

**OLIVIA CITY COUNCIL AGENDA
REGULAR MEETING**

Monday, December 18, 2023 at 5:30 p.m.

Join via Zoom.us

Meeting ID:821 4444 5557

Passcode: 56277

5:30 P.M. Work Session with Marcus Construction to discuss City Hall/Public Safety Project

PLEDGE OF ALLEGIANCE

I. CALL TO ORDER AND DETERMINATION OF A QUORUM

Councilors: __ Baumgartner __ Ebbers __ Ferguson __ Mayor Hawkinson __ Padrnos

II. PUBLIC FORUM *(When addressing the Council, please provide your name for the meeting record.)*

III. AGENDA APPROVAL

IV. CONSENT AGENDA

- A. Regular Meeting Minutes of December 4, 2023
- B. 2024 Engineering Service Agreement with SEH Inc.
- C. Resolution 2023-118, Authorizing the Creation of a Joint Airport Zoning Board
- D. Airports Geographic Information Systems Contract – SEH
- E. 2024 Union Agreement – City of Olivia & Law Enforcement Labor Services
- F. Water Tower Attachment Agreement
- G. ACTS Contract for Cleaning Services
- H. Renville County Sheriff's Office Mutual Aid Agreement
- I. Resolution 2023-119, Approving Grade Adjustment for Patrol Sergeant, Aaron Clouse
- J. Amendment to the Professional Services Agreement – Community Design Group
- K. Resolution 2023-120, Approval of Donation/Contributions
- L. Police Chief Job Description Update
- M. Administrative Assistant Job Description Update

V. DISCUSSION / BUSINESS ITEMS

- A. Public Hearing for Assessment of Hwy 212 Water Main Project
 - i. Temporarily Recess of Meeting / Open Public Hearing
 - ii. Engineer/Staff Reports
 - iii. Receive Public Comment
 - iv. Close Public Hearing / Reopen Regular Meeting
- B. Resolution 2023-122, Adopting Assessment as Amended
- C. First Reading of Ordinance 2024-01, Fine and Fee Schedule
- D. Resolution 2023-123, Approval of Final 2024 Property Tax Levy
- E. Resolution 2023-124, Adoption of 2024 Annual Operating Budget
- F. Updated Personnel Policy
- G. Electrical Fund Presentation

VII. REPORTS

- A. BOLD/ Olivia Joint Powers Pool Board
- B. Economic Development Authority
- C. Public Utilities Commission
- D. Other Reports of Council / Staff

VI. NOTICES AND COMMUNICATIONS

VII. CLOSED SESSION - Closed in Accordance with MN Statute 13.05D Subd 3(c)(1)

A. Discussion Regarding Appraisals and Asking Prices for Possible Sale of Real Property: PID #'s 35-00571-00 and 35-00580-00

IX. ADJOURNMENT

REGULAR MEETING MINUTES

Monday, December 4, 2023

CALL TO ORDER AND DETERMINATION OF A QUORUM

The Regular Meeting of the City Council of the City of Olivia, Minnesota, was called to order by Mayor Hawkinson at 5:30 P.M.

Council Members Present: Matt Baumgartner, George Ebbers, Blanca Ferguson, Mayor Hawkinson and Landon Padrnos.

Others present: Elizabeth Torkelson, City Administrator; Jason Krumheuer, Police Chief; Mary Tietjen, City Attorney (zoom); Ross Okins, Renville County Register; Ady Knake, BOLD Student; Guest (zoom), George Thoma (zoom), Jasmine Miller, Deputy Clerk.

PUBLIC FORUM

Mayor Hawkinson temporarily suspended the regular meeting and opened the public forum at 5:30 P.M.

No public comments were offered so Mayor Hawkinson reopened the regular meeting at 5:30 P.M.

AGENDA

Motion by Ferguson, second by Padrnos: to approve the agenda as presented. Motion passed unanimously.

CONSENT AGENDA

Motion by Baumgartner, second by Ebbers: to approve the Consent Agenda. Motion passed unanimously.

- Regular Meeting Minutes of November 20, 2023
- 2024 SafeAssure Safety Training Contract Renewal
- Resolution 2023-117, Amending Resolution 2023-113, 2024 Liquor Licenses Set for Approval
- City Hall – West Central Roofing Contractors Quote
- 2024 Airfield Pavement Crack Seal and Micro Milling – Olivia Airport
- November Disbursements
- Contractor's Application for Payment No. 10 – DePue Ave Improvement Project
- Contractor's Application for Payment No. 11 – DePue Ave Improvement Project
- Airport Management Agreement

DISCUSSION / BUSINESS ITEMS

2024 Board and Commission Appointments Review

The Council reviewed the board and commission appointments for 2024 and agreed to add Baumgartner as an alternate for Zoning Board of Appeals.

No additional items or new business items were presented.

REPORTS

Other Reports of Council / Staff

Torkelson announced that a workshop will be held at 5:30pm before the December 18th meeting to review building plans with Marcus Construction. Torkelson also shared that staff is currently working on updating the personnel policy and comprehensive plan.

No additional reports were presented.

Mayor Hawkinson temporarily recessed the regular meeting at 5:41 P.M.

Mayor Hawkinson reopened the regular meeting at 6:00 P.M.

PUBLIC HEARING: 2024 BUDGET & TRUTH-IN-TAXATION

At 6:00 P.M. Mayor Hawkinson temporarily recessed the regular meeting and opened a public hearing on the 2024 Truth in Taxation.

Hanson presented the 2024 truth in taxation. Hanson reviewed the comparison from 2023 and the proposed 2024 tax levy. Hanson pointed out that the increase in the general fund is due to significant inflationary adjustments and adjustment in reliance on the electric fund. As the City cuts back on transfers out of the electric fund the levy needs to be increased. Property tax in the general fund is 45% of the total revenue, LGA is 36%, Contribution from the electric fund is 10% and other is 9%. The library increase is directly related to a requested increase of funds from the third-party operator. The fire department and rescue team will see an increase to help maintain what their current needs are. It was noted that this levy amount hadn't increased in several years. Debt service levy needs have decreased for 2024 due to the 2016 A Bond being paid off. Capital Improvement fund shows an increase because we are reducing the reliance on the electric fund and we need to maintain our savings for future equipment purposes. The EDA also sees an increase due to inflationary costs and the sale of Bayberry. Hanson stated the property tax levy makes up 50% of total revenues in levy supported funds. It was noted that in 2023 the transfer from the electric fund was \$410,000 and in 2024 the transfer will be \$268,000. Hanson reminded the public that the City does not have a say in the value of your house, and that the value is decided at the County level.

Baumgartner asked if the City would continue to decrease the transfer from the electric fund. Hanson said that the goal is to get to an appropriate level and clarified that we don't have a set level. Ferguson asked how much we need to have set aside and asked what the justification for not using the electric funds is. Ferguson requested more information on the electrical fund and the target number we are needing to set aside. Padrnos added that the City has always self-insured but previous councils have spent the money down, and the current council decided that it was unsustainable. The City is trying to reduce spending so that we can sustain what we have and not incur the insurance costs. Torkelson stated that staff would prepare information to present to Council on December 18th.

No public comments were offered. Mayor Hawkinson closed the hearing at 6:19 P.M. and reopened the regular meeting.

ADJOURNMENT

Motion by Ebbers, second by Padrnos: to adjourn the meeting at 6:19 P.M. Motion passed unanimously.

Jon Hawkinson, Mayor

Attest: _____
Jasmine Miller, City Clerk



Building a Better World
for All of Us®

January 1, 2024

RE: City of Olivia, Minnesota
2024 Agreement for Professional
Services
SEH No. OLIVA 171727 10.03

Elizabeth Torkelson
City Administrator
City of Olivia
1009 W Lincoln Avenue
Olivia, MN 56277-1250

Dear Elizabeth:

Short Elliott Hendrickson Inc. (SEH®) is honored to serve as the City Engineer for the City of Olivia. As a supplement to our approved Master Agreement for Professional Services dated January 1, 2020, we understand that the City of Olivia and Olivia EDA would like to continue to engage SEH to provide professional services in 2024.

This work may include items such as:

- Site plan review
- Project funding review
- Mapping
- Reviewing infrastructure needs or issues
- Reviewing infrastructure policy (such as small cell or wireless agreements)
- Preparing the annual seal coat project
- Preparing cost estimates for various projects
- Agency coordination (MnDOT, MDH and MPCA)
- Assisting in grant applications
- Other city engineering related tasks as requested

It is understood that work under this agreement will be based on requests from the City Staff or EDA Staff to Justin Black or assigned representatives. In the past, the amount of work SEH completes for the city varies from year to year. We are proposing to keep the agreement amount the same as the past several years. The City would be provided a detailed invoice of the work completed.

PROPOSED FEES

We propose to provide the city engineer services as requested on an Hourly basis, not-to-exceed a total of **\$35,000** in calendar year 2024. This agreement amount is the same as 2023.

Please contact us with any questions or comments concerning this proposal/agreement. If this proposal is acceptable to you, please sign the Supplemental Letter Agreement and return a signed copy to me.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 1390 Highway 15 South, Suite 200, P.O. Box 308, Hutchinson, MN 55350-0308

320.587.7341 | 800.838.8666 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

Elizabeth Torkelson
January 1, 2024
Page 2

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.

A handwritten signature in black ink that reads "Justin Black". The signature is written in a cursive style with a large, sweeping initial "J".

Justin Black, PE
Principal/Client Service Manager
(Lic. MN)

jb
Enclosure

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Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Olivia, Minnesota/Olivia EDA ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective January 1, 2020, this Supplemental Letter Agreement dated January 1, 2024, authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: 2024 General Engineering Services.

Client's Authorized Representative: Elizabeth Torkelson, City Administrator

Address: 1009 West Lincoln Ave, Olivia, MN 56277

Telephone: 320.523.2361 **email:** etorkelson@olivia.mn.us

Client's Authorized Representative: Susie Lang, EDA Director

Address: 1009 West Lincoln Avenue, Olivia, MN 56277

Telephone: 320.523.1055 **email:** slang@olivia.mn.us

Project Manager: Justin Black

Address: 1390 Highway 15 South, Suite 208, P.O. Box 308, Hutchinson, MN 55350

Telephone: 952.913.0702 **email:** jblack@sehinc.com

Scope: The Services to be provided by Consultant:

General engineering, architectural, or other consulting services as indicated in the attached letter dated January 1, 2024.

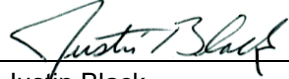
Schedule: Services to be provided in calendar year 2024.

Payment: The fee is hourly not-to-exceed \$35,000 including expenses and equipment without written approval from Client.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

Short Elliott Hendrickson Inc.

By: 
Full Name: Justin Black
Title: Principal/Client Service Manager

Adoption by the City Council of the City of Olivia on this 18th day of December, 2023.

Jon Hawkinson, Mayor

Susie Lang, EDA Director

ATTEST: _____
Jasmine Miller, City Clerk

Exhibit A-1
to Supplemental Letter Agreement
Between City of Olivia, Minnesota/Olivia EDA (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated January 1, 2024

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services but instead are reimbursable expenses required in addition to hourly charges for services and shall be paid for as described in this Agreement:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

City of Olivia Minnesota
RESOLUTION 2023-118

AUTHORIZING THE CREATION OF A JOINT AIRPORT ZONING BOARD

At a meeting of the Council of Olivia, Minnesota, hereinafter referred to as the Municipality, on the 18th day of December, 2023, Member _____, seconded by Member _____, introduced the following resolution and moved its adoption.

WHEREAS, This Municipality owns and controls the Olivia Regional Airport; and

WHEREAS, Portions of the airport hazard area adjacent to the airport are located outside the territorial limits of this Municipality but within the territorial limits of Renville County and the Township of Troy; and

WHEREAS, This Municipality deems it necessary and expedient to create a Joint Airport Zoning Board in cooperation with the above County and Township, pursuant to Minnesota Statutes Section 360.063, Subdivision 3, and other applicable laws for the purpose of establishing, administering and enforcing zoning laws for the areas surrounding the airport and for the protection of the airport and the public; and

WHEREAS, The above statute provides that this Municipality has the right to appoint two persons to said Board (said persons should not be members of this Council); and

WHEREAS, Subdivision. 8 of Section 32 of the Appropriations Bill passed by the Minnesota Legislature effective July 1, 1973, provides that no moneys shall be expended by the Commissioner of Transportation of the State of Minnesota to improve and maintain an airport unless the governmental unit owning the airport has or is establishing a zoning authority for the airport.

NOW, THEREFORE, BE IT RESOLVED By the undersigned Municipality as follows:

1. That there is hereby created in cooperation with the above County and Township a Joint Airport Zoning Board to be composed of representatives of the undersigned

Municipality and representatives of the above County and Township, pursuant to Minnesota Statutes Section 360.063, Subdivision 3.

2. That the undersigned Municipality hereby appoints (said persons should not be members of this Council) Richard Sigurdson and Elizabeth Torkelson to be its representatives on said Board, said persons to serve for an indefinite term until they resign or are replaced by the undersigned Municipality.

ROLL CALL

Members voting aye: _____

Members voting nay: _____

Adoption by the City Council of the City of Olivia on this 18th day of December, 2023.

Jon Hawkinson, Mayor

ATTEST:

Jasmine Miller, City Clerk

Agreement for Professional Services

This Agreement is effective as of December 18, 2023, between City of Olivia (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **FAA Airports Geographic Information Systems (AGIS) Submittal**

Client's Authorized Representative: Elizabeth Torkelson, City Administrator
Address: 1009 West Lincoln Avenue, Olivia MN 56277-1250
Telephone: 320-523-2361 **email:** etorkelson@olivia.mn.us

Project Manager: Jacqueleine Zirbes
Address: 3535 Vadnais Center Drive, St. Paul, Minnesota, 55110
Telephone: 303-949-2323 **email:** jzirbes@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

See Attachment A for Scope of Services included in this agreement.


Payment: The lump sum fee is **\$91,200** including expenses and equipment, further described in Attachment B.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

Short Elliott Hendrickson Inc.

By: 
Full Name: Shawn McMahon
Title: Principal

Adoption by the City Council of the City of Olivia on this 18th day of December, 2023.

Jon Hawkinson, Mayor

ATTEST: _____
Jasmine Miller, City Clerk

Exhibit A-2
to Agreement for Professional Services
Between City of Olivia (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated December 18, 2023

Payments to Consultant for Services and Expenses
Using the Lump Sum Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement (“Services”). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant’s services under this Agreement are being performed solely for the Client’s benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant’s obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.

2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant’s control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant’s effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.

2. Additional Services, including delivery of documents, CAD files, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant’s standard rates.

D. Suspension and Termination

1. If Consultant’s services are delayed or suspended in whole or in part by Client, or if Consultant’s services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.

2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

3. This Agreement may be terminated by either party upon thirty days’ written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.

4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client’s requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.

2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant’s Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.

3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant’s Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.

4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant’s reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.

5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant’s employees related to inappropriate or unwelcomed actions by Client or Client’s employees or agents. This shall include, but not be limited to, providing access to Client’s employees for Consultant’s investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant’s employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client’s facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client’s employees.

7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant’s employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable

- costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
- Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
 - Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

- The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
- Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
- Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

B. Indemnity for Environmental Issues

- Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Liability

- The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
- Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
- It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or

asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

- Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

D. Assignment

- Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

E. Dispute Resolution

- Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
- Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

- All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
- Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

B. Client Use of Instruments of Service

- Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
- Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

C. Reuse of Documents

- All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

Attachment A
Scope of Work
FAA Airports Geographic Information Systems (AGIS) Submittal
Olivia Regional Airport
Olivia, Minnesota
December 5, 2023

General – The Olivia Regional Airport (OVL) is a public use, publicly owned airport in the Olivia, Minnesota. The Airport currently has one paved runway, Runway 11/29, which is 3,498 feet long and 75 feet wide. In 2022, Runway 11/29's lighting system was upgraded from Low Intensity Runway Lights (LIRLs) to Medium Intensity Runway Lights (MIRLs), and the threshold lighting was replaced. In addition to the runway lighting upgrade, Precision Approach Path Indicators (PAPIs) and Runway End Identifier Lights (REILs) were installed on both runway ends.

The airport users and the City of Olivia have indicated the need for an approach procedure to the Runway 11 end as well as improved minimums for the approach to Runway 29, as documented in the 2014 Narrative Report and the 2021 Runway Needs Study. Runway 29 currently has an RNAV/GPS approach with 1 mile visibility and 600-foot ceiling. This would improve safety and usability of the airfield. As a result, the City of Olivia would like to complete an Airport Geographic Information System (AGIS) survey to gather the survey data required for a Federal Aviation Administration (FAA) approach development.

Scope of Services – Complete tasks required to comply with FAA AGIS program standards to develop instrument approach procedure for the Runway 11 end and achieve improved minimums for the approach to Runway 29, complete the grant application, and overall project management.

Project Deliverables – SEH's project deliverables for this scope include: Statement of work report (for AGIS approval), aerial photography acquisition report (for AGIS approval), raw obstacle data, airfield basemap (planimetric and topographic mapping data), digital ortho imagery, comprehensive FAA AGIS deliverable consisting of safety critical data and non-safety critical data, and a final report (for AGIS approval).

This work scope includes:

Study Element 1: Project Initiation, Coordination, and Administration

Task 1.1 – Project Scoping and Contract Development – Short Elliott Hendrickson (SEH and/or Consultant) will coordinate with the City of Olivia to develop the appropriate work scope, define tasks, lines of communication and establish project goals, objectives, or areas of interest. Project fees will be prepared using the final Scope of Work. An agreement will be developed from the Final Scope of Work and approved fees. The scope and fee will be provided to MnDOT for review and approval prior to a contract being executed.

Task 1.2 – Project Coordination – SEH will maintain contact with the City and MnDOT through e-mail, regular mail, phone, and deliverables. The City and MnDOT will have the opportunity to review and comment on the project deliverables. *No meetings are included in this task.*

Task 1.3 – Project Management and Administration – SEH will provide project administration and management services as required to complete the project within the conditions of this agreement. Administration and management duties include preparation of a budget and schedule, holding internal project meetings to monitor progress, and preparing monthly invoices.

Task 1.4 – Quality Assurance and Control – SEH will implement and carry-out internal quality control for the project. Independent peer review will be conducted at each phase of the project to check content and product quality. Throughout the project, SEH will be responsible for draft and final proof-reading, final word processing, editing, graphics, reports, and other products included in this Scope of Work.

Deliverables: Project scope, fee, and agreement.

Study Element 2: Airports GIS (AGIS)

The purpose of this task is to develop the airport's first GIS dataset, in compliance with the FAA AGIS program and the current versions of FAA Advisory Circulars 150/5300-16, 17, and 18. Data collection will be accomplished through a combination of field-survey and remote-sensing technologies. The dataset will include "safety-critical" (Airspace, Runway & NAVAID data) elements.

AC 150/5300-18B, Table 2-1, Column 'Instrument Procedure Development' will be used as a basis for determining the specific data collection tasks to be accomplished. Considerations for specific included/excluded tasks will be based on relevance to the Olivia Regional Airport (OVL), at the direction of the Minneapolis Airports District Office, and through the process of defining the Final Project Statement of Work.

This task will be completed by the subconsultant as outlined in the attached Scope and Fee Proposal provided by Martinez Geospatial with the additional services provided by SEH as outlined in the following subtasks.

Task 2.1 - FAA Airport-GIS (AGIS) Project Initiation – SEH will provide quality control reviews of the AGIS Statement of Work (SOW) and Imagery/Remote Sensing Plan.

Task 2.2 - Project Geodetic Control – SEH will provide quality control reviews of the Survey & Quality Control Plan.

Task 2.3 – Planimetric & Topographic Basemaps – SEH will provide quality control reviews of the data.

Task 2.4 – Runway & Navigational Aid Surveys – SEH will coordinate airport access, provide land surveying oversight, and provide quality control reviews of the data. This task includes time for one SEH employee to escort Martinez Geospatial on the airfield to collect survey data.

Task 2.5 – Airport Airspace Analysis – SEH will provide quality control reviews.

Task 2.6 – FAR Part 77 Obstruction Analysis – SEH will create and complete the obstruction analysis for existing, future, and ultimate conditions.

Task 2.7 – FAA AGIS Data Processing and Submission – SEH will assist the subconsultant by coordinating sponsor-provided airport information and attribute data for inclusion with/completion of AGIS data. SEH will also provide quality control reviews of the completed Final Survey File and Final Project Report prior to AGIS website upload.

Task 2.8 – Instrument Flight Procedures (IFP) Information Gateway Portal Submittal – After the AGIS data submittal, SEH will submit an Instrument Flight Procedure (IFP) Request Form through the IFP gateway on behalf of the Airport for both Runway 11 and Runway 29.

Deliverables: Statement of work report (for AGIS approval), aerial photography acquisition report (for AGIS approval), raw obstacle data, airfield basemap (planimetric and topographic mapping data), digital ortho imagery, comprehensive FAA AGIS deliverable consisting of safety critical data and non-safety critical data, and a final report (for AGIS approval).

Attachment B
Estimated Fee and Expenses
FAA Airports Geographic Information Systems (AGIS) Submittal
Olivia Municipal Airport
Olivia, Minnesota

Task No.	Task Description	Sr. Planner / Project Manager	GIS	Admin Technician
Study Element 1: Project Initiation, Coordination, and Administration				
1.1	Project Scoping and Contract Development	6		2
1.2	Project Coordination	8		
1.3	Project Management & Administration	8		2
1.4	Quality Assurance and Control	8	4	
Study Element 2: Airports GIS (AGIS)				
2.1	FAA Airports - GIS (AGIS) Project Initiation	2		
2.2	Project Geodetic Control		2	
2.3	Planimetric & Topographic Basemaps		4	
2.4	Runway & Navigational Aid Surveys		12	
2.5	Airport Airspace Analysis	2	8	
2.6	FAR Part 77 Obstruction Analysis	2	8	
2.7	FAA AGIS Data Processing and Submission		4	
2.8	IFP Information Gateway Portal Submittal		8	
Total hours per labor category		36	50	4

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Sr. Planner / Project Manager	36	\$57.32	\$2,063.69
GIS	50	\$38.75	\$1,937.68
Admin Technician	4	\$35.94	\$143.78
Total Direct Labor Costs:	90		\$4,145.15
Labor and Administrative Overhead:			\$7,792.88
Total Labor Costs			\$11,938.03
Fee (15%) on Total Labor Costs:			\$1,790.70

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Computer Useage	90	\$5.80	\$522.00
AGIS Geospatial (Subconsultant - Martinez Geospatial)	1	\$76,784.00	\$76,784.00
Mileage (1 trip)	230	\$0.65	\$149.50
Total Expenses			\$77,455.50

SUMMARY:

Total Labor Costs + Expenses + Fee	\$91,184.24
Estimated Total	\$91,200.00

AGREEMENT

BETWEEN



CITY OF OLIVIA

AND



LAW ENFORCEMENT LABOR SERVICES,
INC. (LOCAL NO. 475)

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ARTICLE 1. RECOGNITION

This Agreement is made and entered into by and between the City of Olivia, Minnesota hereinafter referred to as the Employer and Law Enforcement Labor Services, Inc. hereinafter referred to as the Union.

ARTICLE 2. RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive bargaining representative, under Minnesota Statutes, Section 1 79A.03, Subdivision 8, as certified by the Bureau of Mediation Services on March 21, 2021 BMS Case No. 21PCE1743 and described as:

All licensed essential employees of the Olivia Police Department, Olivia, Minnesota who are public employees within the meaning of Minn. Stat. 179A.03, Subd 14, excluding supervisory and confidential employees.

This bargaining unit does not include individuals appointed or employed as part time peace officers not meeting the definition of public employees contained in Minn. Stat. 179A.03, Subd. 14.

- 2.2 In the event that the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation for determination.

ARTICLE 3. DEFINITIONS

- 3.1 Employee: A member of the exclusively recognized bargaining unit.
- 3.2 Employer. The City of Olivia, Minnesota.
- 3.3 Bargaining unit employee: A regular employee in a classified bargaining unit position.
- 3.4 Bargaining unit position: A job classification included in the bargaining unit pursuant to Article 2 (Recognition).
- 3.5 Regular employee: An employee who is regularly scheduled for a set number of hours per week. The work the employee performs is of an on-going nature. However, nothing in this definition grants a regular employee a vested right to a defined number of hours or continued employment.
- 3.6 Days. Except as indicated otherwise in the Agreement, all references to days are calendar days.
- 3.7 Part Time peace officers. An employee meeting the definition of part time peace officer pursuant to state statute who is in a bargaining unit position.

ARTICLE 4. UNION SECURITY

4.1 The Union may designate certain employees from the bargaining unit to act as stewards and shall, within five (5) days of such designation, certify to the Employer, in writing, of such choice and the designation of successors to former stewards. The Union shall also certify to the Employer a current list of the assigned business agent representing the bargaining unit upon execution of this Agreement and thereafter promptly certify to the Employer any successor business agents representing the bargaining unit.

- A. The Employer agrees to recognize stewards certified by the Union as provided in this section subject to the following stipulations:
 - 1. There shall be no more than 1 steward.
 - 2. The Employer agrees to allow stewards a reasonable amount of unpaid time off for the purpose of bargaining on behalf of Employees with prior notice to the Employer and upon a determination by the Employer that work needs permit such interruption and the employee may take the time off. The stewards shall notify the Employer upon resumption of their work.
- B. A business agent of the Union, previously certified to the Employer as provided herein, may, with prior notice to and approval of the Employer, come on the premises of the Employer for the purpose of bargaining and processing grievances.

4.2 In recognition of the Union as the exclusive representative:

- A. The Employer shall deduct an amount sufficient to provide the payment of dues established by the Union from the wages of all employees authorizing, in writing, such deduction in a form mutually agreed upon by the Employer and Union; and
- B. The Employer shall remit such deduction to the appropriate designated officer of the Union with a list of the names of the employees from whose wage deductions were made; and
- C. The Union shall certify to the Employer, in writing, the current amount of regular dues to be withheld.

4.3 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of action taken by the Employer under all provisions of this Article.

ARTICLE 5. MANAGEMENT RIGHTS

- 5.1 The Union recognizes the right and authority of the Employer to operate and manage its affairs in all respects in accordance with its management rights, existing and future laws and regulations of the appropriate authorities. The rights or authority which the Employer has not officially abridged, delegated or modified by this Agreement are retained by the Employer.
- 5.2 Except as limited by the specific provisions of this Agreement, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Employer in all of its various aspects, including but not limited to the right to operate and manage all facilities and equipment; to establish or discontinue functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to schedule working hours and assign overtime; to select, direct and determine the number of personnel; to hire, promote, suspend, discipline or discharge personnel for just cause; to lay off or relieve Employees due to lack of work or other reasons; to make and enforce reasonable rules and regulations; to take whatever actions may be necessary to carry out the missions of the Employer in emergencies; to contract with vendors or others for goods and/or services including the right to discontinue or subcontract any or all functions performed by members of this bargaining unit during the contract term, to take any and all actions necessary to carry out the operations of the employer in situations involving a disaster or emergency consistent with the terms and conditions listed in this agreement to the extent practicable, to assign duties, tasks, and jobs, and to perform such other inherent managerial function as set forth in the Minnesota Public Employee Labor Relations Act.
- 5.3 The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.
- 5.4 The parties recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the Employer and shall be governed by Employer rules, policies, regulations, directives and orders, provided that such rules, regulations and orders are not inconsistent with the provisions of this Agreement or state or federal laws. The Employer will provide the Union with notice of any proposed change in any policy applicable to the bargaining unit members at least fourteen (14) days prior to implementation of the policy.

ARTICLE 6. INSURANCE

- 6.1 All full-time employees will be eligible to participate in the Employer's insurance program. An eligible employee is defined as an individual who would be covered under the health insurance coverage provisions of both the City's personnel policies and insurance plan documents between the City and insurer. For the term of this agreement, the Employer will contribute toward the premium for health insurance on the same basis and subject to the same conditions and restrictions as the basic program for nonunion employees as it may be amended from time to time.
- 6.2 For the term of this agreement, the Employer will provide life insurance, if any, on the same basis and subject to the same conditions and restrictions as the basic program for non-union employees as it may be amended from time to time.
- 6.3 All eligible employees may participate in the Employer's pretax premium payment program on the same basis and subject to the same conditions and restrictions as the basic program for nonunion employees as it may be amended from time to time.

ARTICLE 7. PROBATION

- 7.1 All employees who are original hires, or rehires following separation, or are hired in a regular position following service as a part time officer shall serve a probationary period of twelve (12) consecutive months of active work (which does not include time spent on a leave of absence except as may be required by law). The Employer may extend this probation for a period not to exceed one hundred eighty (180) calendar days upon notice to the employee and Union. At any time during the probationary period an employee may be terminated at the discretion of the Employer without such discharge being a violation of this Agreement and such termination is not a proper subject for Article 8 (Grievance Procedure).

ARTICLE 8 GRIEVANCE PROCEDURE

- 8.1 For the purpose of this Agreement the term "Grievance" means any disputes arising concerning the interpretation or application of the express provisions of this Agreement.

In the event of such grievance arising there shall be no suspension of operations but an earnest effort shall be made to resolve such grievance in the manner prescribed by this Agreement.

- 8.2 **Procedure.** Grievances defined by Article 8.1, shall be resolved in conformance with the following procedure:

Step 1: An employee claiming a violation concerning the interpretation or application of this Agreement shall, within fifteen (15) calendar

days after the first occurrence of the event constituting such alleged violation has occurred present such grievance signed and in writing to the employee's supervisor. The employee's supervisor will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing by union setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of

the Agreement allegedly violated, the remedy requested and shall be appealed to Step 2 within ten (10) days after the Employer-designated representative's final answer in Step 1. A grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived

Step 2:

If appealed, the written grievance shall be presented by the Union and discussed with the City Administrator. The City Administrator shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of the Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Step 2 answer. Any grievance not appealed in writing to Step 3 within ten (10) calendar days shall be considered waived.

Step 3:

A grievance not resolved in Step 2, by mutual consent, may be mediated using the services of the Bureau of Mediation Services. A petition for mediation by either party stops all timelines unless the other party provides written notice that it declines to participate in mediation. A grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days after the Employer's Step 2 answer, within ten (10) calendar days after the Employer declines to participate in mediation or within ten (10) calendar days after the mediation shall be considered waived.

Step 4:

A grievance unresolved in Step 2 or 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances", as established by the Bureau of Mediation Services. A grievance arbitration for written disciplinary action, discharge or termination shall include the arbitrator selection procedures established in Minnesota Statute 626.892.

8.3 Arbitrator's Authority

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension.
- C. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented. If the grievance is covered by law or statute, or not covered by the express provisions of this Agreement, the arbitrator shall refer the grievance back to the parties without decision or recommendation
- D. The fees and expenses of the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it will be paid for by the party requesting the record.

8.4 Waiver

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

8.5 Choice of Remedy

It is specifically understood that any matters governed by statutory or regulatory provisions, except as expressly provided for in this Agreement, shall not be considered grievances under this agreement. In the event that more than one procedure is available for resolution of a dispute arising from any provisions covered by this Agreement, the aggrieved employee(s) shall be limited to one procedure through which remedy may be sought. If the aggrieved employee(s) utilizes a procedure other than the grievance procedure

herein, then the employee is precluded from appealing under this procedure. If the employee utilizes this procedure, then the employee is precluded from appealing under another procedure. Employees may use both this grievance procedure and a statutory procedure to the extent that it is required by state or federal law.

ARTICLE 9. DISCIPLINE

- 9.1 For the purpose of this Article, an employee shall be any regular employee having successfully completed the employee's probationary period.
- 9.2 The Employer will discipline employees for just cause only.
- 9.3 Suspensions, demotions, or discharges will be in written form.
- 9.4 Written reprimands and notices of suspension shall be read and acknowledged by signature of the Employee.
- 9.5 Grievances relating to a suspension or discharge shall be initiated by the Union at Step 2 of the grievance procedure.
- 9.6 Oral reprimands are not subject to the grievance procedure.
- 9.7 Employees will not be questioned concerning a formal investigation of disciplinary action of the employee where the employee has requested to have a Union attorney and Union representative present at such questioning.
- 9.8 Employee may examine their individual personnel files at reasonable times under the direct supervision of the Employer once every six months per Minnesota Statute 181.961.

ARTICLE 10. HOLIDAYS

- 10.1 Holidays will be as defined by the City personnel policies.
- 10.2 Regular full-time employees in active status will receive payment for the holiday regardless of whether the holiday is worked. This payment will be based on the number of hours per day (exclusive of overtime) that the employee is scheduled to work during the pay period in question. Employees on a leave of absence (not in active status) other than vacation or sick leave on both the day prior to and following the holiday will not receive holiday pay except as required by law.
- 10.3 Regular full-time employees required to work on the holidays listed in Section 1 shall be paid at time and one-half (1 ½) for all hours actually worked in addition to the holiday pay listed in 10.1.
- 10.4 Work on January 1, Martin Luther King Jr. Day, President's Day, Good Friday, Memorial Day, Juneteenth (June 19), Independence Day, Labor Day, Veterans

Day, Thanksgiving Day, Thanksgiving Friday, and Christmas Day will be compensated at the rate of time and one-half the Employee's regular rate of pay for all hours worked on these holidays plus holiday time.

ARTICLE 11. SICK AND VACATION

- 11.1 All eligible employees shall be offered participation in the Employer's Sick and Vacation benefit program as defined by the City personnel policies. Vacation and sick day accrual is based on the typical FTE (except in those instances in which an employee is on an unpaid leave or else in those instances where accrual must continue pursuant to applicable law) number of hours per day (exclusive of overtime) that the employee is scheduled to work during the pay period in question.

ARTICLE 12. HOURS OF WORK

- 12.1 This Article is intended only to define the normal hours of work and normal scheduling and to provide the basis for the calculation of overtime or other premium pay. Nothing herein shall be construed as a guarantee of hours of work.
- 12.2 Work hours for scheduling purposes will consist of hours actually worked, vacation, holiday hours and Employer required training time.
- 12.3 Employees will receive overtime compensation as required by the Fair Labor Standards Act (using 7K exemption) for all hours worked.
- 12.4 An Employee who is required to appear in court during scheduled off-duty time shall receive payment for a minimum of two (2) hours. Whether this pay is at straight time or overtime rates will be based on the provisions of Section 12.3.
- 12.5 The assignment of overtime shall be at the discretion of the Employer. Employees must receive prior authorization from the employee's immediate supervisor before working any overtime, except in cases of emergency" Overtime will be paid in cases of emergency without prior authorization where the employee, at their earliest practicable opportunity, reasonably attempted to but was unable to contact their immediate supervisor; or, if the immediate supervisor is unavailable, another individual in the employee's direct chain of command.
- 12.6 Work shifts, work breaks, staffing schedules and the assignment of employees thereto shall be established by the Employer.
- 12.7 Neither the base pay rate specified in Appendix A nor overtime pay shall be paid more than once for the same hours worked under any provisions of this agreement.

- 12.8 Employees can opt to bank compensatory time in lieu of paid overtime computed at the rate of one and one-half (1.5) times for each hour of overtime worked. Employees may accumulate up to eighty (80) hours. An employee may carry over no more than forty (40) hours into a new calendar year.

ARTICLE 13. WAGES

- 13.1 Employees shall be paid in accordance with the wage schedule attached to this Agreement and marked Appendix A. In the event that there is a rounding difference between the attached wage schedule and payroll, payroll shall govern. The attached wage schedule shall be considered part of this Agreement.
- 13.2 Movement on the wage schedule shall be the same as the City compensation plan.
- 13.3 General cost of living adjustments for each year of the agreement following the attached wage schedule will be determined by Kiplinger's national consumer price index inflation calculation using year to year comparison data available August 1st of each successive year. COLA adjustments to wages are effective to the first pay period of the new calendar year.
- 13.4 The parties agree that the Employer may unilaterally increase the salary range applicable to the bargaining unit classification during the term of the collective bargaining agreement in the event that the Employer determines that such increase is warranted based on a City-contracted, 3rd party consultant review of the applicable external market study of compensation rates of comparable jurisdictions in the region. This market study shall be performed at least every other calendar year.

ARTICLE 14. SENIORITY

- 14.1 Seniority shall be defined as the length of continuous service with the Employer.
- 14.2 The Employer shall maintain a seniority list of all employees covered by this Agreement.
- 14.3 Seniority shall terminate when an employee is separated from employment.
- 14.4 Seniority shall not accrue under the following conditions:
- a. During a period of layoff;
 - b. During a period of an unpaid leave of absence other than military leave or other applicable law; or
 - c. During a period in which the employee is not in employment status.
- 14.5 Employees may be laid off by the Employer to meet the needs of the Employer. In the event a layoff is necessary the work force shall be reduced based on seniority.

- 14.6 An employee's right to recall shall exist for twelve (12) months after the employee's last date of layoff. Failure to return to work within ten (10) calendar days of notice of recall shall terminate all right to recall. Notice of recall shall be in the form of a registered letter sent to the employee's last address on file with the Employer. It shall be the employee's duty to notify the Employer of any address change. Recall shall be based on the same criteria as layoff and no new employee will be employed to fill a vacant position if an employee is available from the layoff list with the ability to perform the work of the position. Refusal or failure to accept recall for a position for which the employee on layoff is qualified shall terminate all right to recall.

ARTICLE 15. ON CALL PAY

The nature of the City operations requires that police officers be placed on "on-call" status during non-working hours. Employee will receive a stipend equal to one (1) hour of pay at the employee's regular rate of pay for each weekday the employee is scheduled to be on-call. Employee will receive a stipend equal to two (2) hours of pay at the employee's regular rate of pay for each Saturday, Sunday and legal holiday the employee is scheduled to be on-call. Such time shall not be considered to be hours worked. If the employee is called into service during non-working hours, the employee will receive pay for the greater of two (2) hours or the actual hours worked at the rate of one and one-half (1.5) times the employee's regular rate of pay. This pay is in addition to pay for being on call.

