to applicable caps as noted above, (and applicable taxes withheld) following termination of employment. The rate of pay will be the employee's base rate of pay at the employee's termination date.

#### **Section 12.03 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 PTO leave balance.

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

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

#### **Section 12.04 Military Leave**

State and federal laws provide protection 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 workdays in any calendar year. City compensation is in addition to the military pay for these 15 days, as per MN Attorney General's Opinion.

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-day paid leave of absence. Employees on extended unpaid military leave will receive fifteen 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 working days in advance of the requested leave. A training notice, signed orders, or battle assembly schedule are examples of typical written notification to share with the city.

If an employee has not yet used his/her fifteen 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 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 PTO leave accruals.

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

#### **Section 12.05 Military Leave for Family Members**

The city will not discharge from employment or take adverse employment action against an employee because an immediate family member is in the military forces of the United States or Minnesota.

Nor will the city discharge from employment or take adverse employment action against an employee because they attend departure or homecoming ceremonies for deploying or returning personnel, family training or readiness events or events held as part of official military reintegration programs. Employees may substitute paid leave if they choose to do so.

Unless the leave would unduly disrupt the operations of the city, employees whose immediate family member, as a member of the United States armed forces has been ordered into active service in support of a war or other national emergency, will be granted an unpaid leave of absence, not to exceed one day's duration in any calendar year, to attend a send-off or homecoming ceremony for the mobilized service member.

#### **Section 12.06 Military Leave for Family Member Injured or Killed in Active Service**

Employees will be granted up to ten working days of unpaid leave whose immediate family member (defined as a person's parent, child, grandparents, siblings, or spouse) is a member of the United States armed forces who has been injured or killed while engaged in active service. The 10 days may be reduced if an employee elects to use appropriate accrued paid leave.

### **Section 12.07 Civil Air Patrol**

The city will grant employees an unpaid leave of absence for time spent serving as a member of the Civil Air Patrol upon request and authority of the State or any of its political subdivisions unless the absence would unduly disrupt the operations of the city. Employees may choose to use PTO leave while on Civil Air Patrol Leave but are not required to do so.

### **Section 12.08 Jury Duty**

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

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

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

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

### **Section 12.09 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.

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

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

### **Section 12.10 Victim or Witness Leave**

An employer must allow a victim or witness, who is subpoenaed or requested by the prosecutor to attend court for the purpose of giving testimony to attend criminal proceedings related to the victim's case. Additionally, a victim of a violent crime, as well as the victim's spouse or immediate family member (immediate family member includes parent, spouse, child, or sibling of the employee) may have reasonable time off from work to attend criminal proceedings related

to the victim's case. An employee must give 48 hours advance notice to the city of their need to be absent unless it is impracticable, or an emergency prevents them from doing so. The city may request verification that supports the employee's reason for being absent from the workplace.

### **Section 12.11 Job Related Injury or Illness**

All employees are required to report any job-related illnesses or injuries to their supervisor immediately (no matter how minor).

If a supervisor is not available and the nature of 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 their supervisor of the action taken. In the case of a serious emergency, 911 should be called.

If the injury is not of an emergency nature, but requires medical attention, the employee will report it to the supervisor and make arrangements for a medical appointment. Workers' compensation benefits and procedures to return to work will be applied according to applicable state and federal laws.

### **Section 12.12 Pregnancy and Parenting Leave**

All employees are entitled to take an unpaid leave of absence under the Pregnancy and Parenting Leave Act of Minnesota. Female employees for prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions as well as a biological or adoptive parent in conjunction with after the birth or adoption of a child as eligible for up to 12 weeks of unpaid leave and must begin within twelve months of the birth or adoption of the child. In the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital. Employee should provide reasonable notice, which is at least 30 days. If the leave must be taken in less than three days, the employee should give as much notice as practicable.

Employees are required to use accrued leave (i.e., PTO leave, compensatory time etc.) during Parenting Leave. If the employee has any FMLA eligibility remaining at the time this leave commences, this leave will also count as FMLA leave. The two leaves will run concurrently. The employee is entitled to return to work in the same position and at the same rate of pay the employee was receiving prior to commencement of the leave.

Group insurance coverage will remain available while the employee is on leave pursuant to the Pregnancy and Parenting Leave Act, but the employee will be responsible for the entire premium unless otherwise provided in this policy (i.e., where leave is also FMLA qualifying).

For employees on an FMLA absence as well, the employer contributions toward insurance benefits will continue during the FMLA leave absence.

Effective July 1, 2023, the city will inform employees of their parental leave rights at the time of hire and when an employee makes an inquiry about or requests parental leave.

An employer shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting parental leave rights or remedies.

### **Section 12.13 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.

#### **Section 12.14 Adoptive Parents**

Adoptive parents will be given the same opportunities for leave as biological parents (see provisions for Parenting Leave).

The leave must be for the purpose of arranging the child's placement or caring for the child after placement. Such leave must begin before or at the time of the child's placement in the adoptive home.

#### **Section 12.15 School Conference Leave**

Effective July 1, 2023, any employee may take unpaid leave for up to a total of sixteen hours during any 12-month period to attend school conferences or classroom activities related to the employee's child (under 18 or under 20 and still attending secondary school), provided the conference or classroom activities cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the city. Employees may choose to use PTO leave hours for this absence but are not required to do so.

#### **Section 12.16 Bone Marrow/Organ Donation Leave**

Employees working an average of 20 or more hours per week may take paid leave, not to exceed 40 hours, unless agreed to by the city, to undergo medical procedures to donate bone marrow or an organ. The 40 hours is over and above the amount of accrued time the employee has earned.

The city may require a physician's verification of the purpose and length of the leave requested to donate bone marrow or an organ. If there is a medical determination that the employee does not qualify as a bone marrow or organ donor, the paid leave of absence granted to the employee prior to that medical determination is not forfeited.

Effective July 1, 2023, an employer shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting bone marrow or organ donation leave rights or remedies.

