

**AGENDA**  
**OLIVIA CITY COUNCIL MEETING**  
**CITY HALL COUNCIL CHAMBERS**  
**MONDAY, JULY 15 at 5:30 PM**



**PLEDGE OF ALLEGIANCE**

**1) CALL TO ORDER AND DETERMINATION OF A QUORUM**

Councilors: \_\_\_Baumgartner \_\_\_Ebbers \_\_\_Ferguson \_\_\_Mayor Hawkinson \_\_\_Padrnos

**2) PUBLIC FORUM**

- A) When addressing the Council, please provide your name for the meeting record
- B) Speaking times will be limited to 3-minutes

**3) AGENDA APPROVAL**

**4) CONSENT AGENDA**

- A) Regular Meeting Minutes of June 17, 2024
- B) Resolution 2024-74, Accepting Donation HomeTown Bank and Health Partners
- C) Resolution 2024-75, Step Movement for Marcus Jakes
- D) Resolution 2024-76, Step Movement for Scott Forsman
- E) Resolution 2024-77, Step Movement for Colby Schroeder
- F) Resolution 2024-78, Application to the Public Facilities Authority Clean Water Revolving Fund
- G) Resolution 2024-79, Authorizing the Electronic Storage of Government Records, Electronic Transactions and Electronic Signatures
- H) Resolution 2024-80, Authorizing Title and Summary Publication of Ordinance 2024-06
- I) Resolution 2024-81, Authorizing Title and Summary Publication of Ordinance 2024-07
- J) Ordinance 2024-06, Amending Chapter 116 of the Olivia City Code Regarding Liquor Licenses
- K) Ordinance 2024-07, Amending Chapter 116 of the Olivia City Code Regarding Municipal Liquor Stores
- L) First Reading of Ordinance 2024-08, Amending Chapter 92 of the Olivia City Code Regarding Assessable Current Services
- M) Updated Personnel Policy
- N) June Disbursements

**5) DISCUSSION / BUSINESS ITEMS**

- A) Coalition of Greater Minnesota Cities Update – Darrin Lee, Flaherty & Hood
- B) Park Board Recommendation: Pickleball Fencing
- C) Olivia Public Library Roof

**6) REPORTS**

- A) Reports of Council / Staff
  - i) West Central Sanitation Contract
  - ii) Corn Capital Days 2024 Events

**7) NOTICES AND COMMUNICATIONS**

**8) ADJORNMENT**

## REGULAR MEETING MINUTES

Monday, July 1, 2024

### 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, Blanca Ferguson, Mayor Jon Hawkinson and Landon Padrnos.

Others present: Elizabeth Torkelson, City Administrator; Pamela Whitmore, City Attorney (zoom); Jason Krumheuer, Chief of Police; Justin Black, City Engineer; Ross Okins, Renville County Register; Todd Howard, resident; Lynn Wiger (zoom), Jasmine Miller, Deputy Clerk.

### PUBLIC FORUM

Mayor Hawkinson temporarily suspended the regular meeting and opened the public forum at 5:31 P.M.

Todd Howard, resident, approached the Council to voice his concerns regarding the change to remove the animal license requirement from city ordinance. Howard asked Council if getting rid of this ordinance was the stepping stone for getting rid of other ordinances.

No other public comments were offered so Mayor Hawkinson reopened the regular meeting at 5:37 P.M.

### AGENDA

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

### CONSENT AGENDA

**Motion by Ferguson, second by Padrnos:** to move consent agenda item D.) West Central Sanitation Refuse Contract to discussion item F.) Resolution 2024-73, Resolution Authorizing Approving West Central Refuse Contract and Delegating Authority City Administrator to negotiate non-essential terms of the refuse contract. Motion passed unanimously.

**Motion by Baumgartner, second by Ferguson:** to approve the amended consent agenda. Motion passed unanimously.

- A) Regular Meeting Minutes of June 17, 2024
- B) Work Session Meeting Minutes of June 20, 2024
- C) Resolution 2024-72, Acknowledging the Off-Site Gambling Premises Permit Requested by Olivia Ambulance Service Inc. is Located within City Limits and Granting Local Approval
- D) Resolution 2024-73, Resolution Authorizing Approving West Central Refuse Contract and Delegating Authority City Administrator to negotiate non-essential terms of the refuse contract
- E) Contractor's Application for Payment No. 12 – DePue Ave Improvement Project
- F) Confirm Mayoral Appointment of John Baumgartner to the Zoning Board of Appeals
- G) Ordinance 2024-04, Amending Chapter 93 of the Olivia City Code Regarding Animal License Requirements
- H) First Reading of Ordinance 2024-06, Amending Chapter 116 of the Olivia City Code Regarding Liquor Licenses
- I) First Reading of Ordinance 2024-07, Amending Chapter 116 of the Olivia City Code Regarding Municipal Liquor Stores

## **DISCUSSION / BUSINESS ITEMS**

### Public Hearing of Ordinance 2024-05, Amending Chapter 152 of the Olivia City Code Regarding B-3 Central Business District

At 5:40 P.M. Mayor Hawkinson temporarily recessed the regular meeting and entered into a Public Hearing.

Torkelson reminded Council that the Planning Commission recommended an update to the City's ordinance allowing for minor improvements to residential properties in the Central Business District. This amendment is justified by the City's Comprehensive Plan and promotes construction and maintenance to the existing housing stock in the B-3 District. Whitmore reminded Council that this Ordinance related to land use, requires a public hearing by state statute.

No public comments were offered.

Mayor Hawkinson closed the public hearing and reopened the regular meeting at 5:43 P.M.

### Ordinance 2024-05, Amending Chapter 152 of the Olivia City Code Regarding B-3 Central Business District

**Motion by Baumgartner, second by Padrnos:** to approve Ordinance 2024-05, Amending Chapter 152 of the Olivia City Code Regarding B-3 Central Business District. Motion passed unanimously.

### DePue Ave Report – Justin Black, City Engineer

Justin Black provided an update to the Council regarding the DePue Avenue Project. Black reported the construction costs was under budget at 8.37 million dollars. The engineering budget for the project also saw cost savings due to the project being completed faster than expected.

### Surplus Material Management Policy & Donation of Surplus City Equipment Policy

**Motion by Ferguson, second by Baumgartner:** to approve the Surplus Material Management Policy to include the amendment regarding items that have no monetary value and Donation of Surplus City Equipment Policy. Motion passed unanimously.

Torkelson shared that as City staff prepares for the temporary move as a result of the upcoming City Hall Project, they have been faced with the question of what to do with surplus material. Attorney Whitmore suggested the City adopt a Policy regarding surplus material. Ferguson suggested the City follow the County's process to post items on an auction site. Torkelson assured Ferguson that the City would follow a similar process when selling surplus items. Padrnos requested the dollar threshold for the administrator be reduced. Torkelson clarified that Council still approves any items being donated. Whitmore added that the donation of surplus equipment, dictated by MN Statute 471.3459, has to be designation by City Council through resolution of any surplus equipment that is deemed to be donated. The policy identifies which 501c3 corporation items should go to. Padrnos asked for clarification regarding the dollar amount in part A. Torkelson clarified that Council will approve items being donated, and if the item has a fair market value of less than \$2,500 the City Administrator can decide which organization will receive the item.

### Resolution 2024-73, Resolution Authorizing Approving West Central Refuse Contract and Delegating Authority City Administrator to negotiate non-essential terms of the refuse contract

**Motion by Padrnos, second by Baumgartner:** to approve Resolution 2024-73, Authorizing Approving West Central Refuse Contract and Delegating Authority City Administrator to negotiate non-essential terms of the refuse contract. Motion passed unanimously.

Torkelson stated the cover page of the agenda did not capture the Resolution number, but the resolution was indeed included in the Council packet. Attorney Whitmore reviewed the contract and made a substantial number of suggestions for the contract. To avoid any gaps in service this resolution will allow staff and the attorney to finalize the contract. Padrnos expressed concern with being asked to approve a contract he has never seen. Torkelson clarified that the contract itself is very similar to the contract that

has been in place with WCS for 20 plus years with additional legal assurances. Attorney Whitmore reviewed suggested changes to include a clear statement that West Central Sanitation is an independent contractor, adding auto insurance requirements, workers compensation insurance requirement, provisions for property damage, language added in respect with the weight of the trucks allowed on City streets as well as other general provisions. Padrnos expressed appreciation for staff making updates, but doesn't want to make it a habit of approving things that he hasn't seen.

No additional items or new business items were presented.

## **REPORTS**

### Reports of Council / Staff

Baumgartner shared that he spoke with a business owner that the City negotiated with said business owner is happy. Torkelson reported that the pool is closed due to staffing. Ferguson shared that the 3<sup>rd</sup> session of swimming lessons starts next week and has openings, and to contact Tracey Johnson.

Hawkinson shared a ribbon cutting at Gathered located at West Plaza, and encouraged people to check them out. The Chamber Golf Event planning is underway.

Torkelson shared that Corn Capital Days is finalizing the flyer, parade openings, t-shirt are for sale.

Hawkinson added that Corn Capital Days requires a lot of volunteer support and encouraged the public to volunteer with the events throughout the week.

No additional reports were presented.

## **NOTICES AND COMMUNICATIONS**

Torkelson shared that the Liquor Store is hiring for part-time clerks and encouraged anyone interested to apply.

## **ADJOURNMENT**

**Motion by Baumgartner, second by Padrnos:** to adjourn the meeting at 6:11 P.M. Motion passed unanimously.

\_\_\_\_\_  
Jon Hawkinson, Mayor

Attest: \_\_\_\_\_  
Jasmine Miller, City Clerk

**CITY OF OLIVIA  
RESOLUTION NO. 2024-74**

**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: HomeTown Bank	\$500.00
<i>Donation to The City of Olivia Parks Board</i>	
Donor: HealthPartners	\$500.00
<i>Donation to The City of Olivia Parks Board</i>	

Adopted by the City Council of the City of Olivia on this 15<sup>th</sup> day of July, 2024.

\_\_\_\_\_  
Jon Hawkinson, Mayor

ATTEST:

\_\_\_\_\_  
Jasmine Miller, City Clerk

**Olivia City  
Council**

July 15, 2024

**Agenda Item:** Step Movement for Marcus Jakes**Request for Action:** Adopt Resolution #2024-75, Approving Step Movement for Marcus Jakes**Employee/Dept.:** Marcus Jakes, Patrol Officer**Background:**

Marcus Jakes, Patrol Officer is eligible for a six-month step movement based on a satisfactory review of his performance.

It is recommended that Marcus Jakes be moved to Step 4 of Grade 10 of the approved pay scale. Step movements have been approved and accounted for in the 2024 budget.

**Budget Impact:**

N/A

**Funding Source:**

General fund

**Recommendation:**

Staff recommends approving the step movement for Marcus Jakes.

**Motion Type:**

Simple majority vote of members present.

**Attachments:**

Resolution #2024-75

**CITY OF OLIVIA  
RESOLUTION NO. 2024-75**

**Resolution Approving Step Movement**

**WHEREAS**, the City of Olivia (the “City”) has provided for step movements of employees on the approved pay scale; and

**WHEREAS**, Marcus Jakes has satisfactorily had his performance reviewed for the prior six months and subsequent goals set for the upcoming year; and

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Olivia, Minnesota, hereby approves placement of Marcus Jakes at Step 4 of Grade 10 of the approved pay scale effective July 3, 2024.

Adopted by the City Council of the City of Olivia this 15<sup>th</sup> day of July 2024

\_\_\_\_\_  
Jon Hawkinson, Mayor

ATTEST: \_\_\_\_\_  
Jasmine Miller, City Clerk

**Olivia City  
Council**

July 15, 2024

<b>Agenda Item:</b>	<b>Step Movement for Scott Forsman</b>
<b>Request for Action:</b>	<b>Adopt Resolution #2024-76, Approving Step Movement for Scott Forsman</b>
<b>Employee/Dept.:</b>	<b>Scott Forsman, Water / Wastewater Operator</b>

**Background:**

Scott Forsman, Water / Wastewater Operator is eligible for step movement based on a satisfactory review of his performance upon his work anniversary date of July 5, 2024.

It is recommended that Scott Forsman be moved to Step 2 of Grade 7 of the approved pay scale. Step movements have been approved and accounted for in the 2024 budget.

**Budget Impact:**

N/A

**Funding Source:**

General fund

**Recommendation:**

Staff recommends approving the step movement for Scott Forsman.

**Motion Type:**

Simple majority vote of members present.

**Attachments:**

Resolution #2024-76



**CITY OF OLIVIA  
RESOLUTION NO. 2024-76**

**Resolution Approving Step Movement**

**WHEREAS**, the City of Olivia (the “City”) has provided for step movements of employees on the approved pay scale; and

**WHEREAS**, Scott Forsman has satisfactorily had his performance reviewed for the prior six months and subsequent goals set for the upcoming year; and

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Olivia, Minnesota, hereby approves placement of Scott Forsman at Step 2 of Grade 7 of the approved pay scale effective July 5, 2024.

Adopted by the City Council of the City of Olivia this 15<sup>th</sup> day of July 2024

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Jon Hawkinson, Mayor

ATTEST: \_\_\_\_\_  
Jasmine Miller, City Clerk

**Olivia City  
Council**

July 15, 2024

<b>Agenda Item:</b>	<b>Step Movement for Colby Schroeder</b>
<b>Request for Action:</b>	<b>Adopt Resolution #2024-77, Approving Step Movement for Colby Schroeder</b>
<b>Employee/Dept.:</b>	<b>Colby Schroeder, Public Works Worker</b>

**Background:**

Colby Schroeder, Public Works Worker is eligible for step movement based on a satisfactory review of his performance upon his work anniversary date of July 10, 2024.

It is recommended that Colby Schroeder be moved to Step 3 of Grade 6 of the approved pay scale. Step movements have been approved and accounted for in the 2024 budget.

**Budget Impact:**

N/A

**Funding Source:**

General fund

**Recommendation:**

Staff recommends approving the step movement for Colby Schroeder.

**Motion Type:**

Simple majority vote of members present.

**Attachments:**

Resolution #2024-77

**CITY OF OLIVIA  
RESOLUTION NO. 2024-77**

**Resolution Approving Step Movement**

**WHEREAS**, the City of Olivia (the “City”) has provided for step movements of employees on the approved pay scale; and

**WHEREAS**, Colby Schroeder has satisfactorily had his performance reviewed for the prior six months and subsequent goals set for the upcoming year; and

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Olivia, Minnesota, hereby approves placement of Colby Schroeder at Step 3 of Grade 6 of the approved pay scale July 10, 2024.

Adopted by the City Council of the City of Olivia this 15th day of July 2024

\_\_\_\_\_  
Jon Hawkinson, Mayor

ATTEST: \_\_\_\_\_  
Jasmine Miller, City Clerk

**CITY OF OLIVIA  
RESOLUTION NO. 2024-78**

**A Resolution of Application to the Public Facilities Authority Clean Water Revolving Fund**

**WHEREAS**, the City of Olivia (the “City”) is hereby applying to the Minnesota Public Facilities Authority for a loan from the Clean Water Revolving Fund for improvements to its wastewater treatment system as described in the loan application; and

**WHEREAS**, the City estimates the loan amount to be \$5,200,000 or the as-bid cost of the project; and

**WHEREAS**, the City has the legal authority to apply for the loan, and the financial, technical and managerial capacity to repay the loan and ensure proper construction, operation and maintenance of the project for its design life; and

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Olivia, Minnesota, hereby expresses its official intent to use proceeds of this loan to reimburse construction expenditures made prior to the issuance of its general obligation bond to the Public Facilities Authority.

Adopted by the City Council of the City of Olivia this 15<sup>th</sup> day of July 2024.

\_\_\_\_\_  
Jon Hawkinson, Mayor

ATTEST: \_\_\_\_\_  
Jasmine Miller, City Clerk

**CITY OF OLIVIA  
RESOLUTION NO. 2024-79**

**RESOLUTION AUTHORIZING THE ELECTRONIC STORAGE OF GOVERNMENT  
RECORDS, ELECTRONIC TRANSACTIONS, AND ELECTRONIC SIGNATURES**

**WHEREAS**, the City of Olivia (“City”) recognizes the importance of maintaining accurate and accessible government records; and

**WHEREAS**, advancements in technology provide opportunities to enhance the efficiency, accessibility, and security of record-keeping through electronic storage methods; and

**WHEREAS**, electronic storage of records can reduce physical storage needs, enhance disaster recovery capabilities, and improve access to information for city staff and the public; and

**WHEREAS**, the Uniform Electronic Transaction Act, set out in Minnesota Statutes § 325L.12 and § 325L.13 recognize electronic records and signatures as valid and enforceable; and

**WHEREAS**, the City of Olivia is committed to ensuring that electronic records are stored and maintained in compliance with all applicable laws and regulations, including the Minnesota Government Data Practices Act (MGDPA) and the Minnesota Historical Society's requirements for record retention and disposition; and

**WHEREAS**, the City is subject to the requirements in Minnesota Statutes § 15.17, Subdivision 1, which requires governmental entities to make and preserve all records necessary and allows the storage of government records in electronic format, including as a substitution of the original document; and

**WHEREAS**, The City desires to allow for the storage of government records in electronic format and to authorize the use of electronic signatures and transactions to the extent allowed by the Act.

**NOW, THEREFORE, BE IT RESOLVED**, the City is authorized, but not required, to keep the government records it receives or generates in an electronic form. Such electronic records shall be retained and made available to the public in accordance with applicable laws and the City’s retention schedule as if they were in paper form.

**THEREFORE, BE IT FURTHER RESOLVED**, the use of electronic documents and signatures by the City and its personnel conducting business on behalf of the City is approved and ratified, provided such use is in accordance with the Uniform Electronic Transaction Act.