ARTICLE 16. RETENTION BONUSES

- 16.1 Effective January 23, 2023, the City will pay a hiring bonus of \$500 to Employee after Employee satisfactorily completes Field Training according to the assigned Field Training Officer (FTO)
- 16.2 The City will pay a retention bonus of \$1000 to Employee after Employee completes 12 months of employment with a positive review
- 16.3 The City will pay a retention bonus of \$2500 to Employee after Employee completes 24 months of employment with a positive review
- 16.4 Any periods of leave and/or sick days shall pause the longevity bonus time periods
- 16.5 The City will pay the bonuses as lump sums in separate checks on the next regularly scheduled pay date after the bonus is earned. The bonuses are taxable, and all regular payroll taxes will be withheld
- 16.6 In the event that Employee leaves employment with the City before earning any of the bonuses, the Employee shall not be entitled to any bonus not earned.

ARTICLE 17. FIELD TRAINING OFFICER PAY

- 17.1 Field Training Offices who have completed the full FTO training requirement shall receive an additional \$2.00 per hour when they are conducting Field Training Activities.

ARTICLE 18. EXTRA SHIFTS

- 18.1 All full time and part-time OPD licensed officers shall be eligible to receive an additional stipend of \$50 for every extra work shift they have volunteered to take; or have agreed to changes in their regularly scheduled shift start and end times to better accommodate gaps in the OPD service scheduled. This policy shall apply to both exempt and non-exempt employee classifications.
- 18.2 An officer taking a previously unscheduled work shift or has agreed to a recommended change to the start and end time of a previously assigned work shift shall clearly note these instances on their timesheets. The Chief or their designate will corroborate those timesheet notations with the official OPD work schedule; and then submit the information to the Deputy Clerk / Finance Assistant in order for the earned stipends to be paid in keeping with established city policies.

ARTICLE 19. UNIFORMS

- 19.1 The Employer will provide an initial set of uniforms and required equipment for new employees and employees who have not previously been issued uniforms. For all other current employees and subsequent to initial issue, uniform and equipment replacement will be made by the Employer on a "needs" basis as determined by the Employer. Employees will be required to have appropriate uniforms available at all times. Personnel authorized to work in plain clothes will be required to provide suitable civilian attire at their own expense. Personnel authorized to work in plain clothes will be given an initial issue uniform which must be kept in suitable usable form at all times. The Employer will replace necessary clothing (uniform and non-uniform), equipment or eyewear if damaged in the line of duty. This will not apply to personal jewelry items or accessories.

ARTICLE 20. SAVINGS CLAUSE

- 20.1 This agreement is subject to the laws of the United States, the State of Minnesota, and the City. In the event any provisions of this agreement shall be held to be contrary to law by a court of competent jurisdiction, or administrative ruling or is in violation of legislation or administrative regulations, such provisions shall be void. All other provisions shall continue in full force and effect. The parties agree to immediately meet and negotiate a substitute for the invalidated provision.

ARTICLE 21. COMPLETE AGREEMENT

- 21.1 This Agreement shall represent the complete agreement between the Union and the Employer.

21.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

21.3 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment are hereby superseded.

ARTICLE 22. MUTUAL CONSENT

22.1 This agreement may be amended any time during its life upon the mutual consent of the employer and the union. Such amendment, to be enforceable, must be in writing and attached to all executed copies of this Agreement.

ARTICLE 23. DURATION

23.1 This Agreement shall be in full force and effect from January 1, 2024 through December 31, 2026

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the dates noted below:

FOR: Union

Law Enforcement Labor
Services

LELS Business Agent

Date

Union Steward

FOR: Employer

City of Olivia

Mayor

Date

City Administrator

Date

Date

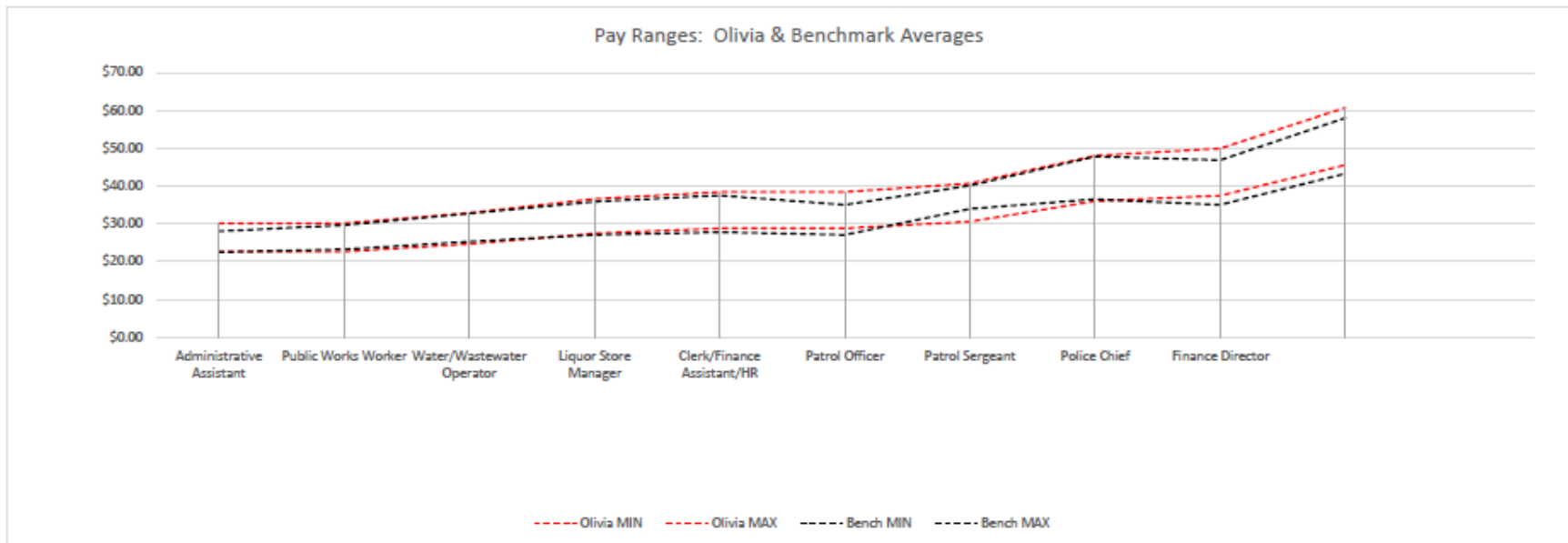
Appendix A
2024 Compensation
Schedule

RESOLUTION 2023-XX APPENDIX B
2024 Compensation Schedule

Grade	0	1	2	3	4	5	6	7	8	Title	Grade
0	\$15.99	\$16.63	\$17.27	\$17.90	\$18.54	\$19.19	\$19.83	\$20.46	\$21.10	Seasonal Public Works	0
1	\$17.03	\$17.74	\$18.45	\$19.16	\$19.88	\$20.58	\$21.29	\$21.99	\$22.71	PT Liquor Store Clerk	0
2	\$18.14	\$18.89	\$19.65	\$20.41	\$21.16	\$21.92	\$22.67	\$23.42	\$24.19	Lead Liquor Store Clerk	2
3	\$19.32	\$20.12	\$20.93	\$21.73	\$22.54	\$23.34	\$24.15	\$24.95	\$25.76	Asst Liquor Store Manager	5
4	\$20.58	\$21.43	\$22.29	\$23.15	\$24.01	\$24.87	\$25.71	\$26.57	\$27.43	Public Works Worker	6
5	\$21.91	\$22.82	\$23.74	\$24.65	\$25.57	\$26.48	\$27.38	\$28.31	\$29.21	Administrative Assistant	6
6	\$23.34	\$24.31	\$25.28	\$26.26	\$27.23	\$28.20	\$29.17	\$30.15	\$31.12	Water/ Wastewater Operator	7
7	\$25.43	\$26.50	\$27.55	\$28.62	\$29.67	\$30.74	\$31.79	\$32.86	\$33.91	Police Dept. Administrative Assistant	8
8	\$26.96	\$28.09	\$29.21	\$30.33	\$31.45	\$32.58	\$33.71	\$34.82	\$35.95	Assistant Water/Wastewater Superintendent	8
9	\$28.31	\$29.49	\$30.67	\$31.85	\$33.03	\$34.20	\$35.39	\$36.57	\$37.75	Liquor Store Manager	9
10	\$29.72	\$30.97	\$32.21	\$33.44	\$34.68	\$35.92	\$37.16	\$38.39	\$39.63	Zoning Administrator	9
11	\$31.51	\$32.82	\$34.13	\$35.45	\$36.76	\$38.08	\$39.39	\$40.70	\$42.02	Deputy Clerk/Finance Assistant/HR	10
12	\$33.72	\$35.12	\$36.53	\$37.93	\$39.34	\$40.74	\$42.15	\$43.55	\$44.96	Patrol Officer	10
13	\$35.74	\$37.23	\$38.72	\$40.20	\$41.69	\$43.18	\$44.67	\$46.16	\$47.65	Patrol Officer PT	10
14	\$37.17	\$38.72	\$40.26	\$41.81	\$43.36	\$44.91	\$46.46	\$48.01	\$49.56	Utility Coordinator/Accounts Manager	10
15	\$38.65	\$40.26	\$41.87	\$43.48	\$45.09	\$46.70	\$48.31	\$49.92	\$51.54	Patrol Sergeant	12
16	\$40.20	\$41.87	\$43.55	\$45.23	\$46.90	\$48.58	\$50.25	\$51.92	\$53.59	Public Works Superintendent	12
17	\$41.81	\$43.55	\$45.29	\$47.03	\$48.77	\$50.52	\$52.26	\$54.01	\$55.74	Water/ Wastewater Superintendent	12
18	\$43.48	\$45.29	\$47.10	\$48.92	\$50.72	\$52.54	\$54.35	\$56.16	\$57.98	EDA Director/ Main Street Coordinator	12
19	\$45.23	\$47.10	\$48.99	\$50.87	\$52.76	\$54.64	\$56.53	\$58.40	\$60.29	Police Chief	14
20	\$47.03	\$48.99	\$50.94	\$52.90	\$54.87	\$56.83	\$58.79	\$60.74	\$62.70	Finance Director	15
										City Administrator	20

Appendix B 2023 Wage Study

Job Title	Olivia MIN	Olivia MAX	Olivia ACTUAL	Bench MIN	Bench MAX	Bench ACTUAL	Olivia Min % of Bench Min	Olivia Max % of Bench Max	Olivia Actual % of Bench Actual	Olivia Range Spread	Bench Range Spread
Administrative Assistant	\$22.62	\$30.15	\$25.44	\$22.49	\$28.03	\$25.13	101%	108%	101%	33%	25%
Public Works Worker	\$22.62	\$30.15	\$23.55	\$23.22	\$29.64	\$27.50	97%	102%	86%	33%	28%
Water/Wastewater Operator	\$24.65	\$32.86	\$24.65	\$25.27	\$32.74	\$31.32	98%	100%	79%	33%	30%
Liquor Store Manager	\$27.43	\$36.58	\$36.58	\$27.09	\$35.84	\$32.85	101%	102%	111%	33%	32%
Clerk/Finance Assistant/HR	\$28.80	\$38.40	\$33.60	\$27.80	\$37.50	\$35.17	104%	102%	96%	33%	35%
Patrol Officer	\$28.80	\$38.40	\$30.01	\$27.07	\$35.01	\$30.96	106%	110%	97%	33%	29%
Patrol Sergeant	\$30.54	\$40.71	\$40.71	\$33.97	\$40.09	\$37.63	90%	102%	108%	33%	18%
Police Chief	\$36.02	\$48.02	\$48.02	\$36.55	\$47.85	\$43.26	99%	100%	111%	33%	31%
Finance Director	\$37.45	\$49.94	\$43.69	\$35.03	\$46.87	\$44.91	107%	107%	97%	33%	34%
City Administrator	\$45.57	\$60.76	\$55.07	\$43.29	\$58.03	\$51.88	105%	105%	106%	33%	34%
							101%	104%	99%	33%	30%



SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT ("Lease"), made this ____ day of _____, 20____, between the City of Olivia ("Landlord"), ADDRESS, and _____, ("Tenant"), ADDRESS.

WHEREAS, Landlord owns infrastructure on which Tenant desires to place equipment to provide certain services; and

WHEREAS, the public benefits from having access to Tenant's services.

Now therefore, For good and valuable consideration, the parties agree as follows:

1. **Leased Premises.** Subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant and Tenant leases from Landlord a portion of Landlord's property, located at 1700 Fairview Ave, Olivia, County of Renville, State of Minnesota, legally described in Exhibit A attached hereto, consisting of approximately ____ square feet, subject to any and all existing easements, as depicted in Exhibit B attached hereto ("Leased Premises"). The Tenant hereby leases the Leased Premises, and that portion of the Water Tower ("Structure") to install ____ and construct an equipment shelter or cabinet and associated equipment and cables and utility lines (collectively "Communications Facility"). The permitted design and specifications of the Communications Facility are more particularly described in Exhibit B. This Lease permits use of the Structure for attaching and locating directional Antennas, connecting cables and appurtenances, the exact location of each to be reasonably approved by Landlord, together with appurtenant easements and access rights. Tenant is solely responsible for evaluating the suitability of the Leased Premises for its purposes.

2. **Rent.**

Amount, adjustments. As consideration for this Lease, Tenants shall pay Landlord an annual rent in the amount of one thousand two hundred dollars (\$1,200.00) for the initial year. Said lease payment shall be increased each year on January 1 by an amount equal to the increase in the Consumer Price Index (CPI) from the previous year. The CPI shall mean the Consumer Price Index for all Urban Consumers, All Cities as published by the United States Department of Labor Statistics or if there shall be no successor index, such comparable index as mutually agreed upon by the parties. Failure to pay rent within 60 days is a direct termination of the agreement.

3. **Governmental Approval Contingency.**

(a) **Tenant Application.** Tenant's right to use the Leased Premises is expressly made contingent upon its obtaining all the certificates, permits, zoning and other approvals that may be required by any federal, state, or local authority. This shall

include the study specified in Subparagraph 3(b) below conducted at Tenant's expense. Subject to Landlord's rights under its police powers, Landlord shall cooperate with Tenant in its efforts to obtain and retain such approvals and shall take no action which would adversely affect the status of the Leased Premises with respect to the Tenant's proposed use thereof.

(b) Study. Before obtaining a building permit, Tenant must pay for the reasonable cost of radio frequency interference study carried out by an independent and qualified professional approved by the Landlord showing that Tenant's intended use will not interfere with existing communications facilities.

(c) Non-approval. In the event that any application necessary under Subparagraph 3(a) above is finally rejected or any certificate, permit, license, or approval issued to Tenant is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that Tenant, in its sole discretion, will be unable to use the Leased Premises for its intended purposes, Tenant shall have the right to terminate this Lease and be reimbursed for the rental payment. Notice of Tenant's exercise of its right to terminate shall be given to Landlord in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice by Landlord as evidenced by the return receipt.

4. Term and Renewals. The "Initial Term" of this Lease shall commence on January 1, 2024 ("Effective Date") and end on December 31, 2026. Subject to the terms and conditions of this Lease, Tenant may extend the term of this Lease for three (3) additional three (3) year renewal periods ("Renewal Term") commencing on January 1 following the expiration date of the Initial Term or of any subsequent Renewal Term. Tenant shall be deemed to have elected to extend the term for each Renewal Term unless Tenant sends written notice to Landlord of Tenant's intention not to extend at least 90 days prior to each Renewal Term, Initial Term or any second or third Renewal Term, such notice provided in accordance with Paragraph 19 of the Lease.

5. Tenant's Use.

(a) User Priority. Tenant agrees that the following priorities of use, in descending order, shall apply in the event of communication interference or other conflict while this Lease is in effect occurring on or adjacent to Landlord's property, and Tenant's use shall be subordinate accordingly:

1. Landlord;
2. Public safety agencies, including law enforcement, fire, and ambulance services, that are not part of the Landlord;
3. Other governmental agencies where use is not related to public safety;
4. Government-regulated entities whose Antennas offer a service to the general public for a fee, in a manner similar to a public utility, such as long distance, cellular telephone, or data transmission, not including radio or television broadcasters, whose lease precedes this Agreement.

(b) Purposes. The Tenant shall have the exclusive use of the Leased Premises only for the purpose of installing, maintaining, and operating the

Communications Facility for providing radio and wireless telecommunication services which Tenant is legally authorized to provide to the public. Tenant's use of any other portion of Landlord's property (including that portion of the water tower not included in the definition of "Leased Premises" in Section 1 hereof) shall be non-exclusive and Landlord specifically reserves the right to allow such other property other than the Leased Premises to be used by other parties and to make additions, deletions, or modifications to its own facilities on such property. Tenant shall comply with all applicable ordinances, statutes and regulations of local, state and federal government agencies.

(c) Construction. Tenant may erect and operate its Communications Facility in accordance with the approved plans attached as Exhibit B. Prior to activation of the Communication Facility, Tenant shall notify Landlord that installation/construction is substantially complete and provide as-builts. Within seven (7) days, Landlord may inspect Tenant's work, at Tenant's expense, to verify completion in accordance with this Lease, Tenant's requirements, and the as-builts. Tenant shall take upon itself the sole risk of executing the construction, and placement of all materials, related to this Agreement.

(d) Operation. Tenant shall have the right, at its sole cost and expense, to operate and maintain the Communication Facility on the Leased Premises in accordance with good engineering practices, with all applicable FCC rules and regulations. Any damage done to the Leased Premises or other Landlord property including the Structure during installation of the Communication Facility or during operations shall be repaired at Tenant's expense within 30 days after notification of damage. The Communication Facility shall remain the exclusive property of the Tenant, unless otherwise provided in this Lease.

(e) Tenant Maintenance. Tenant shall, at its own expense and risk, maintain the Communication Facility and any property on the Leased Premises or attached to the Structure in a safe condition and in good repair and in a manner that does not conflict with use by Landlord. Any modifications to the Leased Premises for Tenant's benefit shall be at the Tenant's own expense and risk. Tenant's Communication Facility shall, at all times and at Tenant's expense, be painted and maintained in the color selected by the Water/Wastewater Superintendent. In lieu of painting, Landlord may require that any coaxial cable or other connecting cables with exterior exposure on the Structure be provided in manufactured colors matching the immediate background.

(f) Landlord Maintenance. Tenant shall remove the Communications Facility at Tenant's cost, upon reasonable notice, to permit maintenance, repair, repainting, restoration or other activity in relation to the Structure or Leased Premises. Except in the case of an emergency, Landlord shall give Tenant advance notice of repair, repainting or restoration. Any additional expense of maintaining the Structure or Leased Premises or other Landlord property caused by the Communication Facility shall be paid promptly by Tenant upon Landlord's notice to Tenant of such additional cost.

(g) Modifications. Landlord must consent to any modification to the Communication Facility. Tenant shall notify Landlord in writing of any request to modify the Communication Facility. Upon such request, Landlord may retain a qualified

professional to evaluate the requested modification. The Tenant shall reimburse the Landlord's cost for evaluation within 30 days of receipt of an invoice. If Landlord consents, the parties will negotiate the amount of additional rental for the addition of equipment. Tenant shall submit to Landlord a detailed proposal for any such modification and any other information reasonably requested by Landlord, including but not limited to a technical study carried out at Tenant's expense.

(h) Drawings. Tenant shall provide Landlord with as-built drawings of the equipment and improvements installed on the Leased Premises, which show the actual location of all portions of the Communication Facility. Said drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property, and appurtenances actually placed on the Leased Premises.

(i) No Interference. Tenant shall, at its own expense and risk, maintain any equipment on or attached to the Leased Premises in a safe condition, in good repair and in a manner suitable to Landlord so as not to conflict with the use of the surrounding premises by Landlord. Tenant shall not unreasonably interfere with the operations of any prior tenant using the Structure and shall not interfere with the working use of the Leased Premises by Landlord.

(j) Access. Tenant, at all times during this Lease, and with the approval of Landlord shall have access to the Leased Premises in order to install, operate, and maintain its Communication Facility. Tenant shall request access to the Structure twenty-four (24) hours in advance, except in an emergency, and Landlord's approval thereof shall not be unreasonably withheld or delayed. In the case of an emergency, Tenant shall in the event it is necessary for Tenant to have access to the Structure at some time other than the normal working hours of Landlord, Landlord may charge Tenant for whatever reasonable expense, including employees' wages that Landlord incurs in providing such access to Tenant.

(k) Payment of Utilities. Tenant shall separately meter charges for the consumption of electricity and other utilities associated with its use of the Leased Premises and shall promptly pay all costs associated therewith.

6. Emergency Facilities. In the event of a natural or man-made disaster, in order to protect the health, welfare, and safety of the community, Tenant may erect a temporary tower and install additional equipment on a temporary basis on the Leased Premises to assure continuation of service. Such temporary operation shall not exceed 90 days unless Tenant obtains written approval from the Landlord.

7. Additional Maintenance Expenses. Upon notice from Landlord, Tenant shall promptly pay to Landlord all additional Landlord expenses incurred in maintaining the Leased Premises including painting or other maintenance of the Structure that are caused by Tenant's occupancy of the Leased Premises. In the event the Landlord repaints, repairs or maintains the Structure, Tenant shall take adequate measures to cover or remove the Communication Facility or otherwise protect same from damage which may occur during the painting, repair or maintenance process. Tenant shall remove its facilities, at Tenant's cost, to allow maintenance, repair, repainting, restoration of the Structure or other activity on the Leased Premises

as required by the Landlord. There may be scheduled interruptions. Except in the case of an emergency, Landlord shall give Tenant reasonable notice of repair, repainting or restoration requiring temporary removal and relocation.

8. **Additional Buildings.** Tenant acknowledges that Landlord may permit additional buildings to be constructed on the property described in Exhibit A. At such time as this may occur, Tenant will permit said buildings to be placed immediately adjacent to Tenant's building and will allow "attachments" to its building so as to give the appearance that all buildings are a connected facility. Said attachments will be made at no cost to Tenant and will not compromise the structural integrity of Tenant's building.

9. **Defense and Indemnification.**

(a) **General.** Tenant agrees to defend, indemnify and hold harmless Landlord and its elected officials, officers, employees, agents, and representatives from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by Landlord or for which Landlord may be liable in the performance of this Lease, except those which arise solely from the negligence, willful misconduct, or other fault of Landlord; provided, however, Tenant shall also defend all matters arising out of Landlord's inspection or permit issuing actions or inactions. Tenant shall defend all claims arising out of the installation, operation, use, maintenance, repair, removal, or presence of Tenant's Communication Facility, equipment and related facilities on the Leased Premises. Nothing herein shall be deemed a waiver by Landlord of the limitations on liability set forth in Minnesota Statutes, Chapter 466.

(b) **Hazardous Materials.** Without limiting the scope of Subparagraph 9(a) above, Tenant will be solely responsible for and will defend, indemnify, and hold Landlord, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including attorney's fees and costs, arising out of or in connection with the cleanup or restoration of the Leased Premises associated with the Tenant's use of Hazardous Materials.

Landlord will be solely responsible for and will defend, indemnify, and hold Tenant, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorney's fees and costs, arising out of in connection with the removal, cleanup, or restoration of the Leased Premises with respect to Hazardous Materials from any and all sources other than those Hazardous Materials introduced to the Leased Premises by Tenant and their agents, including independent contractors. Nothing herein shall be deemed a waiver by Lessor of the limitations on liability set forth in Minnesota Statutes, Chapter 466.

For purposes of this Lease, "Hazardous Materials" shall be interpreted broadly and specifically includes, without limitation, asbestos, petroleum, fuel, batteries, PCBs, or any hazardous substance, waste, or materials as defined in any federal, state or local environmental or safety law or regulations including, but not limited to, CERCLA, and the Clean Water Act.

(c) Tenant's Warranty. Tenant represents and warrants that its use of the Leased Premises will not generate and Tenant will not store or dispose of on the Leased Premises, nor transport to or over the Leased Premises, any Hazardous Materials, unless Tenant specifically informs Landlord thereof in writing twenty-four hours prior to such storage, disposal or transport, or otherwise as soon as Tenant becomes aware of the existence of Hazardous Materials on the Leased Premises.

The obligations of this Paragraph 9 shall survive the expiration or other termination of this Lease.

10. **Insurance**.

(a) Workers' Compensation. The Tenant must maintain Workers' Compensation insurance in compliance with all applicable statutes. The policy shall also provide Employer's Liability coverage with limits of not less than \$500,000 Bodily Injury each accident, \$500,000 Bodily Injury by disease, policy limit, and \$500,000 Bodily Injury by disease, each employee.

(b) General Liability. The Tenant must maintain an occurrence form comprehensive general liability coverage. Such coverage shall include, but not be limited to, bodily injury, property damage – broad form, and personal injury, for the hazards of Premises/Operation, broad form, contractual, independent contractors, and products/completed operations.

The Tenant must maintain aforementioned comprehensive general liability coverage with limits of liability not less than \$1,000,000 each occurrence; \$1,000,000 personal and advertising injury; \$1,000,000 general aggregate, and \$1,000,000 products and completed operations aggregate. These limits may be satisfied by the comprehensive general liability coverage or in combination with an umbrella or excess liability policy, provided coverage afforded by the umbrella or excess policy are no less than the underlying comprehensive general liability coverages.

(c) Automobile Liability. The Tenant must carry Automobile Liability coverage. Coverage shall afford total liability limits for Bodily Injury Liability and Property Damage Liability in the amount of \$1,000,000 per accident. The liability limits may be afforded under the Commercial Policy, or in combination with an Umbrella or Excess Liability Policy provided coverage of ridges afforded by the Umbrella Excess Policy are no less than the underlying Commercial Auto Liability Coverage.

Coverage shall be provided for Bodily Injury and Property Damage for the ownership, use, maintenance or operation of all owned, non-owned and hired automobiles.

The Commercial Automobile Policy shall include at least statutory personal injury protection, uninsured motorists and underinsured motorists coverages.

(d) Tenant Property Insurance. The Tenant must keep in force for the duration of the Lease a policy covering damages to its property at the Leased Premises. The amount of coverage shall be sufficient to replace the damaged property, loss of use and comply with any ordinary or law requirements.

(e) Additional Insured – Certificate of Insurance. The Tenant shall provide, prior to tenancy, evidence of the required insurance in the form of a Certificate of Insurance issued by a company (rated B+12 or better), licensed to do business in the state of Minnesota, which includes all coverages required in this Paragraph 10. Tenant will list the Landlord as an Additional Insured on the General Liability and Commercial Automobile Liability Policies. The Certificate(s) shall also provide the coverage may not be canceled, non-renewed, or materially changed without thirty (30) days prior written notice to the Landlord.

11. **Damage or Destruction**. If the Leased Premises is destroyed or damaged, without contributory fault of the Tenant or its agents, so as, in Tenant's judgement, to hinder its effective use of the Communication Facility, Tenant may elect to terminate the Lease, upon thirty (30) days' written notice to Landlord. In the event Tenant elects to terminate the Lease, Tenant shall be entitled to reimbursement of pre-paid rent covering the period subsequent to the date of damage to or destruction of the Leased Premises.

12. **Lease Termination**.

(a) Events of Termination. Except as otherwise provided herein, this Lease may be terminated by either party upon sixty (60) days written notice to the other party as follows:

(i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default to the other party (without, however, limiting any other rights of the parties pursuant to any other provisions hereof);

(ii) by Tenant for cause if it is unable to obtain or maintain any license, permit or other governmental approval necessary for the construction and/or operation of the Communication Facility;

(iii) by Landlord, if its Council decides, for any reason to redevelop the Leased Premises and/or discontinue use of the Structure for all purposes or any purpose inconsistent with this Agreement. If Landlord decides to discontinue use to redevelop the Leased Premises, Landlord shall provide a one-year written notice to Tenant.

(iv) by Landlord if it determines that the Structure is structurally unsound, including, but not limited to, consideration of age of the Structure, damage or destruction of all or part of the Structure on the Leased Premises from any source;

(v) by Landlord if it determines that the Communication Facility unreasonably interferes with another user of the Leased Premises with a higher priority, regardless of whether or not such an interference was predicted in the initial interference study that was part of the application process; or

(vi) by Landlord if it determines that Tenant has failed to comply with applicable ordinances, or state or federal law, or any conditions attached to government approvals granted thereunder, after a public hearing before the Landlord's Council.

(b) Notice of Termination. The parties shall give notice of termination in writing by certified mail, return receipt requested at the address for each party included in Paragraph 19 of this Agreement. Such notice shall be effective upon receipt as evidenced by the return receipt. All rentals paid for the Lease prior to said termination date shall be retained by Landlord.

(c) Tenant's Liability for Early Termination. If Tenant terminates this Lease other than of right as provided in this Lease, Tenant shall pay to Landlord 100% of the rent due for the remaining Term of the Lease.

(d) Site Restoration. In the event that this Lease is terminated or not renewed, Tenant shall have 60 days from the termination or expiration date to remove its Communication Facility and related equipment from the Leased Premises, and repair the site and restore the surface of the Structure, normal wear and tear excepted. In the event that Tenant's Communication Facility, and related equipment are not removed to the reasonable satisfaction of the Landlord, they shall be deemed abandoned and become the property of the Landlord and Tenant shall have no further rights thereto.

13. Limitation of Landlord's Liability. If Landlord terminates this Lease other than as of right as provided in this Lease, or Landlord causes interruption of the business of Tenant or for any other Landlord breach of this Lease, Landlord's liability for damages to Tenant shall be limited to the actual and direct costs of equipment removal, relocation or repair and shall specifically exclude any other recovery of damages to Tenant, including but not limited to, value of the business of Tenant as a going concern, future expectation of profits, loss of business or profit or related damages to Tenant.

14. Temporary Interruptions of Service. If Landlord determines that continued operation of the Communication Facility would cause or contribute to an immediate threat to public health and/or safety (except for any issues associated with human exposure to radio frequency omissions, which is regulated by the federal government), Landlord may order Tenant to discontinue its operation. Tenant shall immediately comply with such an order. Service shall be discontinued only for the period that the immediate threat exists. If Landlord does not give prior notice to Tenant, Landlord shall notify Tenant as soon as possible after its action and give its reason for taking the action. Landlord shall not be liable to Tenant or any other party for any interruption in Tenant's service or interference with Tenant's operation of its Communication Facility. If the discontinuance extends for a period greater than three days, either consecutively or cumulatively, Tenant shall have the right to terminate this Lease within its sole discretion.

15. Tenant Interference.

(a) With Structure. Tenant shall not interfere with Landlord's use of the Structure and agrees to cease all such actions which unreasonably and materially

interfere with Landlord's use thereof no later than three business days after receipt of written notice of the interference from Landlord. In the event that Tenant's cessation of action is material to Tenant's use of the Leased Premises and such cessation frustrates Tenant's use of the Leased Premises, within Tenant's sole discretion, Tenant shall have the immediate right to terminate this Lease.

With Higher Priority Users. If Tenant's Communication Facility causes impermissible interference with higher priority users as set forth under Subparagraph 5(a) above or with pre-existing tenants, Tenant shall take all measures necessary to correct and eliminate the interference. If the interference cannot be eliminated within 48 hours after receiving Landlord's written notice of the interference, Tenant shall immediately cease operating its Communication Facility and shall not reactivate operation, except intermittent operation for the purpose of testing, until the interference has been eliminated. If the interference cannot be eliminated within 30 days after Tenant received Landlord's written notice, Landlord may at its option terminate this Lease immediately.

(b) Interference Study – New Occupants. Upon written notice by Landlord that it has a bona fide request from any other party to lease an area including or in close proximity to the Leased Premises ("Leased Premises Area"), Tenant agrees to provide Landlord, within sixty (60) days, the radio frequencies currently in operation or to be operated in the future of each transmitter and receiver installed and operational on the Leased Premises at the time of such request. Landlord may then have an independent, registered professional engineer of Landlord's choosing to perform the necessary interference studies to determine if the new applicant's frequencies will cause harmful radio interference to Tenant. Landlord shall require the new applicant to pay for such interference studies unless the Landlord or other higher priority user requests the use. In that event, the Tenant and all other tenants occupying the Leased Premises Area shall pay for the necessary interference studies, pro rata.

16. Assignment and Subleasing. This Lease shall run with the Property and shall be binding on and inure to the benefit of the parties, their respective successors, personal representatives and assigns. Tenant will not assign or transfer this Lease or sublet all or any portion of the Leased Premises without the prior written consent of Landlord provided, however, that Tenant may assign or sublet without Landlord's consent to any party controlling, controlled by or under common control with Tenant or to any party which acquires substantially all assets of Tenant. Tenant shall make no other assignment or transfer of this Agreement without obtaining the written consent of Landlord, which consent shall not be unreasonably withheld.

17. Condemnation. In the event the whole of the Leased Premises is taken by eminent domain, this Lease shall terminate as of the date title to the Leased Premises vests in the condemning authority. In event a portion of the Leased Premises is taken by eminent domain, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days' written notice to the other party. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the reward paid for the taking and the Landlord shall receive full amount of such award. Tenant hereby expressly waives any right or claim to any portion thereof. Although all damages, whether awarded as compensation for diminution is

value of the leasehold or to the fee of the Leased Premises, shall belong to Landlord, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, Antennas Facilities, and leasehold improvements.

18. **Enforcement and Attorneys' Fees**. In the event that either party to this Lease shall bring a claim to enforce any rights hereunder, the prevailing party, as deemed by the arbitrator or court, including appellate courts, shall be entitled to recover costs and reasonable attorneys' fees incurred as a result of such claim, but in no event shall such fees and costs recoverable exceed \$7,500.00.

19. **Notices**. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

If to Landlord, to: City of Olivia
1009 West Lincoln Avenue
Olivia, MN 56277

If to Tenant, to:

With a copy to:

20. **Authority**. Each of the individuals executing this Lease on behalf of the Tenant or the Landlord represents to the other party that such individual is authorized to do so by requisite action of the party to this Lease.

21. **Binding Effect**. This Lease shall run with the Leased Premises. This Lease shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

22. **Complete Lease; Amendments**. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreement of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and

ACKNOWLEDGMENT

STATE OF MINNESOTA)
) ss.
COUNTY OF Renville)

The Foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____ and _____, the Mayor, City Administrator and City Clerk respectively of the City of Olivia, on behalf of the corporation.

Notary Public in for the State of Minnesota
County of _____
My Commission expires: _____


ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The Foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____ the _____ of _____, on behalf of the limited liability company.

Notary Public in for the State of _____
County of _____
My Commission expires: _____

Gail M. Miller

GAIL M. MILLER
OFFICE OF COUNTY RECORDER
RENVILLE COUNTY, MINNESOTA
FEE AMOUNT: \$46.00
PAGES: 3


FOR USE BY FILING OFFICER ONLY

**Minnesota Public Facilities Authority
REAL PROPERTY DECLARATION**

The undersigned has the following interest in the real property located in the County of Renville, State of Minnesota, that is legally described in **Exhibit A** attached and all facilities situated thereon (collectively, the "Restricted Property"):

(Check the appropriate box.)

a fee simple title

a lease

an easement

and as owner of such fee title, lease or easement, does hereby declare that such interest in the Restricted Property is made subject to the following restrictions and encumbrances:

A. The Restricted Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695, is subject to the encumbrance created and requirements imposed by such statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget, which approval must be evidenced by a written statement signed by the said commissioner and attached to the deed, mortgage, encumbrance or instrument used to sell or otherwise dispose of the Restricted Property; and

B. The Restricted Property is subject to all of the terms, conditions, provisions, and limitations contained in that certain Bond Purchase and Project Loan Agreement between the Minnesota Public Facilities Authority and City of Olivia, Minnesota (Water Treatment and Water Tower) for Loan No. MPFA-11-0058-R-FY12 & MPFG-11-0058-R-FY12 (DW-1), and dated October 28, 2011;

City
(6)

Exhibit A
LEGAL DESCRIPTION

Water Treatment Plant and Water Tower

The East 248 feet of that portion of the Southwest Quarter of Section 12, Township 115, Range 35, lying north of the south section line of said section and lying south of the right-of-way limits of U.S. Highway No. 212, and

The West 40 feet of the East 248 feet of that portion of the Southwest Quarter of Section 12, Township 115, Range 35, lying south of the right-of-way line of U.S. Highway No. 212 and north of the south section line shall be developed and used by the second party for roadway and utility purposes, and

The West 40 feet of the East 288 feet of the Southwest Quarter of Section 12, Township 115, Range 35, lying between the south section line and the south right of way line of U.S. Highway 212 for utility and roadway purpose, an containing approximately 2/3 of an acre, more or less.

Public Indenture, Made this 12th day of May, 1964

between W. C. Rauenhorst and Helen Rauenhorst, husband and wife,

of the County of Renville and State of Minnesota

parties of the first part, and Village of Olivia,

a municipal

corporation under the laws of the State of Minnesota, party of the second part,

Witnesseth, That the said parties of the first part, in consideration of the sum of One Dollar and other good and valuable consideration ~~--- DOLLARS~~ to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey unto the said party of the second part, its successors and assigns, Forever, all the tract or parcel of land lying and being in the County of Renville and State of Minnesota, described as follows, to-wit:

The East 248 feet of that portion of the Southwest Quarter of Section 12, Township 115, Range 35, lying north of the south section line of said section and lying south of the right-of-way limits of U. S. Highway No. 212, and

The East 208 feet of the Southwest Quarter of Section 12, Township 115, Range 35, lying north of the right-of-way line of U. S. Highway No. 212 and south of the center line of Renville County Ditch No. 63, containing 6 and 2/3 acres, more or less.

The West 40 feet of the East 248 feet of that portion of the Southwest Quarter of Section 12, Township 115, Range 35, lying south of the right-of-way line of U. S. Highway No. 212 and north of the south section line shall be developed and used by the second party for roadway and utility purposes.

The parties of the first part hereby certify that the State deed tax due on the within conveyance is the sum of \$5.50.