#### **Section 12.17 Elections / Voting**

An employee selected to serve as an election judge pursuant to Minnesota law, will be allowed time off with pay for purposes of serving as an election judge, provided the employee gives the city at least twenty days written notice, including a certification from the appointing authority stating the hourly compensation to be paid the employee for service as an election judge and the hours during which the employee will serve. The city may reduce the wages of an employee serving as an election judge by the amount paid to the election judge by the appointing authority during the time the employee was absent from the place of employment.

Thus, employees will be paid the difference between their pay as an election judge and their regular rate of pay for their normal workday.

The city reserves the right to restrict the number of employees absent from work for the purpose of serving as an election judge to no more than 20 percent of the total work force at any single worksite.

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 on the election day. Employees wanting to take advantage of such leave are required to work with their supervisors to avoid coverage issues. Effective July 1, 2023, employees may be absent from work for the time necessary to vote to include voting during the period allowed for voting in person before election day.

#### **Section 12.18 Delegates to Party Conventions**

An employee may be absent from work to attend any meeting of the state central committee or executive committee of a major political party if the employee is a member of the committee. The employee may attend any convention of a major political party delegate, including meetings of official convention committees if the employee is a delegate or an alternate delegate to that convention.

Per the statutory requirement, the employee must give at least ten days written notice of their planned absence to attend committee meetings or conventions. Time away from work for this purpose will be considered unpaid unless the employee chooses to use PTO leave during their absence.

#### **Section 12.19 Regular Leave without Pay**

The city administrator may authorize leave without pay for up to thirty days. Leave without pay for greater periods may be granted by the City Council.

Typically, employee benefits will not be earned by an employee while on leave without pay. 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 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, PTO leave (annual leave). Employees who are working reduced hours while on this type of leave will receive holiday pay on a prorated basis and will accrue PTO leave (annual leave) based on actual hours worked.

Leave without pay hours will not count toward seniority and all accrued PTO leave and compensatory time must normally be used before an unpaid leave of absence will be approved. 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.

Employees receiving leave without pay in excess of thirty 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.

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

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

### **Section 12.21 Reasonable Work Time for Nursing Mothers**

Nursing mothers and lactating employees will be provided reasonable paid break times (which may run concurrently with already provided break times) to express milk.

The city will provide a clean, private, and secure 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.

An employer shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting nursing rights or remedies.

### **Section 12.22 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 their job due to a temporary disability, they will notify the supervisor in writing as to the nature and extent of the disability and the reason why they are 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 supervisor 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 or not to assign light duty work to the employee. Although this policy is handled on a case-by-case basis.

If the city offers a light duty assignment to an employee who is out on workers' compensation leave, the employee may be subject to penalties if he/she refuses such work. The city will not, however, 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.

### **Section 12.23 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 without advice of a licensed health care provider or certified doula:

- More frequent or longer restroom, food, and water breaks.
- Seating; and/or
- Limits on lifting over 20 pounds.

Additionally, an employer must provide reasonable accommodations, including, but not limited to, temporary leaves of absence, modification in work schedule or job assignments, seating, more frequent or longer break periods and limits to heavy lifting to an employee for health conditions related to pregnancy or childbirth upon request, with the advice of a licensed health care provider or certified doula, unless the employer demonstrates the accommodation would impose an undue hardship on the operation of the employer's business. In accordance with state law, no employee is required to take a leave of absence for a pregnancy nor accept a pregnancy accommodation.

An employer shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting reasonable accommodations pregnancy rights or remedies.

### **Section 12.24 Athletic Leave of Absence**

An employee who qualifies as a member of the United State team for athletic competition on the world championship, Pan American, or Olympic team in a sport sanctioned by the International Olympic Committee, shall be granted a leave of absence without loss of pay or other benefits for the purpose of preparing for and engaging in the competition. In no event shall the paid leave exceed the period of official training camp and competition combined, or 90 calendar days a year, whichever is less. The employee shall provide documentation establishing their participation on said team and in said event.

## **Article XIII. DIVERSITY, EQUITY, AND INCLUSION**

### **Section 13.01 General**

The city of Chatfield is committed to fostering, cultivating, and preserving a culture of diversity, equity, and inclusion. Our policy is to be welcoming, safe, and equitable to all employees and members of the community. By embracing the diversity of our workforce and community, the city seeks to not only meet, but also exceed, our obligations under federal and state law. The goal

of our policy is for the work environment to be free of harassment, discrimination, and retaliation.

Furthermore, it is our belief that:

- We are more efficient when all are valued and included.
- We are more effective when we leverage our different ideas, backgrounds, and identities.
- We are more responsive when we acknowledge and reflect the identity and experience of our residents and colleagues.

### **Section 13.02 Definitions within this section**

Cultural Competence: the ability to interact effectively across difference. We acknowledge that a 'one size fits all' approach is not effective and actively seek ways to make our services accessible and culturally relevant.

### **Section 13.03 Policy Statement**

It is the city's policy to respect culture and reduce bias in our workplace and service delivery.

The commitment to inclusion, diversity, and equity influences the work that is performed by the city, the workplace environment, relationships between employees, and relationships between the city and community.

While individual employees have their own beliefs and values, performing work on behalf of the city requires upholding cultural competence and respect to ensure work occurs that not only meets, but also exceeds, our obligations under federal and state law.

The city of Chatfield values all diversity and recognizes individual protected-class status as defined under state and federal law and seeks to ensure equal opportunities in all phases of employment. The city expects each employee to cooperate to achieve this goal and personally stand behind the principles as defined within this policy.

All employees of the city are expected to act and perform their work professionally, including respecting cultural differences.

Pursuant to the city's Respectful Workplace Policy discrimination, including harassment, will not be tolerated. Any employee found to have exhibited any inappropriate conduct or behavior may be subject to disciplinary action.

Employees who believe they have been subjected to any kind of discrimination that conflicts with this policy should follow the reporting procedures within the city's Respectful Workplace Policy.

