

CITY OF CHATFIELD COMMON COUNCIL
AGENDA
Council Chambers, Thurber Building, 21 Second Street SE
January 8, 2024, 7:00 P.M

- I. City Council Meeting, Monday, January 8, 2024, 7:00 p.m. City Council Chambers
 - a. Approve Agenda – Additions or Corrections
 - b. Annual Meeting
 - i. Pledge of Allegiance
 - ii. Mayor’s Address
 - iii. Council Election of Vice-Mayor
 - iv. Resolution 2024-01 Approving Appointments to Council Committees, Advisory Boards and Commissions, Attorneys, Depositories and Official Newspaper
 - c. Consent Agenda:
 - i. Approve of minutes December 11, 2023
 - ii. Approve of minutes December 15,2023
 - iii. Approve payment of claims
 - iv. Approve annual RAEDI Investment / Membership
 - v. Olmsted County Agreement for Building Inspections
 - vi. Resolution 2024-02 Authorizing membership in the 4M Fund
 - vii. ABC Contract for 2024
 - viii. Approve use of City Parks by Chatfield Alliance February 3, 2024 – Chillfest
 - ix. Contract for Consulting Services, Seasonal Event Coordinator O’Connor
 - x. Smith Schafer Audit Engagement Letter for 2023 Financials
 - xi. Memorandum of Understanding – LELS for ESST
 - xii. Finance Policy – Second Review
 - d. Approve Liquor and Beer Licenses for 2024 (Contingent on receipt of applications and fees)
 - e. City Engineer’s Report – Craig Britton:
 - i. Ordinance 468 Accessory Building – First Consideration
 - ii. Pay Application #2 – West Chatfield
 - f. Public Works Report – Director Brian Burkholder
 - i. Snowplow Policy
 - g. Mayor’s Report
 - h. City Administrator’s Report – Michele Peterson
 - i. Omnibus Fee Schedule – 469, First Review
 - i. Roundtable
 - j. Adjourn
 - k. Meeting Notices
 - i. Personnel-Budget Committee (Councilors Novotny and Urban) 4:30 p.m., Monday, January 8, 2024.
 - ii. Public Works Committee (Councilors Novotny and Urban) 5:30 p.m., Monday, January 8, 2024.

City of Chatfield

Resolution 2024-01

Mayoral Appointments and Committees 2024

Planning & Zoning Commission	
<u>Three-year Term - No limit</u>	<u>Expires January 31, of:</u>
Kent Whitcomb	2025
Rich Bakken	2025
Jeremy Aug	2026
Wayne Halvorson	2026
	2027
Terry Bradt	2027
Councilor Broadwater	Council Rep**

Economic Development Authority	
<u>Six-year Term</u>	<u>Expires January 31, of:</u>
Sue Keefe	2026
Michael Tuohy	2026
Molly Baum	2025
Randy Paulson	2030
Luke Isensee	2029
Paul Novotny (council rep)	2028
Mike Urban (council rep)	2027

Library Board of Trustees	
<u>Three-year Term - 3 Term Limit</u>	<u>Expires January 31, of:</u>
Mike Speck	2026
Todd Johnson	2026
Ann Halloran	2026
Kathleen Kamnetz	2025
Sandy Sullivan	2025
Karen Greenslade	2025
George Spangler	2027
Debra Collum	2027
Councilor Frank	2027

Cable TV Access board	
<u>Three-year Term - No limit</u>	<u>Expires January 31, of:</u>
Damon Lueck	2026
Lynda Karver	2025
Rick Irish	2025
	2027
Councilor Broadwater	Council Rep**
Bryan Berg	2027

Heritage Preservation Commission	
<u>Three-year Term - No Limit</u>	<u>Expires January 31, of:</u>
Sara Sturgis	2026
	2026
Ruth Ann Lund	2025
Ben Frederichs	2025
Chris Geisen	2025
	2027
Pam Bluhm	2026

Chatfield Center for the Arts	
	<u>Expires January 31, of:</u>
F. Mike Tuohy	NA
Matt Opat	NA
Al Dietz	NA
Michael Martin	NA
John McBroom	NA
Molly Baum	EDA Rep.
Mike Urban	EDA Rep.

Official Depositories	
The Root River State Bank	Northland Securities
F&M Community Bank	LMC 4M Fund

City Attorney	
<u>General Counsel</u>	<u>Prosecuting Attorney</u>
Fred Suhler, Jr.	Lee Novotny

Official Newspaper
The Chatfield News

Councilmember Assignment Summary:		
<u>Paul Novotny</u>	<u>Mike Urban</u>	<u>Josh Broadwater</u>
EDA	EDA	Park & Rec
Personnel – Budget	Center for the Arts	Joint Powers
Joint Powers	Personnel – Budget	Planning & Zoning
Public Works	Public Works	Cable TV Access Board
<u>Pam Bluhm</u>	<u>Dave Frank</u>	
Public Services	Public Services	
HPC	Park & Rec	
Community Education	Library board	

Council Committee Summary:			
Mayor McBroom is an ex-officio member of all committees.			
Community Education (1)	Pam Bluhm		
Joint Powers Board (2)	Paul Novotny		Josh Broadwater
Park & Recreation (2)	Josh Broadwater		Dave Frank
Personnel/Budget (2)	Paul Novotny		Mike Urban
Public Services (2)	Pam Bluhm		Dave Frank
Public Works (2)	Paul Novotny		Mike Urban
Library Board (1)	Dave Frank		
EDA (2)	Paul Novotny		Mike Urban
HPC (1)	Pam Bluhm		
Planning & Zoning (1)	Josh Broadwater		
Cable Access Board (1)	Josh Broadwater		
CCA Advisory Comm. (1)	Mike Urban - Appointed by the EDA		

Approved this 8th day of January 2024.

NOVOTNY LAW OFFICE, LTD.

22 SECOND STREET SE

P.O. BOX 455

CHATFIELD, MINNESOTA 55923

TEL: (507) 867-4080

Lee M. Novotny (#0389227)

FAX: (507) 867-0152

lee@novotnylawoffice.com

PROPOSAL TO THE CITY OF CHATFIELD

CITY PROSECUTOR

**CITY OF CHATFIELD
MINNESOTA**

The Novotny Law Office, Ltd. law firm (hereinafter “the Firm”) was established in March of 2009. The firm was established by attorney Lee Novotny to service the complete legal needs of businesses, residents, and government entities in Olmsted and Fillmore Counties. This firm has served as the City Prosecutor since July 2016. Please consider this proposal for continuing services starting in January 2024.

Proposal outline:

A. Firm/Attorney Qualifications

1. Experience

- a. In March of 2009, Lee Novotny began practicing law in Chatfield representing private clients providing services in multiple practice areas.
- b. In September of 2009, Lee began prosecuting for Fillmore County as an Assistant Fillmore County Attorney. Lee resigned from that position after six years of service to pursue private practice on a full-time basis. Fillmore County Attorney Brett A. Corson is an appropriate person to contact regarding service provided in this position.
- c. Since October 2015, Lee Novotny has been practicing in the Firm on a full-time basis primarily representing clients in Olmsted and Fillmore counties.

2. Legal Services Provider

- a. Lee Novotny will be responsible for fulfilling the obligations as City Prosecutor. Lee is a general practitioner with experience in multiple practice areas, most relevantly including appeals, criminal prosecution and defense, municipal, public and school law, and general litigation. He is a 2008 graduate of the University of Richmond, T.C. Williams School of Law, and is admitted to practice in state courts in the State of Minnesota.
- b. While the occasions are rare, Novotny Law Office, Ltd. maintains relationships with other law firms and attorneys on a conflicts and referral basis and on an independent contractor basis. It is always the practice of Novotny Law Office, Ltd. to seek the approval of our clients before making any arrangements for referrals or before contracting for the provision of additional services should that become necessary for any reason, whatsoever.

B. Fees

1. Monthly flat fee

A monthly flat fee of \$140.00 will be charged. This flat fee is intended to cover periodic office visits and telephone calls from officers.

2. Hourly charges

- a. The hourly rate for services provided by the firm to the City of Chatfield for prosecutions is \$140.00 per hour unless those services are among those provided under the monthly flat fee.
- b. Fees are billed in increments of 1/10 of an hour. There is a minimum charge of 0.1 hours per telephone call, 0.3 hours per letter. Personal conferences are on a straight time basis, with a minimum of 0.1 hours. All services rendered in excess of minimum charges are rounded to the next higher 1/10 of an hour for fee calculation.
- c. Bills for services are prepared to the level of detail, itemization, and frequency (not less frequently than monthly) that the client requests. It is the policy of the Firm that all municipality bills for legal services include a detailed description of work performed, identifies the person providing the service, dates services are provided, time spent, and fees owed for each case, activity, or file.

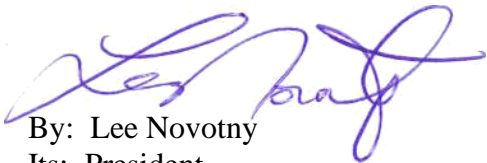
3. Hard Costs

Hard costs incurred by Novotny Law Office, Ltd. on behalf of the City of Chatfield will be billed with the hourly service. Examples of hard costs include, but are not limited to, third party complaint drafting, postage charges, or third party witness charges.

Novotny Law Office, Ltd. stands ready to answer your questions regarding the terms herein and welcomes any further inquiry that you may have in regards thereto.

Respectfully submitted,

Novotny Law Office, Ltd.



By: Lee Novotny
Its: President

NOVOTNY LAW OFFICE, LTD.

22 SECOND STREET SE

P.O. BOX 455

CHATFIELD, MINNESOTA 55923

TEL: (507) 867-4080

Lee M. Novotny (#0389227)

FAX: (507) 867-0152

lee@novotnylawoffice.com

December 15, 2023

City of Chatfield
21 Second Street SE
Chatfield, MN 55923

Re: City of Chatfield Prosecuting Attorney

Ladies and Gentlemen:

This letter states our agreement concerning the legal services which we will provide to the City of Chatfield.

You have hired the law firm of Novotny Law Office, Ltd. as your attorney and legal counsel to perform the duties of City Prosecuting Attorney.

You have the right to end our agreement and take us off the case at any time. You will, however, still owe us any money due at the time you make that decision.

We have promised to work diligently on all cases referred to us for prosecution and to represent the City of Chatfield competently, but you must pay for our services no matter how the cases turn out.

You have promised to pay us \$140 per month for periodic office visits and telephone calls from officers and \$140 per hour for attorney time spent working on your cases. We will charge you for time spent at court hearings, meetings, and conferences involving your cases and for time spent waiting when a hearing, meeting, or conference does not start on time.

In unusual circumstances, we may ask another attorney to help us work on a case. That will be handled on a case-by-case basis.

You have also agreed to reimburse us for any out-of-pocket costs which we pay while working on your case. These types of costs include, for example, court fees, fees to serve process, copying charges, and witness fees.

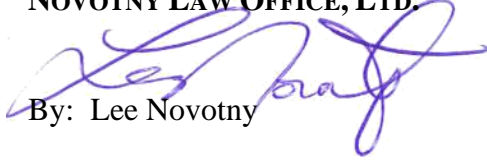
We will bill you approximately once per month.

If you fail to make timely payments, we will have the right to take steps to resign as your prosecuting attorney. However, we agree not to stop working on your cases or to resign as your attorney without first writing to you and offering you an opportunity to resolve the payment problem.

If this letter states our agreement completely and accurately, please sign this original where your name appears, write the date, and return a copy of the letter to me.

Sincerely,

NOVOTNY LAW OFFICE, LTD.


By: Lee Novotny

I have read this letter and received a copy of it. I understand this letter completely and agree to all of the terms and conditions set forth in it.

Dated this _____ day of _____ 2024.

City of Chatfield

By: _____

Its: _____

**CITY OF CHATFIELD
COMMON COUNCIL
MEETING MINUTES**

Monday, December 11, 2023

The Common Council of the City of Chatfield met in regular session on Monday, December 11, 2023. Mayor John McBroom presided and called the regular meeting to order at 7:00 PM

Members Present: Paul Novotny, Josh Broadwater, Mike Urban, John McBroom, Dave Frank, and Pam Bluhm.

Members absent: None.

Note: Councilor Novotny arrived at the meeting at 7:02, after the Truth in Taxation public hearing closed.

Others Present: Desiree Schlichter, Steven Schlichter, Brian Burkholder, Kay Wangen, Shane Fox, Michele Peterson, Fred Suhler Jr., Karen Riesner, Chris Geisen, Craig Britton, Tiffany Howard, and Zac Shoupe.

Consent Agenda

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

1. Approve November 27, 2023 meeting minutes
2. Approve payment of claims

Batch Name	Amount
2023 12FA01	\$281,812.65
2023 12FA01U	\$302,796.28
2023 1123VNDRPR	\$48,619.46
2023 11ADM03	\$16.04
2023 11ADM04	\$656.32
Total	\$ 633,900.75

3. Approve Resolution 2023-15 Establishing Polling Location
4. Taylor - EMT Resignation
5. CCTV Vehicle Disposal
6. Fire Department Resignation - Erickson
7. Resolution 2023-25 Appointing Fire Department Officers for 2024
8. Contract for Consulting Services, Seasonal Event Coordinator Lueck

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

Nays: None

Absent: Councilor: Novotny

Motion carried.

Truth in Taxation for the 2024 Budget Public Hearing

Mayor McBroom called the public hearing to order at 7:01 pm.

City Administrator Peterson presented the guiding principles of the budget, the current proposed tax levy for 2024 is at \$2,588,325 which is an increase of 5.857% over the 2023 levy. Cost drivers and goals that help create the budget were presented as well.

Mayor McBroom closed the public hearing at 7:02 pm.

2024 Fee Schedule

Paul Novotny entered a motion, with a second by Dave Frank, to approve the 2024 Fee Schedule.

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

Nays: None

Motion carried.

Resolution 2023-16 Approving the 2024 Final Tax Levy and Budget

Paul Novotny entered a motion, with a second by Josh Broadwater, to approve 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:

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

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.

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

Nays: None

Motion carried.

Public Hearing for Hilltop Estates Fourth Subdivision Final Plat

Preliminary Plat Resolution 2023-27

Staff is recommending approval of the preliminary and final plat for the Hilltop Estates Fourth Subdivision with conditions.

Mike Urban entered a motion, with a second by Paul Novotny, to adopt 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 4th, 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 4th, 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.

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

Nays: None

Motion carried.

Public Hearing – Final Plat Resolution 2023-28

Mayor McBroom opened the Final Plat public hearing at 7:07 pm.

Most of the concerns that were voiced had to do more with the development agreement not addressing sidewalks. Because one of the conditions listed in the resolution to approve the plat has to do with sidewalks and the developer was not present, some were questioning whether or not to move forward with approval of either the final plat or the development agreement. Time could be a concern; the next meeting does not happen until January and could affect timing of the project.

Tiffany Howard voiced her opinion that it is better to approve the development agreement and amend it later.

Mayor closed the public hearing at 7:20 p.m.

Discussion continued.

Josh Broadwater entered a motion, with a second by Dave Frank, to adopt 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 11th, 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 11th, 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.

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

Nays: None

Motion carried.

Development Agreement

Chatfield Hilltop Estates, LLC submitted an application to plat the Hilltop 4th subdivision near the Elementary school. The final plat was just approved.

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 was 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 agreement and recommends approval. Planning and zoning added conditions to the approval of that plat that should force changes to the agreement.

Paul Novotny entered a motion, with a second by Josh Broadwater, to approve the development agreement for the Hilltop 4th subdivision.

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

Nays: None

Motion carried.

City Engineer's Report

Amendment for Steel Roofing Resolution 2023-29

*****Deviation from the agenda*****

After the city engineer introduced the resolution about steel roofing, the city attorney realized the way the Fee Schedule was handled earlier in the meeting may not be correct. A new motion to recognize the Fee Schedule amendment as a first consideration was introduced.

Josh Broadwater entered a motion, with a second by Paul Novotny, to approve the first consideration of Ordinance 467, an ordinance relating to fees charges 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.

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

Nays: None

Motion carried.

Josh Broadwater entered a motion, with a second by Paul Novotny, to approve 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 4th, 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.

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

Nays: None

Motion carried.

Building Inspection

After interviews with CMS, MnSpec, and Olmsted County, Planning and Zoning is recommending moving forward with a contract with Olmsted County for building code enforcement and inspections.

Dave Frank entered a motion, with a second by Pam Bluhm, to approve contracting with Olmsted County for a building code enforcement and inspection starting in January of 2024.

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

Nays: None

Motion carried.

Pay Application \$5 Griffin Construction

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.

Paul Novotny entered a motion, with a second by Josh Broadwater, to approve Pay Application #5 in the amount of \$110,142.93 to Griffin Construction for work completed on the 2023 Street Improvement Project.

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

Nays: None

Motion carried.

EDA

Memorandum of Understanding – TMO

Resolution 2023-26 to Approve TMO Contract with State of MN

TMO Work Plan

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.

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 and utilize Chatfield as the conduit to access the funding.

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 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.

Paul Novotny entered a motion, with a second by Dave Frank, to approve

1. Resolution 2023-26 a resolution to execute the Agreement for the 2024 Southeast Minnesota Transportation Management Comprehensive Study.
2. The Memorandum of Understanding between the City of Chatfield and the project group.
3. The project scope of work.

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

Nays: None

Motion carried.

New Home Development Assistance Program

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.

The EDA is proposing a pilot new home construction rebate program. 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.

Josh Broadwater entered a motion, with a second by Paul Novotny, to approve the New Home Construction Rebate Pilot Program.

Ayes: Councilors: Novotny, and Broadwater

Nays: Councilors: Urban, Frank, and Bluhm

Motion failed.

Fire Department

Memorandum of Understanding 2024 AFG Grant

Resolution 2023-24 Authorizing Assistance to Firefighters Grant

The Chatfield Field department along with nine other agencies are teaming together to apply for FEMA Grant Funds for new SCBA packs.

Dave Frank entered a motion, with a second by Pam Bluhm, to approve the Memorandum of Understanding for the FEMA Grant and Resolution 2023-24, a Resolution Authorizing the Acceptance of a FY 2023/2024 Federal Emergency Management Agency Assistance to Firefighters Grant.

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

Nays: None

Motion carried.

Equipment Improvement

Staff is recommending using the state aid money for two items.

1. Assuming the FEMA Grant is awarded, the City of Chatfield will owe 10% of the total equipment cost for our SCBA, \$20,000.00.
2. Add a forestry nozzle to the front bumper of the grass rig. This would provide safety for the fire fighters and make the grass rig more effective. Cost, roughly \$20,000.00.

Pam Bluhm entered a motion, with a second by Josh Broadwater, to approve the use of the state aid money as proposed.

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

Nays: None

Motion carried.

Finance Policy – First Review

Minor changes to the Finance Policy are being suggested and will be brought forward for council approval in January at the annual meeting.

Committee Reports

Public Works Committee

Topics included: The Hilltop IV Preliminary & Final Plat, Pay Application #5 from Griffin Construction, Sewer repairs, snowplow policy, UV Repair, Street Sweeper Replacement, Burr Oak Extension, and Mountain Bike Skills Course.

A quote has been received to fix sewer issues on Hwy 52 N near 411 Main St N. Criag Britton, City Engineer has been working with Griffins Construction to formulate a plan. Griffins has quoted \$24,674 to complete the repairs. Britton is also in the process of completing a Mn Dot Permit to do the work needed.

Mike Urban entered a motion, with a second by Pam Bluhm, to accept the quote from Griffins Construction for sewer work in the amount of \$24,674.

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

Nays: None

Motion carried.

Personnel-Budget Committee

Topics included Personnel Policy, 2024 Fee Schedule, 2024 Budget and Tax Levy Final Review, Law Enforcement Grade Consideration, and On-call Policy.

Josh Broadwater entered a motion, with a second by Dave Frank, to approve the Personnel Policy minus Section 12.01.05.

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

Nays: None

Motion carried.

A special meeting will be held to further look at Section 12.01.05 and decide if the financial impact is something the city can move forward with for the 2023 fiscal year.

Mayor's Report

Mayor McBroom commented on the nice weather and the Vikings win.

City Administrator's Report

Data Practices Policy

Mike Urban entered a motion, with a second by Dave Frank, to approve the Data Practices Policy as presented.

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

Nays: None

Motion carried.

Roundtable

Safe and Happy Holidays to all.

Adjourn

Mike Urban entered a motion, with a second by Pam Bluhm, to adjourn at 8:10 pm.

Ayes: None

Nays: None

Motion carried.

/s/Beth M Carlson
City Clerk

**CITY OF CHATFIELD
COMMON COUNCIL
SPECIAL MEETING MINUTES**

Friday, December 15, 2023

The Common Council of the City of Chatfield met in special session on Friday, December 15, 2023. Mayor John McBroom presided and called the meeting to order at 12:00 PM

Members Present: Paul Novotny, Josh Broadwater, Mike Urban, John McBroom, Dave Frank, and Pam Bluhm.

Members absent: None.

Annual Leave Conversion

In an effort to lower existing Vacation and Sick leave balances, staff is asking the Council to consider a one time pay out for 2023. There would be a requirement that employees retain at least a minimum balance of 176 hours and the conversion would be limited to a maximum of 80 hours per employee.

Mike Urban entered a motion, with a second by Josh Broadwater, to Approve an annual leave conversion for staff for a maximum of 80 hours, and a required minimum balance of 176 hours.

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

Nays: None

Motion carried.

Office Hours December 26-29, 2023

Staff is asking to amend office hours for December 26-29,2023. Hours would be:

Tuesday, December 26, 2023: 8 a.m. – 3:00 p.m.

Wednesday, December 27,2023: 8 a.m. – 3:00 p.m.

Thursday, December 28, 2023: 8 a.m. - 3:00 p.m.

Friday, December 29, 2023: 8 a.m. – 12:00 p.m.

Office staff can flex hours or take PTO as desired for the shortened office hours' time.

Paul Novotny entered a motion, with a second by Dave Frank, to Approve the amended office hours as presented.

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

Nays: Councilor: Urban

Motion carried.

2024 Fee Schedule – Second Consideration fpr Ordinance 467

Council would like to add back in camping fees, but remove Shady Oak Park.

Mike Urban entered a motion, with a second by Josh Broadwater, to Approve the ordinance with the following changes: add camping back into the schedule, removing Shady Oak as the camping site.

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

Nays: None

Motion carried.

Paul Novotny entered a motion, with a second by Dave Frank, to Approve publishing of Ordinance 467.

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

Nays: None

Motion carried.

Dave Frank entered a motion, with a second by Pam Bluhm, to adjourn at 12:09 pm.

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

Nays: None

Motion carried.

/s/Beth M Carlson
City Clerk



City of Chatfield
Batch Listing - Unposted Summary
 Current Period: December 2023
 2023 12FA01B

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
CALIBRATIONS AND CONTROLS, INC.						
058767	23845	E 602-49450-404	Sewer (GENERAL)	Repairs/Maint Equipment	\$3,382.10	RPLCD LEL SNSR CLBRTD TSTD
CALIBRATIONS AND CONTROLS, INC.					\$3,382.10	
CHATFIELD PARTS HOUSE						
058768	912380	E 100-43100-210	Street Maintenanc	Operating Expenses	\$24.99	GFCI
	910825	E 601-49400-210	Water Utilities (GE	Operating Expenses	\$8.49	BTTRY
	912133	E 100-43100-210	Street Maintenanc	Operating Expenses	\$148.85	PLW HSE
	911956	E 211-45500-401	Libraries (GENERA	Repairs/Maint Buildings	\$26.99	BLLST
	911324	E 100-43100-212	Street Maintenanc	Vehicle Operating Suppli	\$33.98	DSL EXHST
	911008	E 100-43100-210	Street Maintenanc	Operating Expenses	\$4.98	KYS
	910771	E 602-49450-240	Sewer (GENERAL)	Small Tools and Minor E	\$229.00	GRS GUN
	912380	E 100-41940-210	Municipal Building	Operating Expenses	-\$46.99	EXT CRD
	912380	E 100-41940-210	Municipal Building	Operating Expenses	\$74.99	EXT CRD
	912382	E 100-41940-210	Municipal Building	Operating Expenses	-\$24.99	GFCI
	912382	E 100-41940-210	Municipal Building	Operating Expenses	\$26.99	GFCI
	912369	E 100-43100-210	Street Maintenanc	Operating Expenses	\$30.99	GFCI BOLT
	909635	E 601-49400-210	Water Utilities (GE	Operating Expenses	\$11.99	BTTRY
	909979	E 100-43100-210	Street Maintenanc	Operating Expenses	\$24.90	KEY
	912368	E 100-41940-210	Municipal Building	Operating Expenses	\$46.99	EXT CRD
CHATFIELD PARTS HOUSE					\$622.15	
FREDERICK S. SUHLER, ATTY						
058769	NOV 20	E 100-41100-304	Legislative	Legal Fees	\$600.00	MONTHLY RETAINER - NOV 2023
	NOV 20	E 100-41100-304	Legislative	Legal Fees	\$180.00	ADDITIONAL TASKS - NOV 2023
FREDERICK S. SUHLER, ATTY					\$780.00	
HAMMELL EQUIPMENT						
058770	I16436	E 100-43100-210	Street Maintenanc	Operating Expenses	\$5.78	LOCKNUT
HAMMELL EQUIPMENT					\$5.78	
IDEAL SERVICE, INC.						
058771	12646	E 602-49450-404	Sewer (GENERAL)	Repairs/Maint Equipment	\$185.00	TRBLSHT RW WTR PMP VFD
IDEAL SERVICE, INC.					\$185.00	
MARCO TECHNOLOGIES LLC.						
058772	INV119	E 801-49950-500	IT Shared Compon	Cap. Outlay-GENERAL	\$594.00	MLSTN 1
	INV119	E 801-49950-500	IT Shared Compon	Cap. Outlay-GENERAL	\$220.00	DCMSSN CV-DC1
MARCO TECHNOLOGIES LLC.					\$814.00	
SCHUMACHER ELEVATOR CO						
058773	906005	E 100-41940-403	Municipal Building	Prev. Maint. Agreements	\$206.25	MUNI ELEV MAINT
SCHUMACHER ELEVATOR CO					\$206.25	
2023 12FA01B					\$5,995.28	
					\$5,995.28	

((BatchID] in (19562))