To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said party of the second part, its successors and assigns, Forever. And the said W. C. Rauenhorst and Helen Rauenhorst, husband and wife, parties of the first part, for themselves, their heirs, executors and administrators, do covenant with the said party of the second part, its successors and assigns that they are well seized in fee of the lands and premises aforesaid, and have good right to sell and convey the same in manner and form aforesaid, and that the same are free from all incumbrances.

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, subject to incumbrances, if any, hereinbefore mentioned, the said parties of the first part will Warrant and Defend.

In Testimony Whereof, The said parties of the first part have hereunto set their hands the day and year first above written.

In Presence of
[Signature]
[Signature]

W. C. Rauenhorst
W. C. Rauenhorst
Helen Rauenhorst
Helen Rauenhorst

State of Minnesota, }
County of Renville }

On this 26th day of May, 1964, before me,
a Notary Public within and for said County, personally appeared
W. C. Rauenhorst and Helen Rauenhorst, husband and wife.

to me known to be the persons described in and who executed the foregoing instrument,
and acknowledged that they executed
the same as their free act and deed.

[Signature]

Notary Public Renville County, Minn.

My commission expires 10/2/67, 19



Minnesota Form No. 3

Doc. No. 203353
WARRANTY DEED
Individual to Corporation

TO

Office of Register of Deeds
STATE OF MINNESOTA
County of Renville

I hereby certify that the within Deed was
filed in this office for record on the 4th
day of November, 1964.

at 2:30 o'clock P. M., and was duly
recorded in Book 144 of Deeds, page 115-116

Willa Calley M. Scott
Register of Deeds

By _____ Deputy
Taxes for the year 1964 on the lands
described within, paid this 11th day of
November, 1964

Don J. ...
County Treasurer
Deputy

Taxes paid and Transfer entered this
4 day of Nov., 1964
W. C. Rauenhorst
County Auditor
By *Helen Rauenhorst* Deputy

OFFICIAL PUBLISHING CO., NEW HAVEN, CONN.

This Indenture, Made this 12th day of May, 1964,
between W. C. Rauenhorst and Helen Rauenhorst, husband and wife,
of the County of Renville and State of Minnesota
part 1st of the first part, and Village of Olivia, a municipal
corporation under the laws of the State of Minnesota, party of the second part,

Witnesseth, That the said part 1st of the first part, in consideration of the sum of One Dollar and other good and valuable consideration, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby Grant, Bargain, Quitclaim, and Convey unto the said party of the second part, its successors and assigns, Forever, all the tract or parcel of land lying and being in the County of Renville and State of Minnesota, described as follows, to-wit:

The West 40 feet of the East 288 feet of the Southwest Quarter of Section 12, Township 115, Range 35, lying between the south section line and the south right of way line of U. S. Highway 212, for utility and roadway purposes, and containing approximately 2/3 of an acre, more or less.



The parties of the first part hereby certify that the State tax due on the within conveyance is the sum of \$1.10.

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said party of the second part, its successors and assigns, Forever.

In Testimony Whereof, The said part 1st of the first part have hereunto set their hand the day and year first above written.

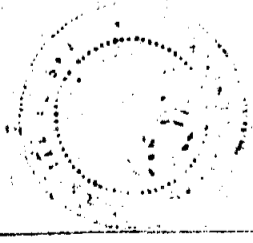
In Presence of
[Signature]
[Signature]

[Signature]
W. C. Rauenhorst
[Signature]
Helen Rauenhorst

State of Minnesota,
County of Renville ss.

On this 26th day of May, 1964, before me,
a Notary Public within and for said County, personally appeared
W. C. Rauenhorst and Helen Rauenhorst, husband and wife,

to me known to be the persons described in and who executed the foregoing instrument,
and acknowledged that they executed
the same as their free act and deed.



[Signature]
Notary Public Renville County, Minn.
My commission expires 10/2/67, 19

Minnesota Form No. 25

Doc. No. 203364

QUIT CLAIM DEED

Individual or Corporation

TO

Office of Registrar of Deeds,
STATE OF MINNESOTA,

County of Benaville

I hereby certify that the within Deed was
filed in this office for record on the 4th
day of November, 1964.

at 2:35 o'clock P. M., and was duly

recorded in Book 1144 of Deeds, Page 5 117-118

Ulla Calveger, K. R. Swartz
Registrar of Deeds.

By _____ Deputy.

Taxes for the year 1964 on the lands
described within, paid this 4th day of
Nov, 1964.

John S. ...
County Treasurer.

By _____ Deputy.

Taxes paid and Transfer entered this
day of Nov, 1964.

John ...
County Auditor.

By John ... Deputy.

EXHIBIT B

**SKETCH AND DESCRIPTION OF LEASED PREMISES SHOWN IN RELATION TO
OWNER'S PROPERTY**

See Attached



acts

Adult Client Training Service, Inc.

Dana R. Honzay
Employment Coordinator

802 East Fairview Avenue
Olivia, Minnesota 56277
Phone: 320-523-5666
Fax: 320-523-5766
acts-ability.org

CONTRACT FOR CLEANING SERVICES

Place(s) of business to be cleaned: Olivia City Office, Library, Liquor store and shop building.

Job description: To do janitorial jobs at the above business. Duties include: cleaning bathroom, dump trash cans, dust, sweep and mop floors, vacuum cleaning, and clean mirrors.

Dates/times to complete cleaning: ACTS will send 2 individuals 1.5 hours a day/2 days a week to clean city office and library, and 1 day a week at the liquor store. Shop building will be done twice a month. A job coach will accompany the individuals to the job site and stay with them to supervise the cleaning.

Wage: The wage will be \$17.50 per individual, per hour of work (total \$35/hour). Billing will be sent out the 1st of each month to City of Olivia unless otherwise requested.


Supplies: Cleaning supplies will be made available by the work site for the individuals to use to clean.

Contact: If there are any issues or problems regarding the individuals or the quality of their work, please contact Tammy Enstad at ACTS at 523-5666 or Dana Honzay at danah.acts@gmail.com


Dates closed and unable to clean: ACTS is closed on major holidays. ACTS is also closed the week of July 4th and the week of Christmas. No cleaning will be done during those times.

Please review and let me know if there are any issues or questions. A copy of the signed contract can be returned in the self-addressed envelope.

This contract will be in effect January 1, 2024 - December 31, 2024.




Dana Honzay
Employment Coordinator
ACTS



Date



Karen Borden
Executive Director, ACTS



Date

Adoption by the City Council of the City of Olivia this 18th day of December, 2023.

Jon Hawkinson, Mayor

ATTEST:

Jasmine Miller, City Clerk

MUTUAL AID AGREEMENT FOR THE USE OF LAW ENFORCEMENT PERSONNEL AND EQUIPMENT

The parties to this Agreement are governmental units of the State of Minnesota. This Agreement is made pursuant to Minnesota Statutes § 471.59, which authorizes the joint and cooperative exercise of powers, common to contracting parties.

NOW, THEREFORE, it is mutually agreed as follows:

1. **Purpose:**

The purpose of this Agreement is to show support and commitment to saving lives and reducing serious injuries through collaboration with cities, counties and states law enforcement agencies throughout the State of Minnesota focusing on traffic safety education and the enforcement of the traffic laws which are most likely to be a causation factor in traffic crashes leading to serious injury and/or death by allowing a city, which is a party to this Agreement to make available to another city or county that is a Party to this Agreement their police personnel and police equipment for 2023-2024 Towards Zero Deaths (TZD) enforcement grant.

2. **Parties**

A. The Renville County Sheriff's Office is the lead agency and fiscal agent of the grant. The Olivia Police Department, Hector Police Department, Buffalo Lake Police Department and Fairfax Police Department are partnering agencies.

3. **Requirements**

- A. All agencies agree that all of their officers assigned to work overtime shifts under the grant will meet training, reporting, and enforcement requirements including:
- a. Must complete a SFST Update/Initial (Not necessary if DRE continuing certification requirements have been met)
 - b. Must complete ARIDE (Advanced Roadside Impaired Driving Enforcement) Course Update/Initial – Initial must be completed 6-12 months after SFST.
 - c. Must participate in pre and post enforcement seatbelt surveys
 - d. Must complete and submit enforcement logs to the grant coordinator at the end of his/her overtime shift.
 - e. Must make sure that at least 25% of the overtime hours for seatbelts enforcement under the grant must occur between the hours of 1600 and 0100.
 - f. Must submit figures for reimbursement to the lead agency in a timely manner

4. **Control Over Special Enforcement Activity:**

The Lead Agency will be in command of the TZD Enforcement Activity. The police personnel and equipment will be under the direction and control of the Lead Agency until the Partnering Agency withdraws assistance. This section does not mean that the Partnering Agencies' personnel will be considered employees of the Lead Agency for the purposes of payroll and worker's compensation.

5. **Withdrawal of Assistance:**

Whenever a Partnering Agencies has provided assistance to a Lead Agency, the Partnering Agency may at any time recall such assistance or any part thereof when the Partnering Agency deems it necessary to provide for the best interests of the Partnering Agency's own jurisdiction. Such action will not result in the liability to any Party.

6. **Responsibility of Wages**

- A. All personnel wages will be reimbursed to the partnering agency by the lead agency at the officer's overtime rate, including the cost of fringe benefits, for the predetermined amount of time.
- B. Personnel Wages incurred beyond the predetermined time will be the responsibility of the Partnering Agency.
- C. If an officer who is rendering assistance under this Agreement is required to take a mandatory leave of absence because of discharge of the officer's weapon in the line of duty or for any other reason, the Lead Agency will not be held accountable for the responding party's wages while taking such leave of absence.

7. **Responsibility for Equipment:**

- A. Partnering Agencies will be responsible for damages to or loss of its own equipment. Unused equipment provided by the Partnering Agencies will be returned to the Partnering Agencies by the Lead Agency when circumstances permit this to be done. Each Party waives the right to sue any other Party for any damages or loss of its equipment even if the damages or losses were caused wholly or partially by the negligence of any other Party, its officers, employees or volunteers.
- B. Partnering Agencies will be responsible for all fuel costs and any other vehicle expenses incurred while participating in grant related enforcement.

8. Workers Compensation:

Each party will be responsible for injuries or death of its own personnel. Each party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this Agreement. Each party waives the right to sue any other party for any workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

9. Charges to the Lead Agency:

- A. Partnering Agencies to this Agreement will levy no charges for assistance rendered to a Lead Agency under the terms of this Agreement.
- B. Such charges are not contingent upon the availability of the federal or state government funds.
- C. If an officer who is rendering assistance under this Agreement is required to take a mandatory leave of absence because of discharge of the officer's weapon in the line of duty or for any other reason, the Lead Agency will not be held accountable for the responding parties' wages while taking a leave of absence.

10. Prosecution

Prosecutions shall be handled by the prosecuting authority of the jurisdiction where the citation was issued as is normal practice.

11. Forfeitures

Agencies agree that forfeitures shall be handled as normal practice with the arresting (forfeiting) agency receiving the law enforcement proceeds of a forfeiture action.

12. Performance

Agencies agree to monitor their personnel's performance during assigned enforcement periods and to address issues such as inactivity or excessive break periods or other issues that conflict with the goals or requirements of the partnership.

13. No Joint Entity or Partnership:

This Agreement does not intend, nor does it create, any joint entity or partnerships between the Cities or Counties.

14. Duration:

This Agreement will be effective on October 1, 2023 and will continue until September 30, 2024, unless terminated as provided herein.

15. Withdrawal:

Any Party may withdraw from this Agreement, by resolution of its governing body, provided that the Party gives a 60-day notice to the other Parties.

16. Termination:

This Agreement will terminate when fewer than two Parties wish to continue to participate in this Agreement.

17. Execution:

All Parties need not sign the same copy. Each Party will file the signed Agreement with the Renville County Sheriff's Office. Each Party hereto has read, agreed to and executed this Agreement on the date indicated.

Adoption by the City Council of the City of Olivia on this 18th day of December, 2023.

Jon Hawkinson, Mayor

ATTEST:

Jasmine Miller, City Clerk

**City of Olivia, Minnesota
Resolution 2023-119**

Approving Grade Adjustment for Patrol Sergeant, Aaron Clouse

WHEREAS, Based on Union negotiations, the City became aware of pay variations from industry standards; and

WHEREAS, The Personnel Committee has reviewed the request for change in compensation for the Patrol Sergeant position; and

WHEREAS, The Personnel Committee recommends the City Council approve moving the Patrol Sergeant compensation from a Grade 11 to a Grade 12

NOW, THEREFORE, BE IT RESOLVED: The Olivia City Council agrees to adjust Sergeant Clouse's pay, in response to the recommendation from the Personnel Committee, to a Grade 12, Step 5 effective January 1, 2024.

Adoption by the City Council of the City of Olivia this 18th day of December, 2023

Jon Hawkinson, Mayor

ATTEST:

Jasmine Miller, City Clerk

AMENDMENT
TO THE
PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF OLIVIA
AND
COMMUNITY DESIGN GROUP (CDG)

Amendment Number: 1

IN ACCORDANCE to the Professional Services Agreement between the City of Olivia (hereinafter referred to as “the CITY”) and Community Design Group (hereinafter referred to as CONSULTANT) signed by the CITY on March 7, 2022, this AMENDMENT, when properly executed, constitutes authorization to proceed with the following change to the original AGREEMENT:

Period of Service

This Amendment modifies “Period of Service” of the subject Professional Services Agreement to end on April 30, 2024.

All terms, covenants and conditions of the original Professional Services Agreement shall remain in full force and effect, except to the extent herein amended.

The Professional Services Agreement is hereby amended as set forth above, and is hereby annexed and made part of the original Professional Services Agreement.

SIGNATURES:

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT, on this day and year indicated below.

THE CITY

CONSULTANT

Signature

Signature

Print Name / Title

Print Name / Title

Date of Signature

Date of Signature

**City of Olivia, Minnesota
Resolution 2023-120**

Approval of Donations / Contributions

It is hereby resolved by the City of Olivia, Minnesota that:

WHEREAS, Minnesota State Statute 465.03 requires that governing bodies must formally accept donations and contributions and that every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members, expressing such terms in full; and

WHEREAS, The City seeks to properly accept and record donations and contributions in accordance with all state statutes and state auditor requirements;

THEREFORE: The Olivia City Council formally accepts the following donations / contributions given to the city and agrees to their associated stipulations:

	<u>Donation Value:</u>
Donor: Anonymous Donor	\$5,000.00
<i>Donation to Olivia Area Technical Rescue Team</i>	

Adoption by the City Council of the City of Olivia on this 18th day of December, 2023.

Jon Hawkinson, Mayor

ATTEST:

Jasmine Miller, Deputy Clerk

**CITY OF OLIVIA
CHIEF OF POLICE
JOB DESCRIPTION**

JOB TITLE:	Police Chief
SUPERVISION:	Reports to City Administrator
EFFECTIVE DATE:	January 2024
FLSA STATUS:	Exempt
PAY GRADE / RANGE (2019):	Grade 14
HOURS WORKED:	40 hours / week

SUMMARY OF POSITION:

Performs complex advanced protective services and administrative work managing and directing activities of the Police Department including planning, organizing, directing and supervising law enforcement, investigation and crime prevention programs and services of the City, coordinating work with City Administrator and departments, maintaining records, preparing reports, setting policies and goals, and related work. This position maintains a positive relationship with the community and serves as a Public Information Officer.

SUPERVISION RECEIVED:

Works under the general supervision and direction of the City Administrator.

SUPERVISORY FUNCTIONS:

Supervises all department employees, either directly or indirectly through supervisory staff.

EQUIPMENT/JOB LOCATION:

The work locations for this position are primarily the police station and department vehicles and includes any lands, buildings and roadways located within the City of Olivia. Typical equipment is various police technical and tactical equipment as well as a variety of office equipment.

PRIMARY / ESSENTIAL FUNCTIONS OF THE JOB:

- Plans, programs, directs and evaluates departmental operations.
- Evaluates potential projects, programs, and services to determine feasibility and impact on department operations and makes recommendation to the City Council. Maintains department equipment and inventory.
- Researches and prepares information for the City Council and attends meetings.
- Develops annual budget proposal and controls budgeted expenses. Classify department expenditures.
- Formulates and implements department policy, procedures, rules, regulations and programs.
- Prepares and reviews operational and administrative reports. Works with insurance companies, to follow up from accident.
- Supervises maintenance of records and materials associated with department activities and administration. File dispositions on LETG.
- Maintains and operates computer work: maintaining budget, background investigations, report review, data practices requests, developing POST Board reports, scheduling, policy review, state statute or ordinance review, and forfeiture paperwork.

- Performs Public Information Officer duties; prepares news releases and public presentations and addresses the media and maintain social media sites.
- Coordinates activities with other public safety agencies.
- Serves on committees, boards and agencies related to promoting crime prevention and improving public safety.
- Supervises, trains, mentors, evaluates performance, schedules, assigns work, and disciplines department employees. Complete background checks for all city employees.
- Plans and implements employee selection process.
- Receives and determines eligibility for golf cart and ATV permits.
- Oversees staff training programs to ensure proper training and certification of personnel.
- Responds to concerns, issues, complaints and questions from the public and employees; mediates disputes and resolves issues. Complete data requests when required.
- Establishes and maintains effective community relations including public speaking and coordination with school officials, civic and business groups, and residents. Maintain supplies.
- Manages major crime scenes and police activities and supervises internal police investigations. Supply copies of reports for citizens when requested accident reports.
- Provides follow up on city ordinance violations that are contested.
- Prepares and reviews crime and accident reports and activity and analyzes data to identify trends and issues. Updates arrest records and court orders. Files restraining orders.
- Testifies in court.
- Performs all police officer duties including patrol duties. Assists officers, as needed. Receives calls and advises officers of necessary information.
- Responds to emergency situations as necessary 24/7.
- Maintains professional knowledge and attends training, education and meetings.
- Work with the County Emergency Management department to develop and maintain plans and programs as necessary for the timely and efficient delivery of emergency services to citizens of the City, consistent with statutory requirements, resulting from natural or man-made emergencies or disasters.
- Coordinate resources and equipment needed for community to assist in responding to an emergency.
- Maintain, promote and monitor public alerting system within the City to ensure operation at all times. (e.g. local sirens, Code Red, etc.)
- Partake in training and exercises with partner groups and agencies to enhance preparedness and test plans.
- Assist City departments with implementation of emergency, disaster and recovery plans and procedures specific to each department.
- Performs related duties as assigned or apparent.

REQUIRED SKILLS / ABILITIES:

- Considerable knowledge of principles, practices, trends and procedures of law enforcement administration and best practices.
- Knowledge of personnel management practices and policies.
- Working knowledge of local, state and federal statutes, laws and ordinances relevant to department operations.
- Knowledge of civil and criminal court proceedings.
- Considerable knowledge of modern law enforcement methods and procedures including rules of evidence, forensic interviewing, investigative techniques, report writing and documentation.

- Considerable knowledge of geography, buildings and road systems in the City of Olivia.
- Ability to exercise sound judgment in evaluating situations and in making decisions.
- Ability to use computers and relevant software.
- Ability to maintain effective public relations and deal with hostile, emotional or aggressive persons.
- Considerable ability to communicate effectively with others and maintain strict confidentiality.
- Considerable ability to work independently.
- Ability to prepare accurate and thorough reports, enter data and use computer word processing programs.
- Effective communication skills, both oral and written.
- Ability to work extended hours as necessary and subject to call-out 24/7.
- Skill in use of law enforcement equipment and vehicles.
- Considerable ability to deal courteously with the public, de-escalate situations and represent the city in a positive and professional manner.
- Considerable analytical ability is needed to select, evaluate and interpret data from a variety of sources.
- Ability to maintain effective working relationships with a wide variety of internal and external contacts to achieve organizational objectives in matters requiring cooperation, explanation and persuasion.

PHYSICAL DEMANDS:

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this position.

- Ability to see, hear and remember people, evidence, facts, and circumstances at all times of the day and night requiring both color and night vision.
- Ability to stand or walk for long periods of time.
- Ability to bend, crouch, stoop, stretch or crawl periodically as needed.
- Ability to chase and subdue suspects or law violators as needed.
- Ability to work flexible hours, be on call and respond to calls during non-work hours.
- Ability to lift and carry or drag evidence or people from floor to waist weighing up to 100 pounds.
- Ability to work with or around irritants, fumes, infectious disease and hazardous chemicals at an accident or fire scene involving vehicles or chemical plants.
- Ability to pull, push, twist and turn as needed in apprehending suspects or assisting at an accident scene.
- Ability to tolerate exposure to hot, cold or wet weather and exposure to hostile, aggressive or assaultive behavior by members of the public.

MINIMUM QUALIFICATIONS:

- Associate degree in law enforcement, criminal justice or related field. Bachelor's degree preferred but not required.
- Minimum of five years police experience, of which at least two years is experience as a police supervisor or other police administrative experience.
- First Responder Certification
- Class D Minnesota driver's license
- POST License, CPR First Aid, UOF, Firearms, and Taser training needed upon hire.

NON-DISCRIMINATION STATEMENT

The City of Olivia will not discriminate against any employee or applicant for employment because of any legally protected class or status.

(The examples given above are intended only as illustrations of various types of work performed and are not necessarily all-inclusive. This position description is subject to change as the needs of the employer and requirements of the position change.)

**CITY OF OLIVIA
ADMINISTRATIVE ASSISTANT
JOB DESCRIPTION**

JOB TITLE:	Administrative Assistant
SUPERVISION:	Reports to City Administrator
EFFECTIVE DATE:	January 2024
FLSA STATUS:	Non-Exempt
PAY GRADE:	Grade 7
HOURS WORKED:	40 hours / week

SUMMARY OF POSITION:

This position provides customer service at the front counter to serve as the initial City contact, as well as through answering and directing phone calls and emails. This position works to resolve basic questions and complaints for all departments; and provides support for all staff members through broad and varied administrative, secretarial, and clerical duties of a confidential nature. This position also maintains and manages the City’s digital communications including its website and digital sign. Additionally, this position serves as the primary backup to the Utility Accounts Manager position in their absence.

SUPERVISION RECEIVED:

Works under the general supervision and direction of the City Administrator.

SUPERVISORY FUNCTIONS:

No direct supervision of others.

EQUIPMENT/JOB LOCATION:

The primary work location for this position is Olivia City Hall. Typical equipment used includes items customary with an office environment: computer, telephone, fax machine, printer, copier, adding machine, file cabinets, digital document scanner, handheld utility meter reader, etc.

PRIMARY / ESSENTIAL FUNCTIONS OF THE JOB:

- Assists customers at the front counter; supplies information or directs them to the proper person for assistance during normal business hours of 8:00 a.m. to 4:30 p.m.
- Answers phones, routes calls, takes messages, and answers basic questions for all departments.
- Receives and processes credit card, check, and cash payments and prepares daily deposit.
- Processes incoming and outgoing mail, ensures proper postage and takes mail to the post office as needed.
- Provides clerical support for office staff functions including filing, scheduling, assisting with production of documents, data entry, scanning, preparing mailers, etc.
- Maintains and provides required postings for public meetings and elections at City Hall and on the City’s website and other digital communication avenues.

- Assists Utility Accounts Manager with accounts receivable including past due notices, door hangers, and disconnects.
- Maintains filing system for utility accounts.
- Assists with basic adjustments to utility accounts including updating contact information, reversing penalties/payments, documenting payment plans, etc.
- Assists with insufficient fund checks including correspondence, system adjustments and documentation.
- Assists customers with and process basic permit/license applications (building/land use permits, sign permits, ATV/golf permits, peddlers/solicitors' permits, dog/cat licenses, parking permits, etc.)
- Assists Finance Director with creating and sending annual, quarterly, and other basic invoices, checking for unpaid invoices and resending with applicable finance charges.
- Assists Finance Director with Liquor Store receivables and journal entries.
- Draft and send nuisance letters and supporting documents for the Police Department. File, track and process payments for police department citations.
- Assists with preparing meeting packets and ordering/pick up of meals for city boards and commissions. May occasionally attend meetings for minute taking.
- Makes room reservations for meetings, conferences, and city parks.
- Assists with special projects such as creating educational and promotional flyers, digital document conversion efforts, etc.
- Assists the Police Department with documenting, filing, tracking and processing payments for nuisance notices and local citations.
- Prepares notices of special events, schedules and coordinates days, times and locations.
- Assists with Cable access channel updates.
- Maintains the phone system and security fob databases and associated computer settings.
- Maintains the digital message board adjacent to City Hall.
- Serves as digital document system administrator. Sets up document views and new file types for scanning.
- Assists with facilitating regular and special elections.
- Maintains and updates the City's website and social media pages.
- Provides notary service
- Serves as backup to Utility Accounts Manager for all tasks related to customer accounts and billing.
- Main point of contact for ordering office supplies and setting up work clothing orders.
- Work with the County Emergency Management department to develop and maintain plans and programs as necessary for the timely and efficient delivery of emergency services to citizens of the City, consistent with statutory requirements, resulting from natural or man-made emergencies or disasters.
- Coordinate resources and equipment needed for community to assist in responding to an emergency.
- Partake in training and exercises with partner groups and agencies to enhance preparedness and test plans.
- Assist City departments with implementation of emergency, disaster and recovery plans and procedures specific to each department.
- Collect and submit data as instructed by the County after an emergency regarding financial effects, employee hours, use of equipment, etc.
- Performs related duties as assigned or apparent.

REQUIRED SKILLS / ABILITIES:

- Knowledge of principles, practices, trends and procedures of modern office administration and best practices.
- Skill in typing with speed and accuracy.
- Skill in 10-key calculator operation with speed and accuracy.
- Working ability to prepare routine correspondence.
- Considerable ability to perform mathematical calculations with accuracy.
- Working knowledge of basic bookkeeping and recordkeeping.
- Knowledge of maintaining accounts payable and receivable records.
- Ability to multi-task and accomplish assigned duties in a timely manner.
- Considerable ability to deal courteously with the public and de-escalate situations with the occasional upset customer; and represent the city in a positive and professional manner.
- Ability to assist in maintaining a positive and motivated office work environment.
- Ability to be friendly, professional, polite and helpful in dealing with customers and employees.
- Must have excellent written and verbal communication skills.
- Ability to maintain effective working relationships with a wide variety of internal and external contacts to achieve organizational objectives in matters requiring cooperation, explanation and persuasion.
- Ability to apply a variety of procedures, policies and/or precedents and moderate analytical ability in adapting standard methods to fit facts and conditions, using generally prescribed procedures.
- Ability to learn and become proficient working with new software and technology systems.

PHYSICAL DEMANDS:

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this position.

- Must be able to frequently sit, stand, and walk; talk and hear; use hands and fingers, handle or feel objects, tools or controls; reach with hands and arms in an office environment.
- Ability to use large motor skills which include standing, walking, opening doors and cabinets.
- Considerable ability to use fine motor skills to manipulate objects requiring manual dexterity.
- Physical strength to lift / carry / move moderately heavy record boxes and supplies related to City Hall operations and record keeping.
- Ability to bend, twist and stretch in an office environment.
- Ability to perform repetitive physical activities such as computer data entry and 10-key calculations.
- Ability to interact with a computer (monitor, keyboard and other input and output devices) for extended periods of time.
- Specific vision abilities required include close vision, distance vision, peripheral vision and the ability to focus as it relates to tasks such as reading, processing paperwork, computer work, interaction with the public at the front counter and in an office setting.
- Requires regular exposure to indoor office conditions.

MINIMUM QUALIFICATIONS:

- High School diploma or GED certificate
- Two or more years of experience in a similar administrative assistant / receptionist position.
- Proficiency with using computer hardware and applicable software (MS Office Suite, fund accounting system software, etc.)
- Must pass criminal and civil background investigations.

- MN Driver's license.

PREFERRED QUALIFICATIONS:

- Associate's Degree or similar formal training / education in office administration or related field
- Previous experience in serving in the public sector

NON-DISCRIMINATION STATEMENT

The City of Olivia will not discriminate against any employee or applicant for employment because of any legally protected class or status.

(The examples given above are intended only as illustrations of various types of work performed and are not necessarily all-inclusive. This position description is subject to change as the needs of the employer and requirements of the position change.)

Parcel No.	Owner Name	Additional Name	Address	Property Address	City	State	Zip Code	Legal	Water Main Unit (L.F.)	Water Main Assess.	1" Water Service Unit (Each)	4" Water Service Unit (Each)	1" Water Service Assess.	4" Water Service Assess.	Total Assessment
35-05400-00	Wayne Vogt		8341 123rd Ave SE	1930 Lincoln Ave	Lake Lillian	MN	56253	RAINBOW PARK LOT 1 BLK 1 -EX HWY EASEMENT-	290.00	\$9,860.00	1.0	0.0	\$3,750.00	\$0.00	\$13,610.00
35-05410-00	J & R Electric, Inc.		79084 140th St	1830 Lincoln Ave	Sacred Heart	MN	56285	RAINBOW PARK LOT 1 BLK 2	302.00	\$10,268.00	1.0	0.0	\$3,745.00	\$0.00	\$14,013.00
35-00127-00	City of Olivia		1009 W Lincoln Ave		Olivia	MN	56277	SEC 12 TWP 115N RGE 35W E 422.76' N OF SW4 N OF HWY 212 & S OF CO DITCH #63 -EX 208' OF S 275'(IRREG) OF E 422.76' -RAINBOW PARK-	0.00	\$0.00	0.0	0.0	\$0.00	\$0.00	\$0.00
35-00126-00	Neil & Jessica Balderston		207 3rd St S	1750 Lincoln Ave	Olivia	MN	56277	SEC 12 TWP 115N RGE 35W E 208' OF S 275' (IRREG) OF E 422.76' N OF HWY 212 & S OF COUNTY DITCH #63	210.00	\$7,140.00	1.0	0.0	\$3,745.00	\$0.00	\$10,885.00
35-04324-00	Leslie Stelter		1730 Lincoln Ave W		Olivia	MN	56277	SUNSET ACRES LOT 1 & W 80' OF LOT 2	160.00	\$5,440.00	1.0	0.0	\$3,745.00	\$0.00	\$9,185.00
35-04325-00	Michael Berge		85531 340th St	1650 Lincoln Ave	Olivia	MN	56227	SUNSET ACRES E 100' OF W 380' OF LOT 16 & LOT 2 -EX W 80'- & LOT 3 -EX S 25'- & LOT 4 & LAND LYING ADJ IN LOT 16 TO LOTS 1, 2 3 & 4	220.00	\$7,480.00	1.0	0.0	\$3,745.00	\$0.00	\$11,225.00
35-04326-00	Adult Client Training Service, Inc.		802 Fairview Ave E	1640 Lincoln Ave	Olivia	MN	56227	SUNSET ACRES W 90' OF LOT 5 -EX N 60' OF E 50' OF W 90' -& LAND LYING ADJACENT IN LOT 16	90.00	\$3,060.00	1.0	0.0	\$3,745.00	\$0.00	\$6,805.00
35-04330-00	Jeffrey & Cynthia Vosika		602 Cedar Ave E	1630 Lincoln Ave	Olivia	MN	56277	SUNSET ACRES LOT 6 & E 10' OF LOT 5 & PLOT 50' X 60' IN SUBD LOT 5 & LOT 16 ADJ TO ABOVE DES PROP	110.00	\$3,740.00	0.0	1.0	\$0.00	\$5,900.00	\$9,640.00
35-04372-00	Jeffrey & Cynthia Vosika		602 Cedar Ave E	1604 Lincoln Ave	Olivia	MN	56277	SUNSET ACRES LOT 7 -EX E 10' OF S 200'- & W 53' OF LOT 8 -EX S 200'- & W 173' OF E 420' OF LOT 16	110.00	\$3,740.00	1.0	0.0	\$3,745.00	\$0.00	\$7,485.00
35-04370-00	Perry Jahnke		304 Ash Ave	1522 Lincoln Ave	Olivia	MN	56277	SUNSET ACRES E 10' OF S 200' OF LOT 7 & W 53' OF S 200' OF LOT 8	63.00	\$2,142.00	1.0	0.0	\$3,745.00	\$0.00	\$5,887.00
35-04370-00	Lyle & Carol Jahnke		1305 Birch Ave W	1522 Lincoln Ave	Olivia	MN	56277	SUNSET ACRES E 10' OF S 200' OF LOT 7 & W 53' OF S 200' OF LOT 8	0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00
35-04335-00	His Land Company LLC		11999 62nd St NE	1520 Lincoln Ave	Spicer	MN	56288	SUNSET ACRES W 232' OF E 247' OF S 250' OF LOT 8	232.00	\$7,888.00	1.0	0.0	\$3,745.00	\$0.00	\$11,633.00
35-04346-00	DuWayne & Janet Haney		1500 Lincoln Ave W		Olivia	MN	56277	SUNSET ACRES E 15' OF S 185' OF LOT 8 & W 50' OF S 185' OF LOT 9	65.00	\$2,210.00	0.0	0.0	\$0.00	\$0.00	\$2,210.00
35-04352-00	DuWayne & Janet Haney		1500 Lincoln Ave W	1512 Lincoln Ave	Olivia	MN	56277	SUNSET ACRES S 185' OF E 60' OF L 9 & S 185' OF W 30' OF L 10	90.00	\$3,060.00	1.0	0.0	\$3,745.00	\$0.00	\$6,805.00
35-04347-00	Janet Haney		1500 Lincoln Ave W		Olivia	MN	56277	SUNSET ACRES E 20' OF S 332' OF LOT 10, S 332' OF LOT 11, & W 57.35' OF S 329.5' OF LOT 12	0.00	\$0.00	0.0	0.0	\$0.00	\$0.00	\$0.00
		TOTALS							1,942.00	\$66,028.00	10.00	1.00	\$37,455.00	\$5,900.00	\$109,383.00

Defer assessment until connection is made to water service line.

RESOLUTION NO. 2023-122
RESOLUTION ADOPTING ASSESSMENT

WHEREAS, pursuant to proper notice duly given as required by law, the council has met and heard and passed upon all objections to the proposed assessment for the **2022 Hwy 212 Water Main Improvement Project**, in the north right-of-way of US TH 212 (Lincoln Avenue) from 200 feet east of County Ditch 63 (East Fork Beaver Creek) east to the area of Haney's Construction (15th Street S).

Improvements include but are not limited to construction of water main, water services, driveway and turf restoration, and miscellaneous items required to complete the improvements, **and has amended such proposed assessment as it deems just.**

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF OLIVIA, MINNESOTA:

1. Such proposed assessment, **as amended**, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the improvement in the amount of the assessment levied against it.
2. Such assessment shall be payable in equal annual installments, including principal and interest, extending over a period of 20 years, the first of the installments to be payable on or before the first Monday in January 2024, and will bear interest at a rate of 5.15 percent per annum from November 29, 2024. To the first installment shall be added interest on the entire assessment from November 29, 2024, until December 31, 2025. To each subsequent installment when due shall be added interest for one year on all unpaid installments.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the Renville County Auditor-Treasurer, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City of Olivia except that no interest shall be charged if the entire assessment is paid by November 29, 2024, and he may, at any time thereafter, pay to the City, the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year.
4. The City Administrator shall forthwith transmit a certified duplicate of this assessment to the Renville County Auditor-Treasurer to be extended on the property tax lists of the county. Such assessment shall be collected and paid over in the same manner as other municipal taxes.