## **Article XIV. SEXUAL HARASSMENT PREVENTION**

### **Section 14.01 General**

The city of Chatfield is committed to creating and maintaining a public service workplace free of harassment and discrimination. Such harassment is a violation of Title VII of the Civil Rights Act of 1964, the Minnesota Human Rights Act, and other related employment laws.

In keeping with this commitment, the city maintains a strict policy prohibiting unlawful harassment, including sexual harassment. This policy prohibits harassment in any form, including verbal and physical harassment. Discriminatory behavior includes inappropriate remarks about, or conduct related to a person's legally protected characteristic such as race, (including traits associated with race, including, but not limited to, hair texture and hair styles such as braids, locs and twists), color, creed, religion, national origin, disability, sex, gender, pregnancy, marital status, age, sexual orientation, gender identity, or gender expression, familial status, or status with regard to public assistance.

This policy statement is intended to make all employees, volunteers, members of boards and commissions, applicants, contractors/vendors, and elected officials and members of the public aware of the matter of harassment, but specifically sexual harassment, to express the city's strong disapproval of harassment, to advise employees against this behavior and to inform them of their rights and obligations. The most effective way to address any sexual harassment issue is to bring it to the attention of management.

#### **Section 14.02 Applicability**

Maintaining a work environment free from harassment is a shared responsibility.

This policy is applicable to all city employees, volunteers, applicants, contractors/vendors, members of boards and commissions, City Council members, and members of the public both in the workplace and other city-sponsored social events.

#### **Section 14.03 Definitions**

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

- Submitting to the conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
- Submitting to or rejecting the conduct is used as the basis for an employment decision affecting an individual's employment; or
- Such conduct has the purpose or result of unreasonably interfering with an individual's work performance or creating 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, making jokes, 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. The harassment policy applies to social media posts, tweets, etc., that are about or may be seen by employees, customers, etc.

- 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.

#### **Section 14.04 Expectations**

The city of Chatfield recognizes the need to educate its employees, volunteers, members of boards and commissions, contractors/ vendors, applicants, elected officials, and members of the public on the subject of sexual harassment and stands committed to providing information and training. All employees are expected to treat each other and the general public with respect and assist in fostering an environment free from offensive behavior or harassment.

Violations of this policy may result in discipline, including possible termination. Each situation will be evaluated on a case-by-case basis.

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

1. A supervisor
2. Your supervisor's supervisor
3. Human Resources
4. City administrator
5. Mayor or city councilmember
6. City Attorney

In addition to notifying one of the above persons and stating the nature of the harassment, the employee is also encouraged to take the following steps if the person feels safe and comfortable doing so. If there is a concern about the possibility of violence, the individual should use his/her discretion to call 911, and/or take other reasonable action, and as soon as feasible, a supervisor.

1. Communicate to the harasser the conduct is unwelcome. Professionally, but firmly, tell whoever is engaging in the disrespectful behavior how you feel about their actions, and request the person to stop the behavior because you feel intimidated, offended, or uncomfortable. If practical, bring a witness with you for this discussion.
2. In some situations, such as with an offender from the public, it is preferable to avoid one on one interactions. Talk to your supervisor about available options to ensure there are others available to help with transactions with an offender.
3. To reiterate, it is important you notify a supervisor, the city administrator, the mayor, or councilmember of your concerns promptly. Any employee who observes sexual harassment or discriminatory behavior, or receives any reliable information about such conduct, must report it promptly to a supervisor or the city administrator. The person to whom you speak is responsible for documenting the issues and for giving you a status report on the matter. If, after what is considered to be a reasonable length of time (for example, 30 days), you believe inadequate action is being taken to resolve your complaint/concern, the next step is to report the incident to the city administrator, the mayor, or the city attorney.

The city urges conduct which is viewed as offensive be reported immediately to allow for corrective action to be taken through education and immediate counseling, if appropriate.

Management takes these complaints seriously and has the obligation to provide an environment free of sexual harassment. The city is obligated to prevent and correct unlawful harassment in a manner which does not abridge the rights of the accused. To accomplish this task, the cooperation of all employees is required.

In the case of a sexual harassment complaint, a supervisor must report the allegations promptly to the city administrator. If the city administrator is the subject of the complaint, then the supervisor is to report the complaint to the City Attorney. A supervisor must act upon such a report even if requested otherwise by the victim. The city will take proportionate corrective action to correct any and all reported harassment to the extent evidence is available to verify the alleged harassment and any related retaliation.

As noted later in this policy, retaliation is strictly prohibited. All allegations will be investigated. Formal investigations will be prompt, impartial, and thorough. Strict confidentiality is not possible in all cases of sexual harassment as the accused has the right to answer charges made against them; particularly if discipline is a possible outcome. Reasonable efforts will be made to respect the confidentiality of the individuals involved, to the extent possible.

Any investigation process will be handled as confidentially as practical and related information will only be shared on a need-to-know basis and in accordance with the Minnesota Government Data Practices Act and/or any other applicable laws.

To facilitate fostering a respectful work environment, all employees are encouraged to respond to questions or to otherwise participate in investigations regarding alleged harassment.

The city is not voluntarily engaging in a dispute resolution process within the meaning of [Minn. Stat. § 363A.28, subd. 3\(b\)](#) by adopting and enforcing this workplace policy.

The filing of a complaint under this policy and any subsequent investigation does not suspend the one-year statute of limitations period under the Minnesota Human Rights Act for bringing a civil action or for filing a charge with the Commissioner of the Department of Human Rights.

#### **Section 14.05 Special Reporting Requirements**

When the supervisor is the alleged harasser, a report will be made to the city administrator who will assume the responsibility for investigation and discipline. For more information about what to do when allegations involve the city administrator, the mayor, or a councilmember, see below.

If the city administrator is the alleged harasser, 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 councilmember is the alleged harasser, 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. The city will take reasonable and timely action, depending on the circumstances of the situation.