Adopted by the City Council of the City of Olivia this 15<sup>th</sup> day of July 2024

\_\_\_\_\_  
Jon Hawkinson, Mayor

ATTEST: \_\_\_\_\_  
Jasmine Miller, City Clerk

**CITY OF OLIVIA  
RESOLUTION NO. 2024-80**

**Resolution Authorizing Title and Summary Publication of Ordinance 2024-06**

**WHEREAS**, the City of Olivia has enacted Ordinance 2024-06 entitled: An Ordinance Amending Chapter 116 of the Olivia City Code Regarding Liquor Licenses; and

**WHEREAS**, Minnesota Statutes 412.191 Subd. 4 requires new ordinances to be published once in the official newspaper of the City; and

**WHEREAS**, Ordinance 2024-07 is 7 pages long, and thereby too lengthy for full publication; and

**WHEREAS**, Minnesota Statutes 412.191 Subd. 4 allows for publication of the title and summary of an ordinance that is too lengthy for full publication;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Olivia:

1. The title and summary of Ordinance 2024-06 shall be published, conforming to Minnesota Statute Section 331A.01, subdivision 10, with notice that a printed copy of the Ordinance is available to be inspected by any person during regular office hours at the office of the City Clerk and via electronic mail.
2. A copy of the entire text of Ordinance 2024-06 shall be posted by the City Council.
3. The Council hereby approved the following text for publication of the title and summary, and hereby determines that it clearly informs the public of the intent and effect of the Ordinance.

To Whom it may Concern:

The City of Olivia has enacted Ordinance #2024-07: An Ordinance Amending Chapter 116 of the Olivia City Code Regarding Municipal Liquor Stores  
Minnesota Statutes 412.191 subd. 4 allows for publication of the title and a summary of an ordinance that is too lengthy for full publication. The City Council of the City of Olivia has determined that summary publication of the title and a summary of an ordinance would clearly inform the public of the intent and effect of the ordinance. A printed copy of the ordinance is available for inspection by any person during regular office hours at the office of the city clerk and via electronic mail.

The following is a summary of Ordinance 2021-07:

1. Addresses Kinds of Liquor Licenses;
2. The publishing of this title and summary shall be deemed to fulfill all legal publication requirements as completely as if the entire ordinance had been published. The text of the summary shall be published in a body type no smaller than brevier or eight-point type.
3. Proof of the publication shall be attached to and filed with the ordinance.

Adopted by the City Council of the City of Olivia this 15<sup>th</sup> day of July 2024

\_\_\_\_\_  
Jon Hawkinson, Mayor

ATTEST: \_\_\_\_\_  
Jasmine Miller, City Clerk

**CITY OF OLIVIA  
RESOLUTION NO. 2024-81**

**Resolution Authorizing Title and Summary Publication of Ordinance 2024-07**

**WHEREAS**, the City of Olivia has enacted Ordinance 2024-07 entitled: An Ordinance Amending Chapter 116 of the Olivia City Code Regarding Municipal Liquor Stores; and

**WHEREAS**, Minnesota Statutes 412.191 Subd. 4 requires new ordinances to be published once in the official newspaper of the City; and

**WHEREAS**, Ordinance 2024-07 is 4 pages long, and thereby too lengthy for full publication; and

**WHEREAS**, Minnesota Statutes 412.191 Subd. 4 allows for publication of the title and summary of an ordinance that is too lengthy for full publication;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Olivia:

1. The title and summary of Ordinance 2024-07 shall be published, conforming to Minnesota Statute Section 331A.01, subdivision 10, with notice that a printed copy of the Ordinance is available to be inspected by any person during regular office hours at the office of the City Clerk and via electronic mail.
2. A copy of the entire text of Ordinance 2024-07 shall be posted by the City Council.
3. The Council hereby approved the following text for publication of the title and summary, and hereby determines that it clearly informs the public of the intent and effect of the Ordinance.

To Whom it may Concern:

The City of Olivia has enacted Ordinance #2024-07: An Ordinance Amending Chapter 116 of the Olivia City Code Regarding Municipal Liquor Stores  
Minnesota Statutes 412.191 subd. 4 allows for publication of the title and a summary of an ordinance that is too lengthy for full publication. The City Council of the City of Olivia has determined that summary publication of the title and a summary of an ordinance would clearly inform the public of the intent and effect of the ordinance. A printed copy of the ordinance is available for inspection by any person during regular office hours at the office of the city clerk and via electronic mail.

The following is a summary of Ordinance 2021-07:

1. Addresses Application of this subchapter;
2. Addresses Samples;
3. Addresses Issuance of Other Licenses;
4. The publishing of this title and summary shall be deemed to fulfill all legal publication requirements as completely as if the entire ordinance had been published. The text of the summary shall be published in a body type no smaller than brevier or eight-point type.
5. Proof of the publication shall be attached to and filed with the ordinance.

Adopted by the City Council of the City of Olivia this 15<sup>th</sup> day of July 2024

\_\_\_\_\_  
Jon Hawkinson, Mayor

ATTEST: \_\_\_\_\_  
Jasmine Miller, City Clerk

**ORDINANCE NO. 2024-06**

**CITY OF OLIVIA  
COUNTY OF RENVILLE  
STATE OF MINNESOTA**

**AN ORDINANCE AMENDING CHAPTER 116 OF THE OLIVIA CITY CODE REGARDING  
LIQUOR LICENSES**

The City Council of the City of Olivia does ordain:

**SECTION 1.** Sections 116.22, 116.23, 116.24 and 116.25 of Chapter 116 of the City of Olivia Code are amended to delete the stricken-out text as follows and add additional text as underlined:

**§ 116.22 KINDS OF LIQUOR LICENSES.**

Unless otherwise prohibited by Chapter 340A for cities with municipal liquor dispensaries, the Council may issue the following types of licenses, as limited by the provisions of this Chapter and the provisions of Minn. Stat. § 340A.22 to 340A.28, or subsequent statutes as may be amended from time to time. The number of on-sale licenses issued under this section is governed by Minn.Stat. § 340A.413, as it may be amended from time to time, and as limited by the provisions of this Chapter.

~~The Council of a city that does not have a municipal liquor store is authorized to issue the following licenses and permits, up to the number specified in § 116.20. The Council of a city which has a municipal liquor store is authorized to issue only those licenses specified in § 116.55.~~

- (A) On-sale 3.2 license. Subject to the provisions of this Chapter and the provisions of Minn. Stat. § 340A.403 and §340A.411, or subsequent statutes as may be amended from time to time, the City may issue 3.2% malt liquor on-sale licenses ~~which may be issued only~~ to golf courses, restaurants, hotels, clubs, bowling centers, and establishments used exclusively for the sale of 3.2% malt liquor with the incidental sale of tobacco and soft drinks.
- (B) Off-sale 3.2 license. 3.2% malt liquor off-sale license. A license may be issued to permit the sale of 3.2 percent malt liquor at retail establishment, in the original package, for consumption off the premises only. Off-sale of 3.2 percent malt liquor shall be limited to the legal hours for off-sale as established by Minn. Stat. §340A.504.
- (C) ~~Temporary 3.2% malt liquor licenses which may be issued only to a club, charitable, religious, or nonprofit organization for no more than 12 days per year.~~ Temporary 3.2 license. The city may issue temporary 3.2 malt liquor licenses to nonprofit civic organizations for a period of one week or less.



- (D) Off-sale intoxicating license. Subject to exceptions set forth in state law related to cities with municipal liquor stores, no off-sale intoxicating liquor may be sold at retail elsewhere in the city, except off-sale intoxicating liquor licenses, which may be issued only to exclusive liquor stores or drug stores that have an off-sale license which was first issued on or before May 1, 1994 may continue. The fee for an off-sale intoxicating liquor license established by the Council under § 116.23 shall not exceed the amount which may be permitted by Minn. Stat. § 340A.408, subd. 3, as it may be amended from time to time.
- (E) On-sale Intoxicating license. Pursuant to Minn. Stat. § 340A.404, as amended from time to time, on-sale intoxicating liquor licenses, ~~which~~ may be issued to the following establishments as defined by Minn. Stat. § 340A.101, as it may be amended from time to time, and this chapter: hotels, restaurants, bowling centers, theaters, clubs or congressionally chartered veterans' organizations, and exclusive liquor stores. Club licenses may be issued only with the approval of the Commissioner of Public Safety. The fee for club licenses established by the Council under § 116.23 shall not exceed the amounts provided for in Minn. Stat. § 340A.408, subd. 2b, as it may be amended from time to time. ~~The Council may in its sound discretion authorize a retail on-sale licensee to dispense intoxicating liquor off the licensed premises at a community festival held within the city under the provisions of Minn. Stat. § 340A.404, subd. 4b, as it may be amended from time to time.~~ The Council may in its sound discretion authorize a retail on-sale licensee to dispense intoxicating liquor off the licensed premises at any convention, banquet, conference, meeting, or social affair conducted on the premises of a sports, convention, or cultural facility owned by the city, under the provisions of Minn. Stat. § 340A.404, subd. 4(a), as it may be amended from time to time; however, the licensee is prohibited from dispensing intoxicating liquor to any person attending or participating in an amateur athletic event being held on the premises.
- (F) Sunday on-sale licenses. Sunday on-sale intoxicating liquor licenses, only after authorization to do so by either voter approval at a general or special election as provided by Minn. Stat. § 340A.504, subd. 3, as it may be amended from time to time, or if otherwise allowed by state law. Sunday on-sale intoxicating liquor licenses may be issued only to a restaurant as defined in § 116.03, club, bowling center, or hotel which has a seating capacity of at least 30 persons, which holds an on-sale intoxicating liquor license, and which serves liquor only in conjunction with the service of food.
- (G) Combination license. ~~Combination on-sale/off-sale intoxicating liquor licenses if the city has a population less than 10,000. A city of the fourth class or a statutory city of 10,000 or fewer population may issue an off-sale and on-sale intoxicating liquor license to the same licensee unless either license cannot be issued pursuant to state law or city code. In lieu of issuing on-sale and off-sale licenses separately to a licensee, the city may issue a combination on-sale and off-sale license.~~
- (H) Temporary on-sale intoxicating license. Temporary on-sale intoxicating liquor licenses, with the approval of the Commissioner of Public Safety, which may be issued only in connection with a social event sponsored by a club, charitable, religious, or other nonprofit corporation that has existed for at least 3 years. No license shall be for longer than 4 consecutive days, and the city shall issue no more than 12 days' worth of temporary licenses to any 1 organization in 1 calendar year.

- (I) Community Festival license. The Council may in its sound discretion authorize a retail on-sale licensee to dispense intoxicating liquor off the licensed premises at a community festival held within the city under the provisions of Minn. Stat. § 340A.404, subd. 4b, as it may be amended from time to time. Additionally, under subsection (c) herein, the city may issue temporary 3.2 malt liquor licenses to nonprofit civic organizations for a period of one week or less.
- (J) On-sale wine licenses. ~~w~~With the approval of the Commissioner of Public Safety to, the City may issue on-sale wine license to: theaters, restaurants that have facilities for seating at least 25 guests at one time and meet the criteria of Minn. Stat. § 340A.404, subd. 5, as it may be amended from time to time, and which meet the definition of restaurant in Section 116.03 of City Code ; and to licensed bed and breakfast facilities which meet the criteria in Minn. Stat. § 340A.4011, as it may be amended from time to time. A license under this paragraph to a bed and breakfast authorizes a bed and breakfast facility to furnish wine only to registered guests of the facility and, if the facility contains a licensed commercial kitchen, also to guests attending private events at the facility. The fee for an on-sale wine license established by the Council under the provisions of § 116.23 of City Code shall not exceed 1/2 of the license fee charged for an on-sale intoxicating liquor license. The holder of an on-sale wine license who also holds an on-sale 3.2% malt liquor license is authorized to sell malt liquor with a content over 3.2% (strong beer) without an additional license.
- (K) One-day intoxicating liquor consumption. Unless allowed with a consumption and display permit, a business establishment or club which does not hold an on-sale intoxicating liquor license may not directly or indirectly allow the consumption and display of alcoholic beverages or knowingly serve any liquid for the purpose of mixing with intoxicating liquor without first having obtained a permit from the Commissioner of Public Safety. Pursuant to Minn. Stat. §340A.414, subd. 9, the City may issue a ~~One~~ one-day consumption and display permit for intoxicating liquor with the approval of the Commissioner of Public Safety to a nonprofit organization, in conjunction with a social activity in the city sponsored by the organization. The permit must be approved by the commissioner and is valid only for the day indicated on the permit. The maximum amount of the additional fee which may be imposed by the Council on a person who has been issued a consumption and display permit under the provisions of §116.23 of the City Code may not exceed \$25 or the amount set forth in Section 340A.414, subd. 9 as amended from time to time. A city may not issue more than ten permits under this section in any one year.
- (L) General Consumption and Display Permits. Unless allowed with a consumption and display permit, a business establishment or club which does not hold an on-sale intoxicating liquor license may not directly or indirectly allow the consumption and display of alcoholic beverages or knowingly serve any liquid for the purpose of mixing with intoxicating liquor without first having obtained a permit from the Commissioner of Public Safety. A restaurant, a hotel, an establishment licensed to sell 3.2 percent malt liquor, a resort as defined in Minn. Stat. § 157.15, a club as defined in in Minn. Stat. § 340A.101, subd. 7, or a bed and breakfast facility as defined in in Minn. Stat. § 340A.4011 may apply for a Consumption and Display Permit. Annual approval of the issuance of a consumption and display permit are by the Commissioner of Public Safety with additional approval of the City Council. The maximum amount of the additional annual fee which may be imposed by the Council on a person who has been issued a consumption and display permit under the provisions of §

116.23 shall not exceed the maximum amount permitted by Minn. Stat. § 340A.414, subd. 6, as it may be amended from time to time. Consumption and display permits shall expire on March 31 of each year.

(M) Brew Pub Licenses.

- i Brew Pub On-Sale. A Brew Pub on-sale intoxicating liquor or on-sale 3.2 percent malt liquor licenses, may be issued to brewers who operate a restaurant in their place of manufacture as allowed by Minn. Stat. §340A.24, as it may be amended from time to time.
- ii Brew Pub Off-sale. A brew pub that holds an on-sale license may, with the approval of the Commissioner of Public Safety, be issued a license by a municipality for off-sale of malt liquor produced and packaged on the licensed premises. The malt liquor shall be packaged in sixty-four (64) ounce containers commonly known as “growlers” or in seven hundred fifty (750) milliliter bottles. The container or bottle must be sealed in the manner as described in Minn. Stat. §340A.285. Off-sale of malt liquor shall be limited to the legal hours for off-sale at exclusive liquor stores in the City, in this case the municipal liquor store, and the malt liquor sold off-sale must be removed from the premises before the applicable off-sale closing time at exclusive liquor stores, except that malt liquor in growlers only may be sold off-sale on Sundays.

~~A Brewer off sale intoxicating liquor licenses, with the approval of the commissioner of Public Safety, may be issued to a brewer that is a licensee under Section (L) of this Chapter as allowed by Minn. Stat. §340A.24 subd. 2, as it may be amended from time to time.~~

- (N) Brewer Taproom Licenses. ~~A Brewer taproom on-sale intoxicating liquor~~ license may be issued as allowed by Minn. Stat. §340A.26, as it may be amended from time to time, and shall charge a licensing fee subject to amounts listed in Minn. Stat. §340A.408 as amended from time to time. A brewer taproom license authorizes on-sale of malt liquor produced by the brewer for consumption on the premises of or adjacent to one brewery location owned by the brewer. A brewer may only have one taproom license, and may not have an ownership interest in a brew pub. The City may not issue a brewer taproom license to a brewer if the brewer seeking the license, or any person having an economic interest in the brewer seeking the license or exercising control over the brewer seeking the license, is a brewer that brews more than 250,000 barrels of malt liquor annually or a winery that produces more than 250,000 gallons of wine annually. The City shall, within ten days of the issuance of a license under this subdivision, inform the Commissioner of Public Safety of the licensee's name and address and trade name, and the effective date and expiration date of the license. The City shall also inform the commissioner of a license transfer, cancellation, suspension, or revocation during the license period.

~~A Brewer taproom off-sale intoxicating liquor license, with the approval of the Commissioner of Public Safety, may be issued as allowed by Minn. Stat. §340A.28, as it may be amended from time to time.~~

(O) Small Brewer Off-sale License. In accordance with Minn. Stat. §340A.28, the City may issue a Small Brewer Off-sale License to a brewer, as that term is defined in Minn. Stat. 340A.301, for the sale of malt liquor that has been produced and packaged by the brewer to be consumed off the licensed premises. The license must be approved by the Commissioner of Public Safety. Off-sale of the malt liquor may only be made during the same hours as the exclusive liquor store in the City. The malt liquor shall be packaged in sixty-four (64) ounce containers commonly known as “growlers” or in seven hundred fifty (750) milliliter bottles. The container or bottle must be sealed in the manner as described in Minn. Stat. §340A.285. The malt liquor sold at off-sale must be removed from the premises by the latest time that “off-sale” of liquor occurs at the exclusive liquor store in the City.

(P) Micro-distillery licenses. Micro-distillery Cocktail Room License (“Cocktail Room License”). A Micro-distillery Cocktail Room License may be issued as permitted in Minn. Stat. §340A.22, as it may be amended from time to time. The city may issue a cocktail room license to a holder of a state issued distilled liquor manufacturing license. A cocktail room license authorizes on-sale of distilled liquor produced by the distiller for consumption on the premises of or adjacent to one distillery location owned by the distiller. A licensed distiller may only have one cocktail license and may not have an ownership interest in an additional distillery. No single entity may hold both a Cocktail Room License and a Taproom License, nor can a Cocktail Room and a Taproom be co-located. The municipality shall impose a licensing fee on a distiller holding a microdistillery or distilled spirits manufacturer cocktail room license under this subdivision, subject to limitations applicable to license fees under section 340A.408, subdivision 2, paragraph (a). The City shall, within ten days of the issuance of a license under this subdivision, inform the Commissioner of the licensee's name and address and trade name, and the effective date and expiration date of the license. The City shall also inform the commissioner of a license transfer, cancellation, suspension, or revocation during the license period. A licensed micro-distillery may provide, even without a Cocktail Room License, samples of distilled spirits manufactured on its premises, in an amount not to exceed 15 millimeters per variety per person. No more than 45 milliliters may be sampled by any person on any day.

