

WORK SESSION: PERSONNEL POLICY- 6:30 PM
REGULAR WASECA CITY COUNCIL MEETING
TUESDAY, DECEMBER 19, 2023, 7:00 PM
AGENDA

1. CALL TO ORDER/ROLL CALL
2. MOMENT OF SILENCE/PLEDGE OF ALLEGIANCE
3. APPROVAL OF AGENDA
4. PUBLIC COMMENT

Those wishing to speak must state their name and address for the record. Each person will have three (3) minutes to make their remarks. Speakers will address all comments to the City Council as a whole and not one individual council member. The Council **may not take action on an item presented during the Public Comment period. When appropriate, the Council may refer inquiries and items brought up during the Public Comment period to the City Manager for follow-up.**

5. REQUESTS AND PRESENTATIONS
 - A. Police Commendations, Waseca Police Chief Penny Vought
 - B. MnDOT Speed Study Presentation- North State Street; Scotty Thompson, Traffic Engineer, MnDOT-District 7
6. CONSENT AGENDA
 - A. Minutes: Council Meeting –December 5, 2023
 - B. Payroll & Expenditures
 - C. Residential Tax Abatement 1109 11th Ave SE
 - D. Approving 2024 Council Meeting dates
 - E. Resolution 23-67: Decertify TIF District 22
 - F. Resolution 23-72: Set 2024 Election Polling Location
7. ACTION AGENDA
 - A. Designating 2024 Official City Newspaper
 - B. Resolution 23-69: Adopt EDA Final 2024 Levy
 - C. Resolution 23-70: Adopt Final 2024 Levy
 - D. Resolution 23-71: Adopt Final 2024 Governmental Budgets
 - E. Approve Updated Personnel Policy
 - F. Resolution 23-73: Community Recreation Agreement
8. REPORTS
 - A. City Manager’s Report
 - B. Commission Reports
9. ANNOUNCEMENTS
10. ADJOURNMENT

**MINUTES
TRUTH IN TAXATION MEETING AND
REGULAR WASECA CITY COUNCIL MEETING
TUESDAY, DECEMBER 5th, 2023, 7:00 P.M.**

CALL TO ORDER

1. The Regular Waseca City Council Meeting was called to order by Mayor Randy Zimmerman at 7:00 p.m.

ROLL CALL

Councilmembers Present:	Mayor Randy Zimmerman	Daren Arndt
	Mark Christiansen	Jeremy Conrath
	James Ebertowski	Stacy Schroeder

Councilmembers absent: John Mansfield

Staff Present: Carl Sonnenberg, City Manager
Alicia Fischer, Finance & Human Resources Director
Julia Hall, City Clerk

MOMENT OF SILENT PRAYER/PLEDGE OF ALLEGIANCE

2. A moment of silence was observed. The Pledge of Allegiance to the Flag was recited.

APPROVAL OF AGENDA

3. Councilmember Conrath made the motion to approve the agenda with item 7H: Approve Airport Land Lease Agreement with Skydive Northstar to the action agenda item 8D, seconded by Councilmember Arndt. Motion carried 6-0.

TRUTH IN TAXATION

4. Alicia Fischer, Waseca's Finance and Human Resources Director reviewed the proposed 2024 budget that will be brought to the City Council again on December 19th, 2023. There were no questions from the public, and the Council directed Staff to proceed as presented.

PUBLIC COMMENT

5. Nancy Walters, 13925 537th Ave, Mapleton, MN; she owns the property and business at the corner of North State Street and 11th Ave NW in Waseca, where staff is considering doing a lane shift in a project next year. Nancy had wondered how the parking would work; there is already limited parking, and having their customers park even more decreasing would lead customers to park on State Street, which is not ideal due to the traffic. She was given the option to add a parking lot on her property, but that would be \$20,000 or more on top of the estimated \$4,000 assessment for the project. She feels her business's long-term past and future status should not go without notice and support from the City Council.

REQUESTS AND PRESENTATIONS

6. Michael Johnson, Waseca County Administrator, presented the proposed options for the Waseca County Justice Center. He presented ideas for options but noted that the process is still at the beginning of conversations. He said there are two public meetings to discuss the possibilities on December 12th at 9:30 am and 6:30 pm.

CONSENT AGENDA

7. A. Councilmember Arndt made the motion to approve the consent agenda as amended, seconded by Councilmember Conrath. Motion carried 6-0.

ACTION AGENDA

8. A. Nate Willey, Waseca City Engineer, presented on Resolution 23-61 to set the public hearing for the 11th Ave NW project.
Councilmember Christiansen made the motion to proceed on the public hearing but without the lane cut that would be detrimental to Nancy Walter's property and business, as mentioned in Item 5, Public Comments, seconded by Ebertowski. Motion carried 6-0.
- B. Nate Willey, Waseca City Engineer, presented on Resolution 23-62 to set the public hearing to approve the Feasibility Report and set the Public Hearing for the 8th Ave NE project.
Councilmember Conrath made the motion to approve, seconded by Schroeder. Motion carried 6-0.
- C. Carl Sonnenberg, City Manager, presented the proposed Request for Proposals for the City of Waseca Lower Land Lease, Crop year 2024.
Councilmember Conrath made a motion to approve adding "council as arbitrator" for damages in Item 6K of the contract, Ebertowski seconded. Motion carried 6-0.
- D. Councilmember Schroeder made a motion to approve the Airport Land Lease Agreement with Skydive Northstar, seconded by Arndt. Motion carried 6-0.

REPORTS

9. A. City Manager's Report:
None.
- B. Commission Reports:
1. Historic Preservation Commission: Councilmember Ebertowski reported:
 - 1) They reviewed a local designation request from the Minnesota Historical Preservation for Trowbridge Park Bandshell, where they are looking at additional places to add to the designation.
 - 2) They received an update on the Certified Local Government (CLG) Grant Explore Waseca project with the Waseca High School.
 - 3) Preserve Minnesota asked the commission to present at their annual meeting about the cooperative program between the HPC and the School District.
 - 4) They reviewed the 2024 goals.
 - 5) They reviewed the 2024 Rossiter; there is an empty seat. Dan Forrest has gone from an at-large position to the Waseca Historical Society Representative.
 2. Airport Board: Councilmember Arndt reported:
 - 1) Passed the information that was presented to the council.
 - 2) The runway has been fixed.
 - 3) There is an option seat on the Airport Board.
 3. Fire Relief: Councilmember Conrath reported:

- 1) They discussed their upcoming Christmas party
- 2) They ordered challenge coins

ANNOUNCEMENTS

10. A. Councilmember Christiansen:
The Arts Center will have Holiday Harmony on December 9th at 7 pm.
The Holiday Train will be in Waseca at 5:15 pm on December 6.
Looking forward to the discussion on ordinance violations.
- B. Councilmember Ebertowski
This is a reminder that December 12th at 9:30 am and 6:30 pm are the Waseca County Justice Center meetings.
A reminder of the Public Meeting on December 13th from 4-5 pm to discuss the 11th Avenue NW project.
- C. Councilmember Schroeder:
Hope to see everyone outside enjoying the Christmas festivities.
- D. Councilmember Conrath:
A reminder that December 12th at 9:30 am and 6:30 pm are the meetings for the Waseca County Justice Center; it is a very important conversation.
- E. Mayor Zimmerman:
Waseca Chamber has a nice list of Holiday Events.

ADJOURNMENT

11. There being no further business to be brought before the Council, Councilmember Arndt moved to adjourn the meeting at 9:22 p.m., seconded by Schroeder. Motion carried 6-0.

RANDY L. ZIMMERMAN
MAYOR

JULIA HALL
CITY CLERK

Micah Fischer

6B

LIST OF EXPENDITURES

December 19, 2023

Carl Combs

=====

City Council	0.00	
Streets	28,991.22	
Parks	11,186.68	
Wastewater	11,922.24	
Utility Administration	5,525.94	
Utility Offices	8,069.47	
Electric	14,760.98	
Water	4,844.41	
Building and Code Compliance	3,007.70	
Police	66,843.34	
Administration	0.00	
Community Aides	418.32	
Fire	8,504.16	
Paid On Call Fire Department	4,858.34	
PEG	249.63	
Election Judges	0.00	
Finance	13,247.55	
Community Development	2,490.63	
Engineering	20,651.67	
Recreation	2,512.83	
Econ Development	3,151.65	
	<hr/>	
Total Gross Payroll	211,236.76	
*Less- Payroll Deductions	(73,702.69)	
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Net Payroll Cost		\$ 137,534.07

*These costs are included in Accounts Payable totals below

Accounts Payable

Utility deposit refunds dated:

Includes check #'s

Expenditures dated:

December 1, 2023-December 14, 2023

Includes check #'s 159862-159921

Bank ACH Withdrawals..... 962,743.57

GRAND TOTAL EXPENDITURES \$ 1,100,277.64

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
General Fund						
12/14/2023	122309	ACH Internal Revenue Service	FEDERAL WITHHOLDING TAX Pay Period: 12/10/202	101-21701-0000	19,096.03	M
Total 101217010000:					19,096.03	
12/14/2023	122305	MN Department of Revenue	STATE WITHHOLDING TAX Pay Period: 12/10/2023	101-21702-0000	9,292.99	M
Total 101217020000:					9,292.99	
12/14/2023	122309	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 12/10/2023	101-21703-0000	7,723.49	M
12/14/2023	122309	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 12/10/2023	101-21703-0000	8,140.94	M
Total 101217030000:					15,864.43	
12/14/2023	122306	Public Employees Retirement Assn (ACH	December 14, 2023 Rounding	101-21704-0000	.07	M
12/14/2023	122306	Public Employees Retirement Assn (ACH	PERA COORD Emplr 1% Pay Period: 12/10/2023	101-21704-0000	1,336.53	M
12/14/2023	122306	Public Employees Retirement Assn (ACH	PERA COORDINATED Employee Pay Period: 12/10/20	101-21704-0000	8,687.59	M
12/14/2023	122306	Public Employees Retirement Assn (ACH	PERA POLICE Employee Pay Period: 12/10/2023	101-21704-0000	8,151.04	M
12/14/2023	122306	Public Employees Retirement Assn (ACH	PERA COORDINATED Employer Pay Period: 12/10/20	101-21704-0000	8,687.59	M
12/14/2023	122306	Public Employees Retirement Assn (ACH	PERA POLICE Employer Pay Period: 12/10/2023	101-21704-0000	12,226.52	M
Total 101217040000:					39,089.34	
12/14/2023	159862	IBEW	IBEW UNION DUES Pay Period: 12/10/2023	101-21707-0000	282.47	
12/14/2023	159863	IUOE Local #70	FIRE UNION DUES Pay Period: 12/10/2023	101-21707-0000	105.00	
12/14/2023	159863	IUOE Local #70	IUOE UNION DUES Pay Period: 12/10/2023	101-21707-0000	636.00	
12/14/2023	159864	Law Enforcement Labor Services	POLICE SGT/LT DUES Pay Period: 12/10/2023	101-21707-0000	135.00	
12/14/2023	159864	Law Enforcement Labor Services	POLICE UNION DUES Pay Period: 12/10/2023	101-21707-0000	810.00	
Total 101217070000:					1,968.47	
12/14/2023	159867	MN Life	Youngberg December COBRA	101-21710-0000	16.50	
12/14/2023	159867	MN Life	Grotberg December COBRA	101-21710-0000	93.75	
12/14/2023	159867	MN Life	LIFE INSURANCE MN Pay Period: 12/10/2023	101-21710-0000	1,047.75	
12/14/2023	159867	MN Life	LIFE INSURANCE MN Pay Period: 12/10/2023	101-21710-0000	645.35	
Total 101217100000:					1,803.35	
12/14/2023	122309	ACH Internal Revenue Service	MEDICARE Pay Period: 12/10/2023	101-21712-0000	2,799.41	M
12/14/2023	122309	ACH Internal Revenue Service	MEDICARE Pay Period: 12/10/2023	101-21712-0000	2,897.03	M
Total 101217120000:					5,696.44	
12/14/2023	122310	MSRS- (DEF COMP)	MSRS - ROTH (AFTER TAX) Pay Period: 12/10/2023	101-21713-0000	1,325.00	M
12/14/2023	122310	MSRS- (DEF COMP)	MSRS - DEF COMP Pay Period: 12/10/2023	101-21713-0000	4,049.00	M
Total 101217130000:					5,374.00	
12/14/2023	122308	Vantagepoint Transfer Agents 457	ICMA - ROTH (AFTER TAX) Pay Period: 12/10/2023	101-21714-0000	350.00	M
12/14/2023	122308	Vantagepoint Transfer Agents 457	ICMA DEF COMPENSATION Pay Period: 12/10/2023	101-21714-0000	435.00	M
Total 101217140000:					785.00	
12/14/2023	122303	Medsurety	Flex Reimbursement	101-21716-0000	156.25	M
12/14/2023	122304	Medsurety	VEBA Contributions Pay Period: 12/10/2023	101-21716-0000	10,547.17	M
12/14/2023	122312	Medsurety	HSA Contribution Pay Period: 12/10/2023	101-21716-0000	1,872.27	M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
12/14/2023	122302	Medsurety	HSA Contribution Pay Period: 12/10/2023	101-21716-0000	8,223.99	M
Total 101217160000:					20,799.68	
12/14/2023	122307	MN Child Support Payment Center	CHILD SUPPORT FLAT AMT Pay Period: 12/10/2023	101-21717-0000	1,005.07	M
Total 101217170000:					1,005.07	
12/14/2023	159866	Metropolitan Life Insurance Company	DENTAL EE + CHLDRN Pay Period: 12/10/2023	101-21719-0000	153.20	
12/14/2023	159866	Metropolitan Life Insurance Company	Bruder December COBRA	101-21719-0000	28.20	
12/14/2023	159866	Metropolitan Life Insurance Company	Gedicke December COBRA	101-21719-0000	28.20	
12/14/2023	159866	Metropolitan Life Insurance Company	Grotberg December COBRA	101-21719-0000	28.20	
12/14/2023	159866	Metropolitan Life Insurance Company	Meyer December COBRA	101-21719-0000	57.66	
12/14/2023	159866	Metropolitan Life Insurance Company	Schult December COBRA	101-21719-0000	57.66	
12/14/2023	159866	Metropolitan Life Insurance Company	DENTAL SINGLE Employee Pay Period: 12/10/2023	101-21719-0000	394.80	
12/14/2023	159866	Metropolitan Life Insurance Company	DENTAL FAMILY Employee Pay Period: 12/10/2023	101-21719-0000	773.50	
12/14/2023	159866	Metropolitan Life Insurance Company	DENTAL EE + SPOUSE Pay Period: 12/10/2023	101-21719-0000	461.28	
Total 101217190000:					1,982.70	
12/14/2023	122311	VSP	VISION FAMILY Employee Pay Period: 12/10/2023	101-21722-0000	148.33	M
12/14/2023	122311	VSP	Spies December COBRA	101-21722-0000	6.77	M
12/14/2023	122311	VSP	Grotberg December COBRA	101-21722-0000	6.77	M
12/14/2023	122311	VSP	VISION SINGLE Employee Pay Period: 12/10/2023	101-21722-0000	81.24	M
12/14/2023	122311	VSP	VISION + ONE Employee Pay Period: 12/10/2023	101-21722-0000	110.07	M
Total 101217220000:					353.18	
12/14/2023	20231036	U.S. Bank - CC	Cookies & Coffee for legislative visit	101-41110-2170	199.42	
Total 101411102170:					199.42	
12/14/2023	20230993	Christiansen, Mark	Technology Reimbursement	101-41110-3200	32.62	
Total 101411103200:					32.62	
12/14/2023	20230999	Discover Waseca Tourism	Lodging Tax	101-41110-4440	2,496.47	
Total 101411104440:					2,496.47	
12/14/2023	20231039	Waseca Area Senior Citizens Center	City Contribution	101-41110-4455	1,125.00	
12/14/2023	20231040	Waseca Art Center	2nd half city contribution	101-41110-4455	1,500.00	
12/14/2023	159912	Waseca County Historical Society	2nd Half City Contribution	101-41110-4455	2,250.00	
Total 101411104455:					4,875.00	
12/14/2023	20231023	SMART Transit	2nd half city contribution	101-41110-4730	10,200.00	
Total 101411104730:					10,200.00	
12/14/2023	20231036	U.S. Bank - CC	Coffee for active shooter training morning session	101-41320-4940	22.52	
Total 101413204940:					22.52	
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	101-41500-1340	103.76	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101415001340:					103.76
12/14/2023	122301	Medsurety	Admin Fees	101-41500-1600	183.00 M
Total 101415001600:					183.00
12/14/2023	20230986	Abdo	HR Consulting Services	101-41500-3000	452.00
Total 101415003000:					452.00
12/14/2023	20231001	Flaherty & Hood PA	November Labor & Employment Services	101-41600-3000	1,151.25
12/14/2023	20231001	Flaherty & Hood PA	November Legal Services	101-41600-3000	267.50
12/14/2023	20231008	Kennedy & Kennedy Law Office	November Legal Services	101-41600-3000	2,004.00
12/14/2023	159915	Waseca County Treasurer	Legal Services Contract payment	101-41600-3000	5,370.33
Total 101416003000:					8,793.08
12/14/2023	20231036	U.S. Bank - CC	Adobe subscription	101-41920-4950	142.96
Total 101419204950:					142.96
12/14/2023	159874	Cintas Corp	Floor Mats	101-41940-3100	58.79
12/14/2023	159879	Culligan	RO Lease	101-41940-3100	31.85
12/14/2023	159903	Orkin Pest Control	City Hall Pest Control	101-41940-3100	109.99
12/14/2023	20231026	Stoltz Cleaning Services LLC	City hall cleaning	101-41940-3100	285.00
12/14/2023	20231026	Stoltz Cleaning Services LLC	City Hall Cleaning	101-41940-3100	475.00
12/14/2023	20231026	Stoltz Cleaning Services LLC	City Hall Cleaning	101-41940-3100	475.00
12/14/2023	20231026	Stoltz Cleaning Services LLC	Quarterly Cleaning	101-41940-3100	325.00
12/14/2023	20231042	Waste Management of Southern MN	Monthly Service	101-41940-3100	257.37
Total 101419403100:					2,018.00
12/14/2023	122313	City of Waseca	November Utilities	101-41940-3800	1,094.28 M
Total 101419403800:					1,094.28
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	101-41950-1340	14.12
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	101-41950-1340	24.72
Total 101419501340:					38.84
12/14/2023	122314	Verizon Wireless	Monthly Billing	101-41950-3200	20.61 M
Total 101419503200:					20.61
12/14/2023	20231012	Martin-McAllister	Management Coaching	101-41950-3300	350.00
Total 101419503300:					350.00
12/14/2023	20231043	Wilson, Tina	Mileage Reimbursement	101-41950-3350	162.57
Total 101419503350:					162.57
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	101-42100-1340	605.72

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101421001340:					605.72
12/14/2023	20231007	Innovative Office Supply	Office Supplies - Police	101-42100-2000	125.16
12/14/2023	20231007	Innovative Office Supply	Office Supplies - Police	101-42100-2000	101.80
Total 101421002000:					226.96
12/14/2023	159911	Waseca County Highway Department	Monthly billing	101-42100-2120	2,560.92
Total 101421002120:					2,560.92
12/14/2023	20231036	U.S. Bank - CC	Flash Drives	101-42100-2170	29.54
12/14/2023	20231036	U.S. Bank - CC	Certified Mailing of Connection Files	101-42100-2170	17.45
12/14/2023	20231036	U.S. Bank - CC	2nd half of Sirchie order	101-42100-2170	45.35
Total 101421002170:					92.34
12/14/2023	20230994	Chrz, Jared	Uniform Allowance	101-42100-2180	122.50
12/14/2023	20231028	Streicher's	uniform expense - Wellman	101-42100-2180	270.99
12/14/2023	20231028	Streicher's	Uniform expense - Horn	101-42100-2180	291.95
12/14/2023	20231028	Streicher's	Uniform expense - Girtler	101-42100-2180	470.94
Total 101421002180:					1,156.38
12/14/2023	20231036	U.S. Bank - CC	Sling for ballistic shield	101-42100-2190	88.13
Total 101421002190:					88.13
12/14/2023	20231012	Martin-McAllister	Public Safety Assessment	101-42100-3000	625.00
Total 101421003000:					625.00
12/14/2023	159869	Bock's Service Inc.	Tow expense -PD	101-42100-3100	170.00
12/14/2023	159874	Cintas Corp	Mats - PD	101-42100-3100	8.99
12/14/2023	159874	Cintas Corp	Mats - PD	101-42100-3100	8.99
12/14/2023	159879	Culligan	Culligan Police	101-42100-3100	32.95
12/14/2023	20231042	Waste Management of Southern MN	Monthly Service	101-42100-3100	120.53
Total 101421003100:					341.46
12/14/2023	122314	Verizon Wireless	Monthly Billing	101-42100-3200	1,066.02 M
12/14/2023	122314	Verizon Wireless	Monthly Billing	101-42100-3200	41.23 M
Total 101421003200:					1,107.25
12/14/2023	20231036	U.S. Bank - CC	Targets for PD shooting range	101-42100-3300	78.56
12/14/2023	20231036	U.S. Bank - CC	Meal during AR15 armorer course	101-42100-3300	13.59
12/14/2023	20231036	U.S. Bank - CC	Meal during AR15 armorer course	101-42100-3300	26.45
12/14/2023	20231036	U.S. Bank - CC	Refund for peer training cancelled because of jury trial	101-42100-3300	100.00-
Total 101421003300:					18.60
12/14/2023	122313	City of Waseca	November Utilities	101-42100-3800	622.05 M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101421003800:					622.05
12/14/2023	159909	Thomson Reuters - West	CLEAR - WPD	101-42100-4330	309.56
Total 101421004330:					309.56
12/14/2023	20231036	U.S. Bank - CC	Meal during swat training	101-42100-4370	22.49
Total 101421004370:					22.49
12/14/2023	20230998	Creative Product Sourcing Inc. - DARE	Dare items PD	101-42100-4600	1,059.59
Total 101421004600:					1,059.59
12/14/2023	20231036	U.S. Bank - CC	Candy for treats on the streets	101-42100-4640	115.45
Total 101421004640:					115.45
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	101-42200-1340	19.14
Total 101422001340:					19.14
12/14/2023	159911	Waseca County Highway Department	Monthly billing	101-42200-2120	267.22
Total 101422002120:					267.22
12/14/2023	159886	Fire Safety USA Inc.	Parts	101-42200-2151	4,895.00
12/14/2023	20231015	Met-Con Construction Inc	Grant Purchase	101-42200-2151	2,063.50
Total 101422002151:					6,958.50
12/14/2023	159900	MPeters Enterprises Inc.	Flags - PSB	101-42200-2170	105.60
12/14/2023	20231017	Napa Auto Parts	Parts	101-42200-2170	26.37
12/14/2023	159904	Overhead Door Company of Mankato Inc	Fire Garage Door Openers	101-42200-2170	135.80
Total 101422002170:					267.77
12/14/2023	20231036	U.S. Bank - CC	Uniform Allowance	101-42200-2180	89.91
Total 101422002180:					89.91
12/14/2023	159874	Cintas Corp	Mats - FD	101-42200-3100	8.98
12/14/2023	159874	Cintas Corp	Mats - FD	101-42200-3100	8.98
12/14/2023	20231014	Med Compass	Fire Fit and Medical Testing	101-42200-3100	5,870.00
12/14/2023	20231014	Med Compass	Fire Fit and Medical Testing	101-42200-3100	1,432.50
12/14/2023	20231042	Waste Management of Southern MN	Monthly Service	101-42200-3100	120.53
Total 101422003100:					7,440.99
12/14/2023	122314	Verizon Wireless	Monthly Billing	101-42200-3200	46.23 M
Total 101422003200:					46.23
12/14/2023	159873	Centerpoint Energy	Monthly Service	101-42200-3800	66.44
12/14/2023	122313	City of Waseca	November Utilities	101-42200-3800	622.04 M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
12/14/2023	122313	City of Waseca	November Utilities	101-42200-3800	41.27	M
Total 101422003800:					729.75	
12/14/2023	20231036	U.S. Bank - CC	Certification Renewal	101-42200-4330	52.50	
Total 101422004330:					52.50	
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	101-42400-1340	6.81	
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	101-42400-1340	24.05	
Total 101424001340:					30.86	
12/14/2023	20230995	City Building Inspection Services LLC	Building Inspections	101-42400-3000	16,912.55	
Total 101424003000:					16,912.55	
12/14/2023	20231036	U.S. Bank - CC	Storage unit for abatement property 501 3rd St NE	101-42400-3100	85.22	
Total 101424003100:					85.22	
12/14/2023	122314	Verizon Wireless	Monthly Billing	101-42400-3200	41.23	M
Total 101424003200:					41.23	
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	101-43000-1340	7.02	
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	101-43000-1340	105.20	
Total 101430001340:					112.22	
12/14/2023	122314	Verizon Wireless	Monthly Billing	101-43000-3200	41.23	M
Total 101430003200:					41.23	
12/14/2023	20231036	U.S. Bank - CC	Concrete plant tester certification-Stangler	101-43000-3300	500.00	
Total 101430003300:					500.00	
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	101-43100-1340	75.11	
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	101-43100-1340	3.31	
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	101-43100-1340	4.21	
Total 101431001340:					82.63	
12/14/2023	159911	Waseca County Highway Department	Monthly billing	101-43100-2120	2,277.41	
12/14/2023	159911	Waseca County Highway Department	Monthly billing	101-43100-2120	118.28	
Total 101431002120:					2,395.69	
12/14/2023	159875	Cintas Corporation	First Aid Cabinet supplies	101-43100-2170	54.04	
12/14/2023	20231017	Napa Auto Parts	Parts	101-43100-2170	19.90	
12/14/2023	20231041	Waseca Hardware LLC	Parts & Supplies	101-43100-2170	3.80	
Total 101431002170:					77.74	
12/14/2023	159875	Cintas Corporation	Uniform Service	101-43100-2180	87.98	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
12/14/2023	159875	Cintas Corporation	Uniform Service	101-43100-2180	89.42
12/14/2023	159875	Cintas Corporation	Uniform Service	101-43100-2180	89.42
Total 101431002180:					266.82
12/14/2023	159895	Manthe Garage Doors	garage door repair	101-43100-2230	588.50
Total 101431002230:					588.50
12/14/2023	20231027	Streamline Communications LLC	Cabling and wall mount for new Airport internet	101-43100-3100	474.00
12/14/2023	20231042	Waste Management of Southern MN	Monthly Service	101-43100-3100	233.83
Total 101431003100:					707.83
12/14/2023	159873	Centerpoint Energy	Monthly Service	101-43100-3800	66.44
12/14/2023	122313	City of Waseca	November Utilities	101-43100-3800	41.27 M
12/14/2023	122313	City of Waseca	November Utilities	101-43100-3800	725.85 M
Total 101431003800:					833.56
12/14/2023	159868	Ancom Communications Inc	radio repair	101-43100-4000	228.50
Total 101431004000:					228.50
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	101-43125-1340	22.37
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	101-43125-1340	3.31
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	101-43125-1340	1.25
Total 101431251340:					26.93
12/14/2023	20231036	U.S. Bank - CC	Hose Reel	101-43125-2170	1,145.89
12/14/2023	159916	Waterville Building Center LLC	Snow Boards for trucks	101-43125-2170	247.12
Total 101431252170:					1,393.01
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	101-43170-1340	4.79
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	101-43170-1340	.27
Total 101431701340:					5.06
12/14/2023	122313	City of Waseca	November Utilities	101-43170-3800	177.66 M
Total 101431703800:					177.66
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	101-43220-1340	7.99
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	101-43220-1340	.45
Total 101432201340:					8.44
12/14/2023	20231006	Independent School District #829	City Contribution Community Ed	101-45100-3100	8,333.33
Total 101451003100:					8,333.33
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	101-45130-1340	13.04

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101451301340:					13.04
12/14/2023	122313	City of Waseca	November Utilities	101-45130-3800	593.86 M
Total 101451303800:					593.86
12/14/2023	159897	MN Department of Labor & Industry	Boiler Fee	101-45130-4500	20.00
Total 101451304500:					20.00
12/14/2023	122313	City of Waseca	November Utilities	101-45180-3800	6,007.84 M
Total 101451803800:					6,007.84
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	101-45200-1340	80.45
Total 101452001340:					80.45
12/14/2023	159911	Waseca County Highway Department	Monthly billing	101-45200-2120	479.05
Total 101452002120:					479.05
12/14/2023	20230996	Condon Farm Service	Grass seed for dormant seeding spots	101-45200-2170	87.95
12/14/2023	159879	Culligan	Park Dept Water	101-45200-2170	38.60
12/14/2023	159881	DH Athletics LLC	Replacement basketball nets	101-45200-2170	122.50
12/14/2023	159913	Waseca County Landfill	Top Soil	101-45200-2170	229.00
12/14/2023	159913	Waseca County Landfill	Top Soil	101-45200-2170	235.25
12/14/2023	159913	Waseca County Landfill	Top Soil	101-45200-2170	227.00
12/14/2023	20231041	Waseca Hardware LLC	Parts & Supplies	101-45200-2170	24.99
Total 101452002170:					965.29
12/14/2023	20231003	Gundermann, Jolene	Uniform Reimbursement	101-45200-2180	40.08
12/14/2023	20231022	Sikel, Jim	Uniform Allowance - Jim S	101-45200-2180	191.19
Total 101452002180:					231.27
12/14/2023	20231041	Waseca Hardware LLC	Parts & Supplies	101-45200-2230	182.91
Total 101452002230:					182.91
12/14/2023	20231042	Waste Management of Southern MN	Monthly Service	101-45200-3100	36.50
Total 101452003100:					36.50
12/14/2023	20231036	U.S. Bank - CC	MN Sports Turf Assoc. Dues and fall seminar registratio	101-45200-3300	110.00
Total 101452003300:					110.00
12/14/2023	122313	City of Waseca	November Utilities	101-45200-3800	7,632.26 M
Total 101452003800:					7,632.26
12/14/2023	20230991	Border States Electric Supply	Parks Office Updates	101-45200-4000	37.52
12/14/2023	20230991	Border States Electric Supply	Parks Office Updates	101-45200-4000	188.26

