

City of Emily

AGENDA

Tuesday, December 12, 2023

6:00 p.m. CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PLEASE TURN OFF ALL CELLPHONES FOR THE DURATION OF THE MEETING.**PUBLIC HEARING – Truth in Taxation Meeting****APPROVE AGENDA** *(Council action – motion)***CONSENT AGENDA:** One motion to approve:

- FINANCIAL REPORT: November Checking Beginning Balance \$914,051.34, Ending Balance \$894,045.39
- RECEIPTS: General \$48,424.35, Sewer \$7,121.93, Total \$55,546.28
- CLAIMS FOR APPROVAL: \$141,464.30 for Pine River State Bank Checks #60968 to #61070 and automatic withdrawals #330750 to #330758
- INVESTMENTS (Market Value): \$389,005.85
- TOTAL CHECKING/INVESTMENTS: \$1,283,051.24

PUBLIC FORUM (Opportunity for public to address the Council during the Council Meeting.)

- SPEAKERS:**
- 6:15 p.m. Sheriff Eric Klang and/or Lieutenant Craig Katzenberger regarding possible northern Crow Wing County Sheriff outpost
 - 6:20 p.m. Robert Eddy regarding proposal to form Emily Waters and Lake Association Study Group
 - 6:25 p.m. Dave Bohmert re: carry in access on Dahler Lake

FIRE DEPARTMENT

- Resolution 23-40 Ratifying Amended Bylaws of the Emily Firemen's Relief Association, including the following amendments: *(Council action – motion)*
 - Benefit level amount increase from \$1,750 per year to \$2,500 per year effective January 1, 2024 and to \$3,000 per year effective January 1, 2025. (Projected 2024 required municipal contribution of \$60,873. Currently \$16,896.)
 - Employment of all Emily First Response Unit members on the Emily Volunteer Fire Department effective January 1, 2024.
- (Revision to Emily City Code and Emily Volunteer Fire Department Bylaws would be needed.)*
- Resolution 23-47 Accepting Donation to the City of \$3,000 from the Emily Firemen's Relief Association for the Firemen's Equipment Fund. *(Council action – motion)*
 - Fire Department recommendation to hire Kaiser Jarvis as a firefighter pending preemployment screenings and background check. *(Council approval – motion)*

FIRST RESPONSE UNIT

- Krista Kommer and Cindy Thompson attendance of the Arrowhead EMS Conference for two days each, January 18-20, with conference registration fee of up to \$130 each and Self Defense for EMS personnel class registration of \$70 each for combined total of \$400, \$200 estimated for hotel, and reimbursement of mileage and food. *(Council approval – motion)*

POLICE DEPARTMENT

- Update regarding possible Emily Police Department options, including possible northern outpost for Sheriff Department: *(Information/Council action – motion)*
 - Resolution 23-50 Declaring Permanent Deactivation of City Police Department
 - Close Police Chief position opening
 - Notification of current part-time Police Officers
 - Request quotes for City Hall security/access updates
 - Request quotes for painting/carpeting Police Department office
 - Purchase of new Police Department desks
 - Maintenance of Police Department vehicles
- No renewal of Law Enforcement Services Agreement for Little Pine Police protection for 4 hours per month at \$50/hour for 2024. *(Council action – motion)*

WASTEWATER

- Resolution 23-44, Amended, Regarding Unpaid Sewer Charges to assess a total of \$5,237.27 in unpaid sewer charges to property taxes as identified including 12% interest. *(Council action – motion)*

PLANNING & ZONING

ATTORNEY

ROADS

MAINTENANCE

CITY HALL

CEMETERY

PARKS

LIBRARY

PERSONNEL

- Personnel matter. (Meeting is anticipated to be closed.) *(Council action – motion)*
- Revised Personnel Policy, including State Earned Sick and Safe Time requirements, pending City Attorney review and effective January 1, 2024. *(Council action – motion)*
- Planning Commission Member applications to fill vacant position with term of December 13, 2023 through December 31, 2025 (one opening): *(Council action – motion)*
 - Kale Jones
 - Faye Hughes (current Planning Commission alternate)
 - Mark Mosman
- Library Board Member application from Lori Bussler – 3 year term – January 2024 through December 2026. *(Council action – motion)*
- 2024 Elected Leaders Institute Foundational Program with a combination of online, on demand courses and a 2 day in person program in Plymouth for \$350 per person, up to 2 nights in hotel not to exceed \$500 and reimbursement of mileage and meals. *(Council action – motion)*
- 2024 Elected Leaders Institute: Advanced Program for in person training in Plymouth or Alexandria for \$350 per person, up to 2 nights in hotel not to exceed \$500 and reimbursement of mileage and meals. *(Council action – motion)*
- IIMC Annual Conference fee reimbursement for Cari Johnson of \$445, conference fee total of \$485 minus \$40 cancellation fee. *(Council action – motion)*

EMILY WATERS

ECONOMIC DEV. (EDA)

CODIFICATION

UNFINISHED BUSINESS:

- North Star Manganese update. *(Information)*

NEW BUSINESS:

- Resolution 23-48 Establishing Polling Place in Emily, including alternate polling location, for 2024. *(Council action – motion)*
- Increase from six to eight Cuyuna Range Regional Safety Group training sessions per year. *(Council action – motion)*
- Wage Schedule Policy revision. *(Council action – motion)*
- City slogan contest open through 2023. *(Information)*

CORRESPONDENCE:

- ✓ State of Minnesota re: Pay Equity Report due January 31, 2024.
- ✓ Clasen & Schiesl re: audit responsibility, planned scope, timing, significant risks, and other.
- ✓ International Union of Operating Engineers re: Notice of Changes to the Public Employment Labor Relations Act.
- ✓ Minnesota Department of Public Safety re: administration reimbursement of \$1,174.83 closing out May 30, 2022 storm.
- ✓ League of MN Cities Insurance Trust re: 2023-24 coverages, rates, and dividend amount.
- ✓ Ehlers re: potential refunding of existing bonds.

Scheduled Upcoming Meetings:

- Special Council Meeting on Wednesday, December 13, 2023 at 12 p.m. to receive Feasibility Study and call a hearing on improvement for 2024 Road Improvement Project, proposed Special Assessment and Trunk Area Policies and Procedures for Public Improvements and Maintenance Costs, and bond/payment scenarios for 2024 Road Improvement Project.
- Schedule Special Council Meeting for Proposed 2024 Final Budget and 2024 Final City Tax Levy.

ADJOURN

2024 PRELIMINARY BUDGET - GENERAL FUND

100 GENERAL FUND

RECEIPTS

Taxes	\$1,497,734.58
Licenses and Permits	\$30,230.00
Intergovernmental Revenues	\$88,059.00
Charges for Services	\$277,759.00
RECEIPTS TOTAL	\$1,893,782.58

DISBURSEMENTS

General Government:

Legislative, Ordinance, and Executive	\$36,665.00
Clerk/Treasurer	\$211,985.00
Audit/City Attorney	\$13,095.00
Planning and Zoning	\$64,305.00
Gen'l Gov't Buildings & City Hall	\$93,930.00

Public Safety:

Police	\$148,970.00
Fire	\$261,400.99
Bldg Inspctns/Emer Mangmt/Traffic Eng	\$29,482.60
First Response	\$35,020.00

Public Works:

Maintenance Shop	\$124,745.00
Paved/Unpaved Streets & Snow Removal	\$251,205.00
Road and Bridge	\$312,519.11
Street Lighting	\$3,700.00
Sanitation	\$13,475.00

Culture and Recreation:

Library, etc.	\$6,055.00
Parks	\$26,155.00

Conservation of Natural Resources:

Water Resources	\$1,000.00
Emily Waters	\$14,750.00

Economic Dev't & Assistance:

EDA	\$1,274.00
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Miscellaneous:

Food Shelf	\$250.00
Cemetery	\$18,505.00

Investments/Transfers

Unrealized Investment Loss	\$6,000.00
Purchase of Investments	\$51,000.00

TOTAL **\$1,725,486.70**

ADDITIONS:

Transfer to 303 - 2012 CIP City Hall/ 2004 Roads Refunding	\$46,908.75
Transfer to 304 - 2014 Road Improvements Bond	\$22,000.00
Transfer to 602 - 2013 Refunding of Sewer Revenue	\$99,387.13

DISBURSEMENTS TOTAL **\$1,893,782.58**

2024 PRELIMINARY BUDGET - SEWER FUND

602 SEWER FUND

RECEIPTS

Taxes	\$104,717.93	
Licenses and Permits	\$250.00	
Intergovernmental Revenues	\$2,200.00	
Miscellaneous Revenues	\$580.00	
Sewer Charges	\$84,220.00	
Other Financing Sources	\$220.00	
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RECEIPTS TOTAL		\$192,187.93

DISBURSEMENTS

Debt Service	\$85,537.50	
Fiscal Agent's Fees	\$475.00	
Other Financing Uses	\$4,651.43	
Sanitary Sewer Maintenance	\$51,619.00	
Sanitary Sewer Cleaning	\$12,000.00	
Sewer Lift Stations	\$29,360.00	
Administration and General	\$8,545.00	
<hr/>		
DISBURSEMENTS TOTAL		\$192,187.93

2023 BONDS AND LONG TERM DEBT

2023

	Outstanding 1-1-23	Payoff Date	Bond Principal Paid 1-11-23	Outstanding 1-12-23	2023 Bond Interest Paid 1-11-22 and 7-12-23	2023 Bond Fiscal Agent Fees Paid 1-11-23 or 7-12-23	2023 Tax Levy Additions	Assessments/ Interest/ Taxes/Fiscal Disparities/ etc. Received To Date (9-14-23)	2023 Year End Planned Transfers from Excess 302,305,306 Bond Funds	Debt Service Fund Balances After Planned Transfers (9-14-23)	2023 Anticipated Remaining Taxes, Assessments, etc.	Projected 2023 Year End Balance	Estimated February 2024 Bond Payment	2024 Bond Payments (Prin. and Interest)	Ehlers Planned 2023 Levy for 2024	Anticipated 2024 Taxes, etc. to be Received	Recommended Additions 2024 Tax Levy	Projected 2024 Year End Balance After Tax Levy
302 - 2007 Roads	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
303 - 2012 CIP City Hall/2004 Roads	\$ 250,000.00	2/1/2028	\$ 40,000.00	\$ 210,000.00	\$ 6,025.00	\$ 575.00	\$ 64,500.00	\$ 38,909.27	\$ -	\$ 20,795.87	\$ 22,200.00	\$ 42,995.87	\$ 42,562.50	\$ 45,125.00	\$ 46,908.75	\$ 44,469.50	\$ 46,908.75	\$ -
304 - 2014 Roads	\$ 310,000.00	2/1/2030	\$ 35,000.00	\$ 275,000.00	\$ 8,277.50	\$ 475.00	\$ 33,000.00	\$ 29,298.92	\$ 584.36	\$ 19,331.77	\$ 21,600.00	\$ 40,931.77	\$ 38,718.75	\$ 42,437.50	\$ 15,977.11	\$ 40,160.00	\$ 22,000.00	\$ 42,340.37
305 - 2012 Refunding of 2004 Roads	\$ -	2/1/2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6.70	\$ (6.70)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
306 - 2005 Roads	\$ -	2/1/2021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 577.66	\$ (577.66)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2023																		
Payment 7-12-23 or 9-13-23																		
			Prin. Payment Pd 7-12-23 or 9-13-23	Outstanding After Payment	2023 Interest Due	2023 (Prin. and Interest)												
Other Long Term Debt																		
100 - Fire Truck Lease to Purchase	\$ 97,509.52	10/1/2025	\$ 31,456.90	\$ 66,052.62	\$ 3,208.06	\$ 34,664.96												
100 - SCBAs Lease to Purchase	\$ 59,293.90	8/10/2026	\$ 14,177.07	\$ 45,116.83	\$ 1,766.96	\$ 15,944.03					\$ 34,664.96							
100 - Custom Fire Pumper Truck	\$ 525,000.00	10/1/2032	\$ 21,108.41	\$ 503,891.59	\$ 23,791.59	\$ 44,900.00					\$ 15,944.03							
											\$ 44,900.00							
Totals	\$ 1,241,803.42		\$ 141,742.38	\$ 1,100,061.04	\$ 43,069.11	\$ 96,558.99	\$ 97,500.00	\$ 68,792.55	\$ -	\$ 40,127.64	\$ 139,308.99	\$ 83,927.64	\$ 81,281.25	\$ 87,562.50	\$ 62,885.86	\$ 84,629.50	\$ 68,908.75	\$ 80,994.64

	Outstanding 1-1-23	Payoff Date	Bond Principal Paid 1-11-23	Outstanding 1-12-23	2023 Bond Interest Paid 1-11-23 and 7-12-23	2023 Bond Fiscal Agent Fees Paid 7-12-23	2023 Tax Levy Addition	2023 Assessments/ Interest/ Investment Interest/ Taxes/ Fiscal Disparities/ etc. Received To Date (9-14-23)	2023 Sewer Service and Hauled Wastewater Receipts (9-14-23)	2023 Disbursements To Date (w/o bond payments) (9-14-23)	2023 Anticipated Remaining Receipts	2023 Anticipated Remaining Disbursements	2023 Investment Balance (9-14-23)	Sewer Fund Balance with Investment (9-14-23)	Projected 2023 Year End Sewer Fund Balance with Investments	Estimated February 2024 Bond Payment	Ehlers Planned 2023 Levy for 2024	Recommended 2023 Levy for 2024 with Additional \$35,000 for Sewer Maintenance
General Obligation																		
602 - Sewer Refunding	\$ 1,005,000.00	2/1/2036	\$ 60,000.00	\$ 945,000.00	\$ 26,782.50	\$ 475.00	\$ 60,491.63	\$ 40,256.95	\$ 58,223.55	\$ 29,957.38	\$ 29,445.67	\$ 38,914.64	\$ 10,094.72	\$ 89,043.10	\$ 79,574.13	\$ 77,096.88	\$ 64,387.13	\$ 99,387.13

Noted from Auditor that if a bond fund balance is below \$0, then a transfer needs to be made from the 100 General Fund at the end of the year. Paid bond balances may be used to pay down other Debt Service Bonds for road projects.

Priority: Make sure to end each year with adequate funds in each bond fund to make the bond payments in the following year (end 2023 with enough funds to make 2024 bond payments). Priority is to maintain enterprise fund. Building up other bonds over time. 303 does not receive assessments.

2024 PRELIMINARY CITY TAX LEVY

2023 Final Budget	\$1,793,789.84	
2024 Preliminary Budget	\$1,893,782.58	5.57% Increase

2023 Final City Tax Levy	\$1,311,247.84	
2024 Preliminary City Tax Levy	\$1,468,597.58	12% Increase

PLANNED 2024 PROJECTS

	From Savings Bond/Assts. Matching Grant
Hall - Bottle Filling Station/Fountain	\$1,500.00
Hall - Emergency Generator	\$20,000.00
Hall - Microphone Replacement Council Chambers X4	\$2,500.00
Rotational Computer Replacement - Clerk's Office	\$2,000.00
Electronic Speed Signs	\$15,000.00
Fire - Replacement of Expired Turnout Gear/Ice Rescue Suits	\$5,000.00
Fire - Pagers (\$550 each)	\$1,100.00
Fire - Genesis 32" Push/Pull Ram Extrication Tool	\$12,000.00
Fire - Brush Rig 4 Door Pickup Truck	\$44,000.00
Fire - Engines #1 and #2 Combined Lease to Purchase Program	\$79,564.96
Fire - SCBAs Lease to Purchase Program	\$15,944.03
1st Resp. - Radios (\$5,000 each)	\$5,000.00
Park - Baseball Field Dugouts Roof Repairs	\$5,000.00
Park - Baseball Field Scoreboard (Manual)	\$1,000.00
Cemetery - Second Addition - Benches for Memorial Circle	\$4,000.00
Cemetery - Second Addition - Flagpoles for Memorial Circle	\$7,000.00
Cemetery - Second Addition - Visible Block Markers	\$2,000.00
2024 Road Improvement Project	\$625,000.00
Roosevelt Drive Bridge Replacement Plan	\$15,000.00
South Shore Drive Bridge - Plan to seal the fascia	\$14,000.00
Grader	\$34,069.11
Backhoe Tractor	\$140,000.00
Liftstation Pumps Replacement Program 1/yr	\$20,000.00
Rapid Infiltration Basin Pipe/Pond Riprap Repairs	\$2,000.00
	\$1,072,678.10

PROPOSED 2024 PROPERTY TAX VALUES

**EMILY RESIDENTIAL HOMESTEAD @ 150,000
TAX CAPACITY 1500**

	WHAT IF NO CHANGE	WHAT IF 3% INCREASE	WHAT IF 6% INCREASE	WHAT IF 9% INCREASE	WHAT IF 12% INCREASE	WHAT IF 15% INCREASE
2023 FINAL	\$422	\$435	\$448	\$460	\$473	\$486
Difference	-\$35	-\$22	-\$10	\$3	\$16	\$28

**EMILY RESIDENTIAL HOMESTEAD @ 200,000
TAX CAPACITY 2000**

	WHAT IF NO CHANGE	WHAT IF 3% INCREASE	WHAT IF 6% INCREASE	WHAT IF 9% INCREASE	WHAT IF 12% INCREASE	WHAT IF 15% INCREASE
2023 FINAL	\$610	\$580	\$597	\$614	\$631	\$648
Difference	-\$47	-\$30	-\$13	\$4	\$21	\$38

**EMILY RESIDENTIAL HOMESTEAD @ 250,000
TAX CAPACITY 2500**

	WHAT IF NO CHANGE	WHAT IF 3% INCREASE	WHAT IF 6% INCREASE	WHAT IF 9% INCREASE	WHAT IF 12% INCREASE	WHAT IF 15% INCREASE
2023 FINAL	\$704	\$725	\$746	\$767	\$789	\$810
Difference	-\$58	-\$37	-\$16	\$5	\$26	\$47

**EMILY RESIDENTIAL HOMESTEAD @ 500,000
TAX CAPACITY 5000**

	WHAT IF NO CHANGE	WHAT IF 3% INCREASE	WHAT IF 6% INCREASE	WHAT IF 9% INCREASE	WHAT IF 12% INCREASE	WHAT IF 15% INCREASE
2023 FINAL	\$1,408	\$1,450	\$1,492	\$1,535	\$1,577	\$1,620
Difference	-\$117	-\$75	-\$32	\$10	\$52	\$95

**EMILY SEASONAL @ 250,000
TAX CAPACITY 2500**

	WHAT IF NO CHANGE	WHAT IF 3% INCREASE	WHAT IF 6% INCREASE	WHAT IF 9% INCREASE	WHAT IF 12% INCREASE	WHAT IF 15% INCREASE
2023 FINAL	\$762	\$725	\$746	\$767	\$789	\$810
Difference	-\$58	-\$37	-\$16	\$5	\$26	\$47

**EMILY SEASONAL @ 500,000
TAX CAPACITY 5000**

	WHAT IF NO CHANGE	WHAT IF 3% INCREASE	WHAT IF 6% INCREASE	WHAT IF 9% INCREASE	WHAT IF 12% INCREASE	WHAT IF 15% INCREASE
2023 FINAL	\$1,525	\$1,450	\$1,492	\$1,535	\$1,577	\$1,620
Difference	-\$117	-\$75	-\$32	\$10	\$52	\$95

**EMILY SEASONAL @ 750,000
TAX CAPACITY 8125**

	WHAT IF NO CHANGE	WHAT IF 3% INCREASE	WHAT IF 6% INCREASE	WHAT IF 9% INCREASE	WHAT IF 12% INCREASE	WHAT IF 15% INCREASE
2023 FINAL	\$2,478	\$2,356	\$2,425	\$2,494	\$2,563	\$2,632
Difference	-\$190	-\$121	-\$52	\$16	\$85	\$154

2023 CITY Final NTC Rate: 30.493%
 2023 CITY Final Levy 1.3-1.248
 2024 Preliminary CITY NTC 4.684,269

	PROPOSED LEVY:	PROPOSED RATE:
NO CHANGE FROM 2023 FINAL	1.3-1.248	28.155%
3% LEVY INCREASE:	1.350,585	29.001%
6% LEVY INCREASE:	1,389,923	29.848%
9% LEVY INCREASE:	1,429,260	30.695%
12% LEVY INCREASE:	1,468,598	31.542%
15% LEVY INCREASE:	1,507,935	32.390%

Crow Wing County estimated using data currently available and is subject to change prior to truth in taxation tax rate calculations.

Request Placement on Agenda
City of Emily
Emily, MN 56447

RECEIVED
DEC 05 2023

BY:

Deadline: This form and all supporting material MUST be received in the Clerk's office by noon the Thursday before a Regular Council Meeting.

Name of person making request Robert (Bob) Eddy
Subject for consideration Proposal to form an Emily Waters + Lake Association Study Group

Regular Council Meeting Date 12/12/23

Or other meeting date _____

Will you attend the meeting? YES or NO

If NO, will you have representation & who? _____

Are you making a monetary request? YES or NO

If YES, please explain (include all bids with City of Emily on bid) _____

Will you have presentation material or other information for distribution? YES or NO

If yes, the Clerk's office must receive 7 copies for meeting packets. One page that is attached.

I understand that my time is limited to 5 minutes:

I further understand that City Council Meetings are public; therefore, all presentation materials distributed are public information:

Robert Eddy 12/04/23
Signature Date

Bob Eddy 612-961-8513
Print name Phone (in case of meeting cancellation)

December 4, 2023

Mayor Jones and City Council,

The three main Emily lake groups propose a task force/study group with the City of Emily to formalize steps that will protect clean water as an essential economic driver of our community. We suggest meeting early in 2024 for an initial session outlining priorities, and the role of volunteer organizations and the City of Emily. Discussion and decisions for the study could include:

Enforcement of ordinances – The city has ordinances that address shoreline development and maintenance. Establishing a better enforcement mechanism would increase compliance and would improve water quality.

Awareness – Educational information could be posted on the City website or Facebook page, as well as those of lake groups.

Volunteer hours – The City will benefit by knowing more about volunteer efforts at launch sites, on the water, materials being distributed to the public, and planned events sponsored by the lake groups.

Messaging and Actions – The threats from new, so-far impossible-to-eradicate invasive species and other pollutants, plus weed and algae growth that decrease fish populations and interfere with boating are more immediate concerns than in years past. Fortifying messaging by the City and lake groups and implementing actual steps for protection are needed.

Funding – Partnering with the City for grant applications to other entities, allowing donations to the Emily Lakes and Rivers Fund, clarifying use of funds and possible expansion are points to be considered.

Coordination – State and county regulations can assist in discouraging boat launching from unauthorized points on our lakes, tracking boats that have come from infested waters (recently added technology), registering fishing contests, and increasing control of ingress and egress at lake launch sites.

The presidents of the local lake groups and the chair of Emily Waters Committee will all be available to further discuss this proposal. We suggest having two Council members, two Planning & Zoning members, and appropriate staff meet to consider steps that can be taken.

Respectfully submitted,

Bob Eddy, Roosevelt and Lawrence Area Lake Association (RALALA)

Dan Brennan, Ruth Lake Improvement District

Russ Boverhuis, Emily Lakes and Rivers Association (ELRA)

Jan Mosman, Emily Waters Committee

Request Placement on Agenda
City of Emily
Emily, MN 56447

RECEIVED
NOV 29 2023

BY:

Deadline: This form and all supporting material MUST be received in the Clerk's office by noon the Thursday before a Regular Council Meeting.

Name of person making request Dave Bohmert

Subject for consideration Carry-over Access on Dahlec Lake

Regular Council Meeting Date Dec 12, 2023

Or other meeting date —

Will you attend the meeting? YES or NO

If NO, will you have representation & who? —

Are you making a monetary request? YES or NO


If YES, please explain (include all bids with City of Emily on bid) —

Will you have presentation material or other information for distribution? YES or NO

If yes, the Clerk's office must receive 7 copies for meeting packets.

I understand that my time is limited to 5 minutes:

I further understand that City Council Meetings are public; therefore, all presentation materials distributed are public information:

 11-29-23
Signature Date

Dave J. Bohmert 218-866-2450
Print name Phone (in case of meeting cancellation)



These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, measurement, liability, or fitness for any particular use.

Dahler Avenue

Date: 11/29/2023 Time: 1:46 PM



Dahler Lake Public Water Access Site

Directions to access: 1.8 miles SW of Emily, on Dahler Ave, 0.5 miles W on Hwy 6, on the north shore.

Bing (<https://bing.com/maps/default.aspx?cp=46.722314--93.970335&rtp=-pos.46.722314 -93.970335 Dahler Lake Public Water Access Site&lvl=12>) |

Google (<https://maps.google.com/maps?daddr=46.722314,-93.970335>) | Google Earth

([https://maps1.dnr.state.mn.us/cgi-bin/mapserv?](https://maps1.dnr.state.mn.us/cgi-bin/mapserv?map=COMPASS_KML_MAPFILE&mode=itemquery&qitem=id&qstring=WAS01592&qlayer=water_access_sites)

[map=COMPASS_KML_MAPFILE&mode=itemquery&qitem=id&qstring=WAS01592&qlayer=water_access sites](https://maps1.dnr.state.mn.us/cgi-bin/mapserv?map=COMPASS_KML_MAPFILE&mode=itemquery&qitem=id&qstring=WAS01592&qlayer=water_access_sites))

map=COMPASS_KML_MAPFILE&mode=itemquery&qitem=id&qstring=WAS01592&qlayer=water_access sites)

Administrator: City of Emily

Facilities:

- 1 ramp (type=natural)
- 1 parking lot (type=natural)
- no vehicle parking spaces
- 2 vehicle/trailer parking spaces
- no accessible parking spaces
- no docks
- no restrooms

Lat/Lon: 46.722314, -93.970335



Terms and Conditions of Use (https://www.dnr.state.mn.us/sitetools/data_software_license.html)

DISCLAIMER: The public water access database is a work in progress and errors do exist. Information deemed reliable, but not guaranteed.

Questions?

Call 651-296-6157 or 888-646-6367

Email us: info.dnr@state.mn.us

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Public Water Accesses in Crow Wing County

Water Body Name	Map Grid Location	Ramp Type	Fish Species	Administrator	Water Body Name	Map Grid Location	Ramp Type	Fish Species	Administrator
Adney Lake	B4	concrete	C, LB, N, S	DNR	North (Halverson Bay)	B3	concrete	C, LB, N, S, W	DNR
Allen Lake	A4	carry in	N	DNR	West (Jones Bay)	C1	concrete	C, LB, N, S, W	County
Bess Lake (Mission)	C3	carry in	C, LB, N, S, W	DNR	NW	C2	concrete	C, LB, N, S, W	City
Bess Lake (Turkey)	L1	concrete	C, LB, N, S	DNR		L3	carry in	C, LB, N, S, W	County
Bay Lake	D5	concrete	C, LB, N, S, W	DNR	Peorinagon Pt	D4	concrete	IT, LB, N, S	DNR
Big Trout Lake	A3	concrete	C, LB, N, S, W	USDA	Peorinagon Pt	D4	stone/flag	N, LB, N, S, W	DNR
Birchdale Lake	A5	carry in	N / A	DNR	Perch Lake	E2	concrete	C, N, S, W	DNR
Black Lake	C3	earth	C, LB, N, S	County	Perry Lake	B4	concrete	C, LB, N, S	DNR
Black Bear Lake	C3	concrete	C, N, S, W	DNR	Pine Lake	B3	concrete	C, LB, N, S, W	DNR
Blackfoot Lake	D4	concrete	C, LB, N, S	DNR	Staircase Landing	B3	carry in	Various	DNR
Borden Lake	E5	concrete	C, LB, N, S, W	DNR	Cross Lake Dam	B3	carry in	Various	USCOE
Butternut Lake	E4	earth	C, LB, N, S, W	County	Cross Lake Dam	B3	stone/flag	Various	DNR
Camp Lake	F5	concrete	C, LB, N, S	DNR	Harvey Drake	C4	concrete	Various	DNR
Chamshell Lake	B2	concrete	C, LB, N, S, W	USCOE	Rock Dam	B3	carry in	Various	DNR
Clark Lake	C2	concrete	LB, N, S	DNR	Platte Lake	F4	concrete	C, LB, N, S, W	DNR
Clear Lake	H2	concrete	LB, N, S, W	DNR	Pleasant Lake	B3	carry in	ST	DNR
Cleanwater Lake	D4	concrete	C, LB, N, S, W	DNR	Portsmouth Pt	D4	concrete	ST	DNR
Cherry Lake	C4	concrete	C, LB, N	DNR	Rabbit Lake	C4	concrete	C, LB, N, S, W	DNR
Crooked Lake	E4	concrete	C, LB, N, S, W	DNR	Red Sand Lake	D2	concrete	C, LB, N, S	County
Cross Lake #1	B3	concrete	C, LB, N, S, W	DNR	Rice Lake (Lawn Park)	D3	concrete	C, LB, N, S, W	City
Cross Lake #2	B3	concrete	C, LB, N, S, W	USCOE	Rice Lake (Lawn Park)	D3	Bohlinger	C, LB, N, S, W	City
Crow Wing Lake	F2	concrete	C, N, S, W	DNR	Rice Lake (Habitat WMA)	E5	carry in	C, LB, N, S	DNR
Dahler Lake	A4	carry in	LB, N, S	City	Rock Lake	F5	concrete	C, LB, N, S	DNR
Dean Lake	C3	carry in	C, LB, N, S, W	DNR	Roger Lake	B4	concrete	C, LB, N, S, W	DNR
Deer Lake	B4	concrete	C, LB, N, S	DNR	Ross Lake	B5	concrete	Various	DNR
Duck Lake	B3	carry in	N, S	DNR	Round Lake	D2	concrete	Various	DNR
Duck Lake	A5	carry in	N / A	DNR	Round Lake	E5	concrete	C, LB, N, S, W	DNR
Eagle Lake	A4	concrete	C, LB, N, S, W	DNR	Round Lake	F4	earth	C, LB, N, S, W	County
East Fox Lake	A3	concrete	C, LB, N, S, W	DNR	Russ Pt	D4	concrete	ST	County
East Fork Lake	C2	concrete	C, LB, N, S	DNR	Ruth Lake	A4	concrete	C, LB, N, S, W	DNR
Edna Lake	C2	concrete	C, LB, N, S, W	DNR	Ruth Lake	A4	Bohlinger	C, LB, N, S, W	DNR
Edward Lake	C3	concrete	C, LB, N, S, W	DNR	Sagestone Pt	D3	concrete	LB, N, S	DNR
Emily Lake	A4	concrete	C, N, S, W	DNR	Sandbar Lake	C3	concrete	C, LB, N, S	DNR
Erskine Lake	F5	concrete	C, LB, N, S	DNR	Sable Lake	F2	earth	C, LB, N, S	County
Finn Lake	C3	concrete	C, LB, N, S	County	Section 6 Lake	C4	gravel	C, LB, N, S	County
Gilbert Lake	D3	concrete	C, LB, N, S, W	County	Serpent Lake (East)	D5	concrete	C, LB, N, S, W	DNR
Gladstone Lake	C2	concrete	C, LB, N, S	DNR	Serpent Lake (West)	D4	concrete	C, LB, N, S, W	City
Goodrich Lake	B4	concrete	C, LB, N, S	DNR	Serpent Lake	D4	Bohlinger	C, LB, N, S, W	City
Grass Lake	B2	earth	C, LB, N, S, W	DNR	Sibley Lake	B2	concrete	C, LB, N, S	DNR
Greer Lake	B4	concrete	C, LB, N, S	DNR	Silver Lake	C3	concrete	C, LB, N, S	DNR
Gull Lake (East)	D2	concrete	C, LB, N, S, W	DNR	Snowshoe Lake	D4	carry in	ST	County
Hay Lake	D4	earth	C, LB, N, S	DNR	South Long Lake	E3	concrete	C, LB, N, S, W	DNR
Hildart Lake	C2	concrete	C, LB, N, S, W	DNR	Stark Lake	B5	concrete	C, LB, N, S	DNR
Huntington Pt	D4	carry in	ST	DNR	Strawberry Lake	B2	earth	ST	DNR
Island Lake	B5	concrete	C, N, S, W	DNR	Upper Dean Lake	B5	concrete	C, LB, N, S	DNR
Jaggs Lake	A3	concrete	C, LB, N, S	DNR	Upper Hay Lake	B2	concrete	C, LB, N, S, W	DNR
Jimbald Lake	B2	concrete	C, LB, N, S, W	DNR	Upper Mission Lake	C3	concrete	C, LB, N, S, W	DNR
Little Blackhead Lake	D4	earth	C, LB, N, S	DNR	Upper South Long Lake	E3	concrete	C, LB, N, S, W	DNR
Little Pelican Lake	C2	concrete	C, LB, N, S, W	DNR	Upper Whiteside Lake	B2	concrete	C, LB, N, S, W	DNR
Little Rabbit Lake	D3	concrete	C, LB, N, S	Township	Water Falls	C2	concrete	C, LB, N, S, W	DNR
Little Rabbit Lake / House Rd	D4	concrete	C, LB, N, S	County	Whipple Lake	E2	concrete	S, W	City
Loon Lake	D4	carry in	C, LB, N, S	County	Whipple Lake	E2	stone/flag	S, W	City
Louisa Lake	C3	concrete	C, LB, N, S	DNR	White Sand Lake	E2	concrete	C, N, S, W	DNR
Lower Colton Lake	C2	concrete	C, LB, N, S, W	DNR	Wolf Lake	D4	carry in	C, LB, N, S, W	County
Lower Hay Lake	D2	concrete	C, LB, N, S, W	DNR	Yamley Mine Pt	C4	carry in	N, S, W	DNR
Lower Mission Lake (NW)	C3	concrete	C, LB, N, S, W	DNR					
Lower Mission Lake (SE)	F2	carry in	C, LB, N, S, W	DNR					
Mauzel Pt	C4	carry in	ST	DNR					
Millie Collins Lake	C3	concrete	C, LB, N, S, W	DNR					
Millie Lacs Lake	E5	concrete	C, LB, N, S, W	MIN DOT					
Millie Lacs Lake (Pike Pt)	F5	concrete	C, LB, N, S, W	rain					
Moff Moon	C3	concrete	Various	DNR					
Tommasd	C3	concrete	Various	DNR					
Tracy S	C4	concrete	Various	DNR					
French Rapids	D3	concrete	Various	County					
Overgreen	D3	concrete	Various	City					
Chronic Park	F2	carry in	Various	City					
Chronic Park	E2	2 fishing piers	Various	DNR					
Trout Wing	F2	concrete	Various	DNR					
Crow Wing SPC	E2	carry in	Various	DNR					
Fort Ripley Landing	F1	concrete	Various	DNR					
Mississippi River	F1	stone/flag	Various	DNR					
Green's Point	D3	carry in	Various	DNR					
Green's Point	D3	stone/flag	Various	DNR					
Mitchell Lake	A4	concrete	C, N, S, W	DNR					
Missoua Lake	C2	concrete	C, LB, N, S, W	DNR					
Mohay Lake	D4	concrete	C, LB, N, S, W	DNR					
Merrifield	D3	concrete	C, LB, N, S, W	DNR					
North Long Lake	D2	carry in	C, LB, N, S, W	County					
NW	D2	concrete	C, LB, N, S, W	DNR					
S	D2	gravel	C, LB, N, S, W	County					
O'Brien Lake	B4	concrete	C, LB, N, S, W	DNR					
Oscawagon Lake	B3	concrete	C, LB, N, S, W	DNR					
Partridge Lake	E5	earth	C, LB, N, S	City					