If an elected or appointed city official (e.g., council member or commission member) is the victim of disrespectful workplace behavior, the city attorney will be consulted as to the appropriate course of action. In cases such as these, it is common for the city council to authorize an investigation by an independent investigator (consultant). The city will take reasonable and timely action, depending on the circumstances of the situation.

### **Section 14.06 Retaliation**

The city of Chatfield will not tolerate retaliation or intimidation directed towards anyone who reports employment discrimination, serves as a witness, participates in an investigation, and/or takes any other actions protected under federal or state discrimination laws, including when requesting religious or disability accommodation.

Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment. Retaliation is broader than discrimination and includes, but is not limited to, any form of intimidation, reprisal, or harassment.

While each situation is very fact dependent, generally speaking retaliation can include a denial of a promotion, job benefits, or refusal to hire, discipline, negative performance evaluations or transfers to less prestigious or desirable work or work locations because an employee has engaged or may engage in activity in furtherance of EEO laws.

It can also include threats of reassignment, removal of supervisory responsibilities, filing civil action, deportation or other action with immigration authorities, disparagement to others or the media and making false report to government authorities because an employee has engaged or may engage in protected activities. Any individual who retaliates against a person who testifies, assists, or participates in an investigation may be subject to disciplinary action up to and including termination.

If you feel retaliation is occurring within the workplace, please report your concern immediately to any of the following:

1. Immediate supervisor
2. Your supervisor's supervisor
3. City administrator
4. Mayor or City Councilmember
5. In the event an employee feels retaliation has occurred by the city administrator or the City Council, then reporting may be made to the city attorney.

Supervisors who have been approached by employees with claims of retaliation will take the complaint seriously and promptly report the allegations promptly to the city administrator, or if the complaint is against the city administrator to the city attorney, who will decide how to proceed in addressing the complaint.

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.

### **Article XV. RESPECTFUL WORKPLACE POLICY**

The intent of this policy is to provide general guidelines about conduct that is, and is not, appropriate in the workplace and other city-sponsored social events.

The city acknowledges this policy cannot possibly predict all situations that might arise, and also recognizes that some employees can be exposed to disrespectful behavior, and even violence, by the very nature of their jobs.

### **Section 15.01 Applicability**

Maintaining a respectful public service work environment is a shared responsibility. This policy is intended to express to all employees, volunteers, members of boards and commissions, applicants, contractors/vendors, elected officials, and members of the public the expectations by the city of Chatfield for respectful workplace conduct both in the workplace and other city-sponsored social events.

### **Section 15.02 Abusive Customer Behavior**

While the city has a strong commitment to customer service, the city does not expect employees to accept verbal and other abuse from any customer.

An employee may request that a supervisor intervene when a customer is abusive, or the employee may defuse the situation themselves, including professionally ending the contact.

If there is a concern about the possibility of violence, the individual should use his/her discretion to call 911, and as soon as feasible, a supervisor. Employees should leave the area immediately when violence is imminent unless their duties require them to remain (such as police officers). Employees must notify their supervisor about the incident as soon as possible.

### **Section 15.03 Types of Disrespectful Behavior**

The following behaviors are unacceptable and therefore prohibited, even if not unlawful in and of themselves:

**(a) Violent behavior:**

includes the use of physical force, harassment, bullying or intimidation.

**(b) Discriminatory behavior:**

includes inappropriate remarks about or conduct related to a person's legally protected characteristic such as race, color, creed, religion, national origin, disability, sex, gender, pregnancy, marital status, age, sexual orientation, gender identity, or gender expression, familial status, or status with regard to public assistance.

**(c) Offensive behavior:**

may include such actions as: rudeness, angry outbursts, inappropriate humor, vulgar obscenities, name calling, disparaging language, or any other behavior regarded as offensive to a reasonable person based upon violent or discriminatory behavior as listed above. It is not possible to anticipate in this policy every example of offensive behavior.

Accordingly, employees are encouraged to discuss with their fellow employees and supervisor what is regarded as offensive, considering the sensibilities of employees and the possibility of public reaction. Although the standard for how employees treat each other and the general public will be the same throughout the city, there may be differences between work groups about what is appropriate in other circumstances unique to a work group.

If an employee is unsure whether a particular behavior is appropriate, the employee should request clarification from their supervisor or the city administrator.

**(d) 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.
- (e) **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. The harassment policy applies to social media posts, tweets, etc., that are about or may be seen by employees, customers, etc.
  - 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.

**Names and Pronouns:** Every employee will be addressed by a name and by pronouns that correspond to the employee's gender identity. A court-ordered name or gender change is not required.

#### **Section 15.04 Employee Response to Disrespectful Workplace Behavior**

All employees should feel comfortable calling their supervisor or another manager to request assistance should they not feel comfortable with a situation. If situations involve violent behavior call the police, ask the individual to leave the area, and/or take other reasonable action.

If employees see or overhear what they believe is a violation of this policy, employees should advise a supervisor, the city administrator, or city attorney promptly.

Employees who believe disrespectful behavior is occurring are encouraged to deal with the situation in one of the ways listed below. If there is a concern about the possibility of violence, the individual should use his/her discretion to call 911, and as soon as feasible, a supervisor. In the event the disrespectful behavior occurring involves the employee's supervisor, the employee should contact human resources, the supervisor's manager, or the city administrator.

**Step 1(a).** If you feel comfortable doing so, professionally, but firmly, tell whoever is engaging in the disrespectful behavior how you feel about their actions.

Politely request the person to stop the behavior because you feel intimidated, offended, or uncomfortable. If practical, bring a witness with you for this discussion.

**Step 1(b).** If you fear adverse consequences could result from telling the offender or if the matter is not resolved by direct contact, go to your supervisor, human resources, your supervisor's supervisor, or the city administrator. The person to whom you speak is responsible for documenting the issues and for giving you a status report on the matter.

In some situations, such as with an offender from the public it is preferable to avoid one on one interactions. Talk to your supervisor about available options to ensure there are others available to help with transactions with the offender.