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
12/14/2023	20231041	Waseca Hardware LLC	Parts & Supplies	101-45200-4000	70.77
Total 101452004000:					296.55
12/14/2023	20231020	Rent 'N' Save Portable Services	Sept Parks - Portable Toilets	101-45200-4100	817.50
12/14/2023	20231020	Rent 'N' Save Portable Services	October Parks - Portable Toilets	101-45200-4100	766.25
12/14/2023	20231020	Rent 'N' Save Portable Services	November Parks - Portable Toilets	101-45200-4100	66.15
Total 101452004100:					1,649.90
12/14/2023	20231036	U.S. Bank - CC	Building materials for Park shop office	101-45200-5300	406.66
Total 101452005300:					406.66
12/14/2023	20231007	Innovative Office Supply	Janitorial Supplies	101-45500-2170	187.18
Total 101455002170:					187.18
12/14/2023	159903	Orkin Pest Control	Library-Pest control	101-45500-3100	91.99
12/14/2023	20231026	Stoltz Cleaning Services LLC	Library Cleaning	101-45500-3100	150.00
12/14/2023	20231026	Stoltz Cleaning Services LLC	Library Cleaning	101-45500-3100	250.00
12/14/2023	20231026	Stoltz Cleaning Services LLC	Library Cleaning	101-45500-3100	250.00
12/14/2023	20231042	Waste Management of Southern MN	Library service	101-45500-3100	85.85
Total 101455003100:					827.84
12/14/2023	122313	City of Waseca	November Utilities	101-45500-3800	668.60 M
Total 101455003800:					668.60
Total General Fund:					232,357.93
Charter Oaks-TIF					
12/14/2023	159914	Waseca County Treasurer	Excess TIF Decert. #22	222-46650-4800	25,153.23
Total 222466504800:					25,153.23
Total Charter Oaks-TIF:					25,153.23
Airport					
12/14/2023	20231027	Streamline Communications LLC	Internet wiring to Airport AWOS computer	230-49810-2230	284.00
Total 230498102230:					284.00
12/14/2023	20231008	Kennedy & Kennedy Law Office	Airport Lease Agreement Review	230-49810-3000	240.00
12/14/2023	20231033	Toltz King Duvall Anderson & Assoc Inc.	4-Unit Hangar Construction Engineering	230-49810-3000	618.55
Total 230498103000:					858.55
12/14/2023	20231010	Langer, Brent	Airport Contract Payment	230-49810-3100	3,800.00
Total 230498103100:					3,800.00
12/14/2023	122313	City of Waseca	November Utilities	230-49810-3800	93.95 M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 230498103800:					93.95
Total Airport:					5,036.50
Historical Preservation					
12/14/2023	159889	Hoisington Preservation Consultants	Explore Waseca Grant	255-46500-3000	1,000.00
Total 255465003000:					1,000.00
Total Historical Preservation:					1,000.00
Tax Abatement Levy					
12/14/2023	20230990	Berry Family	2nd Half Tax Abatement	257-41950-4310	8,015.50
12/14/2023	159870	Boerboom, James & Mary Jo	2nd Half Tax Abatement	257-41950-4310	582.01
12/14/2023	20230992	Brass, Brent	2nd half tax abatement	257-41950-4310	627.84
12/14/2023	159872	Breitbarth, Alan & Cathy	2nd Half Tax Abatement	257-41950-4310	387.16
12/14/2023	159877	Conagra Foods	2nd Half Tax Abatement	257-41950-4310	61,500.00
12/14/2023	159878	Cone, David	2nd Half Tax Abatement	257-41950-4310	362.55
12/14/2023	20230997	Conrath, Jeremy	2nd half tax abatement	257-41950-4310	394.53
12/14/2023	159882	Donahue, Todd or Kathy	2nd Half Tax Abatement	257-41950-4310	693.50
12/14/2023	159883	Edward C Roesler Trustee	2nd Half Tax Abatement	257-41950-4310	563.50
12/14/2023	159885	Fennert, Kristi	2nd Half Tax Abatement	257-41950-4310	663.90
12/14/2023	159887	Glaser, Thomas & Jean	2nd Half Tax Abatement	257-41950-4310	857.31
12/14/2023	159890	Huber, Larry & Luanne	2nd Half Tax Abatement	257-41950-4310	626.54
12/14/2023	159892	Kelly, Jeramie & Julie	2nd Half Tax Abatement	257-41950-4310	829.66
12/14/2023	159893	Kramer, John & Merila	2nd Half Tax Abatement	257-41950-4310	146.29
12/14/2023	159894	Madsen, Christopher & Leslie	2nd Half Tax Abatement	257-41950-4310	919.50
12/14/2023	159899	Monica A Priebe Trust	2nd Half Tax Abatement	257-41950-4310	1,470.47
12/14/2023	159901	Nelson, Joseph & Kristin	2nd Half Tax Abatement	257-41950-4310	529.22
12/14/2023	159902	O'Brien, Michael & Beatrice	2nd Half Tax Abatement	257-41950-4310	71.24
12/14/2023	159906	Richard H Perreault Trustee	2nd Half Tax Abatement	257-41950-4310	660.12
12/14/2023	159907	Schlueter, Michael & Emily	2nd Half Tax Abatement	257-41950-4310	831.29
12/14/2023	159908	Teders, Eric & Melanie	2nd Half Tax Abatement	257-41950-4310	727.86
12/14/2023	159917	Weise, Ronald	2nd Half Tax Abatement	257-41950-4310	494.98
12/14/2023	159918	Wenzel, Frank	2nd Half Tax Abatement	257-41950-4310	920.24
12/14/2023	159919	Wilker, Alan & Barbara	2nd Half Tax Abatement	257-41950-4310	526.83
12/14/2023	159920	Winegar Inc.	2nd Half Tax Abatement	257-41950-4310	4,799.50
Total 257419504310:					88,201.54
Total Tax Abatement Levy:					88,201.54
Economic Development-General f					
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	261-46700-1340	12.02
Total 261467001340:					12.02
12/14/2023	122314	Verizon Wireless	Monthly Billing	261-46700-3200	20.62 M
Total 261467003200:					20.62
12/14/2023	20231036	U.S. Bank - CC	Credit back from fraudulent tipper	261-46700-3300	.61-
12/14/2023	20231036	U.S. Bank - CC	Greenseam Ag Forum admission	261-46700-3300	76.82
12/14/2023	20231036	U.S. Bank - CC	Registration Fees for Midwest Food Products Assoc.	261-46700-3300	225.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 261467003300:					301.21
12/14/2023	20231043	Wilson, Tina	Mileage Reimbursement	261-46700-3350	317.94
Total 261467003350:					317.94
Total Economic Development-General f:					651.79
Capital Improvement					
12/14/2023	20231025	Stantec Consulting Services Inc	Clar Lake Park Project Engineering Services	430-43010-5435	195.00
Total 430430105435:					195.00
12/14/2023	159871	Bolton & Menk Inc.	8th Ave NE Design Engineering	430-43010-5560	29,552.00
Total 430430105560:					29,552.00
Total Capital Improvement:					29,747.00
Gaiter Lake Land Development					
12/14/2023	20231025	Stantec Consulting Services Inc	Eng Services - GLLD Concept Layout & Feasibility Repo	437-46340-3000	3,204.75
12/14/2023	20231025	Stantec Consulting Services Inc	GLLD wetland delineation	437-46340-3000	903.00
12/14/2023	20231025	Stantec Consulting Services Inc	Survey for Johnson land purchase	437-46340-3000	500.00
Total 437463403000:					4,607.75
Total Gaiter Lake Land Development:					4,607.75
Water					
12/14/2023	159888	Hawkins Inc	Conagra Well Chemicals	601-49401-2170	1,205.56
12/14/2023	159888	Hawkins Inc	City Wells Chemicals	601-49401-2170	10,087.39
12/14/2023	20231036	U.S. Bank - CC	shipping for Qtrly Fluoride Sample to MDH	601-49401-2170	5.50
Total 601494012170:					11,298.45
12/14/2023	20231037	USA Blue Book	Chemical fittings for wells	601-49401-2210	53.08
Total 601494012210:					53.08
12/14/2023	20231041	Waseca Hardware LLC	Parts & Supplies	601-49401-2230	29.99
Total 601494012230:					29.99
12/14/2023	122313	City of Waseca	November Utilities	601-49401-3800	9,897.95 M
12/14/2023	159921	Xcel Energy	monthly service	601-49401-3800	247.28
Total 601494013800:					10,145.23
12/14/2023	122309	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 12/10/2023	601-49430-0000	417.45 M
12/14/2023	122309	ACH Internal Revenue Service	MEDICARE Pay Period: 12/10/2023	601-49430-0000	97.62 M
Total 601494300000:					515.07
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	601-49430-1340	1.60
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	601-49430-1340	.09

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	601-49430-1340	14.51
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	601-49430-1340	22.48
Total 601494301340:					38.68
12/14/2023	159911	Waseca County Highway Department	Monthly billing	601-49430-2120	305.53
Total 601494302120:					305.53
12/14/2023	20231036	U.S. Bank - CC	Uniform Allowance	601-49430-2180	104.98
Total 601494302180:					104.98
12/14/2023	20231002	Gopher State One-Call Inc	Location calls - November	601-49430-3100	29.70
12/14/2023	20231038	Utility Consultants Inc	Total Coliform sampling	601-49430-3100	207.96
Total 601494303100:					237.66
12/14/2023	122314	Verizon Wireless	Monthly Billing	601-49430-3200	40.01 M
Total 601494303200:					40.01
12/14/2023	20231004	Hellevik, Brian	Class C license and test	601-49430-3300	55.00
Total 601494303300:					55.00
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	601-49585-1340	16.12
Total 601495851340:					16.12
12/14/2023	20231013	MAS Communications Inc.	Answering service - December	601-49585-3200	56.36
12/14/2023	159910	U.S. Postal Service	First Class Presort Permit Renewal	601-49585-3200	103.34
Total 601495853200:					159.70
12/14/2023	20231019	Personalized Printing Inc.	Envelopes - Utilites Office	601-49585-3500	827.33
Total 601495853500:					827.33
12/14/2023	159876	City of Waseca	Summit AR	601-49585-4320	4.83
Total 601495854320:					4.83
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	601-49586-1340	3.63
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	601-49586-1340	14.58
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	601-49586-1340	7.02
Total 601495861340:					25.23
12/14/2023	20231036	U.S. Bank - CC	Business Card Holders for water & Sewer Bonding Visits	601-49586-2170	144.49
Total 601495862170:					144.49
12/14/2023	20231025	Stantec Consulting Services Inc	Bonding Bill committee tour information	601-49586-3000	487.50
12/14/2023	20231025	Stantec Consulting Services Inc	MJ properties water modeling & evaluation	601-49586-3000	1,926.00
12/14/2023	20231025	Stantec Consulting Services Inc	Rate Study	601-49586-3000	382.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 601495863000:					2,795.50
12/14/2023	20231025	Stantec Consulting Services Inc	Noetzel Addition Water Main Replacement	601-49593-5300	4,522.00
Total 601495935300:					4,522.00
12/14/2023	20231016	Metering & Technology Solutions	Water Meters	601-49593-5400	4,322.24
12/14/2023	20231025	Stantec Consulting Services Inc	Well Project	601-49593-5400	3,776.50
Total 601495935400:					8,098.74
Total Water:					39,417.62
Sanitary Sewer					
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	602-49470-1340	28.77
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	602-49470-1340	3.31
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	602-49470-1340	1.61
Total 602494701340:					33.69
12/14/2023	159884	Environmental Products & Access LLC	parts for jetter truck	602-49470-2210	544.57
Total 602494702210:					544.57
12/14/2023	20231002	Gopher State One-Call Inc	Location calls - November	602-49470-3100	29.70
Total 602494703100:					29.70
12/14/2023	122314	Verizon Wireless	Monthly Billing	602-49470-3200	40.01 M
12/14/2023	122314	Verizon Wireless	Monthly Billing	602-49470-3200	120.03 M
12/14/2023	122314	Verizon Wireless	Monthly Billing	602-49470-3200	80.02 M
Total 602494703200:					240.06
12/14/2023	20231036	U.S. Bank - CC	MPCA Wastewater Collection Class	602-49470-3300	390.00
12/14/2023	20231036	U.S. Bank - CC	Service Fee for WW Class	602-49470-3300	8.39
Total 602494703300:					398.39
12/14/2023	122313	City of Waseca	November Utilities	602-49470-3800	1,097.13 M
Total 602494703800:					1,097.13
12/14/2023	20231041	Waseca Hardware LLC	Parts & Supplies	602-49470-4020	9.99
Total 602494704020:					9.99
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	602-49480-1340	3.20
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	602-49480-1340	.18
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	602-49480-1340	70.87
Total 602494801340:					74.25
12/14/2023	159911	Waseca County Highway Department	Monthly billing	602-49480-2120	60.20

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 602494802120:					60.20
12/14/2023	20230988	Applied Specialties Inc	Polymer	602-49480-2170	6,406.40
12/14/2023	159888	Hawkins Inc	Chlorine & Sulfur	602-49480-2170	1,192.76
12/14/2023	20231036	U.S. Bank - CC	Lab supplies	602-49480-2170	63.41
Total 602494802170:					7,662.57
12/14/2023	20231036	U.S. Bank - CC	Winter Jackets	602-49480-2180	314.98
Total 602494802180:					314.98
12/14/2023	20230989	Automatic Systems Company	SCADA parts	602-49480-2210	1,195.94
Total 602494802210:					1,195.94
12/14/2023	159874	Cintas Corp	Floor Mats	602-49480-3100	9.60
12/14/2023	20231018	Nardini Fire Equipment	Generator fire suppression	602-49480-3100	628.00
12/14/2023	20231038	Utility Consultants Inc	Permit Testing	602-49480-3100	2,761.95
12/14/2023	20231041	Waseca Hardware LLC	Parts & Supplies	602-49480-3100	146.91
12/14/2023	20231042	Waste Management of Southern MN	wntp garbage	602-49480-3100	460.82
Total 602494803100:					4,007.28
12/14/2023	122314	Verizon Wireless	Monthly Billing	602-49480-3200	41.23 M
Total 602494803200:					41.23
12/14/2023	122313	City of Waseca	November Utilities	602-49480-3800	508.58 M
Total 602494803800:					508.58
12/14/2023	20231011	M & R Electric Inc.	electric controls	602-49480-4000	219.35
Total 602494804000:					219.35
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	602-49585-1340	16.12
Total 602495851340:					16.12
12/14/2023	20231013	MAS Communications Inc.	Answering service - December	602-49585-3200	56.36
12/14/2023	159910	U.S. Postal Service	First Class Presort Permit Renewal	602-49585-3200	103.33
Total 602495853200:					159.69
12/14/2023	20231019	Personalized Printing Inc.	Envelopes - Utilites Office	602-49585-3500	827.33
Total 602495853500:					827.33
12/14/2023	159876	City of Waseca	Summit AR	602-49585-4320	9.26
Total 602495854320:					9.26
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	602-49586-1340	3.63
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	602-49586-1340	14.58

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 602495861340:					18.21
12/14/2023	20231036	U.S. Bank - CC	Business Card Holders for water & Sewer Bonding Visits	602-49586-2170	144.49
Total 602495862170:					144.49
12/14/2023	20231001	Flaherty & Hood PA	Conagra Land Purchase	602-49586-3000	925.00
12/14/2023	20231025	Stantec Consulting Services Inc	Pondview lift station & sewer capacity Feasibility Report	602-49586-3000	1,645.50
12/14/2023	20231025	Stantec Consulting Services Inc	Bonding Bill committee tour information	602-49586-3000	487.50
12/14/2023	20231025	Stantec Consulting Services Inc	Rate Study	602-49586-3000	382.00
12/14/2023	159914	Waseca County Treasurer	Conagra land purchase - County minor subdivision appli	602-49586-3000	392.00
Total 602495863000:					3,832.00
12/14/2023	20231025	Stantec Consulting Services Inc	Conagra Wastewater Expansion	602-49593-5300	8,275.25
Total 602495935300:					8,275.25
12/14/2023	20231025	Stantec Consulting Services Inc	Lift Stations Capacity Analyses	602-49593-5400	1,148.50
Total 602495935400:					1,148.50
Total Sanitary Sewer:					30,868.76
Electric Utility					
12/14/2023	122315	SMMPA	SMMPA Power	604-49550-3810	402,893.42 M
Total 604495503810:					402,893.42
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	604-49570-1340	3.05
Total 604495701340:					3.05
12/14/2023	122313	City of Waseca	November Utilities	604-49570-3800	56.36 M
Total 604495703800:					56.36
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	604-49571-1340	72.07
Total 604495711340:					72.07
12/14/2023	159911	Waseca County Highway Department	Monthly billing	604-49571-2120	684.06
Total 604495712120:					684.06
12/14/2023	159905	QC Supply	Nozzle and Lance	604-49571-2170	445.66
12/14/2023	20231041	Waseca Hardware LLC	Parts & Supplies	604-49571-2170	62.95
Total 604495712170:					508.61
12/14/2023	159898	MN Valley Action Council	Energy Audit Reimbursement	604-49571-2340	940.70
Total 604495712340:					940.70
12/14/2023	20231017	Napa Auto Parts	Parts	604-49571-2400	6.89

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 604495712400:					6.89
12/14/2023	20231002	Gopher State One-Call Inc	Location calls - November	604-49571-3100	29.70
12/14/2023	20231026	Stoltz Cleaning Services LLC	Electric room cleaning	604-49571-3100	20.00
12/14/2023	20231026	Stoltz Cleaning Services LLC	Electric room cleaning	604-49571-3100	20.00
12/14/2023	20231026	Stoltz Cleaning Services LLC	Electric room cleaning	604-49571-3100	20.00
Total 604495713100:					89.70
12/14/2023	122314	Verizon Wireless	Monthly Billing	604-49571-3200	120.03 M
Total 604495713200:					120.03
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	604-49572-1340	7.11
Total 604495721340:					7.11
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	604-49573-1340	13.20
Total 604495731340:					13.20
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	604-49574-1340	4.06
Total 604495741340:					4.06
12/14/2023	20231041	Waseca Hardware LLC	Parts & Supplies	604-49574-2230	31.98
Total 604495742230:					31.98
12/14/2023	122313	City of Waseca	November Utilities	604-49574-3800	259.93 M
12/14/2023	159921	Xcel Energy	Monthly Service	604-49574-3800	566.84
Total 604495743800:					826.77
12/14/2023	122313	City of Waseca	November Utilities	604-49575-3800	673.38 M
Total 604495753800:					673.38
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	604-49584-1340	2.03
Total 604495841340:					2.03
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	604-49585-1340	29.03
Total 604495851340:					29.03
12/14/2023	20231013	MAS Communications Inc.	Answering service - December	604-49585-3200	56.37
12/14/2023	159910	U.S. Postal Service	First Class Presort Permit Renewal	604-49585-3200	103.33
Total 604495853200:					159.70
12/14/2023	20231019	Personalized Printing Inc.	Envelopes - Utilites Office	604-49585-3500	827.34
Total 604495853500:					827.34

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
12/14/2023	159876	City of Waseca	Summit AR	604-49585-4320	26.16
Total 604495854320:					26.16
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	604-49586-1340	3.93
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	604-49586-1340	15.02
Total 604495861340:					18.95
12/14/2023	159896	MN Department of Commerce	DOC Assessment	604-49586-4330	1,285.13
Total 604495864330:					1,285.13
12/14/2023	20230991	Border States Electric Supply	conversion supplies	604-49593-5300	5.98
12/14/2023	20230991	Border States Electric Supply	conversion supplies	604-49593-5300	233.22
Total 604495935300:					239.20
12/14/2023	20231029	Stuart C. Irby Company	S&C Switchs	604-49593-5400	80,445.00
12/14/2023	20231030	T & R Electric Inc.	Transformer	604-49593-5400	1,195.00
Total 604495935400:					81,640.00
Total Electric Utility:					491,158.93
Storm Water Utility					
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	651-43140-1340	3.02
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	651-43140-1340	15.98
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	651-43140-1340	.90
Total 651431401340:					19.90
12/14/2023	122313	City of Waseca	November Utilities	651-43140-3800	326.41 M
Total 651431403800:					326.41
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	651-49585-1340	3.22
Total 651495851340:					3.22
Total Storm Water Utility:					349.53
Central Garage Services					
12/14/2023	159865	Madison National Life Insurance Co Inc	December 2023 LTD	701-43180-1340	56.19
Total 701431801340:					56.19
12/14/2023	20231041	Waseca Hardware LLC	Parts & Supplies	701-43180-2120	15.06
Total 701431802120:					15.06
12/14/2023	20230996	Condon Farm Service	Bolts	701-43180-2170	5.40
12/14/2023	20231017	Napa Auto Parts	Parts	701-43180-2170	52.42
12/14/2023	159905	QC Supply	nozzle	701-43180-2170	82.97
12/14/2023	20231041	Waseca Hardware LLC	Parts & Supplies	701-43180-2170	3.40

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 701431802170:					144.19
12/14/2023	20230987	Amazon	hla plow electric connectors	701-43180-2210	34.97
12/14/2023	20230987	Amazon	# 24 tool box	701-43180-2210	78.93
12/14/2023	20230987	Amazon	new 24 tool box	701-43180-2210	89.53
12/14/2023	159891	John Deere Financial	HLA Snow Wing	701-43180-2210	2,341.40
12/14/2023	20231009	Kris Engineering Inc.	Grader Blades	701-43180-2210	2,291.72
12/14/2023	20231017	Napa Auto Parts	Parts	701-43180-2210	380.04
12/14/2023	20231021	Sanco Equipment LLC	Snow Plow	701-43180-2210	266.14
12/14/2023	20231024	Smiths Mill Implement Inc.	new bobcat rear camera	701-43180-2210	359.99
12/14/2023	20231031	Tesch Service Center Co.	tire repair	701-43180-2210	46.99
12/14/2023	20231032	Titan Machinery	#22 case 19	701-43180-2210	595.00
12/14/2023	20231035	Truck Center Companies	Filter	701-43180-2210	158.01
12/14/2023	20231036	U.S. Bank - CC	Engine control unit for leaf vac	701-43180-2210	702.25
12/14/2023	20231036	U.S. Bank - CC	Parts and Equipment for salt brine setup	701-43180-2210	688.67
12/14/2023	20231044	Ziegler Inc	carbide wear block	701-43180-2210	152.01
Total 701431802210:					8,185.65
12/14/2023	20231017	Napa Auto Parts	Parts	701-43180-2400	499.00
12/14/2023	20231034	Tool Sales Company	Tools	701-43180-2400	28.00
Total 701431802400:					527.00
12/14/2023	20231005	Huber Supply Co Inc	tank rental	701-43180-3100	16.50
12/14/2023	20231036	U.S. Bank - CC	Monthly diagnostic tool fee	701-43180-3100	161.66
Total 701431803100:					178.16
12/14/2023	159880	Deml Ford Lincoln Mercury Inc	529 leaf springs	701-43180-4000	4,286.74
Total 701431804000:					4,286.74
Total Central Garage Services:					13,392.99
Property and Liability Insuran					
12/14/2023	20231000	First National Insurance	Agency Fee	702-49955-3000	800.00
Total 702499553000:					800.00
Total Property and Liability Insuran:					800.00
Grand Totals:					962,743.57

Report Criteria:
 Report type: GL detail
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CITY OF WASECA

Request for City Council Action

Title:	Request for Residential Tax Abatement for 1109 11 th Avenue SE (PID 175350570)		
Meeting Date:	December 19, 2023	Agenda Item Number:	6C
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	<ul style="list-style-type: none"> Residential Tax Abatement Agreement Resolution 23-60
Originating Department:	Economic Development & City Manager	Presented By:	Consent Agenda
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Approve Resolution 23-60, granting residential tax abatement for 1109 11 th Avenue SE and approval for signature to Residential Tax Abatement Agreement		
How does this item pertain to Vision 2030 goals?	Leveraging Economic Development Opportunities		

BACKGROUND: The City Council has already authorized this parcel as eligible for tax abatement through Resolution 19-08. The building permit was issued in July 2022, with construction completed in March 2023. The Residential Tax Abatement was applied for on November 15, 2023. This information is provided to the council in a spirit of transparency. Staff confirmed with Attorney Robert Scott that no statutory provision addresses when the tax abatement must be applied for. The statute only addresses the authority of the city to grant an abatement.

BUDGET IMPACT: The residential tax abatement requested is 100% of the portion of the City’s share of ad valorem property taxes for a period of THREE years on the qualifying parcel derived from the value of the residential structure for which the City issues a building permit and paid by the property owner. The total abatement amount for any single qualifying parcel is not to exceed \$20,458.85, and for a maximum total abatement of city-imposed property taxes, it is not to exceed \$6,819.62 annually for three (3) years. The abatements will apply to the City’s share of ad valorem property taxes on the qualifying parcels derived from the value of the residential structure for which the City issues a building permit and paid by the record owners of such qualifying parcels. As part of the process, the SAC (Sewer Access Fee) and WAC (Water Access Fee) are initially paid with the building permit. Once the residential tax abatement has been approved and the documents fully executed, the SAC and WAC fees are refunded to the building permit applicant. These fees are expensed to the General Fund/Community Development, and fee amounts are transferred to the Sanitary Sewer Utility and Water Utility to make the utilities whole; that is, the abatement process is a tax subsidy, not a utility subsidy. A residential WAC fee is \$1,240, and a residential SAC fee is \$1,090.

RECOMMENDATION: Staff recommends that the city council make a motion regarding Resolution 23-60 and the Residential Tax Abatement Agreement for 1109 11th Avenue SE.

(Do not write in the space above. Reserved for recording/transfer data)

RESIDENTIAL TAX ABATEMENT AGREEMENT

BY AND BETWEEN

CITY OF WASECA, MINNESOTA AND

AND

The Cariveau Family Trust under agreement dated January 25, 2023, a Trust established under the laws of the state of Minnesota with its address at 1109 11th Avenue SE, Waseca, MN 56093

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RESIDENTIAL TAX ABATEMENT AGREEMENT

THIS AGREEMENT, made as of the ____ day of December, 2023, by and among the City of Waseca, Minnesota, a Minnesota municipal corporation (the “City”) and the Cariveau Family Trust, a Trust established under the laws of the state of Minnesota with its address at 1109 11th Avenue SE, Waseca, MN (the “Developer”),

WITNESSETH:

WHEREAS, following notice and a public hearing, the Waseca City Council adopted Resolution No. 16-56 on December 20, 2016 (the “City Abatement Resolution”), and thereby approved a program (the “City Abatement Program”) to encourage residential development on vacant residential lots in the City by providing abatement of the City’s share of ad valorem property taxes on qualifying parcels derived from the value of the residential structure for which the City issues a building permit and paid by the record owner(s) of such qualifying parcels in accordance with the referenced City Abatement Resolution, State law and the terms of the City’s Residential Tax Abatement Policy (attached to the City Abatement Resolution as Appendix A); and

WHEREAS, Developer has been approved for a building permit for a single family residential structure located at 1109 11th Avenue SE in the City (Parcel No. 175350570) (the “Property”), and the City has determined that the Property has qualified for tax abatement pursuant to the City’s Residential Tax Abatement Policy; and

WHEREAS, the City has approved abatement of the increased portion of the City’s share of ad valorem property taxes on the Property derived from the value of the residential development of the Property for a period not to exceed Three (3) years, specifically with respect to the payable 2024 through 2026 property taxes, in a total amount not to exceed \$20,458.85; and

WHEREAS, the City believes that the development of the Property and fulfillment of this Agreement are in the best interests of the City, will contribute to the growth and modernization the housing options in the City, and increase the tax base in the City, and are in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Property will be developed and is being assisted; and

WHEREAS, the requirements of the Business Subsidy Law, Minnesota Statutes, Section 116J.993 through 116J.995, do not apply to this Agreement; and

WHEREAS, the City believes that the Project will meet the conditions of the Tax Abatement Act and Tax Abatement Program in that: (a) the City expects the benefits to the City from this Agreement to equal or exceed the costs to the City of this Agreement; and (b) the City finds that granting the Tax Abatement is in the public interest because it will increase or preserve the City’s tax base, provide employment opportunities in the City, and increase the housing opportunities available in the City; and

WHEREAS, the Developer and the City desire to enter into this Agreement in satisfaction of applicable requirements of the City, and to set out the undertakings and obligations of each party from this point forward with respect to the development of the Property.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Abatement Program means the program to encourage residential development on vacant residential lots in the City by providing the City Tax Abatements in accordance with the referenced City Abatement Resolution, State law and the terms of the City's Residential Tax Abatement Policy;

Abatement Resolution means Resolution No. 16-56 on December 20, 2016, together with the Residential Tax Abatement Policy attached thereto as Appendix A;

Agreement means this Agreement, as the same may be from time to time modified, amended or supplemented;

Business Day means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close;

City means the City of Waseca, Minnesota;

Code means the City's Code of Ordinances;

Developer means the Cariveau Family Trust, a Trust established under the laws of the state of Minnesota with its address at 1109 11th Avenue SE, Waseca, MN 55063 its successors and assigns;

Event of Default means any of the events described in Section 4.1;

Project means the construction of a single family residential structure by the Developer on the Property;

Project Improvements means each and all of the improvements to be performed and/or constructed on the Property as part of the Project, pursuant to the Project Plans reviewed and approved by the City and for which the City issues a building permit. The timing of the Developer's construction of the Project is described in more detail in the remaining portions of this Agreement. All Project Improvements shall be completed to City specifications as provided in the Project Plans, this Agreement, and the Code;

Project Plans means all submissions required by the City Ordinances or this Agreement with respect to the Project and all plans, drawings, plats, and related documents for the construction of the Project, approved by the City and Developer, irrespective of whether the Developer's and/or the City's final approval of any such documents occurs before or after the execution and delivery of this Agreement;

Property means the real property legally described on Exhibit A, attached hereto;

State means the State of Minnesota;

Tax Abatement Act means Minnesota Statutes, Sections 469.1812 through 469.1815;

Tax Abatement Program means the Residential Tax Abatement Policy approved in the Abatement Resolutions, pursuant to Minnesota Statutes, Section 469.1812 through 469.1815, as amended; and

Tax Abatements means the City's reimbursement to the Developer of the City's share of ad valorem property taxes on the Property derived from the value of the residential development of the Property and paid by the Developer for a period not to exceed Three (3) years, specifically with respect to the payable 2024 through 2026 property taxes, in a total amount not to exceed \$20,458.85, pursuant to the specific provisions of Section 3.8;

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the City. The City makes the following representations and warranties:

(1) The City is a municipal corporation organized under the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) The City Abatement Program was created, adopted and approved in accordance with the terms of the Tax Abatement Act.

(3) The City has made the findings required by the Tax Abatement Act for the Tax Abatement Program.

(4) This Agreement has been duly approved by the City Council of the City and the execution and delivery of this Agreement has been authorized by such City Council.

Section 2.2 Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

(1) The Developer is a married couple and residents of the State and has the power to enter into the Agreement and to perform its obligations hereunder and is not in violation of any local, state, or federal laws.

(2) The Developer will cause the Project to be constructed in accordance with the terms of the Agreement, the Project Plans, and all local, state, and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations, City Policy and Code).

(3) The Developer will obtain or cause to be obtained, in a timely manner, all required permits, licenses, and approvals and will meet, in a timely manner, all requirements of

all applicable local, state, and federal laws and regulations which must be obtained or met before the Project may be lawfully constructed. Without in any way limiting the foregoing, the Developer will request and seek to obtain from the City, if necessary, such approvals, variances, conditional use permits, zoning changes, and other required City approvals as may be applicable.

(4) The Project will, as of the date it is completed and subject to the issuance of City approvals as herein contemplated, contain only uses permitted under the Code.

(5) The Project would not be undertaken by the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(6) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(7) The Developer will cooperate fully with the City with respect to any litigation commenced with respect to the project, but only to the extent that the City and the Developer are not adverse parties to the litigation.

(8) The Developer will cooperate fully with the City in resolution of any traffic, drainage, utility, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Project.

ARTICLE III

UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1 Construction of Project and Reimbursement of Cost.

(1) The costs of the construction of the Project shall be paid by the Developer. The Developer will construct the Project in a good and workmanlike manner in accordance with the Project Plans and at all times prior to the termination of this Agreement will operate and maintain, preserve and keep the Project or cause the Project to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair and condition.

(2) Upon completion of the Project, the City shall partially reimburse the Developer for the costs of the Project pursuant to the Abatement Program as provided in Section 3.8.

Section 3.2 Limitations on Undertaking of the City. Notwithstanding the provisions of Sections 3.1, the City shall have no obligation to reimburse the Developer for the costs of the Project, if the City, at the time or times such payment is to be made, is entitled under Section 4.2 to exercise any of the remedies set forth therein as a result of an Event of Default which has not cured.

Section 3.3 Commencement and Completion of Construction.

The Developer shall complete the Project within twelve months of the issuance of the building permit for the Project. All Project Improvements to be constructed or provided by the Developer shall be in conformity with the Project Plans as submitted by the Developer and approved by the City.

Nothing in this Agreement shall be deemed to impair or limit any of the City's rights or responsibilities under its zoning laws or construction permit processes.

Section 3.4 Damage and Destruction. In the event of damage or destruction of the Project the Developer shall repair or rebuild the Project.

Section 3.5 No Change in Use of Project. The City's obligations pursuant to this Agreement shall be subject to the continued operation of the Project by the Developer.