~~Micro-distillery off sale license. may be issued an off sale micro-distillery license for distilled spirits with the approval of the Commissioner of Public Safety, and as permitted in §340A.22, as it may be amended from time to time. This license allows the sale of one 375 milliliter bottle per customer per day of the product manufactured on-site as per the hours for retail off sale licenses in the licensing municipality and only for brands available for distribution by wholesalers.~~

~~Small Brewer Off sale License. In accordance with Minn. Stat. 340A.285, the City may issue a Small Brewer Off sale License for the sale of malt liquor that has been produced and packaged by the brewer to be consumer off the licensed premises. The license must be approved by the AGE. Off sale of the malt liquor may only be made during the hours as stipulated in Minn. Stat. 340A.504. The malt liquor shall be packaged in sixty four (64) ounce containers commonly known as “growlers” or in seven hundred fifty (750) milliliter bottles. The containing or bottle~~

~~must be sealed in the manner as described in Minn. Stat. The malt sold at off-sale must be removed from the premises by the latest time that “off-sale” of liquor may be made pursuant to Minn. Stat. 340A.504.~~

- (Q) Culinary Classes On-sale License. In accordance with Minn. Stat. 340A.4041, as amended, the city may issue a limited on-sale intoxicating liquor license to a business establishment (1) not otherwise eligible for an on-sale intoxicating liquor license; and (2) that, as part of its business, conducts culinary or cooking classes for which payment is made by each participant or advance reservation is required. The license authorizes the license to furnish to each participant in each class, at no additional cost to the participant, up to a maximum of six ounces of wine or 12 ounces of intoxicating malt liquor, during and part of the class, for consumption on the licensed premises only.
- (R) Caterer’s Permit. The Commissioner of Public Safety is responsible for issuing Caterer’s Permits to a restaurant that holds an on-sale intoxicating liquor license issued by the City. The holder of the Caterer’s Permit may sell intoxicating liquor in conjunction with their ~~as an incidental part of a food service that serves prepared meals~~ at a place other than the premises for which the holder’s on-sale intoxicating license is issued. The permit holder must notify either the police chief or the county sheriff of where the event will take place.
- (S) Wine or Malt Liquor Tastings. Wine or malt liquor tasting events are permitted in accordance with Minn. Stat. §340A.418, as it may be amended from time to time.

**§ 116.23 LICENSE FEES; PRO RATA.**

- (A) No license or other fee established by the city shall exceed any limit established by Minn. Stat. Ch. 340A, as it may be amended from time to time, for a liquor license.
- (B) The Council may establish from time to time the fee for any of the liquor licenses it is authorized to issue. The license fee may not exceed the cost of issuing the license and other costs directly related to the enforcement of the liquor laws and this chapter. No liquor license fee shall be increased without providing mailed notice of a hearing on the proposed increase to all affected licensees at least 30 days before the hearing.
- (C) The fee for all licenses, except temporary licenses, granted after the commencement of the license year shall be prorated on a monthly basis.
- (D) All license fees shall be paid in full at the time the application is filed with the city. If the application is denied, the license fee shall be returned to the applicant.
- (E) A refund of a pro rata share of an annual license fee may occur only if authorized by Minn. Stat. § 340A.408, subd. 5, as it may be amended from time to time.

Penalty, see § 116.99

**§ 116.24 COUNCIL DISCRETION TO GRANT OR DENY A LICENSE.**

The Council in its sound discretion may either grant or deny the application for any license or for the transfer or renewal of any license. No applicant has a right to a license under this chapter.

**§ 116.25 APPLICATION FOR LICENSE.**

(A) Form. Every application for a license issued under this chapter shall be on a form provided by the city. Every application shall state the name of the applicant, the applicant's age, representations as to the applicant's character, with references as the Council may require, the type of license applied for, the business in connection with which the proposed license will operate and its location, a description of the premises, whether the applicant is owner and operator of the business, how long the applicant has been in that business at that place, and other information as the Council may require from time to time.

**SECTION 2. EFFECTIVE DATE.** This ordinance shall take effect following its passage and publication in accordance with state law.

Passed this 15<sup>th</sup> day of July, 2024.

\_\_\_\_\_  
Jon Hawkinson, Mayor

ATTEST \_\_\_\_\_

Jasmine Miller, City Clerk

**ORDINANCE NO. 2024-07**

**CITY OF OLIVIA  
COUNTY OF RENVILLE  
STATE OF MINNESOTA**

**AN ORDINANCE AMENDING CHAPTER 116 OF THE OLIVIA CITY CODE REGARDING  
MUNICIPAL LIQUOR STORES**

The City Council of the City of Olivia does ordain:

**SECTION 1.** Sections 116.50, 116.51, 116.52, 116.531 116.54, 116.55 and 116.99 of Chapter 116 of the City of Olivia Code are amended to delete the stricken-out text as follows and add additional text as underlined:

**§ 116.50 APPLICATION OF THIS SUBCHAPTER.**

The city has in existence on the effective date of this chapter a municipal liquor store. This subchapter, consisting of §§ 116.50 through 116.55, shall apply. ~~ies only the city if it has in existence on the effective date of this chapter a municipal liquor store.~~

**§ 116.51 EXISTING MUNICIPAL STORES CONTINUED.**

If the city has in existence on the effective date of this chapter a municipal liquor store for the sale of intoxicating liquor, the store is continued. Except as provided in § 116.22, no intoxicating liquor may be sold at retail elsewhere in the city.

Penalty, see § 116.99

**§ 116.52 LOCATION.**

The municipal liquor store shall be located at a suitable place in the city as the Council determines by motion. However, no premises upon which taxes, assessments, or other public charges are delinquent shall be leased for municipal liquor store purposes. The Council shall have the right to establish additional off- sale and on-sale stores at other locations as it may, from time to time, by motion, determine.

**§ 116.53 OPERATION.**

(A) Manager. The municipal liquor store shall be in the immediate charge of a Liquor Store Manager selected by the Council and paid compensation as is fixed by the Council. The Manager shall not be a person who would be prohibited by law or any provision of this chapter from being eligible for an intoxicating liquor license. The Manager shall operate the municipal liquor store under the Council's direction and shall perform those duties in connection with the store as may be established by

the Council. The Manager shall be responsible to the Council for the conduct of the store in full compliance with this chapter and with the laws relating to the sale of intoxicating liquor and 3.2% malt liquor.

(B) Other employees. The Council may also appoint additional employees as may be required and shall fix their compensation. All employees, including the Manager, shall hold their positions at the pleasure of the Council. No person under the age of 18 shall be employed in the store.

(C) Municipal liquor store fund. All of the revenues received from the operation of a municipal liquor store shall be deposited in a municipal liquor store fund from which all ordinary operating expenses, including compensation of the Manager and employees, shall be paid. Surpluses accumulating in the fund may be transferred to the general fund of the city or to any other appropriate fund of the city by resolution of the Council, and may be expended for any municipal purpose. The handling of municipal liquor store receipts and disbursements shall comply with the procedure prescribed by law and charter for the receipts and disbursements of city funds generally.

(D) Financial statement. The Council shall provide within 90 days following the end of the calendar year for publication a balance sheet using generally accepted accounting procedures and a statement of operations of the municipal liquor store for that year. The balance sheet and statement shall be published in accordance with the provisions of M.S.Minn. Stat. § 471.6985, as it may be amended from time to time.

E) Hours of operation. The hours during which the sale of intoxicating liquor may be sold shall be within the provisions of Minn. Stat. § 340A.504 or as provided in § 116.33. No person, other than the Manager or a store employee, may remain in the municipal liquor store longer than 1/2 hour after the time when the sale of intoxicating liquor must cease.

Penalty, see § 116.99

F) Samples. The municipal liquor stores may provide, or permit a licensed manufacturer or a wholesaler or its agents to provide on the premises of the retail licensee or municipal liquor store, samples of wine, liqueurs, cordials, and distilled spirits, subject to the requirements in Minn. Stat. §340A.510. The municipal liquor store must carry the products being sampled for sale in the store at the time of the sampling. Samples must be free to the public and consumed on the premises during the permitted hours of sale of the store. Quantities of the samples must comply with state law.

#### **§ 116.54 PROOF OF FINANCIAL RESPONSIBILITY.**

The city shall demonstrate proof of financial responsibility required by licensees of retail intoxicating liquor establishments under the provisions of M.S.Minn. Stat. § 340A.409, as it may be amended from time to time.

#### **§ 116.55 ISSUANCE OF OTHER LICENSES.**



No off-sale licenses permitted; exceptions. As long as the municipal liquor dispensary is existing, no other off-sale liquor licenses shall be issued by the city except for off-sale licenses issued to brewer taprooms pursuant to this Code

(A) On-sale licenses for the sale of intoxicating liquor and wine. The Council may issue in its sound discretion on-sale licenses (to a club), as limited by the provisions of this Chapter and the provisions of M.S. § 340A.404, subd. 1(4), as it may be amended from time to time. If the voters have authorized the issuance at a special election called for that purpose, the Council may issue, in its sound discretion, on-sale liquor licenses to hotels and restaurants. The number of on-sale licenses issued under this section is governed by M.S. § 340A.413, as it may be amended from time to time, as limited by the provisions of this chapter. The issuance of these licenses is governed by the provisions of this chapter.

(B) On- and off-sale 3.2 percent malt liquor licenses. The Council may issue in its sound discretion on- and off-sale 3.2 percent malt liquor licenses, as limited by the provisions of this Chapter and the provisions of Minn. Stat. § 340A.403, as it may be amended from time to time.

~~(C) On- and off-sale brew pub, taproom and micro-distillery licenses. The Council may issue in its sound discretion on- and off-sale brew pub, taproom and micro-distillery licenses, as limited by the provisions of this Chapter and the provisions of Minn. Stat. § 340A.22 to 340A.28, as it may be amended from time to time.~~ Other licenses. Pursuant to Chapter 340A, cities with municipal liquor dispensaries, through their Council, may license the following, as limited by the provisions of this Chapter and the provisions of Minn. Stat. § 340A.22 to 340A.28, as it may be amended from time to time:

- a On- and off-sale brew pub
- b Brewer Taprooms
- c Small Brewer
- d Distilled spirits manufacturer cocktail room license.

## **§116.99 PENALTIES**

(A) Any person violating the provisions of this Chapter or Minn. Stat. Ch. 340A as it may be amended from time to time or any rules promulgated under that chapter as they may be amended from time to time is guilty of a misdemeanor and upon conviction shall be punished as provided by law. (B) The Council shall impose a civil penalty of up to \$2,000 for each violation of Minn. Stat. Ch. 340A, as it may be amended from time to time, and of this Chapter (See Appendix A). Conviction of a violation in a court of law is not required in order for the Council to impose the civil penalty. A hearing under the Administrative Procedures Act, Minn. Stat. § 14.57 to 14.69, as it may be amended from time to time, is not required before the penalty is imposed, but the Council shall hold a hearing on the proposed violation and the proposed penalty and hear any person who wishes to speak. Non-payment of the penalty is grounds for suspension or revocation of the license. The following is the minimum schedule of presumptive civil penalties which must be imposed in addition to any suspension unless the license is revoked:

(1) For the first violation within any three-year period, \$500.

- (2) For the second violation within any three-year period, \$1,000.
- (3) For the third and subsequent violations within any three-year period, \$2,000.

(C) The term "violation" as used in the Chapter includes any and all violations of the provisions in this Chapter, or of Minn. Stat. Ch. 340A, as it may be amended from time to time or any rules promulgated under that chapter as they may be amended from time to time. The number of violations shall be determined on the basis of the history of violations for the preceding three-year period.

(D) The provisions of Section 116.36 pertaining to suspension or revocation may be imposed in addition to of any administrative, or criminal penalties under this Chapter or State law.  
(Amended by Ord. 2018-02, passed 01-16-2018)

**SECTION 2. EFFECTIVE DATE.** This ordinance shall take effect following its passage and publication in accordance with state law.

Passed this 15<sup>th</sup> day of July, 2024.

\_\_\_\_\_  
Jon Hawkinson, Mayor

ATTEST \_\_\_\_\_  
Jasmine Miller, City Clerk

**ORDINANCE NO. 2024-08**

**CITY OF OLIVIA  
COUNTY OF RENVILLE  
STATE OF MINNESOTA**

**AN ORDINANCE AMENDING CHAPTER 92 OF THE OLIVIA CITY CODE  
REGARDING ASSESSABLE CURRENT SERVICES**

The City Council of the City of Olivia does ordain:

**SECTION 1.** Section 92.01 of Chapter 92 of the City of Olivia Code is amended to delete the stricken-out text and add the additional underscored text to read as follows:

***CURRENT SERVICE.*** Shall mean 1 or more of the following: snow, ice, or rubbish removal from sidewalks; weed elimination from street grass plots adjacent to sidewalks or from private property; removal or elimination of public health or safety hazards from private property, excluding any hazardous building included in M.S. " 463.15 through 463.26, as they may amended from time to time; installation or repair of water service lines; street sprinkling, street flushing, light street oiling, or other dust treatment of streets; repair of sidewalks and alleys; trimming and care of trees and removal of unsound and insect-infected trees from the public streets or private property, operation of a street lighting system; and any special charges established in the fine and fee schedule. Unpaid fees are subject to a finance charge as established in City Code §35.04.

(H) Unpaid Special Service Charges. the recovery of any disbursements under section 504B.445, subdivision 4, clause (5), including disbursements for payment of utility bills and other services, even if provided by a third party, necessary to remedy violations as described in section 504B.445, subdivision 4,

(I) False Alarm Charges. False alarm is defined as the unintended activation of an alarm system through mechanical or electronic failure, malfunction, improper installation, or the negligence of the alarm user, his employees or agents that. An alarm is a false alarm within the meaning of this definition when, upon inspection by the Police Chief, evidence indicates that no unauthorized entry, robbery, or other such crime was committed or attempted in or on the premises which would have activated a properly functioning alarm system. Any unpaid service charge against a property or individual for a false alarm not paid in full within sixty (60) days of the date of billing shall be placed as a special assessment against the property pursuant to Minnesota Statutes section 429.101, after proper notice and hearing.

~~(H)~~ (J) *Assessment.* On or before September 1 of each year, the City Clerk shall list the total unpaid charges for each type of current service and charges under this section against each separate lot or parcel to which they are attributable under this section. The City Council may then spread the charges against property benefited as a special assessment under the authority of M.S. ' 429.101, as it may be amended from time to time, and other pertinent statutes for certification to

the County Auditor and collection along with current taxes the following year or in annual installments, not exceeding 10, as the City Council may determine in each case.  
Penalty, see ' 10.99

**SECTION 2. EFFECTIVE DATE.** This ordinance shall take effect following its passage and publication in accordance with state law.

Passed this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Jon Hawkinson, Mayor

ATTEST \_\_\_\_\_

Jasmine Miller, City Clerk



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# Memorandum

To: City Council  
From: Elizabeth Torkelson, City Administration  
RE: Updated Personnel Policy

This memorandum outlines proposed updates to the City of Olivia Personnel Policy. The revisions aim to enhance clarity, ensure compliance with current laws, and improve overall employee satisfaction and productivity.

## **Rationale for Policy Change:**

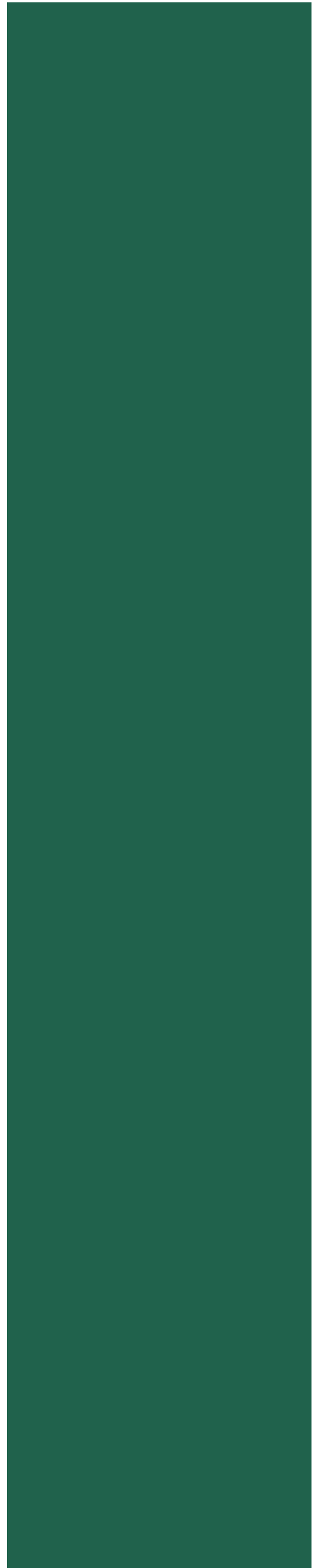
1. **Overtime Pay:** Updated to include Toward Zero Death (TZD) pay that is available to police officers who work hours specifically assigned to the TZD program.
2. **Earned Sick and Safe Time:** Adjustments to ensure full compliance with the latest guidelines.
3. **Unpaid Medical Leave of Absence:** The removal of this section allows us to streamline and consolidate our leave policies for better clarity and ease of use. All medical and family leave provisions are encompassed within our FMLA policy, ensuring a unified approach to leave management.
4. **CDL Reimbursement Policy:** The City has historically reimbursed employees who obtain a Commercial Driver's License as part of their job requirements. However, this policy establishes a reimbursement agreement should the employment end for any reason within 24 months.
5. **Lunch Breaks:** Updated to establish guidelines for meal breaks and allow flexibility for certain circumstances.
6. **Performance Reviews:** Updated to more accurately reflect the City's procedure for reviews and give's the City Administrator the authority to extend probation and withhold step increases for negative reviews.
7. **Conduct as a City Employee:** Updated to explicitly prohibit the use of city resources, equipment, and facilities for personal use

The proposed updates to the City of Olivia Personnel Policy are designed to create a more supportive, compliant, and efficient work environment. We believe these changes will benefit both the employees and the organization as a whole.

We recommend that the City Council approve the proposed updates to the Personnel Policy. Your support in this initiative is greatly appreciated.



# 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 Media Requests

All city employees have a responsibility to help communicate accurate and timely information to the public in a professional manner. Requests for private data or information outside of the scope of an individual's job duties should be routed to the appropriate department or to the data practices authority.

Any employee who identifies a mistake in reporting should bring the error to the city Administrator or other appropriate staff. Regardless of whether the communication is in the employee's official city role or in a personal capacity, employees must comply with all laws related to trademark, copyright, software use, etc.

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

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

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

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

- Identify themselves as representing the city. Account names on social media sites must be clearly connected to the city and approved by the city Administrator.
- Be respectful, professional, and truthful when providing information. In most cases, only factual information (not opinions or editorial comments) should be provided: "The city finished street cleaning on 16 streets in the northwest corner of the city this past week" instead of "The city is doing a great job with street cleaning this year!" Corrections must be issued when needed.
- Generally, not include personal opinions in official city statements. One exception is communications related to promoting a city service. For example, an employee could post the following on the city's Facebook page: "My family visited Hill Park this weekend and really enjoyed the new band shelter."