**Step 1(c).** The city urges conduct which is viewed as offensive be reported immediately to allow for corrective action to be taken through education and immediate counseling, if appropriate. It is vitally important you notify a supervisor, the city administrator, the mayor, or councilmember of promptly of your concerns promptly. Any employee who observes sexual harassment or discriminatory behavior, or receives any reliable information about such conduct, must report it promptly to a supervisor or the city administrator.

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

#### **Section 15.05 Supervisor's Response to Allegations of Disrespectful Workplace Behavior**

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

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

**Step 1(b).** Supervisors, when talking with the reporting employee will be encouraged to ask him or her what he or she wants to see happen next. When an employee comes forward with a disrespectful workplace complaint, it is important to note the city cannot promise complete confidentiality, due to the need to investigate the issue properly.

However, any investigation process will be handled as confidentially as practical and related information will only be shared on a need-to-know basis and in accordance with the Minnesota Government Data Practices Act and/or any other applicable laws.

**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. Formal investigations will be prompt, impartial, and thorough.

The person being interviewed may have someone of his/her own choosing present during the interview. Typically, 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.

To facilitate fostering a respectful work environment, all employees are encouraged to respond to questions or to otherwise participate in investigations regarding alleged harassment.

**Step 3.** The supervisor must notify the city administrator about the allegations (assuming the allegations do not involve the city administrator). For more information about what to do when allegations involve the city administrator, the mayor, or a councilmember, see “Special Reporting Requirements” below.

**Step 4.** In most cases, as soon as practical after receiving the written or verbal complaint, the alleged policy violator will be informed of the allegations, and the alleged violator will have the opportunity to answer questions and respond to the allegations. The city will follow any other applicable policies or laws in the investigatory process.

**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 and to the extent permitted by the Minnesota Government Data Practices Act.

**Step 7.** The city will take reasonable and timely action, depending on the circumstances of the situation.

The city is not voluntarily engaging in a dispute resolution process within the meaning of [Minn. Stat. § 363A.28, subd. 3\(b\)](#) by adopting and enforcing this workplace policy. The filing of a complaint under this policy and any subsequent investigation does not suspend the one-year statute of limitations period under the Minnesota Human Rights Act for bringing a civil action or for filing a charge with the Commissioner of the Department of Human Rights.

#### **Section 15.06 Special Reporting Requirements**

When the supervisor is perceived to be the cause of a disrespectful workplace behavior incident, a report will be made to the city administrator who will determine how to proceed in addressing the complaint as well as appropriate 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 councilmember 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.

In cases such as these, it is common for the city council to authorize an investigation by an independent investigator (consultant). The independent investigator will report his/her findings to the City Council. The city will take reasonable and timely action, depending on the circumstances of the situation.

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.

If an elected or appointed city official (e.g., council member or commission member) is the victim of disrespectful workplace behavior, the city attorney will be consulted as to the appropriate course of action.

#### **Section 15.07 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).

#### **Section 15.08 Retaliation**

Retaliation is strictly prohibited. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment. Individuals who report harassing conduct, participate in investigations, or take any other actions protected under federal or state employment discrimination laws will not be subject to retaliation.

Retaliation is broader than discrimination and includes, but is not limited to, any form of intimidation, reprisal, or harassment. While each situation is very fact dependent, generally speaking retaliation can include a denial of a promotion, job benefits, or refusal to hire, discipline, negative performance evaluations or transfers to less prestigious or desirable work or work locations because an employee has engaged or may engage in activity in furtherance of EEO laws.

It can also include threats of reassignment, removal of supervisory responsibilities, filing civil action, deportation or other action with immigration authorities, disparagement to others or the media and making false report to government authorities because an employee has engaged or may engage in protected activities.

Any individual who retaliates against a person who testifies, assists, or participates in an investigation may be subject to disciplinary action up to and including termination.

If you feel retaliation is occurring within the workplace, please report your concern immediately to any of the following:

1. Immediate supervisor
2. Your supervisor's manager
3. City administrator
4. Mayor or city councilmember
5. In the event an employee feels retaliation has occurred by the city administrator or the city council, then reporting may be made to the city attorney.

Supervisors who have been approached by employees with claims of retaliation will take the complaint seriously and promptly report the allegations promptly to the city administrator, or if the complaint is against the city administrator to the city attorney, who will decide how to proceed in addressing the complaint.

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.

## **Article XVI. POSSESSION AND USE OF DANGEROUS WEAPONS**

Possession or use of a dangerous weapon (see Article III for definitions) is prohibited on city property, in city vehicles, or in any personal vehicle which is being used for city business. This includes employees with 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.

## **Article XVII. SEPARATION FROM SERVICE**

### **Section 17.01 Resignations**

Employees wishing to leave the city service in good standing must provide a written resignation notice to their supervisor, at least ten working days before leaving.

Exempt employees must give thirty calendar days' notice. The written resignation must state the effective date of the employee's resignation.

Unauthorized absences from work for a period of three consecutive workdays may be considered as resignation without proper notice. Failure to comply with this procedure may be cause for denying the employee's severance pay and any future employment with the city.

### **Section 17.02 Severance Pay**

Employees who leave the employ of the city in good standing by retirement or resignation will receive pay for 100 percent of unused accrued PTO (annual leave).

## **Article XVIII. DISCIPLINE**

### **Section 18.01 General Policy**

Supervisors are responsible for maintaining compliance with city standards of employee conduct. The objective of this policy is to establish a standard disciplinary process for employees of the city of Chatfield. City employees will be subject to disciplinary action for failure to fulfill their

duties and responsibilities at the level required, including observance of work rules and standards of conduct and applicable city policies.

Discipline will be administered in a non-discriminatory manner. An employee who believes that discipline applied was either unjust or disproportionate to the offense committed may pursue a remedy through the grievance procedures established in the city's personnel policies. The supervisor and/or the city administrator will investigate any allegation on which disciplinary action might be based before any disciplinary action is taken.