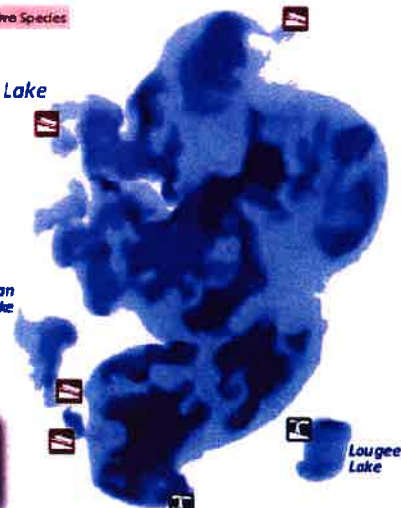
Fish Species: C - Crappie, CT - Catfish, LB - Longnose Bass, LT - Lake Trout, M - Muskrat, N - Northern Pike, S - Sandbar, SB - Sandbar/Bass, ST - Striped Trout, W - Whitefish, N/A - Not Applicable
 Administrator: DNR - MN Dept. of Natural Resources, MIN DOT - MN Dept. of Transportation, USCOE - U.S. Corps of Engineers
 * State Park Secher Required

Waters with Invasive Species

Pelican Lake

Little Pelican Lake

Depth in Feet



Lougee Lake

As on 11/30/2023

Fund	Beginning Balance	Receipts	Sale of Investments	Transfers In	Disbursements	Purchase of Investments	Transfers Out	Ending Balance	Investment Balance	Total Balance
General Fund	591,186.90	940,565.31	16,569.18	0.00	1,038,495.29	22,231.92	15,142.08	472,452.10	117,725.46	590,177.56
Road and Bridge	51,342.08	52.85	0.00	0.00	14,160.00	0.00	0.00	37,234.93	0.00	37,234.93
Small Cities Revolving Loan Fund	7,687.12	6,956.96	0.00	0.00	0.00	0.00	0.00	14,644.08	0.00	14,644.08
Small Cities Housing Rehabilitation Fund	4.41	0.00	0.00	0.00	0.00	0.00	0.00	4.41	0.00	4.41
American Rescue Plan Fund	45,908.01	49.84	0.00	0.00	0.00	0.00	0.00	45,957.85	0.00	45,957.85
Library	1,154.84	426.21	0.00	0.00	0.00	0.00	0.00	1,581.05	0.00	1,581.05
Firemens equip fund 225	105,662.55	34,057.16	15,356.15	15,142.08	125,995.76	15,844.57	0.00	28,377.61	0.00	28,377.61
1st Resp. equip fund 226	33,667.26	10,171.82	570.84	0.00	858.93	2,442.39	0.00	41,108.60	40,947.97	82,056.57
Emily Area Recycling 227	(0.12)	273.09	0.00	0.00	735.98	0.00	0.00	(463.01)	0.00	(463.01)
Police Fund 228	2,123.37	2.23	0.00	0.00	0.00	0.00	0.00	2,125.60	0.00	2,125.60
FORFEITURE FUND 229	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
General Debt Service (Identify)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Debt Service PRI 2007 302	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Debt Service GOCIP 2012 303 and 305	28,486.60	38,917.27	0.00	0.00	46,600.00	0.00	0.00	20,803.87	0.00	20,803.87
Debt Service PRI 2014 304	33,261.40	29,306.20	0.00	0.00	43,752.50	0.00	0.00	18,815.10	0.00	18,815.10
Debt Service PRI 2004 305	0.00	6.70	0.00	0.00	0.00	0.00	0.00	6.70	0.00	6.70
Debt Service PRI 2005 306	37.78	578.01	0.00	0.00	0.00	0.00	0.00	615.79	0.00	615.79
Park Acquisition and Development (Optional) CITY HALL CD 406	48,335.33	4,315.13	998.97	0.00	987.32	4,274.20	0.00	48,387.91	71,658.99	120,046.90
CEMETERY CD 407	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SMALL CITIES CD 408	1,324.98	2,132.57	499.47	0.00	493.64	2,137.08	0.00	1,326.30	35,829.48	37,155.78
POLICE DEPART. 409	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SEWER EQUIP. 410	3,309.20	1,525.92	356.76	0.00	352.60	1,526.47	0.00	3,312.81	25,592.48	28,905.29
EDA CD 412	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REHAB. PROJ. CD 413	10,063.89	11.09	0.00	0.00	0.00	0.00	0.00	10,074.98	0.00	10,074.98
CAP. PROJ. FIRE CD 414	5,009.20	5.65	0.00	0.00	0.00	0.00	0.00	5,014.85	0.00	5,014.85
CAP PROJ. RD CD 415	18,578.55	3,064.98	713.56	0.00	705.24	3,053.00	0.00	18,598.85	51,184.99	69,783.84
FUT. CITY DEV. CD 416	(2,204.61)	2,131.26	499.49	0.00	493.66	2,137.09	0.00	(2,204.61)	35,829.48	33,624.87

Fund	Beginning Balance	Receipts	Sale of Investments	Transfers In	Disbursements	Purchase of Investments	Transfers Out	Ending Balance	Investment Balance	Total Balance
SHOP BLDG CD 417	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sewage Collection and Disposal SEWER 617	97,571.68	123,146.46	142.72	0.00	127,526.45	610.61	0.00	92,723.80	10,237.00	102,960.80
Small Cities Grant 801	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Donor pass thru 851	0.00	14,000.00	0.00	0.00	14,000.00	0.00	0.00	0.00	0.00	0.00
Total:	1,082,510.42	1,211,696.71	35,707.14	15,142.08	1,415,157.37	54,257.33	15,142.08	860,499.57	389,005.85	1,249,505.42

For the Period : 11/1/2023 To 11/30/2023

Name of Fund	Beginning Balance	Total Receipts	Total Disbursed	Ending Balance	Less Deposits In Transit	Plus Outstanding Checks	Total Per Bank Statement
General Fund	\$530,912.55	\$30,376.28	\$88,836.73	\$472,452.10	\$0.00	\$24,609.02	\$497,061.12
Road and Bridge	\$45,389.46	\$5.47	\$8,160.00	\$37,234.93	\$0.00	\$6,720.00	\$43,954.93
Small Cities Revolving Loan Fund	\$14,474.78	\$169.30	\$0.00	\$14,644.08	\$0.00	\$0.00	\$14,644.08
Small Cities Housing Rehabilitation Fund	\$4.41	\$0.00	\$0.00	\$4.41	\$0.00	\$0.00	\$4.41
American Rescue Plan Fund	\$45,952.16	\$5.69	\$0.00	\$45,957.85	\$0.00	\$0.00	\$45,957.85
Library	\$1,580.83	\$0.22	\$0.00	\$1,581.05	\$0.00	\$0.00	\$1,581.05
Firemens equip fund 225	\$12,907.34	\$16,003.57	\$533.30	\$28,377.61	\$0.00	\$0.00	\$28,377.61
1st Resp. equip fund 226	\$41,103.47	\$268.55	\$263.42	\$41,108.60	\$0.00	\$0.00	\$41,108.60
Emily Area Recycling 227	(\$575.49)	\$163.29	\$50.81	(\$463.01)	\$0.00	\$0.00	(\$463.01)
Police Fund 228	\$2,125.38	\$0.22	\$0.00	\$2,125.60	\$0.00	\$0.00	\$2,125.60
FORFEITURE FUND 229	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Debt Service (Identify)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Debt Service PRI 2007 302	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Debt Service GOCIP 2012 303 and 305	\$20,801.30	\$2.57	\$0.00	\$20,803.87	\$0.00	\$0.00	\$20,803.87
Debt Service PRI 2014 304	\$18,812.76	\$2.34	\$0.00	\$18,815.10	\$0.00	\$0.00	\$18,815.10
Debt Service PRI 2004 305	\$6.70	\$0.00	\$0.00	\$6.70	\$0.00	\$0.00	\$6.70
Debt Service PRI 2005 306	\$615.68	\$0.11	\$0.00	\$615.79	\$0.00	\$0.00	\$615.79
Park Acquisition and Development (Optional)	\$48,381.89	\$467.02	\$461.00	\$48,387.91	\$0.00	\$0.00	\$48,387.91
CITY HALL CD 406	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CEMETERY CD 407	\$1,326.19	\$230.61	\$230.50	\$1,326.30	\$0.00	\$0.00	\$1,326.30
SMALL CITIES CD 408	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
POLICE DEPART. 409	\$3,312.36	\$165.09	\$164.64	\$3,312.81	\$0.00	\$0.00	\$3,312.81
SEWER EQUIP. 410	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EDA CD 412	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REHAB. PROJ. CD 413	\$10,073.75	\$1.23	\$0.00	\$10,074.98	\$0.00	\$0.00	\$10,074.98
CAP. PROJ. FIRE CD 414	\$5,014.18	\$0.67	\$0.00	\$5,014.85	\$0.00	\$0.00	\$5,014.85
CAP PROJ. RD CD 415	\$18,596.51	\$331.62	\$329.28	\$18,598.85	\$0.00	\$0.00	\$18,598.85
FUT. CITY DEV. CD 416	(\$2,204.61)	\$230.50	\$230.50	(\$2,204.61)	\$0.00	\$0.00	(\$2,204.61)
SHOP BLDG CD 417	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sewage Collection and Disposal	\$89,604.43	\$7,121.93	\$4,002.56	\$92,723.80	\$0.00	\$2,216.80	\$94,940.60
SEWER 617	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Small Cities Grant 801	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Total
Per Bank
Statement
 \$894,045.39
 Balance
 12-5-23
 08

Plus
Outstanding
Checks
 \$0.00
 \$33,545.82

Less
Deposits
In Transit
 \$0.00
 \$0.00

Ending
Balance
 \$0.00
 \$860,499.57

Total
Disbursed
 \$0.00
 \$103,262.74

Beginning
Balance
 \$0.00
 \$908,216.03

Total
Receipts
 \$0.00
 \$55,546.28

Donor pass thru 851

Total

Name of Fund	Beginning Balance	Total Receipts	Total Disbursed	Ending Balance	Outstanding Checks	Less Deposits In Transit	Total Per Bank Statement
Andrew D Hemphill							
	City Council/Town Board			Date			
Bryce I Butcher							
	City Council/Town Board			Date			
GERHART L. HANSON, JR							
	City Council/Town Board			Date			
Gregory A Koch							
	City Council/Town Board			Date			
TRACY ALLEN JONES							
	City Council/Town Board, Mayor			Date			

Date of Report : 12/5/2023

Outstanding Checks

<u>Date of Check</u>	<u>Check Number</u>	<u>To Whom Paid</u>	<u>Check Amount</u>
11/01/2023	60913	Payroll Period Ending 11/01/2023	\$36.94
11/14/2023	60961	Payroll Period Ending 11/14/2023	\$300.14
11/14/2023	60958	Denise Vukelich	\$13.08
11/15/2023	60971	LAKERS LIONS	\$30.00
11/15/2023	60972	Emily Fire Relief Association	\$18,395.81
11/22/2023	60977	Verizon	\$104.00
11/22/2023	60978	Ehlers Investment Partners, LLC	\$850.00
11/22/2023	60979	GOPHER STATE ONE-CALL	\$10.80
11/22/2023	60980	PEOPLESERVICE, INC.	\$2,090.00
11/22/2023	60981	A W Research Laboratories	\$116.00
11/22/2023	60982	Short Elliott Hendrickson, Inc.	\$6,720.00
11/22/2023	60983	AFLAC	\$31.68
11/22/2023	60984	MENARDS-BAXTER	\$372.27
11/29/2023	60990	VICTOR LUNDEEN COMPANY	\$98.51
11/29/2023	60991	CARI JOHNSON	\$25.58
11/29/2023	60992	AL'S SEWER SERVICE	\$2,158.00
11/29/2023	60993	Colonial Life	\$76.72
11/29/2023	60994	Tim Strobel	\$100.00
11/29/2023	60995	PIKE PLUMBING & HEATING OF BRAINERD	\$335.00
11/29/2023	60996	PAM RODEN	\$100.00
11/29/2023	60997	Canon Financial Services, Inc.	\$148.93
11/29/2023	60998	Aramark	\$209.16
11/29/2023	60999	Tri-County Septic Inspection	\$175.00
11/29/2023	61000	Wex Bank	\$1,048.20
Total			\$33,545.82

As of 12/5/2023

Fiscal Year : 2023

<u>Name of Fund</u>	<u>Beginning Balance</u>	<u>Total Receipts</u>	<u>Total Disbursements</u>	<u>Ending Balance</u>
General Fund	\$591,186.90	\$957,134.49	\$1,075,869.29	\$472,452.10
Road and Bridge	\$51,342.08	\$52.85	\$14,160.00	\$37,234.93
Small Cities Revolving Loan Fund	\$7,687.12	\$6,956.96	\$0.00	\$14,644.08
Small Cities Housing Rehabilitation Fund	\$4.41	\$0.00	\$0.00	\$4.41
American Rescue Plan Fund	\$45,908.01	\$49.84	\$0.00	\$45,957.85
Library	\$1,154.84	\$426.21	\$0.00	\$1,581.05
Firemens equip fund 225	\$105,662.55	\$64,555.39	\$141,840.33	\$28,377.61
1st Resp. equip fund 226	\$33,667.26	\$10,742.66	\$3,301.32	\$41,108.60
Emily Area Recycling 227	(\$0.12)	\$273.09	\$735.98	(\$463.01)
Police Fund 228	\$2,123.37	\$2.23	\$0.00	\$2,125.60
FORFEITURE FUND 229	\$0.00	\$0.00	\$0.00	\$0.00
General Debt Service (Identify)	\$0.00	\$0.00	\$0.00	\$0.00
Debt Service PRI 2007 302	\$0.00	\$0.00	\$0.00	\$0.00
Debt Service GOCIP 2012 303 and 305	\$28,486.60	\$38,917.27	\$46,600.00	\$20,803.87
Debt Service PRI 2014 304	\$33,261.40	\$29,306.20	\$43,752.50	\$18,815.10
Debt Service PRI 2004 305	\$0.00	\$6.70	\$0.00	\$6.70
Debt Service PRI 2005 306	\$37.78	\$578.01	\$0.00	\$61 ^F 79
Park Acquisition and Development (Optional)	\$48,335.33	\$5,314.10	\$5,261.52	\$48,3 1
CITY HALL CD 406	\$0.00	\$0.00	\$0.00	\$0.00
CEMETERY CD 407	\$1,324.98	\$2,632.04	\$2,630.72	\$1,326.30
SMALL CITIES CD 408	\$0.00	\$0.00	\$0.00	\$0.00
POLICE DEPART. 409	\$3,309.20	\$1,882.68	\$1,879.07	\$3,312.81
SEWER EQUIP. 410	\$0.00	\$0.00	\$0.00	\$0.00
EDA CD 412	\$0.00	\$0.00	\$0.00	\$0.00
REHAB. PROJ. CD 413	\$10,063.89	\$11.09	\$0.00	\$10,074.98
CAP. PROJ. FIRE CD 414	\$5,009.20	\$5.65	\$0.00	\$5,014.85
CAP PROJ. RD CD 415	\$18,578.55	\$3,778.54	\$3,758.24	\$18,598.85
FUT. CITY DEV. CD 416	(\$2,204.61)	\$2,630.75	\$2,630.75	(\$2,204.61)
SHOP BLDG CD 417	\$0.00	\$0.00	\$0.00	\$0.00
Sewage Collection and Disposal	\$97,571.68	\$123,289.18	\$128,137.06	\$92,723.80
SEWER 617	\$0.00	\$0.00	\$0.00	\$0.00
Small Cities Grant 801	\$0.00	\$0.00	\$0.00	\$0.00
Donor pass thru 851	\$0.00	\$14,000.00	\$14,000.00	\$0.00
Total :	\$1,082,510.42	\$1,262,545.93	\$1,484,556.78	\$860,499.57

For the period: 11/1/2023 To 11/30/2023

Investment Type	Description	Beginning Balance	Date	Deposits	Withdrawals	Ending Balance
Money Market/Bonds	MMIMIF/Municipal Bonds-Varying Maturities,	386,503.30	11/01/2023			
			11/30/2023	23.76		386,527.06
			11/30/2023	8.26		386,535.32
			11/30/2023	14.46		386,549.78
			11/30/2023	7.23		386,557.01
			11/30/2023	5.16		386,562.17
			11/30/2023	10.33		386,572.50
			11/30/2023	7.23		386,579.73
			11/30/2023	2.07		386,581.80
			11/30/2023	368.83		386,950.63
			11/30/2023	128.29		387,078.92
			11/30/2023	224.51		387,303.43
			11/30/2023	112.26		387,415.69
			11/30/2023	80.18		387,495.87
			11/30/2023	160.36		387,656.23
			11/30/2023	112.25		387,768.48
			11/30/2023	32.07		387,800.55
			11/30/2023	364.76		388,165.31
			11/30/2023	126.87		388,292.18
			11/30/2023	222.03		388,514.21
			11/30/2023	111.01		388,625.22
			11/30/2023	79.30		388,704.52
			11/30/2023	158.59		388,863.11
			11/30/2023	111.02		388,974.13
			11/30/2023	31.72		389,005.85

Total **2,502.55** **0.00** **389,005.85**

Total All Investments **2,502.55** **0.00** **389,005.85**

	Bbalance	Re-Investments	Interest	Gain/Loss	Ebalance	Bond Earned Interest Deposited in MMDA12
MMMF Investments						
Cash/Dreyfus Money Market Deposit Account	\$ 2,821.09	\$ (859.73)	\$ 78.50	\$ -	\$ 2,039.86	\$ 67.50
Money Market Total	\$ 2,821.09	\$ (859.73)	\$ 78.50	\$ -	\$ 2,039.86	
Muni Bond/US Treasury Investments						
132033GS4 Cambria County PA	\$ 14,756.85			\$ 53.55	\$ 14,810.40	
842471BY9 Southern CA Pub Fwr Auth	\$ 4,997.65			\$ 6.80	\$ 5,004.45	
952347VWQ1 West Contra Costa CA	\$ 75,199.50			\$ 85.50	\$ 75,285.00	
509262FD8 Lake Cnty ILL Cmnty Unit Sch Bds	\$ 19,640.80			\$ 77.00	\$ 19,717.80	
3130ATZ42 Federal Home Ln Bks Cons	\$ 49,975.50	\$ (51,218.75)	\$ 1,218.75	\$ 24.50	\$ -	
3130AU6T6 Federal Home Ln Bks Cons	\$ 19,979.00			\$ 16.20	\$ 19,995.20	
3130AV3M2 Federal Home Ln Bks Cons	\$ 59,482.20			\$ 229.80	\$ 59,712.00	
91282CCC3 U.S. Treasury Securities	\$ 52,506.36			\$ 266.22	\$ 52,772.58	\$ 67.50
912797LL9 U.S. Treasury Securities	\$ 87,144.35			\$ 420.97	\$ 87,565.32	
912797JK4 U.S. Treasury Securities	\$ 52,078.48			\$ 24.76	\$ 52,103.24	
Municipal Bonds Total	\$ 383,662.21	\$ 859.73	\$ 1,218.75	\$ 1,205.30	\$ 386,965.99	
TOTAL INVESTMENTS	\$ 386,503.30	\$ 0.00	\$ 1,297.25	\$ 1,205.30	\$ 389,005.85	

	Original Investment	Beginning Balance	MMMF Reinvest	MMMF Interest	MMMF Gain/Loss	Muni Bonds Reinvest	Muni Bonds Interest	Muni Bonds Gain/Loss	Ending Balance	Market Value Totals
100 General Fund	\$ 115,000.00	\$ 116,968.11	\$ (260.18)	\$ 23.76	\$ -	\$ 260.18	\$ 368.83	\$ 364.76	\$ 117,725.46	\$ 117,725.46
226 1st Resp. Equipment Fund	\$ 40,000.00	\$ 40,684.56	\$ (90.50)	\$ 8.26	\$ -	\$ 90.50	\$ 128.29	\$ 126.87	\$ 40,947.98	\$ 40,947.98
404 Park Acquisition and Dev't	\$ 70,000.00	\$ 71,197.99	\$ (158.37)	\$ 14.46	\$ -	\$ 158.37	\$ 224.51	\$ 222.03	\$ 71,658.99	\$ 71,658.99
407 Cemetery	\$ 35,000.00	\$ 35,595.98	\$ (79.19)	\$ 7.23	\$ -	\$ 79.19	\$ 112.26	\$ 111.01	\$ 35,829.48	\$ 35,829.48
409 Police Department	\$ 25,000.00	\$ 25,427.84	\$ (56.56)	\$ 5.16	\$ -	\$ 56.56	\$ 80.18	\$ 79.30	\$ 25,592.48	\$ 25,592.48
415 Capital Project Roads	\$ 50,000.00	\$ 50,855.70	\$ (113.12)	\$ 10.33	\$ -	\$ 113.12	\$ 160.36	\$ 158.59	\$ 51,184.98	\$ 51,184.98
416 Future City Development	\$ 35,000.00	\$ 35,595.98	\$ (79.19)	\$ 7.23	\$ -	\$ 79.19	\$ 112.25	\$ 111.02	\$ 35,829.48	\$ 35,829.48
602 Sewage Collection and Disp.	\$ 10,000.00	\$ 10,171.14	\$ (22.62)	\$ 2.07	\$ -	\$ 22.62	\$ 32.07	\$ 31.72	\$ 10,237.00	\$ 10,237.00
Total	\$ 380,000.00	\$ 386,503.30	\$ (859.73)	\$ 78.50	\$ -	\$ 859.73	\$ 1,218.75	\$ 1,205.30	\$ 389,005.85	\$ 389,005.85

Balance
12-5-23
DP

Fund Name: All Funds

Date Range: 11/01/2023 To 11/30/2023

Date	Remitter	Receipt #	Description	Deposit ID	Void Account Name	F-A-P	Total
11/01/2023	Lakes Area Title	13148	Inv. 23-49 Assessment Search	(11/07/2023) -	N Assessment Searches	100-34107-	\$ 25.00 <u>\$ 25.00</u>
11/02/2023	Diners Chicken Shack	13149	Inv. 23-54 2024 Liquor Licenses	(11/07/2023) -	N Alcoholic Beverages	100-32110-	\$ 875.00 <u>\$ 875.00</u>
11/02/2023	Northland Monument	13153	Staking Fee - Stuart Taylor - Blk 22 Lot 12 S 1/4 of N 1/2	(11/07/2023) -	N Cemetery -Grave openings	100-34941-	\$ 50.00 <u>\$ 50.00</u>
11/03/2023	Susan Ball	13154	Inv. 23-62 Assessment Search	(11/07/2023) -	N Assessment Searches	100-34107-	\$ 25.00 <u>\$ 25.00</u>
11/03/2023	ELCF - Lake Country Foods	13155	Inv. 23-55 2024 Liquor License	(11/07/2023) -	N Alcoholic Beverages	100-32110-	\$ 200.00 <u>\$ 200.00</u>
11/03/2023	UTILITY BILLING	13156*	Sewer Charges - ACH	(11/01/2023) -	N Rate Class I	602-37210-	\$ 342.20 <u>\$ 342.20</u>
11/03/2023	UTILITY BILLING	13157*	Sewer Charges - ACH	(11/02/2023) -	N Rate Class I Penalties and Forfeited Discounts Penalties and Forfeited Discounts	602-37210- 602-37260- 602-37260-	\$ 206.07 \$ 226.95 \$ 79.00 <u>\$ 512.02</u>
11/06/2023	Atlas Abstract & Title	13158	Inv. 23-61 Assessment Search	(11/07/2023) -	N Assessment Searches	100-34107-	\$ 25.00 <u>\$ 25.00</u>
11/06/2023	Larson Saloon 2 Inc.	13159	Inv. 23-57 2024 Liquor Licenses	(11/07/2023) -	N Alcoholic Beverages	100-32110-	\$ 1,600.00 <u>\$ 1,600.00</u>
11/07/2023	Elizabeth Pieri	13160	New Rental Dwelling License and Inspection	(11/10/2023) -	N Rental Dwelling License	100-32111-	\$ 125.00 <u>\$ 125.00</u>

Fund Name: All Funds

Date Range: 11/01/2023 To 11/30/2023

Date	Remitter	Receipt #	Description	Deposit ID	Void	Account Name	F-A-P	Total
11/07/2023	Verizon	13161	Monthly Cell Tower Lease Payment	(11/09/2023) -	N	Verizon Rental	100-34951-	\$ 1,100.00
								<u>\$ 1,100.00</u>
11/07/2023	UTILITY BILLING	13162	Sewer Charges	(11/09/2023) -	N	Rate Class I Penalties and Forfeited Discounts	602-37210- 602-37260-	\$ 0.20 \$ 0.02 <u>\$ 0.22</u>
11/07/2023	Tammy Freeman	13163	Rental Dwelling License Renewal	(11/09/2023) -	N	Rental Dwelling License	100-32111-	\$ 100.00
								<u>\$ 100.00</u>
11/08/2023	Tyson Kinkaid	13164	Rental Dwelling License Renewal	(11/09/2023) -	N	Rental Dwelling License	100-32111-	\$ 100.00
								<u>\$ 100.00</u>
11/08/2023	Pat Rheahme	13165	Copies X 9	(11/09/2023) -	N	Copies/Faxes	100-34112-	\$ 2.25 <u>\$ 2.25</u>
11/09/2023	Black Bear Real Estate	13166	Inv. 23-52 Assessment Search	(11/14/2023) -	N	Assessment Searches	100-34107-	\$ 25.00 <u>\$ 25.00</u>
11/09/2023	Crow Wing County	13167	2023 Clean Up Day Reimbursement/Grant	(11/08/2023) -	N	Other County Grants and Aids	100-33620-	\$ 1,000.00
								<u>\$ 1,000.00</u>
11/13/2023	Northern Lights Properties	13168	Rental Dwelling License Renewal	(11/14/2023) -	N	Rental Dwelling License	100-32111-	\$ 100.00
								<u>\$ 100.00</u>
11/13/2023	Ernie Rose Golf III LLC	13169	Inv. 23-59 2024 Liquor License	(11/14/2023) -	N	Alcoholic Beverages	100-32110-	\$ 44.00 <u>\$ 44.00</u>
11/14/2023	Regina Sanders	13170	Seasonal Camper Permit	(11/14/2023) -	N	Building Permits (Excludes surcharge)	100-32210-	\$ 25.00 <u>\$ 25.00</u>

Fund Name: **Cell Funds**

Date Range: **11/01/2023 To 11/30/2023**

Date	Remitter	Receipt #	Description	Deposit ID	Void	Account Name	F-A-P	Total
11/14/2023	Randal Moritz	13171	Rental Dwelling License Renewals X 9	(11/20/2023) -	N	Rental Dwelling License	100-32111-	\$ 900.00
11/14/2023	James Manders	13172	Land Use Permit	(11/20/2023) -	N	Building Permits (Excludes surcharge)	100-32210-	\$ 550.00
11/15/2023	Minnesota Revenue	13173	Fire State Aid and Supplemental Fire State Aid	(11/15/2023) -	N	State Fire Aid	100-33470-	\$ 15,565.36
11/15/2023	Emily Firemen's Relief Association	13174	Donation Resolution 23-42	(11/20/2023) -	N	Supp. Fire State Aid	100-33471-	\$ 2,830.45
11/15/2023	Emily Firemen's Relief Association	13175	Donation Resolution 23-46	(11/20/2023) -	N	Contributions and Donations from Private Sources	225-36230-	\$ 6,000.00
11/16/2023	UTILITY BILLING	13176	Sewer Charges	(11/20/2023) -	N	Rate Class I	602-37210-	\$ 347.26
11/20/2023	Oil Recycling	13177	Oil Recycling Collection - Cash	(11/21/2023) -	N	Penalties and Forfeited Discounts	602-37260-	\$ 26.36
11/20/2023	Doucette's Landscaping	13178	Inv. 23-63 Contractor Water Use	(11/21/2023) -	N	Oil Recycling	227-37311-	\$ 163.29
11/20/2023	Lakes Area Title	13179	Inv. 23-60 Assessment Search	(11/21/2023) -	N	Contractor Water Use	100-34305-	\$ 1,880.00
11/20/2023	Stuart Taylor Living Trust	13180	Cremation Burial - Stuart Taylor	(11/21/2023) -	N	Assessment Searches	100-34107-	\$ 25.00
								\$ 25.00
								\$ 300.00
								\$ 300.00
								\$ 18,395.81
								\$ 6,000.00
								\$ 10,000.00
								\$ 10,000.00
								\$ 163.29
								\$ 163.29
								\$ 1,880.00
								\$ 1,880.00
								\$ 25.00
								\$ 25.00
								\$ 300.00
								\$ 300.00