Adoption by the City Council of the City of Olivia this 18th day of December, 2023

Jon Hawkinson, Mayor

ATTEST:

Jasmine Miller, City Clerk

Ordinance 2024-01
Appendix A
2024 FEE SCHEDULE HANDOUT

Amount

Administrative Fees:

Assessment Search	\$15.00
Expedited Search with 24-hour turn-around	\$20.00
Bad Check Fees	\$30.00
Copies	
8 1/2 x 11	\$0.25
8 1/2 x 14	\$0.35
11 x 17 & Two Sided	\$0.50
Council Filing Fee	\$2.00
Fax Receiving and Sending per Page	\$2.00
Notary Service Other Than City	\$2.00
Finance Charge on Miscellaneous Billing Statements (Chapter 35.04)	
Terms 30 days subject to monthly	1.50%
(annual rate of 18%), or \$0.50 minimum charge	
RC Auditor Charge to Certify Each Unpaid Refuse Account or Unpaid Invoice per parcel for inclusion on the Tax Rolls	\$5.00
RC Auditor Charge to Certify Each Delinquent Utility Account per parcel for inclusion on the Tax Rolls	\$5.00

Utilities: Water, Storm, Sewer, Electric, Garbage/Refuse, Public Works

Water hookup of a new water service (Chapter 50.01-50.05)	
Materials Include: corp stop, curb stop and curb stop box, pipe from main to curb stop, fittings, and tapping saddle	
1 inch (\$1,000 approximate cost as of 12-12-23)	Actual Cost
Note: If not previously stubbed into lot (does not include excavation)	
Mobile Home Meters	
3/4 inch (\$365 includes tax approximate cost as of 12-12-23)	Actual Cost
2nd Water Meter - for outside water purposes (installation not included)	
3/4 inch (\$365 includes tax approximate cost as of 12-12-23)	Actual Cost
Bulk Water	\$9.00/1000gallons
Sales Tax	7.38%
Electric Tampering Fee	\$250.00 minimum, up to actual cost
Manual Meter Reading Fee	\$50 per month
Temporary Electrical Service Fee	\$150.00 minimum, up to actual cost
Water Reconnect and Disconnect Fees	
Due to Non-Payment, 8AM-3PM	\$100.00 per service
Due to Non-Payment, After 3PM or during non-business hours	\$150.00 per service
At Owner Request, After 3PM or during non-business hours	\$100.00 per service
Electric ReConnect and Disconnection Fees	
Due to Non-Payment, 8AM-3PM	\$100.00 per service
Due to Non-Payment, After 3PM or during non-business hours	\$150.00 per service
At Owner Request, After 3PM or during non-business hours	\$150.00 per service

Ordinance 2024-01

Appendix A

Brush Pick Up (Chapter 53.03C)

Special Pick Up per Truck Load	\$165.00
Small Branch Pick Up on Last Friday of the month (May through October)	Free

Utility Rates:

Storm Water Drainage Utility (Chapter 51.02) Fund Fees/Rates & Charges (Effective 1/1/2024)

Class 1	\$16.45
Class 2	\$36.95
Class 3	\$70.85
Class 4	\$104.75
Class 5	\$1.65 per acre

Sewer Service Charges AKA Wastewater Treatment

Base Charge (includes \$4.00 for Reserve Account Fund)	\$21.63 monthly
100 Cubic Feet of Water Usage	\$5.46 per unit

Water Rates (Chapter 54.03)

Base Charge (includes \$4.00 for Reserve Account Fund)	\$22.42 monthly
100 Cubic Feet	\$5.35 per unit

Electrical Energy Rates (Chapter 52.02)

Residential Monthly Base	\$16.75
Energy Rate per kWh	\$0.11
Commercial Monthly Base	\$22.79
Energy Rate per kWh	\$0.12
Small Power Monthly Base	\$48.23
Energy Rate per kWh	\$0.12
Large Power Monthly Base	\$58.83
Church Large Power Monthly Base	\$45.50
Demand Rate per kW	\$12.72
Church Demand Rate per kW	\$9.00
Energy Rate per kWh	\$0.08
Interdepartmental Demand Rate per kW	\$7.42
Interdepartmental Rate per kWh	\$0.08

Garbage and Refuse / Refuse Collection (Chapter 53.01)

Rates Established by Service Provider Under Contract - West Central Sanitation

35-gallon cart, serviced once per month	\$7.50
35-gallon cart, serviced every other week	\$9.90
35-gallon cart, serviced weekly	\$11.90
65-gallon cart, serviced weekly	\$14.60
95-gallon cart, serviced weekly	\$17.20
Colored bags: 16-gallon, serviced weekly	\$1.35 each
Colored bags: 40-gallon, serviced weekly	\$1.69 each
Monthly base rate for bag service	\$4.00
Apartments billed to tenant, using dumpster: Two or More Monthly	\$6.50

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Appendix A

Apartments billed to tenant, using dumpster: Singles monthly \$10.45
Prices do not include the 9.75% residential tax

DER Interconnection

Interconnection Application Fees

Pre-Application Report Request	\$300.00
Simplified Interconnection Application	\$100.00
Fast Track Interconnection Application - Certified System	\$100.00+\$1.00/kW
Fast Track Interconnection Application - Non-Certified System	\$200.00+\$2.00/kW
Study Interconnection Application	1000+\$2/kW down payment + any study costs exceeding down payment

Standby Charge (for facilities greater than 40kW)

\$10.70 *50% of the peak kW demand during summer months (June, July, August or September usage) in the most recent 12-month period. This fee will be applied instead of the demand charge for any month which the Standby Charge is higher

Grid Access Charge (In addition to base charge for the appropriate class for facilities under 40kW. Listed charges were calculated using 2021 Cost of Service Study Results

First 40kW (DC Nameplate rating)	No Charge
Residential	\$3.50/mo/kW of DC nameplate rating over 4kW
Commercial	\$3.15/mo/kW of DC nameplate rating over 4kW
Small Power	\$3.09/mo/kW of DC nameplate rating over 4kW
Large Power	\$3.09/mo/kW of DC nameplate rating over 4kW
Supplemental Review Costs / Study Fees	Actual Costs with deposit due before studies are conducted
Transmission System Study/Fees	Actual Costs
Interconnection Costs	Actual Costs
Meter (customer is responsible for all replacements)	Actual Costs
System changes incurred in order to support system	Actual Costs
Construction of Distribution or Transmission Facilities	Actual Costs (Must provide proof of secured finances with Interconnection Agreement as described in section 9.6 of Fast Track Process Overview and 11.5 of Study Process Overview)

Animal Fees and Fines / Police Department Fees

Cat & Dog License (issued for lifetime of animal)	\$25.00
Cat & Dog Impounding:	
Pick Up	\$25.00
Daily Room & Board	\$15.00
Labor Charged per hour per police officer	\$90.00
Parking Violations within City	\$20.00
Security Alarms/Calls (false alarm)	\$40.00

Peddler, Solicitor / Canvasser & Transient Merchant

Application Required (Chapter 111.03 C.) Registration (Chapter 111.07)

Ordinance 2024-01

Appendix A

Annual Fee	\$25.00
Plus, daily operaton fee	\$1.00

Recreational & All-Terrain Vehicles

All-Terrain Vehicle & Golf Cart Permits (Chapter 70.021)	\$20.00
Annual Fee to operate / use on City Streets	
Recreational Vehicles (Chapter 70.020)	\$20.00
Not limited to trail bikes, off-highway motorcycles, motorized scooter, go-carts hoovercraft, or any motor vehicles for off-road recreational pruposes	

Right-of-Way (ROW) Management

Permit Fee (Chapter 91.19)	
In ROW and not in street per block or any part	\$25.00
In ROW and in street per block or any part of	\$50.00
Right-of-Way Vacation (Chapter 91.30)	
Street Vacation Request application fee	\$125.00
Plus, related expenses incurred for Attorney & Engineering Services	Actual Cost
Plus, fee to record Resolution	\$50.00
Surface Repair Rates if City Restoration Requires Asphalt/Concrete	Actual Cost
Curb & Gutter - Replacement cost of labor, materials, equipment and any other related cost will be certified against the property	Actual Cost
Pole Attachment Fees	\$4 per pole per month billed quarterly
Application Fee	\$50.00
Water Tower Attachment Fees	\$1200 per year billed quarterly
Application Fee	\$50.00

Ordinance 2024-01
Appendix B
2024 FEE SCHEDULE - LAND USE, BUILDING PERMITS & ZONING

Title XV - Land Usage (Building Code, Plumbing Code, Subdivision and Zoning)

Land Use Permit Fees	\$45.00
Zoning Checks and/or inspections	\$45.00
Zoning Letter Requests for Certification, Classification, etc.	\$45.00

Fixed Fees for Residential Only

Basic and Customary Repairs / Replacements: Roofs, Siding and SAME SIZE Windows and Doors	\$60.00
Moving - Accessory Buildings under 200 sq ft (from one location to another within the City)	\$60.00

Building Permit Fee Schedule (Pursuant to 1997 UBC - Council approved 2011)

Fees are based upon the total valuation or cost of improvement/project. According to the
 **Approved on January 21, 2014; No building permit fee refund providing adequate notice is given to applicants so they are informed of the policy at the time of application.

\$1 to \$1,200	\$60.00	
\$1,201 to \$2,000	\$69.25	
\$2,001 to \$25,000	\$69.25 for the 1 st \$2,000.00 + \$14.00 for each	
\$25,001 to \$50,000	\$391.25 for the 1 st \$25,000.00 + \$10.10 for each additional \$1,000.00 to and including \$50,000.00	
\$50,001 to \$100,000	\$643.75 for the 1 st \$50,000.00 plus \$7.00 for each additional \$1,000.00 to and including \$100,000.00	
\$100,001 to \$500,000	\$993.75 for the 1 st \$100,000.00 + \$5.60 for each additional \$1,000.00	
\$500,001 to \$1,000,000	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00 or fraction thereof to and including \$1,000,000.00	
\$1,000,001 and up	\$5,608.75 for the first \$1,000,000 plus \$3.15 for each additional \$1,000.00 or fraction thereof	

Note: If the valuation is greater than \$1,000,000, the surcharge is \$500.00 plus two-fifths mill (0.0004) to the value between \$1,000,000 and \$2,000,000

Building Official calculates valuations of \$500,000.00 or greater

Building Relocation / Moving Permit for Principle and Accessory Structures over 200 \$250.00 + travel time

Commercial & Residential Projects Requiring a Plan Review 65%
 When a plan review is required, an additional 65% of the basic permit fee

New Residential Dwellings, New & Other Commercial Projects 80% / 20%

Ordinance 2024-01

Appendix B

Inspection & Plan Review Services will be calculated on a split: 80%

Compensation for Additional Work \$65.00 per hour

The Building Official may require additional inspections for additions,

Demolition Application

Require Building Official (asbestos) Inspection & Water/Wastewater Inspection \$250.00

Manufactured Homes / Trailers / Moduler Homes Moving into the City

Minimum two inspections required \$250.00

Work Commencing Before Permit Issuance:

If work for which a permit is required by the code has been commenced without first obtaining a permit, a special investigation shall be made before a permit may be issued for the work. An investigation fee established by the municipality shall be collected and is in addition to the required permit fees, but it may not exceed the permit fee.

Special Investigation Fee

Shall be equal to permit fee

Subdivision Regulations (Chapter 151.008)

Annexation application fee \$125.00

Developer Agreement Documents - recording fee \$50.00

Minor & Major Subdivisions - Preliminary & Final Plat Applications \$125.00 each

Planned Unit Development Application Fee \$125.00

Amendments or Changes of Zoning Ordinance \$125.00

Appeals to the Decision of the Zoning Admin or Zoning code \$125.00

Special Use Application: Conditional Use Permit, Rezone, Variance, Street Vacation \$125.00

Expenses incurred for Attory and Engineer Services Actual Cost

Recording Fee \$50.00

Research fees performed by Zoning Administrator \$35.00 per hour

Publishing 2 weeks of legal notices Actual Cost

Metal Detector - Rental

Security Deposit : Only Citizens of the City of Olivia may sign out he Building \$20.00

Offical's locator/metal detector for up to 72 hours to use to locate property pins. In event, the locator/metal detector is not returend within 72 hours, the security deposit will be forfeited; and should it return damaged, the borrower will be invoiced for the cost of repair or replacement of the unit.

Ordinance 2024-01

Appendix C

Public Works Equipment

All equipment will be operated by or used in the presence of City of Olivia employees. One Hour minimum applies, this schedule includes one man labor charge unless noted otherwise

Aerial Lift	\$175.00
Backhoe	\$175.00
Vac Trailer	\$200.00
Brush Pick Up (per City truck load)	\$165.00
Air Compressor (no man, minimum)	\$45.00
After 1 hour	\$18.00/additional hour
Rental per day	\$110.00
Digger Derrick	\$175.00
Grader / Loader / Sweeper Rental for MnDOT or Renville County	\$180.00
Man / Labor Charged per Hour (each - one man already included unless noted)	\$90.00
Small Tractor (minimum one hour)	\$130.00 per hour
Mower	\$130.00
Roller / Packer	\$130.00
Salt & Sand Mixture (\$40 per ton)	Actual Cost
Skid Loader	\$150.00 per hour
Sweeper	\$200.00 per hour
Thawing Machine / Waterline Defroster	\$100.00
Tractor (John Deere)	\$125.00
Trencher	\$6.00/linear foot+labor
Cooperative Trench Share	\$4.50/linear foot
Truck	\$125.00 per hour
Vibrating Plow	\$3.00 linear foot + labor

Parks and Recreation

Athletic Field Annual Rent	\$1,200.00
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Fire and Rescue Calls

Fire Calls - service for 1st hour (minimum)	\$500.00
Plus, per engine used at scene	\$150.00
Plus, foam	\$30.00 per gallon used
Fire Fighter labor	(# of responding members) x (hours of service) x (standard hourly labor rate)
Rescue Squad Call (minimum charge)	\$500.00
Service run when not needed or turned back	No Charge
Fire Alarm (first 2 false alarms free, 3rd call determined by Fire Chief)	\$100.00

Technical Rescue Team Calls (SMART)

Calls for service (initial response of vehicles and equipment)	\$500.00
Rescue Personnel Labor	(# of responding members) x (hours of service) x (standard hourly labor rate)
Charge for NON-Tech Rescue Equipment (hurst tools, airbags, cutting torch, stabilization struts, etc.)	\$125.00 each
Service run when not needed or turned back	No Charge

Ordinance 2024-01
Appendix C

Police Department

Impound Vehicle Storage Fees	\$200.00 per day
Labor Charged Per Hour per Police Officer	\$90.00
Security Alarms/Calls (false alarms)	\$40.00
Vicious Animals / Appeals Hearing - Potentially Dangerous Dog	\$250.00

**CITY OF OLIVIA, MINNESOTA
RESOLUTION 2023-123**

A RESOLUTION ADOPTING THE 2024 PROPERTY TAX LEVY

Be It Resolved, by the City Council of the City of Olivia, County of Renville, Minnesota that having held the required public hearings related to the proposed 2024 City property tax levy, the following sums of money be levied for the current year collectible upon the taxable property in said City of Olivia for the following purposes:

General Fund:	\$ 1,176,071
Library:	\$ 129,000
Fire:	\$ 100,000
Debt Service:	\$ 114,000
Capital	\$ 157,500
Olivia EDA	\$ 50,000

Be It Further Resolved, that the finance staff of the City of Olivia is hereby instructed to transmit a certified copy of this resolution to the County Auditor of Renville County, Minnesota.

Adoption by the City Council of the City of Olivia on this 18th day of December, 2023.

Jon Hawkinson, Mayor

ATTEST: _____
Jasmine Miller, City Clerk

City of Olivia Minnesota
Resolution 2023-XXX
Appendix A

100-General Fund

REVENUE

ACCT#	ACCOUNT NAME	BUDGET
<u>Administration</u>		
31320-00-36240	Refunds & Reimb	0
31320-01-32100	Liquor Licenses	5,500
31320-01-32200	Permits/Licenses	2,800
31320-01-34303	Equipment Rental	0
31320-01-34304	Building Rental	0
31320-01-35100	Fines & Penalties	0
31320-01-39101	Sale of Property	<u>0</u>
TOTAL Administration		8,300
<u>Planning and Zoning</u>		
31910-00-35100	Fines & Penalties	0
31910-00-36250	Misc Revenue	0
31910-01-32200	Zoning Considerations	500
31910-01-32300	Bldg/Zoning Permits	45,000
31910-01-36100	Special Assessments	0
31910-01-36240	Refunds & Reimb	0
31910-01-36255	Building Inspector Fees	<u>0</u>
TOTAL Planning and Zoning		45,500
<u>City Promotion</u>		
31940-01-36231	Chamber Contrib & Donations	<u>0</u>
TOTAL City Promotion		0
<u>Police</u>		
32100-00-36220	Fed & State Money Received	0
32100-00-39202	Transfer In from Elec Fund	0
32100-01-33417	PD Forfeiture Monies	0
32100-01-35100	Fines & Penalties	14,000
32100-01-36230	Contributions & Donations	0
32100-01-36240	Refunds & Reimb	1,000
32100-01-36250	Misc Revenue	150
32100-01-39101	Sale of Property	150
32100-01-39102	Driver Awareness Program	0
32100-02-33416	Police State & PERA Aid	45,000
32100-02-33421	Police Training Aid	<u>6,000</u>
TOTAL Police		66,300
<u>Dog Pound Dept.</u>		
32102-01-36230	Contrib & Donations	<u>0</u>
TOTAL Dog Pound Dept.		0

BUDGET LISTING

AS OF: JANUARY 31ST, 2024

100-General Fund

REVENUE

ACCT#	ACCOUNT NAME	BUDGET
<u>Code Enforcement</u>		
32103-00-31010	Current Taxes	0
32103-00-31020	Delinquent Taxes	0
32103-00-33425	State Grants	0
32103-00-33426	Federal Grants	0
32103-00-36100	Special Assessments	0
32103-00-36220	Fed & State Pmt Received	0
32103-00-36250	Misc Revenue	0
32103-00-39101	Sale of Property	0
32103-00-39201	Tran from Other Funds	0
32103-00-39202	Transfer from Electric	<u>0</u>
TOTAL Code Enforcement		0
<u>Civil Defense</u>		
32500-01-36240	Refunds & Reimbursements	<u>0</u>
TOTAL Civil Defense		0
<u>Public Works</u>		
33000-01-34111	Compost Site Fees	0
33000-01-34302	Right-of-Way fees	2,000
33000-01-34303	Equipment Rental	7,500
33000-01-36240	Refunds & Reimbursements	750
33000-01-39101	Sale of Prop & Materials	1,000
33000-01-39201	Tran from Other Funds	0
33000-01-39202	Transfer from Electric Fund	0
33000-01-39203	Transfer from LT CIP	<u>0</u>
TOTAL Public Works		11,250
<u>Parks</u>		
35000-00-39201	Tran from Other Funds	0
35000-01-34303	Park Rentals	5,000
35000-01-36240	Refunds & Reimbursements	0
35000-01-39101	Sale of Prop & Materials	0
35000-01-39202	Tran from Elec Fund	0
35000-01-39203	Tran from LT CIP Fund	<u>0</u>
TOTAL Parks		5,000
<u>PVTrail</u>		
35001-00-36230	Contrib & Donations	<u>0</u>
TOTAL PVTrail		0

BUDGET LISTING

AS OF: JANUARY 31ST, 2024

100-General Fund

REVENUE

ACCT#	ACCOUNT NAME	BUDGET
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Fairview Pond

35002-00-36230	Contrib & Donations	0
35002-00-39201	Tran from Other Funds	<u>0</u>
TOTAL Fairview Pond		0

Airport

39810-00-36242	Insurance Recovery-Prior Year	0
39810-00-36243	Insurance Recovery-Current Yr	0
39810-01-36240	Refund & Reimb	0
39810-02-33423	Aviation Maint Aid	23,552
39810-02-33424	Airport Const Reimb	0
39810-02-34304	Hangar & Land Rent	21,000
39810-02-34306	Airport Fuel Flowage Fee	300
39810-02-34307	Residential Rental	<u>5,400</u>
TOTAL Airport		50,252

General Revenue

39900-00-31010	Current Taxes	1,176,071
39900-00-31020	Delinquent Taxes	10,000
39900-00-31030	Lodging Tax	0
39900-00-31040	Bond Proceeds	0
39900-00-33401	Local Govt Aid	940,270
39900-00-33402	Homestead Credit	400
39900-00-33425	State Grants	0
39900-00-33426	Federal Grants	0
39900-00-36100	Special Assmts	6,000
39900-00-36210	Interest Earned	6,000
39900-00-36220	Fed & State Pmt Received	0
39900-00-36230	Contrib & Donations	150
39900-00-36231	Chamber Contrib & Donations	0
39900-00-36240	Refunds & Reimb	0
39900-00-36241	Ins Refund, Dividends	15,000
39900-00-36242	Insurance Recovery	0
39900-00-36250	Misc Revenue	1,000
39900-00-36260	Non-Utility Sales/Fees	400
39900-00-36270	Recovery of Bad Debts	0
39900-00-39101	Sale of Property	0
39900-00-39201	Tran from Other Funds	6,000
39900-00-39202	Transfer from Elec Fund	<u>268,660</u>
TOTAL General Revenue		2,429,951

TOTAL REVENUE	2,616,553
	=====

BUDGET LISTING

AS OF: JANUARY 31ST, 2024

100-General Fund

Mayor & Council

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	BUDGET
41100-103	Part Time Salaries	23,000
41100-120	Employee Pension	2,500
41100-150	Workers Comp Ins	100
41100-220	Operating & Maint Supplies	850
41100-304	Legal Service	9,000
41100-310	Dues, Licenses, Fees, Taxes	250
41100-330	Travel & Training	2,000
41100-350	Printing & Publishing	3,000
41100-360	Bonds & Insurance	850
41100-430	Miscellaneous Expense	0
41100-500	Capital Improvement Projects	0
41100-501	Long Term Capital Savings	0
41100-720	Transfer to Other Funds	<u>0</u>
TOTAL Mayor & Council		41,550 =====

BUDGET LISTING

AS OF: JANUARY 31ST, 2024

100-General Fund

Administration

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	BUDGET
41320-101	Salaries (Full Time)	160,101
41320-102	Overtime Salaries	0
41320-103	Part Time Salaries	2,000
41320-104	Admin Temp Sal	0
41320-110	Accumulated Sick Pay	0
41320-111	Severance Pay	0
41320-112	Health Insurance Opt Out	0
41320-120	Employee Pension	24,255
41320-125	Employer Flex/HSA Contrib	0
41320-130	Employee Insurance	38,091
41320-150	Workers Comp Insurance	2,700
41320-200	Office Supplies	4,000
41320-212	Motor Fuel	0
41320-217	Uniforms & Clothing	1,350
41320-220	Operating & Maint Supplies	6,000
41320-240	Small Tools & Minor Equip	0
41320-300	Professional Services	12,000
41320-301	Financial Audit Services	28,000
41320-302	Property Assessment Services	13,500
41320-303	Engineering - Long Term Plan	1,500
41320-304	Legal Services	42,205
41320-306	Health Officer Services	0
41320-310	Dues, Licenses, Fees, Taxes	12,000
41320-311	Credit Card Tran Fees	0
41320-320	Communications	7,500
41320-330	Travel & Training	4,500
41320-350	Printing & Publishing	2,500
41320-360	Bonds & Insurance	2,500
41320-380	Interdepartmental Utilities	12,000
41320-381	Utilities	1,000
41320-400	Repair & Maint Contractual	1,500
41320-405	Maintenance Agreements	43,000
41320-406	Linen Service	0
41320-410	Rentals	900
41320-430	Miscellaneous	0
41320-432	Bad Debt Expense	0
41320-435	Books & Periodicals	250
41320-500	Capital Improvement Projects	0
41320-612	Int on Interfund Loan	0
41320-720	Transfer to Other Funds	40,000
41320-721	Depreciation	<u>0</u>
TOTAL Administration		463,352
		=====

BUDGET LISTING

AS OF: JANUARY 31ST, 2024

100-General Fund

Elections

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	BUDGET
41410-104	Temporary Wages	3,500
41410-120	Employee Pension	50
41410-220	Operating & Maint Supplies	350
41410-300	Professional Services	0
41410-330	Travel & Training	0
41410-350	Printing & Publishing	200
41410-400	Repair & Maintenance	0
41410-405	Maintenance Agreements	380
41410-500	Capital Improvement Projects	0
41410-720	Transfer to Other Funds	<u>0</u>
TOTAL Elections		4,480
		=====

BUDGET LISTING

AS OF: JANUARY 31ST, 2024

100-General Fund
Planning and Zoning
DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	BUDGET
41910-101	Salaries (Full Time)	63,796
41910-102	Overtime Salaries	0
41910-103	Part Time Salaries	0
41910-105	Comp for Cash	0
41910-111	Severance Pay	0
41910-120	Employee Pension	9,665
41910-125	Employer Flex/HSA Contrib	0
41910-130	Employee Insurance	9,984
41910-150	Workers Comp Insurance	700
41910-200	Office Supplies	300
41910-220	Operating & Maint Supplies	100
41910-299	Building Code Prof Services	40,000
41910-300	Professional Services	2,500
41910-303	Engineering	2,500
41910-304	Legal Services	8,000
41910-309	Bldg Inspector Retainer	2,400
41910-310	Dues, Licenses, Fees, Taxes	2,000
41910-320	Communications	100
41910-330	Travel & Training	1,000
41910-350	Printing & Publishing	500
41910-360	Bonds & Insurance	950
41910-400	Repair & Maint	300
41910-405	Maint Agreements	0
41910-430	Miscellaneous	0
41910-435	Books & Periodicals	0
41910-500	Capital Improvement Projects	0
41910-501	Long Term Capital Savings	<u>0</u>
TOTAL Planning and Zoning		144,795
		=====

BUDGET LISTING

AS OF: JANUARY 31ST, 2024

100-General Fund

City Promotion

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	BUDGET
41945-217	Uniforms, Clothing	250
41945-220	Operating & Maint Supplies	250
41945-300	Professional Service	0
41945-310	Dues, Licenses, Fees, Taxes	16,000
41945-342	Advertising	0
41945-350	Printing & Publishing	0
41945-400	Repair & Maint Contractual	0
41945-410	Rentals	0
41945-430	Miscellaneous Expense	0
41945-450	Contribution Expense	0
41945-455	Beautification Fund Expenses	0
41945-500	Capital Improvement Projects	0
41945-720	Transfer to Other Funds	<u>4,500</u>
TOTAL City Promotion		21,000
		=====

BUDGET LISTING

AS OF: JANUARY 31ST, 2024

100-General Fund

Police

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	BUDGET
42100-101	Salaries (Full Time)	419,742
42100-102	Overtime Salaries	25,000
42100-103	Part Time Salaries	85,000
42100-104	Temporary Wages	0
42100-105	Comp for Cash	0
42100-110	Accumulated Sick Pay	0
42100-111	Severence Pay	0
42100-112	Health Insurance Opt Out	0
42100-120	Employee Pension	95,950
42100-125	Employer Flex/HSA Contrib	0
42100-130	Employee Insurance	77,160
42100-140	Unemployment Benefit	0
42100-150	Workers Comp Insurance	35,000
42100-200	Office Supplies	2,500
42100-212	Motor Fuel	12,000
42100-217	Uniforms & Clothing	5,250
42100-218	Protection Equipment	3,250
42100-220	Operating & Maint Supplies	9,500
42100-240	Small Tools & Minor Equip	0
42100-300	Professional Services	10,700
42100-304	Legal Services	60,000
42100-310	Dues, Licenses, Fees, Taxes	12,500
42100-320	Communications	9,250
42100-330	Travel & Training	15,000
42100-350	Printing & Publishing	500
42100-360	Bonds & Insurance	15,000
42100-380	Interdepartmental Utilities	0
42100-381	Utilities	0
42100-400	Repair & Maint Contractual	4,750
42100-405	Maintenance Agreements	0
42100-406	Linen Services	0
42100-410	Rentals/Lease	48,400
42100-435	Books & Periodicals	0
42100-450	Contribution Expense	0
42100-500	Capital Improvement Projects	0
42100-501	Long Term Capital Savings	0
42100-601	Principal Due	0
42100-611	Interest Due	0
42100-721	Depreciation	<u>0</u>
TOTAL Police		946,452
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BUDGET LISTING

AS OF: JANUARY 31ST, 2024

100-General Fund

Civil Defense

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	BUDGET
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42500-101	Salaries (Full Time)	6,000
42500-120	Employee Pension	0
42500-125	Employer Flex/HSA Contrib	0
42500-130	Civil Defense Employee Ins	0
42500-220	Operating & Maint Supplis	2,000
42500-320	Communications	0
42500-330	Travel & Training	1,500
42500-360	Bonds & Insurance	450
42500-400	Repair & Maint Contractual	1,500
42500-500	Capital Improvement Projects	0
42500-501	Long Term Capital Savings	0
42500-720	Transfer to Other Funds	<u>0</u>

TOTAL Civil Defense		<u>11,450</u> =====
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BUDGET LISTING

AS OF: JANUARY 31ST, 2024

100-General Fund

Public Works

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	BUDGET
43000-101	Salaries (Full Time)	128,386
43000-102	Overtime Salaries	7,500
43000-103	Part Time Salaries	0
43000-105	Comp Time for Cash	0
43000-110	Severence Pay	0
43000-120	Employee Pension	19,450
43000-125	Employer Flex/HSA Contrib	0
43000-130	Employee Insurance	31,201
43000-140	Unemployment comp	0
43000-150	Workers Comp Insurance	10,000
43000-200	Office Supplies	1,000
43000-211	Pool Operations	0
43000-212	Motor Fuel	45,000
43000-216	Chemicals	4,000
43000-217	Uniforms & Clothing	1,250
43000-220	Operating & Maint Supplies	90,000
43000-240	Small Tools & Minor Equip	0
43000-300	Professional Services	155,000
43000-303	Engineering Service	15,000
43000-304	Legal Services	100
43000-305	Insect & Pest Control	200
43000-310	Dues, Licenses, Fees, Taxes	1,500
43000-320	Communications	2,600
43000-330	Travel & Training	2,500
43000-350	Printing & Publishing	500
43000-360	Bonds & Insurance	10,500
43000-380	Interdepartmental Utilities	17,000
43000-381	Utilities	6,500
43000-400	Repair & Maint Contractual	25,000
43000-402	Contractor Payments	0
43000-406	Linen Service	0
43000-410	Rentals	0
43000-430	Miscellaneous	0
43000-500	Capital Improvement Projects	0
43000-501	Long Term Capital Savings	0
43000-502	Lease Payments	0
43000-530	Capital Outlay Other than Bldg	0
43000-650	Issuance Costs	0
43000-720	Transfer to Other Funds	0
43000-721	Depreciation Exp	0
43000-810	Refunds & Reimb	<u>0</u>
TOTAL Public Works		574,187
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BUDGET LISTING

AS OF: JANUARY 31ST, 2024

100-General Fund

Parks

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	BUDGET
45000-101	Salaries (Full Time)	128,386
45000-102	Overtime Salaries	7,500
45000-103	Part Time Salaries	27,300
45000-105	Comp Time for Cash	0
45000-120	Employee Pension	19,450
45000-125	Employer Flex/HSA Contrib	0
45000-130	Employee Insurance	31,201
45000-150	Workers Comp Insurance	13,000
45000-200	Office Supplies	500
45000-211	Pool Operation Costs	48,000
45000-212	Motor Fuel	7,000
45000-216	Chemicals	8,000
45000-217	Uniforms & Clothing	1,250
45000-220	Operating & Maint Supplies	20,000
45000-240	Small Tools & Minor Equip	0
45000-300	Professional Services	7,000
45000-304	Legal Service	200
45000-310	Dues, Licenses, Fees, Taxes	1,000
45000-320	Communications	4,880
45000-330	Travel & Training	2,500
45000-350	Printing & Publishing	500
45000-360	Bonds & Insurance	13,000
45000-380	Interdepartmental Utilities	12,500
45000-381	Utilities	0
45000-400	Repair & Maint Contractual	10,000
45000-406	Linen Service	1,000
45000-410	Rentals	250
45000-430	Miscellaneous	0
45000-500	Capital Improvement Projects	0
45000-501	Long Term Capital Savings	0
45000-720	Transfer to Other Funds	0
45000-721	Depreciation Exp	<u>0</u>
TOTAL Parks		364,417
		=====

BUDGET LISTING

AS OF: JANUARY 31ST, 2024

100-General Fund

Airport

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	BUDGET
49810-150	Workers Comp Insurance	0
49810-212	Motor Fuel	0
49810-220	Operating & Maint Supplies	3,500
49810-300	Professional Services	1,000
49810-303	Engineering Service	0
49810-304	Legal Services	500
49810-307	Management	6,520
49810-310	Dues, Licenses, Fees, Taxes	9,000
49810-320	Communications	0
49810-330	Travel & Training	0
49810-350	Printing & Publishing	0
49810-360	Bonds & Insurance	14,500
49810-380	Interdepartmental Utilities	4,000
49810-381	Utilities	850
49810-400	Repair & Maint Contractual	5,000
49810-410	Rentals	0
49810-500	Capital Improvement Projects	0
49810-501	Long Term Capital Savings	0
49810-720	Tran to other Funds	0
49810-721	Depreciation Exp	0
49810-724	Intrafund Loan Repayment	0
49810-810	Refunds & Reimb	0
49810-811	Interfund Loan Repayment	<u>0</u>

TOTAL Airport 44,870
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*** TOTAL EXPENDITURES *** 2,616,553
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REVENUES OVER/(UNDER) EXPENDITURES 0
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*** END OF REPORT ***

BUDGET LISTING

AS OF: JANUARY 31ST, 2024

211-Library Fund

REVENUE

ACCT#	ACCOUNT NAME	BUDGET
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General Revenue

39900-00-31010	Current Taxes	129,000
39900-00-31020	Delinquent Taxes	0
39900-00-33426	Federal Grants	0
39900-00-36210	Interest Earned	50
39900-00-36230	Contrib & Donations	0
39900-00-36240	Refunds & Reimb	0
39900-00-36250	Misc Revenue	200
39900-00-39201	Tran from Other funds	10,000
39900-00-39203	Transfer from LT CIP Fund	0
39900-00-39204	Tran from Liquor Fund	<u>0</u>

TOTAL General Revenue	139,250
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TOTAL REVENUE	139,250
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BUDGET LISTING

AS OF: JANUARY 31ST, 2024

211-Library Fund

Library

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	BUDGET
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45500-103	Part Time Salaries	0
45500-120	Employee Pension	0
45500-200	Office Supplies	200
45500-220	Operating & Maint Supplies	1,000
45500-240	Small Tools & Minor Equipment	0
45500-300	Professional Services	5,000
45500-304	Legal Service	0
45500-310	Dues, Licenses, Fees, Taxes	107,650
45500-320	Communications	2,500
45500-330	Travel & Training	0
45500-350	Printing & Publishing	0
45500-360	Bonds & Insurance	5,000
45500-380	Interdepartmental Utilities	4,400
45500-381	Utilities	4,500
45500-400	Repair & Maint Contractual	5,000
45500-405	Maint Agreements	3,000
45500-410	Rentals	0
45500-500	Capital Improvement Projects	0
45500-720	Transfer to Other Funds	0
45500-721	Depreciation	<u>0</u>

TOTAL Library		138,250
		=====

*** TOTAL EXPENDITURES ***		138,250
		=====

REVENUES OVER/(UNDER) EXPENDITURES		1,000
		=====

*** END OF REPORT ***

BUDGET LISTING

AS OF: JANUARY 31ST, 2024

213-Beautification Fund

REVENUE

ACCT#	ACCOUNT NAME	BUDGET
-------	--------------	--------

Beautification

31940-02-36229	Chamber Beautification Contrib	0
31940-02-39201	Transfer from Other Funds	4,500
31940-02-39202	Tran from Electric Fund	<u>0</u>
TOTAL Beautification		4,500

General Revenue

39900-00-36210	Interest Income	0
39900-00-39201	Trans from Other Funds	<u>0</u>
TOTAL General Revenue		0

TOTAL REVENUE	4,500
	=====

BUDGET LISTING

AS OF: JANUARY 31ST, 2024

213-Beautification Fund

Beautification

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	BUDGET
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45600-220	Supplies	5,000
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45600-300	Professional Services	0
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45600-455	E/W Beautification Grant	0
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45600-720	Transfer to Other Funds	<u>0</u>
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TOTAL	Beautification	5,000
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***	TOTAL EXPENDITURES	*** 5,000
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REVENUES OVER/(UNDER)	EXPENDITURES	(500)
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*** END OF REPORT ***

BUDGET LISTING

AS OF: JANUARY 31ST, 2024

223-Tourism Bureau

REVENUE

ACCT#	ACCOUNT NAME	BUDGET
-------	--------------	--------

General Revenue

39900-00-31030	Lodging Tax	8,000
39900-00-36210	Interest Earned	0
39900-00-36230	Contributions & Donations	0
39900-00-36240	Refunds & Reimb	0
39900-00-39101	Sale of Prop/Materials	0
39900-00-39201	Tran from Other Funds	<u>0</u>

TOTAL General Revenue	8,000
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TOTAL REVENUE	8,000
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BUDGET LISTING

AS OF: JANUARY 31ST, 2024

223-Tourism Bureau

Tourism Bureau

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	BUDGET
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	41950-220 Repair & Maint Supplies	0
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	41950-310 Dues, Fees	0
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	41950-350 Printing & Publications	0
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	41950-610 Incentive Payment	<u>0</u>
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	TOTAL Tourism Bureau	0
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	*** TOTAL EXPENDITURES ***	0
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	REVENUES OVER/(UNDER) EXPENDITURES	8,000
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*** END OF REPORT ***

BUDGET LISTING

AS OF: JANUARY 31ST, 2024

224-Main Street Program

REVENUE

ACCT#	ACCOUNT NAME	BUDGET
-------	--------------	--------

General Revenue

39900-00-33425	State Grants	0
39900-00-33426	Federal Grants	0
39900-00-36210	Interest Earned	200
39900-00-36240	Refunds & Reimb	0
39900-00-39201	Transfer From Other Funds	<u>40,000</u>

TOTAL General Revenue	40,200
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TOTAL REVENUE	40,200
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BUDGET LISTING

AS OF: JANUARY 31ST, 2024

224-Main Street Program

Main Street Program

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	BUDGET
-------	--------------	--------

41950-101	Salaries (Full Time)	21,187
41950-102	Overtime Salaries	0
41950-112	Health Insurance Opt Out	650
41950-120	Employee Pension	3,210
41950-125	Employer Flex/HSA Contrib	0
41950-130	Employee Insurance	151
41950-150	Workers Comp Insurance	150
41950-200	Office Supplies	0
41950-220	Operating & Maint Supplies	200
41950-300	Professional Services	0
41950-304	Legal Services	0
41950-310	Dues, Fees	2,500
41950-320	Communications	480
41950-330	Travel & Training	2,500
41950-342	Advertising	0
41950-350	Printing & Publications	0
41950-380	Interdepartmental Utilities	0
41950-400	Repair and Maintenance	0
41950-405	Maintenance Agreements	0
41950-435	Subscriptions	0
41950-440	Program and Activity Funds	10,000
41950-441	Artist on Mainstreet	<u>0</u>

TOTAL Main Street Program	41,028
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*** TOTAL EXPENDITURES ***	41,028
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REVENUES OVER/(UNDER) EXPENDITURES	(828)
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*** END OF REPORT ***

BUDGET LISTING

AS OF: JANUARY 31ST, 2024

227-Fire Department Fund

REVENUE

ACCT#	ACCOUNT NAME	BUDGET
-------	--------------	--------

General Revenue

32200-00-31010	Current Taxes	83,500
32200-00-36100	Special Assessments	0
32200-00-36210	Interest Earned	0
32200-00-36230	Contributions & Donations	0
32200-00-39101	Sale of Property	0
32200-00-39201	Transfer from Other Funds	0
32200-00-39202	Tran from Elec Fund	0
32200-01-34202	Fire Contracts	23,500
32200-01-34203	Fire & Rescue Calls	7,000
32200-02-33422	Fire Relief Aid	28,000
32200-02-33425	State Grants	7,000
32200-02-33426	Federal Grant Received	0
32200-02-36230	Contributions & Donations	0
32200-02-36240	Refunds & Reimbursements	<u>0</u>
TOTAL General Revenue		149,000

TOTAL REVENUE		149,000
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BUDGET LISTING