Section 3.6 Prohibition Against Transfer of Project and Assignment of Agreement. The Developer represents and agrees that prior to the termination date of this Agreement the Developer shall not transfer the Project or any part thereof or any interest therein, without the prior written approval of the City. The City shall be entitled to require as conditions to any such approval that;

(1) Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer.

(2) Any proposed transferee, by instrument in writing satisfactory to the City shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and agreed to be subject to all the conditions and restrictions to which the Developer is subject.

(3) There shall be submitted to the City for review and prior written approval all instruments and other legal documents involved in effecting the transfer of any interest in this Agreement or the Project.

Section 3.7 Real Property Taxes. The Developer acknowledges that it is obligated under law to pay all real property taxes and special assessments payable with respect to all parts of the Property acquired and owned by it which are payable pursuant to this Agreement, State law and any other statutory or contractual duty that shall accrue subsequent to the date of its acquisition of title to the Property (or part thereof) and until title to the property is vested in another person. The Developer agrees that for tax assessments so long as this Agreement remains in effect:

(1) It will not seek administrative review or judicial review of the applicability of any tax statute relating to the ad valorem property taxation of real property contained on the Property determined by any tax official to be applicable to the Project or the Developer or raise the inapplicability of any such tax statute as a defense in any proceedings with respect to the Property, including delinquent tax proceedings; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(2) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of real property contained on the Property determined by any tax official to be applicable to the Project or the Developer or raise the unconstitutionality of any such tax statute as a defense in any proceeding, including delinquent tax proceeding with

respect to the Property; provided, however, “tax statute” does not include any local ordinance or resolution levying a tax;

(3) It will not seek any tax deferral or abatement, either presently or prospectively authorized under Minnesota Statutes, Section 469.181, or any other State or federal law, of the ad valorem property taxation of the Property so long as this Agreement remains in effect.

Section 3.8 Tax Abatements.

(1) The Tax Abatements paid to the Developer shall be in accordance with and subject to the terms and conditions contained in the Abatement Resolution and the Tax Abatement Act.

(2) The Tax Abatement shall be for a duration not to exceed Three (3) years and shall apply to the City’s share of ad valorem property taxes on the Property derived from the value of the residential development of the Property and paid by the Developer, beginning with taxes payable in 2024 and continuing through taxes payable in 2026, in the lesser amount annually of \$6,819.62 or 100 percent of the City’s share of ad valorem property taxes on the Property derived from the value of the residential development of the Property for that year.

(3) On or before January 1 and July 1 each year commencing July 1, 2024, and including January 1, 2027 (adjust as necessary if a different term is selected)], the Developer shall invoice the City in the amount of the City’s portion of ad valorem property taxes on the Property paid by Developer in the previous six-month period to which the Developer is entitled to reimbursement under this Section. On or before February 1 and August 1 each year commencing August 2024 and including February 1, 2027 (adjust as necessary if a different term is selected), the City shall pay the Developer the amount of the Tax Abatements received by the City in the previous six-month period.

(4) In order to be entitled to the City Tax Abatements provided for in this Agreement, the Developer shall not be in default within the City of any of its payment obligations respecting any taxes, assessments, utility charges or other governmental impositions. Notwithstanding the other provisions of this Article, the City shall not have any obligation to the Developer with respect to the Abatement of taxes hereunder if the City, at the time or times such obligation is required, is entitled to exercise any of the remedies set forth in this Agreement as a result of an Event of Default, which has not been cured.

ARTICLE IV

EVENTS OF DEFAULT

Section 4.1 Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean whenever it is used in this Agreement any one or more of the following events:

(1) Failure by the Developer to timely pay when due the payments required to be paid or secured under any provision of this Agreement or which are otherwise required, including the payment of any ad valorem real property taxes, special assessments, utility charges or other governmental impositions with respect to the Property, the Project or any portion thereof.

(2) Failure by the Developer to cause the construction of the Project to be completed pursuant to the terms, conditions and limitations of this Agreement.

(3) Failure by the Developer to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under the Agreement.

(4) If Developer admits in writing of its inability to pay its debts generally as they become due, or shall file or be involuntarily named as a debtor in a petition in bankruptcy, or shall make an assignment for the benefit of creditors, or shall consent to the appointment of a receiver of itself or of the whole or any substantial part of the Property.

(5) If the Developer, on a petition in bankruptcy filed against it, be adjudicated bankrupt, or a court of competent jurisdiction shall enter an order or decree appointing, without the consent of the Developer, a receiver of the Developer or of the whole or substantially all of its property, or approve a petition filed against the Developer seeking reorganization or rearrangement of the Developer under the federal bankruptcy laws, and such adjudication, order or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof.

(6) If the Developer is in default under any mortgage and has not entered into a workout agreement with the Mortgagee within sixty (60) days after such default

Section 4.2 Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City, as specified below, in addition to any other remedies or rights given the City under this Agreement, after the giving of thirty (30) days' written notice to the Developer citing with specificity the item or items of default and notifying the Developer that it has thirty (30) days within which to cure said Event of Default, may take any one or more of the following actions:

(1) The City may suspend its performance under this Agreement, including the payment of any Tax Abatement, until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement.

(2) The City may cancel and rescind the Agreement and reassess any ad valorem property taxes previously abated in proportion to the Developer's failure to construct or install the Project Improvements against the Developer in the manner of a special assessment.

(3) The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement; provided that any exercise by the City of its rights or remedies hereunder shall always be subject to and limited by, and shall not defeat, render invalid or limit in any way the lien of any mortgage authorized by this Agreement; and provided further that should any Mortgagee succeed by foreclosure of the mortgage or deed in lieu thereof in respect to the Developer's interest in the Property, the Mortgagee shall, notwithstanding the foregoing, be obligated to perform the obligations of the Developer to complete construction of the Project described and in the manner required hereunder, but only to the extent that the same have not theretofore been performed by the Developer.

(4) The City may withhold any certificate or permit required hereunder.

The notice of an Event of Default required in this Section shall be effective on the date mailed or hand delivered to the Developer.

Section 4.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. Except as expressly set forth herein, it shall not be necessary to give notice to exercise a remedy, other than such notice as may be required in this Article.

Section 4.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party hereto and thereafter waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5 Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefore, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

Section 4.6 Release and Indemnification Covenants.

(1) The Developer expressly releases from and covenants and agrees to indemnify and hold the City and its officers, agents, servants, employees and all members of the City Council, its planning commission and other boards or commissions harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or an account of the Project, the Property, or the performance of work at the development site and elsewhere pursuant to this Agreement, and further releases such officers employees, agents and members from any personal liability in connection with handling funds pursuant to the terms of this Agreement. The indemnification provided hereunder shall not apply to intentional acts or the gross misconduct of the individual or entity so indemnified.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the following named parties, the Developer agrees to protect and defend the City and its officers, agents, servants and employees and all members of the City Council, its planning commission and other boards or commissions, now or forever, and further agrees to hold the aforesaid harmless from any claim, demand, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from a breach of the obligations of the Developer under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, maintenance and operation of the Project.

(3) The City and its officers, agents, employees and all members of the City Council, its planning commission and other boards or commissions shall not be liable for any damages or

injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Project due to any act of negligence of any person.

(4) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any officer, agent, servant, employee or any members of the City Council, its planning commission and other boards or commissions of the City in the individual capacity thereof.

(5) The Developer is not an agent of the City and this Agreement shall not be construed as creating a joint venture, partnership or other joint arrangement between the Developer and the City relating to the Project.

ARTICLE V

ADDITIONAL PROVISIONS

Section 5.1 Conflicts of Interest/No Personal Liability. No member of the governing body of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member or any other official or employee of the City participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the Developer in the event of any default or breach by the City or for any amount that may become due to the Developer for any obligations under the terms of this Agreement.

Section 5.2. Non-Discrimination. Developer shall not violate any law applicable to it with respect to civil rights and non-discrimination including, without limitation, Minnesota Statutes, Section 181.59.

Section 5.3. No Merger. None of the provisions of this Agreement are intended to be or shall be merged by reason of any deed transferring any interest in any part of the Property and any such deed shall not be deemed to affect or impair the provisions of this Agreement.

Section 5.4. Cleanup. The Developer shall promptly clear or cause to be cleared from the Property and any public streets or property, any soil, earth or debris or unnecessary personal property or equipment resulting from construction work by the Developer or its agents or assigns. If Developer fails to do so within two (2) business days of receipt of telephone or personally delivered personal notice from the City, the City shall be entitled to undertake such corrective action as it deems necessary and to charge the Developer for the cost of such corrective action. This remedy is in addition to any other remedy available to the City hereunder. Developer's failure to pay such charges when billed by the City shall be an additional Event of Default under this Agreement.

Section 5.5. Responsibility for Costs. Developer shall be responsible for the following costs incurred with respect to this Agreement, which costs shall be paid as set forth below:

(1) The Developer shall reimburse the City for reasonable, administrative, and out-of-pocket costs, expenses and disbursements incurred in the enforcement of this Agreement, including engineering and attorney's fees.

(2) The Developer shall pay in full all bills submitted to it by the City within thirty (30) days after receipt. If the bills are not paid on time, the City may without further notice to Developer exercise any one or more of the remedies provided to the City by Article 5 hereunder.

Section 5.6 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(1) in the case of the Developer is addressed to or delivered personally to:

Andrew William Cariveau, Trustee
The Cariveau Family Trust
521 14th Street NW
Waseca, MN 56093

(2) in the case of the City is addressed to or delivered personally to:

City Manager
City of Waseca
508 South State Street
Waseca, MN 56093

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 5.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5.8 Duration. This Agreement shall remain in effect through February 1, 2027 (same date as last reimbursement payment in § 3.8(3)), unless earlier terminated or rescinded in accordance with its terms.

Section 5.9 Provisions Surviving Rescission or Expiration. Sections 4.5 and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 5.10 Records—Availability and Retention. Pursuant to Minn. Stat. § 16C.05, subd. 5, the Developer agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Developer and involve transactions relating to this Agreement. The Developer agrees to maintain these records for a period of six years from the date of termination of this Agreement.

Section 5.11 Data Practices. The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*

Section 5.12. Rules of Interpretation.

(1) Governing Law. This Agreement shall be interpreted in accordance with and governed by the laws of the State of Minnesota,

(2) Includes Entire Agreement. The words "herein" and "hereof" and words of similar import, without reference to any particular section or subdivision refer to this Agreement as a whole rather than any particular section or subdivision hereof.

(3) Original Sections. References herein to any particular article, section or paragraph hereof are to the section or subdivision of this Agreement as originally executed.

(4) Headings. Any headings, captions, or titles of the several parts, articles, sections, and paragraphs of this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of its provisions.

(5) Conflict Between Agreements. In the event of any conflict between the terms, conditions and provisions of this Agreement and the terms, conditions and provisions of any other instrument, the terms, conditions and provisions of this Agreement shall control and take precedence.

(6) Entire Agreement. This Agreement including any Schedules and Exhibits hereto contain the entire agreement of the parties relating to the subject matter herein, and no other prior or contemporary agreements, oral or written, shall be binding upon the parties hereto.

(7) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns as provided and as conditioned in this Agreement.

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Exhibit A
Legal Description of Property

Parcel # 175350570

Lot 10 Block 7
Pondview of Waseca

1109 11th Ave SE
Waseca, MN 56093

RESOLUTION NO. 23-60

**A RESOLUTION OF CITY OF WASECA, MINNESOTA
APPROVING A RESIDENTIAL PROPERTY TAX ABATEMENT PROGRAM**

WHEREAS, the City Council of the City of Waseca (“City Council”) has approved a Tax Abatement Housing Program to encourage housing development within the City and has asked Waseca County to approve a tax abatement to augment the City program; and

WHEREAS, the City of Waseca desires to encourage, promote, and facilitate residential development on vacant residential lots located within the City of Waseca (“City”) and has adopted a Residential Tax Abatement, a true and correct copy is on file at the offices of the City Manager, pursuant to which the City intends to offer abatement of City-imposed property taxes on qualifying residential properties in the City for which building permits for single-family residential structures are applied for and issued by the City on or before December 31, 2024; and

WHEREAS, the parcels of real property for which abatements of City of Waseca-imposed property taxes are conditionally approved herein are identified and legally described in Resolution 19-08, Appendix A (the “eligible parcels”), and generally consist of every current vacant, unimproved parcel of property in a residential zoning district in the City of Waseca that are served by municipal infrastructure including central water and sanitary sewer service; and

WHEREAS, the City will use tax abatement for the purposes provided for in the Abatement Law and the City’s approved Tax Abatement to match the proposed term of the abatements for each eligible property that satisfies the conditions for abatement established herein (“the qualifying parcels described in Resolution 19-08, Appendix A”); and

WHEREAS, the City proposes to use tax abatement for the purposes provided for in the Abatement Law and the Abatement Policy (and hereinafter defined). The proposed term of the abatements for each eligible property that satisfies the conditions for abatement established herein (“the qualifying parcels”) will be for a term not to exceed Three (3) years, with the City abating 100% percent of the portion of the City’s share of ad valorem property taxes on the qualifying parcel derived from the value of the residential structure for which the City issues a building permit and paid by the property owner. The total abatement amount for any single qualifying parcel is not to exceed \$20,458.85 for a maximum total abatement of City-imposed property taxes not to exceed \$6,819.62 annually. The abatements will apply to the City’s share of ad valorem property taxes on the qualifying parcels derived from the value of the residential structure for which the City issues a building permit and paid by the record owners of such qualifying parcels (the “abatements”); and

WHEREAS, on December 20, 2016, the Council held a public hearing on the question of the abatements, with proper notice being duly given and published in advance; and

WHEREAS, the Abatements are authorized under Minnesota Statutes, Section 469.1812 through 469.1815 (the “Abatement Law”).

NOW, THEREFORE, BE IT RESOLVED that the City Council approve the Tax Abatement Applications substantially in the form as presented, submitted by the Cariveau Family Trust, a Trust established under the laws of the state of Minnesota. (1109 11th Avenue SE) Parcel ID #175350570.

Adopted this ____ day of December 2023.

RANDY L ZIMMERMAN
MAYOR

ATTEST:

JULIA HALL
CITY CLERK

Title:	SET 2024 CITY COUNCIL MEETING DATES		
Meeting Date:	DECEMBER 19, 2023	Agenda Item Number:	6D
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	List of meeting dates 2024
Originating Department:	Administration	Presented By:	Consent Agenda
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to approve 2024 City Council meeting dates.		

BACKGROUND: The City Council annually sets the meeting dates for the upcoming year for planning and scheduling purposes.

Attached is a list of dates for the 2024 regular City Council meetings. Any foreseen conflicts are noted as follows:

- March 5th is an Election Day (Presidential Primary)
- August 6th is Night to Unite
- August 13th is Election Day (Primary)
- November 5th is Election Day

In 2023 the Council agreed to schedule the meetings on Wednesdays when there was a conflict.

The Council can reschedule other meetings as needed throughout the year as long as public meeting notice requirements are met.

RECOMMENDATION: Staff recommends a motion to approve the 2024 City Council meeting dates as presented.

**WASECA CITY COUNCIL
2024 MEETING DATES**

JANUARY

Tuesday, January 2
Tuesday, January 16

FEBRUARY

Tuesday, February 6
Tuesday, February 20

MARCH

Wednesday, March 6 (Election Day)
Tuesday, March 19

APRIL

Tuesday, April 2
Tuesday, April 16

MAY

Tuesday, May 7
Tuesday, May 21

JUNE

Tuesday, June 4
Tuesday, June 18

JULY

Tuesday, July 2
Tuesday, July 16

AUGUST

Wednesday, August 7 (Night to Unite)
Wednesday, August 21 (Election Day)

SEPTEMBER

Tuesday, September 3
Tuesday, September 17

OCTOBER

Tuesday, October 1
Tuesday, October 15

NOVEMBER

Wednesday, November 6 (Election Day)
Tuesday, November 19

DECEMBER

Tuesday, December 3
Tuesday, December 17

Title:	Resolution 23-67: Requesting the Termination of Collection of Tax Increments from Tax Increment Financing District No. 22.		
Meeting Date:	December 19, 2023	Agenda Item Number:	6E
Action:	<input type="checkbox"/> MOTION <input checked="" type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	<ul style="list-style-type: none"> Resolution 23-67
Originating Department:	Finance	Presented By:	Finance Director
Approved By City Manager: <input checked="" type="checkbox"/>	Motion to Approve Resolution 23-67 – Requesting the Termination of Collection of Tax Increments from Tax Increment Financing District No. 22.		

BACKGROUND: In 2000, the Waseca City Council created a 25-year Tax Increment Financing (TIF) district #22 for Waseca Leased Housing Associates (a redevelopment housing project) with a not to exceed the amount of \$17,000 per for a period of twenty (20) years. The first increment was paid in 2002. The City has met the pay-as-you-go period of twenty (20) years note requirements with the developer. This is a housing district which will be decertified early.

At the December 13, 2023, Economic Development Authority meeting, the board approved for a recommendation that the City Council approve Resolution No. 23-67 relating to decertification of Tax Increment Financing District No. 22.

Upon decertification approval from the EDA and Council, City staff will complete the decertification process with the County Auditor/Treasurer and the State of Minnesota. The request will inform them of the action taken and establish with the County Auditor/Treasurer to no longer remit any increment to the City for this district. Following decertification of the district, taxes for this area will be distributed to the taxing authorities at the same rates established for other parcels in the City.

BUDGET IMPACT: The decertification of these parcels will result in the City receiving their allocation of taxes, which are estimated to be additional tax revenue of \$8,164.

RECOMMENDATION: Staff is recommending Council Approve Resolution 23-67 – Decertification of Tax Increment Financing District #22.

Resolution No. 23-67

**RESOLUTION REQUESTING THE TERMINATION OF
COLLECTION OF TAX INCREMENTS FROM TAX
INCREMENT FINANCING DISTRICT NO. 22**

WHEREAS, the Waseca City Council created Tax Increment Financing District No. 22 (the “District”);

WHEREAS, all project costs to which to District’s tax increments are obligated have been paid or will be paid from District increments collected from taxes payable in tax years 2002 to June 30, 2023; and

WHEREAS, the Economic Development Authority of the City of Waseca and the City Council desires by this resolution to request the decertification of the District after which all property taxes generated by property within the District will be distributed in the same manner as all other property taxes.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Waseca that the Finance Director shall take such action as necessary to cause the County Auditor of Waseca County to decertify the District as tax increment districts effective for taxes payable in 2024 and to no longer remit tax increment from the District to the City.

Adopted this 19th day of December 2023.

RANDY L ZIMMERMAN
MAYOR

ATTEST:

JULIA HALL
CITY CLERK

Title:	DESIGNATE POLLING LOCATIONS FOR 2024		
Meeting Date:	DECEMBER 19, 2023	Agenda Item Number:	6F
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE	Supporting Documents:	Resolution 23-72 Designating 2024 Polling Locations
Originating Department:	Administration	Presented By:	Consent Agenda
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to designate polling locations for the City of Waseca for 2024.		

BACKGROUND: The City is required to approve polling locations on a yearly basis.

BUDGET IMPACT: None

RECOMMENDATION: Staff recommends a motion setting polling locations for the City of Waseca for 2023.

RESOLUTION NO. 23-72

**A RESOLUTION OF THE WASECA CITY COUNCIL
DESIGNATING POLLING PLACES
IN THE CITY OF WASECA**

WHEREAS, the boundaries of all City precincts must be reviewed following State legislative redistricting and

WHEREAS, the City is required to approve polling locations on a yearly basis and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Waseca, Minnesota, that the polling places for City precincts are hereby established and designated:

- WARD 1, PRECINCT A** – Christ Community Church
2200 4th Street NE
- WARD 1, PRECINCT B** - Treanor Campion Center
111 4th Street NW
- WARD 2, PRECINCT A** - Faith United Methodist Church
801 4th Avenue NE
- WARD 2, PRECINCT B** - St. John Lutheran Church
401 3rd Avenue NE – west entrance
- WARD 3, PRECINCT A** - Waseca City Hall
508 South State Street
- WARD 3, PRECINCT B** - Waseca County Highway Shop
1495 5th Street SE

Adopted this 19th day of December, 2023

RANDY L. ZIMMERMAN
MAYOR

ATTEST:

JULIA HALL
CITY CLERK



CITY OF WASECA

Request for City Council Action

Title:	DESIGNATE CITY NEWSPAPER FOR 2024		
Meeting Date:	DECEMBER 19, 2023	Agenda Item Number:	7A
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> DISCUSSION	Supporting Documents:	<ul style="list-style-type: none"> • Waseca County News Proposal • Waseca County Pioneer Proposal
Originating Department:	Administration	Presented By:	City Manager
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to designate the official City Newspaper for 2024.		

BACKGROUND: Section 12.01 of the Waseca City Charter requires the Council to annually designate the official City newspaper for legal publications.

Minn. Stat. § 331A.02, subd. 1 (a)-(j): is required to select an official newspaper and Minn. Stat § 331A.02, subd. 1(k) states: The newspaper must comply with requirements (a)-(j) for at least one year immediately preceding the date of the notice of publication.

Waseca County News and Waseca County Pioneer submitted proposals MN Statute 331A.02 to be designated as the official City newspaper. Please review the “*Qualified newspapers*”

BUDGET: Proposed pricing:

NEWSPAPER NAME:	WASECA COUNTY NEWS	WASECA COUNTY PIONEER
LEGAL NOTICES		
Cost per line per column	\$0.834	\$1.42
Column size	1.55 inches	2 inches
Cost per inch per column	\$7.50	\$5.00
Cost for subsequent runs	\$7.50	\$5.00
DISPLAY ADVERTISEMENTS		
Cost per line per column	\$0.834	\$1.42
Column size	1.55 inches	2 inches
Cost per inch per column	\$7.50	\$5
Cost for subsequent runs	\$7.50	\$4.50
CLASSIFIED ADVERTISEMENTS		
Cost per line per column	\$0.834	\$1.42
Column size	1.55 inches	2 inches
Cost per inch per column	\$7.50	\$5
Cost for subsequent runs	\$7.50	\$4.50

HISTORY: The current designated official newspaper for the City of Waseca is Waseca County News. There are two qualifying newspapers within Waseca. The city can designate only one official newspaper.

RECOMMENDATION: Staff recommends a discussion and a motion selecting the Official City Newspaper for 2024.

November 22, 2023

Julia Hall
City Clerk
City of Waseca

Re: Bid for Publication of Legal Notices during 2024

The Waseca County News, a legal newspaper published in Waseca County, cities of Waldorf, New Richland, Waseca, and Janesville, State of Minnesota, hereby submits a bid of \$5.25 per Standard Advertising Unit (S.A.U.) for the publication of all public notices required by law. The rate per S.A.U. for any subsequent publication of the same notice will be \$5.25 per consecutive insertion. The bid for first and second publication of the financial statement is \$5.25 per Standard Advertising Unit.

Respectfully submitted,

Thomas Kelling
Regional Director
Waseca County News
507-444-2390

PROPOSAL FORM
(Must be filled out completely)

1. GENERAL INFORMATION

NEWSPAPER NAME: Waseca County News

ADDRESS: 213 2nd St. NW, Waseca, MN 56093

PUBLISHER: Adams Publishing Group CONTACT: Tom Kelling

PHONE NUMBER: (507) 444-2390 EMAIL ADDRESS: [REDACTED]

DATE OF CURRENT ADJUDICATION: _____

CURRENT MINNESOTA BUSINESS LICENSE NUMBER: 0664-350 (Publication Number from
Statement of ownership, Management and
Circulation)

PAID CIRCULATION CITY OF WASECA
HOME DELIVERY AND MAIL: 3000
SINGLE COPY SALES: 123
OTHER: 2

PAID CIRCULATION OUTSIDE CITY OF WASECA
HOME DELIVERY AND MAIL: 173
SINGLE COPY SALES: 55
OTHER: 2

UNPAID DISTRIBUTION CITY OF WASECA: 5107

UNPAID DISTRIBUTION OUTSIDE CITY OF WASECA: 0

NUMBER OF DAY(S) PER WEEK PUBLISHED: 1

DAY(S) OF THE WEEK PUBLISHED: Wednesday

REQUIRED LEAD TIME FOR PUBLICATION: 3 Business Days

LEAD TIME FOR RETRACTIONS OR CORRECTIONS: 2 Business Days

IS ONLINE PUBLICATION AVAILABLE AT NO ADDITIONAL COST? Yes

2. PRICE INFORMATION

LEGAL NOTICES:
Cost per line per column \$ 5.833 Column size 1.55"

Cost per inch per column \$ 5.25 Column size 1.55"

Cost for subsequent runs \$ 5.25 per column inch

Cost of attached legal notice \$ 21.00

DISPLAY ADVERTISEMENTS:

Cost per line per column \$.5833 Column size 1.55"
Cost per inch per column \$ 5.25 Column size 1.55"
Cost for subsequent runs \$ 5.25 per column inch
Cost of attached display advertisement \$ 55.125

CLASSIFIED ADVERTISEMENTS:

Cost per line per column \$.5833 Column size 1.55"
Cost per inch per column \$ 5.25 Column size 1.55"
Cost for subsequent runs \$ 5.25 per column inch
Cost of attached display advertisement \$ 13.42

PLEASE NOTE: Each proposal shall include copies of:

- Previously published and/or sample legal notices
- Display advertising
- Current business license certificate
- Documentation verifying circulation numbers
- Minnesota Secretary of State Filing Status

CONTINUED FROM PREVIOUS PAGE

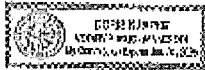
MARK NUMBER 17811904 OR WALDEN 00001	© 1145 2004 WATZ ADVERTISING OUTLET 8	1003	215541
--	--	------	--------

STATE OF MINNESOTA
COUNTY OF WABASH

That I, *John A. Stokoy*, County Clerk of the County of Wabash, do hereby certify that the within and foregoing is a true and correct copy of the original as the same is on file in my office.

John A. Stokoy
County Clerk of the County of Wabash

Subscribed and sworn to before me this 19th day of February 2004.



John A. Stokoy
Notary Public

END LEGAL ADVERTISEMENT

130379 WCN 3/29

Display Notice

3 columns wide x 3.5 " tall

Total Cost: \$55.125

NOTICE OF PUBLIC ACCURACY TEST

The Waseca County Property & Election Services Office will test the electronic voting machines to be used for vote tabulation in the Special Primary County Commission District 3 Election and the Special Election for U.S.D. #2815 on November 7, 2021.

The testing will be held at 9:00 a.m. on Thursday, November 2, 2021 in the Conference Room on the main floor of the Courthouse, 307 North State Street, Waseca, MN.

The public is invited to attend.

Tamara J. Spooner, Director of Property & Election Services

117842 WCN 10/18

Legal Notice

2 columns wide x 2 " tall

Total Cost: \$21

APG MEDIA OF SOUTHERN MN, LLC, 514 Central Avenue, Faribault, MN 55021
Proof of Ad 11/22/23

NOTICE OF PUBLIC ACCURACY TEST
 The Waseca County Property & Election Services Office will test the electronic voting machines to be used for vote tabulation in the Special Primary County Commission District 3 Election and the Special Election for I.S.D. #2835 on November 7, 2023. The testing will be held at 9:00 a.m. on Thursday, November 2, 2023 in the Conference Room on the main floor of the Courthouse, 307 North State Street, Waseca, MN. The public is invited to attend. Tamara J. Spooner, Director of Property & Election Services 137812 WCN 10/18

Account: 10710	Ad ID: 137812
Name:	Description: NOTICE OF PUBLIC ACCURACY TEST The W
Company: WASECA CO - AUDITOR	Run Dates: 11/29/23 to 11/29/23
Address: PO BOX 47	Class: 905
WASECA, MN 56093	Orig User: CMCKINZIE
Telephone: (507) 835-0610	Words: 93
	Lines: 23
	Agate Lines: 23
	Depth: 2.556

Publication	Start	Stop	Inserts
WASECA COUNTY NEWS	11/29/23	11/29/23	1
WEB PAGE-WASECA	11/29/23	11/29/23	1
Total Cost:\$13.42			

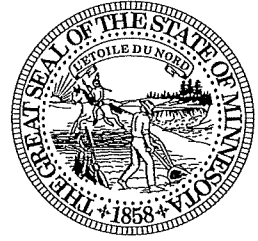
Customer Note:

Ad Note:

Office of the Minnesota Secretary of State

Legal Newspaper Status Application

Minnesota Statutes, Chapter 331A.02



Must be filed between September 1 and December 31, each year

Filing Fee: \$25.00

Please read the instructions before completing this form.

1. Current Name and Known Office of Issue Address of Newspaper:

Waseca County News
213 2nd St NW
Waseca, MN, 56093

2. **IF CHANGED**, list the new name and/or address of known office of issue:

Name of Newspaper:

Street Address:

(Must be a complete street address)

City: State: MN Zip Code:

3. County of Known Office of Issue: (Required)

4. Legal Newspaper Phone Number: (Required)

(Area Code) Phone Number

5. Name and daytime phone number of contact person:

Contact Name

Daytime Phone Number

6. Email Address for Official Notices

Enter an email address to which the Secretary of State can forward official notices required by law and other notices:

E-Mail Address:

7. This legal newspaper certifies that it has complied with all of the requirements of Minnesota Statutes, section 331A.02.

8. I, the undersigned, certify that I am signing this document as the person whose signature is required, or as agent of the person(s) whose signature would be required who has authorized me to sign this document on his/her behalf, or in both capacities. I further certify that I have completed all required fields, and that the information in this document is true and correct and in compliance with the applicable chapter of Minnesota Statutes. I understand that by signing this document I am subject to the penalties of perjury as set forth in Section 609.48 as if I had signed this document under oath.

Signature of Authorized Representative (Required)

Date



**UNITED STATES
POSTAL SERVICE®**

**Statement of Ownership, Management, and Circulation
(All Periodicals Publications Except Requester Publications)**

1. Publication Title Waseca County News		2. Publication Number 6 6 4 - 3 5 0		3. Filing Date 09/29/2023
4. Issue Frequency Wednesday		5. Number of Issues Published Annually 52		6. Annual Subscription Price 83.16
7. Complete Mailing Address of Known Office of Publication (Not printer) (Street, city, county, state, and ZIP+4®) 213 Second Street, NW, Waseca, MN 56093				Contact Person Ross Ulrich
				Telephone (Include area code)

8. Complete Mailing Address of Headquarters or General Business Office of Publisher (Not printer)
514 Central Avenue, Faribault, MN, 55021

9. Full Names and Complete Mailing Addresses of Publisher, Editor, and Managing Editor (Do not leave blank)
Publisher (Name and complete mailing address)

Ross Ulrich, 135 W. Pearl Street, Owatonna, MN 55060
Editor (Name and complete mailing address)

Philip Weyhe, 514 Central Avenue, Faribault, MN, 55021
Managing Editor (Name and complete mailing address)

Philip Weyhe, 514 Central Avenue, Faribault, MN 55021

10. Owner (Do not leave blank. If the publication is owned by a corporation, give the name and address of the corporation immediately followed by the names and addresses of all stockholders owning or holding 1 percent or more of the total amount of stock. If not owned by a corporation, give the names and addresses of the individual owners. If owned by a partnership or other unincorporated firm, give its name and address as well as those of each individual owner. If the publication is published by a nonprofit organization, give its name and address.)