Fund Name: All Funds

Date Range: 11/01/2023 To 11/30/2023

Date	Remitter	Receipt #	Description	Deposit ID	Void Account Name	F-A-P	Total
11/20/2023	Pat Rheäume	13181	Copy	(11/21/2023) -	N Copies/Faxes	100-34112-	\$ 0.25
							\$ 0.25
11/20/2023	Pam Roden	13182	Rental Dwelling License Renewal	(11/21/2023) -	N Rental Dwelling License	100-32111-	\$ 100.00
							\$ 100.00
11/20/2023	UTILITY BILLING	13183	Sewer Charges	(11/21/2023) -	N Rate Class I Penalties and Forfeited Discounts	602-37210- 602-37260-	\$ 171.10
							\$ 17.11
							\$ 188.21
11/21/2023	Jeff Lueck	13184	Land Use Permit #23-98	(11/27/2023) -	N Building Permits (Excludes surcharge)	100-32210-	\$ 150.00
							\$ 150.00
11/21/2023	Thomas Hanson	13185	Land Use Permit #23-97	(11/27/2023) -	N Building Permits (Excludes surcharge)	100-32210-	\$ 400.00
							\$ 400.00
11/21/2023	UTILITY BILLING	13186	Sewer Charges	(11/27/2023) -	N Rate Class I Penalties and Forfeited Discounts	602-37210- 602-37260-	\$ 171.10
							\$ 17.11
							\$ 188.21
11/27/2023	Emergency Management	13187	FEMA Emergency Management Reimbursement from 5-30-22 Storm thru State - Admin	(11/27/2023) -	N Federal Grants - Emergency Preparedness/Emergency Management Aid	100-33150-	\$ 1,174.83
							\$ 1,174.83
11/28/2023	Jon Stern	13188*	Small Cities Revolving Loan	(11/29/2023) -	N State MIF Business Loans COVID-19	204-36203-15	\$ 167.51
							\$ 167.51
11/28/2023	Moritz Excavating and Septic	13189	2023 Licensed Sewer Contractor	(11/29/2023) -	N Licenses & Permits	602-32101-	\$ 125.00
							\$ 125.00
11/29/2023	Karen Stern	13190	Residential Sewer Connection on Bloomquist Drive	(11/29/2023) -	N Connection/Reconnection Fees	602-37250-	\$ 2,000.00
							\$ 2,000.00

Fund Name: All Funds

Date Range: 11/01/2023 To 11/30/2023

<u>Date</u>	<u>Remitter</u>	<u>Receipt #</u>	<u>Description</u>	<u>Deposit ID</u>	<u>Void Account Name</u>	<u>F-A-P</u>	<u>Total</u>
11/29/2023	UTILITY BILLING	13191	Sewer Charges	(11/29/2023) -	N Rate Class I Penalties and Forfeited Discounts	602-37210- 602-37260-	\$ 3,297.66 \$ 17.11 \$ 3,314.77
11/29/2023	Doug Nordahl	13192	SSTS Permit #23-99	(11/30/2023) -	N Building Permits (Excludes surcharge)	100-32210-	\$ 260.00 \$ 260.00
11/30/2023	PINE RIVER STATE BANK	13200	Int CR Checking	(11/30/2023) -	N Interest Earning	100-36210-	\$ 61.79
					Interest Earning	201-36210-	\$ 5.47
					Interest Earning	204-36210-	\$ 1.79
					Interest Earning	206-36210-	\$ 5.69
					Interest Earning	211-36210-	\$ 0.22
					Interest Earning	225-36210-	\$ 3.57
					Interest Earning	226-36210-	\$ 5.13
					Interest Earning	228-36210-	\$ 0.22
					Interest Earning	303-36210-	\$ 2.57
					Interest Earning	304-36210-	\$ 2.34
					Interest Earning	306-36210-	\$ 0.11
					Interest Earning	404-36210-	\$ 6.02
					Interest Earning	407-36210-	\$ 0.11
					Interest Earning	409-36210-	\$ 0.45
					Interest Earning	413-36210-	\$ 1.23
					Interest Earning	414-36210-	\$ 0.67
					Interest Earning	415-36210-	\$ 2.34
					Interest Earning	602-36210-	\$ 11.82 \$ 111.54
11/30/2023	Pershing	13204	Int CR MMMIF and Muni Bonds	(11/30/2023) -	N Interest Earning	100-36210-	\$ 23.76
					Interest Earning	100-36210-	\$ 368.83
					Interest Earning	226-36210-	\$ 128.29
					Interest Earning	226-36210-	\$ 8.26
					Interest Earning	404-36210-	\$ 14.46
					Interest Earning	404-36210-	\$ 224.51
					Interest Earning	407-36210-	\$ 112.26
					Interest Earning	407-36210-	\$ 7.23
					Interest Earning	409-36210-	\$ 5.16
					Interest Earning	409-36210-	\$ 80.18
					Interest Earning	415-36210-	\$ 160.36
					Interest Earning	415-36210-	\$ 10.33

Date Range : 12/7/2023 To 12/12/2023

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
12/12/2023	INTERNATIONAL UNION OF	Union dues - 12-1-23 Invoice	71055	\$140.00	100-41425-101- 100-43110-101-	Clerk Maintenance-Shop	\$70.00 \$70.00
12/12/2023	Birchdale Fire and Security	Inv. 148125 - Hall Fire Panel	71056	\$61.80	100-41941-404-	City Hall	\$61.80
12/12/2023	CULLIGAN	Invs:150X01531508,150X 01520402 - Salt and Hall Softener Equip Rental/Shop Water Rental	71057	\$171.61	100-41941-416- 100-43110-416-	City Hall Maintenance-Shop	\$101.50 \$70.11
12/12/2023	Kirvida Fire	Invs.11965: Engine #1 Air Tank Drain Valve repair on chassis air wet tank	71058	\$670.14	100-42220-404- 100-42220-310-	Fire Fighting Fire Fighting	\$278.00 \$392.14
12/12/2023	Alex Air Apparatus 2, LLC	Inv. 7607 - 2024 Fire Truck Hoses, Fittings, Adaptors, Valves to equip new truck	71059	\$1,528.92	225-42220-404- 225-42220-550-	Fire Fighting Fire Fighting	\$260.00 \$1,268.92
12/12/2023	Econo Signs, LLC.	Inv. 10-986665:Arrow Signs	71060	\$101.63	100-42601-226-	Traffic Engineering Expenditures	\$101.63
12/12/2023	Elan Financial Services	Nov23:ClerkTrain,Post,Software,OffcSp/CemSmlTI s, RoadEquip,PZSoftware,Post,OffcSupp,HallRp	71061*	\$317.71	100-41425-308- 100-49010-240- 100-43126-221-	Clerk Cemetery Road and Bridge Equipment	(\$445.00) \$310.47 \$10.57

Date Range : 12/7/2023 To 12/12/2023

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
12/12/2023	Total Compliance Solutions, Inc.	Inv. 74114 Random Testing Consortium Program 2024	71062	\$175.00	100-41910-309- 100-41425-309- 100-41910-322- 100-49010-322- 100-42860-322- 100-41941-221- 100-41425-201- 100-41910-201-	Planning and Zoning Clerk Planning and Zoning Cemetery Other Protection-1st Response City Hall Clerk Planning and Zoning	\$111.27 \$222.55 \$13.50 \$3.18 \$17.12 \$26.82 \$18.24 \$28.99
12/12/2023	LEAGUE MN CITIES INS. TRUST WC	12/4/23 Invoice - Account # 40001779 - Worker's Compensation Coverage Premium	71063	\$25,724.00	100-43110-306-	Maintenance-Shop	\$175.00
					100-41110-151- 100-41310-151- 100-41425-151- 100-41910-151- 100-41941-151- 100-42110-151- 100-42123-151- 100-42210-151- 100-42220-151- 100-42240-151- 100-42280-151- 100-42860-151- 100-42501-151- 100-43110-151- 100-43121-151- 100-43240-151- 100-45187-151- 100-45202-151- 100-49010-151- 227-43230-151- 602-49450-151-	Council/Town Board Mayor Clerk Planning and Zoning City Hall Police Administration Patrol Fire Administration Fire Fighting Fire Training Fire Stations and Buildings Other Protection-1st Response Civil Defense Expenditures Maintenance-Shop Paved Streets Waste (Refuse) Disposal Library Park Areas Cemetery Waste (Refuse) Collection Sewer Utilities - Sanitary Sewer Maintenance Sewer Utilities - Administration and General Elections	\$1,225.82 \$470.17 \$7,444.72 \$1,869.03 \$915.33 \$192.38 \$2,133.77 \$320.22 \$659.44 \$290.28 \$137.97 \$1,178.88 \$34.46 \$3,119.92 \$3,522.50 \$409.53 \$185.26 \$660.88 \$506.03 \$26.81 \$167.92
					602-49490-151- 100-41410-151-	Sewer Utilities - Administration and General Elections	\$251.42 \$0.19

Date Range : 12/7/2023 To 12/12/2023

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
				\$28,890.81	100-42140-151-	Police Training	\$1.07

Total For Selected Claims \$28,890.81 \$28,890.81

Andrew D Hemphill	City Council/Town Board	Date
Bryce L Butcher	City Council/Town Board	Date
GERHART L. HANSON, JR	City Council/Town Board	Date
Gregory A Koch	City Council/Town Board	Date
TRACY ALLEN JONES	City Council/Town Board, Mayor	Date

For the payroll period ending: 12/07/2023

<u>Account #</u>	<u>Employee #</u>	<u>Employee Name</u>	<u>Amount</u>
100-41110-103	323	Butcher, Bryce L	300.14
	428	HANSON, JR, GERHART L.	300.14
	922	Hemphill, Andrew D	300.14
	724	Koch, Gregory A	300.14
Account Total			1,200.56
100-41310-103	643	JONES, TRACY ALLEN	461.75
Account Total			461.75
100-42501-103	170	Roden, Kenneth W	36.94
Account Total			36.94
100-45187-103	623	Davis, Jane M	210.87
Account Total			210.87
100-43110-101	Unallocated (Due to rounding)		\$0.00
Total For Period			\$1,910.12

Andrew D Hemphill	City Council/Town Board	Date
Bryce L Butcher	City Council/Town Board	Date
GERHART L. HANSON, JR	City Council/Town Board	Date
Gregory A Koch	City Council/Town Board	Date
TRACY ALLEN JONES	City Council/Town Board, Mayor	Date

For the payroll period ending: 12/07/2023

<u>Account #</u>	<u>Employee #</u>	<u>Employee Name</u>	<u>Amount</u>
11425-101	85	Johnson, Cari E.	167.58
		Account Total	167.58
100-41941-101	451	Foster, Brian D	32.50
		Account Total	32.50
100-42280-101	451	Foster, Brian D	4.75
		Account Total	4.75
100-43110-101	451	Foster, Brian D	73.75
		Account Total	73.75
100-43121-101	451	Foster, Brian D	99.25
		Account Total	99.25
100-43240-101	451	Foster, Brian D	12.50
		Account Total	12.50
100-45202-101	451	Foster, Brian D	9.75
		Account Total	9.75
100-49010-101	451	Foster, Brian D	12.75
		Account Total	12.75
227-43230-101	451	Foster, Brian D	0.75
		Account Total	0.75
602-49450-101	451	Foster, Brian D	4.00
		Account Total	4.00
43110-101		Unallocated (Due to rounding)	\$0.00
		Total For Period	\$417.58

Andrew D Hemphill	City Council/Town Board	Date
Bryce L Butcher	City Council/Town Board	Date
GERHART L. HANSON, JR	City Council/Town Board	Date
Gregory A Koch	City Council/Town Board	Date
RY ALLEN JONES	City Council/Town Board, Mayor	Date

For the payroll period ending: 12/07/2023

<u>Account #</u>	<u>Employee #</u>	<u>Employee Name</u>	<u>Amount</u>
100-42860-112	562	Datzman, Teresa	3
	929	Davis, Nicholas A	170
	912	Jones, Fawn R	1,763.88
	918	Jorgenson, Kaitlin J	387.87
	892	Kommer, Krista M	2,807.44
	607	LeBlanc, Cary D	4,072.63
	911	Pollock, Connie L	1,348.31
	919	Thompson, Cynthia J	1,865.47
	389	Werner, LeAnn C.	1,389.87
	381	Werner, Mark	1,311.37
	Account Total		

100-43110-101

Unallocated (Due to rounding)

\$0.00

Total For Period

\$15,865.72

Andrew D Hemphill

City Council/Town Board

Date

Bryce L Butcher

City Council/Town Board

Date

GERHART L. HANSON, JR

City Council/Town Board

Date

Gregory A Koch

City Council/Town Board

Date

TRACY ALLEN JONES

City Council/Town Board, Mayor

Date

Date Range : 11/30/2023 To 12/6/2023

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
12/06/2023	GOPHER STATE ONE-CALL	Inv. 3110381 - Locates	71045	\$2.70	602-49490-385-	Sewer Utilities - Administration and General	\$2.70
12/06/2023	NORTHLAND PRESS	Inv.23-940,-967,-968: PZ Ordinance Amendments and Truth in Taxation Public Hearing	71046	\$256.50			
12/06/2023	Tri-County Septic Inspection	11-29:SepticDesignRev:1 9345BlueLn/Septicinsprn:42806BlueLn W	71047	\$200.00	100-41130-351- 100-41425-351-	Ordinances and Proceedings Clerk	\$128.25 \$128.25
12/06/2023	AUTO VALUE	11/25/23 Statement:ShopRepairMaint/Small Tools, RdEquip Repair Maint Supp	71048	\$390.95	100-41910-310-	Planning and Zoning	\$200.00
12/06/2023	EMILY ACE HARDWARE	Inv.11-30:ShopRepairMaint/Materials,SmllTis,Fire Smll Tls/RepairMaint,ClerkCleasing	71049	\$219.38	100-43110-221- 100-43110-240- 100-43126-221-	Maintenance-Shop Maintenance-Shop Road and Bridge Equipment	\$221.90 \$83.93 \$85.12
12/06/2023	The Office Shop, Inc.	12/1/23 Statement for Inv. 329211-0 - Canon Contract Charges	71050	\$593.98	100-43110-221- 100-42220-240- 100-43110-215- 100-43110-240- 100-42280-221- 100-41425-211-	Maintenance-Shop Fire Fighting Maintenance-Shop Maintenance-Shop Fire Stations and Buildings Clerk	\$4.64 \$51.13 \$65.44 \$35.14 \$54.11 \$8.92
12/06/2023				\$593.98	100-41425-413-	Clerk	\$593.98

Date Range : 11/30/2023 To 12/6/2023

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
12/06/2023	EAST SIDE OIL COMPANIES, INC.	Filters - Inv. R108544	71051	\$100.00	227-43230-384-	Waste (Refuse) Collection	\$100.00
12/06/2023	Tremolo Communications	City phone service - 12/1/2023 invoices	71052	\$807.75	100-41941-321- 100-41910-321- 100-41425-321- 100-41425-321- 100-42210-321- 100-43110-321-	City Hall Planning and Zoning Clerk Clerk Fire Administration Maintenance-Shop	\$38.89 \$49.77 \$39.19 \$429.13 \$144.66 \$106.11
12/06/2023	Verizon	Police - Inv. #9950052092	71053	\$29.50	100-42110-321-	Police Administration	\$29.50
12/06/2023	I.U.O.E. LOCAL 49 FRINGE BENEFIT FU	Health Insurance January 2024	71054	\$5,680.00	100-41425-101- 100-41425-131- 100-43110-101- 100-43110-131-	Clerk Clerk Maintenance-Shop Maintenance-Shop	\$590.00 \$2,250.00 \$590.00 \$2,250.00
Total For Selected Claims				\$8,280.76			\$8,280.76

For the payroll period ending: 12/06/2023

<u>Account #</u>	<u>Employee #</u>	<u>Employee Name</u>	<u>Amount</u>
11910-114	916	Bartel, Lynda C	36.94
	722	JOHNSON, DAVID P	36.94
	924	Rheaume, Patrick T	36.94
	718	SPIESS, WILLIAM F	36.94
	87	Vukelich, Denise L	36.94
Account Total			184.70
100-43110-101	Unallocated (Due to rounding)		\$0.00
Total For Period			\$184.70

Andrew D Hemphill	City Council/Town Board	Date
Bryce L Butcher	City Council/Town Board	Date
GERHART L. HANSON, JR	City Council/Town Board	Date
Gregory A Koch	City Council/Town Board	Date
TRACY ALLEN JONES	City Council/Town Board, Mayor	Date

For the payroll period ending: 12/06/2023

<u>Account #</u>	<u>Employee #</u>	<u>Employee Name</u>	<u>Amount</u>
100-41425-101	85	Johnson, Cari E.	1,115.00
	914	Prokott, Amy J	800.26
		Account Total	2,220.01
100-41425-103	623	Davis, Jane M	24.32
	909	Fahrendorff, Susan E	534.72
		Account Total	559.04
100-41910-103	909	Fahrendorff, Susan E	411.69
		Account Total	411.69
100-41941-101	451	Foster, Brian D	141.69
	502	Spindler, Calen Chris	195.13
		Account Total	336.82
100-42280-101	451	Foster, Brian D	59.58
	502	Spindler, Calen Chris	57.76
		Account Total	117.34
100-43110-101	451	Foster, Brian D	1,107.78
	502	Spindler, Calen Chris	858.59
		Account Total	1,966.37
100-43121-101	451	Foster, Brian D	181.95
	502	Spindler, Calen Chris	332.51
		Account Total	514.46
100-43240-101	451	Foster, Brian D	19.32
	502	Spindler, Calen Chris	22.29
		Account Total	41.61
100-45202-101	451	Foster, Brian D	59.58
	502	Spindler, Calen Chris	57.76
		Account Total	117.34
602-49450-101	451	Foster, Brian D	40.25
	502	Spindler, Calen Chris	39.03
		Account Total	79.28
602-49490-101	914	Prokott, Amy J	159.00
		Account Total	159.00
100-43110-101			
		Unallocated (Due to rounding)	\$0.00
		Total For Period	\$6,520.96

For the payroll period ending: 12/06/2023

<u>Account #</u>	<u>Employee #</u>	<u>Employee Name</u>	<u>Amount</u>
100-42210-116	451	Foster, Brian D	254.32
	531	GENZ, CHAD E.	2,217.88
	644	KINKAID, TYSON L	1,662.88
Account Total			4,135.08
100-42220-116	905	Armbrust, Michael D	369.40
	323	Butcher, Bryce L	346.51
	182	CHMIELECKI, JON E	254.17
	422	Combs, Kevin	276.94
	917	Fail, Kevin R	92.31
	451	Foster, Brian D	317.90
	223	FRIESNER, JONATHAN PAUL	184.59
	531	GENZ, CHAD E.	531.46
	643	JONES, TRACY ALLEN	115.54
	644	KINKAID, TYSON L	485.60
	910	Mileski, Blair M	346.48
	645	MORITZ, RANDAL H.	184.76
	225	PATRICK, JAMES M	300.34
	920	Prokott, Craig T	231.06
	180	Redding, Patrick J	392.54
	170	Roden, Kenneth W	438.55
	173	ROOKER, JOSH	184.88
	502	Spindler, Calen Chris	184.59
	175	WOSMEK, CHAD M	346.48
	134	YETZER, PHILIP G	231.06
Account Total			5,815.16
100-42240-116	905	Armbrust, Michael D	221.64
	323	Butcher, Bryce L	119.86
	182	CHMIELECKI, JON E	212.20
	422	Combs, Kevin	110.93
	917	Fail, Kevin R	36.98
	451	Foster, Brian D	203.14
	223	FRIESNER, JONATHAN PAUL	166.34
	531	GENZ, CHAD E.	219.71
	643	JONES, TRACY ALLEN	147.66
	644	KINKAID, TYSON L	220.30
	910	Mileski, Blair M	166.06
	645	MORITZ, RANDAL H.	175.40
	225	PATRICK, JAMES M	166.03
	171	Philstrom, William R	18.47
	920	Prokott, Craig T	184.51
	180	Redding, Patrick J	203.12
	170	Roden, Kenneth W	166.34
	173	ROOKER, JOSH	221.46
	502	Spindler, Calen Chris	166.34
	175	WOSMEK, CHAD M	166.06
134	YETZER, PHILIP G	184.51	
Account Total			3,477.06

For the payroll period ending: 12/06/2023

<u>Account #</u>	<u>Employee #</u>	<u>Employee Name</u>	<u>Amount</u>
100-43110-101			
		Unallocated (Due to rounding)	\$0.00
Total For Period			\$13,427.30

<u>Employee Name</u>	<u>City Council/Town Board</u>	<u>Date</u>
Andrew D Hemphill	City Council/Town Board	Date
Bryce L Butcher	City Council/Town Board	Date
GERHART L. HANSON, JR	City Council/Town Board	Date
Gregory A Koch	City Council/Town Board	Date
TRACY ALLEN JONES	City Council/Town Board, Mayor	Date

Fund Name: All Funds

Date Range: 11/15/2023 To 11/30/2023

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
11/15/2023	Payroll Period Ending 11/15/2023	60968	Foster 2023 Clothing Allowance	N	Maintenance-Shop	100-43110-101-	\$ 51.78
	Total For Check	60968					\$ 51.78
11/15/2023	Sourcewell	60969	Planning and Zoning Services for October - Inv. INV00002465	N	Planning and Zoning	100-41910-311-	\$ 1,127.50
	Total For Check	60969					\$ 1,127.50
11/15/2023	GAMMELLO - PEARSON, PLLC	60970	96255,96256,96257,96258,96260,96261:Retainer,Planning/Zoning,Sewer/RoadsCollectn,1stRes pns	N	Clerk	100-41425-304-	\$ 494.00
		60970			Planning and Zoning	100-41910-304-	\$ 39.00
		60970			Other Protection-1st Response	100-42860-304-	\$ 221.00
		60970			Paved Streets	100-43121-304-	\$ 260.00
		60970			Sewer Utilities - Administration and General	602-49490-304-	\$ 726.00
	Total For Check	60970					\$ 1,740.00
11/15/2023	LAKERS LIONS	60971	City Hall Swags for Entry	N	City Hall	100-41941-201-	\$ 30.00
	Total For Check	60971					\$ 30.00
11/15/2023	Emily Fire Relief Association	60972	Fire State Aid and Supp. Fire State Aid received in 2023	N	Fire Administration	100-42210-125-	\$ 15,565.36
		60972				100-42210-126-	\$ 2,830.45
	Total For Check	60972					\$ 18,395.81
11/15/2023	J. F. Brennan Co., Inc.	60973	Inv. 001: Emily Dam Repair	N	Bridges, Viaducts and Grade Separations	100-43130-221-	\$ 1,183.90
		60973				100-43130-404-	\$ 11,383.80
	Total For Check	60973					\$ 12,567.70
11/15/2023	Dave Johnson	60974	PZ Training Mileage	N	Planning and Zoning	100-41910-331-	\$ 41.92
	Total For Check	60974					\$ 41.92
11/15/2023	CROW WING POWER	60975	Monthly - 11-7-23 Invoices	N	City Hall	100-41941-381-	\$ 27.27
		60975				100-41941-381-	\$ 1,317.80
		60975			Fire Stations and Buildings	100-42280-381-	\$ 114.47
		60975			Maintenance-Shop	100-43110-381-	\$ 111.31
		60975				100-43110-381-	\$ 52.23

Fund Name: All Funds

Date Range: 11/15/2023 To 11/30/2023

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
		60975			Street Lighting	100-43110-381-	\$ 25.53
		60975			Park Areas	100-43160-381-	\$ 291.00
		60975				100-45202-381-	\$ 24.87
		60975			Cemetery	100-45202-381-	\$ 24.00
		60975			Sewer Utilities - Sewer Lift Stations	100-49010-381-	\$ 36.10
		60975				602-49470-381-	\$ 31.84
		60975				602-49470-381-	\$ 31.84
		60975				602-49470-381-	\$ 43.40
		60975					\$ 2,131.66
11/20/2023	PINE RIVER STATE BANK	330750*	Stop Payment Fee - 60818 Gopher State One Call Not Received	N	Clerk	100-41425-432-	\$ 25.00
		330750					\$ 25.00
11/20/2023	MINNESOTA REVENUE	330757	State Withholding - 11/8/23 Payroll	N	Clerk	100-41425-172-	\$ 115.92
		330757			Planning and Zoning	100-41910-172-	\$ 9.54
		330757			City Hall	100-41941-172-	\$ 20.91
		330757			Fire Stations and Buildings	100-42280-172-	\$ 17.71
		330757			Maintenance-Shop	100-43110-172-	\$ 75.87
		330757			Paved Streets	100-43121-172-	\$ 39.55
		330757			Waste (Refuse) Disposal	100-43240-172-	\$ 5.22
		330757			Park Areas	100-45202-172-	\$ 6.65
		330757			Cemetery	100-49010-172-	\$ 11.16
		330757			Sewer Utilities - Administration and General	602-49490-172-	\$ 6.87
		330757					\$ 309.40
11/21/2023	PERA	330754	Retirement contributions - 11/08/23 Payroll	N	Clerk	100-41425-101-	\$ 228.32
		330754				100-41425-103-	\$ 26.69
		330754				100-41425-121-	\$ 30.80
		330754				100-41425-121-	\$ 263.44
		330754			Planning and Zoning	100-41910-103-	\$ 50.66
		330754				100-41910-121-	\$ 58.45
		330754			City Hall	100-41941-101-	\$ 34.88
		330754				100-41941-121-	\$ 40.25
		330754			Fire Stations and Buildings	100-42280-101-	\$ 29.40
		330754				100-42280-121-	\$ 33.93
		330754			Maintenance-Shop	100-43110-101-	\$ 125.90
		330754				100-43110-121-	\$ 145.24

Fund Name: All Funds

Date Range: 11/15/2023 To 11/30/2023

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
		330754			Paved Streets	100-43121-101-	\$ 65.43
		330754				100-43121-121-	\$ 75.50
		330754			Waste (Refuse) Disposal	100-43240-101-	\$ 8.85
		330754				100-43240-121-	\$ 10.22
		330754			Park Areas	100-45202-101-	\$ 11.03
		330754			Cemetery	100-45202-121-	\$ 12.73
		330754				100-49010-101-	\$ 18.52
		330754			Sewer Utilities - Administration and General	100-49010-121-	\$ 21.37
		330754				602-49490-101-	\$ 16.74
		330754				602-49490-121-	\$ 19.32
		330754					\$ 1,327.67
11/22/2023	MINNESOTA REVENUE	330758	State Withholding - 11/22/23 Payroll	N	Clerk	100-41425-172-	\$ 134.46
		330758			Planning and Zoning	100-41910-172-	\$ 10.75
		330758			City Hall	100-41941-172-	\$ 24.79
		330758			Fire Stations and Buildings	100-42280-172-	\$ 4.46
		330758			Maintenance-Shop	100-43110-172-	\$ 91.64
		330758			Paved Streets	100-43121-172-	\$ 57.82
		330758			Waste (Refuse) Disposal	100-43240-172-	\$ 1.87
		330758			Park Areas	100-45202-172-	\$ 2.20
		330758			Sewer Utilities - Administration and General	602-49490-172-	\$ 0.97
		330758					\$ 328.96
11/22/2023	CITY OF CROSBY	60976	Title Transfer for 2023 Top Mount Pumper Fire Truck	N	Fire Fighting	100-42220-433-	\$ 28.00
		60976					\$ 28.00
11/22/2023	Verizon	60977	Shop - Inv. #9949233155	N	Maintenance-Shop	100-43110-321-	\$ 104.00
		60977					\$ 104.00
11/22/2023	Ehlers Investment Partners, LLC	60978	Continuing Disclosure Reporting Fee - Inv. 95852	N	Internal Auditing	100-41540-301-	\$ 850.00
		60978					\$ 850.00
11/22/2023	GOPHER STATE ONE-CALL	60979*	Inv. 3080381 - Locates	N	Sewer Utilities - Administration and General	602-49490-385-	\$ 10.80
		60979					\$ 10.80

Fund Name: All Funds

Date Range: 11/15/2023 To 11/30/2023

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
11/22/2023	PEOPLESERVICE, INC.	60980	Inv. PS-INV103260 - December 2023 Wastewater Operating Services	N	Sewer Utilities - Sanitary Sewer Maintenance	602-49450-407-	\$ 2,090.00
Total For Check 60980							\$ 2,090.00
11/22/2023	A W Research Laboratories	60981	Sewer Sample Testing - Invs. #59951	N	Sewer Utilities - Sanitary Sewer Maintenance	602-49450-315-	\$ 116.00
11/22/2023	Short Elliott Hendrickson, Inc.	60982	Invs. 456439-2024RdImprovementsFeasibility Study	N	Paved Streets	201-43121-303-	\$ 6,720.00
Total For Check 60982							\$ 6,720.00
11/22/2023	AFLAC	60983	Monthly employee ins coverage Inv. #879424	N	Maintenance-Shop	100-43110-101-	\$ 31.68
Total For Check 60983							\$ 31.68
11/22/2023	MENARDS-BAXTER	60984	Invs. 8476 - Fire Hall Repair/Maint Supplies and Fire Small Tools	N	Fire Fighting	100-42220-240-	\$ 14.99
Total For Check 60984							\$ 14.99
11/22/2023	Payroll Period Ending 11/22/2023	60985	Regular Payroll - 11-8 to 11-21	N	Fire Stations and Buildings	100-42280-221-	\$ 357.28
11/22/2023	Payroll Period Ending 11/22/2023	60985	Regular Payroll - 11-8 to 11-21	N	Clerk Planning and Zoning	100-41425-103- 100-41910-103-	\$ 68.06 \$ 890.47
Total For Check 60985							\$ 958.53
11/22/2023	Payroll Period Ending 11/22/2023	60986	Regular Payroll - 11-8 to 11-21	N	City Hall	100-41941-101-	\$ 223.98
11/22/2023	Payroll Period Ending 11/22/2023	60986	Regular Payroll - 11-8 to 11-21	N	Fire Stations and Buildings	100-42280-101-	\$ 40.12
11/22/2023	Payroll Period Ending 11/22/2023	60986	Regular Payroll - 11-8 to 11-21	N	Maintenance-Shop	100-43110-101-	\$ (0.01)
11/22/2023	Payroll Period Ending 11/22/2023	60986	Regular Payroll - 11-8 to 11-21	N	Paved Streets	100-43110-101-	\$ 897.61
11/22/2023	Payroll Period Ending 11/22/2023	60986	Regular Payroll - 11-8 to 11-21	N	Park Areas	100-43121-101-	\$ 489.76
11/22/2023	Payroll Period Ending 11/22/2023	60986	Regular Payroll - 11-8 to 11-21	N	Park Areas	100-45202-101-	\$ 20.06
Total For Check 60986							\$ 1,671.52
11/22/2023	Payroll Period Ending 11/22/2023	60987	Regular Payroll - 11-8 to 11-21	N	Clerk	100-41425-101-	\$ 1,674.00
Total For Check 60987							\$ 1,674.00
11/22/2023	Payroll Period Ending 11/22/2023	60988	Regular Payroll - 11-8 to 11-21	N	Clerk	100-41425-101-	\$ 1,131.08
11/22/2023	Payroll Period Ending 11/22/2023	60988	Regular Payroll - 11-8 to 11-21	N	Sewer Utilities - Administration and General	602-49490-101-	\$ 24.26