AS OF: JANUARY 31ST, 2024

227-Fire Department Fund

General Revenue

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	BUDGET
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42200-102	Overtime Salaries	0
42200-103	Part Time Salaries	43,000
42200-120	Employee Pension	3,200
42200-124	Relief Association	28,000
42200-125	City Portion Relief Associatio	0
42200-150	Workers Comp Insurance	6,500
42200-200	Office Supplies	400
42200-212	Motor Fuel	2,000
42200-217	Uniforms & Clothing	2,500
42200-220	Operating & Maint Supplies	13,000
42200-240	Small Tools & Minor Equip	0
42200-300	Professional Services	6,000
42200-301	Financial Audit Service	4,000
42200-304	Legal Service	0
42200-310	Dues, Licenses, Fees, Taxes	500
42200-320	Communications	1,000
42200-330	Travel & Training	5,500
42200-350	Printing & Publishing	250
42200-360	Bonds & Insurance	4,000
42200-380	Interdepartmental Utilities	4,000
42200-381	Utilities	0
42200-400	Repair & Maint	8,000
42200-402	Rescue Team Expenditures	0
42200-405	Maintenance Agreements	6,000
42200-500	Capital Improvement Projects	0
42200-501	Long Term Capital Savings	0
42200-720	Transfer Out	0
42200-721	Depreciation	<u>0</u>

TOTAL General Revenue	137,850
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*** TOTAL EXPENDITURES ***	137,850
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REVENUES OVER/(UNDER) EXPENDITURES	11,150
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*** END OF REPORT ***

BUDGET LISTING

AS OF: JANUARY 31ST, 2024

228-Local Access TV Fund

REVENUE

ACCT#	ACCOUNT NAME	BUDGET
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Local Access

39840-00-33426	Federal Grants	0
39840-00-34305	Pole Rental	4,000
39840-00-36210	Interest Earned	0
39840-00-36240	Refunds & Reimb	0
39840-00-39201	Transfer from Other Funds	0
39840-01-31810	Franchise Fees	18,000
39840-02-36230	Contrib & Donations	<u>0</u>

TOTAL Local Access	22,000
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TOTAL REVENUE	22,000
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BUDGET LISTING

AS OF: JANUARY 31ST, 2024

228-Local Access TV Fund

Local Access

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	BUDGET
-------	--------------	--------

49844-102	Overtime Salaries	0
49844-103	Part Time Salaries	0
49844-120	Employee Pension	0
49844-150	Workers Comp Insurance	0
49844-200	Office Supplies	0
49844-220	Operating & Maint Supplies	400
49844-240	Small Tools & Minor Equip	0
49844-300	Professional Services	0
49844-320	Communications	0
49844-330	Travel & Training	0
49844-360	Bonds & Insurance	25
49844-381	Utilities	0
49844-400	Repair & Maint Contractual	300
49844-405	Maintenance Agreements	4,000
49844-500	Capital Improvement Projects	0
49844-501	Long Term Capital Savings	0
49844-720	Transfer to Other Funds	16,000
49844-721	Depreciation	<u>0</u>

TOTAL Local Access		20,725
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*** TOTAL EXPENDITURES ***		20,725
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REVENUES OVER/(UNDER) EXPENDITURES		1,275
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*** END OF REPORT ***

BUDGET LISTING

AS OF: JANUARY 31ST, 2024

232-Technical Rescue Team

REVENUE

ACCT#	ACCOUNT NAME	BUDGET
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Technical Rescue Team

32201-00-31010	Current Taxes	16,500
32201-00-36230	Contributions & Donations	0
32201-00-39201	Transfer from Other Funds	<u>0</u>
TOTAL Technical Rescue Team		16,500

General Revenue

39900-00-36210	Interest Earned	<u>0</u>
TOTAL General Revenue		0

TOTAL REVENUE		16,500
		=====

BUDGET LISTING

AS OF: JANUARY 31ST, 2024

232-Technical Rescue Team

Technical Rescue Team

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	BUDGET
42201-103	Part Time Salaries	6,000
42201-120	Employee Pension	0
42201-212	Motor Fuel	300
42201-220	Operating & Maint Supplies	5,000
42201-330	Travel & Training	3,000
42201-400	Repair & Maintenance	<u>2,000</u>
TOTAL	Technical Rescue Team	16,300 =====
*** TOTAL EXPENDITURES ***		16,300 =====
REVENUES OVER/(UNDER) EXPENDITURES		200 =====

*** END OF REPORT ***

BUDGET LISTING

AS OF: JANUARY 31ST, 2024

423-Capital Revolving

REVENUE

ACCT#	ACCOUNT NAME	BUDGET
<u>General Revenue</u>		
39900-00-33426	Federal Grants	0
39900-00-36100	Special Assessments	0
39900-00-36210	Interest Earned	0
39900-00-36240	Refunds & Reimbursements	0
39900-00-39200	Transfer In	<u>0</u>
	TOTAL General Revenue	0
<u>Mayor/Council</u>		
31100-00-31010	Current Taxes	0
31100-00-39201	Trans From Other Funds	<u>0</u>
	TOTAL Mayor/Council	0
<u>Administration</u>		
31320-00-31010	Current Taxes	0
31320-00-39201	Transfer from Other Funds	<u>0</u>
	TOTAL Administration	0
<u>Elections</u>		
31410-00-39201	Transfer From Other Funds	<u>0</u>
	TOTAL Elections	0
<u>Planning and Zoning</u>		
31910-00-31010	Current Taxes	0
31910-00-39201	Transfer From Other Funds	<u>0</u>
	TOTAL Planning and Zoning	0
<u>Police</u>		
32100-00-31010	Current Taxes	25,000
32100-00-39201	Trans From Other Funds	0
32100-00-39202	Transfer from Electric Fund	<u>0</u>
	TOTAL Police	25,000
<u>Code Enforcement</u>		
32103-00-36240	Refunds & Reimbursements	0
32103-00-39201	Transfer From Other Funds	0
32103-00-39202	Tranfer From Electric Fund	<u>5,000</u>
	TOTAL Code Enforcement	5,000

BUDGET LISTING

AS OF: JANUARY 31ST, 2024

423-Capital Revolving

REVENUE

ACCT#	ACCOUNT NAME	BUDGET
<u>Fire Dept</u>		
32200-00-31010	Current Taxes	33,000
32200-00-39201	Trans From Other Funds	0
32200-00-39202	Transfer from Electric Fund	<u>7,000</u>
	TOTAL Fire Dept	40,000
<u>Civil Defense</u>		
32500-00-31010	Current Taxes	1,500
32500-00-36243	Insurance Recoveries	0
32500-00-39201	Trans From Other Funds	<u>0</u>
	TOTAL Civil Defense	1,500
<u>Public Works</u>		
33000-00-31010	Current Taxes	15,000
33000-00-33426	Federal Grants	0
33000-00-39101	Sale of Property & Materials	0
33000-00-39201	Trans From Other Funds	20,000
33000-00-39202	Transfer from Electric Fund	<u>35,500</u>
	TOTAL Public Works	70,500
<u>Parks</u>		
35000-00-31010	Current Taxes	58,000
35000-00-36230	Contrib & Donations	0
35000-00-39201	Trans From Other Funds	0
35000-00-39202	Transfer From Electric Fund	<u>9,500</u>
	TOTAL Parks	67,500
<u>Library</u>		
35500-00-31010	Current Taxes	0
35500-00-39201	Trans From Other Funds	<u>0</u>
	TOTAL Library	0
<u>Bayberry</u>		
36340-00-39201	Trans From Other Funds	<u>0</u>
	TOTAL Bayberry	0
<u>Water</u>		
39400-00-39201	Trans From Other Funds	<u>0</u>
	TOTAL Water	0

BUDGET LISTING

AS OF: JANUARY 31ST, 2024

423-Capital Revolving

REVENUE

ACCT#	ACCOUNT NAME	BUDGET
<u>Wastewater</u>		
39450-00-39201	Trans From Other Funds	<u>0</u>
TOTAL Wastewater		0
<u>Electric</u>		
39550-00-39201	Trans From Other Funds	0
39550-00-39202	Transfer from Electric Fund	<u>0</u>
TOTAL Electric		0
<u>Airport</u>		
39810-00-31010	Current Taxes	25,000
39810-00-39201	Trans From Other Funds	0
39810-02-33424	Airport Construction Grant	<u>0</u>
TOTAL Airport		25,000
TOTAL REVENUE		234,500 =====

BUDGET LISTING

AS OF: JANUARY 31ST, 2024

530-2022C GO Imp Bonds DS

REVENUE

ACCT#	ACCOUNT NAME	BUDGET
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General Govt

39900-00-31010	Current Taxes	94,000
39900-00-36100	Special Assmts	110,000
39900-00-36210	Interest Earned	0
39900-00-36225	Bond Proceeds	0
39900-00-39201	Tran from Other Funds	0
39900-00-39202	Tran from Electric Fund	<u>0</u>

TOTAL General Govt		204,000
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TOTAL REVENUE		204,000
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BUDGET LISTING

AS OF: JANUARY 31ST, 2024

530-2022C GO Imp Bonds DS

Debt Service

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	BUDGET
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47000-601	Principal Due	0
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47000-611	Interest Due	98,056
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47000-620	Service Charges Due	0
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47000-720	Transfer to Other Funds	<u>0</u>
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TOTAL Debt Service		98,056
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*** TOTAL EXPENDITURES ***		98,056
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REVENUES OVER/(UNDER) EXPENDITURES		105,944
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*** END OF REPORT ***

BUDGET LISTING

AS OF: JANUARY 31ST, 2024

533-2008A GOI Bond Fund

REVENUE

ACCT#	ACCOUNT NAME	BUDGET
-------	--------------	--------

<u>Gen Govt</u>		
39900-00-31010	Current Taxes	0
39900-00-31040	Bond Proceeds	0
39900-00-36100	Special Assessments	0
39900-00-36210	Interest Earned	0
39900-00-39201	Transfer from Other Funds	0
39900-00-39202	Transfer from Elec Fund	0
39900-00-39320	Bond Premium	<u>0</u>
TOTAL Gen Govt		0

TOTAL REVENUE		0
		=====

BUDGET LISTING

AS OF: JANUARY 31ST, 2024

533-2008A GOI Bond Fund

Debt Service

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	BUDGET
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47000-601	Principal Due	255,000
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47000-611	Interest Due	2,550
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47000-620	Service Charges due	0
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47000-621	Bond Issuance Costs	0
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47000-720	Transfer to Other Funds	<u>0</u>
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TOTAL Debt Service		257,550
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*** TOTAL EXPENDITURES ***		257,550
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REVENUES OVER/(UNDER) EXPENDITURES		(257,550)
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*** END OF REPORT ***

BUDGET LISTING

AS OF: JANUARY 31ST, 2024

536-2014B GOI Debt Service

REVENUE

ACCT#	ACCOUNT NAME	BUDGET
-------	--------------	--------

<u>General Govt</u>		
39900-00-31010	Current Taxes	20,000
39900-00-31020	Delinq Taxes	0
39900-00-31040	Bond Proceeds	0
39900-00-36100	Special Assessments	41,000
39900-00-36210	Interest Earned	4,000
39900-00-39201	Transfer from Other Funds	<u>0</u>
TOTAL General Govt		65,000

TOTAL REVENUE		65,000
		=====

BUDGET LISTING

AS OF: JANUARY 31ST, 2024

536-2014B GOI Debt Service

Debt Service

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	BUDGET
-------	--------------	--------

47000-601	Principal Due	50,000
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47000-611	Interest Due	8,913
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47000-620	Paying Agent Fees	0
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47000-621	Bond Issuance Costs	0
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47000-720	Transfer to Other Funds	<u>0</u>
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TOTAL Debt Service		58,913
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*** TOTAL EXPENDITURES ***		58,913
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REVENUES OVER/(UNDER) EXPENDITURES		6,087
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*** END OF REPORT ***

BUDGET LISTING

AS OF: JANUARY 31ST, 2024

538-2016B K&M Tax Inc Bonds

REVENUE

ACCT#	ACCOUNT NAME	BUDGET
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General Govt

39900-00-31040	Bond Proceeds	0
39900-00-31050	Tax Increment Revenue	22,000
39900-00-34306	Building Rent	0
39900-00-36210	Interest Earned	500
39900-00-39201	Transfer from Other Funds	<u>132,500</u>

TOTAL General Govt	155,000
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TOTAL REVENUE	155,000
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BUDGET LISTING

AS OF: JANUARY 31ST, 2024

538-2016B K&M Tax Inc Bonds

Debt Service

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	BUDGET
-------	--------------	--------

47000-310	Dues, Licenses, Fees, Taxes	0
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47000-601	Principal Due	115,000
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47000-611	Interest Due	40,622
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47000-620	Paying Agent Fees	<u>495</u>
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TOTAL Debt Service		156,117
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*** TOTAL EXPENDITURES ***		156,117
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REVENUES OVER/(UNDER) EXPENDITURES		(1,117)
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*** END OF REPORT ***

BUDGET LISTING

AS OF: JANUARY 31ST, 2024

610-Water Utility Fund

REVENUE

ACCT#	ACCOUNT NAME	BUDGET
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Water Utility Fund

39400-00-33425	State Grants	<u>0</u>
TOTAL Water Utility Fund		0

General Revenue

39900-00-31010	Current Taxes	0
39900-00-31020	Delinq Taxes	0
39900-00-33402	Homestead Credit	0
39900-00-33425	State Grants	0
39900-00-33426	Federal Grants	0
39900-00-33439	PERA Pension Other Revenue	0
39900-00-34303	Equipment Rental	0
39900-00-36100	Special Assmts	15,000
39900-00-36210	Interest Earned	3,000
39900-00-36225	Bond Proceeds	0
39900-00-36240	Refunds & Reimb	0
39900-00-36250	Misc Revenue	0
39900-00-36260	Non-Utility Sales/Fees	200
39900-00-36261	Contrib of Assets from Govt Fd	0
39900-00-36262	Contrib of Assets from Other	0
39900-00-37100	Utility Customer Sales	670,000
39900-00-37111	Interdept Utility Sale	5,000
39900-00-37151	Lawn Meter Sales	0
39900-00-39101	Sale of Prop & Materials	500
39900-00-39102	Contracted Services	0
39900-00-39201	Tran from Other Funds	0
39900-00-39203	Transfer from LT CIP Fund	0
39900-00-39999	Prior Period Adjustment	<u>0</u>
TOTAL General Revenue		693,700

TOTAL REVENUE	693,700
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BUDGET LISTING

AS OF: JANUARY 31ST, 2024

610-Water Utility Fund

Water Utility Fund

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	BUDGET
49400-101	Salaries (Full Time)	170,407
49400-102	Overtime Salaries	13,500
49400-103	Part Time Salaries	0
49400-105	Comp & Sick Accrual	0
49400-110	Accumulated Sick Pay	0
49400-111	Severance Pay	0
49400-112	Health Insurance Opt Out	1,300
49400-120	Employee Pension	25,817
49400-125	Employer Flex/HSA Contrib	0
49400-129	Pension Liability Exp- GASB 68	0
49400-130	Employee Insurance	35,747
49400-150	Workers Comp Insurance	4,000
49400-200	Office Supplies	2,000
49400-212	Motor Fuel	4,000
49400-216	Chemicals	30,000
49400-217	Uniforms & Clothing	1,300
49400-220	Operating & Maint Supplies	30,000
49400-240	Small Tools & Minor Equip	0
49400-300	Professional Services	11,000
49400-301	Auditing Services	3,000
49400-303	Engineering Services	4,000
49400-304	Legal Services	100
49400-310	Dues, Licenses, Fees, Taxes	14,000
49400-311	Credit Card Fees	10,000
49400-320	Communications	6,000
49400-330	Travel & Training	4,500
49400-350	Printing & Publishing	1,200
49400-360	Bonds & Insurance	7,300
49400-380	Interdepartmental Utilities	53,000
49400-381	Utilities	2,200
49400-390	Lab Testing	1,000
49400-400	Repair & Maint Contractual	30,000
49400-405	Maint Agreements	5,500
49400-410	Rentals	0
49400-430	Miscellaneous	0
49400-432	Bad Debt Expense	0
49400-435	Books & Periodicals	0
49400-500	Capital Improvement Projects	0
49400-501	Long Term Capital Savings	0
49400-503	CIP Other than Bldgs	0
49400-599	Capital Contribution	0
49400-601	Principal Due	182,750
49400-611	Intrerst Due	66,512
49400-612	Amortization of Bond Costs	0
49400-620	Service Charge Due	1,000
49400-622	Amortization of Bond Costs	0
49400-650	Issuance Costs	0
49400-720	Transfer Out	0
49400-721	Depreciation	0

BUDGET LISTING

AS OF: JANUARY 31ST, 2024

610-Water Utility Fund

Water Utility Fund

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	BUDGET
49400-810	Refunds & Reimb	<u>0</u>
TOTAL	Water Utility Fund	721,133 =====

BUDGET LISTING

AS OF: JANUARY 31ST, 2024

610-Water Utility Fund

Debt Service

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	BUDGET
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47000-621	Bond Issuance Costs	<u>0</u>
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TOTAL	Debt Service	0 =====
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***	TOTAL EXPENDITURES ***	721,133 =====
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REVENUES OVER/(UNDER)	EXPENDITURES	(27,433) =====
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*** END OF REPORT ***

BUDGET LISTING

AS OF: JANUARY 31ST, 2024

620-Wastewater Utility Fund

REVENUE

ACCT# ACCOUNT NAME BUDGET

Waste Water Utility

39450-00-33425	State Grants	0
39450-00-33439	PERA Pension Other Revenue	<u>0</u>
TOTAL Waste Water Utility		0

General Revenue

39900-00-31010	Current Taxes	0
39900-00-31020	Delinq Taxes	0
39900-00-33402	Homestead Credit	0
39900-00-33425	State Grants	0
39900-00-33426	Federal Grants	0
39900-00-33439	PERA Pension Other Revenue	0
39900-00-36100	Special Assmts	80,000
39900-00-36210	Interest Earned	2,000
39900-00-36220	Fed & State Pmt Received	0
39900-00-36240	Refunds & Reimb	0
39900-00-36260	Non-Utility Sales/Fees	1,800
39900-00-36261	Contrib of Assets from Govt Fd	0
39900-00-36262	Contrib of Assets from Other	0
39900-00-37100	Utility Customer Sales	609,000
39900-00-37111	Interdept Utility Sales	3,200
39900-00-39101	Salse of Prop & Materials	0
39900-00-39201	Tran from Other Funds	0
39900-00-39203	Transfer from LT CIP Fund	0
39900-00-39999	Prior Period Adjustment	<u>0</u>
TOTAL General Revenue		696,000

TOTAL REVENUE 696,000
 =====

BUDGET LISTING

AS OF: JANUARY 31ST, 2024

620-Wastewater Utility Fund

Waste Water Utility

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	BUDGET
49450-101	Salaries (Full Time)	170,407
49450-102	Overtime Salaries	13,500
49450-103	Part Time Salaries	0
49450-105	Comp & Sick Accrual	0
49450-110	Accumulated Sick Pay	0
49450-111	Severance Pay	0
49450-112	Health Insurance Opt Out	1,300
49450-120	Employee Pension	25,817
49450-125	Employer Flex/HSA Contrib	0
49450-129	Pension Liability Exp- GASB 68	0
49450-130	Employee Insurance	35,747
49450-150	Workers Comp Insurance	6,500
49450-200	Office Supplies	2,000
49450-212	Motor Fuel	4,800
49450-216	Chemicals	18,500
49450-217	Uniforms & Clothing	1,300
49450-220	Operating & Maint Supplies	28,000
49450-240	Small Tools & Minor Equip	0
49450-300	Professional Services	3,000
49450-301	Auditing Services	3,200
49450-303	Engineering Services	4,000
49450-304	Legal Services	0
49450-310	Dues, Licenses, Fees, Taxes	3,500
49450-311	Credit Card Fees	6,000
49450-320	Communications	5,000
49450-330	Travel & Training	4,500
49450-350	Printing & Publishing	0
49450-360	Bonds & Insurance	16,500
49450-380	Interdepartmental Utilities	74,000
49450-381	Utilities	1,500
49450-390	Lab Testing	12,000
49450-400	Repair & Maint Contractual	40,000
49450-405	Maint Agreements	6,500
49450-410	Rentals	0
49450-430	Miscellaneous	0
49450-432	Bad Debt Expense	0
49450-435	Books & Periodicals	0
49450-500	Capital Improvement Projects	0
49450-501	Long Term Capital Savings	0
49450-599	Capital Contribution	0
49450-601	Principal Due	179,500
49450-611	Interest Due	34,994
49450-620	Service Charge Due	0
49450-650	Issuance Costs	0
49450-720	Tran to Other Funds	0
49450-721	Depreciation	<u>0</u>
TOTAL Waste Water Utility		702,065

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BUDGET LISTING

AS OF: JANUARY 31ST, 2024

620-Wastewater Utility Fund

Waste Water Utility

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	BUDGET
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*** TOTAL EXPENDITURES ***	702,065
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REVENUES OVER/(UNDER) EXPENDITURES	(6,065)
	=====

*** END OF REPORT ***

BUDGET LISTING

AS OF: JANUARY 31ST, 2024

630-Storm Sewer Utility Fund

REVENUE

ACCT#	ACCOUNT NAME	BUDGET
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General Revenue

39900-00-31040	Bond Proceeds	0
39900-00-33425	State Grants	0
39900-00-36100	Special Assessments	0
39900-00-36210	Interest Earned	13,000
39900-00-36240	Refunds & Reimb	0
39900-00-36261	Contrib of Assets by Govt Fund	0
39900-00-36262	Contrib of Assets from Other	0
39900-00-37100	Utility Customer Sales	266,500
39900-00-39201	Tran from Other Fund	0
39900-00-39302	Amortization of Bond Prem	0
39900-00-39999	Prior Period Adjustment	<u>0</u>

TOTAL General Revenue	279,500
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TOTAL REVENUE	279,500
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BUDGET LISTING

AS OF: JANUARY 31ST, 2024

630-Storm Sewer Utility Fund

Storm Sewer

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	BUDGET
43150-101	Salaries (Full Time)	17,387
43150-102	Overtime Salaries	0
43150-112	Health Insurance Opt Out	0
43150-120	Employee Pension	2,634
43150-125	Employer Flex/HSA Contrib	0
43150-130	Employee Insurance	5,501
43150-200	Office Supplies	400
43150-220	Supplies	50
43150-300	Professional Services	0
43150-301	Audit Services	750
43150-303	Engineering Svc	3,000
43150-304	Legal Services	0
43150-310	Dues, Licenses, Fees, Taxes	30,000
43150-311	Credit Card Fees	4,000
43150-320	Communications	1,000
43150-330	Travel & Training	2,500
43150-350	Printing & Publishing	0
43150-360	Bonds & Insurance	800
43150-400	Repair & Maint	1,000
43150-405	Maint Agreement	5,000
43150-432	Bad Debt Expense	0
43150-500	Capital Improvement Projects	0
43150-599	Capital Contribution	0
43150-601	Principal Due	65,750
43150-611	Interest Due	82,580
43150-620	Service Charges Due	0
43150-650	Bond Issue Fees	0
43150-720	Transfer to Other Funds	20,000
43150-721	Depreciation	0
43150-722	Amortization Expense	0
43150-810	Refunds & Reimb	<u>0</u>
TOTAL Storm Sewer		242,352 =====
*** TOTAL EXPENDITURES ***		242,352 =====
REVENUES OVER/(UNDER) EXPENDITURES		37,148 =====

*** END OF REPORT ***

BUDGET LISTING

AS OF: JANUARY 31ST, 2024

631-Utility Reserve Fund

REVENUE

ACCT#	ACCOUNT NAME	BUDGET
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General Revenue

39900-00-36210	Interest Earned	2,000
39900-00-37100	Utility Customer Fees	116,500
39900-00-39201	Transfer from Other Funds	<u>0</u>
TOTAL General Revenue		118,500

TOTAL REVENUE	118,500
	=====

BUDGET LISTING

AS OF: JANUARY 31ST, 2024

631-Utility Reserve Fund

Utility Reserve Fund

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	BUDGET
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46000-303	Engineering Service	0
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46000-432	Bad Debt Expense	0
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46000-500	Capital Improvement Projects	0
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46000-720	Tran to Other Funds	<u>0</u>
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TOTAL	Utility Reserve Fund	0
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*** TOTAL EXPENDITURES ***		0
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REVENUES OVER/(UNDER) EXPENDITURES		118,500
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*** END OF REPORT ***

BUDGET LISTING

AS OF: JANUARY 31ST, 2024

640-Electric Utility Fund

REVENUE

ACCT#	ACCOUNT NAME	BUDGET
<u>General Revenue</u>		
39900-00-33426	Federal Grants	0
39900-00-33439	PERA Pension Other Revenue	0
39900-00-34303	Equip Rental	1,000
39900-00-34304	Land Rent	21,000
39900-00-34305	Pole Rental	2,000
39900-00-36100	Special Assessments	0
39900-00-36210	Interest Earned	25,000
39900-00-36211	Interest on Interfund Loans	0
39900-00-36240	Refunds & Reimb	3,600
39900-00-36250	Misc Revenue	4,000
39900-00-36257	Contracted Service	0
39900-00-36260	Non-Utility Sales/Fees	5,000
39900-00-36261	Contrib Assets from Govt Fund	0
39900-00-37100	Utility Customer Sales	3,525,000
39900-00-37111	Interdept Utility Sale	162,000
39900-00-39101	Sale of Prop/Materials	1,000
39900-00-39201	Transfer from Other Funds	0
39900-00-39203	Transfer From LT CIP	0
39900-00-39999	Prior Period Adjustment	<u>0</u>
TOTAL General Revenue		3,749,600

TOTAL REVENUE 3,749,600
 =====

BUDGET LISTING

AS OF: JANUARY 31ST, 2024

640-Electric Utility Fund

Electric

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	BUDGET
49550-101	Salaries (Full Time)	127,598
49550-102	Overtime Salaries	500
49550-103	Part Time Salaries	0
49550-105	Comp & Sick Accrual	0
49550-110	Severance Pay	0
49550-111	Severance Pay	0
49550-112	Health Insurance Opt Out	0
49550-120	Employee Pension	19,331
49550-125	Employer Flex/HSA Contrib	0
49550-129	Pension Liability Exp- GASB 68	0
49550-130	Employee Insurance	37,760
49550-140	Unemployment Comp.	0
49550-150	Workers Comp Insurance	500
49550-200	Office Supplies	2,000
49550-212	Motor Fuel	11,000
49550-217	Uniforms & Clothing	4,600
49550-220	Operating & Maint Supplies	25,000
49550-222	Street Light Repair	4,000
49550-240	Small Tools & Minor Equip	0
49550-260	Electricity for Resale	1,850,000
49550-300	Professional Services	132,000
49550-301	Auditing Services	2,900
49550-303	Electric Engineering	50,000
49550-304	Legal Services	2,500
49550-310	Dues, Licenses, Fees, Taxes	20,000
49550-311	Credit Card Fees	17,000
49550-320	Communications	9,000
49550-330	Travel & Training	3,000
49550-349	Lease Amortization	0
49550-350	Printing & Publishing	0
49550-360	Bonds & Insurance	16,500
49550-380	Interdepartmental Utilities	0
49550-381	Utilities	4,000
49550-400	Repair & Maint Contractual	12,000
49550-402	Contractor Payments	591,000
49550-405	Maintenance Agreement	8,000
49550-406	Linen Service	0
49550-408	AMI Meter Lease	52,000
49550-410	Rentals	0
49550-419	Pole Rental	0
49550-421	Amortization of Goodwill	0
49550-430	Miscellaneous	0
49550-432	Bad Debt Expense	0
49550-435	Books & Periodicals	0
49550-440	Conservation Imp Prog.	31,000
49550-500	Current Year Capital Purchases	480,000
49550-506	Long-Term Lease Expense	0
49550-560	Loss on Sale of Asset	0
49550-599	Capital Contribution	0

BUDGET LISTING

AS OF: JANUARY 31ST, 2024

640-Electric Utility Fund

Electric

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	BUDGET
49550-601	Principal Due	0
49550-611	Interest Due	0
49550-720	Transfer to Other Funds	268,660
49550-721	Depreciation	165,000
49550-723	Transfer to CIP Fund	57,000
49550-810	Refunds & Reimb	<u>0</u>
TOTAL Electric		4,003,849 =====
*** TOTAL EXPENDITURES ***		4,003,849 =====
REVENUES OVER/(UNDER) EXPENDITURES		(254,249) =====

*** END OF REPORT ***

BUDGET LISTING

AS OF: JANUARY 31ST, 2024

690-Liquor Store Fund

REVENUE

ACCT#	ACCOUNT NAME	BUDGET
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General Revenue

39900-00-33426	Federal Grants	0
39900-00-33439	PERA Pension Other Revenue	0
39900-00-34304	Building Rental	0
39900-00-35100	Fines/Penalties	0
39900-00-36210	Interest Earned	3,500
39900-00-36240	Refunds & Reimb	0
39900-00-36250	Misc Revenue	0
39900-00-36270	Recovery of Bad Debts	0
39900-00-37911	Off-Sale Liquor Sales	360,000
39900-00-37912	Off-Sale Beer Sales	600,000
39900-00-37913	Off-Sale Wine Sales	110,000
39900-00-37914	THC/CBD Sales	5,000
39900-00-37915	Off-Sale Other Sales	35,000
39900-00-37916	Gift Certificate Transactions	0
39900-00-37917	Case Deposit	0
39900-00-37940	Cash Over	0
39900-00-37941	On Sale Cash Over	0
39900-00-39999	Prior Period Adjustment	<u>0</u>

TOTAL General Revenue		1,113,500
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TOTAL REVENUE		1,113,500
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BUDGET LISTING

AS OF: JANUARY 31ST, 2024

690-Liquor Store Fund

Off-Sale Liquor

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	BUDGET
49750-101	Salaries (Full Time)	78,521
49750-102	Overtime Salaries	0
49750-103	Part Time Salaries	72,819
49750-105	Comp & Sick Accrual	0
49750-111	Severance Pay	0
49750-120	Employee Pension	22,928
49750-125	Employer FLEX/HSA Contrib	0
49750-129	Pension Liability Exp- GASB 68	0
49750-130	Employee Insurance	23,863
49750-140	Unemployment Comp	0
49750-150	Workers Comp Insurance	4,500
49750-200	Office Supplies	1,000
49750-212	Motor Fuel	0
49750-217	Uniforms & Clothing	1,000
49750-220	Operating & Maint Supplies	5,500
49750-240	Small Tools & Minor Equip	0
49750-251	Liquor for Resale	245,000
49750-252	Beer for Resale	460,000
49750-253	Wine for Resale	80,000
49750-254	THC/CBD for Resale	5,000
49750-255	Other Mdse for Resale	23,000
49750-300	Professional Services	5,000
49750-301	Auditing Services	2,500
49750-304	Legal Services	0
49750-305	Insect and Pest Control	600
49750-310	Dues, Licenses, Fees, Taxes	3,000
49750-311	Credit Card Tran Fees	18,000
49750-320	Communications	3,500
49750-330	Travel & Training	3,000
49750-333	Freight	7,000
49750-342	Advertising	7,000
49750-345	Promotions	1,500
49750-350	Printing & Publishing	0
49750-360	Bonds & Insurance	4,800
49750-380	Interdepartmental Utilities	9,000
49750-381	Utilities	3,000
49750-400	Repair & Maint Contractual	4,000
49750-401	Building Cleaning	0
49750-405	Maint Agreements	0
49750-410	Rentals	0
49750-430	Miscellaneous	0
49750-431	Cash Short	200
49750-432	Bad Debt Expense	200
49750-435	Books & Periodicals	0
49750-500	Capital Improvement Projects	5,000
49750-720	Transfer to Other Funds	10,000
49750-721	Depreciation	0
49750-810	Refunds & Reimb	<u>0</u>
TOTAL	Off-Sale Liquor	1,110,431

BUDGET LISTING

AS OF: JANUARY 31ST, 2024

690-Liquor Store Fund
Off-Sale Liquor
DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	BUDGET
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*** TOTAL EXPENDITURES ***

1,110,431

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REVENUES OVER/(UNDER) EXPENDITURES

3,069

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*** END OF REPORT ***

BUDGET LISTING

AS OF: JANUARY 31ST, 2024

801-EDA Administrative Fund

REVENUE

ACCT#	ACCOUNT NAME	BUDGET
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General Revenue

39900-00-31010	Current Taxes	79,282
39900-00-31020	Delinq Taxes	0
39900-00-32200	Permits/Licenses	0
39900-00-33426	Federal Grants	0
39900-00-33427	Renville Co Grant	0
39900-00-34304	Property Rental	0
39900-00-36210	Interest Earned	400
39900-00-36230	Contrib & Donations	0
39900-00-36231	Chamber Contrib & Donations	0
39900-00-36240	Refunds & Reimb	1,000
39900-00-36250	Misc Revenue	0
39900-00-39101	Sale of Property	0
39900-00-39201	Tran from Other Funds	10,000
39900-00-39203	Tran from TIF	0
39900-00-39208	Tran from Gen Fund	<u>0</u>

TOTAL General Revenue		90,682
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TOTAL REVENUE		90,682
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BUDGET LISTING

AS OF: JANUARY 31ST, 2024

801-EDA Administrative Fund

Economic Development

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	BUDGET
46500-101	Salaries (Full Time)	63,560
46500-102	Overtime	0
46500-103	Part Time Salaries	0
46500-110	Accumulated Sick Pay	0
46500-111	Severence Pay	0
46500-112	Health Insurance Opt Out	1,950
46500-120	Employee Pension	9,629
46500-125	Employer Flex/HSA Contrib	0
46500-130	Employee Insurance	454
46500-150	Workers Comp Insurance	400
46500-200	Office Supplies	400
46500-212	Motor Fuel	0
46500-220	Operating & Maint Supplies	500
46500-300	Professional Services	7,500
46500-301	Financial Audit Services	3,000
46500-303	Engineering Services	1,000
46500-304	Legal Services	9,000
46500-310	Dues, Licenses, Fees, Taxes	1,400
46500-320	Communications	100
46500-330	Travel & Training	800
46500-342	Advertising	0
46500-350	Printing & Publishing	400
46500-360	Bonds & Insurance	900
46500-400	Repair & Maint	0
46500-405	Maintenance Contract	0
46500-410	Rentals	0
46500-430	Miscellaneous/ EDA Meetings	1,000
46500-435	Books & Periodicals	0
46500-437	Grant Award	0
46500-500	Capital Improvement Projects	0
46500-720	Tran to Other Funds	<u>0</u>
TOTAL Economic Development		101,993 =====
*** TOTAL EXPENDITURES ***		101,993 =====
REVENUES OVER/(UNDER) EXPENDITURES		(11,311) =====

*** END OF REPORT ***

BUDGET LISTING

AS OF: JANUARY 31ST, 2024

810-K & M

REVENUE

ACCT#	ACCOUNT NAME	BUDGET
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Gen Revenue

39900-00-34925	Lease Interest	0
39900-00-36210	Interest Earned	0
39900-00-36240	Refunds & Reimb	<u>0</u>
TOTAL Gen Revenue		0

K & M

36500-00-34306	Building Rent	<u>175,000</u>
TOTAL K & M		175,000

TOTAL REVENUE	175,000
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BUDGET LISTING

AS OF: JANUARY 31ST, 2024

810-K & M

K & M

DEPARTMENT EXPENDITURES

ACCT#	ACCOUNT NAME	BUDGET
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46500-220	Operating & Maint Supplies	0
46500-300	Professional Services	0
46500-310	Dues, Licenses, Fees, Taxes	47,300
46500-349	Lease Amortization	3,700
46500-360	Bonds & Insurance	5,250
46500-400	Repair & Maintenance	9,000
46500-500	Capital Improvement Projects	0
46500-720	Transfer to other Funds	<u>132,500</u>

TOTAL K & M		197,750
		=====

*** TOTAL EXPENDITURES ***		197,750
		=====

REVENUES OVER/(UNDER) EXPENDITURES		(22,750)
		=====

*** END OF REPORT ***

2024 Compensation Schedule

Grade	0	1	2	3	4	5	6	7	8	Title	Grade
0	\$15.99	\$16.63	\$17.27	\$17.90	\$18.54	\$19.19	\$19.83	\$20.46	\$21.10	Seasonal Public Works	0
1	\$17.03	\$17.74	\$18.45	\$19.16	\$19.88	\$20.58	\$21.29	\$21.99	\$22.71	PT Liquor Store Clerk	0
2	\$18.14	\$18.89	\$19.65	\$20.41	\$21.16	\$21.92	\$22.67	\$23.42	\$24.19	Lead Liquor Store Clerk	2
3	\$19.32	\$20.12	\$20.93	\$21.73	\$22.54	\$23.34	\$24.15	\$24.95	\$25.76	Asst Liquor Store Manager	5
4	\$20.58	\$21.43	\$22.29	\$23.15	\$24.01	\$24.87	\$25.71	\$26.57	\$27.43	Public Works Worker	6
5	\$21.91	\$22.82	\$23.74	\$24.65	\$25.57	\$26.48	\$27.38	\$28.31	\$29.21	Administrative Assistant	7
6	\$23.34	\$24.31	\$25.28	\$26.26	\$27.23	\$28.20	\$29.17	\$30.15	\$31.12	Water/ Wastewater Operator	7
7	\$25.43	\$26.50	\$27.55	\$28.62	\$29.67	\$30.74	\$31.79	\$32.86	\$33.91	Police Dept. Administrative Assistant	8
8	\$26.96	\$28.09	\$29.21	\$30.33	\$31.45	\$32.58	\$33.71	\$34.82	\$35.95	Assistant Public Works Superintendent	8
9	\$28.31	\$29.49	\$30.67	\$31.85	\$33.03	\$34.20	\$35.39	\$36.57	\$37.75	Assistant Water/Wastewater Superintendent	8
10	\$29.72	\$30.97	\$32.21	\$33.44	\$34.68	\$35.92	\$37.16	\$38.39	\$39.63	Liquor Store Manager	9
11	\$31.51	\$32.82	\$34.13	\$35.45	\$36.76	\$38.08	\$39.39	\$40.70	\$42.02	Planning & Zoning Administrator	9
12	\$33.72	\$35.12	\$36.53	\$37.93	\$39.34	\$40.74	\$42.15	\$43.55	\$44.96	Deputy Clerk/Finance Assistant/HR	10
13	\$35.74	\$37.23	\$38.72	\$40.20	\$41.69	\$43.18	\$44.67	\$46.16	\$47.65	Patrol Officer	10
14	\$37.17	\$38.72	\$40.26	\$41.81	\$43.36	\$44.91	\$46.46	\$48.01	\$49.56	Patrol Officer PT	10
15	\$38.65	\$40.26	\$41.87	\$43.48	\$45.09	\$46.70	\$48.31	\$49.92	\$51.54	Utility Coordinator/Accounts Manager	10
16	\$40.20	\$41.87	\$43.55	\$45.23	\$46.90	\$48.58	\$50.25	\$51.92	\$53.59	Patrol Sergeant	12
17	\$41.81	\$43.55	\$45.29	\$47.03	\$48.77	\$50.52	\$52.26	\$54.01	\$55.74	Public Works Superintendent	12
18	\$43.48	\$45.29	\$47.10	\$48.92	\$50.72	\$52.54	\$54.35	\$56.16	\$57.98	Water/ Wastewater Superintendent	12
19	\$45.23	\$47.10	\$48.99	\$50.87	\$52.76	\$54.64	\$56.53	\$58.40	\$60.29	EDA Director/ Main Street Coordinator	12
20	\$47.03	\$48.99	\$50.94	\$52.90	\$54.87	\$56.83	\$58.79	\$60.74	\$62.70	Police Chief	14
										Finance Director	15
										City Administrator	20

**City of Olivia, Minnesota
Resolution 2023-124**

Adoption of the 2024 Annual Operating Budgets

It is hereby resolved by the City of Olivia, Minnesota that:

WHEREAS; Minnesota State Statutes require that all local units of government must formally adopt budgets for all governmental type funds; and

WHEREAS; The City Council has provided opportunities for city staff and the general public to provide input in regards to the proposed 2024 budget;

THEREFORE; The Council hereby adopts the 2024 General, Special, Debt Service, and Enterprise Budgets as attached in Appendix A of this resolution.