Full Name	Complete Mailing Address
APG Media of Ohio, LLC	PO Box 4210, Athens OH 45701
Adams Publishing Group, LLC	29088 Airpark Drive, Easton, MD 21061

11. Known Bondholders, Mortgagees, and Other Security Holders Owning or Holding 1 Percent or More of Total Amount of Bonds, Mortgages, or Other Securities. If none, check box None

Full Name	Complete Mailing Address
ALTER DOMUS (US) LLC	225 West Washington St, Chicago, IL 60606

12. Tax Status (For completion by nonprofit organizations authorized to mail at nonprofit rates) (Check one)
The purpose, function, and nonprofit status of this organization and the exempt status for federal income tax purposes:
 Has Not Changed During Preceding 12 Months
 Has Changed During Preceding 12 Months (Publisher must submit explanation of change with this statement)

13. Publication Title Waseca County News		14. Issue Date for Circulation Data Below September 20, 2023	
15. Extent and Nature of Circulation Wednesday		Average No. Copies Each Issue During Preceding 12 Months	No. Copies of Single Issue Published Nearest to Filing Date
a. Total Number of Copies <i>(Net press run)</i>		959	798
b. Paid Circulation <i>(By Mail and Outside the Mail)</i>	(1) Mailed Outside-County Paid Subscriptions Stated on PS Form 3541 (Include paid distribution above nominal rate, advertiser's proof copies, and exchange copies)	91	83
	(2) Mailed In-County Paid Subscriptions Stated on PS Form 3541 <i>(Include paid distribution above nominal rate, advertiser's proof copies, and exchange copies)</i>	487	395
	(3) Paid Distribution Outside the Mails Including Sales Through Dealers and Carriers, Street Vendors, Counter Sales, and Other Paid Distribution Outside USPS®	206	313
	(4) Paid Distribution by Other Classes of Mail Through the USPS (e.g., First-Class Mail®)	0	0
c. Total Paid Distribution <i>[Sum of 15b (1), (2), (3), and (4)]</i>		784	791
d. Free or Nominal Rate Distribution <i>(By Mail and Outside the Mail)</i>	(1) Free or Nominal Rate Outside-County Copies included on PS Form 3541	5	5
	(2) Free or Nominal Rate In-County Copies Included on PS Form 3541	1	2
	(3) Free or Nominal Rate Copies Mailed at Other Classes Through the USPS (e.g., First-Class Mail)	0	0
	(4) Free or Nominal Rate Distribution Outside the Mail <i>(Carriers or other means)</i>	0	0
e. Total Free or Nominal Rate Distribution <i>(Sum of 15d (1), (2), (3) and (4))</i>		6	7
f. Total Distribution <i>(Sum of 15c and 15e)</i>		790	798
g. Copies not Distributed <i>(See Instructions to Publishers #4 (page #3))</i>		169	0
h. Total <i>(Sum of 15f and g)</i>		956	798
i. Percent Paid <i>(15c divided by 15f times 100)</i>		99.24	99.12

* If you are claiming electronic copies, go to line 16 on page 3. If you are not claiming electronic copies, skip to line 17 on page 3.



Statement of Ownership, Management, and Circulation
(All Periodicals Publications Except Requester Publications)

16. Electronic Copy Circulation	Average No. Copies Each Issue During Preceding 12 Months	No. Copies of Single Issue Published Nearest to Filing Date
a. Paid Electronic Copies ▶	78	67
b. Total Paid Print Copies (Line 15c) + Paid Electronic Copies (Line 16a) ▶	862	858
c. Total Print Distribution (Line 15f) + Paid Electronic Copies (Line 16a) ▶	868	865
d. Percent Paid (Both Print & Electronic Copies) (16b divided by 16c × 100) ▶	99.31	99.19

I certify that 50% of all my distributed copies (electronic and print) are paid above a nominal price.

17. Publication of Statement of Ownership

If the publication is a general publication, publication of this statement is required. Will be printed in the October 4th, 2023 issue of this publication. Publication not required.

18. Signature and Title of Editor, Publisher, Business Manager, or Owner	Date
Business Office Manager <i>Mindi Hawkes</i>	9/20/2023

I certify that all information furnished on this form is true and complete. I understand that anyone who furnishes false or misleading information on this form or who omits material or information requested on the form may be subject to criminal sanctions (including fines and imprisonment) and/or civil sanctions (including civil penalties).

PROPOSAL FORM
(Must be filled out completely)

1. GENERAL INFORMATION

NEWSPAPER NAME: Waseca County Pioneer

ADDRESS: 111 Elm Ave. W. P.O. Box 578, Waseca, MN, 56093

PUBLISHER: Elijah Lutgens CONTACT: 507-837-6767

PHONE NUMBER: 507-461-5283 EMAIL ADDRESS: news@wasecacountypioneer.com

DATE OF CURRENT ADJUDICATION: December 11, 2023

CURRENT MINNESOTA BUSINESS LICENSE NUMBER: 88-2763146

PAID CIRCULATION CITY OF WASECA
HOME DELIVERY AND 726
MAIL: SINGLE COPY SALES: 80
OTHER: _____

PAID CIRCULATION OUTSIDE CITY OF WASECA
HOME DELIVERY AND MAIL: 215
SINGLE COPY SALES: 65
OTHER: _____

UNPAID DISTRIBUTION CITY OF WASECA: 8

UNPAID DISTRIBUTION OUTSIDE CITY OF WASECA: 7

NUMBER OF DAY(S) PER WEEK PUBLISHED: 1

DAY(S) OF THE WEEK PUBLISHED: Friday

REQUIRED LEAD TIME FOR PUBLICATION: Deadline is Tuesday at noon

LEAD TIME FOR RETRACTIONS OR CORRECTIONS: Until Wednesday at noon

IS ONLINE PUBLICATION AVAILABLE AT NO ADDITIONAL COST? Yes.

2. PRICE INFORMATION

LEGAL NOTICES:
Cost per line per column \$ 0.25 Column size 2 inches _____

Cost per inch per column \$ 1.00 Column size 2 inches _____

Cost for subsequent runs \$ Same _____

Cost of attached legal notice \$ 24.00 _____

DISPLAY ADVERTISEMENTS:

Cost per line per column \$ 0.25 Column size 2 inches
Cost per inch per column \$ 1.00 Column size 2 inches
Cost for subsequent runs \$ Same
Cost of attached display advertisement \$ \$24

CLASSIFIED ADVERTISEMENTS:

Cost per line per column \$ 0.25 Column size 2 inches
Cost per inch per column \$ 1.00 Column size 2 inches
Cost for subsequent runs \$ Same
Cost of attached display advertisement \$ \$30

PLEASE NOTE: Each proposal shall include copies of:

- Previously published and/or sample legal notices
- Display advertising
- Current business license certificate
- Documentation verifying circulation numbers
- Minnesota Secretary of State Filing Status

13. Publication Title		14. Issue Date for Circulation Data Below	
15. Extent and Nature of Circulation		Average No. Copies Each Issue During Preceding 12 Months	No. Copies of Single Issue Published Nearest to Filing Date
a. Total Number of Copies (<i>Net press run</i>)			
b. Paid Circulation (By Mail and Outside the Mail)	(1)	Mailed Outside-County Paid Subscriptions Stated on PS Form 3541 (Include paid distribution above nominal rate, advertiser's proof copies, and exchange copies)	
	(2)	Mailed In-County Paid Subscriptions Stated on PS Form 3541 (<i>Include paid distribution above nominal rate, advertiser's proof copies, and exchange copies</i>)	
	(3)	Paid Distribution Outside the Mails Including Sales Through Dealers and Carriers, Street Vendors, Counter Sales, and Other Paid Distribution Outside USPS®	
	(4)	Paid Distribution by Other Classes of Mail Through the USPS (e.g., First-Class Mail®)	
c. Total Paid Distribution [<i>Sum of 15b (1), (2), (3), and (4)</i>] ▶			
d. Free or Nominal Rate Distribution (By Mail and Outside the Mail)	(1)	Free or Nominal Rate Outside-County Copies included on PS Form 3541	
	(2)	Free or Nominal Rate In-County Copies Included on PS Form 3541	
	(3)	Free or Nominal Rate Copies Mailed at Other Classes Through the USPS (e.g., First-Class Mail)	
	(4)	Free or Nominal Rate Distribution Outside the Mail (<i>Carriers or other means</i>)	
e. Total Free or Nominal Rate Distribution (<i>Sum of 15d (1), (2), (3) and (4)</i>)			
f. Total Distribution (<i>Sum of 15c and 15e</i>) ▶			
g. Copies not Distributed (<i>See Instructions to Publishers #4 (page #3)</i>) ▶			
h. Total (<i>Sum of 15f and g</i>)			
i. Percent Paid (<i>15c divided by 15f times 100</i>) ▶			

* If you are claiming electronic copies, go to line 16 on page 3. If you are not claiming electronic copies, skip to line 17 on page 3.



16. Electronic Copy Circulation	Average No. Copies Each Issue During Preceding 12 Months	No. Copies of Single Issue Published Nearest to Filing Date
a. Paid Electronic Copies ▶		
b. Total Paid Print Copies (Line 15c) + Paid Electronic Copies (Line 16a) ▶		
c. Total Print Distribution (Line 15f) + Paid Electronic Copies (Line 16a) ▶		
d. Percent Paid (Both Print & Electronic Copies) (16b divided by 16c × 100) ▶		

I certify that 50% of all my distributed copies (electronic and print) are paid above a nominal price.

17. Publication of Statement of Ownership

If the publication is a general publication, publication of this statement is required. Will be printed
in the _____ issue of this publication.

Publication not required.

18. Signature and Title of Editor, Publisher, Business Manager, or Owner

Date

I certify that all information furnished on this form is true and complete. I understand that anyone who furnishes false or misleading information on this form or who omits material or information requested on the form may be subject to criminal sanctions (including fines and imprisonment) and/or civil sanctions (including civil penalties).

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Legal notice

STATE OF MINNESOTA
COUNTY OF WASECA

THIRD JUDICIAL DISTRICT
DISTRICT COURT
PROBATE DIVISION
Court File No.: 81-PR-23-494

In Re: Estate of
KATHERYN M. WEBER,
Decedent

NOTICE AND ORDER OF HEARING ON PETITION FOR FORMAL PROBATE OF WILL AND APPOINTMENT OF PERSONAL REAPRESENTATIVE IN UNSUPERVISED ADMINISTRATION AND NOTICE TO CREDITORS

TO ALL INTERESTED PERSONS:
It is Ordered and Notice is hereby given that on the 13th day of September, 2023, at 2:00 p.m., a hearing will be held in the above Court at Waseca, Minnesota, for the formal probate of an instrument purporting to be an unsigned copy of the last will of the above named decedent, dated May 17, 2011, and for the appointment of Robert Weber and Nathan Weber, whose addresses are 407 2nd 407 2nd Ave NE, Waseca, Minnesota 56093, as Co-Personal Representatives of the Estate of the above named decedent in an unsupervised administration, and that any objections thereto must be filed with the Court. That, if proper and no objections are filed, the Co-Personal Representatives will be appointed to administer

the Estate, to collect all assets, to pay all legal debts, claims, taxes and expenses, to sell real and personal property, and to do all necessary acts for the Estate. Upon completion of the administration, the representatives shall file a final account for the allowance and shall distribute the estate to the persons thereunto entitled as ordered by the Court, and close the estate.

Notice is further given that ALL CREDITORS having claims against said Estate are required to present the same to said Co-Personal Representatives or to the Court Administrator within four months after the date of this Notice or said claims will be barred.

Dated: 07/27/2023
/s/ Carol Hanks
Judge of District Court
/s/ Shannon Asselin
Deputy Court Administrator

PATTON, HOVERSTEN & BERG, P.A.
John D. Scott, #47478
215 E Elm Ave, PO Box 249
Waseca, MN 56093
Phn: 507-835-5240

(Published in the Waseca Pioneer on August 4 and August 11, 2023.)

Get your news in the Pioneer
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• Call (507) 837-6767

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Address _____
City _____ State _____ Zip _____

SWEET SOMMERS VFW POST 1642

August 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2 6pm BAR Bingo	3 7pm BINGO	4 MEAT Raffle 5:30 Horse racing 6:30pm COAST GUARD	5
6	7 PURPLE HEART DAY	8	9 6pm BAR Bingo	10 7pm BINGO U.S. DEPARTMENT DEFENSE BIRTHDAY	11 MEAT Raffle 5:30 Horse racing 6:30pm	12
13	14 7 pm Post & AUX. Meeting NAVAJO CODE TALKERS DAY	15	16 6pm BAR Bingo NATIONAL AIRBORNE DAY	17 7pm BINGO	18 MEAT Raffle 5:30 Horse racing 6:30pm	19
20	21	22	23 6pm BAR Bingo	24 7pm BINGO	25 MEAT Raffle 5:30 Horse racing 6:30 pm	26
27	28	29 MARINE CORPS RESERVE BIRTHDAY	30 6pm BAR Bingo	31 7pm BINGO		

HOURS OF OPERATION
SUN.- MON. CLOSED
TUE.- WED.- 3pm to 11pm Tue. Is Lady's nite 2 for one-Men Busch light \$2.50 from 4 to 6pm.
THUR.- 1pm to 11pm
FRI.- SAT.- 11am to 1 am
POST & AUX MEETING 7pm club open 6pm MEMBERS only. Mn. Gambling license number 00385

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- Return Preparation Services
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(507) 201-2484

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109 3RD STREET NE, WASECA, MN 56093
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- Accounting Services
- Bookkeeping
- Payroll Services
- Tax Planning & Preparation
- Return Preparation Services
- Estate and Trust Planning

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Holly Harguth

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Owatonna...\$2,975,000
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New Listing
31054 655th Ave Hartland...\$321,500
 This peaceful picturesque acreage can be your new home! 2 story home with 3 bedrooms, 2 bath and large deck on 6.21 acres West of Hartland. 3 car detached garage, 2 sheds, 2 water hydrants. New roof, windows, appliances, kitchen cabinets and countertops, flooring, water softener and septic system. Updated electrical panel and 220 hook-up on deck for your own hot tub. Natural surroundings with trees, creek and wildlife. Call us today for a showing!



New Listing
1208 State St S...\$389,000
 Up and running successful Pizza Parlor in Waseca with loads of local history. Family-owned since 1968 with new owners in 2016. Interior walls are built with Chicago Brick that was from old Chicago buildings and beams were cut from the local Schroeder Sawmill. The brick in the floor came from an old Waseca street. The addition was built in 2004 and the new roof in 2015. Hard Ice Cream, Liquor License, and Seating for 100 + with gas fireplace.

REAL ESTATE TAXES DUE

To avoid payment of penalty, 2nd Half Real Estate Taxes must be paid on or before

October 16, 2023

Make Checks Payable To:
WASECA COUNTY

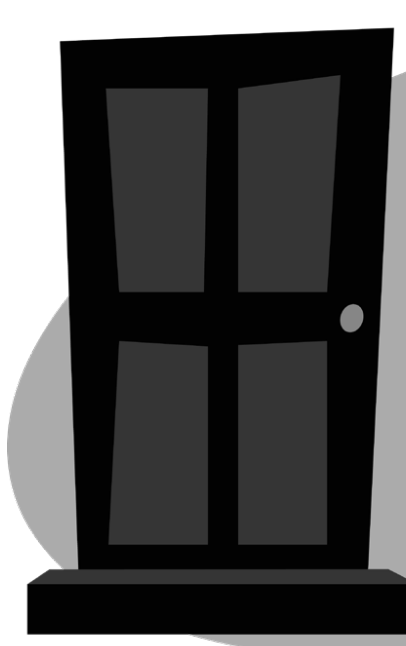
Open weekdays 8 a.m. to 4:30 p.m.
 Use drop box (located north side of courthouse)
 Pay on-line at www.co.waseca.mn.us
 or postmark by due date
 PO Box 47, Waseca MN 56093

SWEET SOMMERS VFW POST 1642

October 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3 Burger nite 5-7pm	4 6pm BAR Bingo	5 7pm HALL BINGO	6 MEAT Raffle 5:30 Horse racing 6:30pm	7 Troy Daniels party Kozzy back hall
8 ALL YOU can EAT Breakfast VFW 8:00am - Noon Your Host Waseca High School Volley Ball	9 7 PM POST & AUX MEETING	10 Burger nite 5-7pm	11 6pm BAR Bingo	12 7pm HALL BINGO	13 MEAT Raffle 5:30 Horse racing 6:30pm U.S. NAVY BIRTH-DAY	14
15	16	17 Burger nite 5-7pm	18 6pm BAR Bingo	19 7pm HALL BINGO	20 WALLEYE EATS SHRIMP DINNER 5:30 to 7pm	21
22 ALL YOU can EAT Breakfast VFW 8:00am - Noon Your Host Waseca High School Choir	23	24 Burger nite 5-7pm	25 6pm BAR Bingo	26 7pm BINGO DAY OF THE DE-PLOYED TREATS ON THE STREET 5 -7 PM	27 MEAT Raffle 5:30 Horse racing 6:30pm NAVY DAY	28 Halloween BINGO 7 PM
29	30	31 Burger nite 5-7pm				

HOURS OF OPERATION
 SUN.- MON. CLOSED
 TUE.- WED.-3pm to 11pm Tue. Is Lady's nite 2 for one-Men Busch light \$2.50 from 4 to 6pm.
 THUR.-1pm to 11pm
 FRI.- SAT.-11am to 1 am
 POST & AUX MEETING 7pm club open 6pm MEMBERS only. Mn. Gambling license number 00385



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Title:	RESOLUTION 23-69: A RESOLUTION OF THE WASECA CITY COUNCIL APPROVING THE FINAL CITY OF WASECA ECONOMIC DEVELOPMENT AUTHORITY TAX LEVY COLLECTIBLE IN 2024		
Meeting Date:	December 19, 2023	Agenda Item Number:	7B
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	<ul style="list-style-type: none"> Resolution 23-69
Originating Department:	Finance	Presented By:	Finance Director
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to adopt Resolution 23-69 adopting the final City of Waseca Economic Development Authority tax levy collectible in 2024		

BACKGROUND: The City of Waseca Economic Development Authority (EDA) met and prepared their 2024 budget. Based on the projected expenditure needs in the budget, the EDA requests the 2024 tax levy in the amount of \$115,244. The EDA proposes no change from the preliminary levy set in September.

Under state statute the EDA’s maximum allowable levy is 0.01813% of the City’s total taxable market value. Since there was an increase in the taxable market value for the City in 2023, and the EDA levy calculation is based on the previous year’s taxable market value, the maximum allowable tax levy for the EDA increased by \$21,120 from the 2023 adopted levy.

BUDGET IMPACT: The EDA budget has been reviewed along with this levy as a revenue source.

RECOMMENDATION: Staff recommends adoption of Resolution 23-69: A Resolution Adopting the 2024 City of Waseca Economic Development Authority Tax Levy.

RESOLUTION NO. 23-69
A RESOLUTION OF THE WASECA CITY COUNCIL
APPROVING THE FINAL CITY OF WASECA ECONOMIC
DEVELOPMENT AUTHORITY TAX LEVY
COLLECTIBLE IN 2024

WHEREAS, the City of Waseca Economic Development Authority, State of Minnesota, requires Property Tax to provide needed and necessary services to the citizens of the City of Waseca; and

WHEREAS, the preliminary tax levy was adopted September 19, 2023 by the Waseca City Council; and

WHEREAS, the City Council has reviewed budget requests from the EDA and has made a determination of the Property Tax required to support EDA operations for the Calendar Year 2024; and

WHEREAS, State law requires adoption of the 2024 final City of Waseca tax levy by December 28, 2023.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Waseca, Waseca County, Minnesota, that the following sum of money is proposed to be levied for the current year, collectible in 2024 upon the taxable property in said City of Waseca for the following purposes:

Economic Development Authority Levy	<u>\$ 115,244</u>
--	--------------------------

BE IT FURTHER RESOLVED that the City Clerk is hereby instructed to transmit a certified copy of this resolution to the County Auditor of Waseca County, Minnesota, as required by law.

Adopted this 19th day of December 2023.

RANDY L ZIMMERMAN
MAYOR

ATTEST:

JULIA HALL
CITY CLERK

Title:	RESOLUTIONS FOR THE WASECA CITY COUNCIL, ADOPTING THE 2023 TAX LEVY COLLECTIBLE IN 2024 AND THE 2024 ANNUAL GOVERNMENTAL AND COMPONENT UNIT BUDGETS.		
Meeting Date:	December 19, 2023	Agenda Item Number:	7C & 7D
Action:	<input type="checkbox"/> MOTION <input checked="" type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	<ul style="list-style-type: none"> • Res. No. 23-70 • Res. No. 23-71
Originating Department:	Finance	Presented By:	Finance Director
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: <ol style="list-style-type: none"> 1) Motion to adopt Resolution 23-70: A Resolution of the Waseca City Council Adopting the Final 2023 City of Waseca Tax Levy Collectible in 2024. 2) Motion to adopt Resolution 23-71: A Resolution of the Waseca City Council Adopting the 2024 Annual City Budget. 		

BACKGROUND: At the September 19th, 2023, meeting Council adopted Resolution #23-41 which set the preliminary levy for the City of Waseca at \$5,588,805. The General Fund budget includes a 2.2% increase in the tax levy amount requested. The total levy increase is 0.8%. There is a 9% decrease in tax abatement agreements. The remaining tax levy decrease is due to the required debt service levies needed for 2024. The final levy cannot be higher than the preliminary levy, but it can be lower.

The final proposed levy for the City of Waseca is \$5,588,805. There were savings found from the preliminary budgeted health insurance costs of \$84,977. These savings will be placed into a health insurance fund to offset future health insurance premiums.

At the budget work sessions, the Council has reviewed the individual department budgets, the Capital Improvement Plan, Equipment Replacement Plan and discussed funding scenarios for the City’s 5-Year Infrastructure Improvement Plan.

SUMMARY OF LEVY AND GENERAL FUND BUDGET INFORMATION:

The 2024 Levy and General Fund budget includes the following:

- Funding for Capital Improvement for streets, storm water, parks, and city facilities improvements.
- Funding for Equipment Replacement Plan.
- Funding for employee compensation and benefits.
- 1 New Full-time Patrol Officer position
- Minor adjustments for department needs.
- New Tax Abatement agreements

Attached to the budget resolution you will find summary budget information relating to the revenue categories and department expenditures for the Governmental, Enterprise and Component Unit Budgets.

STAFF RECOMMENDATION:

Staff recommends adoption of the following resolutions

- 1) Resolution #23-70: A Resolution of the Waseca City Council Adopting the Final 2023 City of Waseca Tax Levy Collectible in 2024.
- 2) Resolution #22-71: A Resolution of the Waseca City Council Adopting the 2024 Annual Governmental City Budget.

RESOLUTION NO. 23-70**A RESOLUTION OF THE WASECA CITY COUNCIL
APPROVING THE CITY FINAL 2023 CITY OF WASECA
TAX LEVY COLLECTIBLE IN 2024**

WHEREAS, the City of Waseca, State of Minnesota, requires Property Tax to provide needed and necessary services to the citizens of the City of Waseca; and

WHEREAS, the preliminary tax levy was adopted September 19, 2023, by the Waseca City Council; and

WHEREAS, the City Council has reviewed budget requests from various departments of the City and has made a determination of the Property Tax required to support city operations for the Calendar Year 2024; and

WHEREAS, State law requires adoption of the 2024 final City of Waseca tax levy by December 28, 2023.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Waseca, Waseca County, Minnesota, that the following sums of money are proposed to be levied for the current year, collectible in 2024 upon the taxable property in said City of Waseca for the following purposes:

Distributed Based on Tax Capacity

General Fund	\$ 3,084,265
Tax Abatement	209,382
Capital Funding	<u>1,634,907</u>
General Levy Total	\$ 4,928,554
<u>Debt Service Levy</u>	
Wastewater Public Facilities	
Authority (PFA) loan	181,226
7 th Avenue Bonds	151,675
Public Safety Building Bonds	149,725
Northeast Park	70,175

Distributed Based on Market Value (Passed Through Referendum)

Water Park	107,450
Total City Levy	<u>\$ 5,588,805</u>

BE IT FURTHER RESOLVED that the City Clerk is hereby instructed to transmit a certified copy of this resolution to the County Auditor of Waseca County, Minnesota, as required by law.

Adopted this 19th day of December 2023.

RANDY L. ZIMMERMAN
MAYOR

ATTEST:

JULIA HALL
CITY CLERK

RESOLUTION NO. 23-71

**A RESOLUTION OF THE WASECA CITY COUNCIL
ADOPTING THE 2024 ANNUAL CITY BUDGET**

WHEREAS, the City Council of the City of Waseca has reviewed the proposed annual governmental budgets, as submitted by the City Manager; and

WHEREAS, the City Council has reviewed said proposed governmental budgets to provide for all necessary governmental services.

NOW, THEREFORE, BE IT RESOLVED the annual budget of the City of Waseca for the fiscal year beginning January 1, 2024, which has been submitted by the City Manager, is hereby adopted, the totals of said budget and the major divisions are summarized as set forth in the exhibit which is attached hereto and incorporated herein by reference.

Adopted this 19th day of December 2023.

RANDY L. ZIMMERMAN
MAYOR

ATTEST:

JULIA HALL
CITY CLERK



Governmental Funds Summary

Revenue by Fund

Name	FY2021 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	FY2023 Budgeted vs. FY2024 Budgeted (% Change)
General					
General Fund	\$7,912,322	\$8,078,253	\$8,198,890	\$8,957,828	9.3%
Total General:	\$7,912,322	\$8,078,253	\$8,198,890	\$8,957,828	9.3%
Special Revenue					
American Rescue Plan Act Fund	\$189	\$0	\$0	\$0	0%
Small Cities Program Developmen	\$293	\$0	\$500	\$500	0%
Waseca Rehab Program 2015	\$167	\$0	\$0	\$0	0%
Charter Oaks-TIF	\$13,104	\$13,077	\$13,127	\$0	-100%
TIF District 27	\$18,011	\$18,011	\$18,011	\$26,286	45.9%
DCU Waseca LLC TIF	\$350	\$0	\$0	\$0	0%
Airport	\$186,311	\$902,735	\$1,565,765	\$1,896,812	21.1%
Waseca Housing Fund	\$195	\$500	\$0	\$0	0%
Historical Preservation	\$0	\$0	\$0	\$6,000	N/A
Recovery Coordinator Grant	\$0	\$164,925	\$68,326	\$0	-100%
Tax Abatement Levy	\$0	\$77,810	\$230,134	\$209,382	-9%
Police Reserve	\$4,937	\$5,500	\$5,500	\$5,500	0%
Police Special Revenue Fund	\$5,534	\$1,200	\$1,200	\$3,000	150%
Safe Haven Grant	\$111,600	\$132,271	\$138,814	\$0	-100%
Firefighter's Relief	\$78,042	\$79,285	\$79,986	\$79,986	0%
PEG Channel	\$36,687	\$41,146	\$50,585	\$52,070	2.9%
Total Special Revenue:	\$455,418	\$1,436,460	\$2,171,948	\$2,279,536	5%
Economic Development-General f	\$102,109	\$94,204	\$105,225	\$125,910	19.7%
Debt Service					
2014A GO Bonds	\$378,320	\$381,175	\$376,950	\$371,575	-1.4%
2014B Refunding Bond	\$106,045	\$107,900	\$105,275	\$107,450	2.1%
Total Debt Service:	\$484,365	\$489,075	\$482,225	\$479,025	-0.7%
Capital					
State Aid--Street Construction	\$267,520	\$126,625	\$314,285	\$864,285	175%
Capital Improvement	\$2,298,106	\$2,711,013	\$1,266,688	\$2,560,030	102.1%
HWY 14 Reconstruction	\$933,859	\$0	\$0	\$0	0%
Special Assessment--Capital Pr	\$188,847	\$164,800	\$137,836	\$193,405	40.3%
NW Commercial Development	\$520	\$2,500	\$0	\$0	0%
Annexation & Growth fund	\$6,240	\$1,000	\$101,000	\$101,000	0%
Equipment Replacement Fund	\$660,717	\$704,719	\$995,256	\$1,110,229	11.6%
Total Capital:	\$4,355,810	\$3,710,657	\$2,815,065	\$4,828,949	71.5%

Name	FY2021 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	FY2023 Budgeted vs. FY2024 Budgeted (% Change)
Internal Service					
Central Garage Services	\$361,342	\$0	\$460,598	\$460,876	0.1%
Property and Liability Insuran	\$158,232	\$184,593	\$193,433	\$190,251	-1.6%
Worker's Compensation Insuranc	\$327,547	\$0	\$353,829	\$385,918	9.1%
Total Internal Service:	\$847,121	\$184,593	\$1,007,860	\$1,037,045	2.9%
Total:	\$14,157,145	\$13,993,241	\$14,781,213	\$17,708,293	19.8%

Expenditures by Fund

Name	FY2021 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	FY2023 Budgeted vs. FY2024 Budgeted (% Change)
General					
General Fund					
Personnel	\$5,534,220	\$5,964,256	\$5,879,652	\$6,537,116	11.2%
Supplies	\$810,544	\$697,716	\$717,712	\$713,632	-0.6%
Services & Charges	\$983,016	\$1,049,821	\$1,174,239	\$1,242,269	5.8%
Charges	\$318,099	\$344,850	\$344,875	\$374,341	8.5%
Transfers	\$301,734	\$21,610	\$82,412	\$90,469	9.8%
Total General Fund:	\$7,947,611	\$8,078,253	\$8,198,890	\$8,957,828	9.3%
Total General:	\$7,947,611	\$8,078,253	\$8,198,890	\$8,957,828	9.3%
Special Revenue					
Charter Oaks-TIF					
Personnel	\$200	\$200	\$200	\$0	-100%
Services & Charges	\$350	\$350	\$350	\$0	-100%
Charges	\$11,769	\$11,770	\$11,770	\$0	-100%
Total Charter Oaks-TIF:	\$12,319	\$12,320	\$12,320	\$0	-100%
TIF District 27					
Personnel	\$200	\$200	\$200	\$200	0%
Services & Charges	\$150	\$350	\$350	\$350	0%
Charges	\$17,110	\$17,110	\$17,110	\$24,882	45.4%
Total TIF District 27:	\$17,460	\$17,660	\$17,660	\$25,432	44%
DCU Waseca LLC TIF					
Services & Charges	\$150	\$300	\$0	\$0	0%
Total DCU Waseca LLC TIF:	\$150	\$300	\$0	\$0	0%
Airport					
Supplies	\$972	\$3,300	\$3,500	\$9,000	157.1%
Services & Charges	\$84,789	\$146,500	\$214,800	\$67,900	-68.4%

Name	FY2021 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	FY2023 Budgeted vs. FY2024 Budgeted (% Change)
Charges	\$21,210	\$19,500	\$28,500	\$33,500	17.5%
Capital Outlay	\$0	\$900,000	\$1,600,000	\$1,895,000	18.4%
Total Airport:	\$106,972	\$1,069,300	\$1,846,800	\$2,005,400	8.6%
Historical Preservation					
Services & Charges	\$51	\$250	\$200	\$5,950	2,875%
Charges	\$35	\$0	\$50	\$50	0%
Total Historical Preservation:	\$86	\$250	\$250	\$6,000	2,300%
Recovery Coordinator Grant					
Personnel	\$127,615	\$136,601	\$6,301	\$0	-100%
Supplies	\$0	\$1,200	\$2,500	\$0	-100%
Services & Charges	\$21,889	\$27,400	\$27,068	\$0	-100%
Total Recovery Coordinator Grant:	\$149,504	\$165,201	\$35,869	\$0	-100%
Tax Abatement Levy					
Charges	\$0	\$77,810	\$230,134	\$209,382	-9%
Total Tax Abatement Levy:	\$0	\$77,810	\$230,134	\$209,382	-9%
Police Reserve					
Supplies	\$0	\$1,000	\$1,000	\$1,000	0%
Services & Charges	\$4,937	\$4,500	\$4,500	\$4,500	0%
Total Police Reserve:	\$4,937	\$5,500	\$5,500	\$5,500	0%
Police Special Revenue Fund					
Services & Charges	\$0	\$1,500	\$1,500	\$1,500	0%
Charges	\$0	\$1,500	\$1,500	\$1,500	0%
Total Police Special Revenue Fund:	\$0	\$3,000	\$3,000	\$3,000	0%
Safe Haven Grant					
Personnel	\$97,335	\$96,756	\$103,952	\$0	-100%
Supplies	\$6,029	\$6,500	\$6,500	\$0	-100%
Services & Charges	\$10,224	\$15,045	\$14,962	\$0	-100%
Capital Outlay	\$0	\$3,000	\$3,000	\$0	-100%
Total Safe Haven Grant:	\$113,588	\$121,301	\$128,414	\$0	-100%
Firefighter's Relief					
Personnel	\$78,042	\$75,785	\$78,986	\$78,986	0%
Services & Charges	\$144	\$3,500	\$1,000	\$1,000	0%
Total Firefighter's Relief:	\$78,186	\$79,285	\$79,986	\$79,986	0%
PEG Channel					
Personnel	\$26,347	\$20,020	\$29,512	\$31,570	7%
Supplies	\$469	\$3,000	\$3,000	\$3,000	0%