Fund Name: All Funds

Date Range: 1/15/2023 To 11/30/2023

<u>Date</u>	<u>Vendor</u>	<u>Total For Check</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
11/22/2023	Payroll Period Ending 11/22/2023	60988	60989	Regular Payroll - 11-8 to 11-21	N	City Hall	100-41941-101-	215.43
			60989			Fire Stations and Buildings	100-42280-101-	39.03
			60989			Maintenance-Shop	100-43110-101-	702.48
			60989			Paved Streets	100-43121-101-	546.37
			60989			Waste (Refuse) Disposal	100-43240-101-	39.03
			60989			Park Areas	100-45202-101-	18.73
		Total For Check	60989					1,155.34
11/24/2023	FEDERAL WITHHOLDING/ON LINE	330752	330752	Federal Withholding - 11/22/23	N	Council/Town Board	100-41110-103-	99.44
			330752	Payroll			100-41110-122-	80.60
			330752				100-41110-135-	18.84
			330752			Mayor	100-41310-103-	38.25
			330752				100-41310-122-	31.00
			330752				100-41310-135-	7.25
			330752			Clerk	100-41425-101-	288.49
			330752				100-41425-103-	6.13
			330752				100-41425-122-	4.97
			330752				100-41425-122-	233.81
			330752				100-41425-135-	54.68
			330752				100-41425-135-	1.16
			330752				100-41425-171-	204.30
			330752			Planning and Zoning	100-41910-103-	80.32
			330752				100-41910-122-	65.09
			330752				100-41910-135-	15.23
			330752				100-41941-101-	44.70
			330752				100-41941-122-	36.23
			330752				100-41941-135-	8.47
			330752				100-41941-171-	30.01
			330752			Fire Stations and Buildings	100-42280-101-	8.06
			330752				100-42280-122-	6.53
			330752				100-42280-135-	1.53
			330752				100-42280-171-	5.39
			330752			Civil Defense Expenditures	100-42501-103-	3.06
			330752				100-42501-122-	2.48
			330752				100-42501-135-	0.58
			330752			Maintenance-Shop	100-43110-101-	167.86
			330752				100-43110-122-	136.03
			330752				100-43110-135-	31.83
			330752				100-43110-171-	116.57

Fund Name: All Funds

Date Range: 11/15/2023 To 11/30/2023

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
		330752			Paved Streets	100-43121-101-	\$ 105.06
		330752				100-43121-122-	\$ 85.15
		330752				100-43121-135-	\$ 19.91
		330752				100-43121-171-	\$ 67.36
		330752			Waste (Refuse) Disposal	100-43240-101-	\$ 3.79
		330752				100-43240-122-	\$ 3.07
		330752				100-43240-135-	\$ 0.72
		330752				100-43240-171-	\$ 0.90
		330752			Library	100-45187-103-	\$ 19.13
		330752				100-45187-122-	\$ 15.50
		330752				100-45187-135-	\$ 3.63
		330752				100-45187-171-	\$ 20.00
		330752			Park Areas	100-45202-101-	\$ 3.94
		330752				100-45202-122-	\$ 3.20
		330752				100-45202-135-	\$ 0.74
		330752				100-45202-171-	\$ 2.67
		330752			Sewer Utilities - Administration and General	602-49490-101-	\$ 2.38
		330752				602-49490-122-	\$ 1.93
		330752				602-49490-135-	\$ 0.45
		330752				602-49490-171-	\$ 0.65
		330752					\$ 2,189.07
11/24/2023	PERA	330755	Retirement contributions - 11/22/23 Payroll	N	Clerk	100-41425-101-	\$ 264.74
		330755				100-41425-103-	\$ 5.21
		330755				100-41425-121-	\$ 6.01
		330755			Planning and Zoning	100-41425-121-	\$ 305.47
		330755				100-41910-103-	\$ 68.24
		330755			City Hall	100-41910-121-	\$ 78.74
		330755				100-41941-101-	\$ 40.73
		330755			Fire Stations and Buildings	100-41941-121-	\$ 46.99
		330755				100-42280-101-	\$ 7.34
		330755			Maintenance-Shop	100-42280-121-	\$ 8.47
		330755				100-43110-101-	\$ 148.98
		330755			Paved Streets	100-43110-121-	\$ 171.90
		330755				100-43121-101-	\$ 95.74
		330755			Waste (Refuse) Disposal	100-43121-121-	\$ 110.47
		330755				100-43240-101-	\$ 3.46
		330755			Park Areas	100-43240-121-	\$ 3.99
		330755				100-45202-101-	\$ 3.60
		330755				100-45202-121-	\$ 4.16

Fund Name: All Funds

Date Range: 11/15/2023 To 11/30/2023

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
		330755			Sewer Utilities - Administration and General	602-49490-101-	\$ 2.22
		330755					2.56
	Total For Check						1,379.02
11/29/2023	VICTOR LUNDEEN COMPANY	60990	Invs. 457746 - Checks	N	Clerk	100-41425-201-	\$ 98.51
	Total For Check	60990					98.51
11/29/2023	CARI JOHNSON	60991	Mileage: Regional Safety Group Training, Crosby DMV fire truck title, late fee title	N	Clerk	100-41425-331-	\$ 23.58
	Total For Check	60991					2.00
		60991			Fire Fighting	100-42220-810-	25.58
11/29/2023	AL'S SEWER SERVICE	60992	Invoice 1728 - Portable Toilets - Hall, City, Ballfield Parks	N	Park Areas	100-45202-415-	\$ 2,158.00
	Total For Check	60992					2,158.00
11/29/2023	Colonial Life	60993	Employee paid insurance - Inv # 47086731105315	N	Clerk	100-41425-101-	\$ 76.72
	Total For Check	60993					76.72
11/29/2023	Tim Strobel	60994	Nuisance Beaver Trapping - Ruth Lake	N	Park Areas	100-45202-404-	\$ 100.00
	Total For Check	60994					100.00
11/29/2023	PIKE PLUMBING & HEATING OF BRAINERD	60995	Inv. 85909 - City Hall - Annual Backflow Preventer Test on Boilers	N	City Hall	100-41941-404-	\$ 335.00
	Total For Check	60995					335.00
11/29/2023	PAM RODEN	60996*	Reimburse Rental Dwelling License Fee for 2024 Non Rental Property Declaration	N	Planning and Zoning	100-41910-810-	\$ 100.00
	Total For Check	60996					100.00
11/29/2023	Canon Financial Services, Inc.	60997	COPIER LEASE- 11/20/23 Inv. #31610497	N	Clerk	100-41425-413-	\$ 148.93
	Total For Check	60997					148.93

Fund Name: All Funds

Date Range: 11/15/2023 To 11/30/2023

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
11/29/2023	Aramark	60998	Rugs and Towels - Invs.2530211996,2530211995- CityHall/FireHall	N	City Hall	100-41941-418-	\$ 162.33
		60998			Fire Stations and Buildings	100-42280-418-	\$ 46.83
		60998					\$ 209.16
11/29/2023	Tri-County Septic Inspection	60999	11-27-Septichsprn:40470Sandhill IDR	N	Planning and Zoning	100-41910-310-	\$ 175.00
		60999					\$ 175.00
11/29/2023	Wex Bank	61000	Inv. 93075009 - Fuel - Road Equip, Fire	N	Fire Fighting	100-42220-212-	\$ 52.41
		61000			Road and Bridge Equipment	100-43126-212-	\$ 995.79
		61000					\$ 1,048.20
11/30/2023	Money Market/Bonds	IAD2893	Deposit Into Money Market/Bonds	N	Purchase of Investments	100-49350-800-	\$ 23.76
		IAD2893					\$ 23.76
11/30/2023	Money Market/Bonds	IAD2894	Deposit Into Money Market/Bonds	N	Purchase of Investments	226-49350-800-	\$ 8.26
		IAD2894					\$ 8.26
11/30/2023	Money Market/Bonds	IAD2895	Deposit Into Money Market/Bonds	N	Purchase of Investments	404-49350-800-	\$ 14.46
		IAD2895					\$ 14.46
11/30/2023	Money Market/Bonds	IAD2896	Deposit Into Money Market/Bonds	N	Purchase of Investments	407-49350-800-	\$ 7.23
		IAD2896					\$ 7.23
11/30/2023	Money Market/Bonds	IAD2897	Deposit Into Money Market/Bonds	N	Purchase of Investments	409-49350-800-	\$ 5.16
		IAD2897					\$ 5.16
11/30/2023	Money Market/Bonds	IAD2898	Deposit Into Money Market/Bonds	N	Purchase of Investments	415-49350-800-	\$ 10.33
		IAD2898					\$ 10.33
11/30/2023	Money Market/Bonds	IAD2899	Deposit Into Money Market/Bonds	N	Purchase of Investments	416-49350-800-	\$ 7.23
		IAD2899					\$ 7.23

Fund Name: All Funds

Date Range: 11/15/2023 To 11/30/2023

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
11/30/2023	Money Market/Bonds	IAD2900	Deposit Into Money Market/Bonds	N	Purchase of Investments	602-49350-800-	\$ 2.07
	Total For Check	IAD2900					\$ 2.07
11/30/2023	Money Market/Bonds	IAD2901	Deposit Into Money Market/Bonds	N	Purchase of Investments	100-49350-800-	\$ 368.83
	Total For Check	IAD2901					\$ 368.83
11/30/2023	Money Market/Bonds	IAD2902	Deposit Into Money Market/Bonds	N	Purchase of Investments	226-49350-800-	\$ 128.29
	Total For Check	IAD2902					\$ 128.29
11/30/2023	Money Market/Bonds	IAD2903	Deposit Into Money Market/Bonds	N	Purchase of Investments	404-49350-800-	\$ 224.51
	Total For Check	IAD2903					\$ 224.51
11/30/2023	Money Market/Bonds	IAD2904	Deposit Into Money Market/Bonds	N	Purchase of Investments	407-49350-800-	\$ 112.26
	Total For Check	IAD2904					\$ 112.26
11/30/2023	Money Market/Bonds	IAD2905	Deposit Into Money Market/Bonds	N	Purchase of Investments	409-49350-800-	\$ 80.18
	Total For Check	IAD2905					\$ 80.18
11/30/2023	Money Market/Bonds	IAD2906	Deposit Into Money Market/Bonds	N	Purchase of Investments	415-49350-800-	\$ 160.36
	Total For Check	IAD2906					\$ 160.36
11/30/2023	Money Market/Bonds	IAD2907	Deposit Into Money Market/Bonds	N	Purchase of Investments	416-49350-800-	\$ 112.25
	Total For Check	IAD2907					\$ 112.25
11/30/2023	Money Market/Bonds	IAD2908	Deposit Into Money Market/Bonds	N	Purchase of Investments	602-49350-800-	\$ 32.07
	Total For Check	IAD2908					\$ 32.07
11/30/2023	Money Market/Bonds	IAD2909	Deposit Into Money Market/Bonds	N	Purchase of Investments	100-49350-800-	\$ 364.76
	Total For Check	IAD2909					\$ 364.76
11/30/2023	Money Market/Bonds	IAD2910	Deposit Into Money Market/Bonds	N	Purchase of Investments	226-49350-800-	\$ 126.87

Fund Name: All Funds

Date Range: 11/15/2023 To 11/30/2023

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
11/30/2023	Money Market/Bonds	IAD2910	Deposit into Money Market/Bonds	N	Purchase of Investments	404-49350-800-	\$ 126.87
	Total For Check	IAD2911					\$ 222.03
11/30/2023	Money Market/Bonds	IAD2912	Deposit into Money Market/Bonds	N	Purchase of Investments	407-49350-800-	\$ 111.01
	Total For Check	IAD2912					\$ 111.01
11/30/2023	Money Market/Bonds	IAD2913	Deposit into Money Market/Bonds	N	Purchase of Investments	409-49350-800-	\$ 79.30
	Total For Check	IAD2913					\$ 79.30
11/30/2023	Money Market/Bonds	IAD2914	Deposit into Money Market/Bonds	N	Purchase of Investments	415-49350-800-	\$ 158.59
	Total For Check	IAD2914					\$ 158.59
11/30/2023	Money Market/Bonds	IAD2915	Deposit into Money Market/Bonds	N	Purchase of Investments	416-49350-800-	\$ 111.02
	Total For Check	IAD2915					\$ 111.02
11/30/2023	Money Market/Bonds	IAD2916	Deposit into Money Market/Bonds	N	Purchase of Investments	602-49350-800-	\$ 31.72
	Total For Check	IAD2916					\$ 31.72
	Total For Selected Checks						\$ 65,966.35

11/30/2023

General Fund

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Current Ad Valorem Taxes	1,201,976.31	666,647.74	(535,328.57)
Delinquent Ad Valorem Taxes	14,574.99	7,547.67	(7,027.32)
Mobile Home Tax	9.17	19.68	10.51
Fiscal Disparities	1,833.33	3,146.61	1,313.28
Total Acct 310	1,218,393.80	677,361.70	(541,032.10)
Franchise Taxes	3,437.50	0.00	(3,437.50)
Severed Mineral Tax	197.08	227.89	30.81
Total Acct 318	3,634.58	227.89	(3,406.69)
Penalties and Interest on Ad valorem Taxes	2,351.25	481.44	(1,869.81)
Forfeited Tax Sale Apportionments	4,950.00	4,763.55	(186.45)
Principal on Special Assessments	0.00	0.00	0.00
Penalties and Interest on Special Assessments	32.08	0.00	(32.08)
Total Acct 319	7,333.33	5,244.99	(2,088.34)
Licenses & Permits	91.67	0.00	(91.67)
Alcoholic Beverages	6,650.41	5,969.00	(681.41)
Rental Dwelling License	3,208.33	3,500.00	291.67
Right-of-Way Management	0.00	0.00	0.00
Total Acct 321	9,950.41	9,469.00	(481.41)
Building Permits (Excludes surcharge)	20,854.15	30,080.00	9,225.85
Animal Licenses	36.67	15.00	(21.67)
Total Acct 322	20,890.82	30,095.00	9,204.18
Federal Grants - Emergency Preparedness/Emergency Management Aid	0.00	24,671.46	24,671.46
Federal Payments in Lieu of Taxes	1.83	4.84	3.01
Total Acct 331	1.83	24,676.30	24,674.47
Homestead and Agricultural Credit Aid (HACA)	38,729.14	23,203.64	(15,525.50)
Police Training Reimbursement	458.33	0.00	(458.33)
State Emergency Management Aid	0.00	13,384.99	13,384.99
Agricultural Market Value Credit	485.83	411.27	(74.56)
Fire Training Reimbursement	3,666.66	1,300.00	(2,366.66)
State Fire Aid	11,233.74	15,565.36	4,331.62
Supp. Fire State Aid	2,291.67	2,830.45	538.78
State Police Aid	12,374.99	14,714.07	2,339.08
Total Acct 334	69,240.36	71,409.78	2,169.42
Other County Grants and Aids	0.00	1,000.00	1,000.00
Grants & Aids from Other LGUs	3,960.00	4,847.00	887.00
Total Acct 336	3,960.00	5,847.00	1,887.00
City/Town Hall Rent	458.33	726.00	267.67
Zoning and Subdivision Fees	3,391.66	1,950.00	(1,441.66)
Assessment Searches	916.67	1,161.00	244.33
Candidate Filing Fee	0.00	0.00	0.00
Copies/Faxes	64.17	57.15	(7.02)
Total Acct 341	4,830.83	3,894.15	(936.68)
Special Police Services	2,200.00	600.00	(1,600.00)
Special Fire Protection Services	23,649.98	46,342.65	22,692.67
First Responder Charges	7,021.66	5,850.03	(1,171.63)
Total Acct 342	32,871.64	52,792.68	19,921.04
Sale of Culverts	1,026.67	640.00	(386.67)
Contractor Water Use	0.00	1,880.00	1,880.00
Total Acct 343	1,026.67	2,520.00	1,493.33
Refuse Collection Charges	2,750.00	1,218.00	(1,532.00)
Total Acct 344	2,750.00	1,218.00	(1,532.00)

11/30/2023

General Fund

	<u>Budget</u>	<u>Actual</u>	<u>Vari</u>
Receipts:			
Cemetery Revenues	458.33	500.00	41.67
Cemetery -Grave openings	5,064.58	3,700.00	(1,364.58)
Cemetery -Sale of lots	11,916.66	6,015.00	(5,901.66)
Misc. Rents	18.33	1.00	(17.33)
Verizon Rental	12,099.99	12,100.00	0.01
Total Acct 349	29,557.89	22,316.00	(7,241.89)
Court Fines	751.67	518.11	(233.56)
Administrative Fines (Penalties)	458.33	3,392.50	2,934.17
Total Acct 351	1,210.00	3,910.61	2,700.61
Interest Earning	3,666.66	5,649.28	1,982.62
Contributions and Donations from Private Sources	0.00	0.00	0.00
Refunds	5,500.00	22,662.74	17,162.74
Total Acct 362	9,166.66	28,312.02	19,145.36
Total Revenues	1,414,818.82	939,295.12	(475,523.70)
Other Financing Sources:			
Unrealized Investment Gain	229.17	1,270.19	1,041.02
Total Acct 391	229.17	1,270.19	1,041.02
Capital Contributions	91.67	0.00	(91.67)
Total Acct 397	91.67	0.00	(91.67)
Sale of Investment	229,166.50	16,569.18	(212,597.32)
Total Acct 399	229,166.50	16,569.18	(212,597.32)
Total Other Financing Sources	229,487.34	17,839.37	(211,647.97)

11/30/2023

General Fund

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Disbursements:			
Council/Town Board	20,932.07	17,672.74	3,259.33
Ordinances and Proceedings	4,904.17	1,470.75	3,433.42
Total Acct 411	25,836.24	19,143.49	6,692.75
Mayor	7,273.75	6,436.56	837.19
Total Acct 413	7,273.75	6,436.56	837.19
Elections	91.67	0.52	91.15
Clerk	185,226.13	166,207.55	19,018.58
Total Acct 414	185,317.80	166,208.07	19,109.73
Internal Auditing	11,155.83	18,400.00	(7,244.17)
Total Acct 415	11,155.83	18,400.00	(7,244.17)
Planning and Zoning	57,122.06	52,925.26	4,196.80
General Government Buildings and Plant	3,135.00	2,416.00	719.00
City Hall	54,225.40	48,992.72	5,232.68
Total Acct 419	114,482.46	104,333.98	10,148.48
Police Administration	35,032.24	25,789.03	9,243.21
Patrol	126,873.92	52,400.95	74,472.97
Police Training	2,144.09	20.86	2,123.23
Police Stations and Buildings	0.00	233.25	(233.25)
Total Acct 421	164,050.25	78,444.09	85,606.16
Fire Administration	47,777.54	50,600.83	(2,823.29)
Fire Fighting	136,752.82	105,582.44	31,170.38
Fire Training	10,175.00	4,550.15	5,624.85
Fire Stations and Buildings	13,053.33	12,323.82	729.51
Total Acct 422	207,758.69	173,057.24	34,701.45
Building Inspections Administration	3,208.33	1,087.50	2,120.83
Rental Inspections	2,016.67	1,712.50	304.17
Total Acct 424	5,225.00	2,800.00	2,425.00
Civil Defense Expenditures	1,048.66	473.68	574.98
Total Acct 425	1,048.66	473.68	574.98
Traffic Engineering Expenditures	4,170.83	5,961.51	(1,790.68)
Total Acct 426	4,170.83	5,961.51	(1,790.68)
Other Protection-1st Response	39,228.73	7,565.32	31,663.41
Total Acct 428	39,228.73	7,565.32	31,663.41
Maintenance-Shop	127,196.58	124,056.35	3,140.23
Paved Streets	72,852.02	61,459.73	11,392.29
Unpaved Streets	46,245.80	44,316.00	1,929.80
Ice and Snow Removal	4,125.00	0.00	4,125.00
Road and Bridge Equipment	148,564.26	134,339.22	14,225.04
Bridges, Viaducts and Grade Separations	18,608.32	19,733.32	(1,125.00)
Street Lighting	3,208.33	3,258.50	(50.17)
Total Acct 431	420,800.31	387,163.12	33,637.19
Waste (Refuse) Disposal	15,386.24	15,075.30	310.94
Total Acct 432	15,386.24	15,075.30	310.94
Historical Society	91.67	100.00	(8.33)
Total Acct 450	91.67	100.00	(8.33)
Library	5,202.09	3,038.11	2,163.98
Total Acct 451	5,202.09	3,038.11	2,163.98
Park Areas	22,339.15	24,485.54	(2,146.39)
Total Acct 452	22,339.15	24,485.54	(2,146.39)
Water Resources	916.67	1,000.00	(83.33)

11/30/2023

General Fund

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Disbursements:			
Emily Waters	13,520.83	11,256.00	2,264.83
Total Acct 461	14,437.50	12,256.00	2,181.50
Economic Development and Assistance	1,172.40	450.00	722.40
Total Acct 465	1,172.40	450.00	722.40
Food Shelf	229.17	250.00	(20.83)
Cemetery	17,682.50	11,442.83	6,239.67
Total Acct 490	17,911.67	11,692.83	6,218.84
Total Disbursements	1,262,889.27	1,037,084.84	225,804.43
Other Financing Uses:			
Unrealized Investment Loss	5,958.33	1,410.45	4,547.88
Purchase of Investments	230,633.17	22,231.92	208,401.25
Transfer To Governmental Fund	0.00	15,142.08	(15,142.08)
Total Acct 493	236,591.50	38,784.45	197,807.05
Total Other Financing Uses	236,591.50	38,784.45	197,807.05
Beginning Cash Balance		591,186.90	
Total Receipts and Other Financing Sources		957,134.49	
Total Disbursements and Other Financing Uses		1,075,869.29	
Cash Balance as of 11/30/2023		472,452.10	

Fund Name: 602 - Sewage Collection and Disposal

Date Range: 11/01/2023 To 11/30/2023

Date	Remitter	Receipt #	Description	Deposit ID	Void Account Name	F-A-P	Total
11/03/2023	UTILITY BILLING	13156*	Sewer Charges - ACH	(11/01/2023) -	N Rate Class I	602-37210-	\$ 342.20
							\$ 342.20
11/03/2023	UTILITY BILLING	13157*	Sewer Charges - ACH	(11/02/2023) -	N Rate Class I Penalties and Forfeited Discounts	602-37210- 602-37260-	\$ 206.07
					Penalties and Forfeited Discounts	602-37260-	\$ 226.95
							\$ 79.00
							\$ 512.02
11/07/2023	UTILITY BILLING	13162	Sewer Charges	(11/09/2023) -	N Rate Class I Penalties and Forfeited Discounts	602-37210- 602-37260-	\$ 0.20
							\$ 0.02
							\$ 0.22
11/16/2023	UTILITY BILLING	13176	Sewer Charges	(11/20/2023) -	N Rate Class I Penalties and Forfeited Discounts	602-37210- 602-37260-	\$ 347.26
							\$ 26.36
							\$ 373.62
11/20/2023	UTILITY BILLING	13183	Sewer Charges	(11/21/2023) -	N Rate Class I Penalties and Forfeited Discounts	602-37210- 602-37260-	\$ 171.10
							\$ 17.11
							\$ 188.21
11/21/2023	UTILITY BILLING	13186	Sewer Charges	(11/27/2023) -	N Rate Class I Penalties and Forfeited Discounts	602-37210- 602-37260-	\$ 171.10
							\$ 17.11
							\$ 188.21
11/28/2023	Moritz Excavating and Septic	13189	2023 Licensed Sewer Contractor	(11/29/2023) -	N Licenses & Permits	602-32101-	\$ 125.00
							\$ 125.00
11/29/2023	Karen Stern	13190	Residential Sewer Connection on Bloomquist Drive	(11/29/2023) -	N Connection/Reconnection Fees	602-37250-	\$ 2,000.00
							\$ 2,000.00
11/29/2023	UTILITY BILLING	13191	Sewer Charges	(11/29/2023) -	N Rate Class I Penalties and Forfeited Discounts	602-37210- 602-37260-	\$ 3,297.66
							\$ 17.11
							\$ 3,314.77

Fund Name: 602 - Sewage Collection and Disposal

Date Range: 11/01/2023 To 11/30/2023

Date	Remitter	Receipt #	Description	Deposit ID	Void Account Name	F-A-P	Total
11/30/2023	PINE RIVER STATE BANK	13200	Int CR Checking	(11/30/2023) -	N Interest Earning	602-36210-	\$ 11.82
11/30/2023	Pershing	13204	Int CR MMMF and Muni Bonds	(11/30/2023) -	N Interest Earning	602-36210-	\$ 2.07
11/30/2023	Pershing	13205	Unrealized Muni Bonds Gains	(11/30/2023) -	N Unrealized Investment Gain	602-39103-	\$ 32.07
Total for Selected Receipts							\$ 34.14
							\$ 31.72
							\$ 7,121.93

Fund Name: 602 - Sewage Collection and Disposal

Date Range: 11/15/2023 To 11/30/2023

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
11/15/2023	GAMMELLO - PEARSON, PLLC	60970	96255,96256,96257,96258,96260,96261:Retainer,Planning/Zoning,Sewer/RoadsCollectn,1stRes pns	N	Sewer Utilities - Administration and General	602-49490-304-	\$ 726.00
Total For Check 60970							\$ 726.00
11/15/2023	CROW WING POWER	60975	Monthly - 11-7-23 Invoices	N	Sewer Utilities - Sewer Lift Stations	602-49470-381-	\$ 31.84
		60975				602-49470-381-	\$ 31.84
		60975				602-49470-381-	\$ 43.40
Total For Check 60975							\$ 107.08
11/20/2023	MINNESOTA REVENUE	330757	State Withholding - 11/8/23 Payroll	N	Sewer Utilities - Administration and General	602-49490-172-	\$ 6.87
Total For Check 330757							\$ 6.87
11/21/2023	PERA	330754	Retirement contributions - 11/08/23 Payroll	N	Sewer Utilities - Administration and General	602-49490-101-	\$ 16.74
		330754				602-49490-121-	\$ 19.32
Total For Check 330754							\$ 36.06
11/22/2023	MINNESOTA REVENUE	330758	State Withholding - 11/22/23 Payroll	N	Sewer Utilities - Administration and General	602-49490-172-	\$ 0.97
Total For Check 330758							\$ 0.97
11/22/2023	GOPHER STATE ONE-CALL	60979*	Inv. 3080381 - Locates	N	Sewer Utilities - Administration and General	602-49490-385-	\$ 10.80
Total For Check 60979							\$ 10.80
11/22/2023	PEOPLESERVICE, INC.	60980	Inv. PS-INV103260 - December 2023 Wastewater Operating Services	N	Sewer Utilities - Sanitary Sewer Maintenance	602-49450-407-	\$ 2,090.00
Total For Check 60980							\$ 2,090.00
11/22/2023	A W Research Laboratories	60981	Sewer Sample Testing - Invs. #59951	N	Sewer Utilities - Sanitary Sewer Maintenance	602-49450-315-	\$ 116.00
Total For Check 60981							\$ 116.00
11/22/2023	Payroll Period Ending 11/22/2023	60988	Regular Payroll - 11-8 to 11-21	N	Sewer Utilities - Administration and General	602-49490-101-	\$ 24.26

Fund Name: 602 - Sewage Collection and Disposal

Date Range: 11/15/2023 To 11/30/2023

Date Vendor Check # Total For Check

11/24/2023 FEDERAL WITHHOLDING/ON LINE 330752 60988
 330752
 330752
 330752
Total For Check 330752

11/24/2023 PERA 330755
 330755
Total For Check 330755

11/30/2023 Money Market/Bonds IAD2900
Total For Check IAD2900

11/30/2023 Money Market/Bonds IAD2908
Total For Check IAD2908

11/30/2023 Money Market/Bonds IAD2916
Total For Check IAD2916

Total For Selected Checks

Description	Void	Account Name	F-A-O-P	Total
Federal Withholding - 11/22/23 Payroll	N	Sewer Utilities - Administration and General	602-49490-101-	\$ 24.26
			602-49490-122-	\$ 1.93
			602-49490-135-	\$ 0.45
			602-49490-171-	\$ 0.65
			\$ 5.41	
Retirement contributions - 11/22/23 Payroll	N	Sewer Utilities - Administration and General	602-49490-101-	\$ 2.22
			602-49490-121-	\$ 2.56
			\$ 4.78	
Deposit Into Money Market/Bonds	N	Purchase of Investments	602-49350-800-	\$ 2.07
			\$ 2.07	
Deposit Into Money Market/Bonds	N	Purchase of Investments	602-49350-800-	\$ 32.07
			\$ 32.07	
Deposit Into Money Market/Bonds	N	Purchase of Investments	602-49350-800-	\$ 31.72
			\$ 31.72	
			\$ 3,194.09	

11/30/2023

Sewage Collection and Disposal

	Budget	Actual	Variance
Receipts:			
Current Ad Valorem Taxes	55,450.62	35,280.89	(20,169.73)
Delinquent Ad Valorem Taxes	1,375.00	459.37	(915.63)
Mobile Home Tax	0.46	1.36	0.90
Fiscal Disparities	183.33	166.65	(16.68)
Total Acct 310	57,009.41	35,908.27	(21,101.14)
Severed Mineral Tax	13.75	11.95	(1.80)
Total Acct 318	13.75	11.95	(1.80)
Penalties and Interest on Ad valorem Taxes	0.00	0.00	0.00
Principal on Special Assessments	2,621.66	2,039.66	(582.00)
Penalties and Interest on Special Assessments	320.83	60.48	(260.35)
Total Acct 319	2,942.49	2,100.14	(842.35)
Licenses & Permits	0.00	125.00	125.00
Public Utilities	114.58	0.00	(114.58)
Total Acct 321	114.58	125.00	10.42
Homestead and Agricultural Credit Aid (HACA)	1,420.83	1,582.22	161.39
Total Acct 334	1,420.83	1,582.22	161.39
Interest Earning	412.50	565.24	152.74
Refunds	0.00	4.00	4.00
Total Acct 362	412.50	569.24	156.74
Rate Class I	72,416.61	77,664.42	5,247.81
Connection/Reconnection Fees	0.00	4,000.00	4,000.00
Penalties and Forfeited Discounts	825.00	1,066.92	241.92
Hauled Wastewater Fees	412.50	0.00	(412.50)
Total Acct 372	73,654.11	82,731.34	9,077.23
Total Revenues	135,567.67	123,028.16	(12,539.51)
Other Financing Sources:			
Unrealized Investment Gain	183.33	118.30	(65.03)
Total Acct 391	183.33	118.30	(65.03)
Sale of Investment	22,916.65	142.72	(22,773.93)
Total Acct 399	22,916.65	142.72	(22,773.93)
Total Other Financing Sources	23,099.98	261.02	(22,838.96)
Disbursements:			
Bond Principal	54,999.96	60,000.00	(5,000.04)
Total Acct 471	54,999.96	60,000.00	(5,000.04)
Interest - Bonds	24,550.61	26,782.50	(2,231.89)
Total Acct 472	24,550.61	26,782.50	(2,231.89)
Fiscal Agent's Fees	435.42	475.00	(39.58)
Total Acct 475	435.42	475.00	(39.58)
Sewer Utilities - Sanitary Sewer Maintenance	35,268.73	29,729.38	5,539.35
Sewer Utilities - Sanitary Sewer Cleaning	5,500.00	0.00	5,500.00
Sewer Utilities - Sewer Lift Stations	7,800.83	2,087.15	5,713.68
Sewer Utilities - Administration and General	6,274.57	8,311.36	(2,036.79)
Total Acct 494	54,844.13	40,127.89	14,716.24
Total Disbursements	134,830.12	127,385.39	7,444.73

11/30/2023

Sewage Collection and Disposal

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Other Financing Uses:			
Unrealized Investment Loss	572.92	141.06	431.86
Purchase of Investments	23,264.64	610.61	22,654.03
Total Acct 493	<u>23,837.56</u>	<u>751.67</u>	<u>23,085.89</u>
Total Other Financing Uses	<u>23,837.56</u>	<u>751.67</u>	<u>23,085.89</u>
Beginning Cash Balance		97,571.68	
Total Receipts and Other Financing Sources		123,289.18	
Total Disbursements and Other Financing Uses		<u>128,137.06</u>	
Cash Balance as of 11/30/2023		92,723.80	

REPORT FOR EMILY CITY COUNCIL MEETING
DECEMBER 12TH, 2023

EMILY VOLUNTEER FIRE DEPARTMENT

- We had 18 members at our last meeting
- 0 fire calls since the last meeting
- Checked all equipment
- We put the new engine # 2 in service
- We had water rescue training

Respectfully submitted,

A handwritten signature in black ink that reads "Chad Genz". The signature is written in a cursive, flowing style.

Chad Genz
Chief - Emily Fire Dept.