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 2023 1222TIF LStoFC

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
FILLMORE COUNTY AUD / TREAS						
058775	DECERT	E 354-46616-430	Lone Stone TIF	Misc. TRY NOT TO USE	\$193,077.30	0031 DECERT - RTRN EX TIF TO CNTY
FILLMORE COUNTY AUD / TREAS					\$193,077.30	
2023 1222TIF LStoFC					\$193,077.30	
ABILITY BUILDING CENTER						
18702		E 100-41940-302	Municipal Building	Contracted Help	\$923.65	CLEANING-NOV
ABILITY BUILDING CENTER					\$923.65	
AIRGAS						
550372		E 230-42270-210	Ambulance	Operating Expenses	\$172.15	OXYGEN
AIRGAS					\$172.15	
ARAMARK						
256019		E 100-41940-401	Municipal Building	Repairs/Maint Buildings	\$366.32	RUG SERVICE
ARAMARK					\$366.32	
BAKER & TAYLOR BOOKS						
STMNT		E 211-45500-590	Libraries (GENERA	Cap. Outlay-Books	\$390.69	ACCOUNT L6248262
203798		E 211-45500-590	Libraries (GENERA	Cap. Outlay-Books	\$227.48	ACCOUNT L6248262
BAKER & TAYLOR BOOKS					\$618.17	
BLACKSTONE PUBLISHING						
213163		E 211-45500-593	Libraries (GENERA	Cap. Outlay-Non Print M	\$36.00	CUSTOMER ID 168011
BLACKSTONE PUBLISHING					\$36.00	
BROWNELLS, INC.						
202341		E 100-42110-240	Police Administrati	Small Tools and Minor E	\$12.49	BFFR RTNER
BROWNELLS, INC.					\$12.49	
CANON FINANCIAL SERVICES, INC.						
317547		E 211-45500-594	Libraries (GENERA	Repairs/Maint Equipment	\$108.44	832780-1 COLOR COPIER
CANON FINANCIAL SERVICES, INC.					\$108.44	
CENGAGE LEARNING						
830085		E 211-45500-590	Libraries (GENERA	Cap. Outlay-Books	\$15.39	ACCT 23762978
CENGAGE LEARNING					\$15.39	
CENTER POINT LARGE PRINT						
205830		E 211-45500-590	Libraries (GENERA	Cap. Outlay-Books	\$560.88	FCTN SRS
CENTER POINT LARGE PRINT					\$560.88	
CENTURYLINK-TELE						
12/01/2		E 100-41500-321	City Clerk	Telephone	\$21.14	1500 1/5 DID LINES
12/01/2		E 100-43100-321	Street Maintenanc	Telephone	\$130.25	612 E10-0825 1/5 NEW CIRCUIT
12/01/2		E 100-41500-321	City Clerk	Telephone	\$130.24	612 E10-0825 1/5 NEW CIRCUIT
12/01/2		E 601-49400-321	Water Utilities (GE	Telephone	\$130.24	612 E10-0825 1/5 NEW CIRCUIT
12/01/2		E 100-42110-321	Police Administrati	Telephone	\$130.24	612 E10-0825 1/5 NEW CIRCUIT
12/01/2		E 230-42270-321	Ambulance	Telephone	\$21.14	1500 1/5 DID LINES
12/01/2		E 230-42270-321	Ambulance	Telephone	\$130.24	612 E10-0825 1/5 NEW CIRCUIT
12/01/2		E 211-45500-321	Libraries (GENERA	Telephone	\$82.15	3480 LIBRARY
12/01/2		E 100-43100-321	Street Maintenanc	Telephone	\$21.14	1500 1/5 DID LINES
12/01/2		E 100-46630-321	Community Dev -	Telephone	\$156.92	3966 TOUR CENTER
12/01/2		E 100-42110-321	Police Administrati	Telephone	\$21.14	1500 1/5 DID LINES
12/01/2		E 601-49400-321	Water Utilities (GE	Telephone	\$21.14	1500 1/5 DID LINES
12/01/2		E 211-45500-321	Libraries (GENERA	Telephone	\$101.30	2911 LIBRARY ELEVATOR



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Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
CENTURYLINK-TELE					\$1,097.28	
CHATFIELD LUMBER OF EYOTA						
119074	E 601-49400-210	Water Utilities (GE	Operating Expenses		\$137.06	6X9 PENTA POST,4X4 RED PINE
CHATFIELD LUMBER OF EYOTA					\$137.06	
CMS						
804-23	E 100-42400-440	Building Inspectio	Building Inspections		\$1,256.88	INSPECTIONS
804-23	E 100-42400-441	Building Inspectio	Plan Review		\$119.60	PLAN REVIEW
CMS					\$1,376.48	
DEMCO						
740490	E 211-45500-200	Libraries (GENERA	Office Supplies (GENERA		\$173.88	CD LBL
DEMCO					\$173.88	
DSG						
S10333	E 601-49400-404	Water Utilities (GE	Repairs/Maint Equipment		\$498.45	2 ANGLE BALL FNPT X FLANGE
S10333	E 601-49400-404	Water Utilities (GE	Repairs/Maint Equipment		\$33.45	2 BRONZE ADAPTER
DSG					\$531.90	
DVS RENEWAL						
142970	E 100-43100-435	Street Maintenanc	Licences, Permits and Fe		\$20.25	90 FORD PLATE 142970 FLUSHER
932374	E 100-43100-435	Street Maintenanc	Licences, Permits and Fe		\$20.25	12 INTL 70S PLATE 932374 DUMP
969051	E 100-45200-435	Parks (GENERAL)	Licences, Permits and Fe		\$20.25	22 FORD F350 PLATE 969051
942434	E 100-43100-435	Street Maintenanc	Licences, Permits and Fe		\$20.25	06 FORD PLATE 942434 BUCKET TR
975585	E 601-49400-435	Water Utilities (GE	Licences, Permits and Fe		\$20.25	21 FORD F150 PLATE 975585
966981	E 100-41500-435	City Clerk	Licences, Permits and Fe		\$20.25	19 FORD XPL PLATE 966981 CITY CAR
969164	E 100-43100-435	Street Maintenanc	Licences, Permits and Fe		\$20.25	21 FRHT 114SD PLATE 969164 PLOW
973206	E 100-43100-435	Street Maintenanc	Licences, Permits and Fe		\$20.25	22 FORD F350 PLATE 973206
968576	E 602-49450-435	Sewer (GENERAL)	Licences, Permits and Fe		\$20.25	22 CHEV SLVRDO PLATE 968576
969055	E 602-49450-435	Sewer (GENERAL)	Licences, Permits and Fe		\$20.25	05 INTL 7000 PLATE 969055
DVS RENEWAL					\$202.50	
EO JOHNSON, BUSINESS TECH.						
INV145	E 240-46500-404	Economic Dev (GE	Repairs/Maint Equipment		\$1.80	#56246 NETWORK L9124 MP C4503
INV145	E 601-49400-404	Water Utilities (GE	Repairs/Maint Equipment		\$45.65	#56246 NETWORK L9124 MP C4503
INV145	E 230-42270-404	Ambulance	Repairs/Maint Equipment		\$87.15	#56246 NETWORK L9124 MP C4503
INV145	E 100-42110-404	Police Administrati	Repairs/Maint Equipment		\$45.65	#56246 NETWORK L9124 MP C4503
INV145	E 100-41500-404	City Clerk	Repairs/Maint Equipment		\$95.45	#56246 NETWORK L9124 MP C4503
INV145	E 100-42110-404	Police Administrati	Repairs/Maint Equipment		\$48.00	#46719-01 POLICE L7545
INV145	E 602-49450-404	Sewer (GENERAL)	Repairs/Maint Equipment		\$45.65	#56246 NETWORK L9124 MP C4503
INV145	E 603-49500-404	Refuse/Garbage (	Repairs/Maint Equipment		\$45.65	#56246 NETWORK L9124 MP C4503
INV145	E 100-41910-404	Planning and Zoni	Repairs/Maint Equipment		\$24.90	#56246 NETWORK L9124 MP C4503
INV145	E 100-41500-404	City Clerk	Repairs/Maint Equipment		\$6.94	#56246 NETWORK L9124 MP C4503
INV145	E 601-49400-404	Water Utilities (GE	Repairs/Maint Equipment		\$3.32	#56246 NETWORK L9124 MP C4503
INV145	E 602-49450-404	Sewer (GENERAL)	Repairs/Maint Equipment		\$3.32	#56246 NETWORK L9124 MP C4503
INV145	E 603-49500-404	Refuse/Garbage (	Repairs/Maint Equipment		\$3.32	#56246 NETWORK L9124 MP C4503
INV145	E 240-46500-404	Economic Dev (GE	Repairs/Maint Equipment		\$24.90	#56246 NETWORK L9124 MP C4503
INV145	E 100-42110-404	Police Administrati	Repairs/Maint Equipment		\$3.32	#56246 NETWORK L9124 MP C4503
INV145	E 230-42270-404	Ambulance	Repairs/Maint Equipment		\$6.34	#56246 NETWORK L9124 MP C4503
INV145	E 100-41910-404	Planning and Zoni	Repairs/Maint Equipment		\$1.81	#56246 NETWORK L9124 MP C4503
EO JOHNSON, BUSINESS TECH.					\$493.17	
FILLMORE COUNTY AUD / TREAS						
EM-DEC	E 100-41500-310	City Clerk	Other Professional Servic		\$50.00	NEW SPCL ASSMT - 2023DLQNT UT P



City of Chatfield
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Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
FILLMORE COUNTY AUD / TREAS					\$50.00	
FILLMORE COUNTY RECORDER						
GRNPR	E	100-41100-312	Legislative	Recording Fees	\$46.00	DSGNT GRN PARK FOR PBLC OUTDOO
FILLMORE COUNTY RECORDER					\$46.00	
FIRE SAFETY USA, INC						
180519	E	230-42270-152	Ambulance	Clothing	\$195.00	SPIEWAK PSPF SK
180654	E	220-42280-152	Fire Department *	Clothing	\$195.00	SPIEWAK
180517	E	230-42270-152	Ambulance	Clothing	\$195.00	SPIWAK PSPF CW
FIRE SAFETY USA, INC					\$585.00	
GRIFFIN CONSTRUCTION						
10961	E	423-43200-500	Construction Fund	Cap. Outlay-GENERAL	\$11,634.10	BENNET STRT STRM RPR-2023
10954	E	423-43200-500	Construction Fund	Cap. Outlay-GENERAL	\$5,551.57	SWR/STRM RESTORATION - WWTP 20
GRIFFIN CONSTRUCTION					\$17,185.67	
H&L MESABI						
12879	E	100-43100-210	Street Maintenanc	Operating Expenses	\$79.60	JOMA CLAMP BAR
H&L MESABI					\$79.60	
HAMMELL EQUIPMENT						
WO564	E	220-42280-404	Fire Department *	Repairs/Maint Equipment	\$82.45	CLTCH ON STMPD
HAMMELL EQUIPMENT					\$82.45	
HAWKINS, INC.						
664628	E	601-49400-210	Water Utilities (GE	Operating Expenses	\$40.00	WATER SUPPLY CHEMICALS
665056	E	601-49400-210	Water Utilities (GE	Operating Expenses	\$625.30	WATER SUPPLY CHEMICALS
HAWKINS, INC.					\$665.30	
J&S REPAIR						
CJ4857	E	100-45200-404	Parks (GENERAL)	Repairs/Maint Equipment	\$351.37	BLT OIL FLTR
EJ0407	E	801-45200-500	Parks (GENERAL)	Cap. Outlay-GENERAL	-\$31,250.00	PK70 JD 1600 SEMA TIN
EJ0407	E	801-45200-500	Parks (GENERAL)	Cap. Outlay-GENERAL	\$62,045.00	PK85 VENTRAC #AR08475 TRCTR BR
J&S REPAIR					\$31,146.37	
KIESLER POLICE SUPPLY						
IN2280	E	100-42110-153	Police Administrati	Uniform Allowance	\$6.44	LDR
IN2280	E	100-42110-153	Police Administrati	Uniform Allowance	\$12.89	MGZN PLT
KIESLER POLICE SUPPLY					\$19.33	
LHB, INC.						
200442	E	454-43200-310	Construction Fund	Other Professional Servic	\$1,755.00	PROJECT 200442.00 CCA - PHASE 2
200442	R	454-43200-3920	Construction Fund		-\$1,755.00	RES 2023-22 CNSTRCT FND SHRTG
200442	E	100-41000-700	General Revenue	Transfers (GENERAL) 70	\$1,755.00	RES 2023-22 CNSTRCT FND SHRTG
LHB, INC.					\$1,755.00	
LOFFLER						
454282	E	211-45500-404	Libraries (GENERA	Repairs/Maint Equipment	\$28.88	CANON DXC3725I OVERAGE CHARGE
LOFFLER					\$28.88	
MAIN STREET PROPERTIES, LLP						
CK7515	R	356-46600-3956	TIF District-FC		\$7,169.87	RFND \$15,000 DPST BALANCE (\$5730.
MAIN STREET PROPERTIES, LLP					\$7,169.87	
MARCO TECHNOLOGIES LLC.						
INV119	E	601-49400-435	Water Utilities (GE	Licences, Permits and Fe	\$20.00	1 WTR BUS PREM
INV119	E	100-41100-435	Legislative	Licences, Permits and Fe	\$60.00	6 LEG EXCHANGE ON LIN P1 & ACTIV



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Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
	INV119	E 100-45200-435	Parks (GENERAL)	Licences, Permits and Fe	\$20.00	1 PARKS BUS PREM
	INV119	E 100-41910-435	Planning and Zoni	Licences, Permits and Fe	\$10.00	1 PLNG DEPT EXCHANGE ON LINE + A
	INV119	E 100-41500-435	City Clerk	Licences, Permits and Fe	\$110.00	5 MS BUS PREM & 1 VM EXCH + ACTI
	INV119	E 100-45124-435	Swimming Pools -	Licences, Permits and Fe	\$10.00	1 POOL EXCHANGE ON LINE + ACTIVE
	INV119	E 100-42110-435	Police Administrati	Licences, Permits and Fe	\$200.00	10 PD MS BUS PREM
	INV119	E 240-46500-403	Economic Dev (GE	Prev. Maint. Agreements	\$201.86	MIT ALLOC - 5%
	INV119	E 602-49450-403	Sewer (GENERAL)	Prev. Maint. Agreements	\$403.73	MIT ALLOC - 10%
	INV119	E 601-49400-403	Water Utilities (GE	Prev. Maint. Agreements	\$403.73	MIT ALLOC - 10%
	INV119	E 603-49500-403	Refuse/Garbage (	Prev. Maint. Agreements	\$403.73	MIT ALLOC - 10%
	INV119	E 230-42270-403	Ambulance	Prev. Maint. Agreements	\$807.46	MIT ALLOC - 20%
	INV119	E 230-42270-435	Ambulance	Licences, Permits and Fe	\$40.00	2 AMB BUS PREM
	INV119	E 220-42280-435	Fire Department *	Licences, Permits and Fe	\$20.00	1 FD BUS PREM
	INV119	E 100-41500-403	City Clerk	Prev. Maint. Agreements	\$807.46	MIT ALLOC - 20%
	INV119	E 100-42110-403	Police Administrati	Prev. Maint. Agreements	\$807.46	MIT ALLOC - 20%
	INV119	E 801-42110-240	Police Administrati	Small Tools and Minor E	\$375.00	TRBLSHT VPN INTNT RDNDNCY
	INV119	E 100-41910-403	Planning and Zoni	Prev. Maint. Agreements	\$201.86	MIT ALLOC - 5%
	INV119	E 100-43100-435	Street Maintenanc	Licences, Permits and Fe	\$20.00	1 MS BUS PREM
	INV119	E 240-46500-435	Economic Dev (GE	Licences, Permits and Fe	\$10.00	1 EDA EXCHANGE ON LINE + ACTIVE
	INV119	E 602-49450-435	Sewer (GENERAL)	Licences, Permits and Fe	\$40.00	2 WW BUS PREM
MARCO TECHNOLOGIES LLC.					<u>\$4,972.29</u>	
MAYO CLINIC						
	23-117	E 230-42270-415	Ambulance	Medical Services	\$330.26	PARAMEDIC INTERCEPT
MAYO CLINIC					<u>\$330.26</u>	
MED COMPASS						
	44511	E 220-42280-171	Fire Department *	Innoculations	\$2,020.00	SCBA MED EXAM & FIT TEST
MED COMPASS					<u>\$2,020.00</u>	
METERING & TECHNOLOGY SOLUTION						
	INV391	E 602-49450-500	Sewer (GENERAL)	Cap. Outlay-GENERAL	\$73.17	50% JB BLDG METER PARTS
	INV391	E 601-49400-500	Water Utilities (GE	Cap. Outlay-GENERAL	\$73.16	50% JB BLDG METER PARTS
METERING & TECHNOLOGY SOLUTION					<u>\$146.33</u>	
MIENERGY COOPERATIVE						
	12/07/2	E 602-49450-380	Sewer (GENERAL)	Utility Services (GENERA	\$39.77	333119004|85007649|STALB LS
	12/07/2	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$35.74	333119001|8500759501|52 SIGN
	12/07/2	E 601-49400-380	Water Utilities (GE	Utility Services (GENERA	\$305.00	333119003|85007624|JOHNST WELL
	12/07/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$410.00	333119005|85010070|HSD STLGHTS
	12/07/2	E 601-49400-380	Water Utilities (GE	Utility Services (GENERA	\$505.05	333119002|85007612|HSD BS
MIENERGY COOPERATIVE					<u>\$1,295.56</u>	
NEW LINE MECHANICAL						
	23155	E 250-46630-404	Community Dev -	Repairs/Maint Equipment	\$3,150.00	ANNL PM CCA BLRS
NEW LINE MECHANICAL					<u>\$3,150.00</u>	
OLSON TREE AND LANDSCAPING						
	5270	E 801-43100-411	Street Maintenanc	Tree Maintenance	\$987.00	23 ASH TREE RMVAL PRJCT / ASSMNT
	5255	E 100-43100-411	Street Maintenanc	Tree Maintenance	\$462.00	STUMPS 2 CITY ASH TREES
OLSON TREE AND LANDSCAPING					<u>\$1,449.00</u>	
ORION TOWNSHIP						
	1001	E 100-43100-406	Street Maintenanc	Street-Grdng/Chlrd/Crckf	\$250.00	BLDNG RPLY RD
ORION TOWNSHIP					<u>\$250.00</u>	
PEARSON BACKHOE SERVICE INC						



City of Chatfield
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 2023 12FA02

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
	7458	E 443-43200-500	Construction Fund	Cap. Outlay-GENERAL	\$12,000.00	2022 WTRSTRM PRJCT WC PRNO.2
PEARSON BACKHOE SERVICE INC					\$12,000.00	
QUADIENT - POSTAGE ALLOCATION						
	12/01/2	E 100-41910-322	Planning and Zoni	Postage	\$30.00	POSTAGE ALLOCATION
	12/01/2	E 100-43100-322	Street Maintenanc	Postage	\$30.00	POSTAGE ALLOCATION
	12/01/2	E 601-49400-322	Water Utilities (GE	Postage	\$30.00	POSTAGE ALLOCATION
	12/01/2	E 602-49450-322	Sewer (GENERAL)	Postage	\$30.00	POSTAGE ALLOCATION
	12/01/2	E 220-42280-322	Fire Department *	Postage	\$15.00	POSTAGE ALLOCATION
	12/01/2	E 240-46500-322	Economic Dev (GE	Postage	\$15.00	POSTAGE ALLOCATION
	12/01/2	E 100-41500-322	City Clerk	Postage	\$45.00	POSTAGE ALLOCATION
	12/01/2	E 230-42270-322	Ambulance	Postage	\$30.00	POSTAGE ALLOCATION
	12/01/2	E 100-42110-322	Police Administrati	Postage	\$45.00	POSTAGE ALLOCATION
	12/01/2	E 614-49840-322	Cable TV (GENER	Postage	\$15.00	POSTAGE ALLOCATION
	12/01/2	E 211-45500-322	Libraries (GENERA	Postage	\$15.00	POSTAGE ALLOCATION
QUADIENT - POSTAGE ALLOCATION					\$300.00	
QUILL.COM						
	359600	E 602-49450-210	Sewer (GENERAL)	Operating Expenses	\$21.97	SWIFFER CLEAN SOLUTION
QUILL.COM					\$21.97	
RAMY TURF PRODUCTS						
	OP-100	E 801-41100-500	Legislative	Cap. Outlay-GENERAL	\$231.90	ENT DR BERM SEEDING
RAMY TURF PRODUCTS					\$231.90	
REINDERS						
	318965	E 100-45200-210	Parks (GENERAL)	Operating Expenses	\$111.63	VESSEL
REINDERS					\$111.63	
RITWAY						
	23-852	E 100-41500-210	City Clerk	Operating Expenses	\$164.99	W2
RITWAY					\$164.99	
SCHUMACHER ELEVATOR CO						
	906009	E 211-45500-401	Libraries (GENERA	Repairs/Maint Buildings	\$167.43	LIB ELEV MAINT
SCHUMACHER ELEVATOR CO					\$167.43	
SELCO						
	051839	E 211-45500-414	Libraries (GENERA	Automated Operations	\$447.37	ILS PCKG
SELCO					\$447.37	
STREICHER S						
	I16615	E 100-42110-152	Police Administrati	Clothing	\$1,251.00	PNL CRR TS
	I16506	E 100-42110-152	Police Administrati	Clothing	\$64.99	BLT TS
STREICHER S					\$1,315.99	
T.E.C. INDUSTRIAL INC.						
	O50896	E 601-49400-404	Water Utilities (GE	Repairs/Maint Equipment	\$584.55	RPR/RPLC PUMP HS DR WTR TWR
T.E.C. INDUSTRIAL INC.					\$584.55	
TAFT STETTINIUS & HOLLISTER LLP						
	613150	E 356-46600-310	TIF District-FC	Other Professional Servic	\$2,100.00	TIF 3-6 SET UP PRSSNL SRVCS CF# M
TAFT STETTINIUS & HOLLISTER LLP					\$2,100.00	
THE CHATFIELD NEWS, LLC						
	4607	E 100-41500-350	City Clerk	Print/Binding (GENERAL)	\$48.00	CLERK-COUNCIL MIN, ORD, PH, SUM
	4608	E 100-41500-350	City Clerk	Print/Binding (GENERAL)	\$48.00	CLERK-COUNCIL MIN, ORD,PH, SUMM



City of Chatfield
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THE CHATFIELD NEWS, LLC					\$96.00	
UCARE						
	818421	E 230-42270-810	Ambulance	Refund	\$459.66	RFND PT ID 410186500 CLM#202304
UCARE					\$459.66	
UNITED STATES POSTAL SERVICE						
058776		E 603-49500-322	Refuse/Garbage (	Postage	\$114.86	UB PSTG ALLCTN 19.24%
		E 602-49450-322	Sewer (GENERAL)	Postage	\$361.65	UB PSTG ALLCTN 60.58%
		E 601-49400-322	Water Utilities (GE	Postage	\$120.47	UB PSTG ALLCTN 20.18%
UNITED STATES POSTAL SERVICE					\$596.98	
US BANK ONE CARD						
DEC 20	E 211-45500-240	Libraries (GENERA	Small Tools and Minor E		\$1,296.99	AMZN.COM
DEC 20	E 100-42110-152	Police Administrati	Clothing		\$500.00	SCHEELS-SCHMIEDEBERG
DEC 20	E 100-42110-152	Police Administrati	Clothing		\$102.00	SEWING BY CAROLYN
DEC 20	E 100-41500-435	City Clerk	Licences, Permits and Fe		\$288.00	LASTPASS
DEC 20	E 230-42270-205	Ambulance	Service Incentives/Rewa		\$236.23	ETSY ORNMNTS
DEC 20	R 211-45500-3955	Libraries (GENERA			-\$1,473.35	AMZN RTRNS
DEC 20	E 601-49400-322	Water Utilities (GE	Postage		\$31.18	CRTFD LTRS & WTR SMPLE
DEC 20	E 100-42110-404	Police Administrati	Repairs/Maint Equipment		\$10.00	CRMRS CAR WASH
DEC 20	E 230-42270-205	Ambulance	Service Incentives/Rewa		-\$380.98	ETSY ORNMNTS
DEC 20	E 211-45500-200	Libraries (GENERA	Office Supplies (GENERA		\$44.89	AMZN MKTP
DEC 20	E 100-45200-152	Parks (GENERAL)	Clothing		\$306.07	HI VIS
DEC 20	E 100-43100-435	Street Maintenanc	Licences, Permits and Fe		\$6.25	FMCA D&A CLRNHSE
DEC 20	E 100-43100-435	Street Maintenanc	Licences, Permits and Fe		\$0.99	APPLE STRG
DEC 20	E 100-43100-210	Street Maintenanc	Operating Expenses		\$51.48	SFTNR SLT
DEC 20	E 230-42270-305	Ambulance	Safety		\$20.47	SFT MTG BKRY
DEC 20	E 211-45500-593	Libraries (GENERA	Cap. Outlay-Non Print M		\$513.45	AMZN.COM TONIES TOTE
DEC 20	E 211-45500-404	Libraries (GENERA	Repairs/Maint Equipment		\$212.98	AMZN.COM MKTP
US BANK ONE CARD					\$1,766.65	
UTILITY REFUND						
000003	R 601-49400-9000	Water Utilities (GE			\$104.44	UTLTY RFND - 1300 CONWAY LN
UTILITY REFUND					\$104.44	
WIT BOYZ INC.						
9845	E 221-42280-580	Fire Department *	Cap. Outlay-Other Equip		\$1,043.23	GNRTR-BLDG
9840	E 220-42280-404	Fire Department *	Repairs/Maint Equipment		\$394.38	ENG1-LOF
WIT BOYZ INC.					\$1,437.61	
2023 12FA02					\$101,159.84	
					\$294,237.14	

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 2023 1207VNDPR

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
BLUE CROSS BLUE SHIELD						
112427	231201	G 910-21721			\$111.21	PR VNDR LBLTY
BLUE CROSS BLUE SHIELD					\$111.21	
CHATFIELD PUBLIC LIBRARY						
112425	DEC 20	R 211-45500-3620	Libraries (GENERA		-\$100.00	PR VNDR LBLTY
	DEC 20	G 910-21728			\$100.00	PR VNDR LBLTY
CHATFIELD PUBLIC LIBRARY					\$0.00	
EFTPS						
112420	840628	G 910-21709			\$1,912.60	PR VNDR LBLTY
	840628	G 910-21703			\$6,147.06	PR VNDR LBLTY
	840628	G 910-21701			\$5,381.14	PR VNDR LBLTY
EFTPS					\$13,440.80	
EMPOWER | MNDCP						
112423	114582	G 910-21719			\$706.31	PR VNDR LBLTY
EMPOWER | MNDCP					\$706.31	
HEALTH EQUITY						
112424	8nn1jtf	G 910-21726			\$2,467.09	PR VNDR LBLTY
HEALTH EQUITY					\$2,467.09	
LAW ENFORCEMENT LABOR SERVICES						
	DEC-23	G 910-21717			\$270.00	4 FT
LAW ENFORCEMENT LABOR SERVICES					\$270.00	
MN REVENUE						
112421	0-126-8	G 910-21702			\$2,677.07	PR VNDR LBLTY
MN REVENUE					\$2,677.07	
PERA						
112422	SOMPE	E 230-42270-121	Ambulance	PERA	\$585.00	PR VNDR LBLTY
	SOMPE	G 910-21705			\$4,794.25	PR VNDR LBLTY
	SOMPE	G 910-21704			\$6,227.10	PR VNDR LBLTY
PERA					\$11,606.35	
TASC						
112426	12/07/2	G 910-21714			\$331.26	PR VNDR LBLTY
TASC					\$331.26	
2023 1207VNDPR					\$31,610.09	
					\$31,610.09	