Name	FY2021 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	FY2023 Budgeted vs. FY2024 Budgeted (% Change)
Services & Charges	\$0	\$5,000	\$5,000	\$4,000	-20%
Charges	\$5,373	\$5,300	\$5,000	\$6,900	38%
Capital Outlay	\$0	\$3,200	\$7,500	\$24,450	226%
Total PEG Channel:	\$32,189	\$36,520	\$50,012	\$69,920	39.8%
Total Special Revenue:	\$515,391	\$1,588,447	\$2,409,946	\$2,404,620	-0.2%
Economic Development-General f					
Personnel	\$54,901	\$53,588	\$49,382	\$53,500	8.3%
Supplies	\$129	\$200	\$200	\$200	0%
Services & Charges	\$51,198	\$17,450	\$17,450	\$22,065	26.4%
Charges	\$13,620	\$14,000	\$14,000	\$12,100	-13.6%
Total Economic Development-General f:	\$119,847	\$85,238	\$81,032	\$87,865	8.4%
Debt Service					
2014A GO Bonds					
Debt Service	\$375,500	\$381,175	\$376,950	\$372,575	-1.2%
Total 2014A GO Bonds:	\$375,500	\$381,175	\$376,950	\$372,575	-1.2%
2014B Refunding Bond					
Debt Service	\$106,200	\$107,900	\$105,275	\$107,950	2.5%
Total 2014B Refunding Bond:	\$106,200	\$107,900	\$105,275	\$107,950	2.5%
Total Debt Service:	\$481,700	\$489,075	\$482,225	\$480,525	-0.4%
Capital					
State Aid--Street Construction					
Transfers	\$401,928	\$121,625	\$200,000	\$1,300,000	550%
Total State Aid--Street Construction:	\$401,928	\$121,625	\$200,000	\$1,300,000	550%
Capital Improvement					
Personnel	\$4,069	\$0	\$0	\$0	0%
Services & Charges	\$167,494	\$200,000	\$215,000	\$275,000	27.9%
Charges	\$0	\$0	\$1,485	\$1,485	0%
Capital Outlay	\$1,313,950	\$3,499,542	\$985,300	\$2,945,000	198.9%
Transfers	\$0	\$0	\$100,000	\$100,000	0%
Total Capital Improvement:	\$1,485,512	\$3,699,542	\$1,301,785	\$3,321,485	155.1%
HWY 14 Reconstruction					
Services & Charges	\$657	\$0	\$0	\$0	0%
Total HWY 14 Reconstruction:	\$657	\$0	\$0	\$0	0%
Special Assessment--Capital Pr					
Transfers	\$0	\$349,700	\$0	\$345,000	N/A

Name	FY2021 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	FY2023 Budgeted vs. FY2024 Budgeted (% Change)
Total Special Assessment--Capital Pr:	\$0	\$349,700	\$0	\$345,000	N/A
Annexation & Growth fund					
Services & Charges	\$5,278	\$0	\$10,000	\$10,000	0%
Charges	\$7,612	\$7,800	\$7,500	\$7,500	0%
Total Annexation & Growth fund:	\$12,890	\$7,800	\$17,500	\$17,500	0%
Equipment Replacement Fund					
Capital Outlay	\$566,639	\$475,000	\$1,018,780	\$1,237,605	21.5%
Total Equipment Replacement Fund:	\$566,639	\$475,000	\$1,018,780	\$1,237,605	21.5%
Total Capital:	\$2,467,626	\$4,653,667	\$2,538,065	\$6,221,590	145.1%
Internal Service					
Central Garage Services					
Personnel	\$239,840	\$187,549	\$312,280	\$321,036	2.8%
Supplies	\$140,630	\$137,140	\$137,140	\$137,140	0%
Services & Charges	\$2,719	\$2,600	\$2,600	\$2,700	3.8%
Total Central Garage Services:	\$383,190	\$327,289	\$452,020	\$460,876	2%
Property and Liability Insuran					
Services & Charges	\$144,816	\$184,593	\$193,433	\$190,251	-1.6%
Total Property and Liability Insuran:	\$144,816	\$184,593	\$193,433	\$190,251	-1.6%
Worker's Compensation Insuranc					
Personnel	\$327,547	\$0	\$353,829	\$385,918	9.1%
Total Worker's Compensation Insuranc:	\$327,547	\$0	\$353,829	\$385,918	9.1%
Total Internal Service:	\$855,552	\$511,882	\$999,281	\$1,037,045	3.8%
Total:	\$12,387,728	\$15,406,562	\$14,709,439	\$19,189,473	30.5%

Title:	Motion to Approve Personnel Policy Updates		
Meeting Date:	December 19, 2023	Agenda Item Number:	7E
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	<ul style="list-style-type: none"> Draft – Personnel Policy 12.19.23
Originating Department:	Human Resources	Presented By:	Finance/HR Director
Approved By City Manager: <input checked="" type="checkbox"/>	Motion to Approve Personnel Policy Updates		

BACKGROUND: July 2023, Minnesota enacted a statewide earned sick and safe time (ESST) leave law that will become effective on January 1, 2024. This new law requires all employers in the State of Minnesota to provide paid leave to employees who work in the state. An employee is anyone who works at least 80 hours in a year for an employer in MN. This includes temporary, part-time, and seasonal employees (ex: Paid-On-Call Firefighters). City Council members are excluded from this law.

Employers must provide each employee in Minnesota with 1 hour of ESST for every 30 hours worked, with the ability to accumulate at least 48 hours of ESST each year. An employer’s existing leave policy, such as PTO, may already meet MN ESST requirements. The City of Waseca’s leave policy already exceeds the required accrual amounts. Staff is not recommending changing the accrual amounts.

Within the ESST leave requirements that are specific language on what can the time be used for, which family members can an employee use ESST for, etc. City Staff have incorporated this language into our current vacation leave policy. By doing this it expanded how the vacation leave may be used without changing the amount of leave time an employee receives.

There are other minor updates that staff incorporated into this update, as follows:

- Section 6.3 – Work hours/Flexible work schedules
 - o This deletes the paragraph requiring exempt employees to use a minimum of 4 hours of vacation to be able to flex an entire day.
 - o This update comes to being more in line with Fair Labor Standards Act (FLSA) and putting more restrictions on staff.
- Section 7.4 – Compensation/Overtime-Compensatory Time
 - o Updating forty (40) hours of available compensatory accrual time to forty-one (41) hours.
 - This aligns to updates made to union contracts. Keeps policies the same across the board.
 - Reduces fractions of hours to make it easier for employees earning the time and payroll to administer the time.
 - o Adding a line 8th paragraph stating, “Compensatory time must be used prior to vacation time unless prior approval is provided by Department Director”.
 - This allows the City to require Comp time to be used instead of paid out, allowing more flexibility with the city’s budget of not paying overtime.

- Department Directors may override based on required staffing needed to continue to provide a certain level of services to the public.
- Section 20.2 – Computer Use Policy – Instant Messaging
 - Previously Instant Messaging was not provided to employees.
 - Staff use the Microsoft suite to conduct City business, this includes TEAMS, which is considered an instant messaging software.
 - This language was provided by the League of Minnesota Cities to comply and have a policy on instant messaging.

BUDGET IMPACT: The only change that will provide an impact to the budget is the unfunded mandate required by the State of Minnesota. From the new ESST law the City’s budget will not be impacted by the policy changes to full-time employees as the new policy was incorporated in with the current policy.

The budget impact comes with needing to require this leave time to part-time, temporary, and seasonal employees. This leave is required to be paid upon termination. The budget impact is estimated to be \$2,200 for Parks seasonal employees and \$3,500 for Water Park/TLCF seasonal employees. Total estimated budget impact will be \$5,700.

RECOMMENDATION: Staff is recommending the Council make a motion to approve the Personnel Policy Updates as presented.

CITY OF WASECA

Personnel Policies

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SECTION 1: INTRODUCTION

1.1 Purpose

It is the purpose of these policies to establish a uniform and equitable system of personnel administration for employees of the City of Waseca. These policies supersede all previous personnel policies. As an employee, you are responsible for complying with current City policy at all times.

1.2 Disclaimer

Nothing in these personnel policies or any other written or unwritten policies or the like, course of conduct, or practices of the City creates, or is intended to create, an express or implied contract, covenant, promise or representation between the City and its employees.

These policies are not intended to cover every situation that might arise. Exceptions may be made by the City Manager in cases of extraordinary circumstances. The City may change or eliminate policies, or portions thereof, contained herein at its discretion at any time, and without notice.

These policies do not vest in any employee a right, benefit, or privilege which cannot be changed or eliminated by the City, in its exclusive discretion, at any time without notice to employees.

Employment with the City is at-will, except as otherwise provided by law or contract. This means that employment may be terminated with or without cause at any time at the option of either the employee or the City. No supervisor or other representative of the City has authority to enter into any agreement to the contrary unless approved by the City Manager.

1.3 Scope

These policies apply to all employees of the City (including but not limited to full-time, part-time, temporary, paid on-call, and seasonal). Except where specifically noted, these policies do not apply to:

- Elected officials
- City Attorney
- Members of City boards, commissions, and committees
- Consultants and contractors
- Volunteers

If any specific provisions of the Personnel Policies conflict with any current collective bargaining agreement, the collective bargaining agreement 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 Department Director and approved by the City Manager 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 such rules will be further explained and enforcement discussed with the employee by the immediate supervisor.

1.4 Management Rights

The Employer retains full and unrestricted rights to operate and manage all work force, facilities, and equipment; to establish functions and programs, to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules, shifts, and hours; to contract for goods or services; to make and enforce reasonable rules and regulations; to take any and all actions necessary to carry out the operations of the Employer in situations involving a disaster or emergency; to hire, promote, assign, and transfer Employees; to demote, suspend, discipline and discharge Employees; to lay off Employees; to assign duties, tasks, jobs, hours, shifts, and overtime to Employees; and to perform any other managerial right.

Any term and condition of employment shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

The foregoing enumeration of the Employer's authority shall not be deemed to exclude other inherent management rights and functions.

The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way.

1.5 Equal Employment Opportunity Policy Statement

We all deserve to work in an environment where we are treated with dignity and respect. The City of Waseca is committed to creating such an environment because it brings out the full potential in each of us, which, in turn, contributes directly to our success in serving the citizens of Waseca. We cannot afford to let anyone's talents go to waste.

The City of Waseca 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 Waseca will not discriminate against any employee or job applicant on the basis of race, color, creed, religion, national origin, ancestry, sex, sexual orientation, gender identity (including pregnancy, childbirth, and related medical conditions), gender expression, disability, age, marital status, genetic information, status with regard to public assistance, veteran status, familial status, membership on a local human rights commission, lawful participation in the Minnesota Medical Cannabis Patient Registry, reserve or National Guard status, military service, citizenship, or any other basis protected by law, except where there is a bona fide occupational qualification. The City will not discriminate upon any protected class identified by the Human Rights Act, the US Civil Rights Act, or the Pregnancy Discrimination Act.

As part of this commitment to providing equal employment opportunities, the City of Waseca maintains an Affirmative Action Plan. For more information, please refer to the Affirmative Action Plan document.

1.6 Data Practices Advisory

Employee records are maintained in a location designated by the City Manager. Personnel data is retained in personnel files, finance files, benefit/medical files, and other employment 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 2: DEFINITIONS

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

Benefits

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

Core Hours

The core hours that employees (exempt and non-exempt) are expected to work are 8 a.m. to 4:30 p.m., Monday through Friday. Some departments have different core hours, and some departments do not have core hours and work the schedules established by their supervisors.

Demotion

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

Department Director

An employee who is responsible for managing a department or division of the City. Also referred to as "Director."

Direct Deposit

As permitted by state law, all City employees are required to participate in direct deposit.

Regular Employee

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

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 as of the date these policies were approved. 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 January 1 to December 31.

Full-Time Employee

Employees who are required to work forty (40) or more hours per week year-round in an ongoing position. Full-time employees are eligible to participate in all City benefits.

Hours of Operation

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

Non-Exempt Employee

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

Part-Time Employee

Employees who are required to work less than 30 hours per week year-round in an ongoing position. Employees who work at least 20 hours per week are eligible to accrue vacation and sick leave on a pro-rated basis.

Part-Time Employee with Benefits

Employees who are required to work 30-39 hours per week year-round in an ongoing position. These employees are eligible for benefits such as 75% of full-time holiday, vacation, and sick leave benefits, and the option to participate in the City's flexible benefits program.

Pay Period

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

PERA (Public Employees Retirement Association)

Statewide pension program in which all City employees meeting program requirements must participate in accordance with Minnesota law. The City and the employee each contribute to the employee's retirement account.

Promotion

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

Provisional Employee

Provisional employees may be hired by the City Manager to fill either part-time or full-time positions that are unique to a project or transitional period of the City. The benefits are determined by the City Manager.

Seasonal Employee

Employees who work only part of the year (67 days or less or 100 days for high school employees) 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.

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 at the start of employment with the City (or at the beginning of a promotion, reassignment, or transfer) that is designated as a period within which to learn the job.

Transfer

Movement of an employee from one City position to another position with an equivalent maximum pay.

Weapons

Weapons are defined to include all legal or illegal firearms, switchblade knives, or any other object that has been modified to serve as a weapon or that 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 Monday through the following Sunday. With the approval of the City Manager, departments may establish a different workweek based on coverage and service delivery needs (e.g., police department, fire department, Water Park).

SECTION 3: CITY-WIDE WORK RULES AND CONDUCT

3.1 Conduct as a City Employee

In accepting City employment, employees become representatives of the City and are responsible for assisting and serving the citizens for whom they work. An employee's primary responsibility is to serve the residents of Waseca. 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.

The following are job requirements for every position at the City of Waseca. 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.

3.2 Address Changes

Employees are responsible for informing the City of all temporary and permanent changes of address. It is not the City's responsibility to ensure employees receive official notices when an employee fails to inform the City of an address change.

3.3 Attendance and Absence

All employees are expected to report to work on time, focus on work during work hours, use their time efficiently, and leave only after the regular working hours are completed.

The operations and standards of service in the City require that employees be at work unless valid reasons warrant absence, or an employee has a position that has been approved to work remotely. For a team to function efficiently and effectively, employees must be on the job. Attendance is an essential function of every City position.

Employees who are going to be absent from work are required to notify their supervisor as soon as possible in advance of the absence. Employees may not be absent from duty without permission from their supervisor. In the event of an unexpected absence, employees should contact 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 that includes a telephone number where they can be reached and/or contact any other individual who was designated by the supervisor.
- The employee must contact the supervisor on each day of an absence extending beyond one (1) day unless other arrangements 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 the preceding absence rule if extenuating circumstances warrant such behavior.

Failure to use the established reporting process will be grounds for disciplinary action. This policy does not preclude the City from administering discipline for unexcused absences of less than three (3) days.

Individual departments may establish more specific reporting procedures.

For budgetary, confidentiality, and federal employment law reasons, non-exempt employees (eligible for overtime pay) are not authorized to take work home or work through lunch without prior approval from their supervisor.

3.4 Access to and Use of City Property

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

All such equipment must be turned in and accounted for by any employee leaving employment with the City in order to leave employment 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 Manager. Any employee found having an unauthorized duplicate key will be subject to disciplinary action.

Employees are prohibited from using City property for personal purposes, except for limited exceptions addressed in other policies herein.

3.5 Appearance

Departments may establish dress codes for employees as part of departmental rules. Clothing, personal appearance, and hygiene should be appropriate to the nature of the work and contacts with other people, present a positive image to the public, and contribute to a pleasant workplace atmosphere for co-workers and visitors. 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 supervisors.

3.6 Conflict of Interest

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

3.7 Falsification of Records

Any employee who makes false statements or commits, or attempts to commit, fraud in an effort to prevent the impartial application of these policies, will be subject to immediate disciplinary action up to and including termination and potential criminal prosecution.

False statements made in materials used when applying for employment may be considered grounds for termination.

3.8 Personal Telephone Calls

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

3.9 Political Activity

City employees have a right personally to express their political views and to get involved in the political system to the extent permitted by law. However, City employees cannot use City resources, working time, or their position with the City while participating in or to participate in personal political activity or influencing other City employees on political matters. While engaging in such actions, City employees must also comply with other workplace expectations, including other personnel policies.

No campaign materials, pamphlets, or buttons may be displayed on City vehicles, City property, or by an individual on the work site. These campaign materials also may not be disseminated while using City property or representing the City.

3.10 Smoking

The City 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.

Employees 21 and over are allowed to smoke only during their breaks and lunch, and only in areas designated for that purpose if on City-owned property.

3.11 Employment of Relatives and Domestic Partners

The City does not restrict employment of more than one member of a family or persons related by blood or marriage, but it does not show favoritism toward hiring relatives of employees. To avoid a conflict of interest, no City employee may take part in decisions to hire, fire, retain, promote, discipline, manage performance, or determine the salary of his/her spouse, other family member, any other relative by blood or marriage, someone living in same household, or someone who such employee is in a romantic relationship. Preferential treatment of a family member is grounds for discipline, up to and including termination.

3.12 Workplace Issues Resolution Policy

City employees must, unless otherwise established or appropriate, attempt to resolve any workplace issues or concerns with the following individuals in the following order and may only attempt to resolve the issue or concern with the next appropriate individual(s) herein if the preceding individual(s) did not adequately address their issue or concern:

- 1) Immediate supervisor
- 2) Department Director
- 3) City Manager

SECTION 4: EMPLOYEE RECRUITMENT AND SELECTION

The City Manager or a designee manages the hiring process for positions within the City. All hires will be made according to merit and fitness related to the position being filled.

4.1 Features of the Recruitment System

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

Application for employment generally is made by application forms provided by the City. Other materials, such as a resume, cover letter, and/or a supplemental questionnaire may be required. Sometimes, other materials in lieu of a formal application may be accepted in certain recruitment situations as determined by the City Manager or designee. All candidates must complete and submit the required application materials by the posted deadline in order to be considered for the position. Applications from active employees are considered in the same manner as applications from new applicants.

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

Position vacancies may be filled on an "acting" basis as needed. The City Manager approves all acting appointments. Pay rate adjustments, if any, are determined by the City Manager. If the City Manager position is vacated, these determinations are made by the City Council.

4.2 Testing and Examinations

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

Internal-only recruitments are normally open to any City employee who: 1) has successfully completed the initial training/probationary 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 as determined by the City Manager.

To be eligible to participate in the selection process, a candidate must generally meet the minimum qualifications.

4.3 Pre-Employment Medical Exams

The City Manager or designee may determine that a pre-employment medical examination, which may include a psychological evaluation, is necessary to determine fitness to perform the essential functions of

any City position. Where a medical examination is required, an offer of employment is contingent upon successful completion of the medical exam.

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

When required, the medical exam is conducted by a licensed medical provider designated by the City with the cost of the exam paid by the City. The medical provider notifies Human Resources that a candidate either is or is not medically able to perform the essential functions of the job, with or without accommodations, and whether the candidate passed a drug test, if applicable. If the candidate requires an accommodation to perform one or more of the essential functions of the job, Human Resources will confer with the medical provider and candidate regarding reasonable and acceptable accommodations.

Psychological/psychiatric exams will be conducted by a licensed psychologist or psychiatrist.

If a candidate is rejected for employment based on the results of the medical exam, they will be notified of this determination.

4.4 Selection Process

The selection process is a cooperative effort between the City Manager or designee and the hiring supervisor. 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 approval by the City Manager or designee. Except where prohibited by law, seasonal and temporary employees may be terminated by the City Manager at any time.

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

4.5 Background Checks

All finalists for employment with the City are 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 Manager or designee determines the level of background check to be conducted based on the position being filled.

4.6 Training/Probationary Period

The training/probationary period is an integral extension of the City's selection process and is used for the purpose of closely observing the employee's work and for training the employee in work expectations. Probationary periods apply to new hires, transfers, promotions, and rehires.

The first six months of employment shall be considered a training/probationary period.

An employee serving their initial training/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 these Personnel Policies shall be construed to imply that after completion of the training/probationary period, an employee has any vested interest or property right to continued City employment.

Training/probationary periods may be extended at any time by the City Manager.

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

Should an employee's performance not meet expectations at the end of a training/probationary period, but it is felt that an extension of time and further training would be beneficial, that option will be discussed with the employee for consideration. Extensions of the training/probationary period may go up to thirty (30) days past the initial period. An extension beyond thirty days must be approved by the City Manager.

4.7 Response Time Requirements

Unless otherwise stated in a collective bargaining agreement or department policy, City employees are not required to live in the City of Waseca.

SECTION 5: ORGANIZATION

5.1 Job Descriptions

The City prepares and maintains job descriptions for each regular position within the City. New positions are developed as needed but must be approved by the City Manager prior to the position being filled.

A job description is prepared for each position within the City. Each job description includes: position title, department, supervisor's title, FLSA status (exempt or non-exempt), position summary, essential functions of the position, minimum qualifications, desired qualifications, supervisory responsibilities (if any), and extent of supervisory direction or guidance provided to position. Good attendance and compliance with work rules and policies are essential functions of all City positions.

Prior to posting a vacant position, the existing job description is reviewed by the City Manager 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, in partnership with Human Resources, are responsible for revising job descriptions as necessary to ensure that the position's duties and responsibilities are accurately reflected. All revisions are reviewed and must be approved by the City Manager or designee.

5.2 Assigning and Scheduling Work

Assignment of work duties and scheduling work is the responsibility of the Department Directors and supervisors, subject to the approval of the City Manager.

5.3 Job Descriptions and Classifications

Assignment of job titles, establishment of minimum qualifications, and the maintenance of job descriptions and related records is the responsibility of the City Manager or his/her designee.

SECTION 6: WORK HOURS

6.1 Work Hours

The regular workweek for many employees is five (5), eight-hour days in addition to a lunch period, Monday through Friday, except as otherwise approved by the City Manager. Some departments observe different “regular” workweeks based on the needs of the City and provisions of collective bargaining agreements. Employee work schedules and opportunities to work remotely are established by Department Directors or designee with the approval of the City Manager or designee.

6.2 Core Hours

To ensure employee availability and accountability to the public the City serves, all full-time employees (exempt and non-exempt) are to be at work or available to the public and co-workers during the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, unless away from the work site for a work-related activity or on approved leave. Department Directors can temporarily alter their work schedules for short periods of time at their own discretion. Other schedule arrangements must be approved by the Department Director.

6.3 Flexible Work Schedules

The City is committed to helping employees face the demands of juggling work, family, and life-related issues. Flexible work schedules can provide employees with increased flexibility with their work schedule while allowing the City to maintain a productive work environment. A flexible work arrangement is a business and workplace strategy, not an employee benefit or right. Employees do not have the right to set their own daily work schedule at will; the City has the right to assign a work schedule.

Paid rest periods/breaks may not be accumulated and counted toward accommodating a flexible work schedule request. To ensure that City operations can continue efficiently, requests to flex time should be kept to a minimum.

Non-Exempt Employees

Non-exempt employees may receive permission to flex their hours during a workweek. For example, a non-exempt employee who needs to leave 30 minutes early for an appointment may request to start their workday 30 minutes early that day in lieu of taking a half hour of vacation time.

Exempt Employees

Exempt employees may receive permission to flex their hours during a pay period. In special circumstances, a Department Director may authorize exempt employees to use flex time in an adjacent pay period.

Exempt positions that have unique job duties that require work to be performed outside of the core hours of 8 a.m. – 4:30 p.m. (e.g., Water Park Supervisor) should work closely with their Department Director to determine the appropriate core work hours and amount of flexibility needed.

~~Exempt employees may not flex an entire day. If taking the whole day off based on flex time, exempt employees must use at least 4 hours of vacation for that day.~~

Department Directors have the discretion to set their own personal work schedules, as long as their hours generally fall between 8 a.m. and 4:30 p.m.

6.4 Alternative Work Schedules

Long-term alternative work schedules (e.g., a compressed workweek of four, 10-hour workdays; 9-hour days Monday through Thursday and a half day on Friday) must be approved by the City Manager.

6.5 Meal Breaks and Rest Periods

A paid fifteen (15) minute rest period is allowed within each four (4) consecutive hours of work. An unpaid thirty (30) -minute lunch period is provided when an employee works 8 or more consecutive hours. Employees are expected to use these breaks as intended and are not permitted to adjust work start time, end time, or lunch time by saving these breaks. Unused breaks may not be accumulated and used as paid time off. Employees are expected to schedule breaks so that they do not interfere with work requirements.

Employees working in City buildings will normally take their break at the place provided for that purpose in each building. Employees not working in City buildings will normally return to their home base or other City building to take a break. At the direction of the supervisor or other position that provides work direction, employees may take a break elsewhere under unusual circumstances.

Employees who work beyond their regular quitting time receive a 15-minute rest period with pay for every 2 hours of continuous time. If the employee is compensated for a meal break during this time, it shall be in lieu of one paid rest period.

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

6.6 Adverse Weather Conditions

City Hall offices and most other facilities generally remain open during regularly scheduled hours regardless of weather conditions. Each employee, therefore, must personally evaluate their individual circumstances, the weather, and road conditions when deciding whether to report to work, arrive late, or leave early. Employees must notify their supervisor of their plans in a timely manner.

Employees who choose to miss work are generally expected to use vacation or compensatory time to be paid for this absence. With supervisor pre-approval, an employee may be allowed to make up the hours or work from home.

City of Waseca Personnel Policies

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The City Manager has the authority to close all or part of the City's operations due to weather or other emergency conditions. If City operations are closed, employees are paid for the hours they would have normally worked during the closure. The City Manager is responsible for communicating these decisions with City staff.

Employees may be provided transportation to and from their worksites by the City.

Police Officers, Public Works Maintenance Workers, and Firefighters are generally expected to work during inclement weather conditions. Based on the nature and severity of the emergency, other employees may also be required to work during inclement weather conditions.

Decisions to cancel City events (e.g., evening meetings) are made by the applicable Department Director or City Manager.

SECTION 7: COMPENSATION

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

Compensation for seasonal and temporary employees will be set by the City Council at the time of hire, or on an annual basis.

7.1 Wage Disclosure

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 that 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 that have been disclosed voluntarily.
- Retaliate against an employee for asserting rights or remedies under Minn. Stat. §181.172, subd. 3.

The City cannot retaliate 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) 284-5070 or (800) 342-5354.

7.2 Direct Deposit

As provided for in Minnesota law, all employees are required to participate in direct deposit. Employees are responsible for notifying the Finance Department of any change in status, including changes in address, phone number, banking information, etc.

7.3 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, except for public safety employees. They will be paid according to the time reported on their time sheets or as recorded in any electronic time keeping system.

All times reported or recorded will be rounded to the nearest one-quarter hour. If an employee reports or records a start time or end time that is or results through rounding in at least a one-quarter hour difference from their scheduled start or end time, the employee must record in the City-specified manner the reason for the different reported or recorded start or end time. Employees are prohibited from starting or ending work and/or reporting or recording a start or end time resulting in a start or end time that is rounded to at least one-quarter hour different than their scheduled start or end time unless such earlier start or later end time is approved in advance by their supervisor or designee or the employee is working in an emergency requiring the employee to work such time.

To comply with the provisions of the federal and state Fair Labor Standards Acts, hours worked and any leave time used by non-exempt employees are to be recorded daily and submitted to payroll on a bi-weekly basis. Each time reporting form must include the certification or signature of the employee and immediate supervisor. Reporting false information on a time sheet or the like will be cause for discipline, up to and including termination.

FLSA exempt employees must record on their time sheets or the like the time they worked as well as time off taken during the workday. At least 40 hours must be accounted for by FLSA exempt employees on the time sheets or the like each work week.

7.4 Overtime / Compensatory Time

The City has established this overtime policy to comply with applicable state and federal laws governing accrual and use of overtime. Each position and employee with the City will be designated as “exempt” or “non-exempt” for purposes of determining an employee’s entitlement to overtime. In general, employees in executive, administrative, and professional job classes are exempt; all others are non-exempt.

Non-Exempt (Overtime-Eligible) Employees

All overtime-eligible employees are compensated at the rate of one and one-half their regular rate of pay for all hours worked over forty-one (41) in one workweek, except for public safety employees, who will be paid overtime as provided by law. Compensation will take the form of either one 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.

Commented [AF1]: Aligns with changes to union contracts

For most employees, the workweek begins at midnight on Monday and runs until the following Sunday night at 11:59 p.m. Department Directors may establish a different workweek based on the needs of the department, subject to the approval of the City Manager.

The employee’s supervisor must approve overtime hours in advance, unless otherwise established by the Department Director, except that overtime hours may be worked in emergency situation. An employee who works overtime without prior approval may be subject to disciplinary action.

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

The maximum compensatory time accumulation is forty-one (41) hours per year. Once an employee has earned the maximum number of hours of compensatory time, no further compensatory time may accrue in that year.

Employees may request and use compensatory time off in the same manner as other leave requests. All further overtime will be paid.

For compensatory time purposes, the "year" is from the first pay period in October through the last pay period in September. Compensatory time may not be "rolled over" from one year to the next. All compensatory time accrued as of the first pay period in October and not used as of the first pay period in December will be paid out. The payout is included in the first pay period in December. Compensatory time must be used prior to vacation time unless prior approval is provided by Department Director.

All compensatory time will be marked as such on official timesheets, both when it is earned and when it is used. The department responsible for payroll processing maintains compensatory time records. All compensatory time accrued is paid when the employee leaves City employment at the hourly pay rate the employee is earning at that time. Employees may request and use compensatory time off in the same manner as other leave requests.

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 forty (40) or more hours per week. Exempt employees do not receive extra pay for the hours worked over forty (40) in one workweek. The normal hours of business for exempt staff are Monday – Friday, 8:00 a.m. – 4:30 p.m., plus evening meeting as necessary.

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.

The City will only make deductions from the weekly salary of an exempt employee in the following situations:

- The employee is in a position that does not earn vacation or personal leave and is absent for a day or more for personal reasons other than sickness or accident.

- The employee is in a position that earns sick leave, receives a disability benefit or workers' compensation wage loss benefits, and is absent for a full day due to sickness or disability, but he/she is either not yet qualified to use the paid leave or he/she has exhausted all of his/her paid leave.
- The employee is absent for a full workweek and, for whatever reason, the absence is not charged to paid leave (for example, a situation where the employee has exhausted all of his/her paid leave or a situation where the employee does not earn paid leave).
- The very first workweek or the very last workweek of employment with the City in which the employee does not work a full week. In this case, the City prorates the employee's salary based on the time actually worked.
- The employee is in a position that earns paid leave and is absent for a partial day due to personal reasons, illness, or injury, but:
 - Paid leave has not been requested or has been denied.
 - Paid leave is exhausted.
 - The employee has specifically requested unpaid leave.
- The employee is suspended without pay for a full day or more for disciplinary reasons for violations of any written policy that is applied to all employees.
- The employee is on unpaid leave under the FMLA.
- The City of Waseca may, for budgetary reasons, implement voluntary or involuntary unpaid leave and make deductions from the weekly salary of an exempt employee. In this case, the employee will be treated as non-exempt for any workweek in which the budget-related deductions are made.

The City of Waseca does not make deductions from pay due to exempt employees being absent for jury duty or attendance as a witness, but requires the employee to pay back to the City any amounts received by the employee as jury fees or witness fees.

If the City inadvertently makes an improper deduction to the weekly salary of an exempt employee, the City will reimburse the employee and make appropriate changes to comply in the future.