**CITY OF EMILY
COUNTY OF CROW WING
STATE OF MINNESOTA**

RESOLUTION NO. 23-40

**RESOLUTION RATIFYING AMENDED BYLAWS OF THE
EMILY FIREMEN'S RELIEF ASSOCIATION**

WHEREAS, the Emily Firemen's Relief Association is required to have bylaws; and

WHEREAS, amendments to those bylaws are sometimes needed which require City Council ratification;
and

WHEREAS, the amendments were adopted by the Emily Firemen's Relief Association on
October 24, 2023, including employment of all Emily First Response Unit members on the Emily
Volunteer Fire Department;

NOW, THEREFORE, BE IT RESOLVED that the Emily City Council ratifies the amendments to the bylaws of
the Emily Firemen's Relief Association.

BE IT FURTHER RESOLVED that employment of the Emily First Response Unit members on the Emily
Volunteer Fire Department shall be effective January 1, 2024.

Passed by the City Council of Emily, Minnesota this 12th day of December, 2023.

Tracy Jones, Mayor

Attested:

Cari Johnson, MCMC, City Clerk/Treasurer

BYLAWS OF THE EMILY FIREMEN'S RELIEF ASSOCIATION

ARTICLE I - NAME

Section 1 – NAME. The name of this relief association is the Emily Firemen's Relief Association (Association). It is a nonprofit organization incorporated under the laws of Minnesota.

Section 2 – TYPE. The Association is a defined-benefit lump-sum relief association subject to Minn. Stat. §§ 424A.015; 424A.02; and 424A.091 to 424A.094. All benefits provided by this Association derive from and are governed by Federal and State laws and these bylaws.

Section 3 – BOOKS AND RECORDS. The Association will keep, at a minimum, correct and complete copies of its articles of incorporation and bylaws, accounting records, records documenting Special Fund transactions, records necessary to determine benefits payable and paid to individual members and their beneficiaries, and minutes of each of its meetings that record the votes of actions taken. Unless a Records Retention Schedule is adopted and the Minnesota Historical Society has been notified or authority to destroy records is received from the Records Disposition Panel, relief association records may not be destroyed.

Section 4 – PURPOSE. The Association is a governmental entity that receives and manages public money to provide retirement and ancillary benefits for individuals providing the governmental services of firefighting and emergency first response, and for their beneficiaries.

Section 5 – FISCAL YEAR. The Association's fiscal year begins on January 1 of each calendar year and ends on December 31 of the same calendar year.

ARTICLE II – MEMBERSHIP

Section 1 – MEMBERSHIP. All individuals who are members of the Emily Volunteer Fire Department (**Fire Department**) are engaged in or qualified to provide fire suppression duties, and who meet any additional standards established by the Fire Department or by the Association are eligible for membership in the Association.

If the city has approved the employment on the Fire Department of volunteer firefighters to perform fire prevention duties and to supervise fire prevention duties, the personnel serving in fire prevention positions are eligible for membership in the Association and qualify for service pensions and other benefit coverage of the Association on the same basis as members who perform fire suppression duties.

If the city has approved the employment on the Fire Department of volunteer emergency medical personnel, individuals who solely perform or supervise volunteer emergency medical duties are eligible for membership in the Association and qualify for service pensions and other benefit coverage of the Association on the same basis as members who perform fire suppression duties.

No member may be credited with service credit in the Association for the same hours of service for which coverage is already provided in a fund operated by the Public Employees Retirement Association.

Application for membership will be made in writing on a form supplied by the Secretary of the Association. Membership will be approved by the Board of Trustees.

Section 2 – MEMBERSHIP START DATE. Membership in the Association begins on the date a firefighter is hired by the city or, for volunteer emergency medical personnel, either the date volunteer emergency medical personnel were approved to become members of the Association or, if after the approval date, the date the volunteer emergency medical employee was hired by the city.

Section 3 – EXCLUSIONS. The Association may exclude from membership an applicant who, due to some medically determinable physical or mental impairment or condition, would constitute a predictable and unwarranted risk of imposing liability for an ancillary benefit at any age earlier than the minimum age specified for receipt of a service pension. A minor may not be a member of this Association.

Section 4 – TERMINATION. Any member may be terminated from the Association for cause by a two thirds vote of all members present at a special meeting of the membership. Cause for termination includes, but is not limited to, failure to account for money belonging to the Association, or feigning illness or injury for the purpose of defrauding the Association. A member may not be terminated except by a fair and reasonable process.

Section 5 – ACTIVE SERVICE. Active service is the supervision or performance of fire suppression duties. If the city has approved the employment on the Fire Department of fire prevention personnel, active service includes the supervision or performance of fire prevention duties. If the city has approved the employment on the Fire Department of volunteer emergency medical personnel and if their membership in the Association is permitted in Section 1 of this Article, active service also includes the supervision or performance of emergency medical response duties. Active service requires meeting minimum service requirements specified by the Fire Department in the Fire Department's rules, regulations, and policies.

Section 6 – CERTIFICATION OF SERVICE CREDIT. Annually, by March 31, the Fire Chief must certify the service credit for the previous calendar year of each member rendering active service with the Fire Department. The certification must be made to an officer of the Association and to the City Clerk/Treasurer.

Section 7 – DEFINITION OF YEAR OF ACTIVE SERVICE.

A year of active service will be defined as 12 months of active service in the Fire Department. A "month" is a completed calendar month of active service measured from the member's date of entry to the same date in the subsequent month. Service pensions and ancillary benefits will not be prorated for fractional years of service (i.e., a member only receives credit for each complete year of service).

Section 8 – BREAK IN SERVICE. A break in service means that a member has temporarily ceased supervising and performing fire suppression and fire prevention duties. If a member is unable to perform the duties of a firefighter for any reason, including an approved leave of absence, the member will be considered to have a break in service and will not receive service credit in the Association for that period of time.

Section 9 – RETURN TO SERVICE. Any firefighter who has a break in service, including former members who have received payment of a service pension or disability benefit and who have waited at least 60 days following receipt of the pension or benefit, will be eligible to resume active membership in the Association should the firefighter resume active firefighting duties with the Fire Department. Active membership in the Association immediately resumes when a member returns to active service with the Fire Department.

If the firefighter has previously received payment of a service pension or disability benefit, the firefighter may be eligible for a second pension or benefit for the resumption period of service if the firefighter meets the vesting requirements defined in this section based on the resumption years of service. No firefighter may be paid a service pension twice for the same period of service.

If the firefighter has not received payment of a service pension or disability benefit, the firefighter must complete at least 5 years of active service with the Fire Department upon a resumption of active service. If the firefighter completes the minimum period of resumption service specified in this Section prior to a subsequent cessation of firefighting duties, the firefighter will receive a service pension (if vested) for all years of active service (and months, if applicable) calculated at the benefit level in effect on the date of the firefighter's final cessation of duties. If the firefighter does not complete the minimum period of resumption service specified in this Section prior to a subsequent cessation of duties, the firefighter will receive a service pension (if vested) for all years of active service (and months, if applicable) calculated at the benefit level in effect at the time of the firefighter's original cessation of duties.

A firefighter who has been granted an approved leave of absence not exceeding one year by the Fire Department or by the Association is exempt from the minimum period of resumption service requirement under this Article.

A person who has a break in service not exceeding one year but who has not been granted an approved leave of absence and who has not received a service pension or disability benefit from the Association is subject to the minimum period of resumption service requirement under this Article.

Section 10 – UNIFORMED SERVICES. A volunteer firefighter who is absent from firefighting service because of service in the uniformed services may obtain service credit for the period of the uniformed service, not to exceed five years, unless a longer period is required by Federal law, if the volunteer firefighter returns within the time frame required by Federal law to firefighting service with coverage by this same Association or its successor upon discharge from service in the uniformed service.

Service credit will not be given if the firefighter separates from uniformed service with a dishonorable or bad conduct discharge or under other than honorable conditions.

ARTICLE III - OFFICERS AND TRUSTEES

Section 1 – THE POWERS OF THE BOARD OF TRUSTEES. The Board of Trustees (Board) is the governing board and has exclusive control of the investment of the Association's plan assets in conformance with Federal and State law including, but not limited to, Minnesota statutes and these bylaws. The members of the Board will act as Trustees, with a fiduciary obligation to the active, deferred, and retired members of the Association, who are its beneficiaries; the taxpayers of the municipality, who help to finance the plan; and the State of Minnesota, which established the plan.

The Board will invest and reinvest the Association's plan assets, determine benefits, determine eligibility for membership or benefits, determine the amount or duration of benefits, determine the funding requirements or amounts of contributions, oversee the expenditure of plan assets, and select financial institutions and investment products.

The Board will submit a written report of the financial condition of the Association to the members at the annual meeting.

The Board will develop and periodically revise a program for continuing education. The Trustees will participate in continuing education to keep themselves abreast of their fiduciary responsibilities.

Section 2 – MEMBERS OF THE BOARD OF TRUSTEES. The Board consists of nine members (Trustees): six Trustees elected by the membership and three Trustees drawn from officials of the city served by the Fire Department. Of the three municipal Trustees, one must be an elected official and one must be an elected or appointed municipal official, and both must be designated annually by the municipal governing board. The third municipal Trustee must be the fire chief.

A vacancy in the position of a non-municipal Trustee may be filled by the remaining Trustees at a Board meeting. The Trustee selected to fill the vacancy holds office only until the next annual or special meeting of the Association membership when a successor will be elected by the membership.

Section 3 – OFFICERS. The President, Secretary, and Treasurer will be elected from among the elected Trustees by the Association membership for one year terms. The elections of the Trustees will be staggered. In no event will any Trustee hold more than one Officer position at any one time. In no event will any municipal Trustee hold an Officer position.

Section 4 – PRESIDENT. The President will attend and preside at all meetings of the Association and the Board. The President will actively manage the business of the Association. The President will enforce the due observance of the law, including Minnesota statutes, the articles of incorporation, and the bylaws of the Association. The President will ensure that the Officers properly perform the duties assigned to them and that the orders and resolutions of the Board are carried into effect. The President will sign all checks issued by the Treasurer and all other papers requiring the President's signature. The President will be a member of all committees and will exercise careful supervision over the affairs of the Association. The President will perform other duties as prescribed by the Board.

Section 5 – SECRETARY. The Secretary will keep and post a true and accurate record of the proceedings of all meetings of the Association and of the Board. The Secretary will keep a correct record of all amendments, alterations, and additions to the bylaws in a book separate from the minute books of the Association. The Secretary will prepare all paperwork and obtain signatures required for benefits due. The Secretary will keep an account book in which to enter all money transactions of the Association, including the dates and amounts of all receipts and the source from which derived and the dates and the amounts of all expenditures with the payee and the object. The Secretary will keep individual files and a roll of membership, with the date of joining, resignation, discharge, retirement, dues, and service pensions and ancillary benefits paid. The books of the Secretary will be at all times open to the Board. The Secretary will prepare and process all correspondence as needed. The Secretary will, jointly with the Treasurer, prepare and file all reports and statements required by law, including reports to be filed with the Office of the State Auditor (OSA). The Secretary will perform other duties as prescribed by the Board.

Section 6 – TREASURER. The Treasurer will, together with the Secretary, keep accurate financial records of the Association. The Treasurer will receive all monies belonging to the Association and deposit them in the name of and to the credit of the Association in the banks and depositories designated by the Board. The Treasurer will disburse funds and issue checks and drafts in the name of the Association as ordered by the Board. The Treasurer will keep separate and distinct accounts of the Special Fund and the General Fund, if applicable, and will prepare and present to

the Board a full and detailed statement of the assets and liabilities of each fund separately, prior to the annual meeting of the Association, and upon requests of the Board.

The Treasurer will deliver to the Treasurer's successor in office, or to any committee appointed by the Board to receive the same, all monies, books, papers, etc., pertaining to the Treasurer's term in office immediately upon the expiration of the Treasurer's term in office. The Treasurer will, prior to entering upon the duties of the Treasurer's office, give a bond in an amount equal to at least ten percent of the assets of the Association; however, the amount of the bond need not exceed \$500,000. Jointly with the Secretary, the Treasurer will prepare and file all reports and statements required by law, including reports to be filed with the Office of the State Auditor. The Treasurer will perform other duties as prescribed by the Board.

~~Section 7 – COMPENSATION. Trustees of the Association identified in Attachment B may be paid a salary out of the Special Fund. The amount paid in salary is limited to the amount listed in Attachment B. Only after the amounts listed in Attachment B have been approved by Emily Firemen's Relief Association (the governing body of the entity responsible for meeting any minimum obligation) may salaries be paid to non-Officer Trustees. For all Trustees, itemized expenses eligible for reimbursement are limited to those expenses incurred as a result of fulfilling responsibilities as administrators of the Special Fund.~~

~~No Officer or Trustee may be paid a salary out of the Special Fund. Itemized expenses eligible for reimbursement are limited to those expenses incurred as a result of fulfilling responsibilities as administrators of the Special Fund.~~

ARTICLE IV – MEETINGS OF THE MEMBERS AND OF THE BOARD

Section 1 – ANNUAL MEETING. An annual meeting of the membership of the Association, **including volunteer emergency medical personnel**, will be held in ~~January~~ **December** of each year, at a time and place specified by the Board.

Section 2 – SPECIAL MEETINGS. A special meeting of the Association's members may be called at any time upon the written order of the President, Secretary, and one additional Trustee, or of **10% (at least ten percent)** percent of the members of the Association. The Order will be filed with the Secretary.

Section 3 – BOARD MEETINGS. A Trustee may call a Board meeting by giving five days' notice to all Trustees of the date, time, and place of the meeting. The Board will meet at least 12 times during the year to discuss the investments, finances, benefits, and records of the Association. These meetings will be open to any member of the Association and to the public.

Section 4 – NOTICE OF ANNUAL MEETING. Notice of each annual meeting of the Association's members will be delivered to each member entitled to vote at the meeting at least five days before the date of the meeting and not more than 60 days before the date of the meeting. Notice will contain the date, time, and place of the meeting.

Section 5 – NOTICE OF SPECIAL MEETINGS. Notice of each special meeting of the Association's members will be delivered to each member entitled to vote at the meeting at least five days before the date of the meeting and not more than 60 days before the date of the meeting. Notice will contain the date, time, and place of the meeting. The Secretary will give due notice of each special meeting, specifying the object of said meeting, and no business will be transacted at any special meeting except the business for which the meeting was called.

Section 6 – NOTICE OF BOARD MEETINGS. Notice requirements of the Minnesota Open Meeting Law will be followed for all Board meetings. A schedule of the Board’s regular meetings will be kept on file at the Board’s primary office.

For special meetings (including any regular meeting held at a time or place different from the time or place stated in the schedule of regular meetings), the Board will post written notice of the date, time, place, and purpose of the meeting on the Board’s principal bulletin board, or if the Board has no such bulletin board, on the door of its usual meeting room. The notice will also be mailed or delivered to each person who has filed a written request for notice with the Board. The notice will be posted and mailed or delivered at least three days before the date of the meeting.

If a meeting is a recessed or continued session of a previous meeting, and the time and place of the meeting was established during the previous meeting and recorded in the minutes of that meeting, then no further published or mailed notice is necessary.

Section 7 – QUORUM FOR ANNUAL AND SPECIAL MEETINGS.

~~A 51% (not less than ten percent of members entitled to vote)~~ percentage of the members of the Association will constitute a quorum for the transaction of business at the annual or any special meeting of the Association.

Section 8 – QUORUM FOR BOARD MEETINGS.

~~A 51% (not less than 33 percent)~~ percentage of the Trustees will constitute a quorum for the transaction of business at the meetings of the Board.

Section 9 – VOTING AT ANNUAL AND SPECIAL MEETINGS. Members of the Association are entitled to one vote. Voting by proxy is not permitted. All votes, unless specified prior to the vote, will be conducted by a voice vote. If a majority cannot be determined by voice vote, the Officer in charge of the vote will ask for a vote by roll call or by ballot.

Section 10 – VOTING AT BOARD MEETINGS. The Board has a responsibility to vote on the investment and reinvestment of Association assets, the determination of benefits, the determination of eligibility for membership or benefits, the determination of the amount or duration of benefits, the determination of funding requirements or the amounts of contributions, the maintenance of membership and financial records, the expenditure of Association assets, the selection of financial institutions and investment products, and on any other matter related to the business or affairs of the Association. Trustees are entitled to one vote and each has equal rights. Voting by proxy is not permitted. All votes, unless specified prior to the vote, will be conducted by a voice vote. If a majority cannot be determined by voice vote, the Officer in charge of the vote will ask for a vote by roll call or by ballot.

Section 11 – ORDER OF BUSINESS. The annual meeting of the members of the Association will be conducted in the following order:

1. Call to order
2. Roll call
3. Reading and approval of minutes of previous meeting
4. Secretary’s report
5. Treasurer’s report
6. Committee reports
7. Unfinished business
8. New business
9. Adjournment

ARTICLE V - APPLICATION FOR PENSIONS AND BENEFITS

Section 1 – NOTICE OF INTENT TO TAKE DISTRIBUTION. Each member who intends to take distribution of a service pension, including a deferred service pension, from the Association must file a Notice of Intent to Take Distribution. Such Notice of Intent to Take Distribution will be in writing, and will be filed with the Secretary not less than 90 days prior to the intended date of distribution. Upon receipt of the Notice of Intent to Take Distribution, the Secretary will provide to the applicant an Application for Distribution and any forms or notices required by Federal or State law. No Notice of Intent to Take Distribution is required for ancillary benefits.

Section 2 – PROCESS. Each person who intends to take distribution of a service pension, including a deferred service pension, or an ancillary benefit from the Association must file an Application for Distribution. The Secretary will provide to the applicant the Application for Distribution and any forms or notices required by Federal or State law. All Applications for Distribution will be submitted to the Board for approval at a Board meeting. Applications for Distribution will state the age of the member, the period of service, the date of separation from active service with the Fire Department, and any other information the Board may require. No service pension, including any deferred service pension, or ancillary benefit will be paid until the Application for Distribution has been approved by a majority vote of the Board.

Section 3 – GOVERNING BENEFIT PLAN PROVISIONS. All service pensions, deferred service pensions, and ancillary benefits payable by the Association are governed by and must be calculated based on the State law, the Association bylaw provisions, and the Association articles of incorporation that are in effect on the date that the member separates from active service with the Fire Department and active membership in the Association, except that if a member has a break in service at the end of the member's firefighting career and does not resume active service before separating, the member's service pension, deferred service pension, or ancillary benefit must be calculated using the State law, bylaw provisions, and articles of incorporation that are in effect on the date on which the member began the break in service.

ARTICLE VI - SERVICE PENSIONS

Section 1 – LUMP-SUM SERVICE PENSIONS. Upon the member's meeting the requirements in Section 2 of this Article and following the submission and approval of an Application for Distribution, the Association will pay the member out of the Special Fund the benefit level for each year that the member served as an active member of the Fire Department. The benefit level amounts can be found in Attachment A. A reduced service pension may be paid according to the partial vesting schedule contained in this Article.

Section 2 – ELIGIBILITY. To receive a service pension, a member must meet all of the following requirements:

1. Have separated from active service with the Fire Department;
2. Be at least 50 years of age;
3. Be partially vested by having completed at least 5 years of active service with the Fire Department, or be fully vested by having completed at least 10 years of active service with the Fire Department; and
4. Be partially vested by having completed at least 5 years of active membership with the Association, or be fully vested by having completed at least 10 years of active membership with the Association.

Section 3 – DEFERRED STATUS. A member who has otherwise met the eligibility requirements defined in Section 2 of this Article but who has not yet reached the age of eligibility specified in Section 2 may not collect a service pension at the time of separation from active service. The member will be placed on deferred status and be entitled to receive the service pension upon reaching the age of eligibility specified in Section 2 and following submission and approval of an Application for Distribution.

A member who has met the eligibility requirements defined in Section 2 of this Article and who has reached the age of eligibility in Section 2, but who chooses not to immediately submit an Application for Distribution following the member’s separation from active service will be placed on deferred status and be entitled to receive the service pension following submission and approval of the Application for Distribution.

~~Note that the Association has flexibility to adopt percentage amounts that are equal to or less than those provided in the sample vesting schedule below.~~

Section 4 – PARTIAL VESTING SCHEDULE:

Completed Years of Active Service:	Vested Percentage of pension amount:
5	40%
6	52%
7	64%
8	76%
9	88%
10 and thereafter	100%

Section 5 – PAYMENT OPTIONS. The retiring member may elect, by making a written request, the manner of payment of the service pension. Options include:

- a) A single lump-sum payment payable to the retiring member (subject to current income tax withholding requirements).
- b) An annuity contract purchased with a lump-sum payment on behalf of a retiring member from an insurance carrier licensed to do business in the State of Minnesota.
- c) A direct transfer on an institution-by-institution basis of the retiring member’s lump-sum payment to the member’s individual retirement account (IRA).
- d) A direct transfer on an institution-by-institution basis of the retiring member’s lump-sum payment to the member’s individual Minnesota deferred compensation plan.

Section 6 – SUPPLEMENTAL BENEFIT. A supplemental benefit will be paid out of the Special Fund to individuals who receive a lump-sum distribution of a service pension. The amount of the supplemental benefit to be paid is ten percent of the regular pre-tax lump-sum distribution, excluding any interest that may have been credited during the period of deferral, but not to exceed \$1,000.

ARTICLE VII – DEFERRED INTEREST

Section 1 – DEFERRED INTEREST TYPE. No interest will be credited during the period of deferral on a deferred lump-sum service pension.

ARTICLE VIII - ANCILLARY BENEFITS

Section 1 – SURVIVOR BENEFIT. Upon the death of a member of the Association and following the submission and approval of an Application for Distribution, a survivor benefit will be paid out of the Special Fund to the member's surviving spouse; if there is no surviving spouse, to the member's surviving children; if there is no surviving spouse and there are no surviving children, to the member's designated beneficiary. If no beneficiary has been designated and if the deceased member was active or deferred, the survivor benefit will be paid as a death benefit to the estate of the deceased member.

If there are no surviving children, the member's surviving spouse may waive, in writing, wholly or partially, the spouse's entitlement to a survivor benefit, so that the survivor benefit may be paid directly to the member's designated beneficiary.

A trust created under Chapter 501B may be a designated beneficiary if the survivor benefit will be distributed as a one-time lump-sum payment. If a trust was created and is payable to the surviving children and there is no surviving spouse, the survivor benefit will be paid to the trust.

For active members, a survivor benefit equal to the benefit level for each year that the member served as an active firefighter in the Fire Department, without regard to minimum or partial vesting requirements, but in no case less than five times the benefit level in effect on the date of the death, will be paid if, upon death, the member had not yet separated from active service. The benefit level can be found in Attachment A.

If a member had a break in service at the end of the member's firefighting career and did not resume active service before the member's death, the survivor benefit must be calculated using the State law, bylaw provisions, and articles of incorporation that are in effect on the date on which the member began the break in service.

A survivor benefit equal to a deceased deferred member's deferred service pension will be paid on behalf of the deceased deferred member. The survivor benefit amount may not exceed the total earned service pension of the deceased deferred member.

Section 2 – NO ADDITIONAL FINANCIAL RELIEF. Except for the relief expressly identified for survivors in these bylaws, a member or former member's surviving spouse, child or children, designated beneficiary, and/or estate are not entitled to any other or further relief or benefits from the Association.

Section 3 – DISABILITY BENEFIT. Permanent disability benefits may be paid to permanently disabled members of the Association out of the Special Fund following the submission and approval of an Application for Distribution.

If a member had a break in service at the end of the member's firefighting career and did not resume active service before the member's separation from active service, the disability benefit must be calculated using the State law, bylaw provisions, and articles of incorporation that are in effect on the date on which the member began the break in service.

For active members, a permanent disability benefit equal to the benefit level for each year that the member served as an active firefighter in the Fire Department, without regard to minimum or partial vesting requirements, will be paid if, upon the date of permanent disability, the member has not yet separated from active service. The benefit level can be found in Attachment A. The years of

service must be determined as of the date of disability. The member is eligible to receive the disability benefit immediately upon approval by the Board.

A permanent disability benefit equal to a disabled deferred member's deferred service pension will be paid to the disabled deferred member. The permanent disability benefit amount may not exceed the total earned service pension of the disabled member.

Temporary disability benefits are not provided by this Association.

Section 4 – DISABILITY BENEFIT QUALIFICATION. Any such disability benefit paid in accordance with this section shall be in lieu of all rights to further service pension and survivor's benefit.

Disability is defined as the inability to engage in performance of his or her duties as a firefighter by reason of a medically determinable physical or psychological impairment arising out of an act of duty which can be expected to last for a continuous period of not less than twelve months or can be expected to result in death that was incurred in the line of duty.

An applicant shall not be considered under a disability unless he/she furnishes adequate proof of the existence thereof. An applicant's statement as to pain or other symptoms will not alone be conclusive evidence of disability as defined in this section.

Reports Required. No member shall be paid disability benefits except upon the written report of a physician or chiropractor of the member's choice. This report shall set forth the diagnosis and prognosis of the disability, disease or injury of the member.

Procedure. All applications for disability benefits shall be made within six months after such applicants have ceased to be active members of the Fire Department. Written application shall be made to the Board setting out the nature and cause of such disability. This application shall be under oath by the member or his or her immediate family. The application shall be tabled until the next meeting so that the applicant may be examined by a physician or chiropractor of the member's choice. The physician or chiropractor shall submit a written opinion concerning the diagnosis and prognosis of the applicant's disability and its probable duration of permanence. The Board of Trustees has the discretion to request that another doctor, selected by the Board, examine the applicant. Final determination of disability will be based on the reports of at least one doctor and by a 2/3 majority vote of a quorum of the Board of Trustees present at the subsequent Association meeting.

Grievance Procedure. If the applicant for disability benefits feels he or she has been aggrieved by any action of the Board, he or she shall, within sixty (60) days from notice of such action of the Board, file written objections and reasons thereof with the Board and shall be allowed to appeal the determination pursuant to the review procedure in these bylaws.

ARTICLE IX - FUNDS

Section 1 – FUNDS. The Association will establish and maintain a Special Fund and a General Fund.

Section 2 – SPECIAL FUND. All public funds, such as fire state aid, supplemental state aid, municipal contributions, and supplemental benefit reimbursements, received by the Association will be deposited in the Special Fund. Disbursements from the Special Fund will not be made for any purpose except as authorized by Minn. Stat. § 424A.05.

The Treasurer is the custodian of the assets of the Special Fund and the recipient on behalf of the Special Fund of all revenues payable to it. The Treasurer will maintain adequate records documenting all transactions involving the financial activities of the Special Fund.

Checks or authorizations for electronic fund transfers for disbursement of Special Fund assets must be signed by the Association Treasurer and at least one other elected Association Trustee who has been designated by the Board to sign the checks or authorizations. The Association may only make disbursements by electronic fund transfers if the specific method of payment and internal control policies and procedures regarding the method are approved by the Board.

Section 3 - GENERAL FUND. Money received from any nonpublic source, such as fundraising activities and donations, will be deposited into the General Fund. Funds may be disbursed by the Board for any purpose authorized by the articles of incorporation or by these bylaws for any purpose reasonably suited to promote the welfare of the Association and its members. All Association expenses not specifically authorized by State Statute to be paid out of the Special Fund must be paid out of the General Fund.

The Treasurer is the custodian of the assets of the General Fund and the recipient on behalf of the General Fund of all revenues payable to it. The Treasurer will maintain adequate records documenting any transactions involving the financial activities of the General Fund.

Section 4 - NONASSIGNABILITY OF BENEFITS. Benefits paid or payable from the Special Fund are not subject to garnishment, judgment, execution, or other legal process, except as provided in Minn. Stat. §§ 518.58; 518.581; or 518A.53. Benefits paid or payable may not be assigned for any purpose.

ARTICLE X - INVESTMENTS

Section 1 - STANDARD OF FIDUCIARY CONDUCT. Trustees owe a fiduciary duty to the active, deferred, and retired members of the Association, who are plan beneficiaries; to the taxpayers of the municipality, who help finance the plan; and to the State of Minnesota, which established the plan. The Trustees will act in good faith and exercise that degree of judgment and care, under circumstances then prevailing, that persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, considering the probable safety of plan capital as well as the probable investment return to be derived from the assets.

Section 2 - INVESTMENT POLICY. The Board will approve an investment policy, and will investigate and prepare for the safe and profitable investment of Association funds in conformance with State statutes and the Association's investment policy. The Board may hire investment professionals to act for or on its behalf. The Special Fund assets will be invested only in securities that are authorized by Minn. Stat. §§ 356A.06, subd. 6; 356A.06, subd. 7 (if the Association qualifies to use the expanded list); and 424A.095. The Board will have on file a copy of the investment policy of the Association. The Board will file a copy of the Association's investment policy, and all changes to the policy, with the Office of the State Auditor.

Section 3 - BROKER CERTIFICATION. The Association will provide annually to its broker a written statement of investment restrictions from the applicable State laws and from the Association's investment policy. Annually, before the Association enters into or continues business with the broker, the broker must submit to the Association a signed Broker Certification, using the form prepared by the Office of the State Auditor.

ARTICLE XI – UNCLAIMED BENEFITS

Section 1 – UNCLAIMED BENEFITS. In the event that the Association is unable with reasonable effort to locate a member or a survivor of a member entitled to payment or distribution under these bylaws or by State law, the benefit distributable to such member or survivor of such member will be forfeited and will be credited to the Special Fund. Efforts to locate a member or survivor must be documented. Forfeiture will occur no earlier than thirty-six (36) months after the Board concludes the Association was unable to locate such member or survivor despite reasonable efforts to locate them.

ARTICLE XII – AMENDMENTS, CONSOLIDATION, AND DISSOLUTION

Section 1 – AMENDMENTS. These bylaws may be amended when necessary by a 66% ~~(majority or greater)~~ of the members of the Board. Proposed amendments will be submitted to the Secretary to be posted with regular Board announcements.

Amendments to these bylaws which affect the amount of, the manner of payment of, or the conditions for qualification for service pensions, deferred service pensions, or ancillary benefits are not effective until they have been ratified by the City Council.

The Association will file a revised copy of these bylaws with the Office of the State Auditor upon the adoption of any amendments.

Section 2 – CONSOLIDATION. A consolidation of the Association with one or more volunteer fire relief associations will be initiated pursuant to Minn. Stat. § 424B.02, subsd. 1 and 2, and will comply with the process set forth in and the requirements of Chapter 424B.

Section 3 – DISSOLUTION. Prior to dissolution of the Association, all legal obligations of the Association other than service pensions and benefits must be settled under Minn. Stat. § 424B.2, subd. 3, a benefit trust must be established under subdivision 4, and the affairs of the Association must be concluded under subdivision 5.

BYLAWS

These bylaws are hereby adopted and approved by the members of the Emily Firemen’s Relief

Association on this ____ day of _____, 20____.

President date: _____

Secretary date: _____

Treasurer date: _____

ATTACHMENT A - BENEFIT LEVEL

BENEFIT LEVEL AMOUNT	DATE RATIFIED BY CITY	EFFECTIVE DATE
\$750 per year	January 12, 2010	January 12, 2010
\$1,500 per year	October 11, 2016	January 1, 2017
\$1,750 per year	August 12, 2020	January 1, 2021
\$2,500 per year		January 1, 2024
\$3,000 per year		January 1, 2025

BYLAWS OF THE EMILY FIREMEN'S RELIEF ASSOCIATION

ARTICLE I - NAME

Section 1 – NAME. The name of this relief association is the Emily Firemen's Relief Association (Association). It is a nonprofit organization incorporated under the laws of Minnesota.

Section 2 – TYPE. The Association is a defined-benefit lump-sum relief association subject to Minn. Stat. §§ 424A.015; 424A.02; and 424A.091 to 424A.094. All benefits provided by this Association derive from and are governed by Federal and State laws and these bylaws.

Section 3 – BOOKS AND RECORDS. The Association will keep, at a minimum, correct and complete copies of its articles of incorporation and bylaws, accounting records, records documenting Special Fund transactions, records necessary to determine benefits payable and paid to individual members and their beneficiaries, and minutes of each of its meetings that record the votes of actions taken. Unless a Records Retention Schedule is adopted and the Minnesota Historical Society has been notified or authority to destroy records is received from the Records Disposition Panel, relief association records may not be destroyed.