Employees who have been approved to use social media sites on behalf of the city should seek assistance from the city Administrator on this topic.

- Notify the city Administrator if they will be using their personal technology (cell phones, home computer, cameras, etc.) for city business. Employees should be aware data transmitted or stored may be subject to the Minnesota Government Data Practices Act.

#### Section 1.05 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.

- No employee of the City of Olivia shall use city resources, including but not limited to work computers, email accounts, internet access, printers, or any other city-provided tools or equipment, to apply for or seek employment outside of their current position with the City of Olivia.
- 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 (3) days or more and who do not report the absence in accordance with this policy, will be considered to have voluntarily resigned not in good standing.
- The City may waive this rule if extenuating circumstances warranted such behavior.

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

### 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.

Employees are responsible for the safekeeping and care of all such equipment. The duplication of keys owned by the city is prohibited unless authorized by the city Administrator. Any employee found having an unauthorized duplicate key will be subject to disciplinary action.

Employees of the City of Olivia are prohibited from using city resources, equipment, and facilities for personal use. This includes, but is not limited to, city-owned computers, email accounts, internet access, vehicles, tools, office supplies, and any other equipment or facilities provided by the city. Any employee found to be in violation of this policy may be subject to disciplinary action, up to and including termination of employment.

### 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
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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
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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
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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
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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.

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 or a negative performance review.

### 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 Assigning and Scheduling Work

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

### Section 5.03 Job Descriptions and Classifications

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

### Section 5.02 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 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

The City of Olivia recognizes the importance of rest periods and a flexible lunch break for employee well-being and productivity. This policy allows employees a paid twenty-minute break within each four consecutive hours of work, and the flexibility to take lunch breaks ranging from 30 to 60 minutes. All full-time and part-time employees of the City of Olivia are eligible for flexible lunch breaks.

#### **Guidelines:**

#### **(a) Lunch Break Duration**

- Employees may take a lunch break of 30 to 60 minutes each workday.
- The exact duration of the lunch break should be agreed upon with the employee's supervisor.

#### **(b) Scheduling**

- Lunch breaks should typically be taken between 11:00 AM and 2:00 PM.
- Employees should coordinate with their supervisors to ensure that lunch breaks do not disrupt departmental operations.
- Employees are encouraged to take their lunch breaks away from their workstations to promote a true break from work activities.

#### **(c) Supervisor Responsibilities**

- Supervisors should work with employees to schedule lunch breaks in a way that balances operational needs and employee preferences.
- Supervisors must ensure that all employees have an opportunity to take a lunch break within the specified time frame.

#### **(d) Compliance**

- Employees are expected to return to work promptly after their lunch break.
- Any issues or concerns regarding lunch break scheduling should be addressed with the employee's supervisor or Human Resources.

#### **(e) Exceptions**

- In certain circumstances, operational needs may require adjustments to lunch break schedules. Employees should be notified of any necessary changes as soon as possible.
- Employees with specific medical or personal needs that require a different lunch break schedule should discuss these needs with their supervisor for accommodations.

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 (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.

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 (2) 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 Time.

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

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

## Article 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.

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

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

The city cannot retaliate, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for disclosing their own wages. An employee's remedies under the Wage Disclosure Protection Law are to bring a civil action against the city and/or file a complaint with the Minnesota Department of Labor and Industry at (651) 284-5075 or (800) 342-5354.

### 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 on the following pay cycle 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.

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.

Police officers who work hours specifically assigned to the Toward Zero Deaths program shall be compensated at one and one-half (1.5) times their regular hourly rate for all hours worked under this program. All hours worked under the TZD program must be pre-approved by the designated supervisor or

program coordinator. Police officers are required to accurately record and submit their hours worked under the TZD program separately from regular duty hours.

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 Time, 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.

If one of the above employees is regularly absent from work under this policy and it is found there is excessive time away from work that is not justified, the situation will be handled as a performance issue.

If it appears that less than forty hours per week is needed to fulfill the position's responsibilities, the position will be reviewed to determine whether a part-time position will meet the needs of the city. Additional notification and approval requirements may be adopted by the city Administrator for specific situations as determined necessary.

## Article XII. PERFORMANCE REVIEWS

The City of Olivia is committed to fostering a work environment that promotes excellence, accountability, and continuous improvement. Regular performance reviews are essential to this commitment, providing employees with feedback on their performance, identifying areas for development, and recognizing accomplishments.

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

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.

Employees will receive an annual performance review, typically conducted during the employee's anniversary month. Employees may be asked to complete a self-assessment as part of the review process. Supervisors will evaluate employee performance based on predefined criteria, including job knowledge, quality of work, productivity, teamwork, and adherence to City policies. A formal meeting will be held between the employee and the supervisor to discuss the performance evaluation, set goals for the upcoming period, and address any concerns or areas for improvement.

The City Administrator has the authority to extend an employee's probationary period or to put an employee on a performance improvement plan if performance does not meet expectations. The duration of the extension will be determined based on the specific circumstances and communicated to the employee.

Pay increases are contingent upon satisfactory performance evaluations. The City Administrator has the authority to withhold pay increases if an employee's performance does not meet the required standards. Employees will be informed of the reasons for withholding a pay increase and provided with an opportunity to improve their performance before the next review cycle.

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.

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.

All performance reviews and related documentation will be maintained in the employee's personnel file. Supervisors are responsible for ensuring that performance reviews are conducted timely and that all documentation is complete and accurate.

## 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
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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 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. 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 Time

Full-time employees, except police officers, will accrue eight hours (equivalent to 1 working day) of Earned Sick and Safe Time (ESST) Leave per month at their regular straight time rate of pay. An employee may accumulate up to 96 hours of Earned Sick and Safe Time per calendar year. All full-time employees may carry-over accumulated ESST from year to year up to a maximum of 960 hours

Part-time employees who work at least 30 hours per week on a regular basis will accrue Earned Sick and Safe Time on a prorated basis of the full-time employee schedule. An employee may accumulate up to 72 hours of ESST per calendar year, and may carry over accumulated ESST from year to year up to a maximum of 960 hours.

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 time for every 30 hours worked. An employee may accumulate up to 48 hours of sick and safe time per calendar year, and may carry over accumulated ESST from year to year up to a maximum of 80 hours.

Police officers will accrue 12 hours (equivalent to 1 working day) of Earned Sick and Safe Time per month at their regular straight time rate of pay. An employee may accumulate up to 132 hours of ESST per calendar year, and may carry-over accumulated ESST from year to year up to a maximum of 960 hours.

Volunteer, paid on-call firefighters and elected officials are excluded from Earned Sick and Safe Time.

##### **(a) Earned Sick and Safe Time 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
  - To plan for or to attend a funeral or a memorial, and for time off needed to address financial or legal matters after the death of a family member.
  - 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

**(c) For Earned Sick and Safe Time 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

**(d) Advance Notice for use of Earned Sick and Safe Time**

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 Time 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 Time to find a replacement worker to cover the hours the employee will be absent.

**(e) 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 Time rights, requesting an Earned Sick and Safe Time absence, or pursuing remedies. Further, use of Earned Sick and Safe Time 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 Time.

**(f) Benefits and return to work protections**

During an employee's use of Earned Sick and Safe Time, 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 Time 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 Time absences will continue to accrue as if the employee has been continually employed.

**(g) 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 donator's rate of pay; to another employee who is suffering from a serious health condition.

**(h) Earned Sick and Safe Time Separation Payout**

A full-time employee or part-time employee who works at least 30 hours a week who voluntarily resigns or retires in good standing, and is not immediately eligible for PERA retirement benefits, will be paid for one-half of their accumulated Earned Sick and Safe Time, not to exceed 960 hours, at their straight time rate of pay.

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 Time, not to exceed 960 hours, to the employee's Health Care Savings Plan. Thus, upon retirement, payment for up to 480 hours of accumulated Earned Sick and Safe Time will be made to the employee's HCSP at the employee's straight time rate of pay.

Part-time employees working less than 30 hours a week will not be eligible for earned sick and safe time leave pay outs.

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 Time that had not been used will be reinstated. An employee is entitled to use and accrue Earned Sick and Safe Time at the commencement of reemployment. Reinstatement of ESST hours is not required if the returning employee had already exhausted or was paid out their ESST hours upon separation.

<b>Section 10.02 Vacation Leave</b>
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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 4 years	12	18
5 years through 9 years	15	22.5
10 years through 14 year	20	30
15 years through 19 years	25	37.5
20 years to max	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.

**(a) 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 as a full-time employee. Employees who are rehired after terminating City employment will not receive credit for their prior service unless specifically negotiated at the time of hire.

**(b) 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.

**(c) Vacation Separation Payout**

Full-time employees and regular part-time employees working at least 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 (4) 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.

#### 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.

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, provided the employee gives the city at least twenty days written notice, including a certification from the appointing authority stating the hourly compensation to be paid the employee for service as an election judge and the hours during which the

employee will serve. The city may reduce the wages of an employee serving as an election judge by the amount paid to the election judge by the appointing authority during the time the employee was absent from the place of employment.

Thus, employees will be paid the difference between their pay as an election judge and their regular rate of pay for their normal workday.

The city reserves the right to restrict the number of employees absent from work for the purpose of serving as an election judge to no more than 20 percent of the total work force at any single worksite.

All employees eligible to vote at a State general election, at an election to fill a vacancy in the office of United States Senator or Representative, or in a Presidential primary, will be allowed time off with pay to vote on the election day. Employees wanting to take advantage of such leave are required to work with their supervisors to avoid coverage issues. Effective July 1, 2023, employees may be absent from work for the time necessary to vote to include voting during the period allowed for voting in person before election day.

#### Section 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.

Employee benefits will not be earned by an employee while on leave without pay. However, the City's contribution toward health insurance, short term disability 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 must have first exhausted all accrued leave. Leave without pay for purposes other than medical leave or work-related injuries will be at the convenience of the City.

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 Human Resources 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 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, vacation leave 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.

## 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.

7. 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.

8. 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.
9. 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.

<b>Section 14.04 Employee Response to Disrespectful Workplace Behavior</b>
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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 employment 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 employee's 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 CDL Reimbursement Policy

The City may reimburse full-time employees of the City of Olivia seeking to obtain a Commercial Driver's License (CDL) as part of their job requirements.

All courses must be pre-approved by the City Administrator. 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 license that was pre-approved.

In order to qualify for the CDL Reimbursement, you must first do all of the following:

- A. Advise your supervisor and the City Administrator, prior to enrolling for the CDL course, 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 reimbursement of tuition and fees.

- 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 and all expenses related to obtaining a commercial drivers license if your employment terminates for any reason within 24 months after completing the course.
- C. The employees' position at the City must require a CDL as a condition of employment.
- D. You must be a full-time employee of the City and be in good standing with no disciplinary actions in the last six-months.
- E. If your employment with the City terminates for any reason within 24 months after completing the course, you must agree to pay the City back for 100% of the expenses.

#### 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.

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 jointly 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, including sales tax and gratuity, will be reimbursed up to, but not to exceed, the General Services Administration (GSA) rates. Itemized receipts are required when requesting reimbursement. 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.

COMPANY: 999 - Pooled Cash Fund  
 ACCOUNT: 10100 Pooled Cash  
 TYPE: Bank Draft, Check, EFT  
 STATUS: All  
 FOLIO: All

CHECK DATE: 6/01/2024 THRU 6/30/2024  
 CLEAR DATE: 0/00/0000 THRU 99/99/9999  
 STATEMENT: 0/00/0000 THRU 99/99/9999  
 VOIDED DATE: 0/00/0000 THRU 99/99/9999  
 AMOUNT: 0.00 THRU 999,999,999.99  
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
BANK DRAFT:								
10100	6/07/2024	BANK-DRAFT	001818	American Bank	14,296.03CR	OUTSTND	A	0/00/0000
10100	6/07/2024	BANK-DRAFT	001819	MN Department of Revenue	3,127.02CR	OUTSTND	A	0/00/0000
10100	6/07/2024	BANK-DRAFT	001820	Public Employees Retirement As	13,209.77CR	OUTSTND	A	0/00/0000
10100	6/07/2024	BANK-DRAFT	001821	Olivia, City of	447.45CR	OUTSTND	A	0/00/0000
10100	6/07/2024	BANK-DRAFT	001822	HealthEquity, Inc.	3,924.57CR	OUTSTND	A	0/00/0000
10100	6/07/2024	BANK-DRAFT	001823	MassMutual Retirement Services	225.00CR	OUTSTND	A	0/00/0000
10100	6/12/2024	BANK-DRAFT	001824	CardConnect	2,077.28CR	OUTSTND	A	0/00/0000
10100	6/12/2024	BANK-DRAFT	001825	Global Payments/OpenEdge	3,155.64CR	OUTSTND	A	0/00/0000
10100	6/18/2024	BANK-DRAFT	061824	General Sales Tax May	12,129.00CR	OUTSTND	G	0/00/0000
10100	6/18/2024	BANK-DRAFT	061825	Liquor Sales Tax May	9,831.00CR	OUTSTND	G	0/00/0000
10100	6/21/2024	BANK-DRAFT	001826	American Bank	13,855.10CR	OUTSTND	A	0/00/0000
10100	6/21/2024	BANK-DRAFT	001827	MN Department of Revenue	2,868.54CR	OUTSTND	A	0/00/0000
10100	6/21/2024	BANK-DRAFT	001828	Public Employees Retirement As	12,256.91CR	OUTSTND	A	0/00/0000
10100	6/21/2024	BANK-DRAFT	001829	Olivia, City of	447.45CR	OUTSTND	A	0/00/0000
10100	6/21/2024	BANK-DRAFT	001830	HealthEquity, Inc.	3,924.57CR	OUTSTND	A	0/00/0000
10100	6/21/2024	BANK-DRAFT	001831	MassMutual Retirement Services	225.00CR	OUTSTND	A	0/00/0000
10100	6/25/2024	BANK-DRAFT	001832	AFLAC	125.94CR	OUTSTND	A	0/00/0000
10100	6/25/2024	BANK-DRAFT	001833	Colonial Life Insurance	585.96CR	OUTSTND	A	0/00/0000
10100	6/26/2024	BANK-DRAFT	001834	Casey's Business MasterCard	4,848.11CR	OUTSTND	A	0/00/0000
10100	6/26/2024	BANK-DRAFT	001835	CenterPoint Energy	639.45CR	OUTSTND	A	0/00/0000
10100	6/26/2024	BANK-DRAFT	001836	HealthEquity, Inc.	47.20CR	OUTSTND	A	0/00/0000
10100	6/26/2024	BANK-DRAFT	001837	Missouri River Energy Services	45,431.06CR	OUTSTND	A	0/00/0000
10100	6/26/2024	BANK-DRAFT	001838	Renville Sibley Coop Pow.	57.10CR	OUTSTND	A	0/00/0000
10100	6/26/2024	BANK-DRAFT	001839	US Bank Purchasing Card Progra	5,587.23CR	OUTSTND	A	0/00/0000

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
CHECK:								
10100	6/07/2024	CHECK	067863	Hadler, Kari E	70.14CR	OUTSTND	P	0/00/0000
10100	6/07/2024	CHECK	067864	Beverage Wholesalers Inc.	384.85CR	OUTSTND	A	0/00/0000
10100	6/07/2024	CHECK	067865	BreakThru Beverage MN Wine & S	3,130.71CR	OUTSTND	A	0/00/0000
10100	6/07/2024	CHECK	067866	Johnson Bros-St. Paul	2,378.59CR	OUTSTND	A	0/00/0000
10100	6/07/2024	CHECK	067867	Nothing But Hemp DBA Emerald E	846.00CR	OUTSTND	A	0/00/0000
10100	6/07/2024	CHECK	067868	Phillips St. Paul	2,836.25CR	OUTSTND	A	0/00/0000
10100	6/07/2024	CHECK	067869	Viking Beverages	7,698.30CR	OUTSTND	A	0/00/0000
10100	6/07/2024	CHECK	067870	Viking Coca-Cola Bottling	394.10CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067871	4Imprint, Inc.	382.54CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067872	Adult Client Training Services	1,260.00CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067873	Amaril Uniform Company	459.65CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067874	Amazon Capital Services, Inc.	109.37CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067875	B & B Transformer, Inc.	42,451.82CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067876	Balderston, Neil	492.27CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067877	Bethesda	9,544.37CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067878	Border States Electric Supply	6,223.23CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067879	Carlson's Collision & Glass, I	307.31CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067880	CenturyLink Business Service	393.86CR	OUTSTND	A	0/00/0000

COMPANY: 999 - Pooled Cash Fund  
 ACCOUNT: 10100 Pooled Cash  
 TYPE: Bank Draft, Check, EFT  
 STATUS: All  
 FOLIO: All

CHECK DATE: 6/01/2024 THRU 6/30/2024  
 CLEAR DATE: 0/00/0000 THRU 99/99/9999  
 STATEMENT: 0/00/0000 THRU 99/99/9999  
 VOIDED DATE: 0/00/0000 THRU 99/99/9999  
 AMOUNT: 0.00 THRU 999,999,999.99  
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
10100	6/12/2024	CHECK	067881	Chappell Central, Inc.	791.20CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067882	Cintas Corporation	189.11CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067883	Electric Pump Inc.	3,695.31CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067884	Farmers Coop Oil Company	1,468.65CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067885	Farmers Coop Oil Company	162.71CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067886	Fire Catt, LLC	3,064.50CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067887	Forum Communications Company	1,404.00CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067888	Galls, LLC	802.57CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067889	Hawkins Inc.	10,792.46CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067890	Hubin Publishing Inc.	135.85CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067891	Jahnke Water Inc.	76.50CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067892	John Deere Financial	38.44CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067893	JT Services	440.05CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067894	Kandiyohi Power Cooperative	4,411.89CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067895	Kendall, Marcus	130.00CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067896	LightBeam Internet	3,739.50CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067897	Lloyd Management	1,158.78CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067898	LMCIT	28,521.00CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067899	VOID CHECK	0.00	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067900	Locators & Supplies, Inc.	209.00CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067901	Mac's Inc (BlueTarp Financial,	1,889.02CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067902	Marco, Inc.	40.00CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067903	Marco, Inc.	745.93CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067904	Molly Krakowski Inc	325.00CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067905	MN Dept of Commerce	399.72CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067906	MN Pollution Control Agency	55.00CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067907	MN Pollution Control Agency	585.00CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067908	NAPA Auto Parts	383.19CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067909	Nissen Slabjacking Inc.	2,700.00CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067910	Olivia Tire & Service Inc.	342.00CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067911	Pioneerland Library Sys	26,912.50CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067912	Pro Equipment Sales Inc	240.55CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067913	PT Mac, Inc.	1,167.56CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067914	Redwood Valley Technical Solut	80.00CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067915	Ren Co Solid Waste	77.86CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067916	Renco Publishing Inc.	95.00CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067917	Share Corp	546.01CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067918	Sigurdson, Richard	543.20CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067919	Staples Business Advantage	306.18CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067920	Stryker Sales, LLC	582.92CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067921	SW Dust Treatment, Inc.	3,465.00CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067922	SW Initiative Foundation	1,550.00CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067923	The Home City Ice Company	545.51CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067924	USA Blue Book	544.14CR	OUTSTND	A	0/00/0000