All exempt positions may require work beyond forty (40) hours per week. If an exempt employee works extra hours due to unique circumstances, he or she may adjust their working hours during the same work week or immediately succeeding work week if operationally feasible to do so. Any adjustment to working hours must be approved by the employee's Department Director or designee and shall not be on a one-for-one basis nor may it be accumulated.

If an exempt employee is routinely absent from work under this policy and it is found that 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 (40) hours per week is needed to fulfill the position's responsibilities, the position will be reviewed to determine whether a part-time position will meet the needs of the City. Additional notification

City of Waseca Personnel Policies

Adopted: 12/1/2020

Effective: 1/1/2021

Updated: ~~6/6/2023~~ 12/19/2023

and approval requirements may be adopted by the City Manager for specific situations as determined necessary.

SECTION 8: PERFORMANCE MANAGEMENT

City employees are essential to providing services to the public. To provide high quality, efficient, and cost-effective services, the performance of employees is crucial. Therefore, the City is committed to a performance management system for its employees that communicates performance expectations for job duties and responsibilities, workplace standards and goals and objectives; identifies an employee's strengths and areas for improvement in meeting these expectations; and fosters an employee's job development. To meet this commitment, the City promotes the following:

1. Ongoing feedback to and candid discussions with employees and about performance throughout the year;
2. Developing and rewarding good performance;
3. Formal personnel actions as necessary to address performance problems through coaching, counseling, performance improvement plans and/or progressive discipline; and
4. An annual performance evaluation that addresses prior and future performance of the employee.

An objective performance review system is established by the City Manager or designee for the purpose of periodically evaluating the performance of City employees. The quality of an employee's past performance is considered in personnel decisions such as promotions, transfers, demotions, terminations and, where applicable, salary adjustments.

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

During the training/probationary period, informal performance meetings should occur frequently between the supervisor and the employee. Conducting these informal performance meetings provides both the supervisor and the employee the opportunity to discuss what is expected, what is going well and not so well.

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

SECTION 9: BENEFITS

9.1 Health, Dental, Vision, Life, Long-Term Disability

The City will contribute an amount toward group health insurance benefits for each eligible employee and his/her dependents. The amount to be contributed and the type of coverage will be determined by the City Manager.

9.2 Retirement/PERA

The City participates in the Public Employees Retirement Association (PERA) to provide pension benefits for its eligible employees to help plan for a successful and secure retirement. Participation in PERA is mandatory for most employees, and contributions into PERA begin immediately. The City and the employee contribute to PERA each pay period as determined by state law.

Most employees are also required to contribute a portion of each paycheck for Social Security and Medicare (the City matches the employee's Social Security and Medicare withholding for those employees).

For information about PERA eligibility and contribution requirements, contact Human Resources.

9.3 Employee Assistance Program

Each regular position employee (seasonal employees are not covered) will be offered access to an Employee Assistance Program (EAP). An EAP is a work-based intervention program designed to identify and assist employees in resolving personal problems (e.g., marital, financial or emotional problems; family issues; substance/alcohol abuse) that may be adversely affecting the employee's performance.]

9.4 Status Changes

Employees are responsible for notifying the Human Resources of any change in status, including changes in address, phone number, names of beneficiaries, banking information, marital status, births, adoptions, etc.

SECTION 10: HOLIDAYS

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

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

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

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

All employees scheduled to work on a holiday will receive one and one-half times their regularly hourly rate for hours worked on that day.

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

SECTION 11: LEAVES

Employees must request all forms of leave to their direct supervisor. Requests can be made electronically or in written hard copy form.

Prior to taking leave, the request must be approved by the supervisor. All extended leaves (longer than 3 days) are subject to approval by the Department Director. The City acknowledges that advance approval is not practicable in some circumstances.

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 may apply while using sick leave). An employee needs to meet the requirements of each form of leave separately. Leave requests are 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 provides 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.

For an employee's hours compensated by Worker's Compensation, an employee may supplement the Worker's Compensation payments with a pro-rated portion of the employee's sick leave, vacation, or compensatory time so that the combination of the two will equal the employee's regular base pay.

11.1 Sick Leave

Sick leave is authorized absence from work with pay, granted to full-time and benefits-eligible part-time employees. Sick leave is a privilege, not a right.

Employees are to use this paid leave only when they are unable to work for medical reasons and under the conditions explained below. Sick leave does not accrue during an unpaid leave of absence.

- Full-time employees accumulate sick leave at a rate of 8 hours per month.
- Part-time employees regularly scheduled to work at least 20 hours per week accrue sick leave on a pro-rated basis of the full time employee schedule.
- Part-time employees regularly scheduled to work fewer than 20 hours per week do not earn or accrue sick leave.
- Temporary and seasonal employees do not earn or accrue sick leave.
- Sick leave may be used only for days when the employee would otherwise have been at work. If an employee has a need to sick leave (an allowable use) during a scheduled vacation, their Department Director may choose to allow the use of Sick Leave for the applicable period of time.
- Sick leave used for medical appointments can be taken only for the amount of time of reasonable necessary for the appointment. For example, an employee may not take four hours of sick leave if their

medical appointment, including travel to and from the appointment, only takes 3.5 hours.

Sick leave may be used as follows:

- When an employee is unable to perform work duties due to illness, disability, or pregnancy.
- For medical, dental, or other care provider appointments, including donating blood.
- When an employee has been exposed to a person with a contagious disease of such a nature that their presence at the work place could endanger the health of others.
- To care for or take to a medical, dental, or other care provider appointment the employee's injured or ill children, including stepchildren or foster children, for such reasonable periods as the employee's attendance with the child may be necessary.
- To care for, including taking to a medical, dental, or other care provider appointment, an ill or injured spouse, father, father-in-law, mother, mother-in-law, stepparent, grandparent, grandchild, sister or brother. This leave for those listed is limited to 160 hours in a calendar year. For reasonable absences for themselves or relatives (employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent) who are providing or receiving assistance because they, or a relative, is a victim of sexual assault, domestic abuse, or stalking. Safety leave for those listed, other than the employee and the employee's child, is limited to 160 hours in any calendar year.

After accrued sick leave has been exhausted, vacation leave or other compensatory time must be used to the extent the employee is entitled to such leave.

To be eligible for sick leave pay, the employee will:

- Communicate with their immediate supervisor, as soon as possible after the scheduled start of the work day, for each and every day absent (for extended periods of sick leave, other communications scheduled may be arranged);
- Keep their immediate supervisor informed of the status of the illness/injury or the condition of the ill family member;
- Submit a medical provider's statement upon request.

After an absence, a physician's statement may be required on the employee's first day back to work, indicating the nature of the illness or medical condition and attesting to the employee's ability to return to work and safely perform the essential functions of the job with or without reasonable accommodation.

Any work restrictions must be stated clearly on the return-to-work statement. Employees who have been asked to provide such a statement may not be allowed to return to work until they comply with this provision. Sick leave may be denied for any employee required to provide a doctor's statement until such a statement is provided.

The City has the right to obtain a second medical opinion to determine the validity of an employee's workers' compensation or sick leave claim, to obtain information related to restrictions, an employee's ability to work, or request for reasonable accommodation. The City will arrange and pay for an appropriate medical evaluation when it is required by the City.

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

Employees must normally use sick leave prior to using paid vacation, or compensatory time, and prior to an unpaid leave of absence during a medical leave, except where Parenting Leave under Minnesota law and the medical leave overlap.

Sick leave will normally not be approved after an employee gives notice that he or she will be terminating employment. Exceptions must be approved by the City Manager.

Sick leave accrues to a maximum of 1,000 hours.

11.2 Vacation and Earned Safe and Sick Leave

This Leave Policy meets all requirements under Minnesota's earned sick and safe time law.

~~Vacation~~ Leave Schedule

Full-time employees will start earning ~~vacation~~-leave time immediately upon beginning employment by the City in accordance with the schedule below.

- Full-time employees accumulate ~~vacation~~-leave time each month.
- Part-time employees regularly scheduled to work at least 20 hours per week accrue ~~vacation~~-leave time on a pro-rated basis of the full-time employee schedule.
- ~~Part-time employees regularly scheduled to work fewer than 20 hours per week do not earn or accrue vacation leave.~~
- ~~Temporary and seasonal employees do not earn or accrue sick leave.~~

<u>Years of Service</u>	<u>Annual Accrual</u>
Fewer than 12 Years	120 hours (15 Days)
12 or More Years	160 hours (20 Days)

Part-time, temporary, and seasonal employees who perform work for at least eighty (80) hours in a year are entitled to earn sick and safe time at the rate of one (1) hour for every thirty (30) hours worked, up to a maximum balance of eighty (80) hours. Accrual begins at the hire date. Leave may only be used as it is accrued for employees who have worked at least eighty (80) hours in the year. Leave time does not accrue for non-working time, even if it is paid.

Accrual Rate

For the purpose of determining an employee's ~~vacation~~ accrual rate, years of service will include all continuous time that the employee has worked at the City (including authorized unpaid leave). If an employee's status changes from part-time to full-time, the employee's unused accrued leave time will transition and carry over to the City's full-time employee accruals. Employees who are rehired after terminating City employment will not receive credit for their prior service unless specifically negotiated at the time of hire.

Accrued and unused hours carry over into future years. Leave cannot be converted into cash payments except at termination. There shall be no maximum accrual on leave. Upon retirement or termination of employment the employee shall be paid up to a maximum of two hundred (200) accrued hours.

~~Vacation~~ Leave does not accrue during an unpaid leave of absence.

Earnings and Use

~~Vacation~~ Leave may be used as it is earned, ~~subject to approval by the employee's supervisor to the nearest quarter hour (15 minute) increments which is the smallest increment of time tracked by the city's payroll system.~~ Employees at a zero balance of ~~vacation leave~~ are not allowed to take unpaid ~~vacation leave~~ unless they have received approval from their Department Director.

The City believes that time away is important to the health and well-being of our employees and as such provides paid leave for eligible employees for rest and recuperation. The City also provides paid leave in accordance with Minnesota's earned sick and safe time law for the following:

- 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 preventive care.
 - Closure of the employee's place of business due to weather or other public emergency

- The employee's inability to work or telework because the employee is prohibited from working by the city due to health concerns related to the potential transmission of a communicable illness related to a public emergency, or seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and the employee has been exposed to a communicable disease or the city has requested a test or diagnosis.
- Absence due to domestic abuse, sexual assault, or stalking of the employee provided the absence is to:
 - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking.
 - Obtain services from a victim service 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 service 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.

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

- Spouse or registered domestic partner

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

The City may require notice of the need for use of earned sick and safe time as provided below:

- If the need for use is foreseeable, the City may require advance notice of the intention to use earned sick and safe time but will not require more than seven (7) days' advance notice in writing to Human Resources.
- If the need is unforeseeable, the City may require an employee to give notice of the need for earned sick and safe time as soon as practicable in writing to Human Resources.

Notice Requirements

The City may require reasonable documentation that the employee is using or used leave for a qualifying purpose when an employee uses leave time for more than three consecutive days.

Reasonable documentation is based on the qualifying purpose but may include a signed statement by a health care professional indicating the need for use of leave time, a written statement from the employee indicating that the employee is using or used leave time for a qualifying purpose, a court record or documentation signed by a volunteer or employee of a victims services organization, an attorney, a police officer, or an antiviolence counselor as reasonable documentation. Written statements by an employee may be written in the employee's first language and need not be notarized or in any particular format.

The City will not require disclosure of details relating to domestic abuse, sexual assault, or stalking or the details of an employee's or an employee's family member's medical condition as related to an employee's request to use leave.

Discipline

The City expects that employees will not abuse their entitlement to use leave for sick and safety reasons. If an employee is suspected of misusing leave, the City may require reasonable documentation to verify the employee's use of leave is consistent with a stated purpose under this policy or applicable law. Employees who abuse or misuse leave will be subject to discipline, up to and including termination of employment.

Additional Rights Under This Policy

When an employee exercises their rights under Minnesota Sick and Safe time law, the City will not do any of the following:

1. Require the employee, as a condition of using leave, to find a replacement worker to cover their hours while the employee uses leave time;
2. Discharge, discipline, penalize, interfere with, threaten, restrain, coerce, or otherwise retaliate or discriminate against a person because the person has exercised or attempted to exercise rights protected under the Minnesota Sick and Safe Time law, including because the employee requested leave, used leave, requested a statement of accrued leave time, informed any other person of their potential rights under Minnesota Statutes sections 181.9445-181.9448, made a complaint or filed an action to enforce a right to leave under the law, or is or was participating in any manner in an investigation, proceeding, or hearing under the law;
3. Consider any absence covered by the leave policy as unexcused and subject to discipline;
4. Refuse to reinstate an employee upon conclusion of their leave; and
5. Refuse to reinstate employee upon conclusion of their use of leave to the same rate of pay they were receiving prior to beginning to use leave time. Any automatic adjustments to pay or benefits will also apply for employee in spite of their using leave. Employees on leave shall maintain seniority, as though there was no interruption in their service.

Complaint

An employee alleging a violation of the Minnesota Earned Sick & Safe Time Law may file a complaint with the Minnesota Department of Human Rights or the Minnesota Department of Labor and Industry.

Retaliation Prohibited

The City will not discharge, discipline, penalize, interfere with, threaten, restrain, coerce, or otherwise retaliate or discriminate against a person because the person has exercised or attempted to exercise rights protected under Minnesota Earned Sick and Safe Leave law.

Requests for vacation must be received at least 48 hours in advance of the requested time off, unless your department requires a different procedure. This notice may be waived at the discretion of the Supervisor.

~~Vacation can be requested in increments as small as 15 minutes, up to the total amount of the accrued leave balance.~~

~~Employees may accrue vacation leave up to a maximum 200 hours. No vacation will be allowed to accrue in excess of this amount without the approval of the City Manager. Vacation leave cannot be converted into cash payments except at termination.~~

11.3 Personal Day

Regular full-time employees accrue 8 hours of personal leave per year. These hours are awarded each January, and must be used by December 31 of the same calendar year. Personal leave does not accumulate from one year to the next.

11.4 Discretionary Leave

While exempt employees are not eligible for compensatory time, discretionary time off may be granted upon request in situations when an exempt employee has worked extra hours for an extended period of time, completed a noteworthy achievement, performed their job duties under very difficult conditions, or other factors that may be recognized by the employee's Director. Discretionary time must be approved by the City Manager. An exempt employee who has been awarded discretionary time may take that time off only with their supervisor's permission, and only if the leave is not anticipated to negatively affect City services. When discretionary time is awarded, it may be given a deadline by which it must be used.

11.5 Donating Leave

The City recognizes that a catastrophic or prolonged illness of an employee or immediate family member may deplete an employee's available paid leave. This policy is meant to provide employees with the option of voluntarily assisting employees at such time. The purpose of this program is to provide an employee who has exhausted all paid leave a means of financial assistance through the contributions of sick or vacation leave accruals from other employees. All requests for leave or to donate leave require express written approval of the City Manager or designee.

To be eligible to receive leave donations, the employee must:

- Be experiencing a catastrophic medical situation in their own life, or in the life of their spouse, minor children, or someone living in the employee's immediate household. A catastrophic medical situation is generally defined as a life-threatening event that will cause the employee to be absent from work for a prolonged period of time (e.g, heart attack, stroke, cancer, organ transplant, injuries from major car accident);
- Have exhausted all accrued paid leave balances; and
- Make a request, in writing, to Human Resources for co-workers to donate leave. The written request

must include certification from the attending physician or other applicable health care provider regarding the nature of the medical emergency or condition. The name of the employee requesting leave will remain private—only known to Human Resources and the City Manager. It is the employee’s choice whether they want to share their circumstances with others.

The following are the criteria for donating leave:

- A prospective donor must indicate the amount of hours they wish to donate in writing addressed to the City Manager or designee.
- Employees can only donate leave to another employee if their current combined balance of vacation, sick leave (and holiday pay for Police and Fire department staff) is 120 hours or more.
- Employees can donate up to 8 hours each of vacation and sick leave, in 1-hour increments.

The recipient can receive no more than 480 hours of leave. Donation of leave will not be allowed if the employee is judged to be disabled by the medical condition and will not be returning to work. Donated time cannot be used for severance pay, paid to an employee in the form of cash, or used in any manner that is not stated in this policy.

An employee who donates leave understands that this time is a gift, and that the donated leave is irrevocable, and that the receiving employee has no obligation to pay it back. Donors will be anonymous—only Human Resources and the City Manager will know the identities of the donors.

11.6 Bereavement Leave

Employees will be permitted to use up to four (4) working days per calendar year, with pay, as bereavement leave upon the death of an immediate family member defined as: spouse, child, parents, parent-in-law, brothers, sisters, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandparent-in-law and grandchildren, or member of the immediate household of the employee and the employee’s spouse.

This paid leave will not be deducted from the employee’s vacation or sick leave balances.

The actual amount of time off, and bereavement leave approved, will be determined by the Department Director depending on individual circumstances (such as the closeness of the relative, arrangements to be made, distance to the funeral, etc.). An employee may request additional time off upon the death of an immediate family member, and the Department Director may approve the use of sick leave for this additional absence, depending on individual circumstances.

Departmental Funeral Leave

Employees are granted up to 4 hours paid leave from work to attend the funeral of a fellow departmental employee or the funeral of a parent, spouse, or child of a fellow departmental employee, unless

circumstances unique to the department would prevent such a practice from being allowed and authorized by the Department Director and City Manager.

In an attempt to maintain daily operations or functions when this situation arises, the Department Director is authorized to use other available City personnel or other reasonable means to maintain daily operations and functions.

11.7 Military Leave

State and federal laws provide protections and benefits to City employees who are called to military service, whether in the reserves, National Guard, or on active duty. Such employees are entitled to a leave of absence without loss of pay, seniority status, efficiency rating, or benefits for the time the employee is engaged in training or active service, not exceeding a total of 15 days in any calendar year.

The leave of absence is only in the event the employee returns to employment with the City as required upon being relieved from service, or is prevented from returning by physical or mental disability or other cause not the fault of the employee, or is required by the proper authority to continue in military beyond the 15-day paid leave of absence. Employees on extended unpaid military leave will receive fifteen (15) days paid leave of absence in each calendar year, not to exceed five years.

Where possible, notice is to be provided to the City at least ten (10) working days in advance of the requested leave. If an employee has not yet used their 15 days of paid leave when called to active duty, any unused paid time is allowed for the active duty time, prior to the unpaid leave of absence.

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

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

Leave for Immediate Family Members of Military Personnel

Injured or Killed in Active Service

An employee who has a parent, child, grandparent, sibling, or spouse who is injured or killed while engaged in active military service will be granted an unpaid leave of absence for up to ten working days.

Employees must give the City as much notice as practicable of their intent to use such leave, which may be reduced by any period of paid leave provided by the City.

To Attend Military Ceremonies or Other Events

Employees with a spouse, parent, or child in the military forces of the United States will be granted an unpaid leave of absence not to exceed two consecutive days or six days in a calendar year to attend: departure or return ceremonies for deploying or returning military personnel or units; family training or readiness events sponsored or conducted by the military; and events held as part of official military reintegration programs.

Employees with an immediate family other than a spouse, parent, or child (i.e., grandparent, sibling, grandchild, fiancé, or fiancée) who has been ordered into active service in support of a war or other national emergency as a member of the United States armed forces will be granted a leave of absence without pay to attend a send-off or homecoming ceremony for the mobilized service member, unless the leave would unduly disrupt the operations of the employer. Such leave is limited to the actual time necessary for the employee to attend a send-off ceremony for the mobilized service member, not to exceed one day's duration in any calendar year.

11.8 Jury Duty

Regular full-time and part-time employees are granted paid leaves of absence for required jury duty. Such employees are 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 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 is 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 is 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 Director approval. However, if a temporary or seasonal employee is classified as exempt, he/she will receive compensation for the jury duty time.

11.9 Court Appearances

Employees are 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.

11.10 Victim or Witness at Criminal Trial 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, or is the spouse or immediate family member (immediate family member includes parent, spouse, child, or sibling of the employee) of such victim, reasonable time off from work to attend criminal proceedings related to the victim's case.

11.11 Domestic Abuse and Harassment Restraining Order Leave

An employee may take reasonable time off from work to obtain or attempt to obtain relief under the Domestic Abuse Act, Minn. Stat. § 518B.01 (2014), as amended or a restraining order under Minn. Stat. § 609.748 (2014), as amended. Except in cases of imminent danger to the health or safety of the employee or the employee's child, or unless impracticable, an employee who is absent from the workplace shall give 48 hours' advance notice to the employer. Upon request of the employer, the employee shall provide verification that supports the employee's reason for being absent from the workplace. All information related to the employee's leave shall be kept confidential by the employer.

11.12 Pregnancy and Parenting Leave

Employees who work twenty (20) hours or more per week and have been employed more than one year 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 the birth or adoption of a child, are eligible for up to twelve (12) weeks of unpaid leave. The leave must begin within twelve (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. The employee should provide reasonable notice, which is at least thirty (30) days. If the leave must be taken in less than thirty (30) days, the employee should give as much notice as practicable.

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

Group insurance coverage remains available while the employee is on leave pursuant to the Pregnancy and Parenting Leave Act, but the employee is 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.

11.13 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 Manager.

11.14 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.

11.15 School Conference and Activities Leave

Any employee who works an average 20 hours per week or more may take unpaid leave for up to a total of sixteen (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.

11.16 Bone Marrow/Organ Donation Leave

Employees working an average of 20 or more hours per week may take paid leave, not to exceed forty (40) hours, unless agreed to by the City, to undergo medical procedures to donate bone marrow or an organ. The forty (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.

11.17 Elections/Voting

An employee selected to serve as an election judge pursuant to Minnesota law, is allowed time off without pay for purposes of serving as an election judge, provided that the employee gives the City at least twenty (20) days written notice.

All employees eligible to vote at a State general election, at an election to fill a vacancy in the office of United States Senator or Representative, or President, or in a Presidential primary, is allowed reasonable

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.

11.18 Elected Official

An employee elected to a public office is permitted time off from regular employment to attend meetings required by reason of the public office. The time off may be without pay, with pay, or made up with other hours, as agreed between the employee and employer. When an employee takes time off without pay, the employer shall make an effort to allow the employee to make up the time with other hours when the employee is available.

11.19 Civil Air Patrol

An employee receives a leave of absence without pay for time spent rendering service as a member of the civil air patrol on the request and under the authority of the state or any of its political subdivisions, unless the leave would unduly disrupt the operations of the employer.

11.20 Personal Leave of Absence

The Department Director and City Manager may authorize leave without pay for up to 30 days.

Normally, employee benefits are not earned by an employee while on leave without pay. However, the City's contribution toward health, long-term disability, and life insurance may be continued, if approved by the City Manager, for leaves of up to six (6) months 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 does not accrue (or be paid for) holidays, sick leave, or vacation leave. Employees who are working reduced hours while on this type of leave will receive holiday pay on a prorated basis and will accrue sick leave and vacation leave based on actual hours worked.

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

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

Employees returning from a leave without pay for a reason other than a qualified Parenting Leave or FMLA will be guaranteed return to the original position only for absences of thirty (30) calendar days or less.

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

11.21 Family and Medical Leave

Eligibility

To qualify to take family and medical leave (FMLA) 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 does not consider any service 7 years prior to the employee's most recent hire date, unless the break was due to National Guard or Reserves military service obligation.
- Have worked at least 1,250 hours during the 12-month period prior to the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act ("FLSA") determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.

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).

Definitions

- **"Caring"** for a covered family member includes psychological as well as physical care. It also includes acquiring care and sharing care duties.
- An eligible **"child"** is defined as a person under 18 years of age (or a person incapable of self-care because of a physical or mental disability) who is a biological, adopted, foster, or step child, a ward of the employee, or a person with whom the employee is charged with a parent's rights, duties, and responsibilities.

- **“Spouse”** does not include domestic partners or common-law spouses.
- An eligible **“parent”** includes a biological parent or a person who was charged with parental rights, duties, and responsibilities over the employee when the employee was under the age of 18; “parent” does not include in-laws. **“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 child birth;
 - **Absence Plus Treatment:** A period of incapacity of more than three consecutive calendar days that also involves continuing treatment by or under the supervision of a health care provider.
 - **Chronic Conditions Requiring Treatments:** An incapacity from a chronic condition that 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:** A period of incapacity due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment from, a health care provider.
 - **Multiple Treatments:** Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider.
- **“Incapacity”** means inability to work, attend school or perform other regular daily activities.

Length and Amount of Leave

The length of FMLA leave is not to exceed twelve (12) weeks in any twelve (12)-month period. The leave year is calculated on a calendar year basis (January through December).

The entitlement to FMLA leave for the birth or placement of a child for adoption expires twelve (12) months after the birth or placement of that child.

Special Rule Applicable to Spouses who are Both Employed by the City: If the City employs both spouses, the combined total Family and Medical Leave to which they will be entitled together will be 12 weeks in any 12-month period if the leave is taken as 1) a Family Illness Leave to care for the employee’s parent or 2) Birth, Adoption and Child Care Leave.

How Leave May be Taken

FMLA leave may be taken for 12 (or fewer) 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 schedule leave may be taken to care for a newborn or newly placed adopted or foster care child only with the City's approval.

Procedure for Requesting Leave and Notice

All employees requesting FMLA leave must provide written or verbal notice of the need for the leave to Human Resources.

When the need for the leave is foreseeable, the employee must give verbal or written notice to their supervisor at least thirty (30) days prior to the date on which leave is to begin.

If thirty (30) days' notice cannot be given, the employee is required to give as much notice as practicable, including following required call-in procedures. If an employee fails to give 30 days' notice for a foreseeable leave with no reasonable explanation for the delay, the leave may be denied until 30 days after the employee provides notice

Certifications 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.

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, who is chosen jointly by the employer and employee. 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.

The City may request regular status updates from the employee.

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 and Annual Medical Certification

Recertification of the need for 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.

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. Such new medical certifications are subject to the provisions for authentication and clarification and second and third opinions.

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.

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

Effect on Benefits

An employee granted leave under this policy will continue to be covered under the City's group health 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. All paid benefits run concurrently with unpaid FMLA benefits. If there are changes in the City's contribution levels while the employee is on leave, those changes will take place as if the employee were still on the job.

The employee will be required to continue payment of the employee portion of group insurance coverage while on leave. If paid leave is being used during an FMLA leave, the employee's share of group health plan premiums must be paid by the method normally used during paid leave (usually payroll deduction). An employee on unpaid FMLA leave must make arrangements to pay the normal employee portion of the insurance premiums in order to maintain insurance coverage. Arrangements for payment of the employee's portion of premiums must be made by the employee with the City.

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.

Activities Prohibited During FMLA

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

While on leave, an employee may not engage in any activity that conflicts with the best interests of the City. Such conduct will result in disciplinary action up to and including termination of employment.

Seniority

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

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

Prior to taking unpaid FMLA leave employees must use all accrued sick leave, vacation leave and compensatory time prior to taking an unpaid leave unless their medical condition/injury is covered by worker's compensation or the absence qualifies under the Parental Leave Policy.

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

Unpaid Medical Leave of Absence

If an employee is ineligible for FMLA leave or has exhausted available FMLA leave benefits, it is the policy of the City to consider an employee's request for a medical or personal leave of absence. The amount of medical leave available to each employee will be determined on a case-by-case basis depending on the position held, staffing requirements, the reasons for the leave, and the anticipated return-to-work date. Employees who take unpaid medical leave are not guaranteed to return to the same position held prior to taking leave.

Employees seeking a medical leave of absence will be required to present medical documentation to support the need for the leave, ongoing documentation to support the need for continued leave, and documentation to support a return to work.

During Unpaid Medical Leave, employees will be expected to keep in regular contact with Human Resources.

Employees on an Unpaid Medical Leave of Absence may be subject to COBRA notice and continuation benefits and will be solely responsible for payment of the entire COBRA.

Failure to keep in touch with the City during leave, failure to advise the City of availability to return to work, or failure to return to work following leave will be considered a voluntary resignation of your employment.

FMLA – Qualified Exigency and Military Caregiver Leave

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

The qualifying exigency must be one of the following: 1) short-notice deployment; 2) military events and activities; 3) childcare and school activities; 4) financial and legal arrangements; 5) counseling; 6) rest and recuperation; 7) post-deployment activities; 8) parental care; or 9) additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

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

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

Definitions

- A **“son or daughter of a covered servicemember”** means the covered servicemember’s biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age.
- A **“parent of a covered servicemember”** means a covered servicemember’s biological, adoptive, step, or foster father or mother, or any other individual who stood in loco parentis to the covered servicemember. This term does not include parents “in law.”
- The **“next of kin of a covered servicemember”** is the nearest blood relative, other than the covered servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember’s next of kin and may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember’s only next of kin.
- **“Covered active duty”** means:
 - “Covered active duty” for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country.
 - “Covered active duty” for members of the reserve components of the Armed Forces (members of the U.S. National Guard and Reserves) means duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation as defined in section 101(a)(13)(B) of Title 10 of the United States Code.
- **“Covered servicemember”** means:

- An Armed Forces member (including the National Guard or Reserves) undergoing medical treatment, recuperation, or therapy or otherwise in outpatient status or on the temporary disability retired list, for a serious injury or illness”; or
- A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.
- “Serious injury or illness” means:
 - In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating; and
 - In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered servicemember, means a qualifying (as defined by the Secretary of Labor) injury or illness incurred by a covered servicemember in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank or rating.

Amount of Leave – Qualified Exigency

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

Amount of Leave – Military Caregiver

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

Leave taken for any FMLA reason counts towards the 26-week entitlement. If an employee does not take all 26 workweeks of leave to care for a covered servicemember during this “single 12-month period,” the remaining part of the 26 workweeks of leave entitlement to care for the covered servicemember is forfeited. 29 C.F.R. § 825.127(e)(1) (2017).

Certification of Qualifying Exigency for Military Family Leave

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

Certification for Serious Injury or Illness of Covered Servicemember for Military Family Leave

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

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

11.22 Reasonable Unpaid Work Time for Nursing Mothers

Nursing mothers are provided reasonable unpaid break time to express milk for nursing her child for one year after the child's birth. The City will provide a room (other than a bathroom) as close as possible to the employee's work area, that is shielded from view and free from intrusion from co-workers and the public and includes access to an electrical outlet, where the nursing mother can express milk in private.

SECTION 12: WORKPLACE MODIFICATIONS

12.1 Reasonable Accommodation for Disability

The City is committed to the fair and equal employment of people with disabilities. Reasonable accommodation is the key to this non-discrimination policy. While many individuals with disabilities can work without accommodation, other qualified applicants, and employees face barriers to employment without the accommodation process. It is the policy of the City to reasonably accommodate qualified individuals with disabilities unless the accommodation would impose an undue hardship. In accordance with the Minnesota Human Rights Act and the Americans with Disabilities Act, accommodations will be provided to qualified individuals with disabilities when such accommodations are directly related to performing the essential functions of a job, competing for a job, or to enjoy equal benefits and privileges of employment. This policy applies to all applicants, employees, and employees seeking promotional opportunities.

Definitions

Disability

For purposes of determining eligibility for a reasonable accommodation, a person with a disability is one who has a physical or mental impairment that materially or substantially limits one or more major life activities.

Reasonable Accommodation

A reasonable accommodation is a modification or adjustment to a job, an employment practice, or the work environment that makes it possible for a qualified individual with a disability to enjoy an equal employment opportunity.

Examples of accommodations may include acquiring or modifying equipment or devices; modifying training materials; making facilities readily accessible; modifying work schedules; and reassignment to a vacant position.

Reasonable accommodations apply to three aspects of employment:

- To assure equal opportunity in the employment process;
- To enable a qualified individual with a disability to perform the essential functions of a job; and
- To enable an employee with a disability to enjoy equal benefits and privileges of employment.

Undue hardship

An undue hardship is an action that is unduly costly, extensive, substantial, or disruptive, or that would

fundamentally alter the nature or operation of the City.