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City of Chatfield
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 2023 1221VNDRPR

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
AFLAC						
112435	270928	G 910-21724			\$269.10	PR VNDR LBLTY
	270928	G 910-21712			\$119.08	PR VNDR LBLTY
	270928	G 910-21713			\$111.28	PR VNDR LBLTY
	270928	G 910-21715			\$73.49	PR VNDR LBLTY
	270928	G 910-21718			\$54.47	PR VNDR LBLTY
					<u>\$627.42</u>	
AFLAC						
CHATFIELD PUBLIC LIBRARY						
112433	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>	
CHATFIELD PUBLIC LIBRARY						
DELTA DENTAL						
112437	CNS000	G 910-21711			\$988.16	PR VNDR LBLTY
					<u>\$988.16</u>	
DELTA DENTAL						
EFTPS						
112428	105603	G 910-21709			\$2,812.64	PR VNDR LBLTY
	105603	G 910-21703			\$10,103.68	PR VNDR LBLTY
	105603	G 910-21701			\$9,526.31	PR VNDR LBLTY
					<u>\$22,442.63</u>	
EFTPS						
EMPOWER | MNDCP						
112431	114896	G 910-21719			\$859.52	PR VNDR LBLTY
					<u>\$859.52</u>	
EMPOWER | MNDCP						
HEALTH EQUITY						
112432	59aw4e	G 910-21726			\$2,216.93	PR VNDR LBLTY
					<u>\$2,216.93</u>	
HEALTH EQUITY						
MN PEIP						
112438	134225	G 910-21706			\$17,306.46	PR VNDR LBLTY
					<u>\$17,306.46</u>	
MN PEIP						
MN REVENUE						
112429	1-136-4	G 910-21702			\$4,531.81	PR VNDR LBLTY
					<u>\$4,531.81</u>	
MN REVENUE						
PERA						
112430	SOMPE	G 910-21704			\$7,700.60	PR VNDR LBLTY
	SOMPE	G 910-21705			\$4,885.54	PR VNDR LBLTY
					<u>\$12,586.14</u>	
PERA						
SUN LIFE ASSURANCE COMPANY						
112436	115196	G 910-21720			\$165.44	PR VNDR LBLTY
					<u>\$165.44</u>	
SUN LIFE ASSURANCE COMPANY						
TASC						
112434	12/21/2	G 910-21714			\$331.28	PR VNDR LBLTY
					<u>\$331.28</u>	
TASC						
					<u>\$62,055.79</u>	
2023 1221VNDRPR					<u>\$62,055.79</u>	

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City of Chatfield

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2023 1229RRADMIN

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
ROOT RIVER STATE BANK						
112439	DEC 20	E 100-41500-310	City Clerk	Other Professional Servic	\$96.10	INT BANKING CHARGES 60+21.10+15
					\$96.10	
ROOT RIVER STATE BANK						
2023 1229RRADMIN					\$96.10	
					\$96.10	

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City of Chatfield

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2023 1229TASC

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
TASC						
112441	316586	E 100-41500-310	City Clerk	Other Professional Servic	\$499.12	FSA ADMIN FEES
112440	316544	E 100-41500-310	City Clerk	Other Professional Servic	\$16.04	COBRA - ADMINISTRATION FEE
					<u>\$515.16</u>	
2023 1229TASC					<u>\$515.16</u>	
					<u>\$515.16</u>	

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 2023CL AP1

Check	Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
AMAZON CAPITAL SERVICES, INC.							
	1VCL-F		E 100-42110-200	Police Administrati	Office Supplies (GENERA	\$15.88	BUBBLE MAILERS
						\$15.88	
AMAZON CAPITAL SERVICES, INC.							
ANDY OCONNOR							
	21 DEC		E 614-49840-302	Cable TV (GENER	Contracted Help	\$1,293.75	CCTV ADMIN CNTRCT-MAR2023-FEB2
						\$1,293.75	
ANDY OCONNOR							
BAKER & TAYLOR BOOKS							
	203800		E 211-45500-590	Libraries (GENERA	Cap. Outlay-Books	\$91.69	ACCOUNT L6248262
						\$91.69	
BAKER & TAYLOR BOOKS							
CENEX FLEET FUELING							
	280000		E 100-42110-212	Police Administrati	Vehicle Operating Suppli	\$52.74	POLICE SQUAD 1-CHIEF
	280000		E 100-45200-212	Parks (GENERAL)	Vehicle Operating Suppli	\$11.06	PARK 2
	280000		E 100-43100-212	Street Maintenanc	Vehicle Operating Suppli	\$152.40	STREET 6 - PFURSICH
	280000		E 100-45200-212	Parks (GENERAL)	Vehicle Operating Suppli	\$177.89	PARK 1
	280000		E 602-49450-212	Sewer (GENERAL)	Vehicle Operating Suppli	\$179.57	WWTP 2 - IRISH
	280000		E 601-49400-212	Water Utilities (GE	Vehicle Operating Suppli	\$100.31	WATER 1
	280000		E 100-43100-212	Street Maintenanc	Vehicle Operating Suppli	\$152.37	STREET3
	280000		E 100-43100-212	Street Maintenanc	Vehicle Operating Suppli	\$48.05	STREET 2
	280000		E 100-43100-212	Street Maintenanc	Vehicle Operating Suppli	\$274.21	STREET 1
	280000		E 100-42110-212	Police Administrati	Vehicle Operating Suppli	\$332.59	POLICE SQUAD 2
	280000		E 220-42280-212	Fire Department *	Vehicle Operating Suppli	\$55.78	FIRE TANKER 6
	280000		E 220-42280-212	Fire Department *	Vehicle Operating Suppli	\$21.33	FIRE GRASS RIG
	280000		E 230-42270-212	Ambulance	Vehicle Operating Suppli	\$134.22	471B
	280000		E 230-42270-212	Ambulance	Vehicle Operating Suppli	\$301.26	471A
	280000		E 100-42110-212	Police Administrati	Vehicle Operating Suppli	\$227.58	POLICE SQUAD 3
						\$2,221.36	
CENEX FLEET FUELING							
CITY OF CHATFIELD							
	12/26/2		E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$65.53	10-00002410-91-8 PWFAC1
	12/26/2		E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$65.53	10-00000101-01-4 PWFAC2
	12/26/2		E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$65.53	10-00000081-008 CITY SHOP
	12/26/2		E 220-42280-380	Fire Department *	Utility Services (GENERA	\$64.72	10-00000051-00-9 FIRE HALL
	12/26/2		E 602-49450-380	Sewer (GENERAL)	Utility Services (GENERA	\$246.86	10-00000031-00-3 WWTP
	12/26/2		E 211-45500-380	Libraries (GENERA	Utility Services (GENERA	\$65.53	10-00000011-00-7 PUBLIC LIBRARY
	12/26/2		E 100-41940-380	Municipal Building	Utility Services (GENERA	\$180.13	10-00000001-00-4 THURBER BLDG GA
						\$753.83	
CITY OF CHATFIELD							
CULLIGAN WATER							
	STMNT		E 100-41500-210	City Clerk	Operating Expenses	\$44.35	WTR SRVC
						\$44.35	
CULLIGAN WATER							
FIRST NETWORK SYSTEMS							
	1204		E 614-49840-302	Cable TV (GENER	Contracted Help	\$1,345.50	09/2023-08/2024 CCTV TECH COORD-
	1204		E 614-49840-302	Cable TV (GENER	Contracted Help	\$806.00	GBB COORD - P2 OF 2
						\$2,151.50	
FIRST NETWORK SYSTEMS							
FREDERICK S. SUHLER, ATTY							
	DEC 20		E 100-41100-304	Legislative	Legal Fees	\$465.00	ADDITIONAL TASKS - DEC 2023
	DEC 20		E 100-41100-304	Legislative	Legal Fees	\$600.00	MONTHLY RETAINER - DEC 2023
						\$1,065.00	
FREDERICK S. SUHLER, ATTY							
GOPHER STATE ONE CALL							
	312028		E 601-49400-310	Water Utilities (GE	Other Professional Servic	\$13.50	ACCOUNT #MN00240



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GOPHER STATE ONE CALL					\$13.50	
LINDE						
	403425	E 100-43100-210	Street Maintenanc	Operating Expenses	\$52.40	HIGH PRESSURE
LINDE					\$52.40	
LUMEN-LEVEL3 (WEBEX)						
	668961	E 100-41500-320	City Clerk	Communications (GENER	\$244.38	WEBEX
LUMEN-LEVEL3 (WEBEX)					\$244.38	
MINNESOTA ENERGY RESOURCES						
12/29/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$455.48	00014 PPLS 19 SCND ST SW	
12/29/2	E 100-42110-380	Police Administrati	Utility Services (GENERA	\$354.36	00001 MUNI - POLICE 1/3	
12/29/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$16.08	00006 CEMENT 389 SW 3RD ST	
12/29/2	E 211-45500-380	Libraries (GENERA	Utility Services (GENERA	\$257.01	00005 LIBRARY	
12/29/2	E 100-41940-380	Municipal Building	Utility Services (GENERA	\$354.36	00001 MUNI 1/3	
12/29/2	E 230-42270-380	Ambulance	Utility Services (GENERA	\$354.36	00001 MUNI - AMB 1/3	
12/29/2	E 602-49450-380	Sewer (GENERAL)	Utility Services (GENERA	\$619.70	00003 WWTP - LIBRARY LN	
12/29/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$176.73	00002 FH 25% STREET	
12/29/2	E 601-49400-380	Water Utilities (GE	Utility Services (GENERA	\$106.04	00002 FH 15% WATER	
12/29/2	E 601-49400-380	Water Utilities (GE	Utility Services (GENERA	\$59.77	00016 100 OTR GNRTR	
12/29/2	E 220-42280-380	Fire Department *	Utility Services (GENERA	\$424.15	00002 FH 60% FIRE	
MINNESOTA ENERGY RESOURCES					\$3,178.04	
MN REVENUE						
0-526-5	E 100-41500-437	City Clerk	Sales Tax - Purchases	\$2.00	7316521 CHRGS SRVS TAX	
0-898-8	E 601-49400-437	Water Utilities (GE	Sales Tax - Purchases	\$812.00	7316503 QTRLY WTR	
0-526-5	E 100-42110-437	Police Administrati	Sales Tax - Purchases	\$1.00	7316521 POLICE CHRGS	
0-526-5	E 601-49400-437	Water Utilities (GE	Sales Tax - Purchases	\$30.00	7316521 WTR TWR LEASE SALES	
0-526-5	E 614-49840-437	Cable TV (GENER	Sales Tax - Purchases	\$1.00	7316521 CCTV SALES	
0-526-5	E 603-49500-436	Refuse/Garbage (	Sales Tax	\$1,025.00	7316521 GARBAGE TAX
2-013-8	E 211-45500-437	Libraries (GENERA	Sales Tax - Purchases	\$140.00	8021151 ANNUAL LIBRARY SALES	
MN REVENUE					\$2,011.00	
QUILL.COM						
361019	E 100-41940-210	Municipal Building	Operating Expenses	\$40.45	16 GAL CAN LINERS	
361019	E 100-41500-200	City Clerk	Office Supplies (GENERA	\$8.27	2 PK TAP FLAGS	
361019	E 100-41500-200	City Clerk	Office Supplies (GENERA	\$17.68	2 POCKET FOLD	
361019	E 100-41500-200	City Clerk	Office Supplies (GENERA	\$20.69	FLEX ELITE PENS	
361019	E 100-41500-210	City Clerk	Operating Expenses	\$310.43	206A - CLERK TONER	
QUILL.COM					\$397.52	
SUNSHINE FOODS						
002057	E 230-42270-205	Ambulance	Service Incentives/Rewa	\$40.95	AMB MTG-ACCT 317	
SUNSHINE FOODS					\$40.95	
THE SILVER GRILLE						
88607	E 230-42270-205	Ambulance	Service Incentives/Rewa	\$105.23	DEC MTG	
THE SILVER GRILLE					\$105.23	
UC LABORATORY						
118567	E 602-49450-217	Sewer (GENERAL)	Testing	\$471.09	WWTP LABS	
UC LABORATORY					\$471.09	
WM HANSON WASTE REMOVAL						
36781	E 603-49500-384	Refuse/Garbage (	Refuse/Garbage Disposal	\$14,946.96	GARBAGE SERVICE - 1,148 P/U @ 13.
36781	E 603-49500-384	Refuse/Garbage (Refuse/Garbage Disposal	\$1,557.02	GARBAGE SERVICE - FUEL SURCHARG	



City of Chatfield

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	36781	E 603-49500-384	Refuse/Garbage (Refuse/Garbage Disposal	\$2,087.68	GARBAGE SERVICE - OC ENVIRON FEE
	36781	E 100-45200-384	Parks (GENERAL)	Refuse/Garbage Disposal	\$90.82	GARBAGE SERVICE - FIRE HALL
	36781	E 602-49450-384	Sewer (GENERAL)	Refuse/Garbage Disposal	\$93.56	GARBAGE SERVICE - WWTP
	36781	E 100-45200-384	Parks (GENERAL)	Refuse/Garbage Disposal	\$92.18	GARBAGE SERVICE - CTY MNT BLDG
	36781	E 100-41940-384	Municipal Building	Refuse/Garbage Disposal	\$57.79	GARBAGE SERVICE - CITY HALL
WM HANSON WASTE REMOVAL					\$18,926.01	
2023CL AP1					\$33,077.48	
					\$33,077.48	

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City of Chatfield
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 2024 01FA01

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
ALADTEC, INC.						
INV003		E 230-42270-433	Ambulance	Dues and Subscriptions	\$2,078.00	ANNL SUBS - 01/27/2024-01/26/2025
					\$2,078.00	
ALADTEC, INC.						
ANDY OCONNOR						
BBB202		E 614-49840-302	Cable TV (GENER	Contracted Help	\$806.00	CCTV SSNL COORD-BBB 2024 PYMNT
					\$806.00	
ANDY OCONNOR						
ARBOR DAY FOUNDATION						
PSTCRD		E 100-43100-433	Street Maintenanc	Dues and Subscriptions	\$25.00	#87-4270-7427 - 02/2024-02/2025
					\$25.00	
ARBOR DAY FOUNDATION						
ASCAP						
2024		E 100-45124-435	Swimming Pools -	Licences, Permits and Fe	\$500.00	ACCOUNT 500733317 2024 LICENSE
					\$500.00	
ASCAP						
CEDA						
LTR JA		E 240-46500-310	Economic Dev (GE	Other Professional Servic	\$12,755.75	ECNMC DV SPRT SRVCS - 2024 \$51,0
					\$12,755.75	
CEDA						
CHATFIELD CENTER FOR THE ARTS						
JAN 20		E 250-46630-310	Community Dev -	Other Professional Servic	\$2,000.00	EDA & CCA AGREEMENT 09/2022-08/2
					\$2,000.00	
CHATFIELD CENTER FOR THE ARTS						
CHATFIELD TRAILS INC.						
000854		E 803-46636-324	Community Action	Reimbursement	\$7,367.86	MMB - DNR OMB
					\$7,367.86	
CHATFIELD TRAILS INC.						
DEED						
JAN 20		E 361-46620-610	Revolving Loan Fu	Interest	\$84.42	#CDAP-13-0031-H-FY14 CHAT EDA/EZ
JAN 20		E 361-46620-600	Revolving Loan Fu	Debt Srv Principal (GENE	\$661.67	CDAP-18-0018-H-FY19 EZ FABIV
JAN 20		E 361-46620-610	Revolving Loan Fu	Interest	\$56.52	CDAP-18-0018-H-FY19 EZ FABIV
JAN 20		E 361-46620-600	Revolving Loan Fu	Debt Srv Principal (GENE	\$1,888.09	#CDAP-13-0031-H-FY14 CHAT EDA/EZ
					\$2,690.70	
DEED						
esri						
946227		E 602-49450-435	Sewer (GENERAL)	Licences, Permits and Fe	\$481.44	1/3 ARCGIS
946227		E 601-49400-435	Water Utilities (GE	Licences, Permits and Fe	\$467.28	1/3 ARCGIS
946227		E 100-43100-435	Street Maintenanc	Licences, Permits and Fe	\$467.28	1/3 ARCGIS
					\$1,416.00	
esri						
GRANICUS						
177503		E 100-41500-438	City Clerk	Internet Expenses	\$589.64	GOV TRANSPARENCY SUITE
177503		E 801-49950-500	IT Shared Compon	Cap. Outlay-GENERAL	\$0.00	GOVACCESS - PIONEER WEBSITE
177503		E 100-41500-438	City Clerk	Internet Expenses	\$582.94	MEETING EFFICIENCY SUITE
177503		E 100-41500-438	City Clerk	Internet Expenses	\$134.01	ENCODING SOFTWARE
177503		E 100-41500-438	City Clerk	Internet Expenses	\$301.52	OPEN PLATFORM SUITE
177503		E 100-41500-438	City Clerk	Internet Expenses	\$63.82	UPGRADE TO SDI 720P
					\$1,671.93	
GRANICUS						
GREATER MN PARKS & TRAILS						
2024		E 100-45200-433	Parks (GENERAL)	Dues and Subscriptions	\$165.00	MBRSHD DUES - 2024
					\$165.00	
GREATER MN PARKS & TRAILS						
HBC						
01/01/2		E 602-49450-438	Sewer (GENERAL)	Internet Expenses	\$110.98	1439299 BUS VALUE PKG 120MBPS
01/01/2		E 601-49400-438	Water Utilities (GE	Internet Expenses	\$0.00	50% 1520399 BNCH/RVR 1 OF 3 CLLC



City of Chatfield
Batch Listing - Unposted Summary
 Current Period: January 2024
 2024 01FA01

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
	01/01/2	E 602-49450-438	Sewer (GENERAL)	Internet Expenses	\$0.00	50% 1520399 BNCH/RVR 1 OF 3 CLLC
	01/01/2	E 601-49400-438	Water Utilities (GE	Internet Expenses	\$0.00	50% 1520399 WTR RSVR 1 OF 3 CLLC
	01/01/2	E 100-45200-438	Parks (GENERAL)	Internet Expenses	\$0.00	50% 1520399 19 2ND ST SW
	01/01/2	E 601-49400-438	Water Utilities (GE	Internet Expenses	\$0.00	50% 1520399 19 2ND ST SW
	01/01/2	E 602-49450-438	Sewer (GENERAL)	Internet Expenses	\$0.00	50% 1520399 UTILITY PL/HS 1 OF 3 CL
	01/01/2	E 601-49400-438	Water Utilities (GE	Internet Expenses	\$0.00	50% 1520399 UTILITY PL/HS 1 OF 3 CL
	01/01/2	E 602-49450-321	Sewer (GENERAL)	Telephone	\$40.53	1439299 867-4321BASIC & TOLL
	01/01/2	E 602-49450-438	Sewer (GENERAL)	Internet Expenses	\$0.00	50% 1520399 WTR RSVR 1 OF 3 CLLC
HBC					<u>\$151.51</u>	
IIMC						
	2024MY	E 100-41500-208	City Clerk	Training and Instruction	\$85.00	MYMTG-CARLSON
IIMC					<u>\$85.00</u>	
MAA						
	00322	E 230-42270-433	Ambulance	Dues and Subscriptions	\$404.00	MBRSHTO2025 + XTRA TRNSPRTS
MAA					<u>\$404.00</u>	
MEDIACOM						
	12/26/2	E 100-42110-438	Police Administrati	Internet Expenses	\$101.53	1/3 CITY HALL HSD & STATIC IPS
	12/26/2	E 100-41500-438	City Clerk	Internet Expenses	\$101.53	1/3 CITY HALL HSD & STATIC IPS
	12/26/2	E 230-42270-438	Ambulance	Internet Expenses	\$101.84	1/3 CITY HALL HSD & STATIC IPS
MEDIACOM					<u>\$304.90</u>	
MN RURAL WATER ASSOCIATION						
	MMBRS	E 602-49450-433	Sewer (GENERAL)	Dues and Subscriptions	\$529.63	50% ANNUAL DUES
	MMBRS	E 601-49400-433	Water Utilities (GE	Dues and Subscriptions	\$529.62	50% ANNUAL DUES
MN RURAL WATER ASSOCIATION					<u>\$1,059.25</u>	
MN STATE FIRE CHIEFS						
	6783	E 220-42280-433	Fire Department *	Dues and Subscriptions	\$220.00	MMBRSHP-THRU 12/2024
MN STATE FIRE CHIEFS					<u>\$220.00</u>	
MN STATE FIRE DEPT ASSOCIATION						
	LTR202	E 220-42280-433	Fire Department *	Dues and Subscriptions	\$225.00	DUES-2024
MN STATE FIRE DEPT ASSOCIATION					<u>\$225.00</u>	
OLMSTED COUNTY ASMT, REV & ELE						
	ASSE-1	E 100-41500-350	City Clerk	Print/Binding (GENERAL)	\$107.72	TNT MAILING - 2024
OLMSTED COUNTY ASMT, REV & ELE					<u>\$107.72</u>	
RAEDI						
	2024	E 100-41100-433	Legislative	Dues and Subscriptions	\$5,250.00	2024 INVSTMNT
RAEDI					<u>\$5,250.00</u>	
TK ELEVATOR CORPORATION						
	300766	E 250-46630-404	Community Dev -	Repairs/Maint Equipment	\$0.00	JOB# US177260 01/01/2024-12/31/20
TK ELEVATOR CORPORATION					<u>\$0.00</u>	
TRITECH						
	393512	E 100-42110-403	Police Administrati	Prev. Maint. Agreements	\$5,437.37	LETG - ANNL MNT FEE
TRITECH					<u>\$5,437.37</u>	
WIT BOYZ INC.						
	9855	E 220-42280-210	Fire Department *	Operating Expenses	\$23.55	FLSHLT BTTY
WIT BOYZ INC.					<u>\$23.55</u>	
2024 01FA01					<u>\$44,744.54</u>	



City of Chatfield

Batch Listing - Unposted Summary

Current Period: January 2024

2024 01MTOTFEES

01/03/24 4:09 PM

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Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
PRIORITY PAYMENT SYSTEMS						
112442	STMNT	E 100-45124-323	Swimming Pools -	Administration Expense	\$14.33	CC PROCESSING FEES
PRIORITY PAYMENT SYSTEMS					\$14.33	
2024 01MTOTFEES					\$14.33	
					\$14.33	

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City of Chatfield
Batch Listing - Unposted Summary
 Current Period: December 2023
 2024 01DbtServ

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
BANK OF ZUMBROTA						
FEB202	E 336-47000-601		Debt Service (GEN	Debt Srv Bond Principal	\$44,000.00	2016B GO WATER LOAN 9132963
FEB202	E 336-47000-611		Debt Service (GEN	Bond Interest	\$2,599.00	2016B GO WATER LOAN 9132963
					<u>\$46,599.00</u>	
BANK OF ZUMBROTA						
BREMER BANK						
2/1/202	E 344-47000-611		Debt Service (GEN	Bond Interest	\$22,500.00	2022B TXBL GO PWFAC
					<u>\$22,500.00</u>	
BREMER BANK						
F & M COMMUNITY BANK						
FEB202	E 338-47000-611		Debt Service (GEN	Bond Interest	\$3,519.75	2017A
FEB202	E 342-47000-601		Debt Service (GEN	Debt Srv Bond Principal	\$32,000.00	2019A GO TAX ABATEMENT
FEB202	E 342-47000-610		Debt Service (GEN	Interest	\$2,055.00	2019A GO TAX ABATEMENT
FEB202	E 343-47000-601		Debt Service (GEN	Debt Srv Bond Principal	\$52,000.00	2022A GO UTIL REV
FEB202	E 343-47000-611		Debt Service (GEN	Bond Interest	\$23,024.00	2022A GO UTIL REV
FEB202	E 338-47000-601		Debt Service (GEN	Debt Srv Bond Principal	\$47,000.00	2017A
					<u>\$159,598.75</u>	
F & M COMMUNITY BANK						
MIENERGY COOPERATIVE						
FEB202	E 339-47000-601		Debt Service (GEN	Debt Srv Bond Principal	\$15,000.00	2017B GO TXBL UTIL REV
					<u>\$15,000.00</u>	
MIENERGY COOPERATIVE						
NORTHLAND SECURITIES						
2023A-	E 323-47000-611		Debt Service (GEN	Bond Interest	\$48,644.45	2023A INTEREST
2016A-	E 335-47000-601		Debt Service (GEN	Debt Srv Bond Principal	\$560,000.00	2016A PRINCIPAL
12A-FE	E 332-47000-611		Debt Service (GEN	Bond Interest	\$6,830.00	2012A INTEREST
12A-FE	E 332-47000-620		Debt Service (GEN	Bond Fees-FsclAgnt]Issn	\$495.00	2012A FISCAL AGENT FEES
2014A-	E 334-47000-601		Debt Service (GEN	Debt Srv Bond Principal	\$185,000.00	2014A PRINCIPAL
2014A-	E 334-47000-611		Debt Service (GEN	Bond Interest	\$4,218.75	2014A INTEREST
2016A-	E 335-47000-611		Debt Service (GEN	Bond Interest	\$27,750.00	2016A INTEREST
2016A-	E 335-47000-620		Debt Service (GEN	Bond Fees-FsclAgnt]Issn	\$495.00	2016A FISCAL AGENT FEE
2018A-	E 340-47000-601		Debt Service (GEN	Debt Srv Bond Principal	\$185,000.00	2018A PRINCIPAL
12A-FE	E 332-47000-601		Debt Service (GEN	Debt Srv Bond Principal	\$150,000.00	2012A PRINCIPAL
2023A-	E 323-47000-601		Debt Service (GEN	Debt Srv Bond Principal	\$15,000.00	2023A PRINCIPAL
2018A-	E 340-47000-610		Debt Service (GEN	Interest	\$58,650.00	2018A INTEREST
					<u>i1,242,083.20</u>	
2024 01DbtServ					<u>i1,485,780.95</u>	
					<u>i1,485,780.95</u>	

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Michele Peterson

From: John Wade <jwade@raedi.com>
Sent: Wednesday, September 27, 2023 10:52 AM
To: Michele Peterson
Cc: Tonya Bernard
Subject: RAEDI 2024 Investment Invoice
Attachments: 2024 RAEDI Investment Invoice City of Chatfield 092723.pdf

Importance: High

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.