COMPANY: 999 - Pooled Cash Fund  
 ACCOUNT: 10100 Pooled Cash  
 TYPE: Bank Draft, Check, EFT  
 STATUS: All  
 FOLIO: All

CHECK DATE: 6/01/2024 THRU 6/30/2024  
 CLEAR DATE: 0/00/0000 THRU 99/99/9999  
 STATEMENT: 0/00/0000 THRU 99/99/9999  
 VOIDED DATE: 0/00/0000 THRU 99/99/9999  
 AMOUNT: 0.00 THRU 999,999,999.99  
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	-----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:	-----							
10100	6/12/2024	CHECK	067925	Utility Consultants, Inc.	825.45CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067926	Valley Elec of Olivia Inc	4,756.95CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067927	Verizon Wireless	804.97CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067928	Vision Systems & Cons Inc	2,859.40CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067929	Vivid Image, Inc.	600.00CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067930	WESCO Distribution Inc.	4,247.96CR	OUTSTND	A	0/00/0000
10100	6/12/2024	CHECK	067931	WIDSETH	97,763.90CR	OUTSTND	A	0/00/0000
10100	6/25/2024	CHECK	067932	Blue Cross Blue Shield of Minn	15.33CR	OUTSTND	A	0/00/0000
10100	6/25/2024	CHECK	067933	BlueCross BlueShield of MN - H	21,631.87CR	OUTSTND	A	0/00/0000
10100	6/25/2024	CHECK	067934	VOID CHECK	0.00	OUTSTND	A	0/00/0000
10100	6/25/2024	CHECK	067935	VOID CHECK	0.00	OUTSTND	A	0/00/0000
10100	6/25/2024	CHECK	067936	VOID CHECK	0.00	OUTSTND	A	0/00/0000
10100	6/25/2024	CHECK	067937	VOID CHECK	0.00	OUTSTND	A	0/00/0000
10100	6/25/2024	CHECK	067938	Law Enforcement Labor Services	282.00CR	OUTSTND	A	0/00/0000
10100	6/25/2024	CHECK	067939	Madison National Life Ins Co,	831.35CR	OUTSTND	A	0/00/0000
10100	6/25/2024	CHECK	067940	VOID CHECK	0.00	OUTSTND	A	0/00/0000
10100	6/25/2024	CHECK	067941	MN Life Insurance Company	324.90CR	OUTSTND	A	0/00/0000
10100	6/25/2024	CHECK	067942	VOID CHECK	0.00	OUTSTND	A	0/00/0000
10100	6/26/2024	CHECK	067943	Abdo LLP	5,000.00CR	OUTSTND	A	0/00/0000
10100	6/26/2024	CHECK	067944	ABM Equipment & Supply LLC	1,408.99CR	OUTSTND	A	0/00/0000
10100	6/26/2024	CHECK	067945	Amaril Uniform Company	187.36CR	OUTSTND	A	0/00/0000
10100	6/26/2024	CHECK	067946	Amazon Capital Services, Inc.	68.96CR	OUTSTND	A	0/00/0000
10100	6/26/2024	CHECK	067947	American Solutions	323.72CR	OUTSTND	A	0/00/0000
10100	6/26/2024	CHECK	067948	Anderson,Larson,Klaassen,Dahla	5,966.00CR	OUTSTND	A	0/00/0000
10100	6/26/2024	CHECK	067949	Artisan Beer Company	80.75CR	OUTSTND	A	0/00/0000
10100	6/26/2024	CHECK	067950	Beverage Wholesalers Inc.	288.65CR	OUTSTND	A	0/00/0000
10100	6/26/2024	CHECK	067951	Braun Intertec Corporation	1,646.40CR	OUTSTND	A	0/00/0000
10100	6/26/2024	CHECK	067952	BreakThru Beverage MN Wine & S	5,681.98CR	OUTSTND	A	0/00/0000
10100	6/26/2024	CHECK	067953	CenturyLink Business Service	125.28CR	OUTSTND	A	0/00/0000
10100	6/26/2024	CHECK	067954	Chappell Central, Inc.	2,793.00CR	OUTSTND	A	0/00/0000
10100	6/26/2024	CHECK	067955	Cintas Corporation	231.54CR	OUTSTND	A	0/00/0000
10100	6/26/2024	CHECK	067956	Customized Fire Rescue Trainin	750.00CR	OUTSTND	A	0/00/0000
10100	6/26/2024	CHECK	067957	Dinges Partners Group LLC	14,220.00CR	OUTSTND	A	0/00/0000
10100	6/26/2024	CHECK	067958	Farwest Line Specialties, LLC	1,549.72CR	OUTSTND	A	0/00/0000
10100	6/26/2024	CHECK	067959	Ferguson Waterworks, Inc.	189.29CR	OUTSTND	A	0/00/0000
10100	6/26/2024	CHECK	067960	Forum Communications Company	380.00CR	OUTSTND	A	0/00/0000
10100	6/26/2024	CHECK	067961	Garage Door Store	1,135.00CR	OUTSTND	A	0/00/0000
10100	6/26/2024	CHECK	067962	Gordy Serbus & Sons LLC	520.20CR	OUTSTND	A	0/00/0000
10100	6/26/2024	CHECK	067963	H & L Stationery & Supply	57.00CR	OUTSTND	A	0/00/0000
10100	6/26/2024	CHECK	067964	Hawkins Inc.	50.00CR	OUTSTND	A	0/00/0000
10100	6/26/2024	CHECK	067965	J Berg Sales & Service Inc.	3.80CR	OUTSTND	A	0/00/0000
10100	6/26/2024	CHECK	067966	Johnson Bros-St. Paul	8,561.59CR	OUTSTND	A	0/00/0000
10100	6/26/2024	CHECK	067967	JT Services	27,156.00CR	OUTSTND	A	0/00/0000
10100	6/26/2024	CHECK	067968	Kennedy & Graven, Chartered	7,250.00CR	OUTSTND	A	0/00/0000

COMPANY: 999 - Pooled Cash Fund  
 ACCOUNT: 10100 Pooled Cash  
 TYPE: Bank Draft, Check, EFT  
 STATUS: All  
 FOLIO: All

CHECK DATE: 6/01/2024 THRU 6/30/2024  
 CLEAR DATE: 0/00/0000 THRU 99/99/9999  
 STATEMENT: 0/00/0000 THRU 99/99/9999  
 VOIDED DATE: 0/00/0000 THRU 99/99/9999  
 AMOUNT: 0.00 THRU 999,999,999.99  
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
10100	6/26/2024	CHECK	067969	League of MN Cities Ins Trust	1,000.00CR	OUTSTND	A	0/00/0000
10100	6/26/2024	CHECK	067970	Locators & Supplies, Inc.	209.00CR	OUTSTND	A	0/00/0000
10100	6/26/2024	CHECK	067971	Marco Inc.	219.75CR	OUTSTND	A	0/00/0000
10100	6/26/2024	CHECK	067972	Marco, Inc.	170.00CR	OUTSTND	A	0/00/0000
10100	6/26/2024	CHECK	067973	Marco, Inc.	2,981.73CR	OUTSTND	A	0/00/0000
10100	6/26/2024	CHECK	067974	MFSCB	126.00CR	OUTSTND	A	0/00/0000
10100	6/26/2024	CHECK	067975	Mike's Small Engine Center, In	61.78CR	OUTSTND	A	0/00/0000
10100	6/26/2024	CHECK	067976	MN Association of Small Cities	1,373.50CR	OUTSTND	A	0/00/0000
10100	6/26/2024	CHECK	067977	Next Step Creativity	105.00CR	OUTSTND	A	0/00/0000
10100	6/26/2024	CHECK	067978	Olivia Floral	6,486.40CR	OUTSTND	A	0/00/0000
10100	6/26/2024	CHECK	067979	Phillips St. Paul	3,387.84CR	OUTSTND	A	0/00/0000
10100	6/26/2024	CHECK	067980	Pitney Bowes Inc.	333.00CR	OUTSTND	A	0/00/0000
10100	6/26/2024	CHECK	067981	Ren Co Administration	72,519.13CR	OUTSTND	A	0/00/0000
10100	6/26/2024	CHECK	067982	Short Elliot Hendrickson Inc.	25,630.32CR	OUTSTND	A	0/00/0000
10100	6/26/2024	CHECK	067983	Small Lot MN	839.38CR	OUTSTND	A	0/00/0000
10100	6/26/2024	CHECK	067984	Southern Glazer's of MN	4,751.08CR	OUTSTND	A	0/00/0000
10100	6/26/2024	CHECK	067985	WESCO Distribution Inc.	6,603.92CR	OUTSTND	A	0/00/0000
10100	6/26/2024	CHECK	067986	West Central Comm. Inc.	270.00CR	OUTSTND	A	0/00/0000
10100	6/26/2024	CHECK	067987	Wine Merchants	443.94CR	OUTSTND	A	0/00/0000
10100	6/28/2024	CHECK	067988	US Postal Service	830.72CR	OUTSTND	A	0/00/0000
EFT:								
10100	6/10/2024	EFT	000786	TOW Dist Corp	6,579.40CR	OUTSTND	A	0/00/0000
10100	6/10/2024	EFT	000787	Bellboy Corporation	3,969.19CR	OUTSTND	A	0/00/0000
10100	6/10/2024	EFT	000788	Dahlheimer Beverage LLC	18,177.86CR	OUTSTND	A	0/00/0000
10100	6/13/2024	EFT	000789	Gopher State One-Call	87.75CR	OUTSTND	A	0/00/0000
10100	6/13/2024	EFT	000790	MN Municipal Power Agency	59,072.99CR	OUTSTND	A	0/00/0000
10100	6/13/2024	EFT	000791	Department of Energy	43,418.02CR	OUTSTND	A	0/00/0000
10100	6/13/2024	EFT	000792	Power System Eng., Inc.	3,160.00CR	OUTSTND	A	0/00/0000
10100	6/27/2024	EFT	000793	TOW Dist Corp	11,202.15CR	OUTSTND	A	0/00/0000
10100	6/27/2024	EFT	000794	CenturyLink	993.08CR	OUTSTND	A	0/00/0000
TOTALS FOR ACCOUNT 10100				CHECK	TOTAL:	533,627.97CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	146,660.44CR		
				BANK-DRAFT	TOTAL:	153,322.38CR		

COMPANY: 999 - Pooled Cash Fund  
 ACCOUNT: 10100 Pooled Cash  
 TYPE: Bank Draft, Check, EFT  
 STATUS: All  
 FOLIO: All

CHECK DATE: 6/01/2024 THRU 6/30/2024  
 CLEAR DATE: 0/00/0000 THRU 99/99/9999  
 STATEMENT: 0/00/0000 THRU 99/99/9999  
 VOIDED DATE: 0/00/0000 THRU 99/99/9999  
 AMOUNT: 0.00 THRU 999,999,999.99  
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT            --DATE--    --TYPE--    NUMBER    -----DESCRIPTION-----    ----AMOUNT---    STATUS    FOLIO    CLEAR DATE

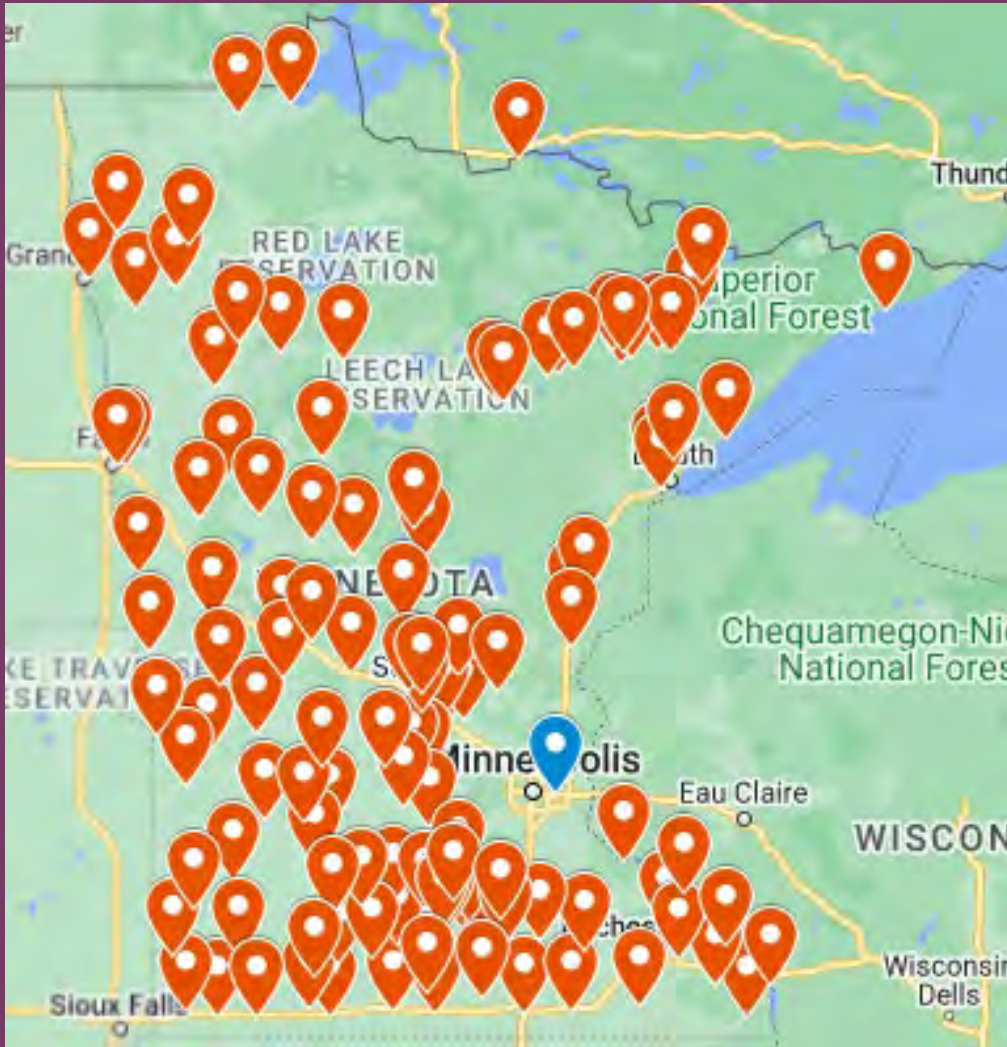
TOTALS FOR Pooled Cash Fund	CHECK	TOTAL:	533,627.97CR
	DEPOSIT	TOTAL:	0.00
	INTEREST	TOTAL:	0.00
	MISCELLANEOUS	TOTAL:	0.00
	SERVICE CHARGE	TOTAL:	0.00
	EFT	TOTAL:	146,660.44CR
	BANK-DRAFT	TOTAL:	153,322.38CR



# 2024 City Visit

Olivia, Darrin Lee, July 15





# CGMC – More than 100 cities across the state working together

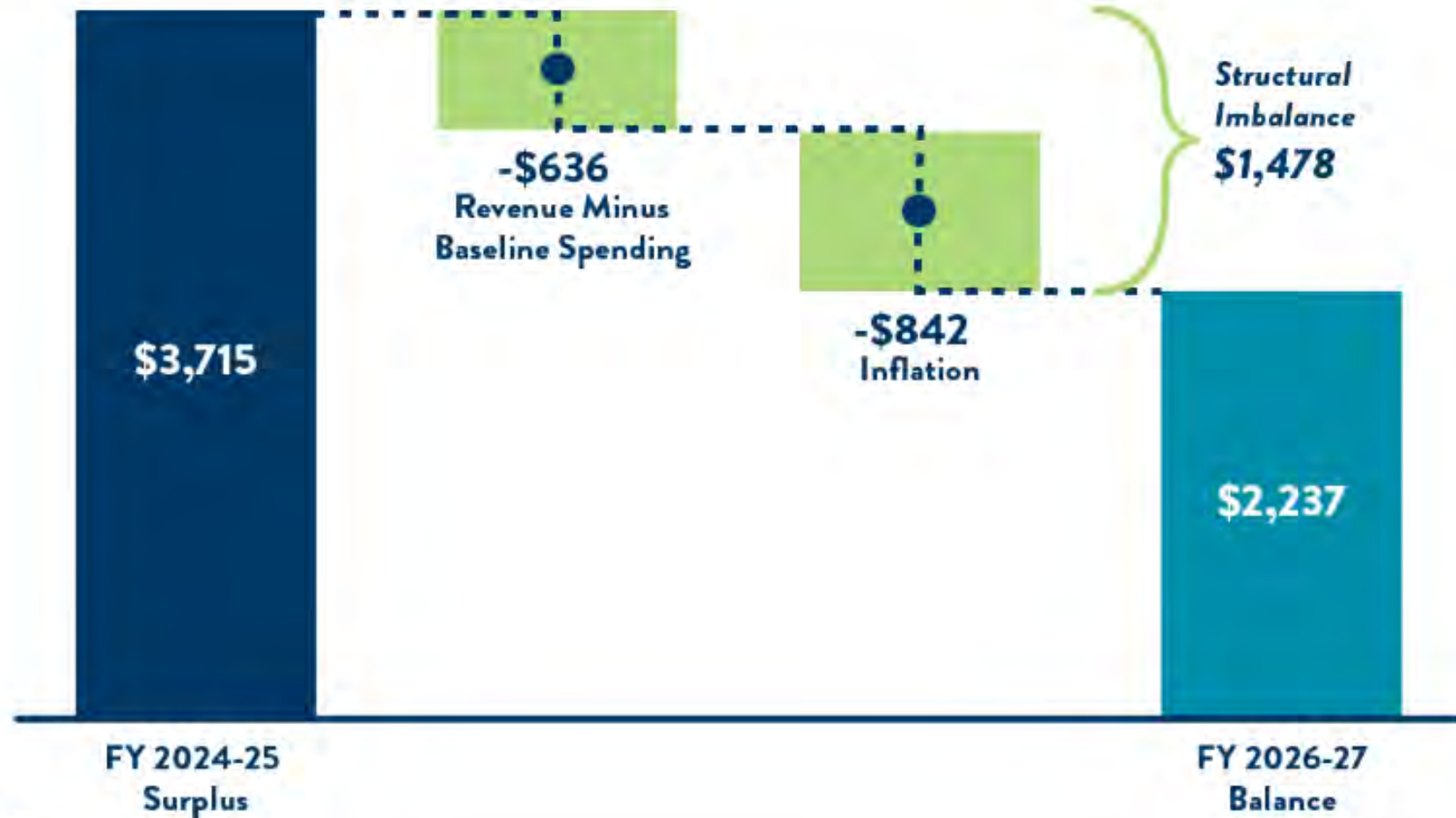
- Local Government Aid/Property Taxes
- Environment and Energy
- Economic Development
- Transportation
- Annexation and Land Use
- Labor and Employment