### **Section 18.02 No Contract Language Established**

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

### **Section 18.03 Process**

The city may elect to use progressive discipline, a system of escalating responses intended to correct the negative behavior rather than to punish the employee.

There may be circumstances that warrant deviation from the suggested order or where progressive discipline is not appropriate. Nothing in these personnel policies implies that any city employee has a contractual right or guarantee (also known as a property right) to the job they perform.

Documentation of disciplinary action taken will be placed in the employee's personnel file with a copy provided to the employee. The following are descriptions of the types of disciplinary actions:

#### **(a) Oral Reprimand**

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

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

#### **(b) Written Reprimand**

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

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

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

**(c) Suspension With or Without Pay**

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

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

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

**(d) Demotion and/or Transfer**

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

**(e) Salary**

An employee's salary increase may be withheld, or the salary may be decreased due to performance deficiencies.

**(f) Dismissal**

The city administrator, with the approval of the City Council, may dismiss an employee for substandard work performance, serious misconduct, or behavior not in keeping with city standards.

If the disciplinary action involves the removal of a qualified veteran, who has completed their initial probationary period, the appropriate hearing notice will be provided, and all rights will be afforded the veteran in accordance with Minnesota law.

**Article XIX. GRIEVANCE PROCEDURE**

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

**Step 1:** The employee must present the grievance in writing, stating the nature of the grievance, the date at which the incident allegedly occurred, the facts on which it is based, the provision or

provisions of the personnel policies allegedly violated, and the remedy requested, to the proper supervisor within twenty-one days after the alleged violation or dispute has occurred. The supervisor will respond to the employee in writing within seven 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 date at which the incident allegedly occurred, 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 days after the supervisor's response is due. The city administrator or their designee will respond to the employee in writing within seven calendar days. The decision of the city administrator is final for all disputes with exception of those specific components in a performance evaluation subject to a challenge through the Minnesota Department of Administration.

### **Section 19.01 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:

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

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

## **Article XXI. OUTSIDE EMPLOYMENT**

The potential for conflicts of interest is lessened when individuals employed by the city of Chatfield regard the city as their primary employment responsibility. All outside employment is to be reported to the employee's immediate supervisor. If a potential conflict exists based on this policy or any other consideration, the supervisor will consult with the city administrator. Any city employee accepting employment in an outside position 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 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 PTO 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 PTO leave from the city for those same hours.
- Departments 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.

## **Article XXII. DRUG FREE WORKPLACE**

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

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

## **Article XXIII. CITY 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 may 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 workday 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.

## **Article XXIV INFORMATION AND TECHNOLOGY POLICY**

- a) **Scope:** Everything included in this policy is subject to the Minnesota Data Practices Act and is the Property of the City of Chatfield
- b) **General Information:** This policy serves to protect the security and integrity of the city of Chatfield's electronic communication and information systems by educating employees about appropriate and safe use of available technology resources. Computers and related equipment used by city employees are the property of the city. The city reserves the right to inspect, without notice, all data, e-mails, settings or any other aspect of a city-owned computer or related system, including personal information created or maintained by an employee. The city shall do so on an as-needed basis as determined by the city Administrator or Department Head. An employee who violates any aspect of this policy may be subject to revocation of certain system privileges or disciplinary action up to and including termination. This policy applies to all users of the city's electronic communication and information system, including but not limited to regular, temporary, and seasonal employees, volunteers, appointed and elected officials.
- c) **Personal Use:** The City recognizes that some personal use of City-owned computers and related equipment has and shall continue to occur. Some controls are necessary, however, to protect the City's equipment and computer network and to prevent abuse of this privilege. Reasonable, incidental personal use of City computers and software (e.g., word processing, spreadsheets, e-mail, Internet, etc.) is allowed but should never preempt or interfere with work use. All use of City computers and software, including personal use, must be consistent with provisions in this policy. Employees shall not connect their own personal tools or equipment to City owned systems (such as digital cameras, disks, or flash drives, etc.), without prior approval the City Technology Officer or Department Head and must follow provided directions for protecting the City's computer network  
Files from appropriate personal use of the City's equipment may be stored on your computer's hard drive, providing the size of all personal files does not create conflict of storage space (guideline 50MB).  
The city may inspect any data or information stored on its equipment or network, even if the information is personal to the employee.  
City equipment or technology shall not be used for personal business interests, for-profit ventures, political activities, or other uses deemed by the city Administrator to be inconsistent with city activities. If there is any question about whether a use is appropriate it should be forwarded to the City Administrator for a determination.  
Only city employees may use city-owned equipment.
- d) **Software, Hardware, Games and Screen Savers:** In general, the City shall provide all software and hardware required for an employee to perform his or her job duties. Requests

for new or different equipment or software should be made to your supervisor. Except as provided below, employees shall not download or install any software on their computer without the prior approval of the City Technology Officer. The city reserves the right to remove any unauthorized programs or software, equipment, downloads, or other resources. Microsoft and Apple clipart and photo files contained on the site [www.microsoft.com](http://www.microsoft.com) or [www.apple.com](http://www.apple.com) may be downloaded by employees without prior approval. Automatic Microsoft or Apple updates may be downloaded without prior approval and should be completed by a user within two days of notice.

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

- e) Internet: The following considerations apply to all uses of the Internet whether business related or personal:

There is no quality control on the Internet. All information found on the Internet should be considered suspect until confirmed by another source.

Employees may not participate in any Internet chat room unless the topic area is related to City business.

The city may monitor any employee's use of the Internet without prior notice, as deemed appropriate by the City Administrator.

Reasonable personal use of the Internet during non-work hours (breaks, lunch hour, before or after work) is permitted. Employees may not at any time access inappropriate sites. Some examples of inappropriate sites include, but are not limited to, adult entertainment, sexually explicit material, or material advocating intolerance of other people, races, or religions, etc. With the exception of the Police Department for use in an investigation. If you are unsure whether a site may include inappropriate information, you should not visit it.

Internet use during work hours should be limited to subjects directly related to job duties.