Section 4 – PURPOSE. The Association is a governmental entity that receives and manages public money to provide retirement and ancillary benefits for individuals providing the governmental services of firefighting and emergency first response, and for their beneficiaries.

Section 5 – FISCAL YEAR. The Association's fiscal year begins on January 1 of each calendar year and ends on December 31 of the same calendar year.

ARTICLE II – MEMBERSHIP

Section 1 – MEMBERSHIP. All individuals who are members of the Emily Volunteer Fire Department (Fire Department) are engaged in or qualified to provide fire suppression duties, and who meet any additional standards established by the Fire Department or by the Association are eligible for membership in the Association.

If the city has approved the employment on the Fire Department of volunteer firefighters to perform fire prevention duties and to supervise fire prevention duties, the personnel serving in fire prevention positions are eligible for membership in the Association and qualify for service pensions and other benefit coverage of the Association on the same basis as members who perform fire suppression duties.

If the city has approved the employment on the Fire Department of volunteer emergency medical personnel, individuals who solely perform or supervise volunteer emergency medical duties are eligible for membership in the Association and qualify for service pensions and other benefit coverage of the Association on the same basis as members who perform fire suppression duties.

No member may be credited with service credit in the Association for the same hours of service for which coverage is already provided in a fund operated by the Public Employees Retirement Association.

Application for membership will be made in writing on a form supplied by the Secretary of the Association. Membership will be approved by the Board of Trustees.

Section 2 – MEMBERSHIP START DATE. Membership in the Association begins on the date a firefighter is hired by the city or, for volunteer emergency medical personnel, either the date volunteer emergency medical personnel were approved to become members of the Association or, if after the approval date, the date the volunteer emergency medical employee was hired by the city.

Section 3 – EXCLUSIONS. The Association may exclude from membership an applicant who, due to some medically determinable physical or mental impairment or condition, would constitute a predictable and unwarranted risk of imposing liability for an ancillary benefit at any age earlier than the minimum age specified for receipt of a service pension. A minor may not be a member of this Association.

Section 4 – TERMINATION. Any member may be terminated from the Association for cause by a two thirds vote of all members present at a special meeting of the membership. Cause for termination includes, but is not limited to, failure to account for money belonging to the Association, or feigning illness or injury for the purpose of defrauding the Association. A member may not be terminated except by a fair and reasonable process.

Section 5 – ACTIVE SERVICE. Active service is the supervision or performance of fire suppression duties. If the city has approved the employment on the Fire Department of fire prevention personnel, active service includes the supervision or performance of fire prevention duties. If the city has approved the employment on the Fire Department of volunteer emergency medical personnel and if their membership in the Association is permitted in Section 1 of this Article, active service also includes the supervision or performance of emergency medical response duties. Active service requires meeting minimum service requirements specified by the Fire Department in the Fire Department's rules, regulations, and policies.

Section 6 – CERTIFICATION OF SERVICE CREDIT. Annually, by March 31, the Fire Chief must certify the service credit for the previous calendar year of each member rendering active service with the Fire Department. The certification must be made to an officer of the Association and to the City Clerk/Treasurer.

Section 7 – DEFINITION OF YEAR OF ACTIVE SERVICE.

A year of active service will be defined as 12 months of active service in the Fire Department. A "month" is a completed calendar month of active service measured from the member's date of entry to the same date in the subsequent month. Service pensions and ancillary benefits will not be prorated for fractional years of service (i.e., a member only receives credit for each complete year of service).

Section 8 – BREAK IN SERVICE. A break in service means that a member has temporarily ceased supervising and performing fire suppression and fire prevention duties. If a member is unable to perform the duties of a firefighter for any reason, including an approved leave of absence, the member will be considered to have a break in service and will not receive service credit in the Association for that period of time.

Section 9 – RETURN TO SERVICE. Any firefighter who has a break in service, including former members who have received payment of a service pension or disability benefit and who have waited at least 60 days following receipt of the pension or benefit, will be eligible to resume active membership in the Association should the firefighter resume active firefighting duties with the Fire Department. Active membership in the Association immediately resumes when a member returns to active service with the Fire Department.

If the firefighter has previously received payment of a service pension or disability benefit, the firefighter may be eligible for a second pension or benefit for the resumption period of service if the firefighter meets the vesting requirements defined in this section based on the resumption years of service. No firefighter may be paid a service pension twice for the same period of service.

If the firefighter has not received payment of a service pension or disability benefit, the firefighter must complete at least 5 years of active service with the Fire Department upon a resumption of active service. If the firefighter completes the minimum period of resumption service specified in this Section prior to a subsequent cessation of firefighting duties, the firefighter will receive a service pension (if vested) for all years of active service (and months, if applicable) calculated at the benefit level in effect on the date of the firefighter's final cessation of duties. If the firefighter does not complete the minimum period of resumption service specified in this Section prior to a subsequent cessation of duties, the firefighter will receive a service pension (if vested) for all years of active service (and months, if applicable) calculated at the benefit level in effect at the time of the firefighter's original cessation of duties.

A firefighter who has been granted an approved leave of absence not exceeding one year by the Fire Department or by the Association is exempt from the minimum period of resumption service requirement under this Article.

A person who has a break in service not exceeding one year but who has not been granted an approved leave of absence and who has not received a service pension or disability benefit from the Association is subject to the minimum period of resumption service requirement under this Article.

Section 10 – UNIFORMED SERVICES. A volunteer firefighter who is absent from firefighting service because of service in the uniformed services may obtain service credit for the period of the uniformed service, not to exceed five years, unless a longer period is required by Federal law, if the volunteer firefighter returns within the time frame required by Federal law to firefighting service with coverage by this same Association or its successor upon discharge from service in the uniformed service.

Service credit will not be given if the firefighter separates from uniformed service with a dishonorable or bad conduct discharge or under other than honorable conditions.

ARTICLE III - OFFICERS AND TRUSTEES

Section 1 – THE POWERS OF THE BOARD OF TRUSTEES. The Board of Trustees (Board) is the governing board and has exclusive control of the investment of the Association's plan assets in conformance with Federal and State law including, but not limited to, Minnesota statutes and these bylaws. The members of the Board will act as Trustees, with a fiduciary obligation to the active, deferred, and retired members of the Association, who are its beneficiaries; the taxpayers of the municipality, who help to finance the plan; and the State of Minnesota, which established the plan.

The Board will invest and reinvest the Association's plan assets, determine benefits, determine eligibility for membership or benefits, determine the amount or duration of benefits, determine the funding requirements or amounts of contributions, oversee the expenditure of plan assets, and select financial institutions and investment products.

The Board will submit a written report of the financial condition of the Association to the members at the annual meeting.

The Board will develop and periodically revise a program for continuing education. The Trustees will participate in continuing education to keep themselves abreast of their fiduciary responsibilities.

Section 2 – MEMBERS OF THE BOARD OF TRUSTEES. The Board consists of nine members (Trustees): six Trustees elected by the membership and three Trustees drawn from officials of the city served by the Fire Department. Of the three municipal Trustees, one must be an elected official and one must be an elected or appointed municipal official, and both must be designated annually by the municipal governing board. The third municipal Trustee must be the fire chief.

A vacancy in the position of a non-municipal Trustee may be filled by the remaining Trustees at a Board meeting. The Trustee selected to fill the vacancy holds office only until the next annual or special meeting of the Association membership when a successor will be elected by the membership.

Section 3 – OFFICERS. The President, Secretary, and Treasurer will be elected from among the elected Trustees by the Association membership for one year terms. The elections of the Trustees will be staggered. In no event will any Trustee hold more than one Officer position at any one time. In no event will any municipal Trustee hold an Officer position.

Section 4 – PRESIDENT. The President will attend and preside at all meetings of the Association and the Board. The President will actively manage the business of the Association. The President will enforce the due observance of the law, including Minnesota statutes, the articles of incorporation, and the bylaws of the Association. The President will ensure that the Officers properly perform the duties assigned to them and that the orders and resolutions of the Board are carried into effect. The President will sign all checks issued by the Treasurer and all other papers requiring the President's signature. The President will be a member of all committees and will exercise careful supervision over the affairs of the Association. The President will perform other duties as prescribed by the Board.

Section 5 – SECRETARY. The Secretary will keep and post a true and accurate record of the proceedings of all meetings of the Association and of the Board. The Secretary will keep a correct record of all amendments, alterations, and additions to the bylaws in a book separate from the minute books of the Association. The Secretary will prepare all paperwork and obtain signatures required for benefits due. The Secretary will keep an account book in which to enter all money transactions of the Association, including the dates and amounts of all receipts and the source from which derived and the dates and the amounts of all expenditures with the payee and the object. The Secretary will keep individual files and a roll of membership, with the date of joining, resignation, discharge, retirement, dues, and service pensions and ancillary benefits paid. The books of the Secretary will be at all times open to the Board. The Secretary will prepare and process all correspondence as needed. The Secretary will, jointly with the Treasurer, prepare and file all reports and statements required by law, including reports to be filed with the Office of the State Auditor (OSA). The Secretary will perform other duties as prescribed by the Board.

Section 6 – TREASURER. The Treasurer will, together with the Secretary, keep accurate financial records of the Association. The Treasurer will receive all monies belonging to the Association and deposit them in the name of and to the credit of the Association in the banks and depositories designated by the Board. The Treasurer will disburse funds and issue checks and drafts in the name of the Association as ordered by the Board. The Treasurer will keep separate and distinct accounts of the Special Fund and the General Fund, if applicable, and will prepare and present to

the Board a full and detailed statement of the assets and liabilities of each fund separately, prior to the annual meeting of the Association, and upon requests of the Board.

The Treasurer will deliver to the Treasurer's successor in office, or to any committee appointed by the Board to receive the same, all monies, books, papers, etc., pertaining to the Treasurer's term in office immediately upon the expiration of the Treasurer's term in office. The Treasurer will, prior to entering upon the duties of the Treasurer's office, give a bond in an amount equal to at least ten percent of the assets of the Association; however, the amount of the bond need not exceed \$500,000. Jointly with the Secretary, the Treasurer will prepare and file all reports and statements required by law, including reports to be filed with the Office of the State Auditor. The Treasurer will perform other duties as prescribed by the Board.

Section 7 – COMPENSATION. No Officer or Trustee may be paid a salary out of the Special Fund. Itemized expenses eligible for reimbursement are limited to those expenses incurred as a result of fulfilling responsibilities as administrators of the Special Fund.

ARTICLE IV – MEETINGS OF THE MEMBERS AND OF THE BOARD

Section 1 – ANNUAL MEETING. An annual meeting of the membership of the Association, including volunteer emergency medical personnel, will be held in December of each year, at a time and place specified by the Board.

Section 2 – SPECIAL MEETINGS. A special meeting of the Association's members may be called at any time upon the written order of the President, Secretary, and one additional Trustee, or of 10 percent of the members of the Association. The Order will be filed with the Secretary.

Section 3 – BOARD MEETINGS. A Trustee may call a Board meeting by giving five days' notice to all Trustees of the date, time, and place of the meeting. The Board will meet at least 12 times during the year to discuss the investments, finances, benefits, and records of the Association. These meetings will be open to any member of the Association and to the public.

Section 4 – NOTICE OF ANNUAL MEETING. Notice of each annual meeting of the Association's members will be delivered to each member entitled to vote at the meeting at least five days before the date of the meeting and not more than 60 days before the date of the meeting. Notice will contain the date, time, and place of the meeting.

Section 5 – NOTICE OF SPECIAL MEETINGS. Notice of each special meeting of the Association's members will be delivered to each member entitled to vote at the meeting at least five days before the date of the meeting and not more than 60 days before the date of the meeting. Notice will contain the date, time, and place of the meeting. The Secretary will give due notice of each special meeting, specifying the object of said meeting, and no business will be transacted at any special meeting except the business for which the meeting was called.

Section 6 – NOTICE OF BOARD MEETINGS. Notice requirements of the Minnesota Open Meeting Law will be followed for all Board meetings. A schedule of the Board's regular meetings will be kept on file at the Board's primary office.

For special meetings (including any regular meeting held at a time or place different from the time or place stated in the schedule of regular meetings), the Board will post written notice of the date, time, place, and purpose of the meeting on the Board's principal bulletin board, or if the Board has no such bulletin board, on the door of its usual meeting room. The notice will also be mailed or

delivered to each person who has filed a written request for notice with the Board. The notice will be posted and mailed or delivered at least three days before the date of the meeting.

If a meeting is a recessed or continued session of a previous meeting, and the time and place of the meeting was established during the previous meeting and recorded in the minutes of that meeting, then no further published or mailed notice is necessary.

Section 7 – QUORUM FOR ANNUAL AND SPECIAL MEETINGS.

51 percent of the members of the Association will constitute a quorum for the transaction of business at the annual or any special meeting of the Association.

Section 8 – QUORUM FOR BOARD MEETINGS.

51 percent of the Trustees will constitute a quorum for the transaction of business at the meetings of the Board.

Section 9 – VOTING AT ANNUAL AND SPECIAL MEETINGS. Members of the Association are entitled to one vote. Voting by proxy is not permitted. All votes, unless specified prior to the vote, will be conducted by a voice vote. If a majority cannot be determined by voice vote, the Officer in charge of the vote will ask for a vote by roll call or by ballot.

Section 10 – VOTING AT BOARD MEETINGS. The Board has a responsibility to vote on the investment and reinvestment of Association assets, the determination of benefits, the determination of eligibility for membership or benefits, the determination of the amount or duration of benefits, the determination of funding requirements or the amounts of contributions, the maintenance of membership and financial records, the expenditure of Association assets, the selection of financial institutions and investment products, and on any other matter related to the business or affairs of the Association. Trustees are entitled to one vote and each has equal rights. Voting by proxy is not permitted. All votes, unless specified prior to the vote, will be conducted by a voice vote. If a majority cannot be determined by voice vote, the Officer in charge of the vote will ask for a vote by roll call or by ballot.

Section 11 – ORDER OF BUSINESS. The annual meeting of the members of the Association will be conducted in the following order:

1. Call to order
2. Roll call
3. Reading and approval of minutes of previous meeting
4. Secretary's report
5. Treasurer's report
6. Committee reports
7. Unfinished business
8. New business
9. Adjournment

ARTICLE V - APPLICATION FOR PENSIONS AND BENEFITS

Section 1 – NOTICE OF INTENT TO TAKE DISTRIBUTION. Each member who intends to take distribution of a service pension, including a deferred service pension, from the Association must file a Notice of Intent to Take Distribution. Such Notice of Intent to Take Distribution will be in writing, and will be filed with the Secretary not less than 90 days prior to the intended date of distribution. Upon receipt of the Notice of Intent to Take Distribution, the Secretary will provide to

the applicant an Application for Distribution and any forms or notices required by Federal or State law. No Notice of Intent to Take Distribution is required for ancillary benefits.

Section 2 – PROCESS. Each person who intends to take distribution of a service pension, including a deferred service pension, or an ancillary benefit from the Association must file an Application for Distribution. The Secretary will provide to the applicant the Application for Distribution and any forms or notices required by Federal or State law. All Applications for Distribution will be submitted to the Board for approval at a Board meeting. Applications for Distribution will state the age of the member, the period of service, the date of separation from active service with the Fire Department, and any other information the Board may require. No service pension, including any deferred service pension, or ancillary benefit will be paid until the Application for Distribution has been approved by a majority vote of the Board.

Section 3 – GOVERNING BENEFIT PLAN PROVISIONS. All service pensions, deferred service pensions, and ancillary benefits payable by the Association are governed by and must be calculated based on the State law, the Association bylaw provisions, and the Association articles of incorporation that are in effect on the date that the member separates from active service with the Fire Department and active membership in the Association, except that if a member has a break in service at the end of the member’s firefighting career and does not resume active service before separating, the member’s service pension, deferred service pension, or ancillary benefit must be calculated using the State law, bylaw provisions, and articles of incorporation that are in effect on the date on which the member began the break in service.

ARTICLE VI - SERVICE PENSIONS

Section 1 – LUMP-SUM SERVICE PENSIONS. Upon the member’s meeting the requirements in Section 2 of this Article and following the submission and approval of an Application for Distribution, the Association will pay the member out of the Special Fund the benefit level for each year that the member served as an active member of the Fire Department. The benefit level amounts can be found in Attachment A. A reduced service pension may be paid according to the partial vesting schedule contained in this Article.

Section 2 – ELIGIBILITY. To receive a service pension, a member must meet all of the following requirements:

1. Have separated from active service with the Fire Department;
2. Be at least 50 years of age;
3. Be partially vested by having completed at least 5 years of active service with the Fire Department, or be fully vested by having completed at least 10 years of active service with the Fire Department; and
4. Be partially vested by having completed at least 5 years of active membership with the Association, or be fully vested by having completed at least 10 years of active membership with the Association.

Section 3 – DEFERRED STATUS. A member who has otherwise met the eligibility requirements defined in Section 2 of this Article but who has not yet reached the age of eligibility specified in Section 2 may not collect a service pension at the time of separation from active service. The member will be placed on deferred status and be entitled to receive the service pension upon reaching the age of eligibility specified in Section 2 and following submission and approval of an Application for Distribution.

A member who has met the eligibility requirements defined in Section 2 of this Article and who has reached the age of eligibility in Section 2, but who chooses not to immediately submit an Application for Distribution following the member's separation from active service will be placed on deferred status and be entitled to receive the service pension following submission and approval of the Application for Distribution.

Section 4 – PARTIAL VESTING SCHEDULE:

Completed Years of Active Service:	Vested Percentage of pension amount:
5	40%
6	52%
7	64%
8	76%
9	88%
10 and thereafter	100%

Section 5 – PAYMENT OPTIONS. The retiring member may elect, by making a written request, the manner of payment of the service pension. Options include:

- a) A single lump-sum payment payable to the retiring member (subject to current income tax withholding requirements).
- b) An annuity contract purchased with a lump-sum payment on behalf of a retiring member from an insurance carrier licensed to do business in the State of Minnesota.
- c) A direct transfer on an institution-by-institution basis of the retiring member's lump-sum payment to the member's individual retirement account (IRA).
- d) A direct transfer on an institution-by-institution basis of the retiring member's lump-sum payment to the member's individual Minnesota deferred compensation plan.

Section 6 – SUPPLEMENTAL BENEFIT. A supplemental benefit will be paid out of the Special Fund to individuals who receive a lump-sum distribution of a service pension. The amount of the supplemental benefit to be paid is ten percent of the regular pre-tax lump-sum distribution, excluding any interest that may have been credited during the period of deferral, but not to exceed \$1,000.

ARTICLE VII – DEFERRED INTEREST

Section 1 – DEFERRED INTEREST TYPE. No interest will be credited during the period of deferral on a deferred lump-sum service pension.

ARTICLE VIII - ANCILLARY BENEFITS

Section 1 – SURVIVOR BENEFIT. Upon the death of a member of the Association and following the submission and approval of an Application for Distribution, a survivor benefit will be paid out of the Special Fund to the member's surviving spouse; if there is no surviving spouse, to the member's surviving children; if there is no surviving spouse and there are no surviving children, to the member's designated beneficiary. If no beneficiary has been designated and if the deceased member was active or deferred, the survivor benefit will be paid as a death benefit to the estate of the deceased member.

If there are no surviving children, the member's surviving spouse may waive, in writing, wholly or partially, the spouse's entitlement to a survivor benefit, so that the survivor benefit may be paid directly to the member's designated beneficiary.

A trust created under Chapter 501B may be a designated beneficiary if the survivor benefit will be distributed as a one-time lump-sum payment. If a trust was created and is payable to the surviving children and there is no surviving spouse, the survivor benefit will be paid to the trust.

For active members, a survivor benefit equal to the benefit level for each year that the member served as an active firefighter in the Fire Department, without regard to minimum or partial vesting requirements, but in no case less than five times the benefit level in effect on the date of the death, will be paid if, upon death, the member had not yet separated from active service. The benefit level can be found in Attachment A.

If a member had a break in service at the end of the member's firefighting career and did not resume active service before the member's death, the survivor benefit must be calculated using the State law, bylaw provisions, and articles of incorporation that are in effect on the date on which the member began the break in service.

A survivor benefit equal to a deceased deferred member's deferred service pension will be paid on behalf of the deceased deferred member. The survivor benefit amount may not exceed the total earned service pension of the deceased deferred member.

Section 2 – NO ADDITIONAL FINANCIAL RELIEF. Except for the relief expressly identified for survivors in these bylaws, a member or former member's surviving spouse, child or children, designated beneficiary, and/or estate are not entitled to any other or further relief or benefits from the Association.

Section 3 – DISABILITY BENEFIT. Permanent disability benefits may be paid to permanently disabled members of the Association out of the Special Fund following the submission and approval of an Application for Distribution.

If a member had a break in service at the end of the member's firefighting career and did not resume active service before the member's separation from active service, the disability benefit must be calculated using the State law, bylaw provisions, and articles of incorporation that are in effect on the date on which the member began the break in service.

For active members, a permanent disability benefit equal to the benefit level for each year that the member served as an active firefighter in the Fire Department, without regard to minimum or partial vesting requirements, will be paid if, upon the date of permanent disability, the member has not yet separated from active service. The benefit level can be found in Attachment A. The years of service must be determined as of the date of disability. The member is eligible to receive the disability benefit immediately upon approval by the Board.

A permanent disability benefit equal to a disabled deferred member's deferred service pension will be paid to the disabled deferred member. The permanent disability benefit amount may not exceed the total earned service pension of the disabled member.

Temporary disability benefits are not provided by this Association.

Section 4 – DISABILITY BENEFIT QUALIFICATION. Any such disability benefit paid in accordance with this section shall be in lieu of all rights to further service pension and survivor's benefit.

Disability is defined as the inability to engage in performance of his or her duties as a firefighter by reason of a medically determinable physical or psychological impairment arising out of an act of duty which can be expected to last for a continuous period of not less than twelve months or can be expected to result in death that was incurred in the line of duty.

An applicant shall not be considered under a disability unless he/she furnishes adequate proof of the existence thereof. An applicant's statement as to pain or other symptoms will not alone be conclusive evidence of disability as defined in this section.

Reports Required. No member shall be paid disability benefits except upon the written report of a physician or chiropractor of the member's choice. This report shall set forth the diagnosis and prognosis of the disability, disease or injury of the member.

Procedure. All applications for disability benefits shall be made within six months after such applicants have ceased to be active members of the Fire Department. Written application shall be made to the Board setting out the nature and cause of such disability. This application shall be under oath by the member or his or her immediate family. The application shall be tabled until the next meeting so that the applicant may be examined by a physician or chiropractor of the member's choice. The physician or chiropractor shall submit a written opinion concerning the diagnosis and prognosis of the applicant's disability and its probable duration of permanence. The Board of Trustees has the discretion to request that another doctor, selected by the Board, examine the applicant. Final determination of disability will be based on the reports of at least one doctor and by a 2/3 majority vote of a quorum of the Board of Trustees present at the subsequent Association meeting.

Grievance Procedure. If the applicant for disability benefits feels he or she has been aggrieved by any action of the Board, he or she shall, within sixty (60) days from notice of such action of the Board, file written objections and reasons thereof with the Board and shall be allowed to appeal the determination pursuant to the review procedure in these bylaws.

ARTICLE IX - FUNDS

Section 1 – FUNDS. The Association will establish and maintain a Special Fund and a General Fund.

Section 2 – SPECIAL FUND. All public funds, such as fire state aid, supplemental state aid, municipal contributions, and supplemental benefit reimbursements, received by the Association will be deposited in the Special Fund. Disbursements from the Special Fund will not be made for any purpose except as authorized by Minn. Stat. § 424A.05.

The Treasurer is the custodian of the assets of the Special Fund and the recipient on behalf of the Special Fund of all revenues payable to it. The Treasurer will maintain adequate records documenting all transactions involving the financial activities of the Special Fund.

Checks or authorizations for electronic fund transfers for disbursement of Special Fund assets must be signed by the Association Treasurer and at least one other elected Association Trustee who has been designated by the Board to sign the checks or authorizations. The Association may only make disbursements by electronic fund transfers if the specific method of payment and internal control policies and procedures regarding the method are approved by the Board.

Section 3 – GENERAL FUND. Money received from any nonpublic source, such as fundraising activities and donations, will be deposited into the General Fund. Funds may be disbursed by the

Board for any purpose authorized by the articles of incorporation or by these bylaws for any purpose reasonably suited to promote the welfare of the Association and its members. All Association expenses not specifically authorized by State Statute to be paid out of the Special Fund must be paid out of the General Fund.

The Treasurer is the custodian of the assets of the General Fund and the recipient on behalf of the General Fund of all revenues payable to it. The Treasurer will maintain adequate records documenting any transactions involving the financial activities of the General Fund.

Section 4 – NONASSIGNABILITY OF BENEFITS. Benefits paid or payable from the Special Fund are not subject to garnishment, judgment, execution, or other legal process, except as provided in Minn. Stat. §§ 518.58; 518.581; or 518A.53. Benefits paid or payable may not be assigned for any purpose.

ARTICLE X - INVESTMENTS

Section 1 – STANDARD OF FIDUCIARY CONDUCT. Trustees owe a fiduciary duty to the active, deferred, and retired members of the Association, who are plan beneficiaries; to the taxpayers of the municipality, who help finance the plan; and to the State of Minnesota, which established the plan. The Trustees will act in good faith and exercise that degree of judgment and care, under circumstances then prevailing, that persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, considering the probable safety of plan capital as well as the probable investment return to be derived from the assets.

Section 2 – INVESTMENT POLICY. The Board will approve an investment policy, and will investigate and prepare for the safe and profitable investment of Association funds in conformance with State statutes and the Association's investment policy. The Board may hire investment professionals to act for or on its behalf. The Special Fund assets will be invested only in securities that are authorized by Minn. Stat. §§ 356A.06, subd. 6; 356A.06, subd. 7 (if the Association qualifies to use the expanded list); and 424A.095. The Board will have on file a copy of the investment policy of the Association. The Board will file a copy of the Association's investment policy, and all changes to the policy, with the Office of the State Auditor.

Section 3 – BROKER CERTIFICATION. The Association will provide annually to its broker a written statement of investment restrictions from the applicable State laws and from the Association's investment policy. Annually, before the Association enters into or continues business with the broker, the broker must submit to the Association a signed Broker Certification, using the form prepared by the Office of the State Auditor.

ARTICLE XI – UNCLAIMED BENEFITS

Section 1 – UNCLAIMED BENEFITS. In the event that the Association is unable with reasonable effort to locate a member or a survivor of a member entitled to payment or distribution under these bylaws or by State law, the benefit distributable to such member or survivor of such member will be forfeited and will be credited to the Special Fund. Efforts to locate a member or survivor must be documented. Forfeiture will occur no earlier than thirty-six (36) months after the Board concludes the Association was unable to locate such member or survivor despite reasonable efforts to locate them.

ARTICLE XII - AMENDMENTS, CONSOLIDATION, AND DISSOLUTION

Section 1 - AMENDMENTS. These bylaws may be amended when necessary by 66% of the members of the Board. Proposed amendments will be submitted to the Secretary to be posted with regular Board announcements.

Amendments to these bylaws which affect the amount of, the manner of payment of, or the conditions for qualification for service pensions, deferred service pensions, or ancillary benefits are not effective until they have been ratified by the City Council.

The Association will file a revised copy of these bylaws with the Office of the State Auditor upon the adoption of any amendments.

Section 2 - CONSOLIDATION. A consolidation of the Association with one or more volunteer fire relief associations will be initiated pursuant to Minn. Stat. § 424B.02, subds. 1 and 2, and will comply with the process set forth in and the requirements of Chapter 424B.

Section 3 - DISSOLUTION. Prior to dissolution of the Association, all legal obligations of the Association other than service pensions and benefits must be settled under Minn. Stat. § 424B.2, subd. 3, a benefit trust must be established under subdivision 4, and the affairs of the Association must be concluded under subdivision 5.

BYLAWS

These bylaws are hereby adopted and approved by the members of the Emily Firemen's Relief Association on this 24th day of October, 2023.



President

date: 10/24/23



Secretary

date: 10/24/23



Treasurer

date: 10/24/23

ATTACHMENT A - BENEFIT LEVEL

BENEFIT LEVEL AMOUNT	DATE RATIFIED BY CITY	EFFECTIVE DATE
\$750 per year	January 12, 2010	January 12, 2010
\$1,500 per year	October 11, 2016	January 1, 2017
\$1,750 per year	August 12, 2020	January 1, 2021
\$2,500 per year		January 1, 2024
\$3,000 per year		January 1, 2025

Emily Fire Relief Projections

8/21/2023

Prepared by: Stephanie Lippert & Susan Schiessl

Benefit Amount	Add First Responders	2024 Required Municipal Contribution
1,750	No	16,896
1,750	Yes	23,896
2,000	No	28,219
2,000	Yes	36,219
2,500	No	50,873
2,500	Yes	60,873

**CITY OF EMILY
RESOLUTION NO. 23-47**

RESOLUTION ACCEPTING DONATION TO THE CITY

WHEREAS, the City of Emily is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens, and is specifically authorized to accept gifts.

WHEREAS, the following persons and entities have offered to contribute the cash amounts set forth below to the City:

<u>Name of Donor</u>	<u>Amount</u>
Emily Firemen's Relief Association	\$ 3,000.00

WHEREAS, the terms or conditions of the donations, if any, are as follows:

<u>Donation Number</u>	<u>Terms or Conditions</u>
23-47	Firemen's Equipment Fund

WHEREAS, all such donations have been contributed to the City for the benefit of its citizens, as allowed by law; and

WHEREAS, the City Council finds that it is appropriate to accept the donations offered.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EMILY, MINNESOTA AS FOLLOWS:

1. The following donations are accepted and shall be used as follows: \$3,000.00 to the firemen's equipment fund.
2. The city clerk is hereby directed to issue receipts to each donor acknowledging the City's receipt of the donor's donation.

Adopted by the City Council of Emily, Minnesota this 12th day of December 2023.

Tracy Jones, Mayor

ATTEST:

Cari Johnson, City Clerk/Treasurer

MINNESOTA LAWFUL GAMBLING

02/16

LG555 Government Approval or Acknowledgment for Use of Gambling Funds

Keep this completed form attached to the LG100C in your organization's records. You do not need to submit this form to the Gambling Control Board or the Department of Revenue.

ORGANIZATION AND EXPENDITURE INFORMATION (attach additional sheets if necessary)

Organization Name: Emily Fire Relief Association	License Number: 02215
Address: PO Box 163	City/State/Zip: Emily, MN 56447

1. Amount of proposed lawful purpose expenditure: \$3,000.00.
2. Check one expenditure category:
- A. **Contribution to a unit of government**—United States, state of Minnesota, or any of its subdivisions, agencies, or instrumentalities.
- B. **Wildlife management project or activity** that benefits the public at large, with approval by the Minnesota Department of Natural Resources (DNR).
- C. **Grooming and maintaining snowmobile or all-terrain vehicle trails** established under Minnesota Statutes, Sections 84.83 and 84.927, including purchase or lease of equipment, with approval by the DNR. All trails must be open to public use.
- D. **Supplies and materials for safety training and educational programs** coordinated by the DNR, including the Enforcement Division.
- E. **Citizen monitoring of surface water quality testing** for public waters by individuals or nongovernmental organizations, with Minnesota Pollution Control Agency (MPCA) guidance on monitoring procedures, quality assurance protocols, and data management, providing that data is submitted to the MPCA.

3. Describe the proposed expenditure, including vendors:

Fire Equipment fund.

- **NO FINANCIAL OR OTHER BENEFIT:** I affirm that the contribution or expenditure does not result in any monetary, economic, financial, or material benefit to our organization, in compliance with Minn. Rule 7861.0320, subp. 17, para. C.
- **FOR DNR-RELATED PROJECTS:** I affirm that when lawful gambling funds are used for grooming and maintaining snowmobile or all-terrain vehicle trails or for any wildlife management project for which reimbursement is received from a unit of government, the reimbursement funds must be deposited in our lawful gambling account and recorded on form LG100C.
- **FOR SURFACE WATER QUALITY TESTING:** I affirm that the MPCA has been consulted in developing the monitoring plan and that the data collected will be submitted to the MPCA. Send form for signature to: Manager, Water Monitoring Section, Minnesota Pollution Control Agency, 520 Lafayette Road North, St. Paul, MN 55155. Website: www.pca.state.mn.us

Jon Chmielecki, CEO Emily Fire Relief Assn.