# Session begins with fairly low expectations

- November forecast = very limited cash spending
- Hangover from 2023
  - Tax bill fix
  - SRO fix
  - Cannabis
  - Uber/Lyft
- Short list of priorities
  - Traditional year for a bonding bill
  - Constitutional amendments?
  - Policy, policy, policy
- New Senate majority leader

# February '24 budget forecast



\$ in millions

Graphic courtesy of Minnesota Management & Budget (February 2024)

# CGMC 2024 legislative agenda



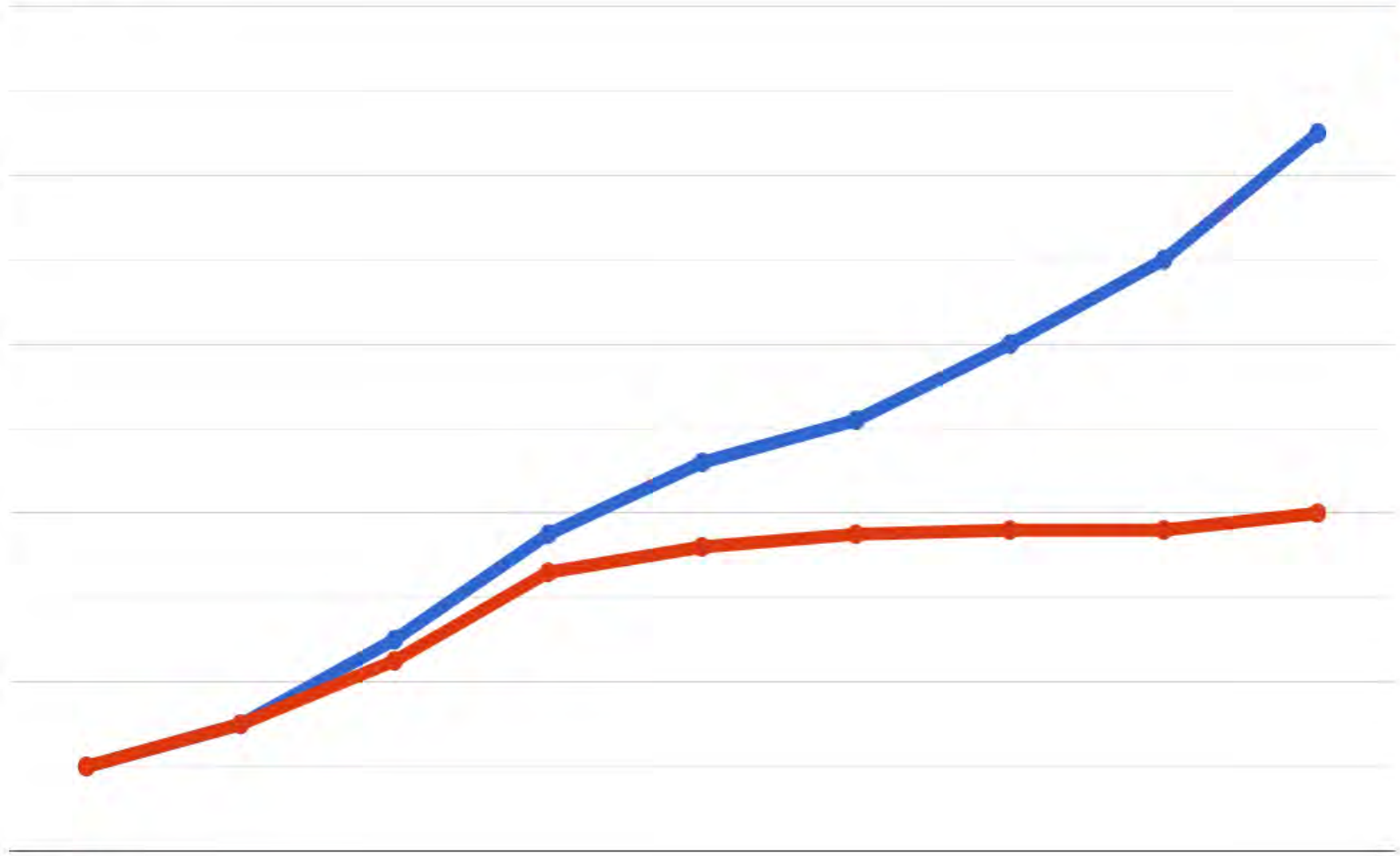
- \$120 million one-time EMS aid for struggling rural ambulance service providers
- Bonding bill
  - Public Facilities Authority funds
  - Greater Minnesota Child Care Facilities grants
  - Business Development Public Infrastructure grants
  - Local infrastructure projects across Greater MN
  - Lead line inventory and replacement
- Pump the brakes on new policy/mandates





# Emergency Medical Services

# EMS providers in MN cannot afford to operate

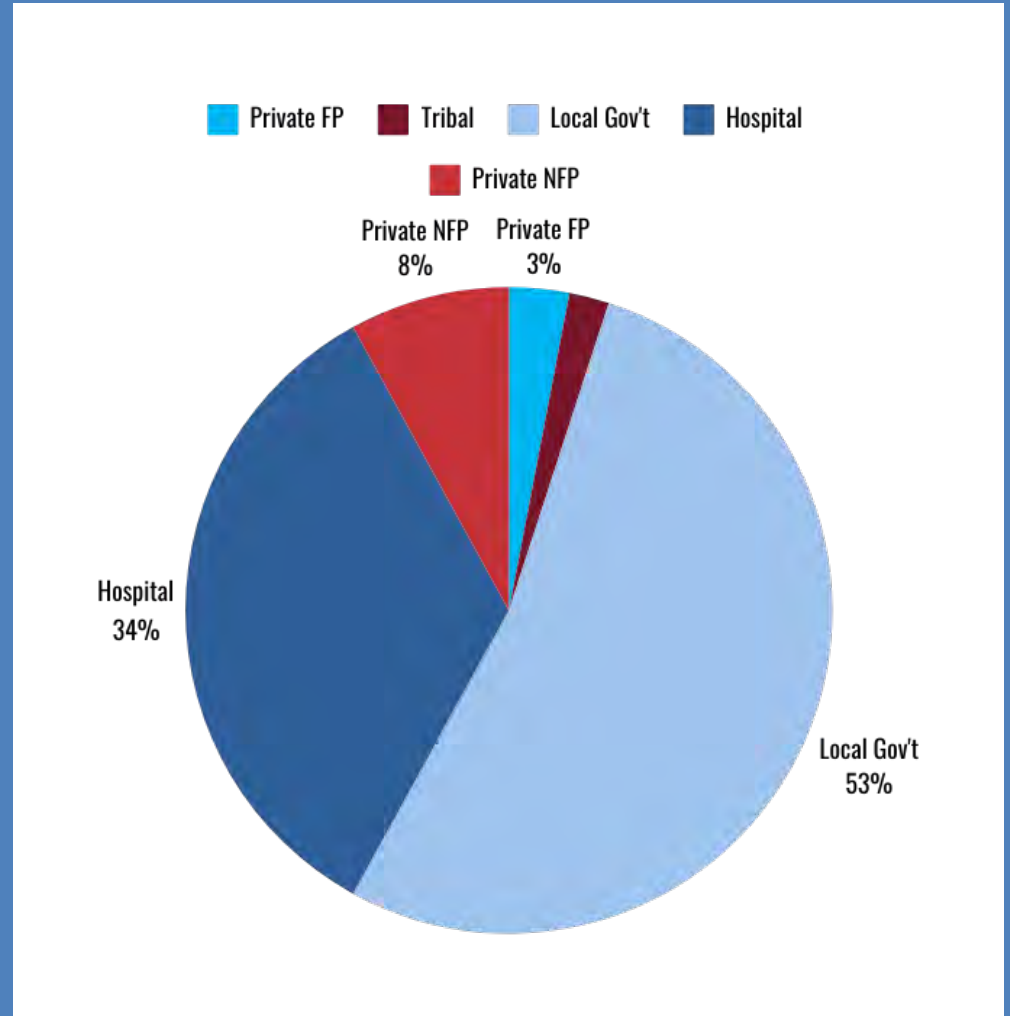


■ Cost of providing EMS  
■ Insurance reimbursements

## Ground ambulance service deficits in 2022

<b>Total insurance revenues (93% of all reported revenues)</b>	<b>\$449,906,842</b>
Total operational expenses	(\$455,627,710)
Reported annual capital expenses	(\$60,661,960)
Volunteer labor subsidy	(\$55,789,657)
<b>Net total reported operating deficit statewide in CY 2022</b>	<b>(\$122,172,485)</b>

## Ownership of ambulance licenses



# CGMC proposed solutions:

## Phase One 2024

- Passage of an **immediate \$120 million emergency ambulance aid appropriation** to keep services operating in the near term

## Phase Two 2025-26

- **Sustainable funding mechanism to offset Medicare/Medicaid shortfalls**
- Support reforms that benefit rural services
- Ensure local governments have a seat at the table

## Phase Three Long-term

- Advocate for higher reimbursement amounts
- Advocate for sensible reforms
- Advocate for funding for service delivery improvements and efficiencies





# Despite broad coalition and bipartisan support, EMS aid bill faced uphill journey

- H.F. 3992 (Lislegard) and S.F. 3886 (Hauschild) introduced
  - Bills heard in House & Senate Tax and HHS committees
  - DFL leadership resistant, citing lack of budget surplus
- Other EMS proposals created some challenges
  - Governor's supplemental budget: \$10 million to ambulance service providers in just Northeast and Central regions
- Republican strategy = bonding bill rider?



Hibbing Mayor Pete Hyduke testifies before the Senate Tax Committee in support of the CGMC's \$120M aid bill

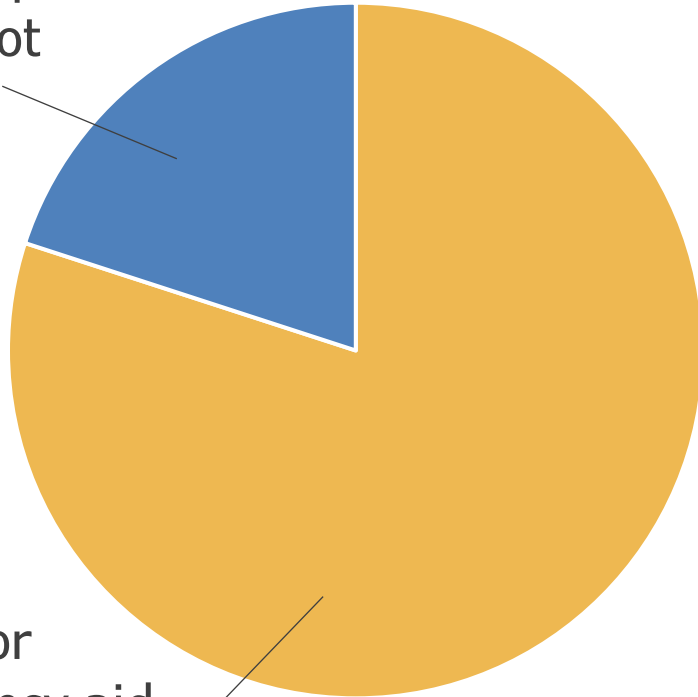


CGMC lobbyist Erik Simonson testifies before the House Property Tax Division in support of the CGMC's \$120M aid bill



# Final outcome on EMS

**\$6M** for sprint medic pilot program



**\$24M** for emergency aid payments

- CGMC worked with stakeholders to craft final bill and funding distribution formula
  - Aid will go primarily to rural EMS providers
- Passage in final hours of session
- Far under CGMC goal – but still a step forward
- Brought issue to widespread attention in legislature & media
- Setting the stage for next year
  - Additional emergency funding
  - Longer-term solutions
- CGMC will continue to be involved





# Bonding



# Background on the bonding bill

- Traditional year for a bonding bill
- Bonding bill remains only place for any meaningful GOP influence
- State had a debt capacity for \$980M (February forecast) vs. \$830M (November forecast)
- Governor's bonding proposal
  - \$819.4M G.O. bonds
  - \$169.6M other sources
  - Heavy on state-owned assets
  - Very little set aside for local projects



CGMC lobbyist Elizabeth Wefel urges the House Capital Investment Committee to include Greater Minnesota priorities in their bonding proposal



# CGMC asks



## Appropriations

- Public Facility Authority Water Infrastructure Programs – \$299M
  - Point Source Implementation Grant (PSIG) Program – \$130M
  - Water Infrastructure Fund (WIF) – \$130M
  - State match for local roads – \$39M
- Public Facility Authority Lead Line Replacement – \$180M
- Greater MN Child Care Facilities Grant Program – \$20M
- Greater MN Housing Public Infrastructure Grants – \$20M
- Business Development Public Infrastructure – \$20M

## Policy

- Increase PSIG cap from \$7M to \$12M
- Increase WIF cap from \$5M to \$10M

# Why did the bonding bill fail?

- Arrest of Senator Mitchell complicates legislative dynamics
- Quirks of the legislative calendar
- Hangover from last year's bonding bill
- Other priorities took precedence in the final days of session
  - ERA, gun control, Uber/Lyft





# Housing & Zoning

# “Missing Middle”/Zoning Preemption

Goal of legislature:

- Create more housing by increasing density
- Address climate change issues through land use
- Address historical race-based zoning practices
- Original versions could have required cities to:
  - Allow up to 8-plexes on land zoned for single family housing
  - Allow Accessory Dwelling Units by right on most residentially-zoned properties
  - Allow multifamily housing to be built in commercially-zoned areas
- Also included restrictions on parking minimums and design standards





# Housing bills dead... for now

- Bills initially supported by DFL and GOP legislators, housing advocates, developers
- CGMC and other city groups voiced opposition
  - CGMC testified against proposals in House and Senate
  - Work behind the scenes with Housing chairs to amend bill, find compromise?
- House passed amended version of multifamily proposal to the floor
- Bill died in Senate due to suburban opposition
- Likely will be revisited in 2025
- Housing chairs have voiced commitment to continued discussions in interim



# Other CGMC priorities

**Local Sales Tax** – Language from both House and Senate would have allowed cities to authorize LSTs in some cases without legislative approval, but the provision was stripped in conference committee.

**TIF/Prevailing Wage** – Language dropped in conference committee, but the topic will likely see more discussion in the interim and in the 2025 session.

**Small City Streets** – Assistance program for cities under 5,000 pop. got \$11.35 million in one-time bridge funding until tax/fee revenues build up

**Greenhouse Gas** – CGMC-sponsored language included in final bill that will allow more flexibility for highway expansion projects and ensure safety is a priority.

**Bonding bill replacement fund** – Language requiring local governments to create a replacement fund for projects receiving state funding did not pass, but may resurface in the future.





# Looking Ahead

# 2025 Legislative Session



- Election
  - Every House seat up for reelection
    - Many members retiring on both sides
  - At least one Senate special election
  - CGMC candidate packet!
  - President, U.S. House, Klobuchar Senate seat
- 94<sup>th</sup> legislature will convene on January 14, 2025



# CGMC Upcoming Events



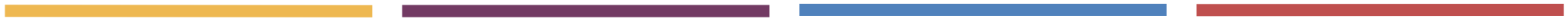
**2024 CGMC Summer Conference – July 24-26, Waite Park & St. Joseph**

**2024 CGMC Fall Conference – November 21-22, Alexandria**

**2025 CGMC Legislative Action Day – February 12, 2025, St. Paul**

Reach out to Emma Nelson at [ennelson@flaherty-hood.com](mailto:ennelson@flaherty-hood.com) with any questions about CGMC events!

# Questions?





# Memorandum

To: City Council

From: Parks & Recreation Board

RE: Recommendation for Purchase and Installation of Fence Around Pickleball Court

At the July 2 Parks and Recreation Board meeting, the members unanimously approved recommending that the City Council approve the purchasing and installation of a fence around the Pickleball Court at Sunrise Park.

A fence around the pickleball court will ensure that stray balls are contained within the court area, reducing the risk of them causing accidents or damage outside the designated playing area. This is particularly important given the increasing popularity of pickleball and the potential for stray balls to interfere with neighboring properties or pedestrians

Enclosing the court with a fence, will also deter people from biking, rollerblading, skate board and driving their golf carts on the pickleball court. This will help preserve the quality of the court and ensure it remains a well-maintained community asset.

Staff recommendation is to move forward with the quote from Century to furnish and install 240 LF of 6-foot-high galvanized chain link fence at a price of \$12,915.