No software or files may be downloaded from the Internet unless approved in advance by the City Technology Officer. This includes but is not limited to free software or downloads, maps, weather information, toolbars, music or photo files, clipart, screensavers, and games.

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

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

Use common sense and focus primarily on using e-mail for City business. Never transmit an e-mail that you would not want your boss or other employees to read (e.g., avoid gossip, personal information, swearing, etc.)

Use caution or avoid corresponding by e-mail on confidential communications (e.g., letters of reprimand, correspondence with attorneys, medical information, etc.)

Do not open e-mail attachments or links from an unknown sender. Delete junk or "spam" e-mail without opening it if possible. Do not respond to unknown senders.

Do not use harassing language, including sexually harassing language or any other remarks including insensitive language or derogatory, offensive, or insulting comments or jokes in an e-mail.

Do not gossip or include personal information about yourself or others in an e-mail.

Do not curse or use swear words in an e-mail.

- g) Storing and Transferring Documents: Electronic documents, including e-mails and business-related materials created on any employee's home or personal computer for City business, should be stored on the City network in accordance with records retention policies for that department. The following are some general guidelines that may be useful to consider:  
E-mail that is simple correspondence and not on official record of City business should be deleted (from both the "inbox" and "Deleted" box) as soon as possible and should not be retained by employees for more than three months. The City shall not retain e-mails longer than one year on the network or in the network back-ups

E-mail that constitutes an official record of City business must be kept in accordance with all records retention requirements for the department and should be copied to appropriate network files for storage.

City-related documents that an employee creates on his or her home computer or any other computer system should be copied to the City's network files.

Documents or e-mails that may be classified as protected or private information should be stored separately from all other materials.

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

Practice caution transferring required data, documents and information between computer systems stored on a floppy disc, CD-ROM, flash or USB drive, or other storage media.

These items may also be used to transmit computer viruses or other items harmful to the City's computer network.

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

- h) Passwords and Physical Security of Equipment: Employees are responsible for maintaining all computer and media passwords and following these guidelines:

All media addresses and passwords are the property of the City. All are immediately surrendered to the city upon termination or suspension.

Your passwords should not be shared or told to anyone.

Passwords should not be stored in any location on or near the computer. If necessary, store your password in a document or hard copy file that is locked when you are absent from your desk. Do not store it electronically in a palm pilot or cell phone system.

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

- i) Notice of Computer Problems: Employees are responsible for notifying their Department Head or the City Technology Officer about computer problems or odd computer behavior. Employees should err on the side of caution when reporting issues because small problems may indicate a more serious network or computer system issue.
- j) Laptop/Portable Computer /I-Pad Use: It is the responsibility of the employee using a laptop computer or other portable equipment, to keep the equipment in a safe environment, protected to the extent possible from theft or damage. Any portable computer damaged or stolen must be reported immediately to the city. All data collected, stored, processed, or disseminated by City employees on portable computer equipment owned by the city is governed by the Data Privacy Act. Additional software or programs may not be loaded without prior authorization and any copying of software on a portable computer for personal use is prohibited.

## **Article XXV. CELLULAR PHONE USE**

This policy is intended to define acceptable and unacceptable uses of city issued cellular telephones. Its application is to ensure cellular phone usage is consistent with the best interests of the city without unnecessary restriction of employees in the conduct of their duties.

This policy will be implemented to prevent the improper use or abuse of cellular phones and to ensure city employees exercise the highest standards of propriety in their use.

### **Section 24.01 General Policy**

Cellular telephones are intended for the use of city employees in the conduct of their work for the city.

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

- Its use in no way limits the conduct of work of the employee or other employees.
- No personal profit is gained, or outside employment is served.
- All employees are expected to follow applicable local, state, and federal laws and regulations regarding the use of cellphones at all times. Employees whose job responsibilities include regular or occasional driving and who are issued a cellphone for business use are expected to refrain from using their phone while driving. Safety must come before all other concerns. Regardless of the circumstances and in accordance with Minnesota law, employees are required to use hands-free operations or pull off into a parking lot and safely stop the vehicle before placing or accepting a call. Employees are encouraged to refrain from discussion of complicated or emotional matters and to keep their eyes on the road while driving at all times.

Special care should be taken in situations where there is traffic or inclement weather, or the employee is driving in an unfamiliar area. Hands-free equipment will be provided with city-issued phones to facilitate the provisions of this policy.

- Reading/sending text messages, making or receiving phone calls, emailing, video calling, scrolling/typing, accessing a webpage, or using non-navigation applications while driving is strictly prohibited.
  - In accordance with State law, there is an exception to hands free cell phone operations to obtain emergency assistance to report a traffic accident, medical emergency or serious traffic hazard or prevent a crime from being committed.

There is also a state law exception for authorized emergency vehicles while in the performance of official duties.

- Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions. See above “City Driving Policy” for more information on reporting driver’s license restrictions”.

Therefore, the best practice is to limit usage of personal cell phones for city business to that which is truly necessary or be prepared to produce your cell phone and the associated records if needed.

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

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

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

#### **Section 24.02 Procedures**

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

#### **Section 24.03 Responsibility**

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

### **Article XXVI. SAFETY**

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, management 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 supervisor.

**Section 25.01 Reporting Accidents and Illnesses**

Both Minnesota workers' compensation laws and the state and federal Occupational Safety and Health Acts require 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 their supervisor. The employee's immediate supervisor is required to complete a First Report of Injury and any other forms necessary related to an injury or illness on the job.

**Section 25.02 Safety Equipment/Gear**

Where safety equipment is required by federal, state, or local rules and regulations, it is a condition of employment that such equipment be worn by the employee.

**Section 25.03 Unsafe Behavior**

Supervisors 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.



## Data Practices Policy For the Public

Minnesota Statutes, sections 13.025 and 13.03 require this policy.

### Your Right to See Public Data

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The Government Data Practices Act (Minnesota Statutes, Chapter 13) presumes that all government data are public unless a state or federal law says the data are not public. Government data means all recorded information a government entity has, including paper, email, flash drives, CDs, DVDs, photographs, etc.