Dear Michele,

Thank you for your continued support. Your investment remains crucial to ensuring our shared success as we continue to grow and strengthen our area economy.

During the year, we have implemented several projects:

- We have advanced the Mayo Clinic Business Accelerator 2.0. This program, a collaboration with Mayo Clinic Ventures, was developed in spring 2023 to build on the success and lessons of the original accelerator. Implementation is set for 2024 and aims to strengthen innovation, support startups, and translate groundbreaking ideas into tangible benefits. With the expertise of Mayo Clinic Ventures, the new accelerator is primed to lead in healthcare innovation.
- We have launched the Emerging Entrepreneur Loan Program (EELP) in collaboration with DEED. The program's mission is to champion businesses owned and operated by minorities, women, veterans, persons with disabilities, and those from low-income backgrounds.
- Our Economic Development Committee, along with People's Energy Cooperative and DEED, is identifying shovel-ready sites throughout our area.
- We are partnering with Olmsted County and Rochester Public Utilities to support the waste-to-energy facility and its expansion.
- Our Economic Development Fund (EDF) has played a pivotal role in fueling the growth of base businesses and has allocated \$3.5 million since inception. By providing these investments, the EDF has supported businesses and empowered them to thrive and contribute to the community's economic well-being. For every dollar invested, the community has received a \$52 return.
- We have partnered with our investor communities to create a RAEDI Communities' Council. This group will meet quarterly to discuss economic development initiatives and strategies to help advance the growth of our area.
- The SBDC specializes in providing business plan assistance, documentation to access capital, business management support including financial analysis, social media, logo development, marketing, and operations. The breakdown of the 583 clients are as follows:
 - 276 women clients served
 - 57 black/African clients served

- 25 Asian American clients served
 - 3 Native American clients served
 - 3 Hawaiian/Pacific clients served
 - 25 veterans served
 - 62 Hispanic clients served
 - 132 other clients served
- SBDC activities led to helping business owners access over \$12,234,187 in capital, created 147 jobs, and started 28 small businesses. These goals were accomplished with the help of its Sub-Regional Satellite Centers and local economic development partnerships. SBDC also delivered 7 workshops for small businesses to attend in which content focused on funding and growing small businesses, taxation, money issues, marketing, finding local support resources, and improving profitability. Services have been expanded to be delivered in 5 different languages.
 - The Southeast Minnesota Capital Fund II (SMCF II), launched in 2022 with \$7 million in capital, has made 12 investments over the past 18 months in 11 Minnesota companies including: Vyriad, Oculogica, Omnia Fishing, ActivOrtho, LEAH Laboratories, xDot Medical, Sonex Health, Pear Commerce, Endogenex, Nested Knowledge, and Minnesota Medical Technologies. Six of these companies are in southeast Minnesota and/or are using technology developed at Mayo Clinic. SMCF Fund I, launched in 2017-2018 with \$2 million in capital, is fully invested in 14 companies. Of those, there has been one exit via acquisition.
 - The Economic Development Center stands as a landmark of progress and collaboration. This facility brings together an ensemble of partner organizations, each dedicated to nurturing innovation and fostering growth. Entrepreneurs and small business owners can now access a comprehensive suite of business support services under one roof bridging the gap between ambition and success. With its integrated approach, the center exemplifies the future of economic advancement and promises a brighter future for aspiring business minds.
 - The RAEDI Foundation received a \$15,000 grant from the National League of Cities to champion inclusive entrepreneurship. The City of Rochester also complemented this with a \$5,000 contribution. Utilizing these funds, the RAEDI Foundation has installed targeted billboards throughout Rochester, organized a workshop for ecosystem capacity builders, and launched targeted digital advertising campaigns.
 - RAEDI is undertaking a comprehensive analysis of services offered by Entrepreneurial Support Organizations (ESO). This strategic approach aims to identify and bridge service gaps thereby laying the groundwork for the creation of community-centric programs.

RAEDI is developing meaningful tools to grow and expand our economy. The result of our shared efforts will be growth and opportunity for Rochester area communities, businesses, and residents. **You are a partner in our work**, and because of your ongoing support, our team will remain in a position to continue this great work. **Attached please find your 2024 invoice.**

Thank you for your continued support.



John Wade
President



INVOICE

TO: City of Chatfield
FROM: Rochester Area Economic Development, Inc. (RAEDI)
DATE: September 27, 2023
RE: 2024 Investment

2024 Investment \$5,250

I elect to increase my 2024 support.
My new investment will be \$_____

Please make check payable and remit to:

Rochester Area Economic Development, Inc. (RAEDI)
221 First Avenue SW, Suite 600
Rochester, Minnesota 55902

Contributions or gifts to Rochester Area Economic Development, Inc. (RAEDI) are not tax deductible as charitable contributions for Federal income tax purposes. They may be tax deductible under other provisions of the internal Revenue Code. Please consult your tax adviser.

**BUILDING CODE ADMINISTRATION AGREEMENT BETWEEN OLMSTED COUNTY
AND THE CITY OF CHATFIELD, MINNESOTA**

WHEREAS, the County of Olmsted has enacted a uniform Building Code for the unincorporated areas of the County; and,

WHEREAS, the City of Chatfield has enacted a like uniform Building Code and desires that personnel of the County, when scheduled, perform inspection services on a contract basis for the City pursuant to the Minnesota Joint Powers Exercise statute found at Minn. Stat. Section 471.59; and,

NOW THEREFORE, it is agreed by and between the County of Olmsted acting through its Board of Commissioners, and the City of Chatfield, acting through its City Council that:

1. COUNTY TO PROVIDE BUILDING CODE STAFF AND CODE OVERSIGHT SERVICES - The purpose of this agreement is to provide county administrative personnel services to the City, at such time as County personnel are scheduled, for the approval of applications and determination of the acceptability of proposals, issuance of permits, inspections and preliminary and final determinations of compliance or non-compliance relating to persons or entities engaged in building activities undertaken pursuant to the Building Code of the City of Chatfield.

The services provided shall include completing inspections of construction, fire protection, health, sanitation and safety, including design and construction standards regarding heat loss control, illumination and climate control in accordance with Minn. Stat. Section 326B.106; Chapter 1300 of the Minnesota Rules and the Minnesota State Building Code on the City 's behalf until terminated.

The County will provide the City with access to the Accela software needed to respond to future public inquiries and archiving concerning these services.

2. TERM - This service agreement shall commence on February 1, 2024 or upon the date that the final required signatures are obtained by Contractor, whichever occurs later. This agreement shall continue for a one-year term. It shall automatically renew annually unless a party provides 90 days written notice of its intent not to renew the agreement. The agreement may be rescinded or terminated as hereinafter provided.

3. COMPENSATION FOR SERVICES - The County shall receive 100% of the Building Permit Fee and Plan Review Fee for each permit issued as its consideration for the Building Code administration services provided hereunder. The County shall provide to the City, at no charge, two full-access licenses to its Accela permitting software and provide training to City staff members in its use and application. If in the future, it is

determined that the City is in need of additional licenses, they shall be provided at the County's direct cost from Accela.

As part of this agreement, the City shall adopt the County's Building Fee Schedule and the County shall incorporate City building fees that heretofore were not included in its current fee schedule.

The County shall provide the City with an annual accounting of the fees collected on or before March 1 of each year following the year when services were provided. The County is also responsible to maintain compliance with the quarterly reporting and payment of the Minnesota surcharge fee to the Minnesota Department of Labor and Industry. The City shall receive a copy of the completed monthly report along with payment for the permits issued during that month.

4. INDEPENDENT CONTRACTOR - Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint venturers between County and City. No tenure or any rights or benefits, including workers' compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to County employees, shall accrue to City or employees of City performing services under this Agreement.

5. INDEMNIFICATION - The City shall indemnify, save and hold harmless the County and all of its elected officials, agents and employees of and from any and all claims, liens, demands, obligations, actions, proceedings or causes of action of whatsoever nature or character arising out of, or by reason of the inspection or Building Code administrative work provided for herein to be performed by the City and further agrees to defend at its sole cost and expense, any action or proceeding commenced for the purpose of whatsoever character arising as a result of the City's inspections and Building Code administrative work.

The County shall indemnify, save and hold harmless the City and all of its elected officials, agents and employees of and from any and all claims, liens, demands, obligations, actions, proceedings or causes of action of whatsoever nature or character arising out of, or by reason of the inspection or Building Code administrative work provided for herein to be performed by the County and further agrees to defend at its sole cost and expense, any action or proceeding commenced for the purpose of whatsoever character arising as a result of the inspection and Building Code administrative work.

6. DATA PRACTICES - All data collected, created, received, maintained, or disseminated for any purposes by the activities of either of the parties in carrying out their obligations pursuant to this agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted. The parties, their agents, and employees will protect all non-public data used in this project.

7. RECORDS - AVAILABILITY AND RETENTION

- A) Each of the parties shall keep complete records of account of all funds and fees payable incident to services under this agreement. Pursuant to Minnesota Statute § 16C.05, Subd. 5, the parties agree that either party, their auditors, or any of their duly authorized representatives, at any time during normal business hours, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the parties and involve only transactions relating to this Agreement. The parties agree to maintain these records for a period of six (6) years from the date of termination of this Agreement.

- B) With respect to Building Code related documents, the County shall retain copies of building plans for commercial, and industrial buildings for a period of 15 years and copies of residential building plans for a period of 15 years after submission by the applicant unless superseded. With respect to inspection records of buildings, the County shall retain these records for so long as the buildings remain standing years on the Property in question.

8. FORCE MAJEURE - Neither party shall be held responsible for delay or failure to perform caused by fire, flood, epidemic, strikes, riot, acts of God, unusually severe weather, terrorism, war, acts of public authorities other than the parties or delays or defaults caused by public carriers which was beyond a party's reasonable control, provided the defaulting party gives notice as soon as possible to the other party of the inability to perform.

9. DEFAULT AND CANCELLATION –

- A) If either party fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default. Unless the defaulting party's default is excused, the other party may upon ten (10) days written notice, cancel this Agreement in its entirety.

- B) This Agreement may be canceled with or without cause by either party upon ninety (90) days' written notice, advance notice by either party with no penalties involved.

10. SUBCONTRACTING AND ASSIGNMENT – Neither party shall enter into any subcontract for performance of any services contemplated under this Agreement without the prior written approval of the other party and subject to such conditions and provisions

as the other party may deem necessary. A party authorized to enter into a subcontract shall be responsible for the performance of all subcontractors.

11. NONDISCRIMINATION - During the performance of this Agreement, the parties agree to the following: No person providing or receiving services pursuant to this agreement shall, on the grounds of race, color, religion, age, sex, gender identity, sexual orientation, physical or mental disability, marital status, public assistance status, familial status, creed, national origin or Human Rights Commission activity be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

12. APPLICABLE LAW - This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. The parties hereby consent and submit to the jurisdiction of the appropriate courts of the State of Minnesota or of the United States having jurisdiction in Minnesota for adjudication of any suite or cause of action arising under or in connection with the contract documents, or the performance of such contract, and agrees that any such suit or cause of action may be brought in any such court.

13. WAIVER - The failure of either party to enforce any provisions of this contract shall not constitute a waiver by the County of that or any other provision.

14. WORKER HEALTH, SAFETY AND TRAINING – Each party shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Each party shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Each party shall ensure all personnel of that party and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Each party shall comply with federal, state, and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by that party.

15. SEVERABILITY - The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

16. NOTICES - All official notices, shall be sufficiently given when delivered or mailed, certified mail, postage prepaid, to the parties at their respective places of business as set forth below or at a place designated hereafter in writing by the parties.

For the County:

Olmsted County Planning Director
2122 Campus Drive SE, Suite #100
Rochester, MN 55904

For the City:

Chatfield City Administrator
21 SE Second Street
Chatfield, MN 55923

17. MERGER CLAUSE - This Agreement constitutes the final expression of the parties' agreement, and the complete and exclusive statement of the terms agreed upon. This Agreement supersedes all prior negotiations, understanding, agreements, and representations. There are no oral or written understandings, agreements or representations not specified herein. Furthermore, no waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

Made and executed at Rochester, Minnesota this ____ day of _____. 2024.

COUNTY OF OLMSTED

Chair, Board of Commissioners

ATTEST: _____

Deputy Clerk of the County Board

Executed at Chatfield, Minnesota this ____ day of _____, 2024.

CITY OF CHATFIELD

Mayor

ATTEST: _____

City Administrator

City of Chatfield Resolution 2024-02

Authorizing Membership in the 4M Fund

WHEREAS, Minnesota Statutes (the Joint Powers Act) provides that governmental units may jointly exercise any power common to the contracting parties; and

WHEREAS, the Minnesota Municipal Money Market Fund (the 4M Fund) was formed in 1987, pursuant to the Joint Powers Act and in accordance with Minnesota Investment Statutes, by the adoption of a joint powers agreement in the form of a Declaration of Trust; and

WHEREAS, the Declaration of Trust, which has been presented to this Council, authorizes municipalities of the State of Minnesota to become Participants of the Fund and make use from time to time including the 4M Liquid Asset Fund, the 4M Plus Fund, the Term Series, the 4M Limited Term Duration Fund, the Fixed Rate Programs, and other Fund services offered by the Fund; and

WHEREAS, this Council deems it to be in the best interest for the municipality to make use of, from time to time, the approved services provided by the 4M Fund's service providers including the Investment Advisor (PMA Asset Management, LLC), the Administrator (PMA Financial Network, LLC) the Distributor (PMA Securities, LLC) or the Fixed Rate Program Providers, PMA Financial Network, LLC and PMA Securities, LLC and the Custodian, U.S. Bank National Association, ("Service Providers") and/or their successors.

WHEREAS, this Council deems it advisable for this municipality to enter into the Declaration of Trust and become a Participant of the Fund for the purpose of joint investment with other municipalities so as to enhance the investment earnings accruing to each; now, therefore BE IT RESOLVED AS FOLLOWS:

Section 1. This municipality shall become a Participant of the Fund and adopt and enter into the Declaration of Trust, a copy of which shall be filed in the minutes of this meeting. The appropriate officials are hereby authorized to execute those documents necessary to effectuate entry into the Declaration of Trust and the participation of all Fund programs.

Section 2. This municipality is authorized to invest monies from time to time and to withdraw such monies from time to time in accordance with the provisions of the Declaration of Trust. The following officers of the municipality or their successors are designated as "Authorized Officials" with authority to effectuate investments and withdrawals in accordance with the Declaration of Trust:

Print Name Beth Carlson	Title City Clerk	Signature
Print Name Kay Wangen	Title Finance	Signature
Print Name Michele Peterson	Title City Administrator	Signature

(Additional names may be added on a separate list. The treasurer shall advise the Fund of any changes in Authorized Officials in accordance with Fund procedures.)

Section 3. The Trustees of the Fund are designated as having official custody of those monies invested in accordance with the Declaration of Trust.

Section 4. That the municipality may open depository and other accounts, enter into wire transfer agreements, safekeeping agreements, third party surety agreements securing deposits, collateral agreements, letters of credit, lockbox agreements, or other applicable or related documents with institutions participating in Fund programs including U.S. Bank National Association, or its successor, or programs of PMA Financial Network, LLC or

PMA Securities, LLC for the purpose of transaction clearing and safekeeping, or the purchase of certificates of deposit (“CDs”) or other deposit products and that these institutions shall be deemed eligible depositories for the municipality. PMA Financial Network, LLC and PMA Securities, LLC and their successors are authorized to act on behalf of this municipality as its agent with respect to such accounts and agreements. Monies of this entity may be deposited in such depositories, from time to time in the discretion of the Authorized Officials, pursuant to the Fund’s Programs available through its Services Providers.

It is hereby certified that the Council of the City of Chatfield adopted this Resolution at a duly convened meeting of the Council held on the 8 day of January, 2024, and that such Resolution is in full force and effect on this date, and that such Resolution has not been modified, amended, or rescinded since its adoption.

City Clerk

Dated: _____

State of Minnesota

SECRETARY OF STATE

Certificate of Business Trust

I, Joan Anderson Grove, Secretary of State of Minnesota, do certify that: A copy of the Declaration of Trust of the trust listed below was filed with this office on this date, by a member of the board of trustees of that trust, who swore that the copy filed was a true and correct copy of the declaration of trust. The trustee also set forth the name and address of the agent of the trust for service of process, and met all the filing requirements of Minnesota Statutes, Chapter 318.

Name of Business Trust:

Minnesota Municipal Money Market Fund

File Number: BT-406

Name and Address of Agent for Service of Process:

League of Minnesota Cities
The League of MN Cities 183 Univ Ave E
St Paul MN 55101-

This certificate has been issued on 04/23/87.



Joan Anderson Grove
Secretary of State.

BT 406

MINNESOTA MUNICIPAL

MONEY MARKET FUND

(A Minnesota entity formed
pursuant to the
Minnesota Joint Powers Act)

DECLARATION OF TRUST
(As adopted in January, 1987)

034869

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Execution

WITNESSETH:

WHEREAS, Minnesota Statutes, Section 471.59 (the "Joint Powers Act") provides, among other things, that governmental units (as such term is defined therein), by agreement entered into through action of their governing bodies, may jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, the term "governmental unit" is defined in the Joint Powers Act to include municipality as defined herein; and

WHEREAS, all of the Initial Participants are Municipalities of the State of Minnesota that desire to enter into an agreement and thereby establish an entity for joint investment, under the provisions of the aforementioned Joint Powers Act, pursuant to this Declaration of Trust for the purpose of combining their respective available investment funds not currently needed by such Municipalities so as to enhance the investment opportunities available to them and increase the investment earnings accruing to them respectively; and

WHEREAS, this Declaration of Trust is intended to be an agreement entered into pursuant to the Joint Powers Act for the purpose of better exercising the Participants' power to invest their respective funds in accordance with the Laws of the State of Minnesota; and

WHEREAS, the Board or Council of each of the Initial Participants has duly adopted a resolution authorizing the applicable Initial Participant to become a party to, and has approved, this Declaration of Trust pursuant to the Joint Powers Act; and

WHEREAS, the Board or Council of each of the Initial Participants, by its aforementioned approval of this Declaration of Trust, has authorized the investment of funds of such Initial Participant in investments of the nature permitted by Minnesota Law, as applicable, and in the manner contemplated by this Declaration of Trust; and

WHEREAS, it is proposed that the beneficial interest in the 4M Fund's assets shall be divided into non-transferable shares of beneficial interest, which shall be evidenced by a share register maintained by the 4M Fund or its agent; and

WHEREAS, the Initial Participants anticipate the other Municipalities of the State of Minnesota may wish to become Participants by adopting this Declaration of Trust and thus becoming parties to it;

NOW, THEREFORE, the Initial Participants hereby declare that all moneys, assets, securities, funds and property now or hereafter acquired pursuant to this agreement shall be held and managed in trust for the equal and proportionate benefit of the holders of record from time to time of shares beneficial interest herein, without privilege, priority or distinction among such holders, and subject to the terms, covenants, conditions, purposes and provisions hereof.

ARTICLE I

The 4M Fund

1.01 Name. The name of the common law trust created by this Declaration of Trust shall be "Minnesota Municipal Money Market Fund" (the 4M Fund) and, so far as may be practicable, the Trustees shall conduct the 4M Fund's activities, execute all documents and sue or be sued under that name, which name (and the word "4M Fund" wherever used in this Declaration of Trust, except where the context otherwise requires) shall refer to the Trustees in their capacity as Trustees, and not individually or personally, and shall not refer to the officers, agents, employees, counsel, advisers, consultants, accountants, or Participants of the 4M Fund or of such Trustees. Should the Trustees determine that the use of such name is not practicable, legal or convenient, they may use such other designation or they may adopt such other name for the 4M Fund as they deem proper, and the 4M Fund may hold property and conduct its activities under such designation or name. The Trustees shall take such actions as they, acting with the advice of counsel, shall deem necessary or appropriate to file or register such name in accordance with the Laws of the State of Minnesota or the United States of America so as to protect and reserve the right of the 4M Fund in and to such name.

1.02 Purpose: Only Certain Minnesota Municipalities to be Participants.

(a) The purpose of the 4M Fund is to provide a means through which Municipalities may jointly and cooperatively exercise their power to invest their respective available funds so as to enhance their investment opportunities pursuant to an investment program conducted in accordance with the Laws of the State of Minnesota, from time to time in effect, governing the investment of the Municipal Funds. Only Municipalities organized under the Laws of the State of Minnesota may become Participants. A Municipality may become a party to this Declaration of Trust and may place moneys in the 4M Fund only after its Board or Council has duly adopted a resolution, or taken other applicable official action, authorizing such Municipality to become a Participant of the 4M Fund and adopting this Declaration of Trust.

(b) It is not necessary for a municipality to place any funds in the 4M Fund to become a Participant, and no minimum investment balance must be maintained by a Municipality which has become a Participant in order for such Municipality to continue to be a Participant.

1.03 Location. The 4M Fund shall maintain an office of record in the State of Minnesota and may maintain such other offices or places of business as the Trustees may from time to time determine. The initial office of record of the 4M Fund shall be: c/o League of Minnesota Cities, 183 University Ave. East, St. Paul, Minnesota 55101. The office of record may be changed from time to time by resolution of the Trustees, and notice of such change of the office of record shall be given to each Participant.

1.04 Nature of 4M Fund and Declaration of Trust.

(a) The 4M Fund shall be a common law trust (also known as a business trust) organized and existing under the laws of the State of Minnesota. The 4M Fund is not intended to be, shall not be deemed to be, and shall not be treated as, a general partnership, limited partnership,

joint venture, corporation, investment company, joint stock association or joint stock company. The Participants shall be beneficiaries of the 4M Fund, and their relationship to the Trustees shall be solely in their capacity as Participants and beneficiaries in accordance with the rights conferred upon them hereunder.

(b) This Declaration of Trust is an agreement of indefinite term regarding the joint or cooperative exercise of a power common to the parties thereto within the meaning of the Joint Powers Act.

1.05 Definitions. As used in this Declaration of Trust, the following terms shall have the following meanings unless the context hereof otherwise requires:

"Administrator" shall mean any Person or Persons appointed, employed or contracted with by the Trustees under the applicable provisions of Section 3.1 hereof.

"Administration Agreement" shall mean the agreement with the Administrator referred to in Section 3.3 hereof as the same may be amended from time to time.

"Adviser" shall mean any Person or Persons appointed, employed or contracted with by the Trustees under the applicable provisions of Section 3.1 hereof.

"Affiliate" shall mean, with respect to any Person, another Person directly or indirectly controlling, controlled by or under common control with such Person, or any officer, director, partner or employee of such Person.

"Board of Trustees" or "Trustees" shall mean the Board of Directors of the League of Minnesota Cities.

reordered { "Board" or "Council" shall mean the governing body of a Municipality as defined herein.

"Custodian" shall mean any Person or Persons appointed, employed or contracted with by the Administrator under the applicable provisions of Section 11.2 hereof.

"Custodian Agreement" shall mean the agreement with the Custodian referred to in Section 11.1 hereof as the same may be amended from time to time.

"Declaration of Trust" shall mean this Declaration of Trust as amended, restated or modified from time to time. References in this Declaration of Trust to "Declaration", "hereof", "herein", "hereby" and "hereunder" shall be deemed to refer to the Declaration of Trust and shall not be limited to the particular text, article or section in which such words appear.

"Employee of a Municipality" or "Municipal Employee" shall mean a director of finance, a finance official or other managerial employee of a Municipality charged with responsibility for municipal finance.

"4M Fund" shall mean the common law trust created by this Declaration of Trust.

"4M Fund Property" shall mean, as of any particular time, any and all property, real, personal or otherwise, tangible or intangible, which is transferred, conveyed or paid to the 4M Fund or the Trustees and all income, profits and gains therefrom and which, at such time, is owned or held by, or for the account of, the 4M Fund or the Trustees.

"Information Statement" shall mean the information statement or other descriptive document or documents adopted as such by the Trustees and distributed by the 4M Fund to participants and potential Participants of the 4M Fund as the same may be amended by the Trustees from time to time.

"Initial Participants" shall mean the League of Minnesota Cities and the City of Minnetonka which Municipalities initially formed the 4M Fund by the execution and adoption of this Declaration of Trust.

"Investment Advisory Agreement" shall mean the agreement with the Adviser referred to in Section 3.2 hereof as the same may be amended from time to time.

"Joint Powers Act" shall mean Minnesota Statutes, Section 471.59.

"Laws" shall mean common law and all ordinances, statutes, rules, regulations, orders, injunctions, decisions, opinions or decrees of any government or political subdivision or agency thereof, or any court or similar entity established by any thereof.

reordered { "Municipality" shall mean county, city, town, public authority, public corporation, public commission, special district, any other political subdivision, or an agency of the state or its subdivisions and any "instrumentality" (as that term is defined in the Joint Powers Act) of a municipality. }

"Participants" shall mean the Initial Participants and the Municipalities which adopt this Declaration of Trust pursuant to Section 14.6 hereof.

"Permitted Investments" shall mean the investments referred to in Paragraph (b) or Section 2.2 hereof.

"Person" shall mean and include individuals, corporations, limited partnerships, general partnerships, joint stock companies or associations, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other entities (which or not legal entities) and governments and agencies and political subdivisions thereof.

"Share" shall mean the unit used to denominate and measure the respective beneficial interests of the Participants in the Fund Property as described in Article VI.

"Share Register" shall mean the register of Shares maintained pursuant to Article VII hereof.

"Technical Advisory Board" shall mean the persons appointed by the Trustees to act as technical advisors to the Trust.

ARTICLE II

Powers of the Trustees

2.1 General. Subject to the rights of the Participants as provided herein, the Trustees shall have, without other or further authorization, full, exclusive and absolute power, control and authority over the 4M Fund Property and other the affairs of the 4M Fund to the same extent as if the Trustees were the sole and absolute owners of the 4M Fund Property in their own right, and

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with such powers of delegation as may be permitted by this Declaration of Trust. The trustees may do and perform such acts and things as in their sole judgment and discretion are necessary and proper for conducting the affairs of the 4M Fund or promoting the interests of the 4M Fund and the Participants. The enumeration of any specific power or authority herein shall not be construed as limiting the aforesaid general power or authority or any specific power or authority. The trustees may exercise any power authorized and granted to them by this Declaration of Trust. Such powers of the Trustees may be exercised without the necessity of any order or, or resort to, any court.