12.2 Procedures

Procedure for Current Employees and Employees Seeking Promotion

- The City will inform all employees that this accommodation policy can be made available in accessible formats.
- The employee shall inform the City Manager of the need for an accommodation.
- The City Manager may request documentation of the individual's functional limitations to support the request. Any medical documentation must be collected and maintained on separate forms and in separate, locked files. No one will be told or have access to medical information unless the disability might require emergency treatment.
- When a qualified individual with a disability has requested an accommodation, the employer shall, in consultation with the individual:
 1. Discuss the purpose and essential functions of the particular job involved. Completion of a step-by-step job analysis may be necessary.
 2. Determine the precise job-related limitation.
 3. Identify the potential accommodations and assess the effectiveness each would have in allowing the individual to perform the essential functions of the job.
 4. Select and implement the accommodation that is the most appropriate for both the individual and the employer. While an individual's preference will be given consideration, the City is free to choose among equally effective accommodations and may choose the one that is less expensive or easier to provide.
 5. The City Manager or designee will work with the employee to obtain technical assistance, as needed.
 6. The City Manager or designee will provide a decision to the employee within a reasonable amount of time.
 7. If an accommodation cannot overcome the existing barriers or if the accommodation would cause an undue hardship on the operation of the City, the employee and the City Manager or his or her designee(s) shall work together to determine whether reassignment may be an appropriate accommodation.

Procedure for Job Applicants

- The job applicant shall inform the City Manager or designee of the need for an accommodation and they will discuss the needed accommodation and possible alternatives with the applicant.
- The City Manager or designee will make a decision regarding the request for accommodation and, if approved, take the necessary steps to see that the accommodation is provided.

Procedure for Determining Undue Hardship

- The employee will meet with the City Manager or designee to discuss the requested accommodation.
- The City Manager or designee will review undue hardships by considering the following:
 1. The nature and cost of the accommodation in relation to the size, the financial resources, and the nature and structure of the operation; and
 2. The impact of the accommodation on the nature or operation of the City.
 3. The City Manager or designee will provide a decision to the employee.

Appeals

Employees or applicants who are dissatisfied with the decision(s) pertaining to his/her accommodation request may initiate a grievance under the grievance procedure in these policies. If the individual believes the decision is based on discriminatory reasons, then they may address their concerns internally through the City's internal workplace issues resolution policy in these policies.

Supported Work

The City will review vacant positions and assess the current workload and needs of the City to determine if job tasks might be performed by a supported employment worker(s).

12.3 Reasonable Accommodations to an Employee for Health Conditions Relating to Pregnancy

The City will attempt to provide a female employee who requests reasonable accommodation with the following for her health conditions related to her pregnancy or childbirth:

- More frequent restroom, food, and water breaks;
- Seating;
- Limits on lifting over 20 pounds and/or temporary transfer to a less strenuous or

hazardous position, should one be available.

Unless such accommodations impose an undue hardship on the City, the City will engage in an interactive process with respect to an employee's request for a reasonable accommodation.

12.4 Reasonable Accommodation for Religion

The City respects the religious beliefs and practices of all employees and will make, upon request, an accommodation for such observances when a reasonable accommodation is available that does not create an undue hardship on the City's business.

An employee whose religious beliefs or practices conflicts with his/her job, work schedule, or with the City's policy or practice on dress and appearance, or with other aspects of employment and who seeks a religious accommodation must submit a written request for the accommodation to his/her Department Director. The written request will include the type of religious conflict that exists and the employee's suggested accommodation.

The Department Director will evaluate the request considering whether a work conflict exists due to a sincerely held religious belief or practice and whether an accommodation is available which is reasonable and which would not create an undue hardship on the City's business. An accommodation may be a change in job, using paid leave or leave without pay, allowing an exception to the dress and appearance code which does not impact safety or uniform requirements, or for other aspects of employment. Depending on the type of conflict and suggested accommodation, the Director may confer with the City Manager or his or her designee(s).

The Department Director and employee will meet to discuss the request and decision on an accommodation. If the employee accepts the proposed religious accommodation, the immediate supervisor will implement the decision. If the employee rejects the proposed accommodation, he/she may appeal following the City's general grievance policy and procedure.

12.5 Short-Term Modified Duty Assignment

This policy is to establish guidelines for temporary assignment of modified duties to employees who are unable or limited in performing their essential functions due to a temporary medical condition. A modified assignment is evaluated by the City Manager or designee on a case-by-case basis. This policy does not guarantee any modifications to an assignment.

Purpose

Such assignments are for temporary medical conditions; assignment of it is at the discretion of the City Manager or designee. The City Manager or designee reserves the right to determine when and if modified duties will be assigned.

Procedure

When an employee is unable or limited in performing their essential functions on a temporary basis due to a medical condition, he/she will notify the supervisor in writing as to the nature and extent of the medical condition, the reason why he or she is unable to or is limited in performing their essential functions, and a request for a modified assignment. This notice **must** be accompanied by a qualified medical provider's written document containing a diagnosis, limitations, current treatment, any work restrictions related to the medical condition, and the expected time frame regarding return to work with no restrictions and meeting all essential requirements and functions of the City's job description. Upon receipt of the written request, the supervisor must forward a copy of the written document to the City Manager or his or her designee(s).

The City may require a medical examination conducted by a qualified medical provider selected by the City to verify the diagnosis and limitations, current treatment, expected length of the temporary medical condition, and work restrictions. It is at the discretion of the City Manager or his or her designee(s) whether or not to assign modified duties to the employee. Although this policy is handled on a case-by-case basis, such assignments will be short-term and not generally be approved beyond six months.

If the City offers a modified assignment to an employee who is on leave related to a condition for which the employee is receiving workers' compensation benefits, the employee may be subject to penalties if he or she refuses such work.

Review

The circumstances of each employee assigned to perform modified duties will be reviewed regularly, which may include a request to provide updated medical information related to the condition and limitations. Any modified work assignment may be modified or discontinued at any time.

Non Full-Time Employees

(e.g., seasonal, temporary, paid on-call)

A request for restricted duty is reviewed on the expectation that the work restriction will last for 3 working days or fewer, and that the employee will be able to return to full performance of their regular duties and responsibilities. An extension may be granted up to a total of 7 working days if restricted duty is available and consistent with the standards and procedures stated in this policy, position description, and as recommended by the Department Director and approved by the City Manager. If the employee is unable to return to full performance of regular duties and responsibilities after 3 working days (or 7 working days if an extension is granted by the City Manager), the employee must provide a physician's report containing a diagnosis, current treatment, and any work restrictions related to the temporary disability. Periodic reports from a medical provider may be required.

SECTION 13: 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 are exposed to disrespectful behavior, and even violence, by the very nature of their jobs.

13.1 Applicability

Maintaining a respectful work environment is a shared responsibility. This policy is applicable to all City employees, volunteers, members of boards and commissions, and City Councilmembers.

13.2 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 their 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.

13.3 Types of Disrespectful Behavior

The following behaviors are unacceptable and therefore prohibited, even if not unlawful in and of themselves:

Violent Behavior

Includes the use of physical force, harassment, bullying, or intimidation.

Discriminatory Behavior

Includes inappropriate remarks about or conduct related to a person's race, color, creed, religion, national origin, disability, sex, pregnancy, childbirth, or related medical conditions, gender-biased statements, such as stereotypes about women or men, sexual orientation, marital status, age, sexual orientation, gender identity, or gender expression, familial status, or status with regard to public assistance, veteran status, membership on a local human rights commission, reserve or National Guard status, military status, citizenship, or any other basis protected by law, except where there is a bona fide occupational qualification.

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, taking into account the sensibilities of employees and the possibility of public reaction.

Although the standard for how employees treat each other and the general public will be the same throughout the City, there may be differences between work groups about what is appropriate in other circumstances unique to a work group. If an employee is unsure whether a particular behavior is appropriate, the employee should request clarification from their supervisor or the City Manager.

Sexual Harassment

This policy statement is intended to make all employees, volunteers, members of boards and commissions, and elected officials sensitive to the matter of sexual harassment, to express the City's strong disapproval of unlawful sexual 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.

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.

Examples of inappropriate behaviors that are unacceptable and therefore prohibited, even if not unlawful in and of themselves include: unwanted physical contact; unwelcome sexual jokes or comments; sexually explicit posters or pinups; repeated and unwelcome requests for dates or sexual favors; sexual gestures or any indication, expressed or implied, that job security or any other condition of employment depends on

submission to or rejection of unwelcome sexual requests or behavior. In summary, sexual harassment is the unwanted, unwelcome or repeated action of an individual against another individual, using sexual overtones.

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.

Expectations: The City of Waseca recognizes the need to educate its employees, volunteers, members of boards and commissions, and elected officials 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. City Manager;
3. Mayor or City Councilmember.

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 their discretion to call 911, and as soon as feasible, a supervisor.

Communicate to the harasser that 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.

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.

To reiterate, it's important you notify a supervisor, the City Manager, the Mayor, or Councilmember of your concerns. 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 Manager, the Mayor, or the City Attorney.

The City urges conduct that 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 that 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 Manager. If the City Manager 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 action to correct any and all reported harassment to the extent evidence is available to verify the alleged harassment and any related retaliation. All allegations will be investigated. 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.

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.

13.4 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.

13.5 Access to Gender-Segregated Activities and Areas

With respect to all restrooms, locker rooms or changing facilities, employees will have access to facilities that correspond to their affirmed gender identity, regardless of their sex at birth. The City maintains separate restroom and/or changing facilities for male and female employees and allows employees to access them based on their gender identity.

In any gender-segregated facility, any employee who is uncomfortable using a shared facility, regardless of the reason, will, upon the employee's request, be provided with an appropriate alternative. This may include, for example, addition of a privacy partition or curtain, provision to use a nearby private restroom or office, or a separate changing schedule. The City will not require a transgender or gender diverse employee to use a separate, nonintegrated space, unless requested by the transgender or gender diverse employee, because it may publicly identify or marginalize the employee as transgender.

Under no circumstances may employees be required to use sex-segregated facilities that are inconsistent with their gender identity.

13.6 Employee Response to Disrespectful Workplace Behavior

All employees should feel comfortable calling their supervisor or another manager to request assistance should they not feel comfortable with a situation. If situations involve violent behavior, call the police or ask the individual to leave the area.

If employees see or overhear a violation of this policy, employees should advise a supervisor, the City Manager, 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 their discretion to call 911, and as soon as feasible, a supervisor.

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 or City Manager. 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 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 Manager, the Mayor or Councilmember of promptly of your concerns. 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 Manager.

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 Manager or the Mayor.

13.7 Employer 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 Department Director and City Manager, 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 their 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 Data Practices Act.

Step 2

If a formal investigation is warranted, the individual alleging a violation of this policy will be interviewed to discuss the nature of the allegations. The person being interviewed may have someone of their 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.

Step 3

The supervisor must notify the City Manager about the allegations (assuming the allegations do not involve the City Manager).

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.

13.8 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 Manager who will determine how to proceed in addressing the complaint as well as appropriate discipline.

If the City Manager 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 Manager and referred to the City Attorney who will undertake the necessary investigation. The City Attorney will report their findings to the City Council, which will take the action it deems appropriate.

Pending completion of the investigation, the City Manager may at their discretion take appropriate action to protect the alleged victim, other employees, or citizens.

If an elected or appointed City official (e.g., Councilmember or commission member) is the victim of disrespectful workplace behavior, the City Attorney will be consulted as to the appropriate course of action.

13.9 Confidentiality

A person reporting or witnessing a violation of this Disrespectful Workplace 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).

13.10 Retaliation

The City of Waseca does not tolerate retaliation or intimidation directed toward anyone who makes a complaint of employment discrimination, who serves as a witness or participates in an investigation, or who is exercising their rights, including when requesting religious or disability accommodation. 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, report your concern immediately to any of the following:

- Immediate supervisor;
- City Manager;
- Mayor or City Councilmember

In the event an employee feels retaliation has occurred by the City Manager 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 Manager, or if the complaint is against the City Manager to the City Attorney, who will decide how to proceed in addressing the complaint.

13.11 Possession and Use of Dangerous Weapons

Possession or use of a dangerous weapon (see definitions section) is prohibited on City property, in City vehicles, or in any personal vehicle that 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.

SECTION 14: SEPARATION FROM SERVICE

14.1 Resignation

Employees wishing to leave City employment in good standing must provide a written resignation notice to their supervisor at least 14 calendar days in advance. Exempt and supervisory employees must give 30 calendar days' notice. The written resignation must state the effective date of the employee's resignation. The Department Director and City Manager may waive the notice requirement if it is determined to be in the best interest of the City. An employee's effective date of resignation cannot be changed, unless authorized by the City Manager.

Unauthorized absences from work for a period of 3 consecutive work days 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.

14.2 Retirement

Employees wishing to retire must provide a written notice to their supervisor at least 60 calendar days before retirement. The Department Director and City Manager may waive the notice requirement if it is determined to be in the best interest of the City.

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

14.3 Vacation and Compensatory Time

Employees who leave the employ of the City in good standing by retirement or resignation will receive pay for 100% of accumulated, unused accrued vacation. All employees who leave employment with the City will receive 100% of accumulated, unused compensatory time.

14.4 Severance Pay

Employees retiring and leaving employment in good standing after reaching the minimum age established by the Public Employee Retirement Act shall receive 42 percent of their accumulated sick leave as severance pay. Severance pay must be remitted by the City to the Minnesota State Retirement System to be deposited in a Post-Retirement Health Care Savings Plan for the employee as authorized and governed by Minnesota Statutes Section 352.98. The employee does not have the option of receiving these funds in cash or having them applied for any other purpose. No employer contribution shall be made to the Plan, and the City shall have no responsibility or liability for management or disbursement of any funds remitted to the Plan.

In the event of death or permanent disability, employees or their legal survivors shall receive this severance pay.

14.5 Layoffs

The City Manager will make decisions about layoffs based on the City's needs and on the performance, knowledge, skills, and abilities of employees first, and seniority will be used as a secondary consideration.

SECTION 15: DISCIPLINE

The City attempts to prevent the necessity for discipline by orienting employees to City rules and regulations and by working with the employee in areas of job performance. Employees and supervisors should review job expectations and performance on a regular basis.

Supervisors and Department Directors 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 Waseca. City employees are 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 other applicable City policies.

Several offenses committed by an employee need not be treated as separate counts. One disciplinary action, perhaps more severe than would be administered for only one offense, may be initiated. Although one disciplinary action may be imposed for several offenses, each offense will be discussed with the employee and documented for the employee's personnel file.

Discipline is 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 Manager investigate any allegations on which disciplinary action might be based before any disciplinary action is taken.

15.1 No Contract Language Established

This policy is not to be construed as contractual terms and is intended to serve only as a guide for employment discipline.

15.2 Process

The City may elect to use progressive discipline with any 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 he/she performs.

Documentation of disciplinary action taken is placed in the employee's personnel file with a copy provided to the employee.

The following are types of disciplinary actions:

- Oral Reprimand
- Written Reprimand

City of Waseca Personnel Policies

Adopted: 12/1/2020
Effective: 1/1/2021
Updated: ~~6/6/2023~~ 12/19/2023

- Suspension With or Without Pay
- Demotion and/or Transfer
- Salary Change
- Discharge

SECTION 16: GRIEVANCE PROCEDURE

16.1 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

An employee with a grievance should speak with their supervisor about their concerns within 10 calendar days of the alleged violation or dispute. When any employee grievance comes to the attention of a supervisory employee, the supervisor will discuss all relevant circumstances with the employee, consider and examine the causes of the grievance, consult with the Department Director, and attempt to resolve it to the extent of the supervisor's authority.

Step 2

If the grievance is not resolved in 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 next higher administrative level (up to and including the City Manager) within 10 calendar days after the discussion with the supervisor. The grievance recipient will respond to the employee in writing within 10 calendar days of receiving the complaint.

Step 3

If the grievance has not been settled in accordance with Step 2, 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 Manager within 10 calendar days after the response in Step 2 was due. The City Manager or his/her designee will respond to the employee in writing within 30 calendar days. The decision of the City Manager 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.

16.2 Hearing

Employees have a right to a hearing in cases of suspensions of 5 or more days, terminations, or demotions, upon written request of the employee within 5 business days of the date of the request, unless the employee and the City mutually agree to another date. Removal of veterans may be made only for incompetence or misconduct shown after a hearing with due notice (M.S. 197.46).

16.3 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; and
- Pay increases or lack thereof.

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

16.4 Sexual Harassment

If the grievance relates to sexual harassment, this procedure does not apply. The procedure set out in the Sexual Harassment policy take precedence.

SECTION 17: EMPLOYEE EDUCATION AND TRAINING

The City promotes staff development as an essential, ongoing function needed to maintain and improve cost-effective quality service to residents. The purposes for staff development are to ensure that employees develop and maintain the knowledge and skills necessary for effective job performance and to provide employees with an opportunity for job enrichment and mobility.

The City will pay for the costs of an employee's participation in training and attendance at professional conferences, provided that attendance is approved in advance under the following criteria and procedures.

17.1 Job-Related Training and Conferences

The subject matter of the training session or conference must be directly job-related and relevant to the performance of the employee's work responsibilities. Responsibilities outlined in the job description, annual work program requirements, and training goals and objectives that have been developed for the employee will be considered in determining if the request is job-related.

The supervisor and the City Manager are responsible for determining job-relatedness and approving or disapproving training and conference attendance. Attendance at professional meetings requires the approval of the supervisor and Department Director. Advance supervisor approval is required to ensure adequate department coverage.

17.2 Procedure for Participation in Training and Conferences

The request for participation in a training session or conference must be submitted in writing to the employee's supervisor. All requests must include an estimate of the total cost (training session, travel, meals, etc.) and a statement of how the education or training is related to the performance of the employee's work responsibilities with the City.

Payment information such as invoices, billing statements, etc., regarding the conference or training should be forwarded to Finance for prompt payment. No cash advances are provided for training or travel expenses.

17.3 Compensation for Travel and Training Time

Time spent traveling to and from, as well as time spent attending a training session or conference, are compensated in accordance with the federal Fair Labor Standards Act.

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

17.4 Memberships and Dues

The purpose of memberships to various professional organizations must be directly related to the betterment of the services of the City. Normally, one City membership per agency, as determined by the Department Director is allowed, providing funds are available.

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

17.5 Travel and Meal Allowance

If employees are required to travel outside of the area in performance of their duties as a City employee, they receive reimbursement of expenses for airfare, meals, lodging and necessary expenses incurred. However, the City does 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.

All receipts submitted for reimbursement must be itemized.

Employees who find it necessary to use their private automobiles for City travel and who do not receive a car allowance are reimbursed at the prevailing mileage rate as established by the City Council, not to exceed the allowable IRS rate. Employees need pre-approval for mileage reimbursement if they choose to use their private vehicle rather than an available City vehicle.

Meals

Reasonable expenses for meals, including sales tax and gratuity, are reimbursed according to this policy. Gratuity reimbursement is limited to 15%. No reimbursement is made for alcoholic beverages. Generally, meal expenses should not exceed \$13 for breakfast, \$14 for lunch, and \$23 for dinner. A full reimbursement, over the maximum defined, may be authorized if a lower cost meal is not available when attending banquets, training sessions, or meetings of professional organizations. Unauthorized amounts that are more than the amounts stated must be repaid to the employer or treated as a taxable benefit.

Lodging

Lodging expenses include actual reasonable costs of lodging while away on approved travel or training. The amount of reimbursement for an individual attendee of a conference or meeting will normally be the least expensive single room rate available at the location of the conference, or the actual cost incurred, whichever is less.

If two representatives of the same gender are attending the same approved event and choose to share lodging, the maximum reimbursement expense will normally be the lowest two-bed, double-room rate at the conference site or the actual expense incurred, whichever is less (one room for two attendees).

Lodging reservations must be made using a City credit card.

Airline Travel

The City Manager or designee must approve all requests for air travel.

Whenever public funds are used to pay for airline travel by an elected official or City employee, all incentives issued by any airline must accrue to the benefit of the City. Examples include frequent flyer vouchers, fare credit, free tickets, or reduced fare. In the event that the issuing airline will not honor a transfer of an incentive, the individual official or employee must report the receipt of the incentive to the Finance Department within 90 days of receipt.

This policy applies to all business-related airline travel, regardless of where or how the airline tickets are purchased.

Airline reservations must be made using a City credit card.

SECTION 18: OUTSIDE EMPLOYMENT

The potential for conflicts of interest is lessened when individuals employed by the City of Waseca 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 Manager.

Any City employee accepting employment in an outside position that is determined by the City Manager to be in conflict with the employee's City job will be required to resign from the outside employment or may be subject to discipline up to and including termination.

For the purpose of this policy, outside employment refers to any non-City employment or consulting work for which an employee receives compensation, except for compensation received in conjunction with military service or holding a political office or an appointment to a government board or commission that is compatible with City employment. The following is to be considered when determining if outside employment is acceptable:

- Outside employment must not interfere with a full-time employee's availability during the City's regular hours of operation or with a part-time employee's regular work schedule.
- Outside employment must not interfere with the employee's ability to fulfill the essential requirements of his/her position, including on-call and call-back work.
- 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 Manager.

City employees are not permitted to accept outside employment that creates either the appearance of or the potential for a conflict with the development, administration or implementation of policies, programs, services, or any other operational aspect of the City.

SECTION 19: COMMUNICATIONS, PRIVACY, AND SECURITY

19.1 Data Practices

All data collected, received, or maintained by the City, including data collected, received, or maintained by City employees are governed by the Minnesota Government Data Practices Act (“MGDPA”). All employees must exercise extreme care to maintain data in accordance with the provisions of that law. Employees **shall never** release any private, nonpublic, or confidential data to any non- City employee (including, but not limited to, employees’ families, friends, and spouse) or to any City employee not officially concerned with the information.

If an employee is uncertain whether data is public or nonpublic, private or whether the data can be released, accessed or discussed, the employee **must** consult with their supervisor or the City Manager and the applicable policies and provisions of the MGDPA.

An employee found to have violated the Data Practices Act or the provisions of this section may be subject to disciplinary action, up to and including immediate termination.

19.2 Personnel File

Human Resources will maintain a personnel file on each employee. These files are maintained in accordance with the Minnesota Government Data Practices Act and other laws related to the collection and retention of information. Personnel files are generally available for the employee’s review during the City Manager’s regular office hours. The City will release copies of records in the personnel file only in accordance with the Minnesota Government Data Practices Act.

19.3 Communications

Official Communications

All City employees have a responsibility to help communicate accurate and timely information to the public about City business 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 a communication should bring the error to the City Manager 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.

With the exception of routine events and basic information that is readily available to the public, all requests for interviews or information from the media are to be routed through the City Manager. No City employee is authorized to speak on behalf of the City without prior authorization from the City Manager or his or her designee. Media requests include anything intended to be published or viewable to others in

some form such as television, radio, newspapers, newsletters, and web sites. When responding to media requests, employee 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 Manager 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 Manager. 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 Manager. When/if the City Council 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 Council.
- All information must be respectful, professional and truthful. Corrections must be issued when needed.
- Personal opinions generally don’t belong in official City statements. One exception is communications related to promoting a City service. For example, if an employee posted 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 Manager on this topic.
- Employees need to notify and receive approval from the City Council if they will be using their personal technology (cell phones, home computer, cameras, etc.) for City business. Employees should be aware that the data transmitted or stored may be subject to the Data Practices Act.

Personal Communications

It is important for City employee to remember that the personal communications of employees may reflect on the City, especially if employees are commenting on City business. The following guidelines apply to

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

- Remember that what you write is public, and will be so for a long time. It may also be spread to large audiences. Use common sense when using email or social media sites. It is a good idea to refrain from sending or posting information that you would not want your boss or other employees to read, or that you would be embarrassed to see in the newspaper.
- The City expects its employees to be truthful, courteous and respectful towards citizens, customers and other persons associated with the City. Do not engage in name-calling or personal attacks.
- If you publish something related to City business, identify yourself and use a disclaimer such as, "I am an employee of the City. However, these are my own opinions and do not represent those of the City."
- City resources, working time, or official City positions cannot be used for personal profit or business interest, or to participate in personal political activity. For example, a fiscal clerk could not use the City's logo, email or working time to promote his/her side business as an accountant.
- Personal social media account name or email names should not be tied to the City.

19.4 Monitoring and Inspection

There is no general or specific expectation of privacy in the workplace, either on the premises of the city or while on duty. In general, employees should assume that what they do while on duty or on the City premises is not private.

In public spaces and where the City assigns offices, vehicles, cubicles, desks, file cabinets, drawers, lockers, or other work spaces and storage areas to an employee, those public spaces, work spaces and storage areas continue at all times to belong to the City and may be monitored and inspected at any time without the consent or knowledge of the employee in a public space or to whom the work spaces and storage areas may be assigned. Monitoring of these spaces and areas may include video or electronic surveillance. The contents of such surveillance is intended to and may be used for, among other things, determining whether a workplace standard has been violated and in disciplinary proceedings and may be disclosed to appropriate individuals and entities involved in making such a determination and disciplinary proceedings.

No employee should consider any of these areas, or any compartment within these areas, as belonging to the employee or otherwise to be areas private to the employee, even if the employee uses his own lock or other security device.

Employees who bring personal property into or onto the facilities or vehicles of the City should understand that such personal property may also become the subject of a workplace inspection. Because employees are presumed to use the facilities of the City to conduct the business of the City, employees should be aware that personal storage or conveyance items such as briefcases and file folders owned by the employee may be deemed to contain the property of the City and may be included in routine or focused workplace inspections.

The City reserves the right to conduct inspections to monitor compliance with rules concerning safety of employees, security of the city and individual property, drugs and alcohol, and possession of other prohibited items. "Prohibited items" includes illegal drugs, alcoholic beverages, prescription drugs or medications not used or possessed in compliance with a current valid prescription, weapons, any items of an obscene, harassing, demeaning, or violent nature, and any property in the possession or control of an employee who does not have authorization from the owner of such property to possess or control the property. "Control" means knowing where a particular item is, having placed an item where it is currently located, of having any influence over its continued placement. In addition to the City premises, the City may search employees, their work areas, lockers, personal vehicles if driven or parked on City property, and other personal items such as bags, purses, briefcases, backpacks, lunch boxes, and other containers. In requesting a search, the City is by no means accusing anyone of theft, some other crime, or any other variety of improper conduct.

All employees of the city are subject to this policy. However, any given search may be restricted to one or more specific individuals, depending upon the situation. Searches may be done on a random basis or based upon reasonable suspicion. "Reasonable suspicion" means circumstances suggesting to a reasonable person that there is a possibility that one or more individuals may be in possession of a prohibited item as defined above. Any search under this policy will be done in a manner protecting employees' privacy, confidentiality, and personal dignity to the greatest extent possible. The City will respond severely to any unauthorized release of information concerning individual employees.

No employee will ever be physically forced to submit to a search. However, an employee who refuses to submit to a search will face disciplinary action, up to and possibly including immediate termination of employment.

SECTION 20: ACCEPTABLE USE POLICY FOR TELEPHONE, COMPUTER, AND NETWORK SYSTEMS

Employees are required to check and respond to their e-mail as well as change/update their telephone voice-mail message and respond to such messages, as applicable and necessary to carry out their duties as City employees in a prompt and appropriate manner, including providing notice of vacation and other leaves.

20.1 Use of Telephone

This policy is intended to define acceptable and unacceptable uses of cellular telephones. Its application is to ensure cellular phone use is consistent with the best interest of the City without unnecessary restriction of employees in the conduct of their duties. This policy will be implemented to prevent the improper use or abuse of cellular phones and to ensure that City employees exercise the highest standards of propriety in their use.

General Policy

City-issued cellular telephones are City equipment and intended for the use of City employees in the conduct of their work for the City. Supervisors are responsible for the cellular telephones assigned to their employees and will exercise discretion in their use.

Use of public resources by City employees for personal gain and/or private use including, but not limited to, outside employment or political campaign purposes, is prohibited and subject to disciplinary action which may include termination and/or criminal prosecution, depending on the circumstances. Incidental and occasional personal use may be permitted with the approval of the supervisor.

The City reserves the right to inspect any data, emails, social media content, files, settings or any other aspect or access made by a City-owned cellular telephone and will do so on an as needed basis as determined by the City Manager.

Employees must care for the equipment in a responsible manner and take appropriate precautions to prevent theft, damage and vandalism. In the event a City-owned cell phone is lost or stolen, the employee is responsible for reporting it to their supervisor as soon as possible.

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

- Only City employees may use City-owned equipment. Family members or friends of employees are not allowed to use City equipment or technology resources.
- Personal use must take place during non-work hours (breaks, lunch hour, before or after work). Personal use should never preempt work use.

- Reasonable use of City cellular telephones for personal communications is allowable, provided it does not interfere with an employee's normal work and is consistent with all provisions in this policy.
- If an employee wants to use or connect their own peripheral tools or equipment to City-owned cellular telephones (such as digital cameras, PDAs, disks, cell phones, mp3 players or flash drives), they must have prior approval from their supervisor and must follow provided directions for protecting the City's equipment.
- The City may inspect any data or information stored on its equipment or network, even if the information is personal to the employee.
- Use of City equipment or technology for personal business interests, for-profit ventures, political activities or other uses deemed by the City Manager to be inconsistent with City activities or otherwise impermissible under other City policies is not allowed. If there is any question about whether a use is appropriate, it should be forwarded to the City Manager for a determination.

In cases where the City does not regard accounting for personal calls to be unreasonable or administratively impractical due to the minimal cost involved, personal calls made by employees on a City-provided cellular phone must be paid for by the employee through reimbursement to the City based on actual cost listed on the City's phone bill.

Personal Calls

During working time, employees are expected to keep the number and length of personal calls at a minimum.

Long Distance Personal Calls

Any personal long-distance calls placed by an employee must be reported to the City Manager. The City must be reimbursed by the employee for the cost of any long-distance personal calls.

Cellular Telephones

Cellular telephones may be used for conducting City business at locations or in situations where a regular telephone is not available. If a regular telephone is accessible, it should be used rather than the cellular telephone.

Cellular Phone Use

The City has determined that certain employees are required to be accessible by cellular telephone at all times. Department Directors have the option of providing a City-funded cellular telephone to certain employees or alternatively, may opt to provide a monthly cash stipend to partially defer the cost of an employee's personal cell phone used for City-related activities. This policy outlines the specific requirements and restrictions related to City-owned cellular telephones and establishes eligibility criteria for employees who may receive a monthly in-lieu stipend.

Eligible Employees As determined by Department Directors, certain City employees may be required to be accessible at all times due to the nature of their position, job function, or duties. To facilitate this accessibility, Department Directors have the option to either issue these employees a City-owned cellular telephone or provide the employee with a monthly stipend to assist in offsetting the cost of using their personal cellular telephones to conduct City business activities.

Issuance of City-Owned Mobile Telephones Under certain circumstances, it may be necessary for certain City employees to be issued a City-owned cellular telephone. These circumstances may be due to an anticipated high volume of business-related calls at all hours of the day to conduct City business at the discretion of the Department Director, due to the transient nature of some functions, or for safety reasons. Eligible employees may include certain Police Officers, Department Directors, Supervisors, Public Works and Utilities employees, or other employees who may need to respond in emergency situations or who may use cellular telephones on a constant basis during the course of a workday and/or during off duty hours, as determined by their Department Director.

Department Directors will determine which of their employees should be issued a City-owned cellular telephone based on the amount of expected usage or due to other job- or cost-related factors.

Cellular telephones are intended for the use of employees in the conduct of their work for the City. Department Directors are responsible for the cellular telephones assigned to their employees, and all employees will exercise discretion in their use. Nothing in this policy limits Department Director discretion to allow reasonable and prudent personal use of such telephones or equipment provided that:

- Its use in no way limits the conduct of work of the employee or other employees.
- No personal profit is gained by the employee and, there is no additional cost to the City.
- No outside employment or entity (profit or non-profit) is served.