Kal Torkelson

West Central Roofing

6/28/2024 | 30 Photos

# Olivia City Library



# Section 1

SW Roof should be replaced now if possible or major repairs done. Some repairs should be made to the upper roof also

1



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Creator: Jeremy Frank

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Creator: Jeremy Frank



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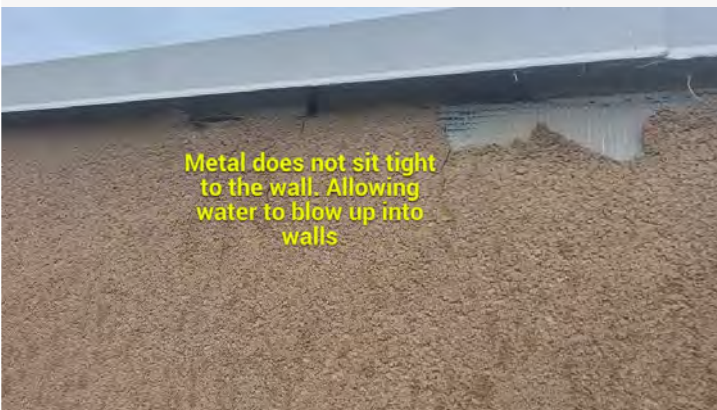
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Creator: Jeremy Frank



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Creator: Jeremy Frank

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Project: Olivia Public Library  
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Creator: Jeremy Frank

CONTRACT FOR COLLECTION AND DISPOSAL  
OF REFUSE AND RECYCLABLE MATERIAL IN  
THE CITY OF OLIVIA, MINNESOTA

I. PURPOSE AND ORGANIZATION

- A. Purpose. West Central Sanitation, Inc., (the CONTRACTOR) shall collect all refuse as defined herein, within the corporate boundaries of the CITY OF OLIVIA (the CITY) at least once each week during the term of the Contract. The City hereby grants to Contractor the exclusive right to collect and dispose of all refuse within the City.
- B. Organization. CONTRACTOR is a Minnesota Corporation. CITY is a municipality of the State of Minnesota.

II. TERM

The term of the Contract shall be a period often (2) years commencing July 7, 2024.

III. DEFINITIONS

- A. Additional Collection Service shall include all items that are collected in excess of that allowed for a Household unit in the approved volume-based bags.
- B. Refuse shall mean non-recyclable material intended by the household owner or commercial occupant to be discarded, which is picked up by the licensed Contractor.
- C. Non-recyclable Materials shall include all REFUSE which does not meet the definition of a recyclable material.
- D. Contract Household shall be a single-family residential dwelling, excluding mobile homes, or any single unit of building consisting of four (4) or less separate dwelling units with individual kitchen facilities for each located in the CITY.
- E. Refuse Container means a watertight, non-flammable receptacle with a tight-fitting lid, preferably rubberized or plastic.
- F. Toxic and Hazardous Wastes are waste materials, including but not limited to, poisons, wastes, radioactive materials, flammable or explosive materials and similar harmful chemicals and wastes which require special handling and must be disposed of in a manner to conserve the environment and protect the public health and safety.
- G. Volume-Based Charges for refuse and garbage collection means the availability of charges to households that vary based on limits of garbage and refuse which a household is permitted to dispose of within the approved bags.
- H. White Goods are large household items including refrigerators, stoves, dishwashers, washers and dryers, water heaters and household goods.
- I. Commercial Refuse Generators shall be any business, entity or location within the City, not including "Contract Households" as defined, which generates refuse requiring collection by Contractor.

#### IV. SCOPE

##### A. Collection Service

##### 1. Refuse Collection

- a. CONTRACTOR will be responsible for providing all Services associated with Residential Solid Waste Collection to all Households including, but not limited to, cart delivery, all solid waste collection, disposal, reporting, customer service, and other Contract administration responsibilities. CONTRACTOR will provide all materials, equipment, labor, supervision, and other activities necessary to perform such work.
- b. CONTRACTOR will acquaint itself, and be responsible to comply with, all pertinent Olivia city code sections, and federal, state and county laws, statutes, regulations, ordinances and policies.
- c. All occupants and owners of Households in the CITY shall use City approved volume-based carts or bags. Extra refuse may be disposed of by arrangements directly with the CONTRACTOR.
- d. Collection shall be at curbside subject to added costs for carry-out service (see Attachment A).
- e. Refuse collection shall not include toxic and hazardous waste or other material prohibited by law.
- f. Municipal Pickup - In addition to residential collection, the CONTRACTOR shall provide collection for the City of Olivia upon arrangements with the City Administrator.
- g. Refuse containers or bags shall be placed at the curb on collection day, in a location easily accessible to motor vehicle pickup. Containers must be placed properly for pickup prior to 7:00 a.m. on the day of collection. Collection cannot continue past 6:00 p.m. on the day of collection.
- h. The CONTRACTOR shall dispose of all refuse at the Redwood/Renville Regional Solid Waste Material and Transfer Facility or CITY approved disposal facility.
- i. Refuse in excess of the designated carts or volume-base bags per household will be subject to additional collection services charges. Collection service for white goods and large items must have prior arrangements with the CONTRACTOR for collection.
- j. Collection of refuse for Commercial Refuse Generators shall be negotiated between CONTRACTOR and Commercial Refuse Generators on an individual basis regarding frequency of collection, containers, location, and materials collected, exclusive of hazardous or toxic wastes. Olivia Commercial dumpster pricing is on Exhibit B.
- k. It shall be the CONTRACTOR'S sole responsibility to comply with all road weight and bridge restrictions. CONTRACTOR shall immediately inform the City of any notices or citations for exceeding such restrictions. The City retains the right to inspect and/or weigh the individual CONTRACTOR Collection Vehicles at any time.
- l. CONTRACTOR will be responsible to make its own examination, investigation and research regarding the proper method of providing the

Services and all conditions affecting the work to be done. These conditions include (but are not limited to): street layout, City boundaries, and eligible Households. Those structures which are not eligible for City services shall not be collected under this Contract unless they have been approved for collection service by the City.

- m. The City reserves the right to improve any street, which may prevent the CONTRACTOR from using its accustomed route or routes for collection. The City's City Administrator another designee of the City will notify the CONTRACTOR prior to each construction season of any known areas of potential conflict and possible alternate routes or solutions. No additional compensation will be made for any conflict related to street improvements or construction. The CONTRACTORS shall provide thirty (30) days' written notice of any proposed route and/or schedule changes for approval by the City.
- n. In providing the Services identified herein, each CONTRACTOR shall be obligated to protect all public and private utilities whether located on public or private property or not. If such utilities are damaged by reason of the CONTRACTOR's operations, the responsible CONTRACTOR must repair or replace such utilities to the same or better performance, quality, and scope, or, failing to do so promptly, the City shall cause such repairs or replacements to be made. The City shall invoice the responsible CONTRACTOR for these charges or employ an alternative method such as, but not limited to, deducting the amount from the next assessment roll for delinquent charges .

B. Schedule Service

- 1. Hours. All collection service shall be conducted between the hours of 6:00 a.m. and 6:00 p.m., on any weekday, except in weeks with holidays, except when an emergency shall exist, at which time the CONTRACTOR shall notify the CITY of such emergency conditions. The CONTRACTOR may perform collection services on Saturday when a holiday falls on a weekday.
- 2. Schedule. Collections shall be done on a weekday in accordance with a schedule of pickups to be established by the CONTRACTOR and submitted in writing to the CITY for prior approval. The schedule shall include the areas in which pickup will be made and how many vehicles will be used in the area. Each household shall have its refuse collected a minimum of once a week.
  - a. The CONTRACTOR may request a change in the day of pickup by requesting such change in writing to the CITY at least thirty (30) days from the proposed date the requested change is to take effect. A change shall be effective only upon authorization from the CITY.
  - b. The CONTRACTOR shall bear all costs involved in notifying residents of approved schedule changes.
- 3. Holidays. The CONTRACTOR shall not be required to make regular collections on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day; provided, that the routes are collected reasonably in advance thereof or thereafter, and the week's schedule shall be completed regardless of the holiday. It shall be the CONTRACTOR's responsibility to notify residents of any changes in the collection schedule as a result of said holidays.
- 4. Clean Up Days. On one occasion per year, the CONTRACTOR and CITY, by mutual agreement, will schedule City-wide clean up days. CONTRACTOR will

provide personnel and equipment for the City-wide clean up. CONTRACTOR shall provide Households with a list of acceptable and unacceptable materials. CONTRACTOR's expense for disposal fees and tipping for all materials collected and disposed of on Citywide clean up days will be billed to the Contract Household.

5. Equipment.

- a. The CONTRACTOR shall make all collections of refuse in water-tight metal receptacles of vehicles with closed tops so constructed that their contents will not leak, spill or scatter therefrom. Should any refuse be dumped or spilled in collecting or transporting, it shall be immediately cleaned up. A broom and shovel in good usable condition shall be placed and maintained on each vehicle for this purpose. Receptacles and vehicles shall be kept clean and as free from all offensive odors as possible and shall not be allowed to stand in any street, or other place longer than is reasonably necessary to collect refuse
- b. Carts shall be received, assembled, repaired, distributed, warehoused, and maintained by CONTRACTOR. CONTRACTOR shall not charge a fee for Cart removal (with or without replacement) or replacement for any reason including a change in Cart size. CONTRACTOR shall take reasonable care to prevent damage to Carts during collection. The CONTRACTOR shall repair or provide sanitized replacements for carts within five business days after the request is received. CONTRACTOR owns and is responsible for the repair and replacement of all carts other than damage to carts caused by resident misuse, abuse, or neglect. Normal repairs and maintenance caused by routine use or wear and tear will be solely the responsibility of the CONTRACTOR.
- c. All vehicles shall be painted and marked uniformly and shall have the CONTRACTOR's name and telephone number prominently displayed in letters of contrasting color, at least three (3) inches high, on each side of vehicle. All collection vehicles used in performance of the Agreement shall be duly licensed and inspected by the State of Minnesota and shall operate within the weight allowed by Minnesota statutes. The Contractor shall obtain all pertinent licenses from the City, County and State.
- d. The CONTRACTOR shall keep all equipment used in the performance of the work in good operating condition and in a clean, sanitary condition. The vehicles shall be equipped to meet all federal, state and municipal regulations concerning vehicles used on public roads and maintained to meet these standards.
- e. Description of Vehicles. Upon request, the CONTRACTOR shall furnish the CITY with a written description of all vehicles and equipment to be used within the City and in the performance of this Contract and, except in the case of emergencies, shall advise the CITY in writing of any withdrawal of a part of such equipment or of any change therein within one (1) week of the time of making such change.
- f. Safety Equipment. Each collection vehicle shall have a flashing light warning system, fire extinguisher and proper backup alarms.
- g. The CONTRACTOR is responsible to advise the customers as to the proper preparation of materials through educational tags and other means. The City and the CONTRACTOR shall work together to provide educational material on City website, in City newsletters, or other means of providing data. If any Cart is not serviced for any reason,



CONTRACTOR will make electronic record of the service and indicate why the item was not collected.

6. **Personnel Requirements.** Nothing in this Contract is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the parties. CONTRACTOR is to be and shall remain an independent CONTRACTOR with respect to all services performed under this Contract and neither it nor its employees are considered employees of the City. Any and all claims whatsoever on behalf of CONTRACTOR or CONTRACTOR'S personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the CONTRACTOR, officers, agents, CONTRACTORS, or employees shall in no way be the responsibility of the City. Such personnel or other persons shall not be entitled to any compensation, rights or benefits from the City relating to their employment with CONTRACTOR, including, without limitation, tenure rights, medical and hospital care, personal and vacation leave, workers' compensation, unemployment compensation, disability, severance pay and public pension benefits.
  - a. There shall be no limitation on the size of the CONTRACTOR's collection crew so long as they are sufficient to fulfill the requirements of the specifications and contract.
  - b. CONTRACTOR's employees shall handle all containers with reasonable care to avoid damage, replace the containers in an upright position on the boulevard adjoining the curb and dispose of any contents which may be spilled, in a skillful manner, and in the performance of their duties be of a presentable appearance, perform work in a neat and quiet manner and at all times be courteous to the public.
  - c. **PAYMENT OF EMPLOYEES.** The Contractor shall promptly pay all persons doing work or furnishing skills, tools, machinery, or materials or insurance premiums or equipment or supplies and all just claims for such work, material, equipment, insurance and supplies in and above the performance of this Agreement.
7. **Complaints.**
  - a. The CONTRACTOR shall establish and maintain an office with supervision, for accepting complaints and resident calls. The office shall be in service during the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, except holidays and as specified in the Contract. Address and telephone number of such office and any changes shall be given to the CITY in writing. CONTRACTOR shall provide management procedures for handling inquires and complaints and proccdures. CONTRACTOR shall provide system capability and/or procedures to ensure timely accessibility of information by City.
  - b. Whenever the City or a resident notifies the CONTRACTOR of a location which has not received scheduled service, the CONTRACTOR is required to service such location no later than the following two business days from the time of complaint. A record of all complaints and action taken thereon shall be kept by the CONTRACTOR. All complaints shall be answered by the CONTRACTOR courteously and promptly.
8. **Legal Compliance.**

- a. The CONTRACTOR shall comply with the ordinances of the CITY and the laws and regulations of the State of Minnesota and its agencies relating to sanitation and collection of garbage and refuse in effect during the term of the Contract.
- b. The CONTRACTOR shall report all violations of ordinances pertaining to refuse collection and disposal for enforcement purposes including all unsanitary and filthy conditions to the City Clerk.

9. Safety.

The CONTRACTOR shall provide and maintain all sanitary and safety accommodations for the use and protection of its employees as may be necessary to provide for their health and welfare and comply with federal, state and local codes and comply with federal, state and local codes and regulations, as well as those of other bodies and tribunals having jurisdiction. Employee safety and sanitation facility regulations are set forth in Minnesota Statutes 182 and in the Department of Labor and Industry's Labor Safety Code (LIS 73-75).

C. Payment Method

1. Billing. The CONTRACTOR will bill Households and Commercial Refuse Generators for services provided pursuant to this Contract, and all Federal, State and local taxes, assessments, user fees and surcharges, at no administrative charge to customers. The CONTRACTOR will, at no cost to the CITY, receive and process all customer calls for service or changes in the delivery of service. The CITY shall by ordinance enforce the exclusive right of CONTRACTOR under this Contract. The CONTRACTOR shall annually certify all unpaid accounts to the CITY. In accordance with Minnesota Statutes § 443.015, the CITY shall annually levy an assessment equal to all unpaid costs as of September 1 of each year, against each lot or parcel of land within the CITY for which charges are unpaid. The assessments shall include a penalty of 10 percent of the amount thereof and shall bear interest at the rate of 6 percent per annum. The assessments shall be certified to the Renville County Auditor, and shall be collected and remitted to the CITY in the same manner as assessment for local improvements. The CITY shall in turn remit the charges collected to the CONTRACTOR, less the 10 percent penalty as provided, which shall be retained by the CITY.

The rate schedule shall be per the attached Exhibit A, which shall be effective until any adjustments are made.

2. Adjustments The CITY or the CONTRACTOR may initiate adjustments as follows:
  - a. Beginning in the 12<sup>th</sup> month of the Contract, and in 12-month cycles thereafter, either party may request adjustments to the Contract's base rates, on the basis of increases or decreases in the private transportation CPI for the preceding 12 months. Adjustments shall not exceed 5% in any twelve-month period. Such changes shall be effective July 1st of the year requested. In the event the parties are unable to agree to an adjustment, either party may request non-binding mediation by notice in writing to the other party. Within 10 days of requesting mediation, the parties shall mutually agree upon a mediator. If parties cannot agree upon a mediator, then no adjustment shall occur and the party requesting the adjustment may terminate the contract by providing notice of termination pursuant to

Section 8 of this agreement.

- b. Either party may initiate an adjustment in the rates upon a 45-day notice due to a 3% or more aggregate increase or decrease in the landfill charges. The tipping fee rate as of June 1, 2024 is \$69.00 per ton. Such amount will be the Redwood/Renville Regional Solid Waste Material and Transfer Facility base for the bid amounts. In the event the parties cannot agree to such adjustment, they shall submit the matter to mediation as in 2a, above.
  - c. In the event of unforeseen changes in the cost of operations to CONTRACTOR, including, without limitation, revisions of laws, ordinances or regulations, including changes in the location of disposal site or tipping fees and/or changes in mandated benefits or the cost of wages, the CONTRACTOR may request an adjustment in the fee schedule. In such event the CITY shall have the right, as a condition for approval, to demand inspection by City personnel or an independent auditor of records of the CONTRACTOR which support the Contractor's request for adjustment in the rates. City need not agree to the adjustment of the fee schedule.
3. Prices - Collection Service. The price for collection service will be as set forth in Exhibit A of this Contract.
  4. Prices - Additional Items. Charges for pickup of additional items and for additional service shall be made directly to the customer by the CONTRACTOR. The additional collection service price will be as set forth in Exhibit A of this Contract.

D. Performance of Contract.

1. Records. The CONTRACTOR shall keep complete and accurate records in accordance with generally accepted accounting practices. Contractor agrees to comply with the Minnesota Data Practices Act and all other state and federal laws relating to data privacy or confidentiality. Contractor must immediately report to the City any requests from third parties for information relating to this Agreement. The City agrees to promptly respond to inquiries from CONTRACTOR concerning data request. CONTRACTOR agrees to hold the City, its officers, and employees harmless from any claims resulting from CONTRACTOR'S unlawful disclosure or use of data protected under state and federal laws.
2. Rights of Use. CONTRACTOR considers its Contract routes, reports prepared as an integral part of providing its service such as pounds per household, and supporting analyses and materials which are collected or developed by the CONTRACTOR as confidential trade secret.
3. Labor and Equipment. The CONTRACTOR shall supply all labor, material and equipment necessary for the carrying out of the Contract. All work to be performed hereunder shall be done so as to protect to the highest extent the public health and safety.
4. Insurance. The Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies. The minimum limits required by this Agreement are the limits specified below or the Contractor's actual insurance, whichever is greater.
  - a. Workers' Compensation Insurance. Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota. Such coverage must include

Employer's Liability Insurance with minimum limits are as follows:

- \$500,000 – Bodily Injury by Disease per employee
- \$500,000 – Bodily Injury by Disease aggregate
- \$500,000 – Bodily Injury by Accident

b. **Commercial General Liability Insurance.** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury and claims for property damage which may arise from operations under the Agreement whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows:

- \$1,000,000 – per occurrence
- \$2,000,000 – annual aggregate
- 1,000,000 – annual aggregate – Products/Completed Operations

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability

City must be named as an Additional Insured.

c. **Commercial Automobile Liability Insurance** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury and claims for property damage resulting from the ownership, operation, maintenance or use of all autos which may arise from operations under this contract, and in case any work is subcontracted the CONTRACTOR will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance minimum limits are as follows:

- \$1,000,000– per occurrence Combined Single Limit for Bodily Injury and Property Damage
- \$4,000,000 – annual aggregate

In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobiles.

d. **Additional Insurance Conditions**

- Contractor's policies shall be primary insurance to any other valid and collectible insurance available to the City with respect to any claim arising out of Contractor's performance under this contract.
- Contractor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to

the City, or ten (10) days' written notice for non-payment of premium.