2.2 Permitted Investments. The Trustees shall have full and complete power, subject in all respects to Article IV hereof,

(a) to conduct, operate and provide an investment program for the Participants;
and

(b) for such consideration as they may deem proper and as may be required by Law, to subscribe for, invest in, reinvest in, purchase or otherwise acquire, hold, sell, assign, transfer, exchange, distribute or otherwise deal in or dispose of investment instruments as permitted by Law (the "Permitted Investments"). Permitted Investments include, without limitation, as of the date hereof, the following:

(i) any security which is a direct obligation of or is guaranteed as to payment of principal and interest by the United States of America or any agency or instrumentality thereof;

(ii) shares of an investment company (1) registered under the federal investment company act of 1940, whose shares are registered under the federal securities act of 1933, and (2) whose only investments are in securities described in the preceding clause and repurchase agreements fully collateralized by those securities, if the repurchase agreements are entered into only with those primary reporting dealers that report to the Federal Reserve Bank of New York and with the 100 largest United States commercial banks;

(iii) any security which is a general obligation of the State of Minnesota or any of its municipalities;

(iv) bankers acceptances of United States banks eligible for purchase by the Federal Reserve System;

(v) commercial paper issued by United States corporations or their Canadian subsidiaries that is of the highest quality and matures in 270 days or less;

(vi) deposits in a national bank or in a state bank or thrift institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, provided that any such deposit shall be insured, bonded or collateralized in the manner required by Law and that any such bank or thrift institution shall meet criteria designated from time to time by the Trustees;

(vii) repurchase agreements (a) with any bank qualified as a depository of money held in the debt service fund of a municipality of the State of Minnesota or (b) with any national or state bank in the United States of America which is a member of the Federal Reserve System and whose combined capital and surplus equals or exceeds \$10,000,000 or (c) with a Primary Reporting Dealer in United States Government Securities to the Federal Reserve Bank of New York as such term is defined in Minnesota Statutes, Section 475.51, Subdivision 11 or (d) a securities

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broker-dealer having its principal executive office in Minnesota, licensed pursuant to Chapter 80A or an affiliate of it, regulated by the Securities and Exchange Commission and maintaining a combined capital and surplus of \$40,000,000 or more, exclusive of subordinated debt; and

(viii) such other investment instruments now or hereafter permitted by applicable Law for the investment of moneys of Municipalities organized under the laws of the State of Minnesota.

In the exercise of their powers, the Trustees shall not be limited, except as otherwise provided hereunder, to investing in Permitted Investments maturing before the possible termination of the 4M Fund. Except as otherwise provided in this Declaration of Trust, the Trustees shall not be limited by any Law now or hereafter in effect limiting the investments which may be held or retained by trustees or other fiduciaries, and they shall have full authority and power to make any and all Permitted Investments within the limitations of this Declaration of Trust, that they, in their absolute discretion, shall determine to be advisable and appropriate. The Trustees shall have no liability for loss with respect to Permitted Investments made within the terms of this Declaration of Trust, even though such investments shall be of a character or in an amount not considered proper for the investment of trust funds by trustees or other fiduciaries. The Trustees shall be permitted only to make Permitted Investments in accordance with Article IV of this Declaration of Trust.

2.3 Legal Title.

(a) Legal title to all of the 4M Fund Property shall be vested in the Trustees on behalf of the Participants and be held by and transferred to the Trustees, except that the Trustees shall have full and complete power to cause legal title to any 4M Fund Property to be held, on behalf of the Participants, by or in the name of the 4M Fund, or in the name of any other Person as nominee, on such terms, in such manner, and with such powers as the Trustees may determine, so long as in their judgment the interest of the 4M Fund is adequately protected.

(b) The right, title and interest of the Trustees in and to the 4M Fund Property shall vest automatically in all persons who may hereafter become Trustees upon their election to the Board of Directors of the League of Minnesota Cities and qualification without any further act. Upon the expiration of term of office, resignation, disability, removal, adjudication as incompetent, or death of a Trustee, he (and in the event of his death, his estate) shall automatically cease to have any right, title or interest in or to any of the 4M Fund Property, and the right, title and interest of such Trustee in and to the 4M Fund Property shall vest automatically in the remaining Trustees without any further act.

2.4 Disposition of Assets. Subject in all respects to Article IV hereof and to the Laws from time to time applicable to Municipalities of the State of Minnesota, the Trustees shall have full and complete power to sell, exchange or otherwise dispose of any and all 4M Fund Property free and clear of any and all trusts and restrictions, at public or private sale, for cash or on terms, with or without advertisement, and subject to such restrictions, stipulations, agreements and reservations as they shall deem proper, and to execute and deliver any deed, power, assignment, bill of sale, or other instrument in connection with the foregoing. The Trustees shall also have full and complete power, subject in all respects to Article IV hereof, and in furtherance of the affairs and purposes of the 4M Fund, to give consents and make contracts relating to 4M Fund Property or its use.

2.5 Taxes. The Trustees shall have full and complete power: (i) to pay all taxes or assessments, of whatever kind or nature, validly and lawfully imposed upon or against the 4M Fund

or the Trustees in connection with the 4M Fund Property or upon or against the 4M Fund Property or income or any part thereof; (ii) to settle and compromise disputed tax liabilities; and (iii) for the foregoing purposes to make such returns and do all such other acts and things as may be deemed by the Trustees to be necessary or desirable.

2.6 Rights as Holders of 4M Fund Property. The Trustees shall have full and complete power to exercise on behalf of the Participants all of the rights, powers and privileges appertaining to the ownership of all or any Permitted Investments or other property forming part of the 4M Fund Property to the same extent that any individual might, and, without limiting the generality of the foregoing, to vote or give any consent, request or notice or waive any notice either in person or by proxy or power of attorney, with or without the power of substitution, to one or more Persons, which proxies and powers of attorney may be for meetings or actions generally, or for any particular meeting or action, and may include the exercise of discretionary powers.

2.7 Delegation: Committees. The Trustees shall have full and complete power (consistent with their continuing exclusive authority over the management of the 4M Fund, the conduct of its affairs, their duties and obligations as Trustees, and the management and disposition of 4M Fund Property), to delegate from time to time to such one or more of their number (who may be designated as constituting a committee of the Trustees as provided in Section 9.9 hereof) or to officers, employees or agents of the 4M Fund (including, without limitation, the Administrator, the Adviser and the Custodian) the doing of such acts and things and the execution of such instruments either in the name of the 4M Fund, or the names of the Trustees or as their attorney or attorneys, or otherwise as the Trustees may from time to time deem expedient and appropriate in the furtherance of the business affairs and purposes of the 4M Fund.

2.8 Collection. The Trustees shall have full and complete power: (i) to collect, sue for, receive and receipt for all sums of money or other property due to the 4M Fund; (ii) to consent to extensions of the time for payment, or to the renewal of any securities, investments or obligations; (iii) to engage or intervene in, prosecute, defend, compromise, abandon or adjust by arbitration or otherwise any actions, suits, proceedings, disputes, claims, demands or things relating to the 4M Fund Property; (iv) to foreclose any collateral, security or instrument securing any investments, notes, bills, bonds, obligations or contracts by virtue of which any sums of money are owed to the 4M Fund; (v) to exercise any power of sale held by them, and to convey good title hereunder free of any and all trusts, and in connection with any such foreclosure or sale, to purchase or otherwise acquire title to any property; (vi) to be parties to reorganization and to transfer to and deposit with any corporation, committee, voting trustee or other Person any securities, investments or obligations of any person which form a part of the 4M Fund Property, for the purpose of such reorganization or otherwise; (vii) to participate in any arrangement for enforcing or protecting the interests of the Trustees as the owners or holders of such securities, investments or obligations and to pay any assessment levied in connection with such reorganization or arrangement; (viii) to extend the time (with or without security) for the payment or delivery of any debts or property and to execute and enter into releases, agreements and other instruments, and (ix) to pay or satisfy any debts or claims upon any evidence that the Trustees shall deem sufficient.

2.9 Payment of Expenses. The Trustees shall have full and complete power: (i) to incur and pay any charges or expenses which in the opinion of the Trustees are necessary or incidental to or proper for carrying out any of the purposes of this Declaration of Trust; (ii) to reimburse others for the payment thereof; and (iii) to pay appropriate compensation or fees from the funds of the 4M Fund to Persons with whom the 4M Fund has contracted or transacted business. The Trustees shall fix the compensation, if any, of all officers and employees of the 4M Fund. The Trustees shall not be paid compensation for their general services as Trustees hereunder. The Trustees may pay themselves or any one or more of themselves reimbursement for

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expenses reasonably incurred by themselves or any one or more of themselves on behalf of the 4M Fund.

2.10 Borrowing and Indebtedness. The Trustees shall not have the power to borrow money or incur indebtedness on behalf of the 4M Fund, or authorize the Fund to borrow money or incur indebtedness, except as provided in clause (iv) of Section 4.2 of this Declaration of Trust, but ~~not~~ if and to the extent permitted by Law.

2.11 Deposits. The Trustees shall have full and complete power to deposit, in such manner as may now or hereafter be permitted by Law, any moneys or funds, included in the 4M Fund Property, and intended to be used for the payment of expenses of the 4M Fund or the Trustees, with one or more banks, or thrift institutions meeting the requirements of Section 2.2(b)(vi) hereof. Such deposits are to be subject to withdrawal in such manner as the Trustees may determine, and the Trustees shall have no responsibility for any loss which may occur by reason of the failure of the bank or thrift institution with which the moneys, investments, or securities have been deposited. Each such bank or thrift institution shall comply, with respect to such deposits, with all applicable requirements of all applicable Laws, including, but not limited to, Laws of the State of Minnesota relating to Municipalities.

2.12 Valuation. The Trustees shall have full and complete power to determine in good faith conclusively the value of any of the 4M Fund Property and to revalue the 4M Fund Property.

2.13 Fiscal Year: Accounts. The Trustees shall have full and complete power to determine the fiscal year of the 4M Fund and the method or form in which its accounts shall be kept and from time to time to change the fiscal year or method or form of accounts. Unless otherwise determined by the Trustees pursuant to this Section 2.13, the fiscal year of the 4M Fund shall terminate on June 30 and commence on July 1 of each calendar year.

2.14 Concerning the 4M Fund and Certain Affiliates.

(a) The 4M Fund may enter into transactions with any Affiliate of the 4M Fund or of the Adviser, the Administrator, or the Custodian or of any Trustee, officer, director or employee of the 4M Fund or with any Affiliate of an agent of the 4M Fund or of the Adviser, the Administrator, or the Custodian if (i) each such transaction (or type of transaction) had, after disclosure of such affiliation, been approved or ratified by the affirmative vote of a majority of the Trustees, including a majority of the Trustees who are not Affiliates of any Person (other than the 4M Fund) who is a party to the transaction or transactions with the 4M Fund and (ii) such transaction (or type of transaction) is, in the opinion of the Trustees, on terms fair and reasonable to the 4M Fund and the Participants and at least as favorable to them as similar arrangements for comparable transactions (of which the Trustees have knowledge) with organizations unaffiliated with the 4M Fund or with the Person who is a party to the transaction or transactions with the 4M Fund.

(b) Except as otherwise provided in this Declaration of Trust or in the Laws of the State of Minnesota, in the absence of fraud, a contract, act or other transaction between the 4M Fund and any other Person, or in which the 4M Fund is interested, is valid and no Trustee, officer, employee or agent of the 4M Fund shall have any liability as a result of entering into any such contract, act or transaction even though (i) one or more of the Trustees, officers, employees or agents of such other Person, or (ii) one or more of the Trustees, officers, employees, or agents of the 4M Fund, individually or jointly with or affiliated with, such contract, act or transaction, provided that (i) such interest or affiliation is disclosed to the Trustees and the Trustees authorize such contract, act or other transaction by a vote of a majority of the unaffiliated Trustees, or (ii) such interest or affiliation is disclosed to the Participants, and such contract, act or transaction is

approved by a majority of the Participants.

(c) Any Trustee or officer, employee, or agent of the 4M Fund may, in his personal capacity, or in a capacity as trustee, officer, director, stockholder, partner, member, agent, adviser or employee of any Person, have business interests and engage in business activities in addition to those relating to the 4M Fund, which interests and activities may be similar to those of the 4M Fund and include the acquisition, syndication, holding, management, operation or disposition of securities, investments and funds, for his own account or for the account of such Person. Each Trustee, officer, employee and agent of the 4M Fund shall be free of any obligation to present to the 4M Fund any investment opportunity which comes to him in any capacity other than solely as Trustee, officer, employee or agent of the 4M Fund, even if such opportunity is of a character which, if presented to the 4M Fund, could be taken by the 4M Fund.

(d) Subject to the provisions of Article III hereof, any Trustee or officer, employee or agent of the 4M Fund may be interested as trustee, officer, director, stockholder, partner, member, agent, adviser or employee of, or otherwise have a direct or indirect interest in, any Person who may be engaged to render advice or services to the 4M Fund, and may receive compensation from such Person as well as compensation as Trustee, officer, employee or agent of the Fund or otherwise hereunder. None of the activities and interests referred to in this paragraph (d) shall be deemed to conflict with his duties and powers as Trustee, officer, employee or agent of the 4M Fund.

(e) To the extent that any other provision of this Declaration of Trust conflicts with, or is otherwise contrary to the provisions of, this Section 2.14, the provisions of this Section 2.14 shall be deemed controlling.

(f) Notwithstanding the foregoing provisions of this Section 2.14, the Trustees shall not have the power to engage in any transaction with any Affiliate that would be inconsistent with the Laws of the State of Minnesota concerning conflicts of interest, including, but not limited to, Minnesota Statutes, Sections 471.87 and 471.88, or any other Law limiting the Participants' power to enter into such transaction, and the By-Laws of the 4M Fund may contain provisions more restrictive than those set forth in this Section 2.14.

2.15 Investment Program. The Trustees shall use their best efforts to obtain through the Adviser or other qualified Persons a continuing and suitable investment program, consistent with the investment policies and objectives of the 4M Fund set forth in Article IV of this Declaration of Trust, and the Trustees shall be responsible for reviewing and approving or rejecting the investment program presented by the Adviser or such other Persons. Subject to the provisions of Section 2.7 and Section 3.1 hereof, the Trustees may delegate functions arising under this Section 2.15 to one or more of their number or to the Adviser.

2.16 Power to Contract, Appoint, Retain and Employ.

(a) Subject to the provisions of Section 2.7 and Section 3.1 hereof with respect to delegation of authority by the Trustees, the Trustees shall have full and complete power to appoint, employ, retain, or contract with any Person of suitable qualifications and high repute (including one or more of themselves and any corporation, partnership, trust or other entity of which one or more of them may be an Affiliate, subject to the applicable requirements of Section 2.14 hereof) as the Trustees may deem necessary, or desirable for the transaction of the affairs of the 4M Fund, including any Person or Persons who, under the supervision of the Trustees, may, among other things: (i) serve as the 4M Fund's investment adviser and consultant in connection with policy decisions made by the Trustees; (ii) serve as the 4M Fund's administrator or co-administrators; (iii)

furnish reports to the Trustees and provide research, economic and statistical data in connection with the 4M Fund's investments; (iv) act as consultants, accountants, technical advisers, attorneys, brokers, underwriters, corporate fiduciaries, escrow agents, depositaries, custodians or agents for collection, insurers or insurance agents, registrars for Shares or in any other capacity deemed by the Trustees to be necessary or desirable; (v) investigate, select, and, on behalf of the 4M Fund, conduct relations with Persons acting in such capacities and pay appropriate fees to, and enter into appropriate contracts with, or employ, or retain services performed or to be performed by, any of them in connection with the investments acquired, sold, or otherwise disposed of, or committed, negotiated, or contemplated to be acquired, sold or otherwise disposed of; (vi) substitute any other Person for any such Person, (vii) act as attorney-in-fact or agent in the purchase or sale or other disposition of investments, and in the handling, prosecuting or other enforcement of any lien or security securing investments; and (viii) assist in the performance of such ministerial functions necessary in the management of the 4M Fund as may be agreed upon with the Trustees.

(b) The manner of employing, engaging, compensating, transferring, or discharging any Person as an employee of the 4M Fund shall be subject to Minnesota Law. For purposes of the preceding sentence, "employee of the 4M Fund" shall not include independent contractors such as the Adviser, the Administrator, the Custodian, counsel or independent accountants and their respective employees.

2.17 Insurance. The Trustees shall have full and complete power to purchase and pay for, entirely out of 4M Fund Property, insurance policies insuring the 4M Fund and the Trustees, officers, employees and agents of the 4M Fund individually against all claims and liabilities of every nature arising by reason of holding or having held any such office or position, or by reason of any action alleged to have been taken or omitted by the 4M Fund or any such Person as Trustee, officer, employee and agent, including any action taken or omitted that may be determined to constitute negligence, whether or not the 4M Fund would have the power to indemnify such Person against such liability.

2.18 Seal. The Trustees shall have full and complete power to adopt and use a seal for the 4M Fund, but, unless otherwise required by the Trustees, it shall not be necessary for the seal to be placed on, and its absence shall not impair the validity of, any document, instrument or other paper executed and delivered by or on behalf of the 4M Fund.

2.19 Indemnification. In addition to the mandatory indemnification provided for in Section 5.3 hereof, the Trustees shall have full and complete power, to the extent permitted by applicable Laws, to indemnify or enter into agreements with respect to indemnification with any Person with whom the 4M Fund has dealings, including, without limitation, the Adviser, the Administrator, and the Custodian, to such extent as the Trustees shall determine.

2.20 Remedies. Notwithstanding any provision in this Declaration of Trust, when the Trustees deem that there is a significant risk that an obligor to the 4M Fund may default or is in default under the terms of any obligation to the 4M Fund, the Trustees shall have full and complete power to pursue any remedies permitted by Law which, in their sole judgment, are in the interests of the 4M Fund, and the Trustees shall have full and complete power to enter into any investment, commitment or obligation of the 4M Fund resulting from the pursuit of such remedies as are necessary or desirable to dispose of property acquired in the pursuit of such remedies.

2.21 Information Statement. The Trustees shall have full and complete power to prepare, publish and distribute an Information Statement regarding the 4M Fund and to amend or supplement the same from time to time.

2.22 Further Powers. The Trustees shall have full and complete power to take all such actions, do all such matters and things and execute all such instruments as they deem necessary, proper or desirable in order to carry out, promote or advance the interests and purposes of the 4M Fund although such actions, matters or things are not herein specifically mentioned. Any determination as to what is in the best interests of the 4M Fund made by the Trustees in good faith shall be conclusive. In construing the provisions of this Declaration of Trust, the presumption shall be in favor of a grant of power to the Trustees. The Trustees shall not be required to obtain any court order to deal with the 4M Fund Property.

2.23 Compliance with Laws. The Trustees shall at all times exercise all powers granted hereunder in compliance with, and the operations of the 4M Fund shall at all times be conducted in accordance with, the applicable Laws of the State of Minnesota.

2.24 Tax or Aid or Revenue Anticipation Borrowing. Notwithstanding the provisions of Section 2.10 or 4.2 or any other provision of this Declaration, the Trustees shall have full and complete power to borrow money or incur indebtedness as a part of a program of tax or aid or revenue anticipation borrowing by Participant Municipalities. They shall have the power to issue such obligations on behalf of the Participants, coordinate the issuance of such obligations by the Participants, to become members of joint powers entities authorized to issue or coordinate the issuance of such obligations, or to enter into contracts or agreements of any nature authorized by law related to the issuance of such obligations. The assets of the 4M Fund itself shall not be pledged by the Trustees to the repayment of any portion of such borrowing and any obligations issued shall not constitute a debt of the 4M Fund, shall not be payable from or be a charge upon any assets of the 4M Fund, shall not give rise to any pecuniary liability of the 4M Fund, and shall not be enforceable against any property of the 4M Fund, other than amounts received from participating Municipalities in connection with that anticipation borrowing program which are pledged to the repayment of the borrowing or obligations. The Trustees shall have such powers as necessary to conduct or participate in such anticipation borrowing programs as approved by the Trustees, including a program of investment of obligation proceeds.

ARTICLE III

Technical Advisory Board, Investment Adviser, Administrator, and Custodian

3.1 Appointment. The Trustees are responsible for the general investment policy and program of the 4M Fund and for the general supervision and administration of the business and affairs of the 4M Fund conducted by the officers, agents, employees, investment advisers, administrators, or independent contractors of the 4M Fund. The Trustees are not required personally to conduct all of the routine business of the 4M Fund and, consistent with their ultimate responsibility as stated herein, the Trustees may appoint, employ or contract with an Adviser as an investment adviser to the Trustees, an Administrator as an administrator for the 4M Fund and a Custodian. The trustees may grant or delegate such authority to the Adviser and the Administrator (pursuant to the terms of Section 2.16 hereof) or to any other Person the services of whom are obtained by the Adviser or the Administrator, as the Trustees may, in their sole discretion, deem to be necessary or desirable, for the efficient management of the 4M Fund, without regard to whether such authority is normally granted or delegated by trustees or other fiduciaries. The Trustees may appoint one or more persons to serve jointly as Co-Advisers and one or more persons to serve jointly as Co-Administrators. The same person may serve simultaneously as the Administrator and as the Adviser, but no person serving as the Administrator or as the Adviser may serve as the Custodian. Piper Capital Management, Inc., a subsidiary of Piper Jaffray, Inc., a corporation organized and existing under the Laws of the State of Delaware, is appointed as the initial

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Administrator and Adviser for the 4M Fund. Marquette Bank Minneapolis is appointed as the initial Custodian for the 4M Fund. The Trustees shall appoint a Technical Advisory Board to assist the Trustees in the development of policies and the overseeing and reviewing of the activities of the 4M Fund. The Technical Advisory Board shall be made up of such individuals as the Trustees deem advantageous to the Fund. The composition of the Technical Advisory Board may be changed from time to time in the discretion of the Trustees.

3.2 Duties of the Adviser. The duties of the Adviser shall be those set forth in the Investment Advisory Agreement to be entered into between the 4M Fund and the Adviser. Such duties may be modified by the Trustees, from time to time, by the amendment of the Investment Advisory Agreement. Subject to Article IV hereof, the Trustees may authorize the Adviser to effect purchases, sales, or exchanges of 4M Fund Property on behalf of the Trustees or may authorize any officer, employee, agent or Trustee to effect such purchases, sales, or exchanges pursuant to recommendations of the Adviser, all without further action by the Trustees. Any and all of such purchases, sales, and exchanges shall be deemed to be authorized by all the Trustees. The Investment Advisory Agreement may authorize the Adviser to employ other persons to assist it in the performance of its duties. The Investment Advisory Agreement shall provide that it may be terminated at any time without cause and without the payment of any penalty by the 4M Fund on sixty (60) days written notice to the Adviser.

3.3 Duties of the Administrator. The duties of the Administrator shall be those set forth in the Administration Agreement to be entered into between the 4M Fund and the Administrator. Such duties may be modified by the Trustees, from time to time, by the amendment of the Administration Agreement. The Administration Agreement may authorize the Administrator to employ other persons to assist it in the performance of its duties. The Administration Agreement shall provide that it may be terminated at any time without cause and without the payment of any penalty by the 4M Fund on sixty (60) days written notice to the Administrator.

3.4 Duties of Custodian. The duties and qualifications of the Custodian shall be those set forth in Article 11 herein.

3.5 Successors. In the event that, at any time, the position of Adviser, Administrator, or Custodian shall become vacant for any reason, the Trustees may appoint, employ or contract with a successor Adviser, Administrator, or Custodian. A predecessor shall assist and cooperate with the 4M Fund in the smooth and orderly transition in the event a successor Adviser, Administrator, or Custodian is appointed for any reason.

ARTICLE IV

Investments

4.1 Statement of Investment Policy and Objective. Subject to the prohibitions and restrictions contained in Section 4.2 hereof, the general investment policy and objective of the Trustees shall be to provide to the Participants of the 4M Fund the highest possible investment yield, while maintaining liquidity and preserving capital by investing in Permitted Investments in accordance with applicable provisions of Law, as may be set forth more fully in the 4M Fund's Information Statement, as the same may be amended from time to time.

4.2 Restrictions Fundamental to the 4M Fund. Notwithstanding anything in this Declaration of Trust which may be deemed to authorize the contrary, the 4M Fund:

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(i) May not make any investment other than investments authorized by the provisions of Law applicable to the investment of funds by the Participants, as the same may be amended from time to time;

(ii) May not purchase any Permitted Investment which has a maturity date more than one year from the date of the 4M Fund's purchase thereof, unless subject, at the time of such purchase by the 4M Fund, to an irrevocable agreement on the part of a Responsible Person to purchase such Permitted Investment from the 4M Fund within one (1) year;

(iii) May not purchase any Permitted Investment if the effect of such purchase by the 4M Fund would be to make the average dollar weighted maturity of the 4M Fund's investment portfolio greater than ninety (90) days, provided, however, that in making such determination any Permitted Investment which is subject to an irrevocable agreement of the nature referred to in the preceding clause (ii) shall be deemed to mature on the day on which the 4M Fund is obligated to sell such Permitted Investment back to a Responsible Person or the day on which the 4M Fund may exercise its rights under such agreement to require the purchase of such Permitted Investment by a Responsible Person;

(iv) May not borrow money or incur indebtedness except to facilitate as a temporary measure:

(a) withdrawal requests which might otherwise require unscheduled dispositions of portfolio investments;

(b) for a period not to exceed one business day, withdrawal requests pending receipt of collected funds from investments sold on the date of the withdrawal requests or withdrawal requests from Participants who have notified the 4M Fund of their intention to deposit funds in their accounts on the date of the withdrawal requests; or

(c) for a period not to exceed one business day, the purchase of Permitted Investments pending receipt of collected funds from Participants who have notified the 4M Fund of their intention to deposit funds in their accounts on the date of the purchase of the Permitted Investments;

(v) May not make loans, provided that the 4M Fund may make Permitted Investments;

(vi) May not hold or provide for the custody of any 4M Fund Property in a manner not authorized by Law or by any institution or Person not authorized by Law;

(vii) Except as permitted by Section 2.2(b)(ii) hereof, may not purchase securities or shares of investment companies or any entities similar to the 4M Fund; and

(viii) May not pledge assets except to secure indebtedness permitted by (iv) of this Section 4.2; however in the case of indebtedness secured under Section 4.2(iv)(b) or (c) hereof, it may pledge assets only to the extent of the actual funds in the account of a participant on whose behalf the permitted indebtedness was incurred plus an amount equal to that amount which that Participant has notified the 4M Fund that it intends to deposit in its account on that date.