FURTHERMORE; The Council authorizes the budgeted 3.2% cost of living wage adjustment built into the City's new compensation schedule as attached in Appendix B of this resolution effective to the first pay period of 2024; and

FURTHERMORE; The Council authorizes scheduled wage step increases provided for in the 2024 budget as long as employees set to receive those adjustments are in good standing and have received a positive annual performance review; and

FURTHERMORE; The Council authorizes all unused departmental capital improvement plan allocations in fiscal year 2023 to be carried forward into their respective dedicated funds in fiscal year 2024 and to preserve the dedication stipulations originally associated with those annual allocations.

Adoption by the City Council of the City of Olivia on this 18th day of December, 2023.

Jon Hawkinson, Mayor

ATTEST:

Jasmine Miller, City Clerk



MEMO

To: Mayor & City Council
From: Jasmine Miller, Clerk / HR Coordinator
Date: 12/15/2023
Re: Updates to the Personnel Policy

As Administrator Torkelson has mentioned at past meetings, staff has been diligently working to update the City of Olivia Personnel Policy. The changes made to the policy were changes suggested by staff, recommended by the League of MN Cities and a direct result of information gathered from surveying surrounding cities. Below is a list of changes that staff feels are worth noting:

- Cannabis was added to the smoking section of Citywide Work Rules & Code of Conduct
 - Smoking of any kind, including pipes, cigars, cigarettes, vaping with e-cigarettes, cannabis and the use of chewing tobacco, is prohibited for employees while on duty.
- Public Works On-Call Monthly Stipend
 - Employees of the Public Works Department have the potential to be placed on-call for the purpose of snow removal from the months of November through March. Public Works employees will be compensated \$200 each month to be paid on the second payroll of the month from November to March. This was not previously stated in the policy and has increase from \$75.
- Holidays
 - The updated policy includes Juneteenth and Christmas Eve as a paid holiday. No other changes were made.
- Earned Sick and Safe Time
 - Minnesota's earned sick and safe time (ESST) law goes into effect on January 1, 2024. We have added language suggested by the League of MN Cities to reflect the new law.
- Vacation Accrual & Max Accrual
 - The City believes that vacation is important to the health and well-being of our employees and as such, provides paid vacation for eligible employees for rest and recuperation. A minor adjustment to the vacation leave schedule for full-time employees was made to allow employees to start earning vacation at the start of employment and accrue 12 day per calendar year through their first 5 years of employment.
- Funeral Leave
 - Employees will be permitted to use up to four consecutive working days, with pay, as funeral leave upon the death of an immediate family member. This paid leave will not be deducted from the employee's accrued leave balance.



Personnel Policy

THE CITY OF OLIVIA
PERSONNEL POLICY HANDBOOK
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Article I. INTRODUCTION

Section 1.01 Purpose

It is the purpose of these policies to establish a uniform and equitable system of personnel administration for employees of the City of Olivia. These provisions do not establish terms and shall not be construed as contractual provisions. They are not intended to be all-inclusive or to cover every situation that may arise. These policies may be amended at any time at the sole discretion of the City and they will supersede all previous personnel policies. Except where noted otherwise, the City administrator or his/her designee is charged with ensuring compliance with these personnel policies. Revisions and amendments shall become effective upon approval by the City Council.

Except as otherwise prohibited by law, the City of Olivia has the right to terminate any employee at any time for any or no reason. Employees may similarly terminate employment at any time for any reason.

Section 1.02 Scope

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

1. Elected officials
2. City attorney
3. Members of City boards, commissions, and committees
4. Consultants and contractors
5. Volunteers, except as specifically noted for paid-on-call firefighters.

If any specific provisions of the personnel policies conflict with any current union agreement or civil service rules, the union agreement or civil service rules will prevail. Union employees are encouraged to consult their collective bargaining agreement first for information about their employment conditions. Nothing in these policies is intended to modify or supersede any applicable provision of state or federal law.

These policies serve as an information guide to help employees become better informed and to make their experience with the City more rewarding. Departments may have special work rules deemed necessary by the supervisor and approved by the City administrator for the achievement of objectives of that department. Each employee will be given a copy of such work rules by the department upon hiring and those rules will be further explained, and enforcement discussed with the employee by the immediate supervisor.

Section 1.03 EEO Policy Statement

The City of Olivia is committed to providing equal opportunity in all areas of employment, including but not limited to recruitment, hiring, demotion, promotion, transfer, selection, lay-off, disciplinary action, termination, compensation and selection for training. The City of Olivia will not discriminate against any employee or job applicant on the basis of race (including traits associated with race, including, but not limited to, hair texture and hair styles such as braids, locs and twists) color, creed, religion, national origin, ancestry, sex, sexual orientation, gender identity, or gender expression, disability, age, marital status, genetic information, status with regard to public assistance, veteran status, familial status, or

membership on a local human rights commission or lawful participation in the Minnesota Medical Cannabis Patient Registry.

Section 1.04 Data Practices Advisory

Employee records are maintained in a location designated by the City administrator. Personnel data is retained in personnel files, finance files, and benefit/medical files. Information is used to administer employee salary and benefit programs, process payroll, complete state and federal reports, document employee performance, etc.

Employees have the right to know what data is retained, where it is kept, and how it is used. All employee data will be received, retained, and disseminated according to the Minnesota Government Data Practices Act.

Section 1.05 Personal Communications and Use of Social Media

It is important for City employees to remember the personal communications of employees may reflect on the City, especially if employees are commenting on City business or commenting on issues that implicate their City employment. As City representatives, employees share in the responsibility of earning and preserving the public's trust in the City. An employee's own personal communications, such as on social media, can have a significant impact on the public's belief that all City staff will carry out City functions faithfully and impartially and without regard to factors such as race, sex/gender, religion, national origin, disability, sexual orientation, or other protected categories. Nonpersonal communications (performed within one's job duties) to members of the public must be professional at all times. The following guidelines apply to personal communications, including various forms such as social media (Facebook, Twitter, blogs, YouTube, etc.), letters to the editor of newspapers, and personal endorsements:

- Do not share any private or confidential information you have access to as a result of your City position.
- Any personal communications made on a matter of public concern must not disrupt the efficiency of the City's operation, including by negatively affecting morale. Put another way, such public comments must not undermine any City department's ability to effectively serve the public. Disruptive personal communications can include liking or republishing (sharing/retweeting) a social media post of another individual or entity. The City can act on the personal communication that violates this policy without waiting for the actual disruption.
- Remember what you write or post cannot easily be undone. It may also be spread to a larger audience than you intended. Use common sense when using email or social media sites. It is a good idea to refrain from sending or posting information or photos you would not want your boss or other employees to read, or you would be embarrassed to see in the newspaper. Keep in mind harassment, bullying, threats of violence, discrimination, or retaliation concerning a co-worker or between co-workers that would not be permissible in the workplace is not permissible online, even if it is done after hours, from home and on home computers.
- The City expects its employees to be fair, courteous, and respectful to supervisors, co-workers, citizens, customers, and other persons associated with the City. Avoid using statements, photographs, video or audio that reasonably may be viewed as malicious, obscene, threatening

or intimidating, disparaging, or might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of sex, race (including traits associated with race, including, but not limited to, hair texture and hairstyles such as braids, locs and twists) national origin, age, color, creed, religion, disability, marital status, familial status, veteran status, sexual orientation, gender identity, or gender expression, status with regard to public assistance or membership or activity in a local human rights commission.

- If you publish something related to City business and there is risk of confusion whether you are speaking on behalf of the City, it would be best to identify yourself and use a disclaimer such as, "These are my own opinions and do not represent those of the City of Olivia."
- City resources, working time, or official City positions cannot be used for personal profit or business interests, or to participate in personal political activity. Some examples: a building inspector could not use the City's logo, email, or working time to promote his/her side business as a plumber; a parks employee should not access a park after hours even though he or she may have a key; a clerk, while working at City Hall, should not campaign for a friend who is running for City Council.
- Personal social media account name or email names should not be tied to the City.

Article II. CITYWIDE WORK RULES & CODE OF CONDUCT

Section 2.01 Conduct as a City Employee

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

Honesty is an important organizational attribute to our City. Therefore, any intentional misrepresentation of facts or falsification of records, including personnel records, medical records, leaves of absence documentation or the like, will not be tolerated. Further, dishonesty in City positions may preclude workers from effectively performing their essential job duties. As just one example, a police officer with a credibility issue under a Brady/Giglio designation very likely will be excluded from providing testimony for court cases thereby creating an employment strain where an employee cannot effectively perform the essential functions of the job. Any violations will result in corrective action, up to and including termination.

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

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

- Maintain good attendance while meeting the goals set by an employee's supervisor.
- Approach our organization and operational duties with a positive attitude and constructively support open communication, creativity, dedication and compassion.

Section 2.02 Attendance & Absence

The operations and standards of service in the City of Olivia requires employees be at work unless valid reasons warrant absence, or an employee has a position approved to work remotely.

Employees who are going to be absent from work are required to notify their supervisor as soon as possible in advance of the absence. In the event of an unexpected absence, employees should call/text their supervisor before the scheduled starting time and keep in mind the following procedures:

- If the supervisor is not available at the time, the employee should leave a message with a telephone number where they can be reached and/or contact any other individual who was designated by the supervisor.
- Failure to use the established reporting process will be grounds for disciplinary action.
- The employee must call the supervisor on each day of an absence extending beyond one (1) day unless arrangements otherwise have been made with the supervisor.
- Employees who are absent for three days or more and who do not report the absence in accordance with this policy, will be considered to have voluntarily resigned not in good standing.
- The City may waive this rule if extenuating circumstances warranted such behavior.

This policy does not preclude the City from administering discipline for unexcused absences of less than three days. Individual departments may establish more specific reporting procedures.

Section 2.03 Access to and Use of City Property

Any employee who has authorized possession of keys, tools, cell phones, or other City-owned equipment must register their name and the serial number (if applicable) or identifying information about the equipment with their supervisor.

All such equipment must be turned in and accounted for by any employee leaving employment with the City in order to resign in good standing.

Section 2.04 Appearance

Departments may establish dress codes for employees as part of departmental rules. Personal appearance should be appropriate to the nature of the work and contact with other people, and should present a positive image to the public. Clothing, jewelry, or other items that could present a safety hazard are not acceptable in the workplace. Dress needs vary by function. Employees who spend a portion of the day in the field need to dress in a professional manner appropriate to their jobs, as determined by their supervisor. Employees may dress in accordance with their gender identity, within the constraints of the dress codes adopted by the City. City staff shall not enforce the City's dress code more strictly against transgender and gender diverse employees than other employees.

The following are examples of clothing and shoe choices that are never acceptable, but it is not an exhaustive list. When in doubt, consult with the City administrator.

- Clothing and/or accessories including offensive/inappropriate images or words, including images/words that are discriminatory or sexual
- Sweatpants, yoga pants and other exercise apparel
- Beach wear
- Shorts
- Very short skirts
- Shirts with writing or large logos (unless City or affiliated business organization logo)
- Spaghetti-strap tops or dresses unless covered by a jacket or sweater
- Crop tops, tank tops, halter tops or any clothing showing midriffs
- Sheer or revealing clothing
- Visible undergarments
- Flip-flops, house slippers, moccasins, Crocs shoes

Employees are allowed to wear jeans clean and free of rips, tears, fraying and not excessively tight or revealing.

Employees who need an accommodation associated with a protected status such as religion or disability should speak with the City administrator to obtain approval to deviate from this policy.

Section 2.05 Conflict of Interest

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

Section 2.06 Falsification of Records

No person shall knowingly make false statements, certificates, marks, ratings or reports in regard to any test, certificate, or appointment held or made under the City personnel systems, or in any manner commit or attempt to commit any fraud preventing the impartial execution of the personnel policies. Such acts will be cause for immediate disciplinary action, including termination and possibly grounds for criminal prosecution.

Section 2.07 Political Activity

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

Section 2.08 Smoking

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

Smoking of any kind, including pipes, cigars, cigarettes, vaping with e-cigarettes, cannabis and the use of chewing tobacco, is prohibited for employees while on duty. Employees 21 and over are allowed to smoke only during their breaks and lunch, and only in areas designated for that purpose.

Article III. DEFINITIONS

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

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

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

Benefit Earning Employees: Employees who are eligible for at least a pro-rated portion of City-provided benefits. Such employees must be year-round employees who work at least 30 hours per week on a regular basis.

Cultural Competence: the ability to interact effectively across difference. We acknowledge that a ‘one size fits all’ approach is not effective and actively seek ways to make our services accessible and culturally relevant.

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

Discrimination: unfair treatment because of a protected class status.

Diversity: Recognizes the unique differences of all individuals. This includes the many apparent and non-apparent ways which people differ in their identity such as: age, gender and gender identity, race, ethnicity, national origin, language, religious beliefs, sexual orientation, veteran status, gender identity, mental or physical ability, marital status, family status, or educational background.

Employee: An individual who has successfully completed all stages of the selection process, including the training period.

Equity: the principle of fairness by seeking to remove barriers and increase access to services. This includes understanding and acknowledging historical and ongoing inequities between groups of people and a commitment to actions that challenge those inequities.

Exempt Employee: Employees who are not covered by the overtime provisions of the federal or state Fair Labor Standards Act.

FICA (Federal Insurance Contributions Act): FICA is the federal requirement that a certain amount be automatically withheld from employees’ earnings. Specifically, FICA requires an employee contribution

of 6.2 percent for Social Security and 1.45 percent for Medicare. The City contributes a matching 7.65 percent on behalf of each employee. Certain employees are exempt or partially exempt from these withholdings (e.g., police officers). These amounts may change if required by law.

Fiscal Year: The period from Jan. 1 to Dec. 31.

Full-Time Employee: Employees who are required to work 40 or more hours per week year-round in an ongoing position.

Harassment: unwelcome conduct that is based on a protected class status that is intimidating, hostile or abusive. This includes sexual harassment.

Hours of Operation: The City's regular hours of operation are Monday through Friday, from 8:00 a.m. to 4:30 p.m.

Immediate Family Member: An employee's parent, child, grandparent, sibling or spouse.

Inclusion: an environment that is built on respect and which creates a sense of belonging for all who live and work here. By being inclusive we acknowledge and value individual contribution as well as the background and identity of those with whom we work, partner, or serve.

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

Part-Time Employee: Employees who are required to work less than 40 hours per week year-round in an ongoing position.

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

PERA (Public Employees Retirement Association): Statewide pension program in which all City employees meeting program requirements must participate in accordance with Minnesota law. The City and the employee each contribute to the employee's retirement account.

Promotion: Movement of an employee from one job class to another within the City, where the maximum salary for the new position is higher than that of the employee's former position.

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

Seasonal Employee: Employees who work only part of the year (100 days or less) to conduct seasonal work. Seasonal employees may be assigned to work a full-time or part-time schedule. Seasonal employees do not earn benefits or credit for seniority.

Serious Health Condition means an illness, injury, impairment, or physical or mental condition that involves one of the following:

Hospital Care: Any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility;

Pregnancy: Any period of incapacity due to pregnancy, prenatal medical care or childbirth;

Absence Plus Treatment: A period of incapacity of more than three consecutive calendar days that also involves continuing treatment by or under the supervision of a health care provider.

Chronic Conditions Requiring Treatments: An incapacity from a chronic condition which requires periodic visits for treatment by a health care provider, continues over an extended period of time, and may cause episodic rather than a continuing period of incapacity;

Permanent/Long-Term Conditions Requiring Supervision

Multiple Treatments: Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider.

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

Spouse: An individual lawfully married to another individual. Does not include domestic partners or common-law spouses.

Temporary Employee: Employees who work in temporary positions. Temporary jobs might have a defined start and end date or may be for the duration of a specific project. Temporary employees may be assigned to work a full-time or part-time schedule. Temporary employees do not earn benefits or credit for seniority.

Training/Probationary Period: A six-month period for regular staff and one-year period for police at the start of employment with the City (or at the beginning of a promotion, reassignment, or transfer) designated as a period within which to learn the job, unless covered by a collective bargaining agreement stating a different time frame. The training period is an integral extension of the City's selection process and is used by supervisors for closely observing an employee's work.

An employee serving the initial probationary period may be disciplined at the sole discretion of the City, up to and including dismissal. An employee so disciplined, including dismissal, will not have any grievance rights.

Nothing in this policy handbook shall be construed to imply after completion of the probationary period, an employee has any vested interest or property right to continued City employment.

Time served in temporary, seasonal, volunteer or interim positions are not considered part of the probationary period. If an emergency arises during an employee's probationary period which requires a leave of absence, such time off, if granted, will not be considered as time worked, and the probationary period will be extended by the length of time taken.

Transfer: Movement of an employee from one City position to another of equivalent pay.

Weapons: Weapons are defined to include all legal or illegal firearms, switchblade knives, or any other object modified to serve as a weapon or has the primary purpose of serving as a weapon.

Workweek: A workweek is seven consecutive 24-hour periods. For most employees the workweek will run from Sunday through the following Saturday. With the approval of the City administrator, departments may establish a different workweek based on coverage and service delivery needs (e.g., police department, fire department, parks and recreation department).

Article IV. EMPLOYEE RECRUITMENT & SELECTION

Section 4.01 Scope

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

Section 4.02 Features of the Recruitment System

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

Application for employment will generally be made online or by application forms provided by the City. Other materials in lieu of a formal application may be accepted in certain recruitment situations as determined by the City administrator or designee. Supplemental questionnaires may be required in certain situations. All candidates must complete and submit the required application materials by the posted deadline, in order to be considered for the position.

The deadline for application may be extended by the City administrator. Unsolicited applications will not be kept on file.

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

Section 4.03 Testing and Examinations

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

- Keyboarding exercises for data entry positions.
- Writing exercises for positions requiring writing as part of the job duties.
- “In-basket” exercise for an administrative support position (sets up real-life scenarios and items likely to be given to the position for action and asks the candidate to list and prioritize the steps they would take to complete the tasks).
- Mock presentation to the City Council for an EDA Director position, for example.
- Scenarios of situations police officers are likely to encounter on the job testing the candidate’s decision-making skills (can be role played or multiple-choice questions).

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

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

Section 4.04 Pre-Employment Medical Exams

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

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

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

If the candidate requires accommodation to perform one or more of the essential functions of the job, the City administrator or designee will confer with the physician and candidate regarding reasonable and acceptable accommodations. If a candidate is rejected for employment based on the results of the medical exam, he/she will be notified of this determination.

Section 4.05 Selection Process

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

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

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

Section 4.06 Background Checks

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

Section 4.07 Training/Probationary Period

The training/probationary period is an integral part of the selection process and will be used for the purpose of closely observing the employee's work and for training the employee in work expectations.

Training periods apply to new hires, transfers, promotions, and rehires. Training periods are six months in duration for regular staff and one year for police, but may be extended by, for example, an unpaid leave of absence.

Article V. ORGANIZATION

Section 5.01 Job Descriptions

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

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

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

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

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

Section 5.02 Work Hours

Employee work schedules and opportunities to work remotely will be established by supervisors with the approval of the City administrator. Except for police officers, the regular workweek for employees is five eight-hour days in addition to a lunch period, Monday through Friday, except as otherwise approved by the City administrator in accordance with the customs and needs of the individual departments.

Police officers and paid firefighters have a 28-consecutive-day work period. Police officers will be paid for overtime at one and one-half (1.5) times their regular hourly rate for hours worked in excess of 171 hours in a 28-consecutive-day period.

Section 5.03 Meal Breaks and Rest Periods

A paid twenty-minute break is allowed within each four consecutive hours of work. An unpaid 30 to 60 minute lunch period is provided when an employee works eight or more consecutive hours. Employees are expected to use these breaks as intended and will not be permitted to adjust work start time, end time, or lunch time by saving these breaks.

Police officers will be compensated for meal time (such as a lunch break or a dinner break) that occurs during their shift. For purposes of this Employee Manual, hours worked include any meal time in which police officers are not relieved of duties. In other words, meal time generally will be included in calculating the hours worked by a police officer.

Departments with unique job or coverage requirements may have additional rules, issued by the supervisor and subject to approval of the City administrator, on the use of meal breaks and rest periods.

Section 5.04 On-Call Hours

The nature of the City's operations requires that certain employees be placed on "on-call" status during non-working hours. Whether on-call time is included in "hours worked" depends on whether the time is spent predominantly for the City's benefit or the employee's benefit. "Hours worked" include time when an employee is involved in the performance of duties or is required to remain on the City's premises or so close to the City's premises that the employee cannot use the time effectively for the employee's own purposes. Generally, on-call time is not included in hours worked.

Police officers will be placed on "on-call" status during non-working hours. Employee will receive a stipend equal to one hour of pay at the employee's regular rate of pay for each weekday the employee is scheduled to be on-call. Employee will receive a stipend equal to two hours of pay at the employee's regular rate of pay for each Saturday, Sunday and legal holiday the employee is scheduled to be on-call. Such time shall not be considered to be hours worked. If the employee is called into service during non-working hours, the employee will receive pay for the greater of two hours or the actual hours worked at the rate of one and one-half (1.5) times the employee's regular rate of pay. This pay is in addition to pay for being on call.

Employees of the Water/Wastewater Department will be scheduled for on-call time. For each weekday that a Water/Wastewater Department employee is scheduled to be on-call, the employee will receive one hour of pay at the employee's regular rate of pay. For each Saturday, Sunday, and legal holiday that an employee is scheduled to be on-call, the employee will receive two hours of pay at the employee's regular rate of pay. If the employee is called into service during non-working hours, the employee will receive pay for the greater of two hours or the actual hours worked at the rate of one and one-half times the employee's regular rate of pay. This pay is in addition to pay for being on-call.

Employees of the Public Works Department have the potential to be placed on-call for the purpose of snow removal from the months of November through March. Public Works employees will be compensated \$200 each month to be paid on the second payroll of the month from November to March.

Section 5.05 Adverse Weather Conditions

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

In the event the City closes due to weather or other public emergency, see Article XII: Leaves of Absence section 10.01 for Earned Sick and Safe Leave.

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

Article VI. COMPENSATION

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

Compensation for seasonal and temporary employees will be set by the City Council at the time of hire.

Section 6.01 Direct Deposit

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

Section 6.02 Improper Deduction and Overpayment Policy

If an employee believes that an improper deduction or overpayment, or another type of error, has been made, they should immediately contact their supervisor. If the City determines it has made an improper deduction from a paycheck, it will reimburse the employee for the improper amount deducted and take good faith measures to prevent improper deductions from being made in the future.

In cases of improper overpayments, employees are required to repay the City in the amount of the overpayment promptly by the next pay period following the discovery of overpayment. The employee can write a personal check or authorize a reduction in pay to cover the repayment. The City will not reduce an employee's pay without written authorization by the employee. Once the overpayment has been recovered in full, the employee's year to date earnings and taxes will be adjusted (so that the year's Form W-2 is correct) and the paying department will receive the corresponding credit. When an overpayment occurs, the repayment must be made within the same tax year.

In the exceptional situation where the overpayment occurs in one tax year and is not discovered until the next year, the overpayment must be repaid in the year it is discovered, but there will be additional steps and paperwork required. Any overpayments not repaid in full within the calendar year of the overpayment are considered "prior year overpayments" and the employee must repay not only for the

net amount of the overpayment, but also the federal and state taxes the City has paid on their behalf. The City is able to recover the overpaid Social Security and Medicare taxes. Accordingly, the City will not require the employee to repay those taxes provided the employee provides a written statement that he/she will not request a refund of the taxes. The overpayment amount will remain taxable in the year of the overpayment since the employee had access to the funds. The employee is not entitled to file an amended tax return for the year but may be entitled to a deduction or credit with respect to the repayment in the year of repayment. Employees should contact their tax advisors for additional information.

Section 6.03 Time Reporting

Full-time, non-exempt employees are expected to work the number of hours per week as established for their position. In most cases, this will be 40 hours per workweek. They will be paid according to the time reported on their time sheets.

To comply with the provisions of the federal and state Fair Labor Standards Acts, hours worked, and any leave time used by employees are to be recorded daily and submitted to payroll on a bi-weekly basis.

Exempt employees are expected to accurately record their time and submit their timesheet to payroll every two weeks.

Each time reporting form must include the signature of the employee and immediate supervisor. Reporting false information on a time sheet may be cause for immediate termination.

Section 6.04 Overtime / Compensatory Time

The City of Olivia has established this overtime policy to comply with applicable state and federal laws governing accrual and use of overtime. The City administrator will determine whether each employee is designated as “exempt” or “non-exempt” from earning overtime.

In general, employees in executive, administrative, and professional job classes are exempt; all others are non-exempt.

Overtime Pay. Whenever possible, overtime must be approved in advance by a supervisor. As a matter of good management and efficiency, supervisors are expected to make every reasonable effort to minimize overtime and to conform to the regular schedule of working hours. However, from time to time, circumstances may arise which require that non-exempt employees perform overtime work. All employees are expected to work overtime when requested to do so by their supervisor or the City Administrator.

Pursuant to Section 207(k) of the Fair Labor Standards Act, the City declares that police officers have a 28-consecutive-day work period. Police officers will be paid for overtime at one and one-half times their regular hourly rate for hours worked in excess of 171 hours in a 28-consecutive-day period.

With the exception of police officers, “non-exempt” employees will be paid for overtime at one and one-half times their regular hourly rate for all hours worked in excess of 40 hours per week.

Except for vacation and holidays, hours that are not actually worked will not be counted in computing eligibility for overtime pay. Compensatory time off does not count toward overtime in that pay period.

Similarly, regardless of whether they are paid or unpaid, hours spent on sick leave or any other type of leave are not counted in determining whether an employee has worked more than forty hours during the week (171 hours for police in a 28-day period). For example, if a water department employee is paid for 48 hours and 8 of the hours are paid sick leave, the employee is not entitled to overtime pay because the employee did not actually work more than 40 hours. Conversely, based on the exception for vacation and holidays, if a water department employee is paid for 48 hours and 8 of the hours are holiday pay, the employee is entitled to overtime pay.

Compensatory Time. If you are a full-time, non-exempt employee and you perform overtime work, you may request in writing to receive compensatory time off in lieu of overtime pay before performing the overtime work. Employees may be asked to sign an agreement for the use of compensatory time. Employees must cooperate with their supervisor in scheduling compensatory time off. Employees will be permitted to use compensatory time within a reasonable time after making the written request, provided that the time off is scheduled so that it does not unduly disrupt the City's operations.

Compensatory time off in lieu of paid overtime is computed at the rate of one and one-half times for each hour of overtime worked. Employees may accumulate up to 80 hours of unused compensatory time before monetary overtime compensation will be paid. An employee may carryover no more than 40 hours of compensatory time at the end of the calendar year. An employee will not be paid for more than 40 hours of compensatory time on the last payroll period of the year. Compensatory time off does not count toward overtime in that pay period. The City maintains the discretion to require that employees exhaust compensatory time, or a portion of such time, before taking vacation.

Police Officers who work more than 171 hours in the 28-consecutive-day work period may also elect to receive compensatory time off in lieu of overtime pay.

Section 6.05 Non-Exempt (Overtime-Eligible) Employees

All overtime-eligible employees will be compensated at the rate of time-and-one-half for all hours worked over 40 in one workweek and 171 hours over a 28-day pay period for police. Vacation, earned sick and safe leave, and paid holidays do not count toward "hours worked." Compensation will take the form of either time-and-one-half pay or compensatory time. Compensatory time is paid time off at the rate of one-and-one-half hours off for each hour of overtime worked.

The employee's supervisor must approve overtime hours in advance. An employee who works overtime without prior approval may be subject to disciplinary action.

Overtime earned will be paid at the rate of time-and-one-half on the next regularly scheduled payroll date.

The maximum compensatory time accumulation for any employee is 80 hours per year. Once an employee has earned 80 hours of compensatory time in a calendar year, no further compensatory time may accrue in that calendar year. All further overtime will be paid. Employees may request and use compensatory time off in the same manner as other leave requests.

Employees may only carry over 40 hours of compensatory time into the following year. Compensatory time over 40 hours will be paid out at the end of each year.

All compensatory time will be marked as such on official time sheets, both when it is earned and when it is used.

Section 6.06 Exempt (Non-Overtime-Eligible) Employees

Exempt employees are expected to work the hours necessary to meet the performance expectations outlined by their supervisors.

Generally, to meet these expectations, and for reasons of public accountability, an exempt employee will need to work 40 or more hours per week.

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

Section 6.07 Leave Policy for Exempt Employees

Exempt employees are required to work the number of hours necessary to fulfill their responsibilities including evening meetings and/or on-call hours. The normal hours of business for exempt staff are Monday through Friday, 8 a.m. to 4:30 p.m., plus evening meetings as necessary.

Exempt employees are required to use paid leave when on personal business or away from the office for four hours or more, on a given day. Absences of less than four hours do not require use of paid leave as it is presumed that the staff member regularly puts in work hours above and beyond the normal 8 a.m. to 4:30 p.m. Monday through Friday. Exempt employees must communicate their absence to the City administrator or his/her designee.

Article XII. PERFORMANCE REVIEWS

An objective performance review system will be established by the City administrator or designee for the purpose of periodically evaluating the performance of City employees.

The quality of an employee's past performance will be considered in personnel decisions such as promotions, demotions, terminations and, where applicable, salary adjustments.

Performance reviews will be discussed with the employee. While certain components of a performance evaluation, such as disputed facts reported to be incomplete or inaccurate are challengeable using the City's grievance process, other performance evaluation data, including subjective assessments, are not. For those parts of the performance evaluation system deemed not challengeable, an employee may submit a written response, which will be attached to the performance review. Performance reviews are to be scheduled on an annual basis prior to an employee's anniversary date. The form, with all required signatures, will be retained as part of the employee's personnel file.

During the training/probationary period, informal performance meetings should occur frequently between the supervisor and the employee. Conducting these informal performance meetings provides both the supervisor and the employee the opportunity to discuss what is expected, what is going well and what needs improvement. A formal performance review should be conducted prior to the employees 6-month anniversary date in order for the employee to be removed from their probationary status and awarded a step increase.

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

Article XIII. BENEFITS

Section 8.01 Health, Short-Term Disability, Life Insurance, HSA Contribution

The City makes a competitive monthly contribution toward group health, short term disability, life insurance benefits and a health savings account contribution.

The City currently pays 100% of the premium for group term life, accidental death and dismemberment and short-term disability. The City will pay 100% of the cost of the individual premium, and 80% of the cost of family premium for full-time employees for group health insurance.

In accordance with federal health care reform laws and regulations, while avoiding penalties, the City will offer health insurance benefits to eligible employees and their dependents that work on average or are expected to work 30 or more hours per week or the equivalent of 130 hours or more per month. Permanent Part-time employees, defined as an employee who has been hired to work a defined, regular schedule of at least 30 hours and less than 40 hours per week throughout the calendar year shall be eligible to receive health insurance benefits at a level equal to 75% of the benefit level of full-time employees. Part-time employees enjoy only those additional benefits that the City is required to provide by law. Temporary employees are not eligible for benefits

A full-time employee could choose to decline City-provided health insurance coverage and receive \$100 per pay period as an incentive for choosing such an option if they could demonstrate they had minimum essential coverage under another insurance plan from an alternate source

Section 8.02 Retirement/PERA

The City participates in the Public Employees Retirement Association (PERA) to provide pension benefits for its eligible employees to help plan for a successful and secure retirement. Participation in PERA is mandatory for most employees, and contributions into PERA begin immediately.

The City and the employee contribute to PERA each pay period as determined by state law. Most employees are also required to contribute a portion of each paycheck for Social Security and Medicare (the City matches the employee's Social Security and Medicare withholding for many employees). For information about PERA eligibility and contribution requirements, contact PERA.

PERA Fund. Qualified employees of the City are covered by the Public Employees Retirement Association (PERA). The City matches employee contributions to the PERA fund. Although the City's Finance Officer maintains certain data on PERA contributions, the City cannot make any representations regarding eligibility or the specific benefits that are available through PERA. Questions regarding specific benefits should be directed to PERA.

Firefighters' Fund. Volunteer firefighters are generally covered by a pension fund that is administered and made available by the Firemen's Relief Association. The City makes certain contributions to the maintenance of the Fireman's Relief Association fund.

Police Fund. Police Department employees are generally covered by the Public Employees Police and Fire Fund Retirement Association. Both the City and employees of the Police Department contribute to the fund.

Deferred Compensation Plan. The City has adopted a deferred compensation plan for employees to participate in. Employees must enter into a written agreement authorizing deductions for deferred compensation. Please refer to your summary plan description for more information.

Severance. An employee who retires in good standing and is not immediately eligible for PERA retirement benefits will be paid for one-half of his/her accumulated sick leave, not to exceed nine hundred sixty (960) hours, at his/her regular rate of pay. Thus, upon retiring, such an employee will be paid at his/her straight time rate of pay for up to 480 hours of accumulated sick leave. In addition, such an employee will be paid for any unused compensatory time and for the value of his/her unused vacation leave, with one week of vacation being equal in value to a regular work week at the employee's regular rate of pay.

Health Care Savings Plan. The City has entered into a Health Care Savings Plan ("HCSP"), which is administered by the Minnesota State Retirement System for all full-time employees. If an employee retires and is immediately eligible for PERA retirement benefits, the City will pay the following into the HCSP: (1) one-half of the employee's accumulated sick leave at the employee's straight time rate of pay, with payment not to exceed 480 hours; (2) the value of the employee's unused vacation leave, with one week of vacation being equal in value to a regular work week at the employee's regular rate of pay; and (3) any unused compensatory time, provided that the employee has entered into an agreement with the City permitting the compensatory time to be cashed-out in this manner.

Article IX. HOLIDAYS

The City recognizes the following as paid holidays for all regular full-time and part-time employees who work at least 30 hours:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day

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

When a holiday falls on a Sunday, the following Monday will be the “observed” holiday and when a holiday falls on a Saturday, the preceding Friday will be the “observed” holiday for City operations/facilities closed on holidays.

Full-time employees will receive pay for official holidays at their normal straight time pay rates, provided they are on paid status on the last scheduled day prior to the holiday and first scheduled day immediately after the holiday. Part-time employees working at least 30 hours a week will receive prorated holiday pay based on the number of hours normally scheduled. Any employee on a leave of absence without pay from the City is not eligible for holiday pay.

Premium pay of one and one-half times the regular hourly wage for employees required to work on a holiday will be for hours worked on the “actual” holiday as opposed to the “observed” holiday.

Police officers who do not work on holidays will receive holiday pay at their regular rate for a 12-hour day. If a non-exempt police officer is required to work on a holiday, the employee will be paid at one and one-half times his/her regular rate of pay in addition to the 12 hours of holiday pay.

Article X. LEAVES OF ABSENCE

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

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

Section 10.01 Earned Sick and Safe Leave

Full-time employees, except police officers, will accrue eight hours (equivalent to 1 working day) of Earned Sick and Safe Leave per month at their regular straight time rate of pay. An employee may accumulate up to 96 hours of Earned Sick and Safe Leave per calendar year.

Part-time employees who work at least 30 hours per week on a regular basis will accrue earned sick and safe leave on a prorated basis of the full-time employee schedule.

Part-time employees who work less than 30 hours per week on a regular basis, temporary and seasonal employees will accrue 1 hour of earned sick and safe leave for every 30 hours worked.

Police officers will accrue 12 hours (equivalent to 1 working day) of Earned Sick and Safe Leave per month at their regular straight time rate of pay. An employee may accumulate up to 132 hours of Earned Sick and Safe Leave per calendar year

Carry-Over and Maximum Accumulation. An employee may carry-over accumulated Earned Sick and Safe Leave from year to year up to a maximum of 960 hours. A full-time employee who voluntarily resigns or retires in good standing and is not immediately eligible for PERA retirement benefits will be paid for one-half of his/her accumulated Earned Sick and Safe Leave, not to exceed 960 hours, at his/her

straight time rate of pay. Thus, upon resigning or retiring, such an employee will be paid at his/her straight time rate of pay for up to 480 hours of accumulated Earned Sick and Safe Leave.