- Contractor shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and
- An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits on a follow-form basis to satisfy the full policy limits required by the Agreement.
- The City reserves the right to immediately terminate the contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Contractor.
- All insurance policies must be open to inspection by the City, and copies of policies must be submitted to the City's authorized representative upon written request.
- The Contractor is required to submit a Certificates of Insurance acceptable to the City as evidence of the required insurance coverage requirements.
- The limits required by this contract are the limits specified in this contract or the CONTRACTOR's actual insurance, whichever is greater.

5. Contract Bond. The CONTRACTOR shall execute and deliver to the CITY a contract bond in the sum of \$10,000 conditioned upon the faithful execution of the Contract. This Contract shall not become effective until such bond has been delivered to the CITY in the form acceptable to the City Attorney, and has been accepted by the CITY. Such bond shall be filed with the City Clerk within ten (10) days from the execution of this Contract. If, following written notice of default, the CONTRACTOR, within ninety (90) days, fails to take whatever action is necessary to secure substitute refuse collection for the remainder of the Contract term, the City may use the proceeds of the bond and/or receivables mentioned above to pay for the difference between the rates provided by the Contract and the actual cost of such substitute service.

E. Termination.

- a. If either party determines that the other is in breach of the Contract, a written notice will be sent to the party in breach allowing ninety (90) days to comply. Failure by that party to comply with the Contract by the end of the ninety (90) day period will give the other party the power to terminate the Contract using all legal remedies available to it.
- b. Upon failure of the CONTRACTOR to fulfill any of the provisions of the Contract, the City Administrator shall be authorized to hire such persons and equipment, or assign city employees and equipment, as may be necessary to do such work and the cost of such expenses thereof may be charged and deducted from any monies due the CONTRACTOR, collected from the CONTRACTOR, or collected by recourse to the CONTRACTOR's bond or financial guarantee instrument.

- F. Indemnification. The CONTRACTOR agrees to indemnify and hold harmless the CITY, its agents, officers and employees from any and all claims, causes of action, liabilities, losses, damages, costs, expenses including reasonable attorneys' fees, suit, demands and judgments of any nature, because of bodily injury to, or death of, any property of the CONTRACTOR or others, including loss of use from any cause

whatsoever, which may be asserted against the CITY on account of any act or omission including negligence, of the CONTRACTOR, or the CONTRACTOR's employees or agents in connection with the CONTRACTOR's performance of this Contract. The CONTRACTOR agrees to defend any action brought against the CITY on any such matters, and to pay and satisfy any judgment entered thereon together with all costs and expenses incurred in connection therewith. This paragraph IV (D) (5) shall in no way absolve the CITY of liability for its failures, if any, of its undertakings and responsibilities herein.

G. General Provisions.

1. Guaranty of Non-Discrimination. The CONTRACTOR agrees that during the life of the Contract, the CONTRACTOR will not, within the State of Minnesota, discriminate against any individual in employment because of race, color, creed, national origin, ancestry, or sex.
2. Assignment.
  - a. The CONTRACTOR will not make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to its interest herein, or any contract or agreement without written approval of the CITY, which approval will not be unreasonably withheld.
  - b. The CITY shall be entitled to require, except as otherwise provided in this Contract, as conditions to any such approval that:
    - (1) Any proposed transferee shall have the qualifications and financial responsibility, as reasonably determined by the CITY, necessary and adequate to fulfill the obligations undertaken in this Contract by CONTRACTOR; and
    - (2) Any proposed transferee, by instrument in writing satisfactory to the CITY for itself and their successors and assigns, and expressly for the benefit of the CITY, have expressly assumed all of the obligations of service under this Contract and agreed to be subject to all the conditions and restrictions to which service is subject. It is the intent of this Section IV (D) (7), together with other provisions of this Contract, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Contract) no transfer of, or change with respect to, ownership or any part thereof, or any interest therein, however consummated or occurring, whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the CITY of or with respect to any rights or remedies or controls provided in or resulting from this Contract; and
    - (3) There shall be submitted to the CITY for review all instruments and other legal documents involved in effecting such transfer, and if approved by the CITY, its approval shall be indicated to the CONTRACTOR in writing. The proposed transferee shall submit to the CITY for review all bonds, insurance policies and any and all other documents required by this Contract, and if approved by the CITY, its approval shall be indicated to the proposed transferee in writing.
3. Annual Compliance Audit and Master List.
  - a. Annual Compliance Audit. On or about November 15th of each and every year, the CITY shall conduct a compliance audit to insure that CONTRACTOR is in fact providing the recycling opportunities and refuse collection mandated by the code, is following the proper procedure in

administering those opportunities, and is otherwise observing all of the conditions of the ordinance and the regulations of any other agency having jurisdiction over the disposal of Refuse. CONTRACTOR shall cooperate in this audit and furnish such information as CITY reasonably requests.

- b. Master List. CONTRACTOR shall keep a master list of households receiving refuse service and shall provide an updated master list to the CITY upon request.
4. Attendance at Meetings. CONTRACTOR will attend a minimum of two City Council meetings each year, upon the request of the City to do so.
5. Modification. The parties to this Contract may modify the Contract at any time by mutual agreement. No modification, amendment or change shall be binding unless the same shall be set forth in writing, and executed by both parties in the same manner as the original Contract. Any modification to this Contract shall make specific reference to the portions modified, and any amendment hereto shall specifically state that it constitutes an amendment or addition.
6. Extension of Contract: The City of Olivia will consider extending this contract for up to three, (1) year terms if the City and Contractor can negotiate acceptable terms.
7. Whole Contract. This Agreement and its attachments embody the entire Agreement between the parties and may not be modified except in writing signed by all parties.
8. Dispute Resolution. The parties agree to first attempt to resolve any disputes between them informally before resorting to legal action. If the parties are unable to informally resolve a dispute, they may avail themselves of any available legal remedy.
9. Waiver. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
10. Liquidated Damages. The imposition of liquidated damages is not a penalty, but recognition of the difficulty of ascertaining damage resulting from certain types of performance breaches. The assessment of liquidated damages shall be at the reasonable discretion of the City and shall be in lieu of other remedies, if imposed. The City may deduct the full amount of any liquidated damages from any payment due to the Contractor, but any liquidated damages not so deducted shall remain the obligation of the Contractor and be payable to the City on demand. The City may assess liquidated damages in lieu of other remedies available to the City for breach of the Agreement or violation of the City Code. Failure to impose liquidated damages for lack of performance shall not constitute a waiver of the City's other rights and/or remedies, including but not limited to those under the Agreement, those under the City Code, or those associated with Contractor non- performance.
  - a. The Contractor shall be liable to the City for liquidated damages, in the amount of \$75.00 first incident, \$100.00 second incident and \$ 200.00 per incident thereafter upon determination by the City that performance has not occurred consistent with the following provisions of the Agreement:
    - Collection Service requirements
    - Service Schedule requirements

- Equipment and Personnel
- Contractor Collection Personnel
- Contractor Customer Service
- Reporting Requirements

b. If the Contractor has violated or failed to follow multiple requirements in a specific incident, the City may treat each violation or failure as a separate incident for the purpose of calculating liquidated damages.

11. Notices. Unless otherwise specified in this Contract, any notice or demand required or permitted to be given or made thereunder shall be sufficiently given or made by e-mail, messenger delivery, overnight delivery, or certified mail in a sealed envelope, postage prepaid, addressed as follows:

If to City:

City of Olivia  
 Attn: City Administrator  
 1009 West Lincoln Ave  
 Olivia, MN 56277

If to CONTRACTOR:

West Central Sanitation, Inc.  
 Attn: Don Williamson  
 PO Box 796  
 Willmar, MN 56201

Either party may change the address to which notices may be sent by furnishing written notice of such change to the other party. Notice delivered by messenger, overnight delivery, or e-mail shall be deemed received upon delivery. Notice delivered by mail shall be deemed to have been given as of three (3) days after the U.S.P.S. postmark.

WHEREFORE, the parties have executed this agreement this 8<sup>th</sup> day of July, 2024.

WEST CENTRAL SANITATION, INC.

By *Don Williamson*  
 Its *President*

CITY OF OLIVIA

By *Jon Hawkinson*  
 Mayor  
 By *[Signature]*  
 Administrator

(CITY SEAL)



Exhibit A

35-gallon Good Neighbor Cart, serviced once per month---	\$ 7.82/month
35-gallon Good Neighbor Cart, serviced every other week--	\$ 9.15/month
35-gallon Good Neighbor Cart, serviced weekly-----	\$ 11.80/month
65-gallon Good Neighbor Cart, serviced weekly-----	\$ 14.50/month
95-gallon Good Neighbor Cart, serviced weekly-----	\$ 17.27/month
Colored Bags: Yellow Tags, serviced weekly -----	\$ 2.25 each
Residential Base Rate -----	\$ 4.00/month

Apartments billed to tenant, using dumpster:	Singles:	\$6.50/month
	2 Or More	\$10.45/month

All prices exclude applicable taxes unless noted otherwise.

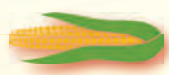
EXHIBIT B

**Olivia Dumpster Pricing**

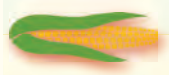
	1 X MONTH	EOW	WKLY	2XWK	3XWK
Size	Total	Total	Total	Total	Total
1.5 yards	\$ 15.52	\$ 30.98	\$ 56.67	\$ 113.34	\$ 169.99
2 yards	\$ 18.72	\$ 36.90	\$ 68.52	\$ 126.51	\$ 189.77
3 yards	\$ 23.74	\$ 46.12	\$ 86.98	\$ 163.41	\$ 245.12
4 yards	\$ 28.00	\$ 55.36	\$ 105.42	\$ 200.30	\$ 300.46
6 yards	\$ 36.52	\$ 71.16	\$ 137.05	\$ 263.56	\$ 395.34
8 yards	\$ 45.04	\$ 86.98	\$ 168.68	\$ 326.81	\$ 490.22

<b>DUMPSTER RENT</b>	
1.5 Yards	\$11.90/Month
2 Yards	\$11.90/Month
3 Yards	\$15.47/Month
4 Yards	\$17.85/Month
6 Yards	\$21.42/Month
8 Yards	\$23.80/Month





2024 EVENT SCHEDULE JULY 22-28



# CORN CAPITAL DAYS

## MONDAY 7/22

5:30PM OUTDOOR WORSHIP @ NESTER PARK



**CORN TOKEN HUNT**  
Clues each day starting 7/23 @ 7:45AM on 100.1 BIG Country, also posted at City Hall, RC Register office.

## TUESDAY 7/23

3-5PM PIE & ICE CREAM SOCIAL & SILENT AUCTION FOR WALK IN THE PARK @ TRADITIONS

## WEDNESDAY 7/24

9 - 11AM COFFEE & ROLLS and Open House @ TRADITIONS

4:30 - 7:30PM CLASSIC CAR ROLL-IN @ AMERICAN LEGION

5PM MURDER MYSTERY DINNER



BY BOLD THEATER CLUB @ MAX'S GRILL. Doors open at 5PM. Scan the QR Code at left with a smart-phone for tickets

5:30PM PAR 3 GOLF TOURNEY @ OLIVIA GOLF CLUB

5:30 MEAT RAFFLE @ BRLY'S

6PM AMBULANCE OUTDOOR COMMUNITY BINGO @ OLIVIA RESTORATIVE THERAPY & NURSING Children may play with adult

6:30-9:30PM LEAGUE BEAN BAGS @ BRLY'S DEN

## THURSDAY 7/25

11AM - 7PM OLIVIA LIBRARY USED BOOK SALE

1 - 3PM FM BANK & BOLD FFA FREE ROOT BEER FLOATS @ FM BANK PARKING LOT

1:30 - 6PM OLIVIA FARMER'S MARKET

4-7PM CORN CANVAS GIVEAWAY SIGN UP @ ENCHANTED ARTS & CRAFTS

5 - 8PM OLIVIA AMBULANCE FAMILY FUN NIGHT & KIDS CARNIVAL @ DIRKS PARK

5 - 8PM HOME RUN DERBY @ Dirks (east) Field (ages 9 -12)

6:30 - 9:30PM LEAGUE VOLLEYBALL @ BRLY'S DEN

## FRIDAY 7/26

9 - 1PM DOWNTOWN PUBLIC MARKET

9 - 1PM HOMETOWN BANK FUTURE ENTREPRENEURS @ DOWNTOWN PUBLIC MARKET

9 - 3PM FREE FAMILY FUN CRAFTS IN STUDIO @ ENCHANTED ARTS & CRAFTS

10 - 5PM USED BOOK SALE @ OLIVIA LIBRARY

5PM PEDAL PULL @ FM BANK PARKING LOT

5 - 8PM CINDY'S FAMOUS NACHOS @ AMERICAN LEGION

5:30 - 8PM HOME RUN DERBY @ Dirks (east) Field (ages 13+)

8PM - 12AM DOWNTOWN STREET DANCE \*FREE\* w/ Boogie Wonderland Band (Legion beer garden 7 - 12PM)

9PM - 12:30AM Live DJ Creek Boy @ BRLY'S DEN

CC DAYS RAFFLE TICKETS AVAILABLE AT THE FOLLOWING LOCATIONS:

ST SPORTS, MAC'S HARDWARE, BALDERSTON AUTO, CITY OF OLIVIA, THE LEGION, BRLY'S DEN, CORNCADE, FM BANK, HOMETOWN BANK and the OLIVIA LIQUOR STORE. OR CALL DARLA: 320-522-3069.



## SATURDAY 7/27

7AM JAMES H. PAGE MEMORIAL 5K RUN/WALK 7AM Registration with a 7:30AM Start

9 - 11AM VEGGIE SNACKS & OPEN HOUSE @ RURAL AUTHENTIC WELLNESS

9 - 11AM WOGEN OUTDOOR ADVENTURE @ POND PARK

9 - 12PM OLIVIA LIBRARY USED BOOK SALE @ LIBRARY

9 - 3PM PAINTING/PHOTO BOOTH @ ENCHANTED ARTS & CRAFTS (kids, free)

9 - 4PM KIWANIS ARTS & CRAFTS @ NESTER PARK

10AM - 1PM OPD DRUNK GOGGLES OBSTACLE COURSE @ NESTER PARK

11AM - 1PM CORN FEED @ NESTER PARK

11AM WORLD CHAMPIONSHIP CORN TOSS @ NESTER PARK

11AM - 1PM BLUE OX JAZZ BABIES MUSIC @ NESTER PARK

12PM - BOLD FFA CORNLYMPICS @ NESTER PARK

1PM - KIDDIE PARADE LINE UP 12:15 PM @ ACTS PARKING LOT

3PM - GRAND PARADE CHECK-IN at CROSS OF CALVARY

4 - 6PM HOT DOG & BURGER BAR @ MAX'S GRILL (free-will donation supports FD)

5 - 7PM HOT TURKEY SANDWICHES @ AMERICAN LEGION

5:30PM - LADIES 3 PERSON SCRAMBLE @ OLIVIA GOLF

8:30PM - 12:30AM STRANGE DAZE 25th ANNIV. CONCERT @ BRLY'S DEN

## SUNDAY 7/28

8AM - 12PM LION'S CLUB FLY-IN BREAKFAST @ AIRPORT \*RAFFLE DRAWING AT NOON\*

10AM REM/RABI MEMORIAL GOLF TOURNAMENT @ OLIVIA GOLF CLUB

12PM WILD CARD BEAN BAGS @ BRLY'S DEN Sign up begins at 11:00 AM



SCAN ME

SCAN QR CODE FOR PARADE INFO



CC DAYS SHIRTS \$20

AVAILABLE AT: Olivia Cenex, Corncade, Patina Pickers, Liquor Store, B&D Market and Enchanted Arts & Crafts

### THANK YOU TO OUR CORN CAPITAL DAYS SPONSORS:

CITY OF OLIVIA | FM BANK | HOMETOWN BANK | TERSTEEG TRANSPORT INC | WEST CENTRAL SANITATION | HEALTHPARTNERS | 100.1 BIG COUNTRY & Q102 | ADM EDIBLE BEANS | B&D MARKET | RENVILLE COUNTY ABSTRACT | RURAL AUTHENTIC WELLNESS | BALDERSTON AUTO REPAIR & TIRE | TRADITIONS | BECK'S SUPERIOR HYBRIDS | LIGHTBEAM INTERNET | WILLMAR AERIAL SPRAYING | FARMWARD COOPERATIVE | OLIVIA FAMILY DENTAL | OLIVIA KIWANIS | AMERICAN FAMILY INSURANCE, LONNIE KOPEL | H&L PRINTING | HANEY CHATTERBOX CAFE | KRAFT WALSER LAW OFFICE | WHITEBIRCH WIND | AMERICAN LEGION | TACKLE BOX WEB & PRINTING | ERVIN WELL COMPANY | RURAL COMPUTER CONSULTANTS | SOUTHERN MN BEET SUGAR CO-OP | FISCHER LASER EYE CENTER | RENVILLE-SIBLEY CO-OP POWER ASSN | NORFOLK TOWNSHIP | MALLAK TRUCKING | REV 320 | HEBRINK WEALTH MANAGEMENT | CITY LIMITS SALON | DAN'S FLOOR COVERING & PAINT | OLIVIA APPLIANCE | GREEN LEAF SWEET CORN | TERRY'S BODY SHOP | ENCHANTED ARTS & CRAFTS

THANK YOU TO THE MANY VOLUNTEERS WHO MAKE CORN CAPITAL DAYS POSSIBLE! IF YOU WOULD LIKE TO GET INVOLVED, CONTACT: CORNCAPITAL56277@GMAIL.COM. MORE INFORMATION CAN ALSO BE FOUND ON THE OLIVIA CHAMBER OF COMMERCE WEBSITE: OLIVIACHAMBER.ORG