For the purposes of this Section 4.2, the phrase "Responsible Person" shall mean a person with which the 4M Fund is authorized to enter into agreements pursuant to Section 2.2(b)(vii) hereof.

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4.3 Amendment of Restrictions. The restrictions set forth in Section 4.2 hereof are fundamental to the operation and activities of the 4M Fund and may not be changed without the affirmative vote of a majority of the Participants entitled to vote, except that such restrictions may be changed by the Trustees so as to make them more restrictive when necessary to conform the investment program and activities of the 4M Fund to the Laws of the State of Minnesota and the United States of America as they may from time to time be amended.

ARTICLE V

Limitations of Liability

5.1 Liability to Third Persons. No Participant shall be subject to any personal liability whatsoever, in tort, contract or otherwise to any other Person or Persons in connection with 4M Fund Property or the affairs of the 4M Fund; and no Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the 4M Fund shall be subject to any personal liability whatsoever in tort, contract or otherwise, to any other Person or Persons in connection with 4M Fund Property or the affairs of the 4M Fund, except that each shall be personally liable for his bad faith, willful misconduct, gross negligence or reckless disregard of his duties or for his failure to act in good faith in the reasonable belief that his action was in the best interests of the 4M Fund and except that the Investment Advisory Agreement and the Administration Agreement shall provide for the personal liability of the Adviser or the Administrator, as the case may be, for its willful or negligent failure to take reasonable measures to restrict investments of 4M Fund Property to those permitted by Law and this Declaration of Trust.

5.2 Liability to the 4M Fund or to the Participants. No Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the 4M Fund shall be liable to the 4M Fund or to any Participant, Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the 4M Fund for any action or failure to act (including, without limitation, the failure to compel in any way any former or acting Trustee to redress any breach of trust) except for his own bad faith, willful misfeasance, gross negligence or reckless disregard of his duties and except that the Investment Advisory Agreement and the Administration Agreement shall provide for the personal liability of the Adviser or the Administrator, as the case may be, for its willful or negligent failure to take reasonable measures to restrict investments of 4M Fund Property to those permitted by Law and this Declaration of Trust; provided, however, that the provisions of this Section 5.2 shall not limit the liability of any agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the 4M Fund with respect to breaches by it of a contract between it and the 4M Fund.

5.3 Indemnification.

(a) The 4M Fund shall indemnify and hold each Participant harmless from and against all claims and liabilities, whether they proceed to judgment or are settled or otherwise brought to a conclusion, to which such Participant may become subject by reason of its being or having been a Participant, and shall reimburse such Participant for all legal and other expenses reasonably incurred by it in connection with any such claim or liability. The rights accruing to a Participant under this Section 5.3 shall not exclude any other right to which such Participant may be lawfully entitled, nor shall anything herein contained restrict the right of the 4M Fund to indemnify or reimburse a Participant in any appropriate situation even though not specifically provided herein.

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(b) The 4M Fund shall indemnify each of its Trustees and officers, and employees and agents (including, without limitation, the Adviser, the Administrator and the Custodian) designated by the Board of Trustees to receive such indemnification, against all liabilities and expenses (including, without limitation, amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees) reasonably incurred by him in connection with the defense or disposition of any action, suit or other proceeding by the 4M Fund or any other Person, whether civil or criminal, in which he may be involved or with which he may be threatened, while in office or thereafter, by reason of his being or having been such a Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian), except as to any matter as to which he acted in bad faith or with willful misfeasance or reckless disregard of his duties or gross negligence; in addition, in the case of the Adviser, Administrator, or the Custodian in willful or negligent violation of the restrictions on investments of the 4M Fund Property; provided, however, that the provisions of this Section 5.3 shall not be construed to permit the indemnification of any agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the 4M Fund with respect to breaches by it of a contract between it and the 4M Fund; and further provided, however, that as to any matter disposed of by a compromise payment by such Trustee, officer, employee or agent (including the Adviser, Administrator or the Custodian), pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless: 1) The 4M Fund receives a written opinion from independent counsel approved by the Trustees to the effect that if the matter had been adjudicated, the defenses that could have been presented on behalf of such Trustee, officer, employee or agent (including the Adviser, the Administrator or the Custodian), were meritorious; and 2) If in the opinion of the Board of Trustees, the Trustee, officer, employee or agent (including the Adviser, the Administrator or the Custodian) were not acting in bad faith or with willful misfeasance or reckless disregard of their duties or gross negligence. The rights accruing to any Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) under the provisions of this paragraph (b) of this Section 5.3 shall not exclude any other right to which he may be lawfully entitled; provided, however, that no Trustee, officer, employee or agent may satisfy any right of indemnity or reimbursement granted herein or to which he may be otherwise entitled except out of the 4M Fund Property, and no Participant shall be personally liable to any Person with respect to any claim for indemnity or reimbursement or otherwise. The Trustees may make advance payments in connection with indemnification under this paragraph (b) of this Section 5.3, provided that the indemnified Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) shall have given a written undertaking to reimburse the 4M Fund in the event that it is subsequently determined that he is not entitled to such indemnification.

(c) Any action taken by, or conduct on the part of, the Adviser, the Administrator, a Trustee, an officer, an employee or an agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the 4M Fund in conformity with, or in good faith reliance upon, the provisions of Section 2.14 or Section 5.7 hereof shall not, for the purpose of this Declaration of Trust (including, without limitation, Sections 5.1 and 5.2 and this Section 5.3) constitute bad faith, willful misfeasance, gross negligence or reckless disregard of his duties.

5.4 Surety Bonds. ~~No Trustee shall,~~ as such, be obligated to give any bond or surety or other security for the performance of any of his duties.

5.5 Apparent Authority. No purchaser, seller, transfer agent or other Person dealing with the Trustees or any officer, employee or agent of the 4M Fund shall be bound to make any inquiry concerning the validity of any transaction purporting to be made by the Trustees or by such officer, employee or agent or make inquiry concerning or be liable for the application of

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money or property paid, transferred or delivered to or on the order of the Trustees or of such officer, employee or agent.

5.6 Recitals. Any written instrument creating an obligation of the 4M Fund shall be conclusively taken to have been executed by a Trustee or an officer, employee or agent of the 4M Fund only in his capacity as a Trustee under this Declaration of Trust or in his capacity as an officer, employee or agent of the 4M Fund. Any written instrument creating an obligation of the 4M Fund shall refer to this Declaration of Trust and contain a recital to the effect that the obligations thereunder are not personally binding upon, nor shall resort be had to the property of, any of the Trustees, Participants, officers, employees or agents of the 4M Fund, and that only the 4M Fund Property or a specific portion thereof shall be bound, and such written instrument may contain any further similar recital which may be deemed appropriate; provided, however, that the omission of any recital pursuant to this Section 5.6 shall not operate to impose personal liability on any of the Trustees, Participants, officers, employees or agents of the 4M Fund.

5.7 Reliance on Experts, Etc. Each Trustee and each officer of the 4M Fund shall, in the performance of his duties, be fully and completely justified and protected with regard to any act or any failure to act resulting from reliance in good faith upon the books of account or other records of the 4M Fund, upon an opinion of counsel or upon reports made to the 4M Fund by any of its officers or employees or by the Adviser, the Administrator, the Custodian, accountants, appraisers or other experts or consultants selected with reasonable care by the Trustees or officers of the 4M Fund.

5.8 Liability Insurance. The Trustees shall maintain insurance for the protection of the 4M Fund Property and the Trustees, Participants, officers, employees and agents (not including Advisor, Administrator, or Custodian) of the 4M Fund in such amount as the Trustees shall deem adequate to cover all foreseeable tort and contract liability to the extent available at reasonable rates.

5.9 No Waiver. Nothing in this Declaration of Trust shall be construed as constituting the waiver of any immunity from liability available to the 4M Fund or the Trustees, Participants, officers, employees or agents of the 4M Fund pursuant to any applicable provision of Law.

ARTICLE VI

Interests of Participants

6.1 General. The beneficial interest of the Participants hereunder in the 4M Fund Property and the earnings thereon shall, for convenience of reference, be divided into Shares, which shall be used as units to measure the proportionate allocation to the respective Participants of the beneficial interest hereunder. The number of Shares that may be used to measure and represent the proportionate allocation of beneficial interest among the Participants is unlimited. All Shares shall be of one class representing equal distribution, liquidation and other rights. The beneficial interest hereunder measured by the Shares shall not entitle a Participant to preference, preemptive, appraisal, conversion, or exchange rights of any kind with respect to the 4M Fund or the 4M Fund Property. Title to the 4M Fund Property of every description and the right to conduct any affairs hereinbefore described are vested in the Trustees on behalf and for the beneficial interest, of the Participants, and the Participants shall have no interest therein other than the beneficial interest conferred hereby and measured by their Shares, and they shall have no right to call for any partition or division of any property, profits, rights, or interests of the 4M Fund nor can they be called upon to share or assume any losses of the 4M Fund or suffer an

assessment of any kind by virtue of the allocation of Shares to them, except as provided in Section 10.2 hereof.

6.2 Allocation of Shares

(a) The Trustees shall credit a Participant with additional Shares upon receipt of funds (including, without limitation, income from the investment of 4M Fund Property) for the account of such Participant, based on the net asset value per Share as determined pursuant to Section 10.1 hereof. In connection with any allocation of Shares, the Trustees may allocate fractional Shares. The Trustees may from time to time adjust the total number of Shares allocated without thereby changing the proportionate beneficial interests in the 4M Fund. Reductions or increases in the number of allocated Shares may be made in order to maintain a constant net asset value per Share as set forth in Section 10.2 hereof. Shares shall be allocated and reduced in numbers as whole Shares and/or one hundredths (1/100ths) of a Share or multiples thereof.

(b) Shares may be allocated only to a Municipality which has become a Participant of the 4M Fund in accordance with Section 1.2 hereof. Each Participant may establish more than one account within the 4M Fund for such Participant's convenience.

(c) The minimum amount of funds which may be placed in the 4M Fund by a Participant at any one time shall be as determined by the Trustees from time to time. Unless otherwise determined by the Trustees pursuant to this paragraph (c) of this Section 6.2, the minimum amount of funds which may be placed in the 4M Fund by a Participant at any one time shall be One Dollar (\$1.00).

6.3 Evidence of Share Allocation. Evidence of Share allocation shall be reflected in the Share Register maintained by or on behalf of the 4M Fund pursuant to Section 7.1 hereof, and the 4M Fund shall not be required to issue certificates as evidence of Share allocation.

6.4 Reduction in Number of Shares to Maintain Constant Net Asset Value. The Shares of the 4M Fund shall be subject to reduction in number pursuant to the procedure for reduction of outstanding Shares set forth in Section 10.2 hereof in order to maintain the constant net-asset value per Share.

6.5 Withdrawals. Funds may be withdrawn from the 4M Fund at the option of a Participant, upon and subject to the terms and conditions provided in this Declaration of Trust. The 4M Fund shall, upon application of any Participant, promptly pay to such Participant the amount requested and shall reduce the number of Shares allocated to such Participant to the number of Shares which shall reflect such Participant's proportionate interest in the net assets of the 4M Fund after such withdrawal of funds. The procedures for effecting a withdrawal shall be as adopted by the Trustees and as set forth in the Information Statement of the 4M Fund, as the same may be amended from time to time; provided, however, that such procedures shall not be structured so as to substantially and materially restrict the ability of the Participants to withdraw funds from the 4M Fund.

6.6 Suspension of Right of Withdrawal; Postponement of Payment. Each Participant, by its adoption of this Declaration of Trust, agrees that the Trustees may, without the necessity of a formal meeting of the Trustees, temporarily suspend the right of withdrawal or postpone the date of payment pursuant to withdrawal requests for the whole or any part of any period (i) during which there shall have occurred any state of war, national emergency, banking moratorium or suspension of payments by banks in the State of Minnesota or any general suspension of trading or limitation of prices on the New York or American Stock Exchange (other than customary week-end

and holiday closing) or (ii) during which any financial emergency situation exists as a result of which disposal by the 4M Fund of 4M Fund Property is not reasonably practicable because of the substantial losses which might be incurred or it is not reasonably practicable for the 4M Fund fairly to determine the value of its net assets. Such suspension or postponement shall not alter or affect a Participant's beneficial interest hereunder as measured by its Shares or the accrued interest and earnings thereon. Such suspension or payment shall take effect at such time as the Trustees shall specify but not later than the close of business on the business day next following the declaration of suspension, and thereafter there shall be no right of withdrawal or payment until the Trustees shall declare the suspension or postponement at an end, except that the suspension or postponement shall terminate in any event on the first day on which the period specified in clause (i) or (ii) above shall have expired (as to which, the determination of the Trustees shall be conclusive). In the case of a suspension of the right of withdrawal or a postponement of payment pursuant to withdrawal requests, a Participant may either (i) withdraw its request for withdrawal or (ii) receive payment based on the net asset value existing after the termination of the suspension.

6.7 Minimum Withdrawal. There shall be no minimum amount which may be withdrawn from the 4M Fund at any one time at the option of a Participant; provided, however, that no request by a Participant for the withdrawal of less than one dollar (\$1.00) need be honored.

6.8 Defective Withdrawal Requests. In the event that a Participant shall submit a request for the withdrawal of a greater amount than is then credited to the account of such Participant, such request shall not be honored, and each Participant, by its adoption of this Declaration of Trust, agrees that the Trustees shall have full and complete power to withdraw funds from the account of a Participant, and to reduce proportionately the number of Shares allocated to such Participant in accordance with Section 6.5 hereof, in an amount sufficient to reimburse the 4M Fund for any fees, expenses, costs or penalties actually incurred by the 4M Fund as a result of such defective withdrawal request.

6.9 Allocation of Certain Expenses. Each Participant will, at the discretion of the 4M Fund, indemnify the 4M Fund against all expenses and losses resulting from indebtedness incurred on that Participant's behalf under Section 4.2(iv)(b) or (c) hereof. Each Participant authorizes the Trustees to reduce its Shares to the number of Shares which reflects that Participant's proportionate interest in the net assets of the 4M Fund after allocation of those expenses and losses to it.

ARTICLE VII

Record of Shares

7.1 Share Register. The Share Register shall be kept by or on behalf of the Trustees, under the direction of the Trustees, and shall contain (i) the names and addresses of the Participants, (ii) the number of Shares representing their respective beneficial interests hereunder and (iii) a record of all allocations and reductions thereof. Such Share Register shall be conclusive as to the identity of the Participants to which the Shares are allocated. Only Participants whose allocation of Shares is recorded on such Share Register shall be entitled to receive distributions with respect to Shares or otherwise to exercise or enjoy the rights and benefits related to the beneficial interest hereunder represented by the Shares. No Participant shall be entitled to receive any distribution, nor to have notices given to it as herein provided, until it has given its appropriate address to such officer or agent of the Fund as shall keep the Share Register for entry

thereon.

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7.2 Registrar. The Trustees shall have full and complete power to employ a registrar. Unless otherwise determined by the Trustees, the Share Register shall be kept by the Administrator which shall serve as the registrar for the 4M Fund. The registrar shall record the original allocations of Shares in the Share Register. Such registrar shall perform the duties usually performed by registrars of certificates and shares of stock in a corporation, except as such duties may be modified by the Trustees.

7.3 Owner of Record. No Person becoming entitled to any Shares in consequence of the merger, reorganization, consolidation, bankruptcy or insolvency of any Participant or otherwise, by operation of Law, shall be recorded as the Participant to which such Shares are allocated and shall only be entitled to receive for such Shares the amount credited to the account of the Participant whose beneficial interest in the 4M Fund is represented by such Shares. Until the Person becoming entitled to receive such amount shall apply for the payment thereof and present any proof of such entitlement as the Trustees may in their sole discretion deem appropriate, the Participant of record to which such Shares are allocated shall be deemed to be the Participant to which such Shares are allocated for all purposes hereof, and neither the Trustees nor the registrar nor any officer or agent of the 4M Fund shall be affected by any notice of such merger, reorganization, consolidation, bankruptcy, insolvency or other event.

7.4 No Transfers of Shares. The beneficial interests measured by the Shares shall not be transferrable, in whole or in part, other than to the 4M Fund itself for purposes of effectuating a withdrawal of funds.

7.5 Limitation of Fiduciary Responsibility. The Trustees shall not, nor shall the Participants or any officer, registrar or other agent of the 4M Fund, be bound to see to the execution of any trust, express, implied or constructive, or of any charge, pledge or equity to which any of the Shares or any interest therein are subject, or to ascertain or inquire whether any withdrawal of funds by any Participant or its representatives is authorized by such trust, charge, pledge or equity, or to recognize any Person as having any interest therein except the Participant recorded as the Participant to which such Shares are allocated. The receipt of the Participant in whose name any Share is recorded or of the duly authorized agent of such Participant shall be a sufficient discharge for all moneys payable or deliverable in respect of such Shares and from all liability to see to the proper application thereof.

7.6 Notices. Any and all notices to which Participants hereunder may be entitled and any and all communications shall be deemed duly served or given if mailed, postage pre-paid, addressed to Participants of record at their last known post office addresses as recorded on the Share Register provided for in Section 7.1 hereof.

ARTICLE VIII

Participants

8.1 Voting. Each Participant shall be entitled to one vote as a matter of right with respect to the following matters: (i) amendment of this Declaration of Trust or termination of the 4M Fund as provided in Section 4.3 and Section 13.1 hereof; and (ii) reorganization of the 4M Fund as provided in Section 13.2 hereof. It shall not be necessary for any minimum number of Shares to be allocated to a Participant for the Participant to be entitled to vote. Participants shall not be entitled to cumulative voting with respect to any matter.

8.2 Right to Initiate a Vote of the Participants. The Participants shall, by an instrument or concurrent instruments in writing delivered to the Board of Trustees signed by at least ten percent (10%) of the Participants, have the right to initiate a vote of the Participants as to any matter described in clause (i) or clause (ii) of Section 8.1 hereof. Within twenty (20) days of receipt of such instrument or instruments, the Board of Trustees shall cause a ballot to be sent to each Participant, setting forth the matter to be voted on and the manner in which such ballots should be executed and delivered.

8.3 Inspection of Records. The records of the 4M Fund shall be open to inspection at all reasonable times pursuant to Minnesota Statutes, Chapter 13.

8.4 Meetings of Participants.

(a) Meetings of the Participants may be called at any time by a majority of the Trustees and shall be called by any Trustee upon written request of not less than ten percent (10%) of the Participants, such request specifying the purpose or purposes for which such meeting is to be called. Any such meeting shall be held within the State of Minnesota at such place, on such day and at such time as the Trustees shall designate.

(b) A majority of the Participants entitled to vote at such meeting present in person (including, if permitted by applicable Law, participation by conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other) or by proxy shall constitute a quorum at any meeting of Participants.

8.5 Notice of Meetings and Votes. Notice of all meetings of the Participants, stating the time, place and purposes of the meeting, and notice of any vote without a meeting, stating the purpose and method thereof shall be given by the Trustees by mail to each Participant at its registered address, mailed at least ten (10) days and not more than thirty (30) days before the meeting or the day by which votes must be cast. Only the business stated in the notice of a meeting shall be considered at such meeting. Any adjourned meeting may be held as adjourned without further notice. Any notice required by any "open meeting", "sunshine" or similar law, whether now or hereafter in effect, shall also be given.

8.6 Record Date for Meetings and Votes. For the purposes of determining the Participants that are entitled to vote or act at any meeting or any adjournment thereof, or who are entitled to participate in any vote, or for the purpose of any other action, the Trustees may from time to time fix a date not more than thirty (30) days prior to the date of any meeting or vote of Participants or other action as a record date for the determination of Participants entitled to vote at such meeting or any adjournment thereof or to cast a ballot in such vote or to be treated as Participants of record for purposes of such other action. Any Participant which was a Participant at the time so fixed shall be entitled to vote at such meeting or any adjournment thereof, or to cast a ballot in such vote, even though it then had no Shares allocated to it or has since that date redeemed its Shares. No Participant becoming such after that date shall be so entitled to vote at such meeting or any adjournment thereof or to cast a ballot in such vote or to be treated as a Participant of record for purposes of such other action.

8.7 Proxies. At any meeting of Participants, if permitted by applicable Law, any Participant entitled to vote thereat may vote by proxy, provided that no proxy shall be voted at any meeting unless it shall have been placed on file with the Secretary of the 4M Fund, or with such other officer or agent of the 4M Fund as the Secretary of the 4M Fund may direct, for verification prior to the time at which such vote shall be taken. Pursuant to a resolution of a

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majority of the Trustees, proxies may be solicited in the name of one or more of the officers of the 4M Fund. All proxies shall be revocable at the option of the Participant.

8.8 Number of Votes. Only Participants of record shall be entitled to vote and each Participant shall be entitled to one vote without regard to the number of Shares allocated to it, if any. A proxy purporting to be executed by or on behalf of a Participant shall be deemed valid unless challenged at or prior to its exercise, and the burden of proving invalidity shall rest on the challenger.

8.10 Reports. The Trustees shall cause to be prepared at least annually (i) a report of operations containing a statement of assets and liabilities and statements of operations and of changes in net assets of the 4M Fund prepared in conformity with generally accepted accounting principals and (ii) an opinion of an independent certified public accountant on such financial statements based on an examination of the books and records of the 4M Fund made in accordance with generally accepted auditing standards. A signed copy of such report and opinion shall be filed with the Trustees within ninety (90) days after the close of the period covered thereby. Copies of such reports shall be mailed to all Participants of record within a reasonable period preceding the annual meeting or vote of the Participants. The Trustees shall, in addition, furnish to the Participants, at least quarterly, an interim report containing an unaudited balance sheet of the Fund as at the end of such quarterly period and statements of operations and changes in net assets for the period from the beginning of the then current fiscal year to the end of such quarterly period.

ARTICLE IX

Trustees and Officers

9.1 Number and Qualification.

(a) Subject to the power of the Participants to amend this Declaration of Trust, the Board of Directors of the League of Minnesota Cities shall act as the initial governing body of the 4M Fund and shall be the Board of Trustees. The by-laws and constitution of the League of Minnesota Cities shall govern the operation and make-up of the Trustees and Officers of the 4M Fund.

(b) The Trustees, in their capacity as Trustees, shall not be required to devote their entire time to the business and affairs of the 4M Fund.

(c) The Executive Director of the League of Minnesota Cities may be an ex officio non-voting member of the Board of Trustees.

9.2 Meetings.

(a) Meetings of the Trustees shall be held from time to time upon the call of the Chairman, the Vice Chairman, the Secretary or any two trustees. Regular meetings of the Trustees may be held without call or notice at a time and place fixed by the By-Laws or by resolution of the Trustees. Notice of any other meeting shall be mailed or otherwise given not less than 48 hours before the meeting but may be waived in writing by any Trustee either before or after such meeting. Any notice required by any "open meeting", "sunshine" or similar Law, whether now or hereafter in effect, shall also be given. The attendance of a Trustee at a meeting shall constitute a waiver of notice of such meeting except where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting has not

been lawfully called or convened. The Trustees may act with or, if permitted by applicable Law, without a meeting. A quorum for all meetings of the Trustees shall be a majority of the Trustees. Subject to Section 2.14 hereof and unless specifically provided otherwise in this Declaration of Trust, any action of the Trustees may be taken at a meeting by vote of a majority of the Trustees present (a quorum being present) or, if permitted by applicable Law, without a meeting, by written consents of a majority of the Trustees. Any agreement or other instrument or writing executed by one or more of the Trustees or by any authorized Person shall be valid and binding upon the Trustees and upon the 4M Fund when authorized or ratified by action of the Trustees as provided in this Declaration of Trust.

(b) Any committee of the Trustees may act with or without a meeting. A quorum for all meetings of any such committee shall be a majority of the members thereof. Notice of such meeting, including such notice as may be required by an "open meeting", "sunshine" or similar Law, shall be given as provided in Section 9.2(a). Unless otherwise specifically provided in this Declaration of Trust, any action of any such committee may be taken at a meeting by vote of a majority of the members present (a quorum being present) or, without a meeting, by written consent of a majority of the members.

(c) With respect to actions of the Trustees and any committee thereof, Trustees who are affiliated within the meaning of Section 2.14 hereof or otherwise interested in any action to be taken may be counted for quorum purposes under this Section 9.2 and shall be entitled to vote.

(d) All or any one or more Trustees may, if permitted by applicable Law, participate in a meeting of the Trustees or any committee thereof by utilizing conference telephone or similar communications equipment by means of which all persons participating in the meeting, including members of the public, can hear each other and participate in a meeting pursuant to such communications shall constitute presence in person at such meeting. The minutes of any meeting of Trustees held by utilizing such communications equipment shall be prepared in the same manner as those of a meeting of Trustees held in person.

9.3 Officers. The Officers of the 4M Fund shall be the same as the officers of the Board of Directors of the League of Minnesota Cities. The executive director of the League of Minnesota Cities shall act as secretary of the 4M Fund. The Trustees may elect or appoint, such other officers or agents, who shall have such powers, duties and responsibilities as the Trustees may deem to be advisable and appropriate.

9.4 Committees. The Trustees may elect from time to time from their own number committees consisting of one or more persons, the number composing such committees and the powers conferred upon the same to be determined by vote of the Trustees.

9.5 Reports. The Trustees shall cause to be prepared at least annually (i) a report of operations containing a statement of assets and liabilities and statements of operations and of changes in net assets of the 4M Fund prepared in conformity with generally accepted accounting principles and (ii) an opinion of an independent certified public accountant on such financial statements based on an examination of the books and records of the 4M Fund made in accordance with generally accepted auditing standards. A signed copy of such report and opinion shall be filed with the Trustees within ninety (90) days after the close of the period covered thereby. Copies of such reports shall be mailed to all Participants of record within a reasonable period preceding the annual election of Trustees. The Trustees shall, in addition, furnish to the Participants, at least quarterly, an interim report containing an unaudited balance sheet of the 4M Fund as at the end of such quarterly period and statements of operations and changes in net assets for the period from

the beginning of the then current fiscal year to the end of such quarterly period.

ARTICLE X

Determination of Net Asset Value and Net Income; Distributions to Participants

10.1 Net Asset Value. The net asset value of each allocated Share of the 4M Fund shall be determined once on each business day at such time as the Trustees by resolution may determine. The method of determining net asset value shall be established by the Trustees and shall be set forth in the Information Statement as the same may be amended from time to time. The duty to make the daily calculations may be delegated by the Trustees to the Adviser, the Administrator, the Custodian or such other Person as the Trustees by resolution may designate.