11/29/23

Chief Executive Officer's Signature

Date

Jon Chmielecki

218 851-7408

Print Name

Daytime Phone

GOVERNMENT APPROVAL/ACKNOWLEDGMENT

Contribution amount: \$3,000.00. Government use of contribution (check one):

- Wildlife**—DNR approves the wildlife management project or activity.
- Trails**—DNR approves the grooming/maintaining of snowmobile and/or all-terrain vehicle trails.
- Safety training**—DNR approves the supplies/materials for DNR safety training and educational programs.
- Water quality testing**—MPCA approves the surface water quality testing project.
- Donation to other unit of government** (city, county, state, federal, or any of their subdivisions) provided the funds will not be used for a pension or retirement fund.

Unit of Government: City of Emily

Phone: 218 763-2480

Address: PO Box 68

City/State/Zip: Emily, MN 56447

By signature below, the representative of the unit of government acknowledges and approves the contribution amount for the use as listed above.

Signature

Date

Print Name

Title

Questions? Contact the Minnesota Gambling Control Board at 651-539-1900. This form will be made available in alternative format (i.e. large print, braille) upon request. The information requested on this form will become public information, when requested by the Board, and will be used to determine your compliance with Minnesota statutes and rules governing lawful gambling activities.



CITY OF EMILY NOVEMBER 2023 REPORT

Meeting held 11/7/23 Started 1755 ended at 1843

6 Calls for the Month

Quarterly ED at CRMC 11/16/23 4 hours

Asking City to pay for Cindy and Krista to go to Arrowhead EMS conference.

Cindy is planning to attend 1/18 and 1/19. No hotel or mileage.

Krista is going 1/19 and 1/20. 1 night hotel no mileage.

Thank you.

Krista Kommer

43RD ANNUAL

Arrowhead EMS Association Conference & Expo

JANUARY 17 - 21

2024



"GOING THE DISTANCE FOR EMS"

DULUTH ENTERTAINMENT CONVENTION CENTER

350 HARBOR DRIVE, DULUTH, MN



<http://www.goingthedistanceforems.com/>

Duluth Entertainment Convention Center - Duluth, Duluth Minnesota | 17 - 21 January 2024

WHEN

17 January 2024 -
21 January 2024

WHERE

DECC
Duluth, MN

COST

Preconference
Varies based on workshop selected

Full Conference Days

Early Bird Discount
November 30th

Friday - \$100

after 11/30: \$130

Saturday - \$100

after 11/30: \$130

Sunday - \$70

after 11/30: \$100

WHO SHOULD ATTEND

EMRs, EMTs, Paramedics,
Search & Rescue, Nurses,
Physicians, Advanced
Practitioners, Law
Enforcement Officers,
Fire Fighters, Dispatchers,
Management, and anyone
interested in furthering
their EMS Education!

THE EXPERIENCE

Combine your professional and personal goals and the finest EMS education during a cozy winter in Duluth Minnesota. Our 5-day conference features quality EMS and nursing continuing education with an excellent line-up of speakers from all over the country. This conference will also give you a chance to reconnect with some old friends and hopefully meet some new ones who share your passion for EMS. Don't miss this chance to meet some of the finest individuals in the EMS profession.

THE OBJECTIVE

The conference & expo objective is to provide Emergency Medical Services personnel with applicable knowledge to better manage, treat, and assess various traumatic and medical-related emergencies, and to provide the tools to continuously improve the overall management of services. You will learn techniques and information to improve yourself, your patient care and your EMS agency.

THE EXPO

With Minnesota's largest exhibition of EMS products and service suppliers, this event will be Arrowhead EMS Association's highlight of 2024. It will allow our attendees to see, hear, examine, question and evaluate the latest developments in equipment, supplies and services that are recommended for use in the EMS profession.



DULUTH ENTERTAINMENT CONVENTION CENTER * 350 HARBOR DR* DULUTH MN



<http://www.goingthedistanceforems.com/>

Duluth Entertainment Convention Center - Duluth, Duluth Minnesota | 17 - 21 January 2024

Our speakers are established leaders, practitioners and peers who all share a passion for EMS. Our selection process is as thorough and thought out as you'll find anywhere. We make sure that you're hearing from the best, their content is new and engaging and it will have a significant impact. Our speakers inspire our attendees to implement what they have learned and attendees will return home energized and motivated.

FEATURED KEYNOTES



David Atkins - *"No Excuses"*

David is a retired New York State Police Captain after 22 years of service. He ran all State Police operations for the entire County of Westchester NY which averages approximately 400-500,000 911 calls a year. David was the New York State Trooper of the Year in 2003 followed by New York State Police Investigator of the Year in 2007. He moved up through the ranks during his 22 year career with the New York State Police. He went from patrol to Investigations to leading undercover units involved in Organized Crime, Auto Theft, Money Laundering and large scale drug organizations.

David was also a first responder at Ground Zero on 09/11 where he spent weeks working in New York City. Additionally while working full time with the NY State Police David also built a million dollar direct sales business. Through his success both in law enforcement and business David became a Keynote Motivational Speaker presenting to groups of a few hundred people to over 20,000 people in the NFL Superdome in New Orleans.

David is currently publishing his first book *The Leveled Up Life*.



Josh Duda - *"Finding Your Inner Superhero"*

Josh is a Nationally Registered Paramedic and Certified Flight Paramedic with 30 years of EMS experience. He has served for the past 20+ years as a Critical Care Flight Paramedic, Field Training Officer, & Educator. When not at work, he can also be found responding with the local sheriff's office dive & rescue team. Josh has been a dedicated safety professional and advocate his entire EMS career. He is the sole survivor of a medical helicopter crash in 2019. Josh has been an active member in the MN Towards Zero Death campaign and Child Passenger Safety programs on the state & local levels. When not serving communities, he enjoys traveling, camping, and can often be found training for a local triathlon.

What do you do when things don't go as planned? How do you respond when things get tough? Are you prepared for the unthinkable? How do you find the strength to dig deep and keep moving forward?

This session will explore a personal journey through tragedy, lessons learned, and tools used to overcome the challenges encountered. You control your own outcomes.



<http://www.goingthedistanceforems.com/>

Duluth Entertainment Convention Center - Duluth, Duluth Minnesota | 17 - 21 January 2024

THURSDAY | JANUARY 18, 2024

8:00a - 5:00p	EMT Refresher (Day 2 of 2)	Lucas Goodin	Lake Superior L,M
	Financial Leadership for EMS	Aarron Reinert, Michelle Anderson	St. Louis River Room
	Department of Transportation (DOT) EMS Instructor Course (Day 2 of 2)	Dylan Geiger, Jaymes Feil, Jennifer Shea, Kerry Degan, Mary Welch, Ron Lawler, Toby Oehler	Gooseberry Falls Room
	Navigating Excellence in Ambulance Service Management	Minnesota Ambulance Association	French River Room
8:00a - 12:00p	Self Defense for EMS Personnel	Mike Gau Scott Peterson	Lake Superior Ballroom N,O
1:00p - 5:00p	Use Of Point-of-Care Ultrasound (POCUS) In the Pre-Hospital Setting	Dr. Casey Litchke, Dr. John Holst	Lake Superior N,O



DULUTH ENTERTAINMENT CONVENTION CENTER * 350 HARBOR DR* DULUTH MN



<http://www.goingthedistanceforems.com/>

Duluth Entertainment Convention Center - Duluth, Duluth Minnesota | 17 - 21 January 2024

FRIDAY | JANUARY 19, 2024

8:00a - 8:15a	Conference Welcome	Adam Shadiow	Ballroom
8:15a - 9:15a	No Excuses	David Atkins	Ballroom
11:30a - 12:30p	The case for OMI and NOMI	Brad Wright	French River Room
	The WHY behind the patient, the monitor, and your paramedic partner scrambling!	Andrea Sjaardema Zickmund	Gooseberry Falls Room
	Evidence Based Medicine: The myths that EMS made up and the myths that made up EMS.	Kirstie Breneman, Patrick Horan	Lake Superior L,M
	Fun with Physiology: Let's Get Cellular	Bob Matoba	Lake Superior N,O
	Hospital at Home: What EMS Needs to Know	Tia Radant	Split Rock Room
	Inside the Mind of a SPI	Kirk Hughes	St. Louis River Room
1:30p - 2:30p	March ahead with MARCH	Brad Wright	French River Room
	Little Tykes are not Little Adults!	Andrea Sjaardema Zickmund	Gooseberry Falls Room
	The Baba Yaga Comes a Calling	Chris Ebright	Lake Superior L,M
	Making a Difference in Chest Trauma	Bob Matoba	Lake Superior N,O
	The Latest Research: Community Paramedicine Prevents Hospital Readmissions	Tia Radant	Split Rock Room
	Keeping your head above water when your patient has drowned	David Brenner	St. Louis River Room
2:45p - 3:45p	Pre-hospital Decompression Of Pneumothorax: Indications, Treatment Options and Pitfalls	Kristin Colling	French River Room
	Bizarre and Unusual Case Studies: You can't make this stuff up	Andrea Sjaardema Zickmund	Gooseberry Falls Room
	Unique Patient Signs	Chris Ebright	Lake Superior L,M
	Drowning, the Warm and Cold Truths of Treatment	Brad Zinniel, Martin Sullivan, Marvin Sullivan	Lake Superior N,O
	Are you Open and Willing to Accept Help?; The 31 Billion Dollar Question.	Amy Lucht, Steve Koering	Split Rock Room
	Preventing Invisible Wounds - Mitigating Psychological Trauma	David Brenner	St. Louis River Room
4:00p - 5:00p	Recruitment, Remediation, Retention	Brad Wright	French River Room
	First Pass Success: Is That Good Enough?	Nick Eastman	Gooseberry Falls Room
	Until All the Pieces Fit	Chris Ebright	Lake Superior L,M
	Trauma in the Water: Recovering the Dead from the Great Lakes and Fostering Resiliency	Andrew Bock	Lake Superior N,O
	Social Determinants of Health- post pandemic point of view- Social Influencing	Pete Tanghe	Split Rock Room
	STEMI Case Studies and Conundrums. ... Lessons and Opportunities for Improvement	Richard Mullvain	St. Louis River Room
1:45p - 4:15p	Human Anatomy Lab	Lindsay Pacey-Allen	The College of St. Scholastica



**CITY OF EMILY
COUNTY OF CROW WING
STATE OF MINNESOTA**

**RESOLUTION 23-50 DECLARING PERMANENT DEACTIVATION OF
CITY POLICE DEPARTMENT**

WHEREAS, the City of Emily temporarily deactivated the City Police Department on March 10, 2023 at an emergency meeting;

WHEREAS, the City's Police Chief terminated the Police Chief Employment Agreement on May 23, 2023;

WHEREAS, the City of Emily posted an open Police Chief position in June of 2023 and has been unable to find a Police Chief applicant with the City's preferred qualifications;

WHEREAS, the City of Emily is not allowed to have a Police Department without a Chief of Police;

WHEREAS, the Minnesota POST Board requires a resolution of the Council to permanently deactivate the City Police Department; and

WHEREAS, the Crow Wing County Sheriff's Department will provide law enforcement services to the City of Emily.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Emily, Crow Wing County, Minnesota:

1. That the City of Emily Police Department is permanently deactivated.
2. The Crow Wing County Sheriff's Department shall act as police authority for matters in the City as well as any areas outside the City for which the City has contract responsibility for police coverage.

Adopted this 12th day of December, 2023 by ____fifths vote:

CITY OF EMILY

Dated: December _____, 2023

By: Tracy Jones
Its: Mayor

Attest:

Dated: December _____, 2023

By: Cari Johnson
Its: City Clerk

City of Emily, Minnesota Law Enforcement Services Agreement

This agreement ("Agreement") is made and entered into by and between the City of Emily, Minnesota (the "Contractor") and the Township of Little Pine, Minnesota (the "Township"). The Contractor and the Township are referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, the Township is in need of and desires to contract for the performance of the hereinafter described "Law Enforcement Services" for and within the political boundaries of the Township through the Contractor's police department; and

WHEREAS, the Contractor agrees to render such Law Enforcement Services on the terms and conditions hereinafter set forth; and

WHEREAS, this Agreement is authorized and provided for by the provisions of Minnesota Statutes, Sections 412.221, subd 2., 471.59 and 436.05.

NOW, THEREFORE, pursuant to the terms of the aforementioned statutes and in consideration of the mutual promises contained herein, it is mutually agreed between the Parties as follows:

I. Scope of Services

- A. The Contractor, through its Police Department ("Police Department"), agrees to provide Law Enforcement Services within the geographical limits of the Township. The Contractor shall provide and assign such personnel as it deems necessary and in its sole discretion to provide the Law Enforcement Services, including the following:
1. Patrol services of four (4) hours monthly, in a marked squad car, with random patrolling of residential areas, businesses, parks, and other public property;
 2. Enforcement of Minnesota State Statutes and the ordinances of the Township, except ordinances which are primarily regulatory in nature such as zoning ordinances and building codes;
 3. Traffic enforcement, including the use of radar or laser as a speed deterrent;
 4. Responding to police, medical, fire, and other emergencies;
- B. It is expressly understood that the Contractor is an independent contractor. The Contractor shall have sole control over the manner in which the Law Enforcement Services are performed under this Agreement. The Contractor shall furnish and supply all necessary labor, supervision, equipment, and supplies necessary to provide the Law Enforcement Services, except as otherwise provided in this Agreement.

- C. The provision of Law Enforcement Services, the standards of performance, the discipline of the officers and employees and other matters incident to the performance of the Law Enforcement Services under this Agreement, and the control of personnel employed by the Contractor shall remain under the control of the Contractor's Police Chief or the Emily City Council.
- D. Violations of laws or ordinances for which an arrest is made shall be prosecuted in the appropriate court under the laws of the State of Minnesota or ordinances of the Township.
- E. The Contractor shall submit to the Township a quarterly patrol report detailing the patrol hours of the Police Department within the Township.

II. Payment/Compensation

- A. The Township agrees to pay to the Contractor fifty dollars (\$50.00) per hour for 4 hours of patrol each month.
- B. The Contractor shall bill the Township on a quarterly basis for the provision of Law Enforcement Services under this Agreement. The Township shall pay the amount required in accordance with the Prompt Payment of Local Government Bills statute, Minnesota Statutes, Section 471.425, as amended.

III. Term.

- A. The Contractor shall commence the provision of Law Enforcement Services on January 1, 2023 and this Agreement shall remain in effect for a period of one (1) year, unless earlier terminated by operation of law or pursuant to the terms of this Agreement.
- B. This Agreement shall automatically renew for a period of one (1) year following the expiration of the initial one (1) year term and/or any renewal term.
- C. Any Party may terminate this Agreement during a renewal term by providing 60 days written notice of termination to the other Party, subject to paragraph III (D), below. The Parties may voluntarily terminate this Agreement at any time by mutual agreement.
- D. If the Contractor refuses or fails to complete the Law Enforcement Services, or to complete the Law Enforcement Services in a manner satisfactory to the Township, the Township may, by written notice to the Contractor, give notice of its intention to terminate this Agreement. After such notice, the Contractor shall have thirty (30) days to cure, to the satisfaction of the Township. If the Contractor fails to cure, the Township shall send the Contractor a written termination letter which shall be effective upon deposit in the United States mail to the Contractor.

- E. In the event of termination, the Township shall only be responsible to pay for the Law Enforcement Services satisfactorily performed by the Contractor to the effective date of termination.

IV. Cooperation of Parties

- A. The Parties agree to take all reasonable and necessary steps to facilitate the performance of their duties under this Agreement.
- B. To facilitate the Contractor's performance pursuant to this Agreement, the Township and Contractor shall work together to achieve the objectives of this Agreement for the benefit of the residents of the Township.
- C. In the event the Township through its governing body or authorized agent notifies the Contractor that it is dissatisfied with the assignment of personnel for the performance of the Law Enforcement Services under this Agreement and requests a change in assigned personnel, the Contractor shall make a reasonable effort to effect a change in the assignment of personnel, provided that such a change does not jeopardize the ability of the Contractor to provide services to its residents in a timely and efficient manner.
- D. In the event there is a dispute that cannot be resolved informally, the Parties shall select a mediator to mediate the dispute. If the dispute is not resolved by mediation, the Parties may pursue any available legal remedy. Notwithstanding, these matters remain in the sole control of Contractor.

V. Insurance. The Contractor, at its expense, shall procure and maintain in force for the duration of this Agreement the following minimum insurance coverages:

- A. **General Liability.** The Contractor agrees to maintain comprehensive municipal liability coverage in the minimum amount of \$2,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The Township shall be endorsed as additional insured.
- B. **Automobile Liability.** The Contractor agrees to maintain motor vehicle liability coverage, including owned, hired, and non-owned automobiles, with a minimum \$2,000,000 combined single limit per occurrence.
- C. **Workers' Compensation.** The Contractor agrees to provide Workers' Compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. The Contractor shall also carry Employers' Liability Coverage with minimum limits are as follows:
- \$500,000 – Bodily Injury by Disease per employee
 - \$500,000 – Bodily Injury by Disease aggregate
 - \$500,000 – Bodily Injury by Accident

D. Additional Insurance Conditions.

1. The Contractor shall, prior to commencing the Law Enforcement Services, deliver to the Township a Certificate of Insurance as evidence that the above coverages are in full force and effect.
2. The Contractor's policies shall be primary insurance to any other valid and collectible insurance available to the Township with respect to any claim arising out of Contractor's performance under this Agreement.
3. The Contractor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the Township, or in the case of non-payment of premium, at least 10 days' written notice of cancellation.

VI. Liability

- A. Except as otherwise provided herein, the Township shall not assume any liability for the direct payment of any salaries, wages, or other compensation to any of the Contractor's employees providing Law Enforcement Services to the Township under this Agreement and the Contractor hereby assumes said liabilities.
- B. Except as otherwise provided herein, the Township shall not be liable for compensation or indemnity to any of the Contractor's employees for injury or sickness arising out of their employment with the Contractor and/or provision of the Law Enforcement Services to the Township, and the Contractor agrees to defend, indemnify and hold the Township harmless against any such claims.
- C. To the fullest extent permitted by law, the Township agrees to defend, indemnify and hold harmless the Contractor, and its employees, officials and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of the Township's negligence or the Township's performance or failure to perform its obligations under this Agreement. The Contractor agrees this indemnity obligation shall survive the completion or termination of this Agreement.
- D. The Township agrees to defend, indemnify and hold harmless the Contractor, and its employees, officials and agents, for any claims related to the interpretation of or challenges to the validity of the Township's ordinances.
- E. The failure to furnish the Law Enforcement Services because of weather, road conditions, or the unavailability of personnel or equipment, shall not be a breach of this Agreement.
- F. Nothing in this Agreement shall constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes, Chapter 466 or a waiver of any available immunities or defenses. Nothing herein shall be construed to provide insurance

coverage or indemnification to an employee, official or agent of any Party for any act or omission for which the employee, official or agent is guilty of malfeasance in office, willful neglect of duty or bad faith.

VII. General Provisions.

- A. Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.
- B. Assignment. The Contractor may not assign this Agreement to any other person unless written consent is obtained from the Township.
- C. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.
- D. Nondiscrimination. In the hiring of employees to perform work under this Agreement, the Contractor shall not discriminate against any person by reason of any characteristic or classification protected by state or federal law.
- E. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in Crow Wing County, Minnesota.
- F. Government Data/Privacy. The Contractor agrees to abide by the applicable provisions of the Minnesota Government Data Practice Act, Minnesota Statutes, Chapter 13, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. The Contractor understands that all of the data created, collected, received, stored, used, maintained or disseminated by the Contractor in performing those functions that the Township would perform is subject to the requirements of Chapter 13. This does not create a duty on the part of the Contractor to provide the public with access to public data if the public data is available from the Township, except as required by the terms of this Agreement.
- G. Waiver. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- H. Notices. All notices and other communications pursuant to this Agreement must be in writing and must be given by registered or certified mail, postage prepaid, or delivered by hand at the addresses set forth below:

Notice to Contractor:

City of Emily
39811 State Highway 6, PO Box 68
Emily, MN 56447

Notice to Township:

Township of Little Pine
25990 County Road 1
Emily, MN 56447

- I. Savings Clause. If a court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect.
- J. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, and which taken together shall be deemed to be one and the same document.
- K. Effective Date. This Agreement is effective on the date last executed by one of the Parties below.

IN WITNESS WHEREOF, the Contractor has caused this Agreement to be signed by its Mayor and City Clerk/Treasurer.

Dated: 12/21/22

CITY OF EMILY, MINNESOTA

By: [Signature]
Its Mayor

and

By: [Signature]
Its City Clerk/Treasurer

IN WITNESS WHEREOF, the Township has caused this Agreement to be signed by its Supervisor and Town Clerk.

Dated: 1-11-23

TOWNSHIP OF LITTLE PINE, MINNESOTA

By: [Signature]
Its Supervisor

and

By: [Signature]
Its Town Clerk





Date: November 15, 2023

To: City of Emily

From: Leland Bundy, Operator

O & M Report: October 2023

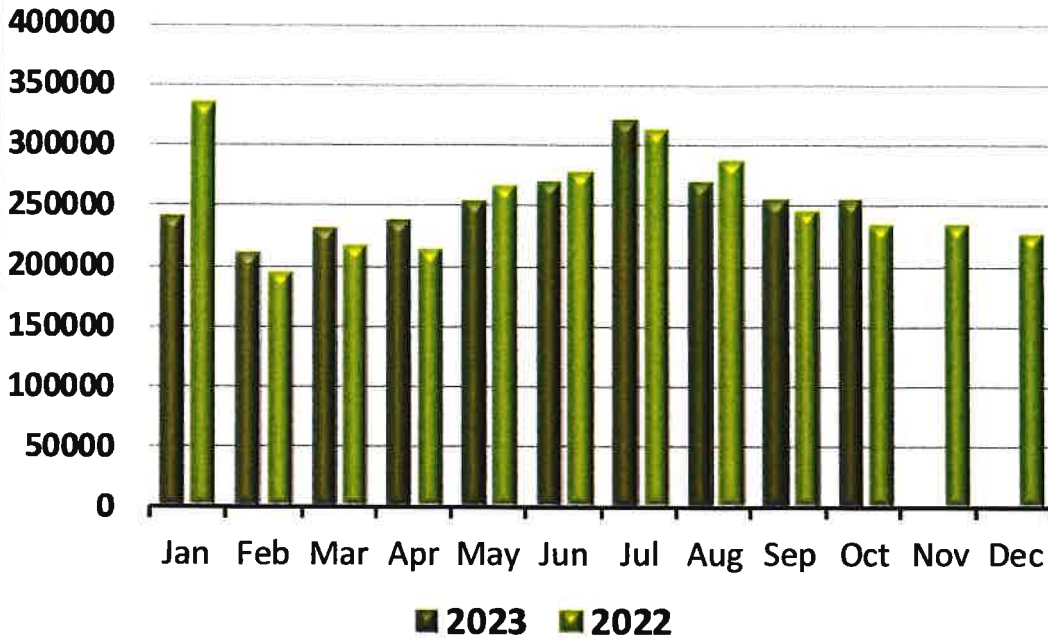
Wastewater Operation & Maintenance

- Lift Station checks were performed weekly, on-site, and daily via the internet. Daily flow numbers are recorded daily and used for reports to the MPCA.
- Lift Station RTM timers are recorded onsite to verify pump efficiency.
- Pond discharges completed in October. Pond levels are at 35" for the two primary ponds and 29.6" for the secondary pond.
- Still Collecting quotes for replacing riprap on the secondary pond, and the repairs to the R.I.B.'s gate valves and distribution piping.
- All monthly reports submitted to MPCA on time, facility is operating as designed or better.
- Two compliance items of note:
 - The PH meter I use failed at the time I was sampling for the Wells. I have made a note on the DMR report to MPCA, and I used estimated values for the report. We are ordering a new PH, Conductivity meter
 - At the time of the discharge sampling, I transposed the sample with the December sample event. So, I resampled on 11-6 and sent it in. I called The Cities compliance officer at MPCA and informed them of my mistake and the corrective action I will take or have taken.

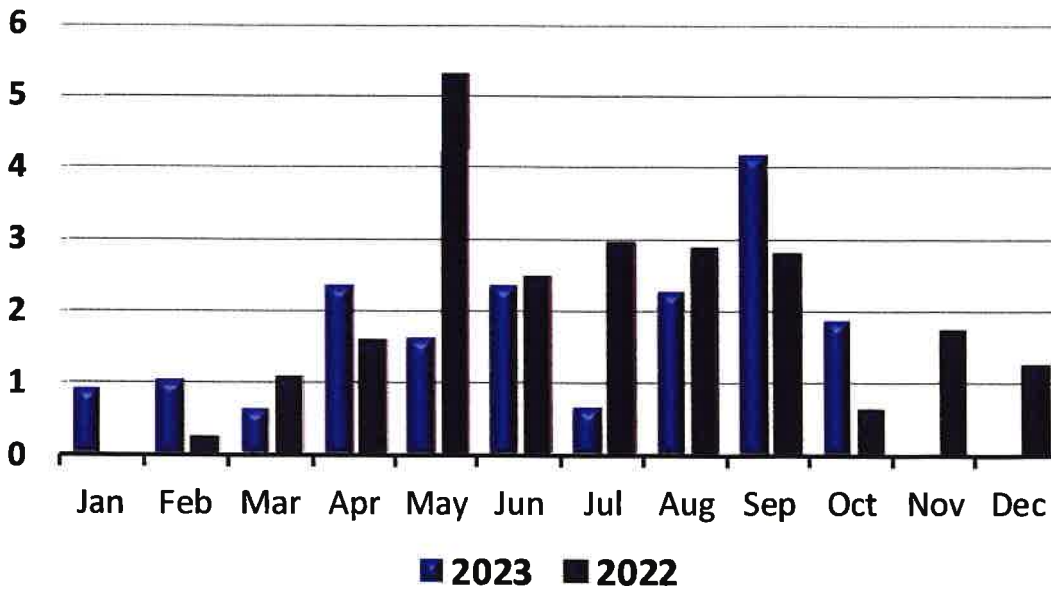
		October-23	September-23	October-22
Wastewater				
CBOD				
CBOD Influent	mg/L	0	440	0
CBOD Effluent	mg/L	0	0	0
TSS				
TSS Influent	mg/L	0	272	0
TSS Effluent	mg/L	0	0	2
pH				
pH Influent Maximum	SU	0	7	0
pH Effluent Maximum	SU	0	0	9
pH Effluent Minimum	SU	0	0	9
Nitrogen Ammonia				
Nitrite Plus Nitrate, Total Effluent	mg/L	0.00	0.00	0.10
Nitrogen, Ammonia, Total Effluent	mg/L	0	0	0
Nitrogen, Kjeldahl, Total Effluent	mg/L	0.00	0.00	1.80
Chloride				
Chloride, Total Effluent	mg/L	0	0	213
Influent Flow				
Influent Flow Monthly Average	gallons	8,241	8,526	7,600
Influent Flow Monthly Maximum	gallons	10,100	11,130	10,400
Influent Flow Monthly Total	gallons	255,500	255,800	235,800
Precipitation Monthly Total	invches	2	4	1
Effluent Flow				
Effluent Flow Average Total	gallons	11,000	0	363,500
Effluent Flow Monthly Total	gallons	231,000	0	1,454,000
Effluent Flow Year to Date Total	gallons	2,826,324	2,595,324	6,179,400



Total Influent Flow to Pond - In Gallons



Total Monthly Precipitation - In Inches





Date: December 11, 2023

To: City of Emily

From: Leland Bundy, Operator

O & M Report: November 2023

Wastewater Operation & Maintenance

- Lift Station maintenance checks were performed Weekly onsite and daily via internet. Daily flow numbers are recorded and used for MPCA monthly operation reports.
- Lift Station RTM timers are recorded onsite to verify pump efficiency.
- Fall pond discharges were completed in October and I had failed to get the samples for October's discharge. I notified the MPCA, and I collected the sample on 11-7-23.
- Worked with City staff on the homeowners who want to connect the second house to the city's sewer on Blomquist.
- All monthly reports have been submitted to MPCA on time and the pond system is operating as designed.

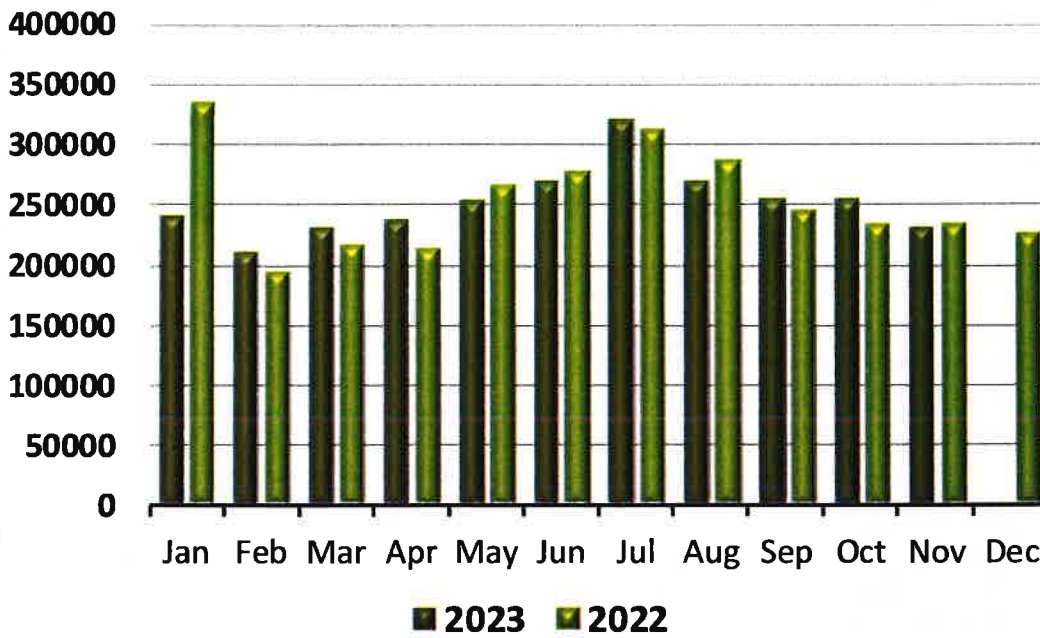
PeopleService INC.