If a full-time employee retires and is immediately eligible for PERA retirement benefits, the City will pay one-half of the employee's accumulated Earned Sick and Safe Leave, not to exceed 960 hours, to the employee's Health Care Savings Plan ("HCSP"). Thus, upon retirement, payment for up to 480 hours of accumulated Earned Sick and Safe Leave will be made to the employee's HCSP at the employee's straight time rate of pay.

(a) Earned Sick and Safe Leave Use

The leave may be used as it is accrued and in the smallest increment of time tracked by the City's payroll system for the following circumstances:

- An employee's own:
 - Mental or physical illness, injury or other health condition
 - Need for medical diagnosis, care or treatment, of a mental or physical illness
 - injury or health condition
 - Need for preventative care
 - Closure of the employee's place of business due to weather or other public emergency
 - The employee's inability to work or telework because the employee is prohibited from working by the City due to health concerns related to the potential transmission of a communicable illness related to a public emergency, or seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and the employee has been exposed to a communicable disease or the City has requested a test or diagnosis.
 - Absence due to domestic abuse, sexual assault, or stalking of the employee provided the absence is to:
 - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking
 - Obtain services from a victim services organization
 - Obtain psychological or other counseling
 - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault or stalking
 - Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking
 - Care of a family member:
 - With mental or physical illness, injury or other health condition Who needs medical diagnosis, care or treatment of a mental or physical illness, injury or other health condition Who needs preventative medical or health care Whose school or place of care has been closed due to weather or other public emergency When it has been determined by health authority or a health care professional that the presence of the family member of the employee in the community would jeopardize the health of others because of the exposure of the family member of the employee to a communicable disease, whether or not the family member has actually contracted the communicable disease
 - Absence due to domestic abuse, sexual assault or stalking of the employee's family member provided the absence is to:

- Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking
- Obtain services from a victim services organization
- Obtain psychological or other counseling
- Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault or stalking
- Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking

(b) For Earned Sick and Safe Leave purposes, family member includes an employee's:

- Spouse or registered domestic partner
- Child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in loco parentis
- Sibling, step sibling or foster sibling
- Biological, adoptive or foster parent, stepparent or a person who stood in loco parentis when the employee was a minor child
- Grandchild, foster grandchild or step grandchild
- Grandparent or step grandparent
- A child of a sibling of the employee
- A sibling of the parent of the employee or
- A child-in-law or sibling-in-law
- Any of the above family members of a spouse or registered domestic partner
- Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship
- Up to one individual annually designated by the employee

(c) Advance Notice for use of Earned Sick and Safe Leave

If the need for sick and safe leave is foreseeable, the City requires seven days' advance notice. However, if the need is unforeseeable, employees must provide notice of the need for Earned Sick and Safe time as soon as practicable. When an employee uses Earned Sick and Safe time for more than three consecutive days, the City may require appropriate supporting documentation (such as medical documentation supporting medical leave, court records or related documentation to support safety leave). However, if the employee or employee's family member did not receive services from a health care professional, or if documentation cannot be obtained from a health care professional in a reasonable time or without added expense, then reasonable documentation may include a written statement from the employee indicating that the employee is using, or used, Earned Sick and Safe Leave for a qualifying purpose. The City will not require an employee to disclose details related to domestic abuse, sexual assault, or stalking or the details of the employee's or the employee's family member's medical condition. In accordance with state law, the City will not require an employee using Earned Sick and Safe leave to find a replacement worker to cover the hours the employee will be absent.

(d) Retaliation prohibited

The City shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting Earned Sick and Safe Leave rights, requesting an Earned Sick and

Safe Leave absence, or pursuing remedies. Further, use of Earned Sick and Safe Leave will not be factored into any attendance point system the City may use. Additionally, it is unlawful to report or threaten to report a person or a family member’s immigration status for exercising a right under Earned Sick and Safe Leave.

(e) Benefits and return to work protections

During an employee’s use of Earned Sick and Safe Leave, an employee will continue to receive the City’s employer insurance contribution as if they were working, and the employee will be responsible for any share of their insurance premiums.

An employee returning from time off using accrued Earned Sick and Safe Leave is entitled to return to their City employment at the same rate of pay received when their leave began, plus any automatic pay adjustments that may have occurred during the employee’s time off. Seniority during Earned Sick and Safe Leave absences will continue to accrue as if the employee has been continually employed.

When there is a separation from employment with the City and the employee is rehired again within 180 days of separation, previously accrued Earned Sick and Safe Leave that had not been used will be reinstated. An employee is entitled to use and accrue Earned Sick and Safe Leave at the commencement of reemployment.

(f) Donation of Unused Sick Leave

Upon approval of the City Administrator an employee may donate up to one week of accumulated sick leave, at the donee’s rate of pay; to another employee who is suffering from a serious health condition.

Section 10.02 Vacation Leave

The City believes that vacation is important to the health and well-being of our employees and as such, provides paid vacation for eligible employees for rest and recuperation.

Vacation Leave Schedule

<u>Years of Service</u>	<u>Annual Accrual (days)</u>	<u>Max Accrual Amount (days)</u>
Start of employment through 5 years	12	18
6 years through 10 years	15	22.5
11 years through 15 year	20	30
16 years through 20 years	25	37.5
21 years plus	25 plus 1 day for every additional year of service beyond 21 with a cap of 30	45

(a) Eligibility

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

Part-time employees who work at least 30 hours per week on a regular basis will accrue vacation leave on a prorated basis of the full-time employee schedule.

Part-time employees who work less than 30 hours per week on a regular basis, temporary and seasonal employees will not earn or accrue vacation leave.

(b) Accrual Rate

For the purpose of determining an employee's vacation accrual rate, years of service will include all continuous time that the employee has worked at the City (including authorized unpaid leave). Employees who are rehired after terminating City employment will not receive credit for their prior service unless specifically negotiated at the time of hire.

(c) Earnings and Use

An employee will not earn any vacation leave for any pay period unless they are employed by the City on the last scheduled workday of the pay period. Further, vacation leave will stop accruing as of the effective date of termination. Requests for vacation must be received at least 48 hours in advance of the requested time off. This notice may be waived at the discretion of the supervisor and City administrator.

Vacation can be requested in increments as small as one hour up to the total amount of the accrued leave balance. Vacation leave is to be used only by the employee who accumulated it. It cannot be transferred to another employee. Employees may accrue vacation leave up to a maximum of one-and-a-half (1-1/2) times the employee's annual accrual rate. No vacation will be allowed to accrue in excess of this amount without the approval of the City Council. Vacation leave cannot be converted into cash payments except at termination.

(d) Vacation Separation Payout

Full-time employees and regular part-time employees working 30 hours per week will be paid accrued, unused vacation, earned through the last date of active employment, subject to applicable caps as noted above, (and applicable taxes withheld) following termination of employment. The rate of pay will be the employee's base rate of pay at the employee's termination date. Employees have the option of directing those dollars into a 457 deferred compensation plan (subject to IRS maximum deferral regulations and Minnesota law). In the event of the employee's death, earned, unused vacation time will be paid to the employee's surviving spouse directly, (if there is not personal representative of the estate appointed) up to statutory limits.

Section 10.03 Funeral Leave

Employees will be permitted to use up to four consecutive working days, with pay, as funeral leave upon the death of an immediate family member. This paid leave will not be deducted from the employee's accrued leave balance.

The actual amount of time off, and funeral leave approved, will be determined by the supervisor or City administrator depending on individual circumstances.

Section 10.04 Military Leave

State and federal laws provide protection and benefits to City employees who are called to military service, whether in the reserves or on active duty. Such employees are entitled to a leave of absence without loss of pay, seniority status, efficiency rating, or benefits for the time the employee is engaged in

training or active service not exceeding a total of 15 workdays in any calendar year. City compensation is in addition to the military pay for these 15 days, as per MN Attorney General's Opinion.

The leave of absence is only in the event the employee returns to employment with the City as required upon being relieved from service or is prevented from returning by physical or mental disability or other cause not the fault of the employee or is required by the proper authority to continue in military or naval service beyond the 15-day paid leave of absence. Employees on extended unpaid military leave will receive 15 days paid leave of absence in each calendar year, not to exceed five years. Where possible, notice is to be provided to the City at least 10 working days in advance of the requested leave. A training notice, signed orders, or battle assembly schedule are examples of typical written notification to share with the City.

If an employee has not yet used his/her 15 days of paid leave when called to active duty, any unused paid time will be allowed for the active-duty time, prior to the unpaid leave of absence.

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

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

Section 10.05 Military Leave for Family Members

The City will not discharge from employment or take adverse employment action against an employee because an immediate family member is in the military forces of the United States or Minnesota. Nor will the City discharge from employment or take adverse employment action against an employee because they attend departure or homecoming ceremonies for deploying or returning personnel, family training or readiness events or events held as part of official military reintegration programs. Employees may substitute paid leave if they choose to do so.

Unless the leave would unduly disrupt the operations of the City, employees whose immediate family member, as a member of the United States armed forces has been ordered into active service in support of a war or other national emergency, will be granted an unpaid leave of absence, not to exceed one day's duration in any calendar year, to attend a send-off or homecoming ceremony for the mobilized service member.

Section 10.06 Military Leave for Family Member Injured or Killed in Active Service

Employees will be granted up to ten working days of unpaid leave whose immediate family member is a member of the United States armed forces who has been injured or killed while engaged in active service. The 10 days may be reduced if an employee elects to use appropriate accrued paid leave.

Section 10.07 Civil Air Patrol

The City will grant employees an unpaid leave of absence for time spent serving as a member of the Civil Air Patrol upon request and authority of the State or any of its political subdivisions, unless the absence would unduly disrupt the operations of the City. Employees may choose to use vacation or PTO leave while on Civil Air Patrol Leave but are not required to do so.

Section 10.08 Jury Duty

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

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

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

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

Section 10.09 Court Appearances

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

Section 10.10 Victim or Witness Leave

An employer must allow a victim or witness, who is subpoenaed or requested by the prosecutor to attend court for the purpose of giving testimony to attend criminal proceedings related to the victim's case. Additionally, a victim of a violent crime, as well as the victim's spouse or immediate family member (immediate family member includes parent, spouse, child or sibling of the employee) may have reasonable time off from work to attend criminal proceedings related to the victim's case. An employee must give 48 hours advance notice to the City of their need to be absent unless it is impracticable, or an emergency prevents them from doing so. The City may request verification that supports the employee's reason for being absent from the workplace. [See also: Safety Leave under the Sick Leave Policy for additional information on leave benefits available to employees and certain family members].

Section 10.11 Job Related Injury or Illness

All employees are required to report any job-related illnesses or injuries to their supervisor immediately (no matter how minor).

If a supervisor is not available and the nature of injury or illness requires immediate treatment, the employee is to go to the nearest available medical facility for treatment and, as soon as possible, notify their supervisor of the action taken. In the case of a serious emergency, 911 should be called.

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

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

Section 10.12 Pregnancy and Parenting Leave

All employees are entitled to take an unpaid leave of absence under the Pregnancy and Parenting Leave Act of Minnesota. Female employees for prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions as well as a biological or adoptive parent in conjunction with after the birth or adoption of a child as eligible for up to 12 weeks of unpaid leave and must begin within 12 months of the birth or adoption of the child. In the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital. Employee should provide reasonable notice, which is at least 30 days. If the leave must be taken in less than 30 days, the employee should give as much notice as practicable.

Employees are required to use accrued leave during Parenting Leave. If the employee has any FMLA eligibility remaining at the time this leave commences, this leave will also count as FMLA leave. The two leaves will run concurrently. The employee is entitled to return to work in the same position and at the same rate of pay the employee was receiving prior to commencement of the leave.

Group insurance coverage will remain available while the employee is on leave pursuant to the Pregnancy and Parenting Leave Act, but the employee will be responsible for the entire premium unless otherwise provided in this policy (i.e., where leave is also FMLA qualifying).

For employees on an FMLA absence as well, the employer contributions toward insurance benefits will continue during the FMLA leave absence.

An employer shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting parental leave rights or remedies.

Section 10.13 Administrative Leave

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

Section 10.14 Adoptive Parents

Adoptive parents will be given the same opportunities for leave as biological parents (see provisions for Parenting Leave).

The leave must be for the purpose of arranging the child's placement or caring for the child after placement. Such leave must begin before or at the time of the child's placement in the adoptive home.

Section 10.15 School Conference Leave

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

Section 10.16 Bone Marrow/Organ Donation Leave

Employees working an average of 30 or more hours per week may take paid leave, not to exceed 40 hours, unless agreed to by the City, to undergo medical procedures to donate bone marrow or an organ. The 40 hours is over and above the amount of accrued time the employee has earned.

The City may require a physician's verification of the purpose and length of the leave requested to donate bone marrow or an organ. If there is a medical determination that the employee does not qualify as a bone marrow or organ donor, the paid leave of absence granted to the employee prior to that medical determination is not forfeited.

Section 10.17 Elections / Voting

An employee selected to serve as an election judge pursuant to Minnesota law, will be allowed time off with pay for purposes of serving as an election judge.

All employees eligible to vote at a State general election, at an election to fill a vacancy in the office of United States Senator or Representative, or in a Presidential primary, will be allowed time off with pay to vote on the election day. Employees may be absent from work for the time necessary to vote to include voting during the period allowed for voting in person before election day.

Section 10.18 Delegates to Party Conventions

An employee may be absent from work to attend any meeting of the state central committee or executive committee of a major political party if the employee is a member of the committee. The employee may attend any convention of a major political party delegate, including meetings of official convention committees if the employee is a delegate or an alternate delegate to that convention.

Per the statutory requirement, the employee must give at least 10 days written notice of their planned absence to attend committee meetings or conventions. Time away from work for this purpose will be considered unpaid unless the employee chooses to use vacation/ PTO leave during their absence.

Section 10.19 Regular Leave without Pay

The City administrator may authorize leave without pay for up to 30 days. Leave without pay for greater periods may be granted by the City Council.

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

If an employee is on a regular leave without pay and is not working any hours, the employee will not accrue (or be paid for) holidays, sick leave, or vacation leave. Employees who are working reduced hours while on this type of leave will receive holiday pay on a prorated basis and will accrue sick leave and vacation leave based on actual hours worked.

Leave without pay hours will not count toward seniority and all accrued vacation leave and compensatory time must normally be used before an unpaid leave of absence will be approved.

To qualify for leave without pay, an employee need not have used all sick leave earned unless the leave is for medical reasons. Leave without pay for purposes other than medical leave or work-related injuries will be at the convenience of the City.

Employees returning from a leave without pay for a reason other than a qualified Parenting Leave, or FMLA, will be guaranteed return to the original position.

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

Section 10.20 Reasonable Work Time for Nursing Mothers

Nursing mothers and lactating employees will be provided reasonable paid break times (which may run concurrently with already provided break times) to express milk.

The City will provide a clean, private and secure room (other than a bathroom) as close as possible to the employee's work area, that is shielded from view and free from intrusion from coworkers and the public and includes access to an electrical outlet, where the nursing mother can express milk in private.

An employer shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting nursing rights or remedies.

Section 10.21 Light Duty/Modified Duty Assignment

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

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

When an employee is unable to perform the essential requirements of their job due to a temporary disability, they will notify the supervisor in writing as to the nature and extent of the disability and the reason why they are unable to perform the essential functions, duties, and requirements of the position. This notice must be accompanied by a physician's report containing a diagnosis, current treatment, and any work restrictions related to the temporary disability.

The notice must include the expected time frame regarding return to work with no restrictions, meeting all essential requirements and functions of the City's job description along with a written request for light duty. Upon receipt of the written request, the supervisor is to forward a copy of the report to the City administrator. The City may require a medical exam conducted by a physician selected by the City to verify the diagnosis, current treatment, expected length of temporary disability, and work restrictions.

It is at the discretion of the City administrator whether or not to assign light duty work to the employee. Although this policy is handled on a case-by-case basis.

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

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

Section 10.22 Reasonable Accommodations to an Employee for Health Conditions Relating to Pregnancy

The City will attempt to provide a female employee who requests reasonable accommodation with the following for her health conditions related to her pregnancy or childbirth without advice of a licensed health care provider or certified doula:

- More frequent or longer restroom, food, and water breaks.
- Seating; and/or
- Limits on lifting over 20 pounds.

Additionally, an employer must provide reasonable accommodations, including, but not limited to, temporary leaves of absence, modification in work schedule or job assignments, seating, more frequent or longer break periods and limits to heavy lifting to an employee for health conditions related to pregnancy or childbirth upon request, with the advice of a licensed health care provider or certified doula, unless the employer demonstrates the accommodation would impose an undue hardship on the operation of the employer's business. In accordance with state law, no employee is required to take a leave of absence for a pregnancy nor accept a pregnancy accommodation.

An employer shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting reasonable accommodations pregnancy rights or remedies.

Article XI. FAMILY AND MEDICAL LEAVE POLICY

SECTION 11.01 Eligibility

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

- Have worked for the City for 12 months (or 52 weeks) prior to the date the leave is to commence. The 12 months or 52 weeks need not have been consecutive; however, the City will not consider any service seven years prior to the employee's most recent hire date.
- Have worked at least 1,250 hours during the 12-month period prior to the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act ("FLSA") determine the number of hours worked by an employee. The 1250 hours include only on-the-clock hours worked and do not include leave, PTO, or vacation hours.

SECTION 11.02 Types of Leave Covered by FMLA

Leave will be granted to all eligible employees for any of the following reasons:

- The birth of a child, including prenatal care, or placement of a child with the employee for adoption or foster care;
- To care for a spouse, child, or parent who has a serious health condition;
- Due to a serious health condition that makes the employee unable to perform the essential functions of the position;
- A covered military member's active duty or call to duty or to care for a covered military member (Military Caregiver and Qualified Exigency Leave) (described below).

SECTION 11.03 Length and Amount of Leave

The length of FMLA leave is not to exceed 12 weeks in any 12-month period. The leave year is calculated based on a looking forward basis.

The entitlement to FMLA leave for the birth or placement of a child for adoption expires 12 months after the birth or placement of that child.

SECTION 11.04 How Leave May Be Taken

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

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

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

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

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

SECTION 11.05 Procedure for Requesting Leave and Notice

All employees requesting FMLA leave must provide written or verbal notice of the need for the leave to the City administrator.

When the need for the leave is foreseeable, the employee must give verbal or written notice to his/her supervisor at least 30 days prior to the date on which leave is to begin.

If 30 days' notice cannot be given, the employee is required to give as much notice as practicable, including following required call-in procedures.

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

SECTION 11.06 Certification and Documentation Requirements

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

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

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

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

SECTION 11.07 Second and Third Medical Opinions

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

SECTION 11.08 Annual Medical Certification and Recertification

Where the employee's need for leave due to the employee's own serious health condition lasts beyond a single leave year, the City will require employees to provide a new medical certification in each subsequent leave year.

SECTION 11.9 Reinstatement

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

SECTION 11.10 Group Health Insurance and Other Benefits, Concurrent Leave and Substitution of Paid Leave

An employee granted leave under this policy will continue to be covered under the City's group health and dental insurance plan under the same conditions and at the same level of City contribution as would have been provided had the employee been continuously employed during the leave period. The employee will be required to continue payment of the employee portion of group insurance coverage while on leave. Arrangements for payment of the employee's portion of premiums must be made by the employee with the City.

If there are changes in the City's contribution levels while the employee is on leave, those changes will take place as if the employee were still on the job.

Rights to additional continued benefits will depend on whether leave is paid or unpaid.

Any paid disability leave benefits (Short Term Disability or Long Term Disability), sick leave, Paid Time Off (PTO) or compensatory time off available to employees for a covered reason (an employee's serious health condition or a covered family member's serious health condition, including worker's compensation leave and Minnesota State Parenting Leave) will run concurrently with FMLA.

SECTION 11.11 Failure to Return to Work After FMLA

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

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

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

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

SECTION 11.12 Unpaid Medical Leave of Absence

If an employee is ineligible for FMLA leave or has exhausted available FMLA leave benefits, it is the policy of the City to consider an employee's request for a medical or personal leave of absence. The amount of medical leave available to each employee will be determined on a case-by-case basis depending on the position held, staffing requirements, the reasons for the leave, and the anticipated return-to-work date. Employees who take unpaid medical leave are not guaranteed to return to the same position held prior to taking leave.

Employees seeking a medical leave of absence will be required to present medical documentation to support the need for the leave, on-going documentation to support the need for continued leave, and documentation to support a return to work.

During Unpaid Medical Leave, employees will be expected to keep in regular contact with human resources. When you anticipate your return to work, please notify human resources of your expected return date at least one week before the end of your leave.

Employees on an Unpaid Medical Leave of Absence may be subject to COBRA notice and continuation benefits and will be solely responsible for payment of the entire COBRA.

Failure to keep in touch with management during your leave, failure to advise management of your availability to return to work, or failure to return to work following leave will be considered a voluntary

Article XII. DIVERSITY, EQUITY AND INCLUSION

Section 12.01 General

The City of Olivia is committed to fostering, cultivating, and preserving a culture of diversity, equity and inclusion. Our policy is to be welcoming, safe, and equitable to all employees and members of the community. By embracing the diversity of our workforce and community, the City seeks to not only meet, but also exceed, our obligations under federal and state law. The goal of our policy is for the work environment to be free of harassment, discrimination, and retaliation.

Furthermore, it is our belief that:

- We are more efficient when all are valued and included.
- We are more effective when we leverage our different ideas, backgrounds and identities.

- We are more responsive when we acknowledge and reflect the identity and experience of our residents and colleagues.

Section 12.02 Policy Statement

It is the City's policy to respect culture and reduce bias in our workplace and service delivery.

The commitment to inclusion, diversity, and equity influences the work that is performed by the City, the workplace environment, relationships between employees, and relationships between the City and community.

While individual employees have their own beliefs and values, performing work on behalf of the City requires upholding cultural competence and respect to ensure work occurs that not only meets, but also exceeds, our obligations under federal and state law.

The City of Olivia values all diversity and recognizes individual protected-class status as defined under state and federal law and seeks to ensure equal opportunities in all phases of employment. The City expects each employee to cooperate to achieve this goal and personally stand behind the principles as defined within this policy.

All employees of the City are expected to act and perform their work professionally, including respecting cultural differences.

Pursuant to the City's Sexual Harassment Policy, discrimination, including harassment, will not be tolerated. Any employee found to have exhibited any inappropriate conduct or behavior may be subject to disciplinary action.

Employees who believe they have been subjected to any kind of discrimination that conflicts with this policy should follow the reporting procedures within the City's Sexual Harassment Policy.

ARTICLE XIII. SEXUAL HARRASSMENT PREVENTION

Section 13.01 General

The City of Olivia is committed to creating and maintaining a public service workplace free of harassment and discrimination. Such harassment is a violation of Title VII of the Civil Rights Act of 1964, the Minnesota Human Rights Act, and other related employment laws.

In keeping with this commitment, the City maintains a strict policy prohibiting unlawful harassment, including sexual harassment. This policy prohibits harassment in any form, including verbal and physical harassment. Discriminatory behavior includes inappropriate remarks about, or conduct related to a person's legally protected characteristic such as race, (including traits associated with race, including, but not limited to, hair texture and hair styles such as braids, locs and twists), color, creed, religion, national origin, disability, sex, gender, pregnancy, marital status, age, sexual orientation, gender identity, or gender expression, familial status, or status with regard to public assistance.

This policy statement is intended to make all employees, volunteers, members of boards and commissions, applicants, contractors/vendors, and elected officials and members of the public aware of the matter of harassment, but specifically sexual harassment, to express the City's strong disapproval of

harassment, to advise employees against this behavior and to inform them of their rights and obligations. The most effective way to address any sexual harassment issue is to bring it to the attention of management.

Section 13.02 Applicability

Maintaining a work environment free from harassment is a shared responsibility.

This policy is applicable to all City employees, volunteers, applicants, contractors/vendors, members of boards and commissions, City Council members, and members of the public both in the workplace and other City-sponsored social events.

Section 13.03 Sexual Harassment Defined

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

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

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

- Unwelcome or unwanted sexual advances. This means stalking, patting, pinching, brushing up against, hugging, cornering, kissing, fondling or any other similar physical contact considered unacceptable by another individual.
- Verbal or written abuse, making jokes, or comments that are sexually oriented and considered unacceptable by another individual. This includes comments about an individual's body or appearance where such comments go beyond mere courtesy, telling "dirty jokes" or any other tasteless, sexually oriented comments, innuendos or actions that offend others. The harassment policy applies to social media posts, tweets, etc., that are about or may be seen by employees, customers, etc.
- Requests or demands for sexual favors. This includes subtle or obvious expectations, pressures, or requests for any type of sexual favor, along with an implied or specific promise of favorable treatment (or negative consequence) concerning one's current or future job.

Section 13.04 Expectations

The City of Olivia recognizes the need to educate its employees, volunteers, members of boards and commissions, contractors/vendors, applicants, elected officials and members of the public on the subject of sexual harassment and stands committed to providing information and training. All employees are

expected to treat each other and the general public with respect and assist in fostering an environment free from offensive behavior or harassment.

Violations of this policy may result in discipline, including possible termination. Each situation will be evaluated on a case-by-case basis.

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

1. A supervisor
2. Your supervisor's supervisor
3. Human Resources
4. City administrator
5. Mayor or City councilmember
6. City Attorney

In addition to notifying one of the above persons and stating the nature of the harassment, the employee is also encouraged to take the following steps, if the person feels safe and comfortable doing so. If there is a concern about the possibility of violence, the individual should use his/her discretion to call 911, and/or take other reasonable action, and as soon as feasible, a supervisor.

1. Communicate to the harasser the conduct is unwelcome. Professionally, but firmly, tell whoever is engaging in the disrespectful behavior how you feel about their actions, and request the person to stop the behavior because you feel intimidated, offended, or uncomfortable. If practical, bring a witness with you for this discussion.
2. In some situations, such as with an offender from the public, it is preferable to avoid one on one interactions. Talk to your supervisor about available options to ensure there are others available to help with transactions with an offender.
3. To reiterate, it's important you notify a supervisor, the City administrator, the mayor or councilmember of your concerns promptly. Any employee who observes sexual harassment or discriminatory behavior, or receives any reliable information about such conduct, must report it promptly to a supervisor or the City administrator. The person to whom you speak is responsible for documenting the issues and for giving you a status report on the matter. If, after what is considered to be a reasonable length of time (for example, 30 days), you believe inadequate action is being taken to resolve your complaint/concern, the next step is to report the incident to the City administrator, the mayor or the City attorney.

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

In the case of a sexual harassment complaint, a supervisor must report the allegations promptly to the City administrator. If the City administrator is the subject of the complaint, then the supervisor is to report the complaint to the City Attorney. A supervisor must act upon such a report even if requested otherwise by the victim. The City will take proportionate corrective action to correct any and all reported harassment to the extent evidence is available to verify the alleged harassment and any related retaliation.

As noted later in this policy, retaliation is strictly prohibited. All allegations will be investigated. Formal investigations will be prompt, impartial, and thorough. Strict confidentiality is not possible in all cases of sexual harassment as the accused has the right to answer charges made against them; particularly if discipline is a possible outcome. Reasonable efforts will be made to respect the confidentiality of the individuals involved, to the extent possible.

Any investigation process will be handled as confidentially as practical and related information will only be shared on a need-to-know basis and in accordance with the Minnesota Government Data Practices Act and/or any other applicable laws.

To facilitate fostering a respectful work environment, all employees are encouraged to respond to questions or to otherwise participate in investigations regarding alleged harassment.

The City is not voluntarily engaging in a dispute resolution process within the meaning of Minn. Stat. § 363A.28, subd. 3(b) by adopting and enforcing this workplace policy.

The filing of a complaint under this policy and any subsequent investigation does not suspend the one-year statute of limitations period under the Minnesota Human Rights Act for bringing a civil action or for filing a charge with the Commissioner of the Department of Human Rights.

Section 13.05 Special Reporting Requirements

When the supervisor is the alleged harasser, a report will be made to the City administrator who will assume the responsibility for investigation and discipline. For more information about what to do when allegations involve the City administrator, the mayor, or a councilmember, see below.

If the City administrator is the alleged harasser, a report will be made to the City attorney who will confer with the Mayor and City Council regarding appropriate investigation and action.

If a councilmember is the alleged harasser, the report will be made to the City administrator and referred to the City attorney who will undertake the necessary investigation. The City attorney will report his/her findings to the City Council, which will take the action it deems appropriate.

Pending completion of the investigation, the City administrator may at his/her discretion take appropriate action to protect the alleged victim, other employees, or citizens. The City will take reasonable and timely action, depending on the circumstances of the situation.

If an elected or appointed City official (e.g., council member or commission member) is the victim of disrespectful workplace behavior, the City attorney will be consulted as to the appropriate course of action. In cases such as these, it is common for the City council to authorize an investigation by an independent investigator (consultant). The City will take reasonable and timely action, depending on the circumstances of the situation.

Section 13.06 Retaliation

The City of Olivia will not tolerate retaliation or intimidation directed towards anyone who reports employment discrimination, serves as a witness, participates in an investigation, and/or takes any other actions protected under federal or state discrimination laws, including when requesting religious or disability accommodation.

Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment. Retaliation is broader than discrimination and includes, but is not limited to, any form of intimidation, reprisal or harassment.

While each situation is very fact dependent, generally speaking retaliation can include a denial of a promotion, job benefits, or refusal to hire, discipline, negative performance evaluations or transfers to less prestigious or desirable work or work locations because an employee has engaged or may engage in activity in furtherance of EEO laws.

It can also include threats of reassignment, removal of supervisory responsibilities, filing civil action, deportation or other action with immigration authorities, disparagement to others or the media and making false report to government authorities because an employee has engaged or may engage in protected activities. Any individual who retaliates against a person who testifies, assists, or participates in an investigation may be subject to disciplinary action up to and including termination.

If you feel retaliation is occurring within the workplace, please report your concern immediately to any of the following:

1. Immediate supervisor
2. Your supervisor's supervisor
3. City administrator
4. Mayor or City Councilmember
5. In the event an employee feels retaliation has occurred by the City administrator or the City Council, then reporting may be made to the City attorney.

Supervisors who have been approached by employees with claims of retaliation will take the complaint seriously and promptly report the allegations promptly to the City administrator, or if the complaint is against the City administrator to the City attorney, who will decide how to proceed in addressing the complaint.

Consistent with the terms of applicable statutes and City personnel policies, the City may discipline any individual who retaliates against any person who reports alleged violations of this policy. The City may also discipline any individual who retaliates against any participant in an investigation, proceeding or hearing relating to the report of alleged violations.

Article XIV. RESPECTFUL WORKPLACE POLICY

The intent of this policy is to provide general guidelines about conduct that is, and is not, appropriate in the workplace and other City-sponsored social events.

The City acknowledges this policy cannot possibly predict all situations that might arise, and also recognizes that some employees can be exposed to disrespectful behavior, and even violence, by the very nature of their jobs.

Section 14.01 Applicability

Maintaining a respectful public service work environment is a shared responsibility. This policy is intended to express to all employees, volunteers, members of boards and commissions, applicants,

contractors/vendors, elected officials and members of the public the expectations by the City of Olivia for respectful workplace conduct both in the workplace and other City-sponsored social events.

Section 14.02 Abusive Customer Behavior

While the City has a strong commitment to customer service, the City does not expect employees to accept verbal and other abuse from any customer.

An employee may request that a supervisor intervene when a customer is abusive, or the employee may defuse the situation themselves, including professionally ending the contact.

If there is a concern about the possibility of violence, the individual should use his/her discretion to call 911, and as soon as feasible, a supervisor. Employees should leave the area immediately when violence is imminent unless their duties require them to remain (such as police officers). Employees must notify their supervisor about the incident as soon as possible.

Section 14.03 Types of Disrespectful Behavior

The following behaviors are unacceptable and therefore prohibited, even if not unlawful in and of themselves:

(a) Violent behavior:

includes the use of physical force, harassment, bullying or intimidation.

(b) Discriminatory behavior:

includes inappropriate remarks about or conduct related to a person's legally protected characteristic such as race, color, creed, religion, national origin, disability, sex, gender, pregnancy, marital status, age, sexual orientation, gender identity, or gender expression, familial status, or status with regard to public assistance.

(c) Offensive behavior:

may include such actions as: rudeness, angry outbursts, inappropriate humor, vulgar obscenities, name calling, disparaging language, or any other behavior regarded as offensive to a reasonable person based upon violent or discriminatory behavior as listed above. It is not possible to anticipate in this policy every example of offensive behavior.

Accordingly, employees are encouraged to discuss with their fellow employees and supervisor what is regarded as offensive, considering the sensibilities of employees and the possibility of public reaction. Although the standard for how employees treat each other and the general public will be the same throughout the City, there may be differences between work groups about what is appropriate in other circumstances unique to a work group.

If an employee is unsure whether a particular behavior is appropriate, the employee should request clarification from their supervisor or the City administrator.

(d) Sexual harassment:

can consist of a wide range of unwanted and unwelcome sexually directed behavior such as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

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

(e) Sexual harassment includes, but is not limited to, the following:

- Unwelcome or unwanted sexual advances. This means stalking, patting, pinching, brushing up against, hugging, cornering, kissing, fondling or any other similar physical contact considered unacceptable by another individual.
- Verbal or written abuse, kidding, or comments that are sexually oriented and considered unacceptable by another individual. This includes comments about an individual's body or appearance where such comments go beyond mere courtesy, telling "dirty jokes" or any other tasteless, sexually oriented comments, innuendos or actions that offend others. The harassment policy applies to social media posts, tweets, etc., that are about or may be seen by employees, customers, etc.
- Requests or demands for sexual favors. This includes subtle or obvious expectations, pressures, or requests for any type of sexual favor, along with an implied or specific promise of favorable treatment (or negative consequence) concerning one's current or future job.

Names and Pronouns: Every employee will be addressed by a name and by pronouns that correspond to the employee's gender identity. A court-ordered name or gender change is not required.

Section 14.04 Employee Response to Disrespectful Workplace Behavior
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All employees should feel comfortable calling their supervisor or another manager to request assistance should they not feel comfortable with a situation. If situations involve violent behavior call the police, ask the individual to leave the area, and/or take other reasonable action.

If employees see or overhear what they believe is a violation of this policy, employees should advise a supervisor, the City administrator, or City attorney promptly.

Employees who believe disrespectful behavior is occurring are encouraged to deal with the situation in one of the ways listed below. If there is a concern about the possibility of violence, the individual should use his/her discretion to call 911, and as soon as feasible, a supervisor. In the event the disrespectful behavior occurring involves the employee's supervisor, the employee should contact human resources, the supervisor's manager or the City administrator.

Step 1(a). If you feel comfortable doing so, professionally, but firmly, tell whoever is engaging in the disrespectful behavior how you feel about their actions.

Politely request the person to stop the behavior because you feel intimidated, offended, or uncomfortable. If practical, bring a witness with you for this discussion.

Step 1(b). If you fear adverse consequences could result from telling the offender or if the matter is not resolved by direct contact, go to your supervisor, human resources, your supervisor's supervisor, or the City administrator. The person to whom you speak is responsible for documenting the issues and for giving you a status report on the matter.

In some situations, such as with an offender from the public it is preferable to avoid one on one interactions. Talk to your supervisor about available options to ensure there are others available to help with transactions with the offender.

Step 1(c). The City urges conduct which is viewed as offensive be reported immediately to allow for corrective action to be taken through education and immediate counseling, if appropriate. It is vitally important you notify a supervisor, the City administrator, the mayor or councilmember of promptly of your concerns promptly. Any employee who observes sexual harassment or discriminatory behavior, or receives any reliable information about such conduct, must report it promptly to a supervisor or the City administrator.

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

Section 14.05 Supervisor's Response to Allegations of Disrespectful Workplace Behavior

Employees who have a complaint of disrespectful workplace behavior will be taken seriously.

In the case of sexual harassment or discriminatory behavior, a supervisor must report the allegations promptly to the City administrator, who will determine whether an investigation is warranted. A supervisor must act upon such a report even if requested otherwise by the victim. In situations other than sexual harassment and discriminatory behavior, supervisors will use the following guidelines when an allegation is reported:

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

Step 1(b). Supervisors, when talking with the reporting employee will be encouraged to ask him or her what he or she wants to see happen next. When an employee comes forward with a disrespectful workplace complaint, it is important to note the City cannot promise complete confidentiality, due to the need to investigate the issue properly.

However, any investigation process will be handled as confidentially as practical and related information will only be shared on a need-to-know basis and in accordance with the Minnesota Government Data Practices Act and/or any other applicable laws.

Step 2. If a formal investigation is warranted, the individual alleging a violation of this policy will be interviewed to discuss the nature of the allegations. Formal investigations will be prompt, impartial, and thorough.

The person being interviewed may have someone of his/her own choosing present during the interview. Typically, the investigator will obtain the following description of the incident, including date, time and place:

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

To facilitate fostering a respectful work environment, all employees are encouraged to respond to questions or to otherwise participate in investigations regarding alleged harassment.

Step 3. The supervisor must notify the City administrator about the allegations (assuming the allegations do not involve the City administrator). For more information about what to do when allegations involve the City administrator, the mayor, or a councilmember, see “Special Reporting Requirements” below.

Step 4. In most cases, as soon as practical after receiving the written or verbal complaint, the alleged policy violator will be informed of the allegations, and the alleged violator will have the opportunity to answer questions and respond to the allegations. The City will follow any other applicable policies or laws in the investigatory process.

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

Step 6. The alleged violator and complainant will be advised of the findings and conclusions as soon as practicable and to the extent permitted by the Minnesota Government Data Practices Act.

Step 7. The City will take reasonable and timely action, depending on the circumstances of the situation.

Section 14.06 Special Reporting Requirements

When the supervisor is perceived to be the cause of a disrespectful workplace behavior incident, a report will be made to the City administrator who will determine how to proceed in addressing the complaint as well as appropriate discipline.