10.2 Constant Net Asset Value; Reduction of Allocated Shares.

(a) The Trustees shall have full and complete power to determine the net income (including unrealized gains and losses on the portfolio assets) of the 4M Fund once on each business day as provided in Section 10.1 hereof and, upon each such determination such net income shall be credited proportionately to the accounts of the Participants in such a manner, and with the result, that the net asset value per Share of the 4M Fund shall remain at a constant dollar value. The accounting method used for the determination of the net income of the 4M Fund and the crediting thereof proportionately to the respective accounts of the Participants shall be determined by the Trustees and shall be set forth in the Information Statement as the same may be amended from time to time. The duty to make the daily calculations may be delegated by the Trustees to the Adviser, the Administrator, the Custodian or such other Person as the Trustees by resolution may designate. Fluctuations in value will be reflected in the number of Shares allocated to each Participant. If there is a net loss, the Trustees shall first offset such amount against income accrued to each Participant. To the extent that such a net loss exceeds such accrued income, the Trustees shall reduce the aggregate number of the 4M Fund's allocated Shares in an amount equal to the amount required in order to permit the net asset value per Share of the 4M Fund to be maintained at a constant dollar value by having each Participant contribute to the 4M Fund its pro rata portion of such number of Shares. Each Participant will be deemed to have agreed to such reduction in such circumstances by its investment in the 4M Fund and its adoption of this Declaration of Trust. The purpose of the foregoing procedure is to permit the net asset value per Share of the 4M Fund to be maintained at a constant dollar value per Share.

(b) The Trustees may discontinue or amend the practice of attempting to maintain the net asset value per Share at a constant dollar amount at any time and such modification shall be evidenced by appropriate changes in the Information Statement as the same may be amended from time to time.

10.3 Supplementary Distributions to Participants. In addition to withdrawals made at the request of individual Participants pursuant to Section 6.5 hereof, the Trustees may from time to time also declare and make to the Participants, in proportion to their respective allocation of Shares, out of the earnings, profits or assets in the hands of the Trustees, such supplementary distributions and the determination of earnings, profits, and other funds and assets available for supplemental distributions and other purposes shall lie wholly in the discretion of the Trustees and may be made at such time and in such manner as the Trustees may in their sole discretion from time to time determine. Any or all such supplementary distributions may be made among the Participants of record at the time of declaring a distribution or among the Participants of record at such other date as the Trustees shall determine.

10.4 Retained Reserves. The Trustees may retain from the gross income of the 4M Fund such amount as they may deem necessary to pay the debts and expenses of the 4M Fund and to meet other obligations of the 4M Fund, and the Trustees shall also have the power to establish such reasonable reserves as they believe may be required.

ARTICLE XI

Custodian

11.1 Duties. The Trustees shall employ a bank or trust company organized under the Laws of the United States of America or the State of Minnesota having an office in the State of Minnesota and having a capital and surplus aggregating at least twenty-five million dollars (\$25,000,000) as Custodian with authority as its agent, but subject to such restrictions, limitations and other requirements, if any, as may be contained in the By-Laws of the 4M Fund to perform the duties set forth in the Custodian Agreement to be entered into between the 4M Fund and the Custodian, or as may be imposed by Law.

11.2 Appointment. The Trustees shall have the power to select and appoint the Custodian for the 4M Fund. The Custodian Agreement shall provide that it may be terminated at any time without cause and without the payment of any penalty by the 4M Fund on sixty (60) days' written notice to the Custodian.

11.3 Custodian Agreement. In addition to containing such other provisions as the Trustees may deem appropriate, the Custodian Agreement shall provide that all investments constituting 4M Fund Property shall be held in safekeeping in the manner required by Law, including, without limitation, Minnesota Statutes, Section 475.66, Subdivision 2.

11.4 Agents of Custodian. The Trustees may also authorize the Custodian to employ one or more agents from time to time to perform such of the acts and services of the Custodian and upon such terms and conditions, as may be agreed upon between the Custodian and such agent and approved by the Trustees; provided, however, that, in every case, such agent shall be a bank or trust company organized under the Laws of the United States of America or one of the States thereof having capital and surplus aggregating at least twenty-five million dollars (\$25,000,000).

11.5 Successors. In the event that, at any time, the Custodian shall resign or shall be terminated pursuant to the provisions of the Custodian Agreement, the Trustees shall appoint a successor thereto.

11.6 Custodian as Depository for Participants. Each Participant hereby designates the Custodian as a depository for funds of the Participant.

ARTICLE XII

Recording of Declaration of Trust

12.1 Recording. This Declaration of Trust and any amendment hereto shall be filed,

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recorded or lodged as a document of public record in such place or places and with such official or officials as may be required by Law or as the Trustees may deem desirable. Each amendment so filed, recorded or lodged shall be accompanied by a certificate signed and acknowledged by a Trustee stating that such action was duly taken in the manner provided for herein; and unless such amendment or such certificate sets forth some earlier or later time for the effectiveness of such amendment, such amendment shall be effective upon its filing. An amended Declaration of Trust, containing or restating the original Declaration and all amendments theretofore made, may be executed any time or from time to time by a majority of the Trustees and shall, upon filing, recording or lodging in the manner contemplated hereby, be conclusive evidence of all amendments contained therein and may thereafter be referred to in lieu of the original Declaration of Trust and the various amendments thereto. Notwithstanding the foregoing provisions of this Section 12.1, no filing or recordation pursuant to the terms of this Section 12.1 shall be a condition precedent to the effectiveness of this Declaration of Trust or any amendment hereto.

ARTICLE XIII

Amendment or Termination of 4M Fund; Duration of Fund

13.1 Amendment or Termination.

(a) The provisions of this Declaration of Trust may be amended or altered (except as to the limitations on personal liability of the Participants and Trustees and the prohibition of assessments upon Participants), or the 4M Fund may be terminated, at any meeting of the Participants or pursuant to any vote of the Participants called for that purpose, by the affirmative vote of a majority of the Participants entitled to vote, or if permitted applicable Law, by an instrument or instruments in writing, without a meeting, signed by a majority of the Trustees and a majority of the Participants; provided, however, that the Trustees may, from time to time by a two-thirds vote of the Trustees, and after fifteen (15) days' prior written notice to the Participants, amend or alter the provisions of this Declaration of Trust, without the vote or assent of the Participants, amend or alter the provisions of this Declaration of Trust, without the vote or assent of the Participants, to the extent deemed by the Trustees in good faith to be necessary to conform this Declaration to the requirements of applicable Laws or regulations or any interpretation thereof by a court or other governmental agency or competent jurisdiction, but the Trustees shall not be liable for failing to do so. Notwithstanding the foregoing, (i) no amendment may be made pursuant to this Section 13.1 which would change any rights with respect to any allocated Shares of the 4M Fund by reducing the amount payable thereon upon liquidation of the 4M Fund or which would diminish or eliminate any voting rights of the Participants, except with the vote or written consent of two-thirds of the Participants entitled to vote thereon; and (ii) no amendment may be made which would cause any of the investment restrictions contained in Section 4.2 hereof to be less restrictive without the affirmative vote of a majority of the Participants entitled to vote thereon.

(b) Upon the termination of the 4M Fund pursuant to this Section 13.1:

(i) The 4M Fund shall carry on no business except for the purpose of winding up its affairs;

(ii) The Trustees shall proceed to wind up the affairs of the 4M Fund and all of the powers of the Trustees under this Declaration of Trust shall continue until the affairs of the 4M Fund shall have been wound up, including, without limitation, the power to fulfill or discharge the contracts of the 4M Fund, collect its assets, sell, convey, assign, exchange, transfer or otherwise dispose of all or any part of the remaining 4M Fund Property to one or more persons

at public or private sale for consideration which may consist in whole or in part of cash, securities or the property of any kind, discharge or pay its liabilities, and do all other acts appropriate to liquidate its affairs; provided, however, that any position of all or substantially all of the 4M Fund Property shall require approval of the principal terms of the transaction and the nature and amount of the consideration by affirmative vote of not less than a majority of the Participants entitled to vote thereon; and

(iii) After paying or adequately providing for the payment of all liabilities, and upon receipt of such releases, indemnities and refunding agreements, as they deem necessary for their protection, the Trustees may distribute the remaining 4M Fund Property, in cash or in kind or partly in each, among the Participants according to their respective proportionate allocation of Shares.

(c) Upon termination of the 4MFund and distribution to the Participants as herein provided, a majority of the Trustees shall execute and lodge among the records of the 4M Fund an instrument in writing setting forth the fact of such termination, and the Trustees shall thereupon be discharged from all further liabilities and duties hereunder, and the right, title and interest of all Participants shall cease and be cancelled and discharged.

(d) A certification in recordable form signed by a majority of the Trustees setting forth an amendment and reciting that it was duly adopted by the Participants or by the Trustees as aforesaid or a copy of the Declaration, as amended, in recordable form, and executed by a majority of the Trustees, shall be conclusive evidence of such amendment.

13.2 Power to Effect Reorganization. If permitted by applicable Law, the Trustees, by vote or written approval of a majority of the Trustees, may select, or direct the organization of, a corporation, association, trust or other Person with which the 4M Fund may merge, or which shall take over the 4M Fund Property and carry on the affairs of the 4M Fund, and after receiving an affirmative vote of not less than a majority of the Participants entitled to vote at any meeting of the Participants, the notice for which includes a statement of such proposed action, the Trustees may effect such merger or may sell, convey and transfer the 4M Fund Property to any such corporation, association, trust or other Person in exchange for cash or shares or securities thereof, or beneficial interest therein with the assumption by such transferee of the liabilities of the 4M Fund; and thereupon the Trustees shall terminate the 4M Fund and deliver such cash, shares, securities or beneficial interest ratably among the participants of this 4M Fund.

13.3 Duration. The 4M Fund shall continue in existence in perpetuity, subject in all respects to the provisions of the Article XIII. ✓

ARTICLE XIV

Miscellaneous

14.1 Governing Law. This Declaration of Trust is executed by the Initial Participants and delivered in the State of Minnesota and with reference to the Laws thereof, and the rights of all parties and the validity, construction and effect of every provision hereof shall be subject to and construed according to the Laws of said State of Minnesota.

14.2 Counterparts. This Declaration of Trust may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

14.3 Reliance by Third Parties. Any certificate executed by an individual who, according to the records of the 4M Fund, or of any official or public body or office in which this Declaration of Trust may be recorded, appears to be a Trustee hereunder or the Secretary or the Treasurer of the 4M Fund, certifying to: (i) the number or identity of Trustees or Participants; (ii) the due authorization of the execution of any instrument or writing; (iii) the form of any vote passed at a meeting of Trustees or Participants or taken pursuant to a vote of Participants; (iv) the fact that the number of Trustees or Participants present at any meeting or executing any written instrument satisfies the requirements of this Declaration of Trust; (v) the form of any By-Law adopted by or the identity of any officers elected by the Trustees; or (vi) the existence of any fact or facts which in any manner relate to the affairs of the 4M Fund, shall be conclusive evidence as to the matters so certified in favor of any Person dealing with the Trustees or any of them or the 4M Fund and the successors of such Person.

14.4 Provisions in Conflict with Law. The provisions of this Declaration of Trust are severable, and if the Trustees shall determine, with the advice of counsel, that any one of more of such provisions (the "Conflicting Provisions") are in conflict with applicable federal or Minnesota Laws, the Conflicting Provisions shall be deemed never to have constituted a part of this Declaration of Trust; provided, however, that such determination by the Trustees shall not affect or impair any of the remaining provisions of this Declaration of Trust or render invalid or improper any action taken or omitted (including, but not limited to, the election of Trustees) prior to such determination.

14.5 Gender; Section Headings.

(a) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa.

(b) Any headings preceding the texts of the several Articles and Sections of this Declaration of Trust and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of references and shall neither constitute a part of this Declaration of Trust nor affect its meaning, construction or effect.

14.6 Adoption by Municipalities Electing to Become Additional Participants; Resignation of Participants.

(a) Any Municipality meeting the requirements of Section 1.2 hereof, may become an additional Participant of this 4M Fund by (i) taking any appropriate official action to adopt this Declaration of Trust, (ii) furnishing the Trustees with satisfactory evidence that such official action has been taken, and (iii) if requested by the Trustees, providing the Trustees with an opinion of counsel to the effect that such party desiring to become a Participant of the 4M Fund is a Municipality as defined herein. A copy of this Declaration of Trust may be adopted by executing a written instrument of adoption in such form as may be prescribed by the Trustees. Delivering an acknowledged copy of such instrument shall constitute satisfactory evidence of the adoption contemplated by this Section 14.6.

(b) Any Participant may resign and withdraw from the 4M Fund by sending a written notice to such effect to the Chairman of the 4M Fund and the Administrator and by requesting the withdrawal of all funds then credited to its account within the 4M Fund. The written notice shall be in the form of a certified resolution of the Municipality Board or Council of the Participant, stating the Municipality Board or Council's intention to resign from the 4M Fund.

Such resignation and withdrawal shall become effective upon the receipt thereof by the Chairman of the 4M Fund and the Administrator. No resignation and withdrawal by a Participant shall operate to annul this Declaration of Trust or terminate the existence of the 4M Fund.

IN WITNESS WHEREOF, the undersigned Municipalities of the State of Minnesota, acting in the capacity of Initial Participants of the Minnesota Municipal Money Market Fund and pursuant to the authority granted by the Joint Powers Act, have executed this Declaration of Trust as of the 23rd day of March, 19 87, as of which date this Declaration of Trust shall take, and come into, full force and effect.

By Conrad A. Slatus
Its Executive Director

and _____
Its _____

By James F. Miller
Its City Manager

and James C. Donlin
Its Mayor

By _____
Its _____

and _____
Its _____

STATE OF MINNESOTA
FILED

APR 23 1987

Jean Anderson Howe
Secretary of State



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Contractual Agreement Between The City of Chatfield and Ability Building Community

Scope of Work:

Ability Building Community, herein referred to as “Vendor” will provide a supervised crew to provide custodial services to Chatfield City Hall, herein referred to as “Vendee”. The location of the worksite is: 21 2nd Street SE Chatfield, MN 55923.

A specific list of tasks can be found on-site in the ABC worksite book, but will generally consist of: vacuuming carpeted areas, cleaning, mopping and/or dusting all resilient surfaces such as floors, ledges, furniture and picture frames, cleaning restrooms, emptying trash, sweeping building garages and washing interior windows. In addition to City Hall, tasks will be performed at the City Park, Fire Station and Water Plant.

Uniform and other requirements:

No uniform requirements.

Vendee will provide all equipment and chemicals as well as all paper supplies and trash can liners. Vendor will provide all personal protective equipment. (Any Vendee supplied chemical changes require updated SDS sheets, and prior approval before use).

Schedule:

The crew will provide the above services two days per week on Mondays & Thursdays from approximately 9:00am – 2:00pm. Additional days may be added if mutually agreed upon by Vendor and Vendee. In the event of inclement weather, when driving conditions are dangerous, Vendor reserves the right to postpone, reschedule, or cancel services for the day. Individuals’ health and safety cannot be jeopardized due to dangerous driving conditions. Vendor is closed on ABC’s listed holidays/closed days and employees will not be scheduled to work those days. 2025 Holiday schedule will be submitted by 12/15/24.

2024 Holiday/Closed Days

January 1st – New Years Day

May 27th – Memorial Day

July 4th & July 5th – Independence Day

July 17th – Staff Training Day

September 2nd – Labor Day

November 28th & 29th – Thanksgiving

December 24th & 25th – Christmas

December 31st – No Crews Past 3:00pm



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If vendee would like to request to switch service days due to a holiday/closed day, contact must be made with the below vendor contact at least two weeks prior. Vendor will do their best to accommodate schedule changes, but cannot guarantee a schedule change can occur.

Vendor's primary contact: Sarah Timmerman, communitycontracts@abcinc.org, 507-535-7137

Vendee's primary contact: Michele Peterson, 507-867-1518, mpeterson@ci.chatfield.mn.us

Terms:

The terms of this work agreement are in effect for the 2024 calendar year and may be extended by mutual agreement of both parties. An updated contract will be generated at the beginning of each calendar year. Either party may cancel this agreement in thirty (30) working days by providing written notice.

Invoice and Payments:

Vendor will charge \$43.62 per crew hour for the services outlined in this contractual agreement. Vendee will be billed following services, with payment due within thirty (30) days of invoice date. Vendee may be subject to a late fee for payments received after 45 days of the invoice date. This rate will be reviewed annually. Unless noted invoices will be sent electronically.

Billing Contact for Vendee: kwangen@ci.chatfield.mn.us

Billing Contact for Vendor: accountsreceivable@abcinc.org

It is understood that the Vendor's staff and individuals served are Vendor's employees, and Vendor will cover all wages, benefits, withholding taxes, and workers compensation insurance.

Health & Safety:

The Vendee will provide a safe working environment for ABC employees. The Vendee will provide personal protective equipment (when applicable). This may include gloves, eye/face protection, etc. Safety Data Sheets (SDS) will also be provided for any products or materials which ABC employees may be expected to use or handle. ABC personnel will perform safety evaluations of the work areas at a minimum of once yearly. ABC employees will be required to follow all safety policies put in place by the Vendee. If ABC employees do not follow proper safety policies, the Vendee will immediately notify contact person listed above as vendor primary contact. It is ABC's responsibility to ensure that all its employees are following established safety policies.

Equal Opportunity Statement

It is the policy of the Vendor to provide equal employment opportunities to individuals without regard to disability, race, color, sex, marital status, or national origin.



1911 14th Street NW • Rochester, MN 55901 • www.abcinc.org

Compliance with Laws and Regulations

In the performance of services under this agreement, Vendor and Vendee agree to comply with all HIPAA, Federal, State, and local laws, ordinances, rules, and regulations.

Except as otherwise provided in this agreement, Vendee may not use or disclose **Protected Health Information (PHI)** they may obtain by any means through the course of contracting services from Vendor, unless specified in this agreement, and provided that such use or disclosure does not violate the **Health Insurance Portability and Accountability Act (HIPAA)** and its implementing regulations, including but not limited to 45 Code of Federal Regulations parts 142, 160, 162, and 164, hereinafter referred to as the Privacy Rule. The uses and disclosures of PHI may not exceed the limitations applicable to the Vendor under the regulations except as authorized.

The Vendee shall not use or further disclose PHI other than as permitted or required by this agreement, or as required by law. The Vendee shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this agreement. The Vendee shall report to the Vendor any use or disclosure of the PHI not provided for by this agreement or otherwise in violation of the Privacy Rule.

Human Rights Provision:

Workers assigned to this job may be considered vulnerable adults. Vendor requests any suspected abuse or negligence issues related to the workers' vulnerability be reported to the Vendor contact to take appropriate action. Further information about the workers should be considered confidential and subject to the same protection as other employee information under the Federal and State Data privacy laws.

Michele Peterson, City Administrator
City of Chatfield

Date

Sarah Timmerman

Sarah Timmerman, Director of Program Innovation
Ability Building Community

12/21/23

Date



Chatfield Alliance

PARTNER, PROMOTE, PROSPER

Date: 12.22.2023

Requesting the use of city-owned property for ChillFest, February 3rd, 2024

EVENT GOAL: To offer winter activities to the community and opportunities to raise awareness and funds for local nonprofits and groups.

The Chatfield Alliance is requesting use of the city park and one block of 4th Street adjacent to the Chatfield Center for the Arts from 9am-9pm as well as the ice rinks from noon to 9pm for the Justin Friedrich memorial Hockey Tournament. Other information to note:

- We would like to use the street barricades for either end of the 4th street block.
- The Alliance has obtained general liability and special event insurance.
- Many activities are weather dependent ie the Justin Friedrichs Memorial Hockey Tournament. Even though we are requesting use of the facilities the event may have to be canceled. If it happens, we will publicize it through Facebook and the event webpage.
- No alcohol will be served as a part of sponsored events outside of the Chatfield Center for the Arts events. Chatfield Center for the Arts has its own liquor license and permit.
- Would like to use fire barrels on the CCA lawn and possibly on the Fourth Street pavement. They will be set on a protective base as requested by public works.
- Medallion hunt medallion will possibly be hidden on city property but care will be take to inform the public about the rules and etiquette for searching.
- Attached is a draft flyer, activities are still be confirmed and again almost all are subject to change due to weather or public health conditions.

City Park/Fourth Street Block

- Horse drawn wagon rides with pick up and drop.
- Yard Games including Turkey Bowling
- Iditerod Dogs - Ramaker Family
- Food truck possibly parked in the truck slot on CCA property.

Mill Creek Park/Ice Rinks

- Hockey Tournament
- Burn barrels
- Food truck possibly parked near the ice rinks.

Thank you for your consideration of this request.

Sara Sturgis/Alison Amundson Bentley
ChooseChatfield/Chatfield Alliance



Contract for Consulting Services

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

Consultant: Andy O'Connor

Address: 1070 John and Mary Dr SE

City, Chatfield State: MN Zip Code: 55923

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

Role: Chatfield Cable Television Seasonal Event Coordinator – Boys Basketball

Beginning: 11/ /2023 Ending: :At the end of the 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.

Andrew O'Connor 12/27/23

Cable Television Administrator
Sign & Date

Andrew O'Connor 12/27/23

Contractor
Sign & Date

Mayor
Sign & Date

December 27, 2023

Honorable Mayor and
Members of the City Council
City of Chatfield, Minnesota
21 SE 2nd Street
Chatfield, Minnesota 55923

The following represents our understanding of the services we will provide City of Chatfield, Minnesota.

You have requested that we audit the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Chatfield, Minnesota, as of December 31, 2023, and for the year then ending, and the related notes, which collectively comprise City of Chatfield, Minnesota's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that certain required supplementary information (RSI) be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's discussion and analysis
2. Schedule of City and Non-Employer Proportionate Share of Net Pension Liability
3. Schedule of City Contributions to Pension Plans
4. Schedule of Changes in the Fire Relief Association Net Pension Asset and Related Ratios
5. Schedule of City Contributions and Non-Employer Contributing Entities for the Chatfield Fire Department Relief Association

City of Chatfield, Minnesota

Page 2

Supplementary information other than RSI will accompany City of Chatfield, Minnesota's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

1. Financial data included in the management's discussion and analysis
2. The Combining and Individual Non-Major Fund financial statements and schedules
3. Supplemental financial information

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the basic financial statements:

1. Introductory section, including elected and appointed

Auditor Responsibilities

We will conduct our audit in accordance with GAAS. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We may advise management about appropriate accounting principles and their application, and we may assist in the assembly of your financial statements. However, management has the final responsibility for the selection and application of accounting policies and the fair presentation of financial statements that reflect the nature and operation of City of Chatfield, Minnesota.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about City of Chatfield, Minnesota's ability to continue as a going concern for a reasonable period of time.

Auditor Responsibilities (Continued)

Our engagement is not designed to detect immaterial misstatements, including those caused by error, fraud, theft, illegal acts, any wrongdoing within the entity, or noncompliance with laws and regulations. However, we will inform the appropriate level of management and those charged with governance, as AICPA professional standards require, of material errors, evidence of fraud, or information that come to our attention that indicates fraud may have occurred. In addition, we will discuss with you and, when appropriate, those charged with governance, matters involving noncompliance or suspected noncompliance with laws and regulations that come to our attention during the course of the audit, or through information provided by other parties, unless they are clearly inconsequential.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

As part of our audit process, we may request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Our audit does not relieve you or management of your respective responsibilities.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of City of Chatfield, Minnesota's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements, such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit;
 - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;

Management Responsibilities (Continued)

- d. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by Smith, Schafer & Associates, LTD;
- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- f. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- g. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- h. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- i. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- j. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Nonattest Services

With respect to any nonattest services, we will perform the following:

- Assist in preparing the financial statements and related notes of City of Chatfield, Minnesota in conformity with U.S. generally accepted accounting principles based on information provided by you
- Recommend Bookkeeping adjustments.
- Assist Auditee in documenting their procedures related to Implementation of GASB 96, Subscription Based Information Technology Arrangements
- Provide other general consultation as requested by you from time to time

We will not assume management responsibilities on behalf of City of Chatfield, Minnesota. However, we will provide advice and recommendations to assist management of City of Chatfield, Minnesota in performing its responsibilities.

Management Responsibilities (Continued)

Nonattest Services (Continued)

City of Chatfield, Minnesota's management is responsible for (a) making all management decisions and performing all management functions; (b) designating an individual who possesses suitable skill, knowledge, and/or experience, preferably within senior management, to oversee our services; (c) evaluating the adequacy of the services performed; (d) accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Reporting

We will issue a written report upon completion of our audit of City of Chatfield, Minnesota's basic financial statements. Our report will be addressed to the governing body of City of Chatfield, Minnesota. We cannot provide assurance that an unmodified opinion will be rendered. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement without expressing an opinion. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

You agree to provide us with a draft of any document that will contain, accompany or incorporate by reference the audited financial statements and our auditor's report thereon prior to the issuance of such document to third parties. You agree not to issue such document until we have provided our permission to do so.

Our responsibility for other information in documents containing the audited financial statements and our auditor's report does not extend beyond the financial information identified in our report. We have no responsibility for determining whether such other information contained in these documents is fairly stated and will not express an opinion or provide any form of assurance thereon. We will read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or whether the other information appears to be materially misstated. If we receive the other information prior to the date of our auditor's report on the financial statements, our auditor's report will describe our responsibilities related to the other information. If, based on procedures we perform, we conclude that an uncorrected material misstatement of the other information exists, we will describe it in our report.

Other (Continued)

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Provisions of Engagement Administration, Timing, Fees

In the interest of facilitating our services to you, we may send data over the Internet, temporarily store electronic data via computer software applications hosted remotely on the Internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us. You consent to our use of these electronic devices and applications during this engagement.

Jason Boynton is the engagement principal for the audit services specified in this letter. Their responsibilities include supervising the engagement team's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

The fee for the audit of the City's financial statements for the year ending December 31, 2023 will not exceed \$27,500, including expenses. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We will communicate to management and those charged with governance in a separate letter those significant deficiencies or material weaknesses in internal control relevant to the audit of financial statements that we have identified during our audit and that are required to be communicated under AICPA professional standards. This communication of internal control related matters is intended solely for the information and use of management, the audit committee or those charged with governance. The communication is not intended to be, and should not be, distributed to anyone other than these specified parties.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

Provisions of Engagement Administration, Timing, Fees (Continued)

It is our policy to keep records related to this engagement for seven years. However, Smith, Schafer & Associates, LTD does not keep any original client records, so we will return those, if any, to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

We reserve the right to withdraw from the engagement without completing services for any reason, including, but not limited to, non-payment of fees, your failure to comply with the terms of this Agreement, or as we determine professional standards require. If our work is suspended or terminated, you agree that we will not be responsible for your failure to meet governmental and other deadlines, or for any liability, including but not limited to, penalties or interest that may be assessed against you resulting from your failure to meet such deadlines. If this engagement is terminated before services are completed, you agree to compensate us for the services performed and expenses incurred through the effective date of termination.