A Department Director may authorize an employee to use his/her own personal phone for City business and be reimbursed by the City for those calls. An employee will not be reimbursed for business-related calls without prior authorization from his/her supervisor.

Department Directors may also prohibit employees from carrying their own personal cell phones during working hours if it interferes with the performance of their job duties.

Use of public resources by City employees for personal gain and/or private use including, but not limited to, outside employment or political campaign purposes, is prohibited and subject to disciplinary action that may include termination and/or criminal prosecution, depending on the circumstances. Incidental and occasional personal use may be permitted with the consent of the Department Director.

Personal calls will be made or received only under brief circumstances. Such calls must not interfere with working operations and are to be completed as quickly as possible.

Employees are responsible to report any damaged or misplaced cellular equipment to their Department Director within one business day of the damage or loss. A replacement phone will be issued as soon as possible. Employees may be responsible to pay for the replacement of damaged or lost equipment if it is determined by the Department Director that the loss or damage was due to the employee's negligence. Normal wear and tear is to be expected and will not be considered negligent use.

Cellular Telephone Stipend Program Department Directors may opt to approve a monthly stipend in lieu of a City-issued cellular phone to those employees who are required to be available at all times, but do not make or receive a high volume of cellular telephone calls. An employee may request a stipend; approval is at the sole discretion of the Department Director. The stipend is to partially offset the cost of an employee's personal cellular telephone used for City business. This stipend will also help reduce the City's direct and indirect cost to provide and maintain City-owned cellular telephones.

Department Directors are responsible for determining whether certain employees are required to be accessible at all times and, if so, whether it would be more cost effective to issue these employees a City-owned cellular telephone. If the Department Director determines that the expected phone usage does not warrant the issuance of a City-owned cellular telephone, the employee may be eligible to receive a monthly in-lieu stipend. This stipend will be paid on a monthly basis. Department Directors retain the right to decide whether an employee should receive a City-issued cellular phone, a stipend, or neither.

In order to qualify to receive this stipend, eligible employees are required to provide their own cellular telephone and maintain an active cellular telephone account for as long as they are required to be accessible. Employees under the stipend program may be asked to show proof of a cellular telephone account, such as a monthly bill, at any time. Employees are also required to provide their personal cellular telephone number to their Department Director, the City Manager, and other City staff as determined by their Department Director. In addition, for those employees who are expected to respond to a 24-hour answering service or the Waseca County Dispatch Center, their active cellular telephone number shall be provided under all circumstances. Any change to an employee's personal cellular telephone number is to be reported to the Department Director within 24 hours of the change. Employees are required to carry the cell phone on their person on-duty and off-duty and are required to immediately answer all calls received in order to conduct City business in an efficient and effective manner as determined by the Department Director.

Procedures

It is the objective of the City to prevent and correct any abuse or misuse of cellular telephones through the application of this policy. Employees who abuse or misuse such telephone may be subject to disciplinary action.

Responsibility

The City Manager or designee will have primary responsibility for implementation and coordination of this policy. All supervisors will be responsible for enforcement within their departments.

This policy applies to all City drivers while operating a company vehicle. The purpose of this policy is to promote a safe work environment and increase public safety. The policy provides guidelines to employees for the use of personal mobile communication devices while operating a vehicle.

This policy applies to both incoming and outgoing communication via personal mobile devices.

Use of a personal mobile device while driving is restricted to the vehicle parked in a safe location and during employee breaks. Text messaging or internet usage while driving is prohibited. Failure to follow this policy may result in disciplinary action up to and including termination.

20.2 Computer Use Policy

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

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

All employees are responsible for reading and following information that may be distributed from time-to-time by Administration and/or our technology consultants about appropriate precautions to protect City systems.

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

Personal Use

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

- Only City employees may use City-owned equipment. Family members or friends of employees are not allowed to use City equipment or technology resources.
- Personal use must take place during non-work hours (breaks, lunch hour, before or after work). Personal use should never preempt work use. Reasonable use of City email systems for personal correspondence is allowable, provided it does not interfere with an employee's normal work and is consistent with all provisions in this policy. Employees should treat this privilege as they would the ability to make personal phone calls during work hours.
- Reasonable use of the City's access to the Internet for personal reasons is allowable, provided it doesn't interfere with normal work and is consistent with all provisions in

this policy.

- If an employee wants to use or connect their own peripheral tools or equipment to City-owned systems (such as digital cameras, PDAs, disks, cell phones, mp3 players or flash drives), they must have prior approval from their supervisor and must follow provided directions for protecting the City's computer network.
- Files from appropriate personal use of the City's equipment may be stored on your computer's local hard drive, providing the size of all personal files does not exceed 50MB. At no time may personal files that contain copyright material, such as mp3 files or photos, be stored on City computer systems. The City may inspect any data or information stored on its equipment or network, even if the information is personal to the employee.
- Use of City equipment or technology for personal business interests, for-profit ventures, political activities or other uses deemed by the City Manager to be inconsistent with City activities is not allowed. If there is any question about whether a use is appropriate, it should be forwarded to the City Manager for a determination.

Software, Hardware, Games and Screen Savers

In general, all software and hardware required for an employee to perform his or her job functions will be provided by the agency. Requests for new or different equipment or software should be made to your supervisor, department director or directly to the City Manager.

The following is approved software that may be downloaded by employees without prior approval:

- Microsoft updates as provided in automatic updates to the user.

Unapproved software or downloads (free or purchased), hardware, games, screen savers, toolbars, clipart, music and movie clips, other equipment, software or downloads that have not been specifically approved by the Supervisor or City Council may compromise the integrity of the City's computer system and are prohibited.

The Administration department and/or its representatives, without notice, may remove all unauthorized programs or software, equipment, downloads, or other resources if they could harm systems or technology performance.

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

Electronic Mail

The City provides employees with an email address for work-related use. Some personal use of the City email system by employees is allowed, provided it does not interfere with an employee's normal work and is consistent with all City policies.

The agency allows employees to access personal email accounts via the Internet provided such access occurs during non-work hours and fully complies with this computer use policy.

An employee’s personal email (and other personal documents) accessed via a City computer could be considered “public” data and may not be protected by privacy laws. Personal email and computer use may be monitored as directed by the City Manager and without notice to the employee. Employees should not expect privacy in any activity conducted on a City owned computer.

The following policies relate to both business and personal email content sent from a City computer:

- Use common sense and focus primarily on using email for City business. Never transmit an email that you would not want your boss or other employees to read, or that you’d be embarrassed to see in the newspaper.
- Do not open email attachments or links from an unknown sender. Delete junk or “spam” email without opening it if possible, do not respond to unknown senders.
- Do not gossip or include personal information about yourself or others in an email.
- Do not use harassing language, including sexually harassing language or any remarks including insensitive language or derogatory, offensive or insulting comments or jokes in an email.
- All emails must comply with all City policies, including those related to respectful workplace, harassment prevention and workplace violence.
- Do not curse or use swear words in an email.

Instant Messaging

~~Due to data retention concerns, Instant Messaging (IM) is only allowed for transitory discussions and should be deleted after use. The City only allows IM via Microsoft TEAMS. does not provide employees with resources or tools to communicate by Instant Messaging (IM) when conducting City business.~~

Employees are not allowed to use IM as a mechanism for personal communication through the City’s computer network or when using City equipment; and are not allowed to download or install any other IM software on their City computer.

Social Media

The City may have or use social media sites such as Facebook, blogs and microblogs such as Twitter, for official City business. When using social media to support official City business in accordance with job duties, individuals should clearly identify themselves as connected to the City. Personal use of social media by city staff—whether about the city or not, and whether positive or negative—will reflect on the City as a whole. Personal use of social media should not violate any City policies already in existence, such as those on harassment prevention.

Storing and Transferring Documents

Commented [AF2]: New language from League policies

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

- Electronic communication that is simple correspondence and not an official record or transaction of City business should be deleted as soon as possible and should not be retained by employees for more than three months.
- City related documents that an employee creates on his or her home computer or any other computer system should be copied to the City's network files.
- Documents or electronic communications that may be classified as protected or private information under data practices requirements should be stored separately from other materials.

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

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

The agency has installed anti-virus software on each computer to protect against these threats by automatically scanning storage media for viruses and similar concerns. The anti-virus software provides automatic updates that employees will be notified of with a pop-up window from the current agency supported Anti-Virus Software. All employees should follow directions for updating anti-virus software as prompted. If you have any questions about how to update your anti-virus software or check your storage media before you use it, check with your supervisor or City Manager.

Internet

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

Occasional personal use of the Internet is acceptable within the bounds of all City policies. The following considerations apply to all uses of the Internet whether business related or personal:

- There is no quality control on the Internet. All information found on the Internet should be considered suspect until confirmed by another source.
- Internet use during work hours must be limited to subjects directly related to job duties.
- Personal use of the Internet during non-work hours (breaks, lunch hour, before or after work) is permitted. However, employees may not at any time access inappropriate sites.

Some examples of inappropriate sites include but are not limited to adult entertainment, sexually explicit material, or material advocating intolerance of other people, races or religions, or in manners that otherwise violate City policies related to respectful workplace and harassment prevention. This prohibition includes information on social media sites such as Facebook blogs and microblogs such as Twitter. If you are unsure whether a site may include inappropriate information, you should not visit it.

- No software or files may be downloaded from the Internet unless approved in advance by your supervisor or the City Council. This includes but is not limited to free software or downloads, maps, weather information, toolbars, music or photo files, clipart, screensavers and games.
- Employees may not participate in any Internet chat room—an online meeting place to discuss a particular topic, sometimes in semi-privacy—unless the topic area is related to City business.
- The City may monitor any employee’s use of the Internet for any purpose without prior notice, as deemed appropriate by the City Council.

Passwords and Physical Security of Equipment

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

- Passwords must be at least ~~eight (8)~~ **sixteen (16)** characters long and include both lower and upper case characters, at least one number and at least one non-alpha-numeric character (e.g., *,&,% , etc.). An example might be Pol!ci3S.
- Passwords should not be stored in any location on or near the computer.

Commented [AF3]: Aligns with new IT policy

Use caution if you leave equipment unattended because it is generally small and portable. Do not leave City computer equipment in an unlocked vehicle or unattended at any off-site facility (airport, restaurant, etc.).

Remote Access

Certain employees may be given the ability to access the City’s computer systems from remote locations or from home, using either personal equipment or City-owned equipment.

Remote access is limited to staff classified as exempt and who frequently work independently on City business. Non-exempt staff may be given access, but only with the approval of the City Manager.

Employees with remote access privileges will be given specific instructions from the City’s technology consultant about how to protect City equipment and information resources. If you have any questions about remote access to the City’s network, check with your supervisor or City Manager.

Notice of Computer Problems

City of Waseca Personnel Policies

Adopted: 12/1/2020

Effective: 1/1/2021

Updated: ~~6/6/2023~~ 12/19/2023

Employees are responsible for notifying the Finance Director or designee about computer problems or odd computer behavior. Employees should err on the side of caution when reporting issues because small problems may indicate a more serious network or computer system issue.

SECTION 21: DRUG AND ALCOHOL FREE WORKPLACE

In accordance with federal law, the City of Waseca has adopted the following policy on drugs in the workplace:

Employees are expected and required to report to work in an appropriate mental and physical condition. It is the City's intent and obligation to provide a drug-free, safe, and secure work environment.

The unlawful manufacture, distribution, possession, or use of a controlled substance 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.

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 or employee assistance program, as appropriate.

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 5 days after the conviction as required by the Drug-Free Workplace Act of 1988.

SECTION 22: CITY VEHICLES AND EQUIPMENT

City vehicles and equipment shall be used only in conjunction with performance of City operations and duties. Employees operating City vehicles and/or equipment must observe all pertinent safety regulations. Failure to do so will result in disciplinary action including possible termination.

People operating City vehicles generally may not provide rides to non-authorized passengers. Employees are prohibited from using City vehicles or other City equipment for personal purposes. The City recognizes that some personal use of City-owned vehicles has and will occur. Be aware that liability coverage does not cover injuries to unauthorized passengers.

22.1 Use and Safeguarding of City Property

No member of the City Council, Commission or Board, Official, or employee may use or permit the use of City-owned vehicles, equipment, tools, machinery, materials, or other property for personal conveniences or profit.

All employees who use City vehicles, equipment, machinery, or property in the course of their duties must assume responsibility for the safeguarding and care of such items. Employees that damage or break City equipment by improper use or willful neglect may be charged for the replacement of the equipment.

22.2 Insurance Claims Against the City

Employees contacted by outside parties regarding action or claims against the City shall not make any comments regarding the claim. Rather, they should refer these claims to the Finance Department. These claims will be processed and forwarded to the City's insurance carrier. No responsibility for damages should be made by City employees, as claims will be determined by an adjustor.

22.3 City Driving Policy

This policy applies to all employees who regularly drive City vehicles. It also applies to employees who drive less frequently but whose ability to drive is essential to their job because their job responsibilities involve responding to emergencies. The City expects all employees who drive as part of their jobs to drive safely and legally while on City business and to maintain a good driving record.

The City examines driving records periodically for all employees who are covered by this policy to determine compliance with this policy. Employees who lose their driver's license or receive restrictions on their license are required to notify their immediate supervisor on the first work day after any temporary, pending, or permanent action is taken on their license and to keep their supervisor informed of any changes thereafter. The City determines appropriate action on a case-by-case basis.

City of Waseca Personnel Policies

Adopted: 12/1/2020

Effective: 1/1/2021

Updated: ~~6/6/2023~~ 12/19/2023

For the safety of employees and the public, employees must avoid distractions while driving. Use of electronic devices in vehicles must, at the very minimum, comply with state and federal laws. This includes Minnesota's Hands-Free Cell Phone law.

Emergency Responders must follow their department driving policies and state law.

SECTION 23: 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 Safety policies is the responsibility of each Department Director.

23.1 Reporting Accidents, Injuries, and Illnesses

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 his/her supervisor of the action taken.

In the case of a serious emergency, 911 should be called. If the injury is not of an emergency nature but requires medical attention, the employee will report it to the supervisor and make arrangements for a medical appointment.

Both Minnesota workers' compensation laws and the state and federal Occupational Safety and Health Acts require that all on-the-job injuries and illnesses be reported as soon as possible by the employee, or on behalf of the injured or ill employee, to his/her supervisor. The employee's immediate supervisor is required to complete an Employee Incident Report and any other forms that may be necessary related to an injury or illness on the job. These forms must be submitted to Human Resources as soon as possible. Whenever possible, all of this should be done within 24 hours of the incident.

After any injury requiring medical care, an employee must provide a workability release from the treating medical provider. The report must provide the City with clear guidance as to the work status, including clearly defined work restrictions.

23.2 Reporting Accidents Involving City Vehicles

In case of an accident involving a City vehicle:

- Notify the Police Department immediately.
- Insist that all parties and property concerned remain at the scene of the accident.
- Obtain identifying data from the driver of the other vehicle or property owner (name, address, and insurance company).
- Secure the names and addresses of injured people and any witnesses to the accident.
- Report the accident to the City Manager and Finance Department within 24 hours.

23.3 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.

Specific safety equipment may be identified by the City Safety Committee after departmental or project review. Should such equipment needs be identified, the City will purchase the equipment needed by employees.

Safety Shoes/Boots

The City will reimburse 100% of the purchase cost of one pair of safety boots or shoes to employees whose positions require protective footwear. No more than one pair of boots will be provided to any employee during a 12-month period. In the event of damage or destruction that is work related, the City may replace or repair the damaged/destroyed shoes/boots without regard to this limitation. Requests for reimbursement should be submitted to an employee’s Department Director with final approval for reimbursement by the Finance Department.

Safety Glasses

The City will reimburse employees up to \$350 for the purchase or repair of prescription or non-prescription OSHA-approved safety glasses. This reimbursement is for up to one pair of glasses per 12-month period per employee. In the event of damage or destruction that is work related, the City may replace or repair the damaged/destroyed safety glasses without regard to this limitation. Requests for reimbursement should be submitted to an employee’s Department Director with final approval for reimbursement by the Finance Department.

23.4 Unsafe Behavior

Supervisors are authorized to send an employee home immediately when the employee’s behavior violates the City’s Personnel Policies, department policies, or creates a potential health or safety issue for the employee or others.

Title:	Community Recreation Agreement Review		
Meeting Date:	DECEMBER 19, 2023	Agenda Item Number:	7F
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE	Supporting Documents:	<ul style="list-style-type: none"> Resolution 10-33 Agreement Between ISD 892 and the City of Waseca Resolution 23-73
Originating Department:	Administration	Presented By:	City Manager
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Review and provide guidance on Resolution 10-33.		

BACKGROUND: The city entered into a perpetual agreement in 1975 with Independent School District #892. Since first approved, the contract has been amended twice in 1975, twice in 1978, twice in 1982, in 1993, and most recently in 2010.

- The 1975 initial agreement to the 1993 amendment, the city contributions were set at \$126,483.
- On May 4, 2010, the City Council held a work session to review and discuss whether to amend and/or continue the agreement with ISD #892.
- On May 18, 2010, Crystal Prentice, Waseca City Manager, explained to the City Council that the reduction for the 2010 agreement is equal to the reduction in LGA funds.
- June 15, 2010, Council Meeting: the council voted 7-0 to amend the current agreement.
- On November 16, 2010, the revised amendment to the agreement was brought to the council; all fiscal amounts were removed from the agreement. Resolution 10-33 passed 7-0.
- The purpose of the agreement has been to avoid duplication of programs and to maximize the use of both parties' resources.
- A Community Education Board was established with its own by-laws.

Reasons to justify an amendment to the current Joint Powers Agreement from City Attorney Kennedy Include:

- The agreement does not spell out the amount that is to be contributed by either party other than to indicate that the funding cannot be reduced except to reduce the amount paid by the same percentage decrease as the City incurred from aid from the state.
- The agreement has no expiration date, which the City Council, when they passed the resolution, improperly bound future councils.
- The agreement was not a "contract" per se but rather a resolution.
- Written notice be provided to the school board that the city is terminating the agreement and giving twelve (12) month notice.

BUDGET IMPACT: The annual \$100,000 contribution to ISD #892 is from city tax levy revenue.

OPTIONS TO CONSIDER:

- Provide the School District with written notice of our intent to terminate the current agreement effective January 1, 2025, and work with the School District to draft a new agreement.
- Continuing with the current agreement and draft a Joint Powers Agreement for City Council/School District consideration.
- Provide the School District with written notice of our intent to terminate the agreement with twelve-month notice.
- Continue with the current agreement.

RECOMMENDATION: The City Manager recommends that the council provides guidance on City Council Resolution 10-33.

RESOLUTION 10-33
AGREEMENT BETWEEN THE CITY OF WASECA AND INDEPENDENT SCHOOL DISTRICT
NO. 829 RELATING TO THE OPERATION OF A JOINTLY SPONSORED RECREATION
SERVICES PROGRAM

AGREEMENT, made as of November 16, 2010 between the CITY OF WASECA, A MINNESOTA MUNICIPAL CORPORATION ("City") and INDEPENDENT SCHOOL DISTRICT NO. 829, Waseca County, Minnesota, a Minnesota Municipal corporation ("School District"), superseding and replacing the agreements between the parties dated January 1, 1993; May 6 and 13, 1982; May 11 and May 16, 1978; September 23, 1975 and October 9, 1975.

WHEREAS, the School District is organized for the purpose of providing public school education, including at its discretion Recreation Services programs and associated recreation programs within its geographical boundaries; and

WHEREAS, the City is authorized to and does provide recreation and civic programs to citizens within its geographical boundaries; and

WHEREAS, the School District and the City (hereinafter sometimes collectively called the "Sponsors") within their respective powers, desire to cooperate in the establishment and operation of a total Recreation Services Program, as that term is defined in Article I, within the total area encompassed by the boundaries of the City and the School District.

NOW, THEREFORE, the Sponsors hereby agree with the other as follows:

ARTICLE I

GENERAL PURPOSE

The purpose of this Agreement is to allow the Sponsors to work together to provide recreational services and activities "recreation services", to work collaboratively to avoid the duplication of recreational services, to maximize the efficiency of City and School District personnel and to cooperate in the operation of integrated city and school recreation sites and facilities.

ARTICLE II

COMMUNITY EDUCATION BOARD

- A. Composition of Community Education Board. There is hereby established a joint powers board to be known as the "Community Education Advisory Board. "The composition of the Community Education Advisory Board shall be defined in the Community Education Advisory Committee bylaws, as agreed to by both parties.
- B. Not Employees. Community Education Advisory Board members shall not be deemed employees of, nor compensated by the Sponsors.
- C. Terms of Community Education Advisory Board Members. Appointments shall be made in January of each year, the terms of each member shall be three years. Appointments to fill vacancies on the board shall be made in the same manner as regular appointments. The person appointed shall hold the position for the unexpired portion of the term only. Members may be elected to three successive terms.

- D. Meetings. The Community Education Advisory Board shall hold meetings as follows:
1. Regular Meetings. Thereafter, the Community Education Advisory Board shall meet at least quarterly. A schedule of regular meetings shall be adopted by the Community Education Advisory Board. The schedule of regular meetings may be changed from time to time as deemed necessary by the Community Education Advisory Board.
 2. Open Meeting Law. All meetings of the Community Education Advisory Board shall be held in compliance with Minnesota Open Meeting Law.
- E. Records Retention Policy. The Community Education Advisory Board shall adopt a records retention policy establishing minimum retention periods for its record in compliance with Minnesota Statutes, Section 138.17.
- F. Data Practices. The Community Education Advisory Board shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 in regard all data collected, created, received, maintained or disseminated.
- G. Quorum. A quorum of the Community Education Advisory Board shall consist of three members who may transact business. If vacancies cause membership of the Community Education Advisory Board to be less than three members, the Community Education Advisory Board shall not conduct any business until such time that there are at least three members of the Community Education Advisory Board.
- H. Voting. Each member of the Community Education Advisory Board shall have one vote. All decisions before the Community Education Advisory Board shall be determined by a simple majority of the members present and voting. Community Education Advisory Board members may not vote by proxy.
- I. Bylaws. The Community Education Advisory Board may adopt bylaws governing its operations that are not inconsistent with this Agreement and may amend said bylaws as necessary. The bylaws may provide for committees as the Community Education Advisory Board deems necessary. Any bylaw or modification shall not be effective until approved by a majority vote of the City Council and the School Board.

ARTICLE III

FINANCES

- A. Sponsor Contributions. Recreation Services shall be financed from grants, donations, fees and funds contributed by the Sponsors. The City and the School District shall each contribute the funds required in the budget as approved by their respective governing parties. Payments shall be made quarterly on January 15, April 15, July 15 and October 15 of each year.

The School District may reduce its contribution by the percentage decrease in community services fund revenues it would experience by virtue of a reduction of its aids from the State of Minnesota, in the occurring year.

The City may reduce its contribution by the percentage decrease in total general fund revenues it would experience by virtue of a reduction of its aids from the State of Minnesota, in the occurring year.

- B. Fiscal Agent. The School District shall serve as the Fiscal Agent for the Community Education Advisory Board and shall be responsible for the administration of financial and accounting functions for the Community Education Advisory Board. Recreation services funds shall be maintained in a separate fund by the Fiscal Agent. Funds shall be dispersed by the Fiscal Agent as specifically directed by the Community Education Advisory Board.
- C. Reports and Audits. The Fiscal Agent shall submit a bi-annual report to the Sponsors showing any activity related to the funds. The Fiscal Agent shall provide annual audit reports and other financial records as needed for the Community Education Advisory Board to monitor its funds.
- D. Inspection. The Community Education Advisory Board's books, reports and record shall be open to inspection by the parties at all reasonable times.

Roles. The School District shall be responsible for budgeting, purchasing, personnel, and payroll for all programs administered through Community Education.

ARTICLE IV

FACILITIES

- A. Each Sponsor shall, after receiving the recommendations of the Community Education Advisory Council, determine which of its lands, buildings, equipment and programs (hereinafter called "Public Resources") will be made available to Recreation Services.
- B. The costs of maintenance, upkeep and utilities for the Public Resources made available by the Sponsors will be borne by the respective owning Sponsor. The Community Education Director, employed by The School District shall bring to the attention of the appropriate City or School District official, items in need of repair, of maintenance and a suggested time when the maintenance might be performed so as not to disrupt programmed activities.
- C. In cases of shared facilities, the costs of maintenance, upkeep and utilities will be shared as agreed upon by the Sponsors. Absent an agreement, the costs will be shared equally by the Sponsors.
- D. Each Sponsor shall maintain public liability insurance coverage upon its Public Resources made available for the Recreation Services Program.

ARTICLE V

SUPERVISION OF PROGRAM

- A. All activities of the Community Education Director in charge of Recreation Services, will be under the direct supervision of the District's Superintendent of Schools. The Community Education Director shall implement the goals of Recreation Services to attain fuller utilization of public resources and also private community resources to increase community use of educational and recreational facilities by area residents and carry out the objectives and goals of the program.
- B. The School District shall provide office space, secretarial and operational services to permit the Community Education Director to administer Recreation Services.

ARTICLE VI

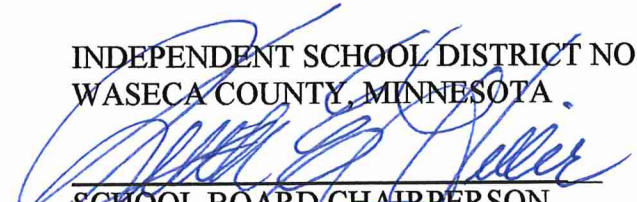
LENGTH OF AGREEMENT

This agreement shall remain in effect and shall govern the jointly sponsored Recreation Services Program of the City and the School District, subject, however, to the right of either party to terminate this Agreement. Notice in writing of its intention to terminate said Agreement shall be given to the other party at least twelve (12) months prior to the date of proposed termination. In the event of such termination, the cash balances remaining after satisfaction of all known obligations in the Recreation Services Program, Community Services Fund maintained by the School District and the disposition of any property acquired as a result of this Agreement shall be repaid to the parties hereto in the proportion in which they were furnished, or to the Sponsor contributing same.

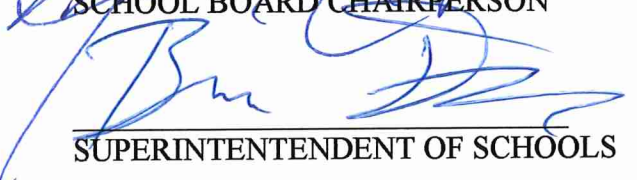
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers pursuant to the authority granted by the attached resolutions adopted by the City Council of Waseca and the School Board of Independent School District No. 829.

INDEPENDENT SCHOOL DISTRICT NO. 829
WASECA COUNTY, MINNESOTA

CITY OF WASECA



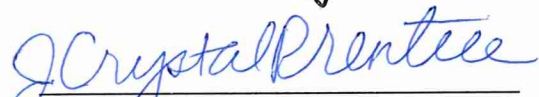
SCHOOL BOARD CHAIRPERSON



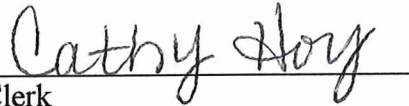
SUPERINTENDENT OF SCHOOLS



MAYOR



CITY MANAGER

ATTEST: 

Clerk



Clerk

December 16, 2010
Date

November 16, 2010
Date

RESOLUTION NO. 23-73
A RESOLUTION OF THE WASECA CITY COUNCIL
APPROVING THE TERMINATION OF THE JOINT
SPONSORSHIP BETWEEN THE CITY OF WASECA AND
ISD #829 OF THE RECREATION SERVICE PROGRAM

WHEREAS, Resolution 2010-33, passed by the Waseca City Council on November 16, 2010, was an agreement between the City of Waseca and Independent School District No. 829 relating to the operation of a jointly sponsored recreation service program; and

WHEREAS, after due and deliberate consideration and debate in regard to the merits or retaining the jointly administered recreations services program and the council has also given due and deliberate consideration and debate in regard to the benefits of leaving the jointly administrated recreations services program, the Council has determined that the needs of the city are no longer best served by continuing with the jointly sponsored recreation programs; and

WHEREAS, it was resolved in Resolution 2010-33 in Article VI that the agreement would continue until either party giving written notice of its intent to terminate this agreement upon at least twelve (12) months prior to the date of the proposed termination and

WHEREAS, the Council has determined that the agreement be terminated no later than February 1, 2025

NOW, THEREFORE, BE IT RESOLVED, the Mayor and City Manager are hereby authorized to send written notice to the School District that the City is terminating this agreement pursuant to Article VI of the joint resolution and that the termination shall be effective no later than February 1, 2025.

Passed by the Waseca City Council on this 19th day of Dember, 2023.

RANDY L ZIMMERMAN
MAYOR

ATTEST:

JULIA HALL
CITY CLERK

**MEMORANDUM**

DATE: December 14, 2023

TO: City Manager

FROM: Nate Willey, City Engineer

SUBJECT: 2-Mile Subdivision Authority

ATTACHMENTS: Resolution No. 19-32

At their meeting on December 12th, the Planning Commission discussed the 2019 discontinuation of the City's 2-mile subdivision authority (see attached Resolution No. 19-32). This discussion was prompted by the implications of that resolution related to the City's Comprehensive Plan and future land use objectives, in particular the development of solar farms within 2 miles of the City limits. City Attorney Chris Kennedy and City Manager Carl Sonnenberg were also in attendance.

The discussion centered around options for reinstatement and the circumstances surrounding the discontinuation in 2019. Kennedy noted that with the 2-mile subdivision authority rescinded, the City no longer has subdivision development oversight or control within the two-mile urban fringe surrounding the City limits. He also stated that reinstatement of the City's extraterritorial subdivision authority would need to be reinstated by ordinance (not by resolution), can include subdivision development stipulations, and be applied up to, but not exceeding, a 2-mile distance from City limits.

City staff will be gathering more information for Planning Commission discussion on the circumstances and reasonings for the 2019 discontinuation with the aim of providing a recommendation to City Council sometime in 2024.

RESOLUTION NO. 19-32

**A RESOLUTION OF THE WASECA CITY COUNCIL
DISCONTINUING SUBDIVISION REGULATIONS TO THE UNINCORPORATED
TERRITORY WITHIN TWO MILES OF THE CITY OF WASECA**

WHEREAS, The City of Waseca is authorized by Minnesota Statutes 462.358, Subdivision 1a (to extend application of subdivision regulations to unincorporated territory within two miles of the city limits); and

WHEREAS, the City of Waseca has determined that due to the current development climate it is no longer beneficial to extend subdivision authority into the two mile extra territorial area; and

WHEREAS, the City Council by Resolution No. 94-110 extended its' area of control of extra territorial subdivisions to within one-half (1/2) mile of the borders of the City of Waseca; and


WHEREAS, the City Council by Resolution No. 03-67 extended its' area of control of extra territorial subdivisions to within two miles of the borders of the City of Waseca; and

WHEREAS, the City Council by Resolution No. 19-32 has determined that the Citys' interests are no longer served by extending extra territorial review into the two mile borders from City limits;


NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Waseca that Resolution Nos. 94-110 and 03-67 each be rescinded, and that the two-mile area previously subject to extra territorial subdivision control be discontinued entirely.

BE IT FURTHER RESOLVED, that the City transmit a certified copy of this Resolution to the County Auditor of Waseca County, Minnesota, and to the Township Clerks of St. Mary's Township and Woodville Township.

Adopted this 2nd day of July 2019.



ALLAN ROSE
MAYOR PRO TEM

ATTEST:


MIKE ANDERSON
ASSISTANT TO THE CITY MANAGER

Comprehensive Plan Update – City Council Summary

At their meeting on December 12th, the Planning Commission reviewed Chapter 3: Transportation for the 2nd time with a few minor edits being made. A Future Land Use Map was also presented at that meeting, but it will be reviewed in detail at the January 9th meeting along with an initial review of Chapter 4: Parks, Trails, and Open Spaces.