The law also says that the city of Chatfield must keep all government data in a way that makes it easy for you to access public data. You have the right to look at (inspect), free of charge, all public data that we keep. You also have the right to get copies of public data. The Data Practices Act allows us to charge for copies. You have the right to look at data, free of charge, before deciding to request copies.

### How to Request Public Data

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A written request is required to submit a request. You may make our request by email, fax, or mail. You can ask to look at (inspect) data at our offices, or ask for copies of public data that we keep.

If you do not use the data request form, your request should:

- Say that you are making a request for public data under the Government Data Practices Act (Minnesota Statutes, Chapter 13).
- Include whether you would like to inspect the data, have copies of the data, or both.
- Provide a clear description of the data you would like to inspect or have copied.

You are not required to identify yourself or explain the reason for your data request. However, you may need to provide us with some personal information for practical reasons (for example: if you want us to mail copies to you, you need to provide us with an address or P.O. Box). If we do not understand your request and have no way to contact you, we cannot respond to your request.

### How We Will Respond to Your Data Request

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Upon receiving your request, we will review it.

- We may ask you to clarify what data you are requesting.
- If we do not have the data, we will notify you within 10 business days.



- If we have the data, but we are not allowed to give it to you, we will tell you as soon as reasonably possible and identify the law that prevents us from providing the data.
- If we have the data, and the data are public, we will respond to your request appropriately and promptly, within a reasonable amount of time by doing one of the following:
  - Arrange a date, time, and place for you to inspect the data at our offices; or
  - You may choose to pick up your copies, or we will mail or email them to you. We will provide electronic copies (such as email or CD-ROM) upon request, if we keep the data in that format and we can reasonably make a copy.
  - Response time may be impacted by the size and/or complexity of your request, and also by the number of requests you make in a given period of time.

If you do not understand some of the data (technical terminology, abbreviations, or acronyms), please tell the person who provided the data to you. We will provide you an explanation upon request.

The Data Practices Act does not require us to create or collect new data in response to a data request, or to provide data in a specific form or arrangement if we do not keep the data in that form or arrangement. For example, if the data you request are on paper only, we are not required to create electronic documents to respond to your request. If we agree to create data in response to your request, we will work with you on the details of your request, including cost and response time.

We are also not required to respond to questions that are not about your data requests, or requests for government data.

## Requests for Summary Data

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Summary data are statistical records or reports created by removing identifying information about individuals from entirely private or confidential data.

You may use the data request form on page 4 to request summary data. We will respond to your request within ten business days with the data or details of when the data will be ready and how much we will charge you.

## Data Practices Contacts

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### Responsible Authority

Name: City of Chatfield

Address: 21 Second Street SE, Chatfield, MN 55923

Phone number/fax number: 507-867-3810/ 507-867-9093

**As Responsible Authority, the city of Chatfield orders the following individuals as data practices compliance official and designees.**

### Data Practices Compliance Official

Name: Beth Carlson, City Clerk

Address: 21 Second Street SE, Chatfield, MN 55923

## Data Practices Designee(s)

Name

Address

Phone number/fax number/email address

## Copy Costs – When You Request Public Data

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Minnesota Statutes, section 13.03, subdivision 3(c) allows us to charge for copies. Payment must be made in full prior to receiving the requested information. If possible, and upon request, we will provide you with an estimation of the total cost of supplying copies.

### For 100 or fewer paper copies – 25 cents per page

100 or fewer pages of black and white, letter or legal size paper copies cost 25¢ for a one-sided copy, or 50¢ for a two-sided copy.

### Most other types of copies – actual cost

The charge for most other types of copies, when a charge is not set by statute or rule, is the actual cost of searching for and retrieving the data, and making the copies or electronically sending the data.

In determining the actual cost of making copies, we include employee time, the cost of the materials onto which we are copying the data (paper, CD, DVD, etc.), and mailing costs (if any). If your request is for copies of data that we cannot copy ourselves, such as photographs, we will charge you the actual cost we must pay an outside vendor for the copies.

## Data Request Form – Requesting Public Data

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**Request date:**

**The data I am requesting (Describe the data you are requesting as specifically as possible):**

**I am requesting access to data in the following way:**

- Inspection
- Copies (a charge of .25 per page)
- Both inspection and copies

**Contact information (optional)\***

Name:

phone number:

email address:

address:

**We will respond to your request as soon as reasonably possible.**

\* You do not have to provide any contact information. However, if you want us to mail/email you copies of data, we will need some type of contact information. We also need contact information if we do not understand your request. We will not work on your request until we can clarify it with you.

# Notice of Adoption of Model Policies

[Minnesota Statutes, section 13.025, subdivisions 2 and 3](#), require government entities to prepare written policies that relate to public access to government data, and rights of subjects of data and [Minnesota Statutes, section 13.03, subdivision 2](#), requires entities to establish procedures so that data requests are complied with appropriately and promptly.

[Minnesota Statutes, section 13.073, subd. 6](#), requires the Commissioner of Administration to prepare [model policies and procedures](#) to help government entities comply with those requirements. Entities that choose to adopt the Commissioner's model policies must notify the Commissioner. Please use the following statement to notify the Commissioner if you choose to adopt the model policies and procedures.\*

## Notice to Commissioner of Administration: Adoption of Model Policies

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The city of Chatfield has adopted the Commissioner's Model Policy for the Public and Model Policy for Data Subjects. This notice to the Commissioner satisfies city of Chatfield's obligation under Minnesota Statutes, section 13.073, subdivision 6.

Michele Peterson, City Administrator

December 11, 2023

*\*Government entities may submit this notification by mail or email:*

Commissioner of Administration  
c/o Data Practices Office  
200 Administration Building  
50 Sherburne Avenue  
St. Paul, MN 55155  
[info.dpo@state.mn.us](mailto:info.dpo@state.mn.us)