Smith, Schafer & Associates, LTD's liability for all claims, damages, and costs arising from this engagement is limited to two times the total amount of fees paid by you to Smith, Schafer & Associates, LTD for the service giving rise to this liability. If there are no fees charged to you by Smith, Schafer & Associates, LTD, notwithstanding anything to the contrary in this agreement, Smith, Schafer & Associates, LTD shall not be liable for any lost profits, indirect, special, incidental, punitive or consequential damages of any nature even if we have been advised by you of the possibility of such damages.

You agree to hold us harmless from any and all claims which arise from knowing misrepresentations to us, or the intentional withholding or concealment of information from us by your management. You also agree to indemnify us for any claims made against us by third parties, which arise from any of these actions by your management. The provisions of this paragraph shall apply regardless of the nature of the claim.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Provisions of Engagement Administration, Timing, Fees (Continued)

The audit documentation for this engagement is the property of Smith, Schafer & Associates, LTD and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Smith, Schafer & Associates, LTD's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulators. The regulators may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

To ensure that Smith, Schafer & Associates, LTD's independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement principal before entering into any substantive employment discussions with any of our personnel.

Any dispute (other than our efforts to collect an outstanding invoice) that may arise regarding the meaning, performance or enforcement of this engagement or any prior engagement that we have performed for you, will, prior to resorting to litigation, be submitted to mediation, and the parties will engage in the mediation process in good faith. Any mediation initiated as a result of this engagement shall be administered within Olmsted County, Minnesota, by a mutually agreed upon mediator, according to its mediation rules, and any ensuing litigation shall be conducted within said county, according to Minnesota law. The results of any such mediation shall be binding only upon agreement of each party to be bound. The parties participating in the mediation shall bear their own costs, except that any charges assessed by the mediation organization shall be shared equally by the participating parties.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,



Jason Boynton, CPA
SMITH, SCHAFFER & ASSOCIATES, LTD
Principal

RESPONSE:

This letter correctly sets forth our understanding of City of Chatfield, Minnesota.

Acknowledged and agreed on behalf of City of Chatfield, Minnesota by:

By: _____

Title: _____



Memorandum

To: Personnel / Budget Committee

From: Michele Peterson

Date: January 2, 2024

Memorandum of Understanding

Law Enforcement Labor Services has submitted the attached Memorandum of Understanding regarding Eared Sick and Safe Time for your review. The current contract with LELS for our officers does not include the appropriate language to meet the requirements set forth in the new ESST law. Therefore the MOU is necessary so that we are compliant for the remainder of 2024.

Negotiations for the biannually renewing contract will begin later this year. With a new contract set to begin on January 1, 2025.

Action Requested: Approved the MOU, and forward to the City Council agenda for tonight's meeting (January 8, 2024).

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into between the City of Chatfield (“City”) and Law Enforcement Labor Services, Inc., Local No. 60 (“Union”).

WHEREAS, the Union and City are parties to a Labor Agreement in effect from January 1, 2022 to December 31, 2024, establishing terms and conditions of employment for bargaining unit employees; and

WHEREAS, the State of Minnesota adopted Minnesota Statutes §§181.9445, 181.9446, 181.9447, and 181.9448 (“the Statutes”) establishing new requirements for Earned Sick and Safe Time (“ESST”) for all employers; and

WHEREAS, the City has implemented an ESST Policy, effective January 1, 2024, and the implementation affects terms and conditions of employment contained in the Labor Agreement

WHEREAS, the City and Union wish to amend Article 11 of the Labor Agreement (Sick Leave) to acknowledge the ESST Policy and clarify how it will affect existing provisions in the Labor Agreement.

NOW THEREFORE, the City and the Union agree as follows:

1. Effective January 1, 2024, Article 11 of the Labor Agreement is hereby amended as follows:

Article 11. Sick Leave

11.1 Full-time employees shall earn sick leave at the rate of 8.4 hours per month.

11.2 No more than nine hundred and sixty (960) hours of accumulated sick leave may be carried over from one year to the next. Once an officer has accumulated 960 hours of sick leave, the officer is entitled to accumulate an additional forty-eight (48) hours of catastrophic sick leave. Catastrophic sick leave hours will only be used once the sick leave hours are fully depleted. All Catastrophic sick leave hours will be forfeited upon separation of employment and will not be included in any severance pay calculations.

11.3 Accumulated sick leave may be approved for absences for the following reasons:

11.3.1 Because of illness or injury which prevents the employee from performing job duties and responsibilities.

11.3.2 Because of medical or dental care which cannot be scheduled at a time other than during the employee's normal workday.

11.3.3 ~~To care for relatives as set forth in and pursuant to MS §181.9413 as amended.~~ For any use permitted by the City’s Sick Policy, and consistent with Minn. Stats. §§ 181.9445, 181.9446, 181.9447, and 181.9448.

- 11.4 The Employer may require written medical verification of an employee's illness, a family member's illness or an employee's ability to return to work following an illness or injury. The Employer agrees to pay for the full cost of obtaining the medical verification. For sick leave hours used as ESST, the Employer may require reasonable documentation as defined by Minn. Stat. § 181.9447.
- 11.5 Employees who are ill or injured for a period of time which exceeds their accumulated sick leave may use accumulated vacation or request an unpaid leave of absence in accordance with the provisions of Article 19 (Leave of Absence).
- 11.6 Misuse of the sick leave benefit shall be just cause for disciplinary action as provided by Article 20 (Discipline and Discharge).
- 11.7 Notification. Employees unable to report on their work day because of illness or injury shall notify the Sheriff or designee as soon as possible prior to their scheduled starting time. Employees returning to work from sick leave of three (3) days or more duration shall notify the Sheriff or his designee at least one (1) calendar day prior to their scheduled starting time. Employees failing to give such notice may be subject to discipline as provided by Article 20 (Discipline and Discharge).
- 11.8 When sick leave is approved, employees, for compensation purposes, will be considered to have worked their normal workday.
- 11.9 Part-time employees shall earn pro-rata sick leave benefits based on the number of hours actually worked during a pay period, up to fulltime. Part-time employees shall be eligible for ESST pursuant to the City's ESST policy.
- 11.10 Because ESST is a form of sick leave and does not accrue in addition to or on top of sick leave, any accrued and unused sick leave hours, whether considered ESST or not, shall carry over and be paid out in accordance with the Labor Agreement.
2. All other terms and conditions of the Labor Agreement shall remain in full force and effect and shall be unaffected by this MOU or the implementation of the City 's ESST Policy.

THIS SPACE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the latest date affixed to the signatures below.

FOR THE CITY:

FOR THE UNION:

Mayor Date

Business Agent Date

City Administrator Date

Local #60 Representative Date

Finance Policy Annual Review Tracking



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 13, 2024

The proposed 2024 Finance Policies & Procedures are attached for your consideration.

The annual reviews with marked up recommended revisions were completed;

- 11/13/2023 by the Personnel Budget Committee and
- 12/11 City Council

Background:

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.

The annual review process includes the following steps;

- 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)

For Tracking Purposes following is a bit of history & a summary of recommended updates by 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 Cptlzn 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 regarding 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.
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 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 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.

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

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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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.
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 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

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 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 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 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 meeting or exceeding 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.

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.*

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 Administrator is the chief purchasing agent of the city. Purchases and contracts exceeding \$20,000 are subject to the city council's advance approval. 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 \$20,000.
5. Authorizes all interfund transfers.

Mayor

1. Signs all checks for city council approved expenditures, except for 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 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 (1st, 2nd & 3rd – Annual Financial Statement serves as 4th 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 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 (1st, 2nd & 3rd quarter, the Audited Financial Statement fulfills 4th 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, 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 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 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 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 \$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 \$2,600 (verified 2023 per statement) and alcohol and tobacco purchases are prohibited. There is an instore card which requires a pin for purchases.
 - 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: 25th 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 26th 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 26th 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 Card is not used to make personal purchases.
- Ensure that the 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 Card, the cardholder will receive a PIN number in the mail. Note that 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 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 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 card is the person whose name appears on the face of the card. Do not lend the 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 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 card being declined at that vendor's place of business. The 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 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 25th 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 associates 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 card in a secure location. It needs to be accessible only to the cardholder. If the 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 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 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 5th of the month. . In the event it is not possible to reconcile the bank statements in this period of time, the City 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 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 monthly 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 monthly.
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 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 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 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*

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

Resolution 2024-03
A Resolution Granting Approval of Annual Liquor Licenses and Renewals

Whereas, MINN. STAT. CHAPT. 340A regulates the licensing and regulation of intoxicating liquors within the State of Minnesota; and

Whereas, the City of Chatfield is a liquor license issuing authority under MINN. STAT. CHAPT. 340A; and

Whereas, the Common Council of the City of Chatfield recommends approval of annual licenses and renewals, and

Whereas, the following applicants will have met all city requirements prior to issuance;

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Chatfield the city does hereby recommend approval for the following 2024 Liquor and Beer Licenses:

1. Shari's Sports Saloon (On-Sale plus Sunday & Off-Sale plus Sunday)
2. JAC's Bar and Grill (On-Sale plus Sunday)
3. VFW Club (Club License)
4. Kwik Trip (3.2 Beer)
5. Cenex (3.2 Beer)
6. 52 Bottle Shop (Off-Sale plus Sunday)
7. Chosen Valley Country Club (On-Sale plus Sunday)
8. Chatfield Center for the Arts (On-Sale plus Sunday)
9. Joy Ridge Event Center (On-sale plus Sunday)

ORDINANCE NO. 468

AN ORDINANCE RELATING TO ZONING; AMENDING THE PROVISIONS OF THE *CHATFIELD CODE*, SUBPART A, CHAPTER 113, ARTICLE VI, DIVISION 2, SECTION 291, RELATING TO STANDARDS ESTABLISHED FOR AN ACCESSORY BUILDING LOCATED IN A RESIDENTIAL DISTRICT.

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

Section 1. The provisions of the *Chatfield Code*, Subpart A. Chapter 113, Article VI, Division 2, Section 291, are amended to read:

113-291. **Residential Districts.**

- (a) An accessory building, including a carport, deck and breezeway attached to the principal building on a lot, shall be made structurally a part thereof and shall comply in all respects with the requirements of this article applicable to then principal building. Decks shall not be included in the coverage requirements of this article.
- (b) No accessory building or garage self-storage, shall exceed 16 feet in height. No single accessory building or garage self-storage shall occupy more than ten percent of the lot area, the cumulative total or the lot area occupied by all accessory buildings shall not exceed 15 percent.
- (c) All detached accessory buildings shall be located in the side or rear yards. When located within ten feet of the side or rear wall of the principal building, they shall comply with all yard requirements applicable to the principal building in the district. Where such accessory buildings are to be located in the rear yard more than ten feet from the rear wall of the principal building, they shall not be located closer than five feet from the side or rear lot line; provided however, than when such accessory building is a garage with vehicle entrance door located parallel to an alley, the minimum setback shall be not less than ten feet from the rear lot line. Garages must meet the same setback requirements as a principal building, where allowed.
- (d) No accessory structure shall exceed a footprint of 1,008 square feet in area, nor shall any access door or other opening exceed a height of ten feet. No garage self-storage shall exceed 1,300 square feet, nor shall any access door exceed a height of ten feet.
- (e) Accessory buildings shall not be constructed prior to or in lieu of the principal building.

- (f) Any accessory or incidental structure or building of whatever type or construction, including garages, carports and storage buildings, in which motor vehicles will be parked or stored for any length of time and which require a building permit (i.e. over 200 square feet) shall have a floor of nonflammable and nonabsorbent material as required by the State Building Code.
- (g) Cloth, canvas, plastic sheeting, tarps, or similar material are not allowed as primary building material on an accessory structure. This limitation shall not apply to a greenhouse or accessory structure located in the RR (Rural Residential) zoning district or building used for agricultural purposes.
- (h) All ground mounted residential towers shall be located within ten feet of the side or rear of the principal building. A tower site cannot be closed than six feet from the side yard. A residential tower may not be constructed from a wood pole.
- (i) In addition to any other requirements that may be set forth in this chapter or the State Building Code; an accessory building situated in a residence district shall also be constructed so that:
 - (1) doors will be of a standard walk-in style, roll-up style, or overhead style;
 - (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 finish grade will lap up on the skirting no less than three inches.

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 22 day of January, 2024.

Attest:

Approved:

By its City Clerk

By its Mayor



City of Chatfield

Thurber Community Center • Chatfield Municipal Building
21 Second Street Southeast • Chatfield, Minnesota 55923 • 507-867-3810
www.ci.chatfield.mn.us

MEMORANDUM

TO: PUBLIC WORKS COMMITTEE
FROM: CRAIG BRITTON
SUBJECT: WEST CHATFIELD DRAINAGE IMPROVEMENT PROJECT – PAY REQUEST NO. 2
DATE: DECEMBER 16, 2023
CC: CITY ADMINISTRATOR, MICHELE PETERSON
SUPERINTENDENT OF CITY SERVICES, BRIAN BURKHOLDER

Action Requested: Consider payment of pay application number 2 in the amount of \$12,000.00. Work includes the installation of the concrete driveway and bituminous pavement patching.

Background: Pearson Backhoe started work on the drainage improvement project in late July and substantially completed the project in the middle of August. Subcontractors later came back to pour the concrete driveway and patch the bituminous pavement. Most of the project went as planned, however, as they were installing the storm sewer up Hill Street, they encountered rock excavation for approximately 60 ft. Pearson also dug around additional utility lines which took them additional time to install the storm sewer and removed some additional pavement that was in bad shape. Since Pearson was working in the West Chatfield area, Brian asked them to extend a culvert, shape the drainage swale and place rip rap at the outlet of the culvert on the top of Hill Street. That work was paid separately from the West Chatfield Drainage Improvement Project. The original contract amount for the project was \$105,995 and with the additional work (rock excavation, utilities and additional patching) the project was \$5,508 over the original bid.

1. Pay Application 1 - \$99,503
2. Pay Application 2 - \$12,000
3. Total - \$111,503

Please let me know if you have any questions.

Thanks,

Craig Britton

PEARSON BACKHOE SERVICE INC
 24330 Richland Rd.
 St.Charles, MN 55972

Invoice

DATE	INVOICE #
12/15/2023	7458

BILL TO
City of Chatfield 21 2nd St SE Chatfield, MN 55923

P.O. NO.	TERMS
West Chatfield	Net 30

Date	ITEM	QUANTITY	DESCRIPTION	RATE	AMOUNT
10/1/2023	service	1	replace concrete driveway on West Chatfield Drainage Improvments	2,000.00	2,000.00
	service	1	replace blacktop patches on West Chatfield Drainage Improvments	10,000.00	10,000.00

Thank you for your business.

Total

\$12,000.00

City of Chatfield, Minnesota

Snowplowing Policy

1. Introduction

The city of Chatfield, Minnesota, finds that it is in the best interest of the residents of the city to assume basic responsibility for control of snow and ice on city streets. Reasonable ice and snow control is necessary for routine travel and emergency services. The city will attempt to provide such control in a safe and cost-effective manner, keeping in mind safety, budget, personnel, and environmental concerns. The city will use city employees, equipment and/or private contractors to provide this service. This policy does not relieve the operator of private vehicles, pedestrians, property owners, residents and all others that may be using public streets, of their responsibility to act in a reasonable, prudent and cautious manner, given the prevailing street conditions.

2. When Will the City Start Snow or Ice Control Operations?

The Public Works Director will decide when to begin snow or ice control operations. The criteria for that decision are:

- A. Snow accumulation
- B. Drifting of snow that causes problems for travel
- C. Icy conditions which seriously affect travel; and
- D. Time of snowfall in relationship to heavy use of streets.

Snow and ice control operations are expensive and involve the use of limited personnel and equipment. Therefore, snow and ice removal operations will be determined by the Public Works Director.

3. How Snow will be Plowed

Snow will be plowed in a manner so as to minimize traffic obstructions. The center of the roadway will be plowed first starting from the centerline, pushed snow from left to right on two-way streets. A second pass will be made in order to get the snow to the curb line. On one-way streets or where there is a center boulevard, snow may be pushed in either direction. The discharge shall go onto the boulevard area of the street. Snow on cul-de-sacs will normally be plowed to the curb lines or pushed to into a pile to an open area. Piles will be periodically removed "as needed" When a plow goes on a bridge, the driver shall slow down so snow does not go over the bridge, if possible. In times of extreme snowfall, streets will not always immediately be able to be completely cleared of snow.

4. Snow Removal

The Public Works Director will determine when snow will be removed from the area by snow blower trucks. Such snow removal will occur in areas where there is no room on the boulevard for snow storage and in areas where accumulated piles of snow create a hazardous condition. Snow removal operations will not commence until other snowplowing operations have been completed. Snow removal operations may also be delayed depending on weather conditions, personnel and budget availability. The snow will be removed and hauled to a snow storage area. The snow storage area will be located so as to minimize environmental problems.

5. **Priorities and Schedule of Streets to be Plowed**

The city has classified city streets based on the street function, traffic volume and importance to the welfare of the community. The first priority streets are those streets that provide the maximum possible benefit to higher volume, sensitive areas with high volumes traffic, which connect major sections of the city and provide for emergency fire, police, and medical services. The second priority streets are those streets providing access to schools and commercial businesses. The third priority streets are low volume residential streets. The fourth priority areas are alleys and city parking lots.

During significant and severe storms, the city must be prepared to move personnel and equipment to maintain priority routes first. In fulfilling the need to have all priority streets safe and passable, when resources are limited, plowing of all other streets may be stopped at any time so resources can be shifted to priority routes.

Unforeseeable circumstances may cause delays in completing assigned plow routes. Such circumstances may include weather conditions that endanger the safety of snowplow operators and/or safe and effective operation of equipment, commuter traffic, disabled vehicles, poor visibility conditions, parked cars along streets, assistance to emergency response vehicles, equipment breakdown, and personnel shortages.

6. **Work Schedule for Snowplow Operators**

Snowplow operators will be expected to work their assigned shifts. In severe snow emergencies, operators sometimes have to work longer shifts, but will be paid overtime for hours in excess of 8 hours per day, or pursuant to any collective bargaining contract language. **However, because of safety concerns, operator shall not work more than a twelve-hour shift in any twenty-four-hour period.** While work breaks are not guaranteed, generally operators will take breaks in accordance with city policy, provided the breaks do not interfere with city services or operations. In addition, operators will be allowed sufficient time to eat a meal during any shift which is eight or more hours, or as provided in the collective bargaining agreement. After a twelve-hour shift, the operators will be replaced if additional qualified personnel are available.

7. **Traffic Regulations**

The city recognizes that snowplow operators are exempt from traffic regulations set forth in Minnesota Statutes, Chapter 169 while engaged in work on streets, except for regulations related to driving while impaired and the safety of school children. Pursuant to this authority, snowplow operators engaged in snow removal or ice control on city streets have discretion to disregard traffic laws set forth in Chapter 169, except for laws relating to impaired driving and school children safety, when in their judgment, it is safe to disregard such laws. The privileges granted herein to operators of snow removal and ice control vehicles shall apply only if the vehicle is equipped with one lighted lamp displaying a flashing, oscillating, or rotating amber light placed in such a position on the vehicle as to be visible throughout an arc of 360 degrees.

8. **Weather Conditions**

Snow and ice control operations will be conducted only when weather conditions do not endanger the safety of snowplow operators and equipment. Factors that may delay snow and

ice control operations include severe cold, significant winds, extreme ice, and limited visibility.

9. Use of Sand, Salt, and Other Chemicals

The city will use sand, salt, and other chemicals when there are hazardous ice or slippery conditions. The city is concerned about the effect of such chemicals on the environment and will limit its use for that reason.

10. Sidewalks and Walking Trails

The city will maintain some of the sidewalks in the city. The list of those sidewalks is attached. As there are a limited number of personnel available, the city will only maintain these sidewalks after the streets have been plowed. It is the responsibility of the resident and/or property owner to remove all accumulated snow from all other sidewalks along public streets adjoining their property. This includes any snow plowed from public streets onto the sidewalk. Walking trails will be cleared after all streets, alleys, and sidewalks are completed.

11. Mailboxes

Damage to a mailbox is a risk that snowplow operators face during their winter plowing requirements. The city will conduct a review of each mailbox damage claim to determine whether the city has any legal responsibility for the damage and, if so, to replace or provide reimbursement for the mailbox. If the city, in its discretion, determines that reimbursement or replacement is appropriate, the city may:

- 1) At the mailbox owner's request, replace the mailbox with a standard size, non-decorative metal mailbox and replace the support post as necessary with a 4" x 4", decay resistance wood support post, both which will be installed by the city;
- 2) Provide reimbursement in a reasonable amount for the mailbox and support posts that meet the city's ordinance standards, as well as state and federal requirements for mailbox size, support and placement.

12. Complaint Procedure

Complaints will be recorded and logged. Calls requiring service will be transferred to a work request and forwarded to the Public Works Director for scheduling. Emergency complaints will be handled in an expeditious manner as resources are available.

13. Deviation from Policy

The Public Works Director may deviate from this policy when in his or her judgment it is in the best interest of the city or is necessary because of budget needs or other circumstances. Changes in priorities (lasting more than 4 hours) will be documented as to what caused such actions, why the change was necessary, and for how long the change is to be in effect. Those city employees and/or contractors affected will be notified immediately by radio or cell phone of such changes with all communications logged. Information logged will include the time and date of the communication, name of employee contacted, and how they were contacted. Any changes of priorities lasting more than 24 hours should be made in a written record and the public should be informed of such changes through normal methods used by the city for emergency notifications.

14. Review and Modification of Policy

The Public Works Director shall keep on file all comments and complaints received regarding this policy. The policy will be reviewed periodically. Any review will consider comments and complaints since the last review and any other factors affecting the policy or its implementation.

DRAFT



Memorandum

To: City Council

From: Michele Peterson

Date: January 3, 2024

Zoning Fee Schedule

With the upcoming change in building inspections, the associated fees have also been reviewed. The attached ordinance shows the recommended updates to the associated zoning fees. Updated fields are in red print.

Action requested: None, first review of updated fee schedule only.

ORDINANCE NO. 469

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 2024 Schedule of Fees	
\$30.00	Returned Check / Payment Fee / etc.
3.5%	Surcharge Fees for RevTrak payments.
Copying / Printing	
\$.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
Camping	
\$15.00	Per night camping fee
\$90.00	Per week camping fee
Swimming Pool	
\$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 – Private , 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.
Ambulance Fees	

\$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
Street	
\$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
Water Rates	
\$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
Sanitary Sewer Rates	
\$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
Apartment Building Hook-up Fees (Combined water & sewer)	
\$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
Residential Solid Waste	
\$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
Electric Vehicle Charger	
\$.20	Per kwh
Cat / Dog Licenses	
\$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)
Adult Entertainment License Fees	
\$750.00	Initial Investigation Application Fee for Adult Entertainment Business License
Alcohol License Fees	
\$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
Merchant Fees	
\$20.00	Transient Merchant Fee
Fire Department Charges	
\$500.00 +	Fire Call + Cost of Supplies
Cost of Supplies +	Fire Call
\$250/hr. after 1 st hr.	Fire Call
\$500.00	Fire Department response to an auto accident
Zoning / Building Permit / Development Fees	
\$300 370 + \$20 per lot	General Development Plan Filing
\$400 470 + \$20 per lot	Preliminary Plat Filing
\$150 220 + \$20 per lot	Final Plat Filing
1/10 th acre per Unit	Parkland Dedication Fee is 1/10 th of an acre per residential unit or the cash equivalent, whichever is chosen by the city.
\$375.00	Variance Application
\$250.00 425.00	Conditional Use Permit Application (Including Planned Unit Development)
\$375.00	Zoning District Amendment Application
\$450.00	Land Use Plan Amendment
\$250.00	Temporary Use Permit
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

\$98.00	Zoning Certificate* (applied to every permit: including, but not limited to; all building permits, fence permits, accessory structures < 200 sf, signs not requiring a buiding permit, demo permits, etc.)
By Appl. By Total Valuation + Zoning Certificate	Sign Permit Application
By Appl. By Total Valuation + Zoning Certificate	Residential Building Permit
By Total Valuation + Zoning Certificate	Commercial Building Permit
By Appl.	Plan Review Fee
By Appl. By Total Valuation + Zoning Certificate	Mechanical Permit Fee
By Appl. By Total Valuation + Zoning Certificate	Plumbing Permit Fee
By Appl. \$186 + Zoning Certificate	Demolition Permits
\$125.00	Reinspection/Special Inspection
Total Valuation	Building Permit Fee *(State Surcharges apply to permits where noted):
Residential Building Permit Fees (Groups U and R-3 Occupancies)	
\$84.00	\$1.00 to \$5,000
\$84.00 for the first \$5,000 plus \$4.90 per additional \$1,000	\$5,001 to \$100,000
\$549.50 for the first \$100,000 plus \$3.00 per additional \$1,000	\$100,001 and Up
Commercial Building Permit Fees (Groups A,B,E,F,H,IM, S,U and R Occupancies)	
\$84.00	\$1.00 to \$5,000
\$84.00 for the first \$5000 plus \$11.00 per additional \$1,000	\$5,001 to \$25,000
\$304.00 for the first \$25,000 plus \$8.30 per additional \$1,000	\$25,001 to \$50,000
\$511.50 for the first \$50,000 plus \$6.70 per additional \$1,000	\$50,001 to \$100,000
\$846.50 for the first \$100,000 plus \$4.80 per additional \$1,000	\$100,001 to \$500,000
\$2,766.50 for the first \$500,000 plus \$2.50 per additional \$1,000	\$500,001 to \$1,000,000
\$4,016.50 for the first \$1,000,000 plus \$1.00 per additional \$1,000	\$1,000,001 and up
Plumbing and Mechanical Fees	
\$84.00	\$1.00 to \$5,000
\$84.00 for the first \$5,000 plus \$16.30 per additional \$1,000	\$5,001 to \$25,000
\$410.00 for the first \$25,000 plus \$9.90 per additional \$1,000	\$25,001 to \$100,000
\$1,152.50 for the first \$100,000 plus \$6.70 per additional \$1,000	\$100,001 to \$500,000
\$3,832.50 for the first \$500,000 plus \$3.50 per additional \$1,000	\$500,001 to \$1,000,000
\$5,582.50 for the first \$500,000 plus \$2.30 per additional \$1,000	\$1,000,001 and up
Administrative Fines	
\$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
Police Administration	
\$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 st 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 15th day of December 2024.

Attest: Its City Clerk

Its Mayor