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

If a councilmember is perceived to be the cause of a disrespectful workplace behavior incident involving City personnel, the report will be made to the City administrator and referred to the City attorney.

In cases such as these, it is common for the City council to authorize an investigation by an independent investigator (consultant). The independent investigator will report his/her findings to the City Council. The City will take reasonable and timely action, depending on the circumstances of the situation.

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

If an elected or appointed City official (e.g., council member or commission member) is the victim of disrespectful workplace behavior, the City attorney will be consulted as to the appropriate course of action.

Section 14.07 Confidentiality

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

Section 14.08 Retaliation

Retaliation is strictly prohibited. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment. Individuals who report harassing conduct, participate in investigations, or take any other actions protected under federal or state employment discrimination laws will not be subject to retaliation.

Retaliation is broader than discrimination and includes, but is not limited to, any form of intimidation, reprisal or harassment. While each situation is very fact dependent, generally speaking retaliation can include a denial of a promotion, job benefits, or refusal to hire, discipline, negative performance evaluations or transfers to less prestigious or desirable work or work locations because an employee has engaged or may engage in activity in furtherance of EEO laws.

It can also include threats of reassignment, removal of supervisory responsibilities, filing civil action, deportation or other action with immigration authorities, disparagement to others or the media and making false report to government authorities because an employee has engaged or may engage in protected activities.

Any individual who retaliates against a person who testifies, assists, or participates in an investigation may be subject to disciplinary action up to and including termination.

If you feel retaliation is occurring within the workplace, please report your concern immediately to any of the following:

1. Immediate supervisor
2. Your supervisor's manager
3. City administrator
4. Mayor or City councilmember
5. In the event an employee feels retaliation has occurred by the City administrator or the City council, then reporting may be made to the City attorney.

Supervisors who have been approached by employees with claims of retaliation will take the complaint seriously and promptly report the allegations promptly to the City administrator, or if the complaint is against the City administrator to the City attorney, who will decide how to proceed in addressing the complaint.

Consistent with the terms of applicable statutes and City personnel policies, the City may discipline any individual who retaliates against any person who reports alleged violations of this policy. The City may

also discipline any individual who retaliates against any participant in an investigation, proceeding or hearing relating to the report of alleged violations.

Article XV. POSSESSION AND USE OF DANGEROUS WEAPONS

Possession or use of a dangerous weapon is prohibited on City property, in City vehicles, or in any personal vehicle which is being used for City business. This includes employees with valid permits to carry firearms.

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

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

Article XVI. SEPARATION FROM SERVICE

Employees wishing to leave the City service in good standing must provide a written resignation notice to their supervisor, at least 10 working days before leaving.

Exempt employees must give 30 calendar days' notice. The written resignation must state the effective date of the employee's resignation.

Unauthorized absences from work for a period of three consecutive workdays may be considered as resignation without proper notice. Failure to comply with this procedure may be cause for denying the employee's severance pay and any future employment with the City.

Employees who leave the employ of the City in good standing by retirement or resignation will receive pay for 100 percent of unused accrued vacation.

Article XVII. DISCIPLINE

Section 17.01 General Policy

Supervisors are responsible for maintaining compliance with City standards of employee conduct. The objective of this policy is to establish a standard disciplinary process for employees of the City of Olivia. City employees will be subject to disciplinary action for failure to fulfill their duties and responsibilities at the level required, including observance of work rules and standards of conduct and applicable City policies.

Discipline will be administered in a non-discriminatory manner. An employee who believes that discipline applied was either unjust or disproportionate to the offense committed may pursue a remedy through the grievance procedures established in the City's personnel policies. The supervisor and/or the City

administrator will investigate any allegation on which disciplinary action might be based before any disciplinary action is taken.

Section 17.02 Process

The City may elect to use progressive discipline, a system of escalating responses intended to correct the negative behavior rather than to punish the employee.

There may be circumstances that warrant deviation from the suggested order or where progressive discipline is not appropriate. Nothing in these personnel policies implies that any City employee has a contractual right or guarantee (also known as a property right) to the job they perform.

Documentation of disciplinary action taken will be placed in the employee's personnel file with a copy provided to the employee. The following are descriptions of the types of disciplinary actions:

(a) Oral Reprimand

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

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

(b) Written Reprimand

A written reprimand is more serious and may follow an oral reprimand when the problem is not corrected, or the behavior has not consistently improved in a reasonable period of time.

Serious infractions may require skipping either the oral or written reprimand, or both. Written reprimands are issued by the supervisor with prior approval from the City administrator.

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

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

(c) Suspension With or Without Pay

The City administrator may suspend an employee without pay for disciplinary reasons. Suspension without pay may be followed with immediate dismissal as deemed appropriate by the City Council, except in the case of veterans. Qualified veterans, who have completed their initial probationary period, will not be suspended without pay in conjunction with a termination.

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

An employee may be suspended or placed on involuntary leave of absence pending an investigation of an allegation involving that employee. The leave may be with or without pay depending on a number of

factors including the nature of the allegations. If the allegation is proven false after the investigation, the relevant written documents will be removed from the employee's personnel file and the employee will receive any compensation and benefits due had the suspension not taken place.

(d) Dismissal

The City administrator, with the approval of the City Council, may dismiss an employee for substandard work performance, serious misconduct, or behavior not in keeping with City standards.

If the disciplinary action involves the removal of a qualified veteran, who has completed their initial probationary period, the appropriate hearing notice will be provided, and all rights will be afforded the veteran in accordance with Minnesota law.

Article XVIII. GRIEVANCE PROCEDURE

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

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

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

Section 18.01 Waiver

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

The following actions are not grievable:

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

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

Article XIX. EMPLOYEE EDUCATION & TRAINING

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

Section 19.01 Education Assistance Policy

Full-time and regular part-time employees may choose to continue their education in a related field and the City may reimburse all or part of the registration and tuition costs subject to the requirements of this policy. All courses must be pre-approved by the City Administrator and the City Council. Once the course is completed, the employee must submit a certified transcript of grades, with receipts for actual expenses. The City will reimburse the employee as described below for the portion of the registration and tuition that was pre-approved.

Employees who take a pre-approved seminar that offers continuing education credit are reminded to give the City Administrator a copy of the Continuing Education Credit Certificate (or other document) to include in their personnel file.

In order to qualify for the Education Assistance benefit, you must first do all of the following:

- A. Advise your supervisor and City Administrator, prior to enrolling for the class, that you intend to take a particular course. The City Administrator will advise you whether the course is of a nature that the City typically approves for partial or total reimbursement of tuition and fees. You must obtain prior written approval of the course from the City Council.
- B. You must sign an Agreement with the City stating that you have reviewed and will comply with all aspects of this policy, including the requirement that you repay the City for any tuition expenses if your employment terminates for any reason within one year after completing the course.
- C. The course must be job-oriented and offered by an approved educational institution.
- D. You must have at least one full year of service with the City.
- E. If your employment with the City terminates for any reason within three years after completing the course, you must agree to pay the City back for tuition expenses.
- F. If you are eligible to receive educational benefits from other sources, such as the Veterans Administration, the City will not reimburse your educational expenses.
- G. You must maintain a "B" average or above, or pass on a pass/fail grading system, to receive reimbursement under this policy.

Section 19.02 Job-Related Training & Conferences

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

The subject matter of the training session or conference is directly job-related and relevant to the performance of the employee's work responsibilities. Responsibilities outlined in the job description, annual work program requirements and training goals and objectives developed for the employee will be considered in determining if the request is job-related.

CLE or similar courses taken by an employee in order to maintain licensing or other professional accreditation will not be eligible for payment under this policy unless the subject matter relates directly to the employee's duties, even though the employee may be required to maintain such licensing or accreditation as a condition of employment with the City.

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

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

Section 19.03 Out of State Travel

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

Section 19.04 Compensation for Travel & Training Time

Time spent traveling to and from, as well as time spent attending a training session or conference, will be compensated in accordance with the federal Fair Labor Standards Act.

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

Section 19.05 Travel & Meal Allowance

If employees are required to travel outside of the area in performance of their duties as a City employee, they will receive reimbursement for meals, lodging and necessary expenses incurred. In no case will City funds be used to pay for, or reimburse, for events sponsored by or affiliated with political parties.

The City will not reimburse employees for meals connected with training or meetings within City limits, unless the training or meeting is held as a breakfast, lunch or dinner meeting. The City will also not reimburse employees for the costs for travel of family members.

Employees who find it necessary to use their private automobiles for City travel will be reimbursed at the prevailing mileage rate set by the IRS.

Expenses for meals and lodging, including sales tax and gratuity, will be reimbursed up to, but not to exceed, the General Services Administration (GSA) rates. No reimbursement will be made for alcoholic beverages.

Article XX. OUTSIDE EMPLOYMENT

The potential for conflicts of interest is lessened when individuals employed by the City of Olivia regard the City as their primary employment responsibility. All outside employment is to be reported to the employee's immediate supervisor. If a potential conflict exists based on this policy or any other consideration, the supervisor will consult with the City administrator.

Any City employee accepting employment in an outside position determined by the City administrator to be in conflict with the employee's City job will be required to resign from the outside employment or may be subject to discipline up to and including termination.

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

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

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

Article XXI. DRUG FREE WORKPLACE

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

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

Article XXII. CITY DRIVING POLICY

This policy applies to all employees who drive a vehicle on City business at least once per month, whether driving a City-owned vehicle or their own personal vehicle. It also applies to employees who drive less frequently but whose ability to drive is essential to their job due to the emergency nature of the job. The City expects all employees who are required to drive as part of their job to drive safely and legally while on City business and to maintain a good driving record.

Employees who lose their driver's license or receive restrictions on their license are required to notify their immediate supervisor on the first workday after any temporary, pending or permanent action is taken on their license and to keep their supervisor informed of any changes thereafter. The City will determine appropriate action on a case-by-case basis.

Article XXIII. CELLULAR PHONE AND COMPUTER USE

This policy is intended to define acceptable and unacceptable uses of City issued cellular telephones and computer systems. Its application is to ensure cellular phone and computer usage is consistent with the best interests of the City without unnecessary restriction of employees in the conduct of their duties.

This policy will be implemented to prevent the improper use or abuse of cellular phones and computers and to ensure City employees exercise the highest standards of propriety in their use.

Section 23.01 General Policy

The City owns and provides access to a variety of cell phones, computers, network systems, electronic information systems, and software. These tools are collectively referred to as the City's cell phones and computer system. The City's cell phones, cell phone data, computer system, and computer system data are the exclusive property of the City. Users have no expectation of privacy in using the City's cell phones or its computer system. No data communicated, sent, received, stored, or processed through any of the City's cell phones or computer system should be considered private or personal. The City has

the exclusive right to select the plan for its cell phones. The City is not responsible for paying for any minutes that an employee uses for personal calls on a City cell phone, including any minutes that cause the employee to exceed the plan minutes. Employees are solely responsible for any charges beyond the basic plan selected by the City.

The City's has the right to inspect and monitor its cell phones, cell phone data, computer system, and computer system data. Without further notice, the City reserves the right to use any means available to access, inspect, review, and monitor its cell phones, cell phone data, computer system, and computer system data including, but not limited to, voice mail messages, text messages, images, usage records, call logs, computer files, e-mail, and Internet access information. In exercising this right, the City reserves the right to override any passwords and access any codes that are on any of its cell phones or its computer system. The City Administrator and any designees may also use software that assists in monitoring its cell phones, its computer system, and any data on that system.

Employees and other users do not have a reasonable expectation of privacy in any cell phone data including, but not limited to, cell phone conversations, voice mail messages, text messages, images, phone utilities, transactions, usage records, call logs, electronic phone books, or Internet access. Employees and other users also do not have a reasonable expectation of privacy in any computer system data including, but not limited to, e-mail and Internet access data. By using any of the City's cell phones or its computer system, employees and other users consent to and understand that the City may access, monitor, and inspect any data that are communicated, received, sent, stored, processed, or transferred by means of any City cell phone or the City's computer system.

Users should consider all cell phone data and computer system data (such as e-mail) to be part of a shared system which may be accessed and reviewed by their supervisor, the City Administrator, or a designee or agent of the City at any time and without further notice. The City reserves the right to track and recover any cell phone data or computer system data despite any attempt by a user to delete such data. Users are advised that such data can often be tracked and recovered. For example, the City can generally track which websites a user has visited, the time of day when the visits occurred, and how long each visit lasted. This information can generally be recovered even when the user has attempted to delete the information.

The City may use any cell phone data or computer system data for any purpose directly or indirectly related to City business, including ensuring compliance with this Policy and other professional and job-related duties. Such data may also be used in deciding whether to impose discipline, and in disciplinary proceedings and civil and criminal litigation.

Section 23.02 Procedures

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

Section 23.03 Responsibility

The City administrator will have primary responsibility for implementation and coordination of this policy. All supervisors will be responsible for enforcement within their departments.

Article XXIV. SAFETY

The health and safety of each employee of the City and the prevention of occupational injuries and illnesses are of primary importance to the City.

To the greatest degree possible, management will maintain an environment free from unnecessary hazards and will establish safety policies and procedures for each department. Adherence to these policies is the responsibility of each employee. Overall administration of this policy is the responsibility of each supervisor.

Section 24.01 Reporting Accidents and Illnesses

Both Minnesota workers' compensation laws and the state and federal Occupational Safety and Health Acts require all on the job injuries and illnesses be reported as soon as possible by the employee, or on behalf of the injured or ill employee, to their supervisor. The employee's immediate supervisor is required to complete a First Report of Injury and any other forms necessary related to an injury or illness on the job.

Section 24.02 Safety Equipment/Gear

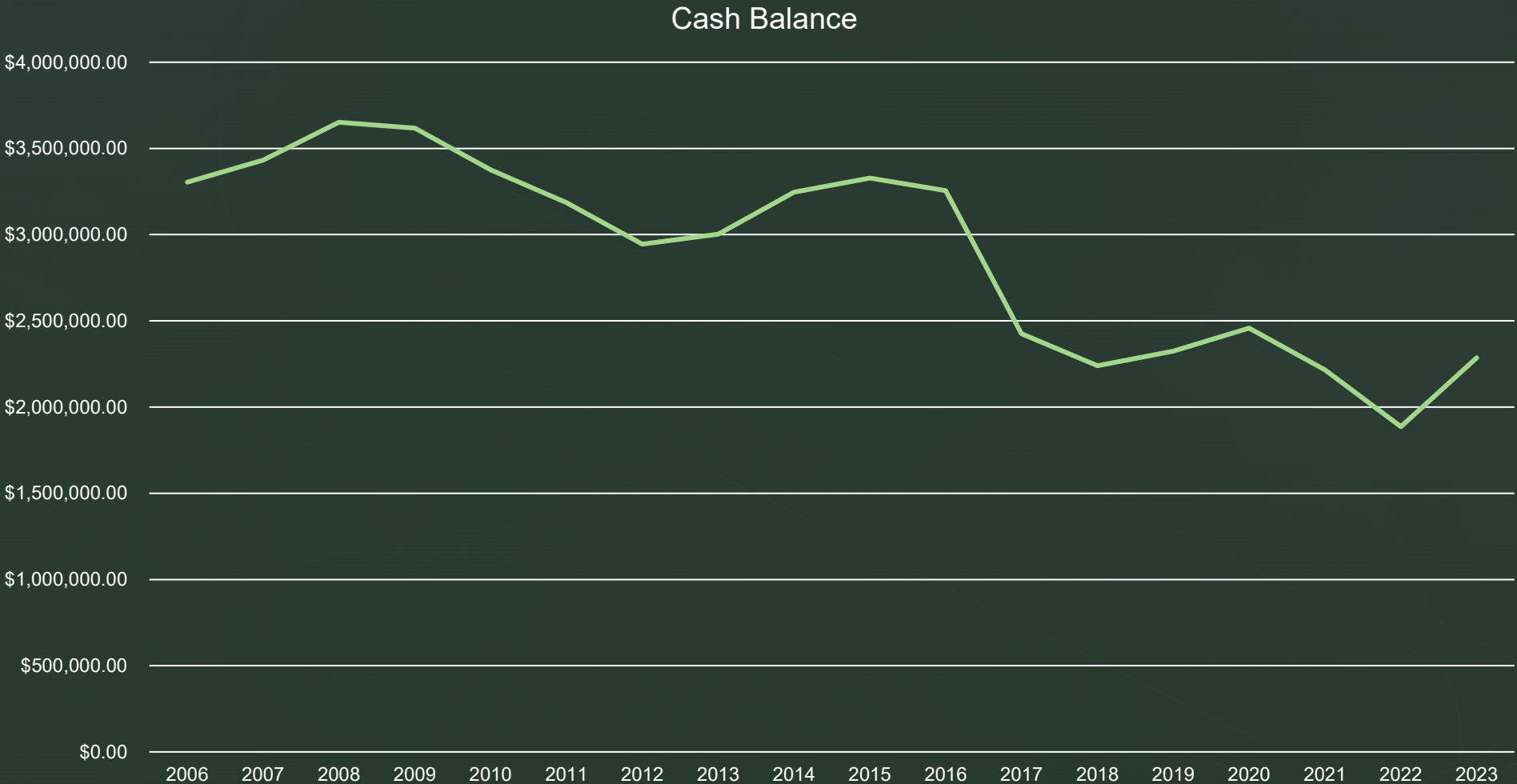
Where safety equipment is required by federal, state, or local rules and regulations, it is a condition of employment that such equipment be worn by the employee.

City of Olivia




Electrical Fund

Electric Fund Cash Balance






Revenue Requirements

- $\text{REVENUE REQUIREMENTS} = \text{OPERATING EXPENSE} + \text{RETURN REQUIREMENTS}$
 - To ensure financial viability, a utility's retail rates must be designed to generate sufficient revenue to meet operating expenses and return requirements.
 - The return requirements for a utility must be adequate to cover interest expense, fund capital expenditures, fund transfers, achieve bond covenants, and accomplish other capital management objectives such as maintaining (or achieving) a desired reserve.
- 



Return Requirements

- In establishing the level of return to achieve Olivia's financial objectives and obligations, the Cash Reserve Method was used.
 - The Cash Reserve Method is a measure of the Utility's ability to contribute to a cash reserve after asset additions and operating expenses.
 - In 2013, after much discussion, the Public Utility Commission (PUC) agreed that the Utility should have in reserve six months of operating expenses and it should strive to achieve a cash reserve equal to 15 percent of the cost to rebuild the system.
 - In the case of a natural disaster that would require the system to be rebuilt, the Federal Emergency Management Agency (FEMA) and the state would provide up to 85 percent of the costs through grants, requiring Olivia to cover the 15 percent.
- 

2013 Reserve level

- The reserve level would be enough to replace 1 substation to keep the lights on (\$1,500,000) and \$500,000 investment in repairs and equipment to get power to everyone.
 - Financing beyond this level would come from FEMA or low interest bonding.
- In 2013, the cost to replace all the lines and transformers was \$4,500,000
- The plan was to use the reserves over the \$2,000,000 allocated for emergency, plus the additional revenue from rates each year, to begin replacing the overhead line with underground cable.
 - In 2023, about 60% of our electrical system is now buried




Other Options

- If the City decided to not have enough money on hand to self-insure the electrical system, we would have to work with the League for insurance and the City's premiums would sky rocket and there would be a delay in service if an incident occurred since we would need to submit a claim
 - Our substations are insured by League of MN Cities Insurance, but that's the only part of the system



Cost increases

- Costs on all levels of operation have jumped tremendously and has caused employees to look for ways to save where they can, while maintaining good customer service.
 - There are many drivers behind those increases that we do not have control over, but obviously we feel. Some of those are factory labor, metal prices and availability, rubber items, and plastics.
 - Many items that used to be stock items from the vendors are now months or even over a year out.
 - This has forced us to inventory more material and has driven up the price and demand. Many utility companies have also looked ahead to their 2 or 3 year future projects and ordered the material now to guarantee that they will have it when needed, this too has been a driver of price and demand.
- 

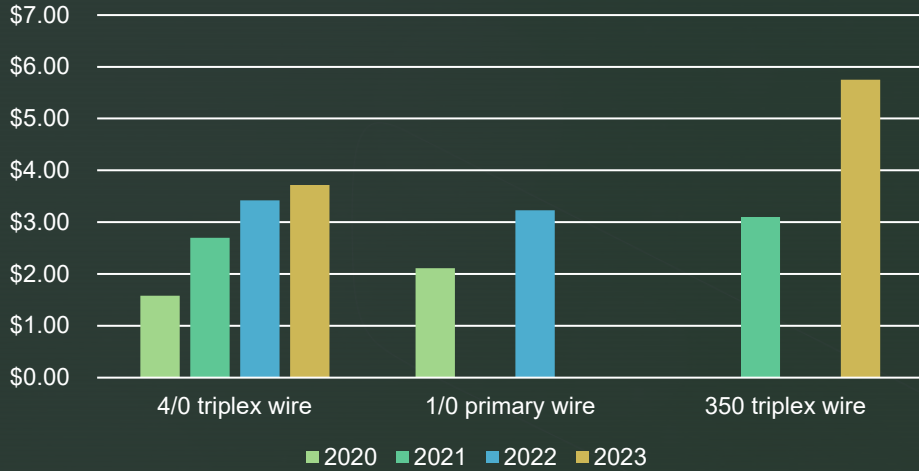
Materials

- We have hundreds of different items in our inventory that are needed to maintain our system and we have listed a few of those items to show a trend of increase.

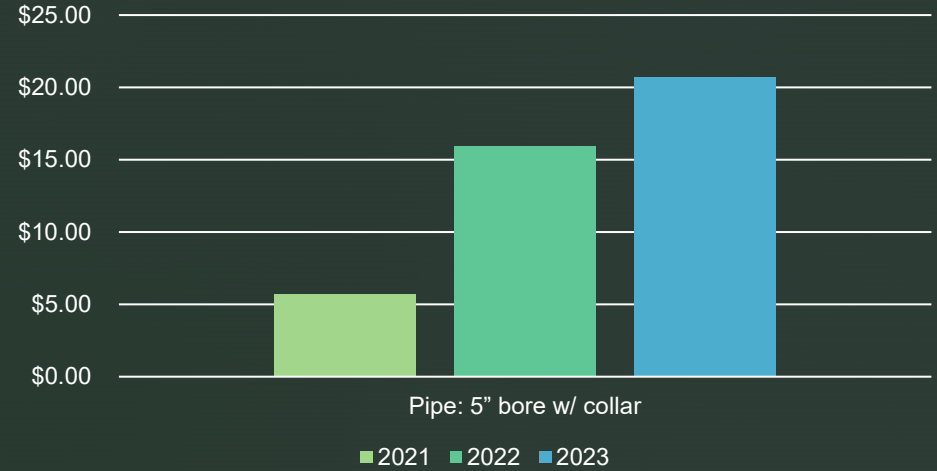
	4/0 triplex wire	1/0 primary wire	350 triplex wire	Pipe: 5" bore w/ collar	Elbow arrestors	Secondary Pedestals	Dead front switch
2020	\$1.58/ft	\$2.11/ft				\$187	\$13,765
2021	\$2.70/ft		\$3.10/ft	\$5.72/ft	\$109	\$263	\$14,970
2022	\$3.42/ft	\$3.23/ft		\$15.90/ft	\$130		\$24,465
2023	\$3.72/ft		\$5.75/ft	\$20.70/ft	\$173	\$335	



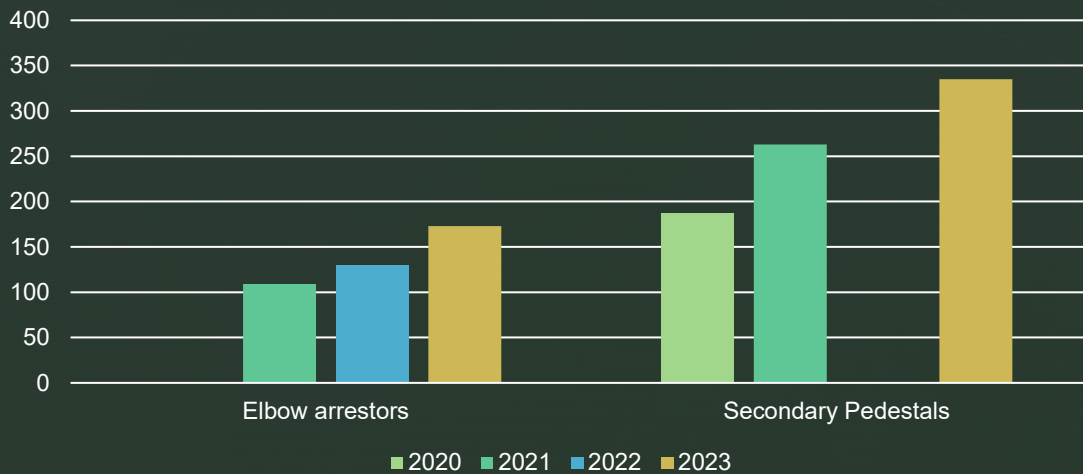
Wire Costs by foot



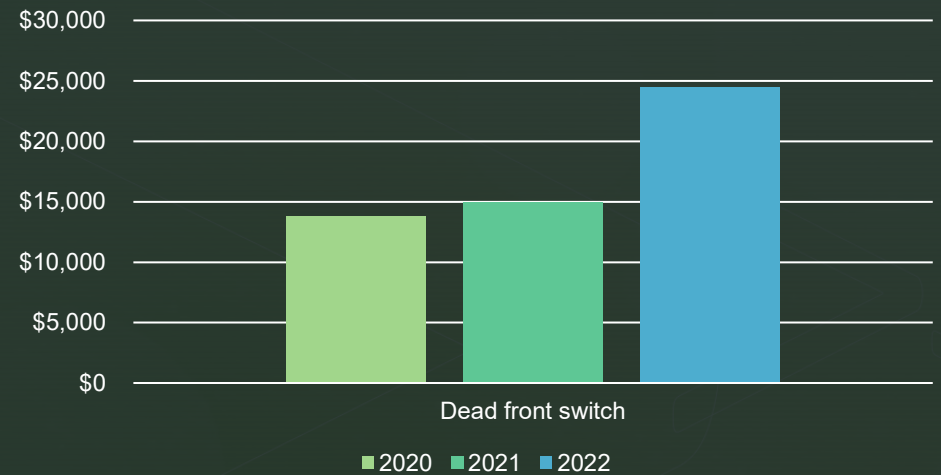
Pipe by foot



Electric Materials



Dead Front Switch



Transformers

- Single Phase Transformers

	New	Rebuilt
2020	\$1,725 - \$1,950	\$1,195
2021	\$2,177 - \$2,655	\$1,325
2023	\$6,000 +2 year	\$4,075 +1 year

- Due to these price increases, we have been sending in our overhead transformers that we have been taking down and having them made into ground mount transformers for \$1,795 each.
 - This is something that we would have never done in the past, but has been saving us thousands of dollars in hopes that this doesn't come back to bite us with problems in the long run. Many utilities are now doing this same thing.

- Three Phase Transformers (2019 – 2023): many prices have doubled or even tripled but we do not purchase many of them.

- We have continued to buy new because of the warranty, history of rebuilt, and efficiency of the new units.

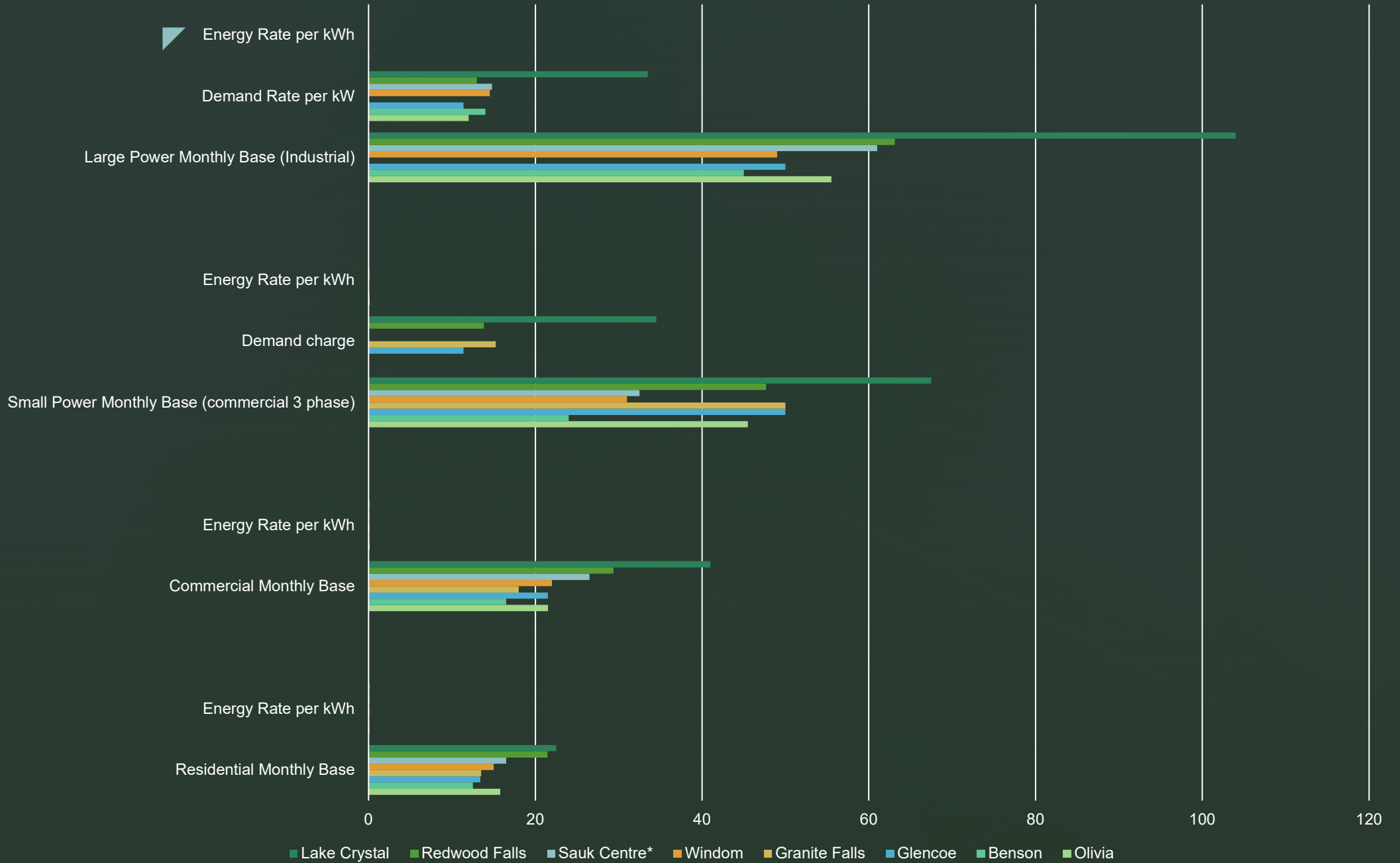
Emergency Scenario

- In case of an Emergency the City would want to have funds on hand to cover needed materials as well as labor costs
 - Truck time for the labor, as well as the City may be competing with other municipalities who were impacted by the same event
- Biggest ticket items: would be to replace the
 - Transformers (approx. 1/block, 1/business)
 - Overhead system (\$500/pole in 2013)
- FEMA could take years to pay the needed amount

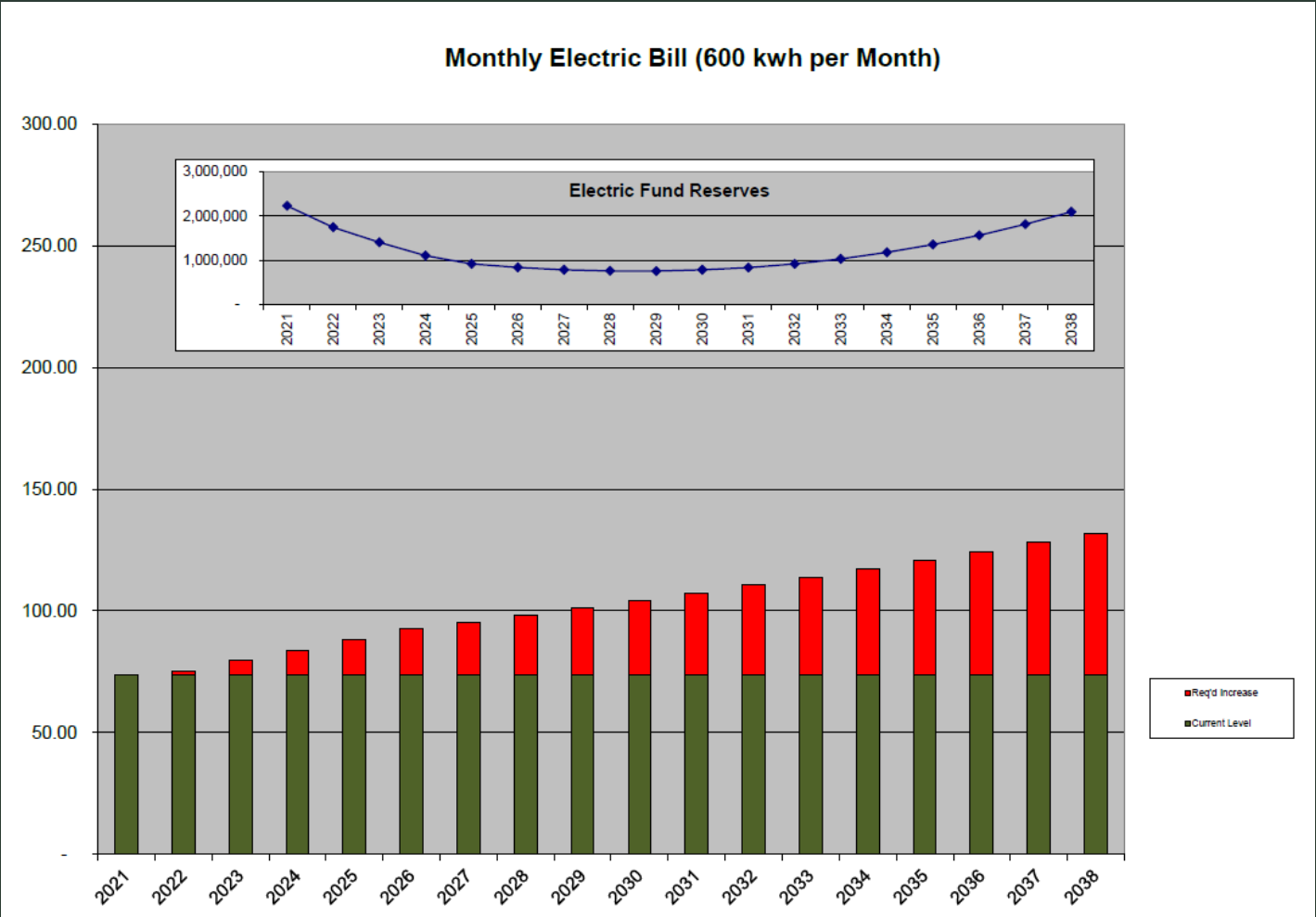
2023 Municipal Electric Rates

	Olivia	Benson	Glencoe	Granite Falls	Windom	Sauk Centre*	Redwood Falls	Lake Crystal
Electrical Energy Rates								
<i>Residential Monthly Base</i>	15.8	12.5	13.4	13.5	15	16.5	21.47	22.5
<i>Energy Rate per kWh</i>	0.1079	0.09	0.08	0.106	0.079	0.086	0.098	0.172
<i>Commercial Monthly Base</i>	21.5	16.5	21.5	18	22	26.5	29.36	41
<i>Energy Rate per kWh</i>	0.1165	0.092	0.09	0.112	0.085	0.092	0.106	0.169
<i>Small Power Monthly Base (commercial 3 phase)</i>	45.5	24	50	50	31	32.5	47.69	67.5
<i>Demand charge</i>	0	0	11.4	15.25	0	0	13.84	34.5
<i>Energy Rate per kWh</i>	0.1165	0.092	0.049	0.057	0.085	0.092	0.045	0.041
<i>Large Power Monthly Base (Industrial)</i>	55.5	45	50		49	61	63.11	104
<i>Demand Rate per kW</i>	12	14	11.4		14.55	14.8	12.98	33.5
<i>Energy Rate per kWh</i>	0.0764	0.039	0.049		0.042	0.043	0.045	0.041

Municipal Electric Rates



Olivia Electric Rates



This information was compiled by Jason Murray, Financial advisor with DDA and the projection assumes a 6% rate increase for 2023, a 5% rate increase 2024-2026, and a 3% increase in 2027.

Olivia Electric Rates

- Current rates are set to allow \$265,000 on the electrical system every year
- Average Household monthly electric bill:
 - September 2023: \$108.07
 - (covers electrical usage from July 20 - August 20)
 - December 2023: \$61.95
 - (covers electrical usage October 20 – November 20)



Bottom Line

- Unfortunately we will never be able to lower utility rates since the costs of operating city utilities don't go down
- Once we have hit a comfortable amount in reserves we should be able to increase rates by a smaller percentage
 - Jason Murray's projection indicates a 3% rate increase in 2027

BOLD Community Pool – Report 12-2023

Filling the pool started again on Friday the 8th and hopefully we can continue into next week with filling and then chemical. Unfortunately, Monday (11th) late morning we had to stop due to some more leaks in the pipes and there connections. We have stop filling until those parts and repairs are done.

My goal is to have a lifeguarding class as soon as we can (tbd). I am hoping to reach out to a few students who said they were interested in the course this summer and fall. Water Safety Instructor class this winter after the holidays. Spring lessons, private lessons and hopefully another lifeguarding class this spring.

The adjuster's accountant is helping with the revenue loss portion of the policy. We continuing to communicate with the adjuster.

We are getting close to reopening. Thank you for your continued patience.

Thank you

Please let me know if you have any questions

Tracey Johnson, Pool Coordinator BOLD Community Pool

Tracey.johnson@bold.k12.mn.us 320-523-1031 ext3152