Water & Wastewater Professionals

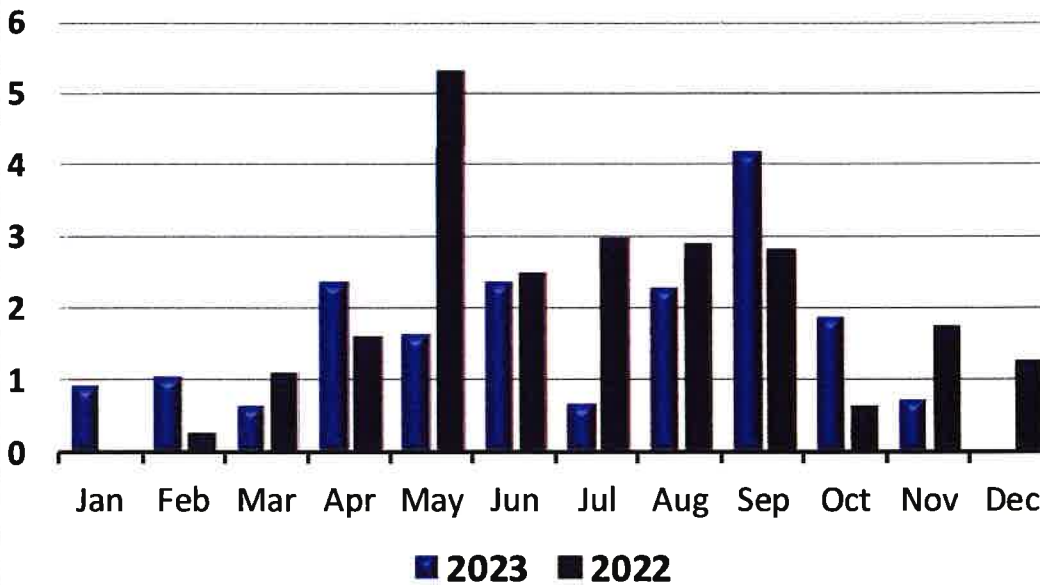
Wastewater		November-23	October-23	November-22
CBOD				
CBOD Influent	mg/L	0	0	0
CBOD Effluent	mg/L	0	0	0
TSS				
TSS Influent	mg/L	0	0	0
TSS Effluent	mg/L	0	47	0
pH				
pH Influent Maximum	SU	0	8	0
pH Effluent Maximum	SU	0	0	0
pH Effluent Minimum	SU	0	0	0
Nitrogen Ammonia				
Nitrite Plus Nitrate, Total Effluent	mg/L	0.00	0.93	0.00
Nitrogen, Ammonia, Total Effluent	mg/L	0	0	0
Nitrogen, Kjeldahl, Total Effluent	mg/L	0.00	3.30	0.00
Chloride				
Chloride, Total Effluent	mg/L	0	213	0
Influent Flow				
Influent Flow Monthly Average	gallons	7,752	8,241	7,899
Influent Flow Monthly Maximum	gallons	10,374	10,100	10,000
Influent Flow Monthly Total	gallons	232,578	255,500	236,000
Precipitation Monthly Total	invches	1	2	2
Effluent Flow				
Effluent Flow Average Total	gallons	0	11,000	0
Effluent Flow Monthly Total	gallons	0	231,000	0
Effluent Flow Year to Date Total	gallons	3,058,902	2,826,324	0



Total Influent Flow to Pond - In Gallons



Total Monthly Precipitation - In Inches



**CITY OF EMILY
COUNTY OF CROW WING
STATE OF MINNESOTA**

RESOLUTION NO. 23-44, AMENDED

RESOLUTION REGARDING UNPAID SEWER CHARGES

WHEREAS, Minnesota Statute Section 444.075, subd. 3 provides that municipalities may make the charges for connection to sewer facilities and the use charges for such sewer facilities a charge against the owner, lessee, or occupant of the property, and may provide a covenant for certifying unpaid charges to the County Auditor with taxes against the property served for collection as other taxes are collected; and

WHEREAS, the City of Emily, City Code of Ordinances Chapter 50.28, Section A provides that each and every sewer service charge levied by and pursuant to the Ordinance is hereby made a lien upon the lot or premises served, and all such charges which are on October 1st of each year past due and delinquent, shall be certified to the County Auditor as taxes or assessments on the real estate; and

WHEREAS, the City of Emily, City Code of Ordinances Chapter 50.28, Section C provides that the owner or user of the real estate being serviced shall be liable for interest upon all unpaid balances at the rate of 12% per annum; and

WHEREAS, as of October 10, 2023, the following sewer charges were past due and delinquent:

PHYSICAL ADDRESS	REAL ESTATE CODE	AMOUNT	TOTAL WITH 12% INTEREST
21263 County Road 1	21270707	\$987.09	\$1,105.54
21208 County Road 1	21270709	\$987.09	\$1,105.54
39877 White Pine Street	21340887	\$884.99	\$991.19
40300 South Bay Drive	21270550	\$881.25	\$987.00
39949 White Pine Street	21340888	\$882.40	\$988.29
39948 State Highway 6	21340845	\$53.31	\$59.71
	Total	\$ 4,676.13	\$5,237.27

THEREFORE, BE IT RESOLVED that the City of Emily City Council hereby certifies as delinquent the sewer service charges as of October 10, 2023, as taxes or assessments on the real estate identified above with an interest rate of 12% per annum.

Adopted by the Emily City Council this 12th day of December 2023.

Tracy Jones, Mayor

Cari Johnson, MCMC
City Clerk/Treasurer

MAINTENANCE REPORT

12/12/2023

- Plowing a little snow
- Some sanding
- Cutting trees
- Shop work and general maintenance

Brian Foster
Maintenance Supervisor

HUMAN RESOURCES & BENEFITS INFORMATION PERSONNEL POLICY

Article I. INTRODUCTION

Section 1.01 Purpose

The purpose of these policies is to establish a uniform and equitable system of personnel administration for employees of the city of Emily. They should not be construed as contract terms for any city employees. No supervisor or city representative has any authority to enter into any agreement for employment for any specific period of time, or to make any agreement contrary to this provision. Nothing in this Personnel Policy, or in other City of Emily policies which may be communicated to the employee, constitutes a contract of employment for any city employee. The policies are not intended to cover every situation that might arise and can be amended at any time at the sole discretion of the city. These policies supersede all previous personnel policies. As an employee, you are responsible for complying with current city policy at all times. Except where noted otherwise, the City Council is charged with ensuring compliance with these personnel policies.

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

Section 1.02 Scope

Except as otherwise specifically provided, these policies apply to all employees of the City, whether paid or volunteer, except the following:

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

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

These policies serve as an information guide to help employees become better informed and to make their experience with the city more rewarding. **Departments may have special work rules deemed necessary by the supervisor and approved by the Personnel Committee for the achievement of objectives of that department. Each employee will be given a copy of such work**

rules by the department upon hiring and those rules will be further explained, and enforcement discussed with the employee by the immediate supervisor.

Section 1.03 EEO Policy Statement

The City of Emily 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 Emily will not discriminate against any employee or job applicant on the basis of race, (including traits associated with race, including, but not limited to, hair texture and hair styles such as braids, locs and twists) color, creed, religion, national origin, ancestry, sex, sexual orientation, gender identity, or gender expression, disability, age, marital status, genetic information, status with regard to public assistance, veteran status, familial status, or membership on a local human rights commission or lawful participation in the Minnesota Medical Cannabis Patient Registry.

Section 1.04 Data Practices Advisory

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

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

Section 1.05 Media Requests

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

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

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

1. If the request is for routine or public information (such as a meeting time or agenda), provide the information and notify the mayor 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 mayor. 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 mayor.

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

- Identify themselves as representing the city. Account names on social media sites must be clearly connected to the city ~~and approved by the city administrator.~~
- Be respectful, professional, and truthful when providing information. In most cases, only factual information (not opinions or editorial comments) should be provided: "The city finished street cleaning on 16 streets in the northwest corner of the city this past week" instead of "The city is doing a great job with street cleaning this year!" Corrections must be issued when needed.
- Generally, not include personal opinions in official city statements. One exception is communications related to promoting a city service. For example, an employee could post the following on the city's Facebook page: "My family visited Hill Park this weekend and really enjoyed the new band shelter."
Employees who have been approved to use social media sites on behalf of the city should seek assistance from the city administrator on this topic.
- ~~Notify the city administrator if they will be using their personal technology (cell phones, home computer, cameras, etc.) for city business. Employees should be aware data transmitted or stored may be subject to the Minnesota Government Data Practices Act.~~

Section 1.06 Personal Communications and Use of Social Media

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

- Do not share any private or confidential information you have access to as a result of your city position.
- Any personal communications made on a matter of public concern must not disrupt the efficiency of the city's operation, including by negatively affecting morale. Put another way, such public comments must not undermine any city department's ability to effectively serve the public. Disruptive personal communications can include liking or republishing (sharing/retweeting) a social media post of another individual or entity. The

City can act on the personal communication that violates this policy without waiting for the actual disruption.

- Remember what you write or post ~~is public and will~~ cannot easily be ~~so for a long time undone~~. It may also be spread to ~~large audiences~~ a larger audience than you intended. Use common sense when using email or social media sites. It is a good idea to refrain from sending or posting information or photos you would not want your boss or other employees to read, or you would be embarrassed to see in the newspaper. Keep in mind harassment, bullying, threats of violence, discrimination, or retaliation ~~concerning a co-worker or between co-workers~~ that would not be permissible in the workplace is not permissible ~~between co-workers~~ online, even if it is done after hours, from home and on home computers.
- The city expects its employees to be fair, courteous, and respectful to supervisors, co-workers, citizens, customers, and other persons associated with the city. Avoid using statements, photographs, video or audio that reasonably may be viewed as malicious, obscene, threatening or intimidating, disparaging, or might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of sex, race; ~~(including traits associated with race, including, but not limited to, hair texture and hairstyles such as braids, locs and twists)~~ national origin, age, color, creed, religion, disability, marital status, familial status, veteran status, sexual orientation, gender identity, or gender expression, status with regard to public assistance or membership or activity in a local human rights commission.
- If you publish something related to city business ~~and there is liable to be confusion whether you are speaking on behalf of the city, it would be best to~~ identify yourself and use a disclaimer such as, ~~"I am an employee of the City of Emily. However, these~~ These are my own opinions and do not represent those of the city of Emily."
- City resources, working time, or official city positions cannot be used for personal profit or business interests, or to participate in personal political activity. Some examples: a building inspector could not use the city's logo, email, or working time to promote his/her side business as a plumber; a ~~parks employee should not access a park after hours even though he or she may have a key~~; a clerk, while working at City Hall, should not campaign for a friend who is running for City Council.
- Personal social media account name or email names should not be tied to the city (e.g., City of Emily Cop).

Article II. CITYWIDE WORK RULES & CODE OF CONDUCT

Section 2.01 Conduct as a City Employee

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

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

The following are job requirements for every position at the City of Emily. 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 the personnel committee and employee's supervisor.
- Approach our organization and operational duties with a positive attitude and constructively support open communication, creativity, dedication and compassion.

Employee may hold outside employment so long as it does not impact the ability to effectively perform their duties.

Section 2.02 Attendance & Absence

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

In order for a team to function efficiently and effectively, employees must fully understand the goals ~~that have been~~ set for them and the time required to be on the job. Understanding attendance requirements is an essential function of every city position.

Employees who are going to be absent from work are required to notify their supervisor as soon as possible in advance of the absence. In the event of an unexpected absence, employees should call 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 with~~ a telephone number where ~~he/she they~~ can be reached and/or contact any other individual who was designated by the supervisor.
- Failure to use the established reporting process will be grounds for disciplinary action.
- The employee must call the supervisor on each day of an absence extending beyond one (1) day unless arrangements otherwise have been made with the supervisor.

- Employees who are absent for three (3) days or more and who do not report the absence in accordance with this policy, will be considered to have voluntarily resigned not in good standing.
- The city may waive this rule if extenuating circumstances warranted such behavior.

This policy does not preclude the city from administering discipline for unexcused absences of less than three (3) days. Individual departments may establish more specific reporting procedures.

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

Section 2.03 Access to and Use of City Property

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

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

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

Tracking of City Owned Vehicles (As per MN Statute 626A.35)

~~The city reserves the right to install Global Positioning System (GPS) tracking devices in any of its vehicles whether owned or leased. The tracking policy applies to all regular, seasonal, and temporary city employees who drive city vehicles. The tracking policy is designed and intended to provide vehicle location and other information while in the field and enhance employee safety and security; lower maintenance costs through better preventative and predictive maintenance schedules; improve fuel economy, reduce vehicle idling, optimize vehicle utilization; and improve driver behavior while operating a city vehicle. The GPS device will allow the city to record location, route, speed, ignition status and other important diagnostic information of its vehicles. Employees should understand that GPS data may be used to make decisions regarding employee use of equipment based solely, or in part, on GPS data. Employees should also understand that they have no expectations of privacy when using city vehicles.~~

~~All Police Department vehicles, all Maintenance Department vehicles, and all snowplow trucks will be equipped with GPS tracking devices. Under the direction of the City Council GPS tracking software will be managed by the clerk's office. Reports will be made available upon request by Council Member or applicable department head. City vehicles that are GPS equipped will have a sticker affixed in a prominent location in every vehicle stating, "Notice: This equipment is monitored by GPS".~~

~~City's goals and objectives for GPS device data collection includes educating and informing employees about idling, speeding, out of service area travel, odd hours/days travel and how to become safer and more fuel-efficient drivers. Information may be used during investigation into allegations of employee misconduct or in cases of substandard performance.~~

~~Employees who purposely disable, tamper or remove the GPS device shall be subject to disciplinary action, up to and including termination of employment.~~

~~The City Council is responsible for the development, establishment, and maintenance of procedures to implement and support this policy, and to ensure the policy is in compliance with applicable laws, City ordinances, policies and rules.~~

~~**Drivers of City Owned Vehicles** (Except fire and first response vehicle drivers)~~

- ~~• The city will conduct a Motor Vehicle Records (MVR) check annually for any employee required to drive a city-owned vehicle.~~
- ~~• The city will conduct a MVR check as part of pre-employment screening for all prospective new hires who will be required to drive a city-owned vehicle.~~

~~**Commercial Driver's License**~~

~~If a driver is required by the city to hold a Commercial Driver's License (CDL), they MUST register with the Federal Motor Carrier Safety Administration (FMCSA) Clearinghouse.~~

- ~~• The city will conduct an annual **Limited** query with the FMCSA Clearinghouse for all employees that hold a CDL as a job requirement.~~
- ~~• The city will conduct a **Full** query with the FMCSA Clearinghouse for all prospective employees that hold a CDL as a job requirement.~~

Section 2.04 Appearance

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

Section 2.05 Conflict of Interest

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

Section 2.06 Falsification of Records

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

Section 2.07 Personal Telephone Calls

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.

Section 2.08 Political Activity

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

Section 2.09 Smoking

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

Smoking of any kind, including pipes, cigars, cigarettes, vaping with e-cigarettes, and the use of chewing tobacco, is prohibited for employees while on duty. Employees ~~18~~ 21 and over are allowed to smoke only during their breaks and lunch, and only in areas designated for that purpose.

Article III. DEFINITIONS

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

Section 3.01 Authorized Hours

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

Section 3.02 Benefits

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

Section 3.03 Benefit Earning Employees

Employees who are eligible for at least a pro-rated portion of city-provided benefits. Such employees must be year-round employees who work at least 20 hours per week on a regular basis.

Section 3.04 Core Hours

The core hours all employees (exempt and non-exempt) are expected to work are ~~9 a.m. to 3:30 p.m., Monday through Friday. Police, fire, and first response public works~~ unless employees do not have core hours and work the schedules established by their supervisors.

Section 3.04 Demotion

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

Section 3.05 Employee

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

Section 3.06 Exempt Employee

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

Section 3.07 FICA (Federal Insurance Contributions Act)

FICA is the federal requirement that a certain amount be automatically withheld from employees' earnings. Specifically, FICA requires an employee contribution of 6.2 percent for Social Security and 1.45 percent for Medicare. The city contributes a matching 7.65 percent on behalf of each employee. Certain employees are exempt or partially exempt from these withholdings (e.g., police officers). -These amounts may change if required by law.

Section 3.8 Fiscal Year

The period from January 1 to December 31.

Section 3.9 Full-Time Employee

Employees who are required to work thirty-two (32) or more hours per week year-round in an ongoing position.

In compliance with federal health care reform laws and regulations, the city employs fewer than 50 full-time and full-time equivalent employees, so is exempt from the employer mandate penalty.

Section 3.10 Hours of Operation

The city's regular hours of operation for the city hall are Monday through Wednesday, from 8 a.m. to 4:30 p.m., and Thursday and Friday, 8 a.m. to 12:00 p.m., and for public works are Monday through Friday, from 7 a.m. to 3:30 p.m.

~~**Section 3.11 Management Employee**~~

~~An employee who is responsible for managing a department or division of the city.~~

Section 3.11 Non-Exempt Employee

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

Section 3.12 Part-Time Employee

Employees who are required to work less than thirty-two (~~32~~) hours per week year-round in an ongoing position.

Section 3.13 Pay Period

A fourteen (~~14~~) day period beginning at 12 a.m. (midnight) on Wednesday through 11:59 p.m. on Tuesday, fourteen (~~14~~) days later.

Section 3.14 PERA (Public Employees Retirement Association)

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

Section 3.15 Promotion

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

Section 3.16 Reclassify

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

Section 3.17 Seasonal Employee

Employees who work only part of the year (~~6-month~~ 100 days or less) to conduct seasonal work. Seasonal employees may be assigned to work a full-time or part-time schedule. Seasonal employees do not earn ~~benefits or~~ credit for seniority and see Article XII: Leaves of Absence section 12.01 for Earned Sick and Safe Leave.

Section 3.18 Service Credit

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

Section 3.19 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 and see Article XII: Leaves of Absence section 12.01 for Earned Sick and Safe Leave.

Section 3.20 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, unless covered by a collective bargaining agreement stating a different time frame. ~~The training period is an integral extension of the city's selection process and is used by supervisors for closely observing an employee's work.~~

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

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

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

Section 3.21 Transfer

Movement of an employee from one city position to another of equivalent pay.

Section 3.22 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.

Section 3.23 Workweek

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

Article IV. EMPLOYEE RECRUITMENT & SELECTION

Section 4.01 Scope

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

Section 4.02 Features of the Recruitment System

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

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

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

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

Section 4.03 Testing and Examinations

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

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

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

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

Section 4.04 Pre-Employment Medical Exams

The ~~Personnel Committee~~ **City Council** 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 class. Information obtained from the medical exam will be treated as confidential medical records.

When required, the medical exam will be conducted by a licensed physician designated by the city with the cost of the exam paid by the city. (Psychological/psychiatric exams will be conducted by a licensed psychologist or psychiatrist). The physician will notify the ~~Personnel Committee~~ **that city clerk** a candidate either is or is not medically able to perform the essential functions of the job, with or without accommodations, and whether the candidate passed a drug ~~and/or alcohol~~ test, if applicable.

If the candidate requires accommodation to perform one or more of the essential functions of the job, the Personnel Committee will confer with the physician and candidate regarding reasonable

and acceptable accommodations. If a candidate is rejected for employment based on the results of the medical exam, he/she will be notified of this determination.

Section 4.05 Selection Process

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

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

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

Section 4.06 Background Checks

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

Section 4.07 Training/Probationary Period

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

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

Article V. ORGANIZATION

Section 5.01 Job Descriptions

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

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

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

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

Section 5.02 Assigning and Scheduling Work

Assignment of work duties and scheduling work is the responsibility of the supervisor subject to the approval of the Personnel Committee.

Section 5.03 Job Descriptions and Classifications

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

Section 5.04 Layoff

In the event it becomes necessary to reduce personnel, temporary employees and those serving a probationary period in affected job classes will be terminated from employment with the city before other employees in those job classes. Within these groups, the selection of employees to be retained will be based on merit and ability as determined by the Personnel Committee, subject to approval of the City Council. When all other considerations are equal, the principle of seniority will apply in layoffs and recall from layoffs.

Article VI. HOURS OF WORK

Section 6.01 Work Hours

Employee work schedules and opportunities to work remotely will be established by supervisors with the approval of the Personnel Committee. The regular workweek for employees is five days in addition to a lunch period, Monday through Friday, except as otherwise approved by the Personnel Committee in accordance with the customs and needs of the individual departments.

Section 6.02 Core Hours

To ensure employee availability and accountability to the public the city serves, all full-time employees (exempt and non-exempt) are to be at work or available to the public and co-workers during their respective department hours, Monday through Friday, unless away from the work site for a work-related activity or on approved leave.

Section 6.03 Meal Breaks and Rest Periods

A paid fifteen (~~15~~) minute break is allowed within each four (~~4~~) consecutive hours of work. An unpaid thirty (~~30~~) minute lunch period is provided when an employee works six (~~6~~) or more consecutive hours. Employees are expected to use these breaks as intended and will not be permitted to adjust work start time, end time, or lunch time by saving these breaks.

Employees working in city buildings will normally take their break at the place provided for that purpose in each building. Employees working out-of-doors will normally take their break at the location of their work.

Employees whose duties involve traveling throughout the city may stop along the assigned route at a restaurant or other public accommodation for their fifteen-minute break. Exceptions must be approved by the supervisor or Personnel Committee.

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

Section 6.04 Adverse Weather Conditions

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

In the event the city closes due to weather or other public emergency, see Article XII: Leaves of Absence section 12.01 for Earned Sick and Safe Leave.

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

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

Article VII. COMPENSATION

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

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

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

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

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

Article VIII. PAYCHECKS

Section 8.01 Paychecks

Paychecks will be distributed by supervisors and will not be given to anyone other than the person for whom they were prepared, unless the person has a note signed by the employee authorizing the city to give the other person the check. Checks will be given to the spouse, or another appropriate immediate family member, in the case of a deceased employee. Distribution of paychecks to city employees is to be accomplished in a timely manner using accurate, consistent procedures.

Employees are responsible for notifying the city clerk of any change in status, including changes in address, phone number, names of beneficiaries, marital status, etc.

Section 8.02 Improper Deduction and Overpayment Policy

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

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

In the exceptional situation where the overpayment occurs in one tax year and is not discovered until the next year, the overpayment must be repaid in the year it is discovered, but there will be additional steps and paperwork required. Any overpayments not repaid in full within the calendar

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

Section 8.03 Time Reporting

Full-time, non-exempt employees are expected to work the number of hours per week as established for their position. In most cases, this will be 40 hours per workweek. They will be paid according to the time reported on their time sheets and Maintenance Department timecards. 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 signature of the employee and immediate supervisor. Reporting false information on a time sheet may be cause for immediate termination.

All Maintenance Department employees must use the provided time clock for punch in and out at the beginning and end of every workday and the beginning and end of every lunch period.

Emily Volunteer Fire Department and Emily Volunteer First Response Unit Members

It is a great benefit to the community to allow employees who are members of the Fire Department or First Response Unit to respond to calls during work hours. The Fair Labor Standards Act (FLSA) regulates employees holding multiple positions with the same employer if an employee works more than 40 hours in one workweek. When a full-time nonexempt employee responds to a fire call or first responder call during City work hours, the employee is no longer considered a volunteer per Code of Federal Regulations (C.F.R.) Title 29, Part 553.101 and must be paid overtime at no less than time and one-half their regular rates of pay for all hours worked in excess of 40 in a workweek. (See also 29 C.F.R. Part 541 regarding first responders.) A city may establish an extended workweek for firefighters. An extended firefighter workweek would be the maximum cumulative hours that may be worked in multiple City positions before overtime is earned. The City shall define a longer workweek for firefighters as one calendar month, with 212 hours per 28 days plus an additional 7.57 hours per remaining calendar days, if applicable. (Example: 219.57 hours for day 29, 227.14 hours for day 30, and 234.71 hours for day 31) The City shall claim the small fire department exemption for any City employee who performs fire protection work if the City has fewer than five employees who perform fire protection work during the workweek.

Effective December 1, 2022, full-time nonexempt employees may continue to respond to a fire or first responder call during work hours, taking into consideration the workload of the employee’s department. Employees shall not contribute to PERA and receive service credit for a Fire Relief pension at the same time due to Minnesota law pension credit requirements.

- Full-time nonexempt employee/volunteer firefighter:

- Respond to Calls During Work Hours:
 - The employee will be paid their regular rate of pay,
 - contribute to PERA,
 - will not receive the applicable per call rate as set on the Fee Schedule Ordinance to prevent double-dipping,
 - will not receive service credit for their Fire Relief pension.
 - The employee must clock out to respond while earning overtime wages.
- Respond to Calls or Attend Meetings or Drills/Trainings After Work Hours Up to and Including Maximum Defined Firefighter Workweek Hours:
 - The employee will receive the applicable per call, per meeting, per drill/training rates as set on the Fee Schedule Ordinance,
 - will receive service credit for their Fire Relief pension,
 - will not contribute to PERA.
- Respond to Calls or Attend Meetings or Drills/Trainings After Work Hours AND Over Maximum Defined Firefighter Workweek Hours AND Fewer Than 5 Firefighters Worked:
 - The City will claim the small department exemption.
 - The employee will receive the applicable per call, per meeting, per drill/training rates as set on the Fee Schedule Ordinance,
 - will receive service credit for their Fire Relief pension,
 - will not contribute to PERA.
- Respond to Calls or Attend Meetings or Drills/Trainings After Work Hours AND Over Maximum Defined Firefighter Workweek Hours AND 5 or More Firefighters Worked:
 - The City will determine a weighted average hourly rate and pay overtime hours at one and one-half times that rate per the Procedure for Paying Maintenance Department/ Firefighter Wages for Responding to Fire Calls.
 - The employee will not contribute to PERA for the overtime,
 - will not receive the applicable per call, per meeting, or per drill/training rates as set on the Fee Schedule Ordinance to prevent double-dipping,
 - will receive service credit for each call responded to for their Fire Relief pension.
 - Overtime will be calculated after the end of every month and paid on the first Wednesday of the following month.
- Full-time nonexempt employee/volunteer first responder:
 - The employee will be paid their regular rate of pay and contribute to PERA when responding to calls during work hours, but will not receive the applicable per call rate as set on the Fee Schedule Ordinance to prevent double-dipping.
 - When responding to calls after work hours or attending meetings or drills/trainings, the City will determine a weighted average hourly rate for each week and pay overtime hours at one and one-half times that rate per the weighted average calculation in the Procedure for Paying Maintenance Department/Firefighter Wages for Responding to Fire Calls.
 - The employee will not contribute to PERA for the overtime,
 - will not receive the applicable per call, per meeting, or per drill/training rates as set on the Fee Schedule Ordinance to prevent double-dipping.

- Overtime will be calculated after the end of every month and paid on the first Wednesday of the following month.

Part-time nonexempt employees/volunteer firefighters and/or first responders shall be covered by the above conditions as applicable. Seasonal Part-Time employees who are members of the Fire Department or First Response Unit shall not respond to calls during work hours.

City employees need to abide by the applicable Drug and Alcohol Testing Policy for each position.

Section 8.04 Overtime

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

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

Section 8.05 Non-Exempt (Overtime-Eligible) Employees

All overtime-eligible employees will be compensated at the rate of time-and-one-half for all hours worked over 40 in one workweek. Vacation, sick leave, and paid holidays do not count toward “hours worked.”

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

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

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

Section 8.06 Exempt (Non-Overtime-Eligible) Employees

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

Generally, to meet these expectations, and for reasons of public accountability, an exempt employee will need to work 40 or more hours per week. Exempt employees do not receive extra pay for the hours worked over 40 in one workweek.

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

The City of Emily 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.
- To offset compensation received for military pay. If an employee works part of the week in military service, the city still must pay the entire week salary to the employee, but the city could offset the amount of the military pay for the week against the employee's salary.
- The employee is in a position that earns sick leave, receives a short-term disability benefit or workers' compensation wage loss benefits, and is absent for a full day due to sickness or disability, but he/she is either not yet qualified to use the paid leave or he/she has exhausted all of his/her paid leave.
- The employee is absent for a full work week and, for whatever reason, the absence is not charged to paid leave (for example, a situation where the employee has exhausted all 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 will prorate 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 takes unpaid leave under the FMLA**
- The City of Emily may, for budgetary reasons, implement a voluntary or involuntary unpaid leave program and, under this program, make deductions from the weekly salary of an exempt employee. In this case, the employee will be treated as non-exempt for any workweek in which the budget-related deductions are made.

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

If the city inadvertently makes an improper deduction to the weekly salary of an exempt employee, the city will reimburse the employee and make appropriate changes to comply in the future. If an employee thinks that a wage deduction was made in error, please contact the city clerk promptly.

All employees, in all departments, are required to work overtime as requested by their supervisors as a condition of continued employment. Refusal to work overtime may result in disciplinary action. Supervisors will make reasonable efforts to balance the personal needs of their employees when assigning overtime work.

Section 8.08 Leave Policy for Exempt Employees

Exempt employees are required to work the number of hours necessary to fulfill their responsibilities including evening meetings and/or on-call hours.

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

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

Article IX. BENEFITS

Section 9.01 Retirement/PERA

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

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

Article X. HOLIDAYS

All regular full-time and part-time employees who have been in the employment of the city for more than thirty (30) days shall be entitled to the following official holidays observed by the city:

- | | |
|---|--|
| 1. January 1 | New Year’s Day |
| 2. 3 rd Monday in January | Martin Luther King, Jr. Day |
| 3. 3 rd Monday in February | Washington and Lincoln’s Birthday
Presidents Day |
| 4. Last Monday in May | Memorial Day |
| 5. June 19 | Juneteenth |
| 6. July 4 | Independence Day |
| 7. 1 st Monday in September | Labor Day |
| 8. November 11 | Veterans Day |
| 9. 4 th Thursday in November | Thanksgiving Day |
| 10. 4 th Friday in November | Day after Thanksgiving |
| 11. December 25 | Christmas Day |
| 12. Floater | Employee’s Choice |

All full-time employees and regular part time employees are entitled to time off with full pay on holidays. The City shall be closed for business on each such holiday, but employees may be required to work on paid holidays when the nature of their duties or other conditions require. Work performed on the above-mentioned holidays shall be compensated at 1.5 times the employee's straight hourly rate. When employee is required to work on any above-mentioned holiday they shall be compensated up to the equivalent in hours to the employee's regularly scheduled workday. (Example: Employee works 4 hours on a holiday on a day regularly scheduled to work 8 hours is paid 4 hours wage at 1.5 times the straight hourly rate and 4 hours at straight hourly rate.)

Official holidays commence at the beginning of the first shift of the day on which the holiday is observed and continue for twenty-four ~~(24)~~ hours thereafter.

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

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

Article XI. LEAVES OF ABSENCE

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

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

Section 11.01 Earned Sick and Safe Leave

~~Sick leave is authorized absence from work with pay, granted to qualified full-time and 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.~~

~~1. Full-time employees will accumulate sick leave at a rate of 4 hours per calendar month.~~

2. ~~Part-time employees regularly scheduled to work at least 20 hours per week will accrue sick leave on a pro-rated basis of the full-time employee schedule, but not less than 2 hours per calendar month.~~
3. ~~Part-time employees regularly scheduled to work fewer than 20 hours per week will not earn or accrue sick leave.~~
4. ~~Temporary and seasonal employees will not earn or accrue sick leave.~~
5. ~~Sick leave may be used only for days when the employee would otherwise have been at work. It cannot be used for scheduled days off.~~

Carryover

~~Employees may carryover unused accrued sick leave to the following year up to a maximum of 480 hours, prorated for the amount of hours the employee works per week: 480 hours for full-time employees working 40 hours per week (100%), 384 hours for full-time employees working 32 hours per week (80%), and 312 hours for part-time employees working 26 hours per week (65%).~~

Sick leave may be used as follows:

1. ~~When an employee is unable to perform work duties due to illness or disability (including pregnancy).~~
2. ~~For medical, dental or other care provider appointments.~~
3. ~~When an employee has been exposed to a contagious disease of such a nature that his/her presence at the work place could endanger the health of others.~~
4. ~~To care for 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.~~
5. ~~To take children, or other family members to a medical, dental or other care provider appointment.~~
6. ~~To care for an ill spouse, father, father-in-law, mother, mother-in-law, stepparent, grandparent, grandchild, sister or brother.~~

~~Safety leave [New July 1, 2014] Employees are authorized to use sick leave 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 12-month period.~~

~~After accrued sick leave has been exhausted, vacation leave may be used upon approval of the Personnel Committee, to the extent the employee is entitled to such leave.~~

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

1. ~~Communicate with his/her immediate supervisor, as soon as possible after the scheduled start of the work day, for each and every day absent;~~
2. ~~Keep his/her immediate supervisor informed of the status of the illness/injury or the condition of the ill family member;~~
3. ~~Submit a physician'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.~~

~~work restrictions must be stated clearly on the return-to-work form. 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, or to obtain information related to restrictions or an employee's ability to work. 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 prior to an unpaid leave of absence during a medical leave.~~

~~In the event of termination of employment, every employee will receive a lump sum payment for all accrued sick time up to a prorated maximum: 240 hours for full-time employees. 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 Personnel Committee.~~

~~Sick leave cannot be transferred from one employee to another.~~

“Earned Sick and Safe Leave” is paid time off and applies to all employees (including full-time employees, part-time employees, temporary employees, seasonal employees, full-time salaried and exempt employees, part-time salaried employees, volunteer firefighters, volunteer first responders, commission and board members, and election judges) performing work for at least 80 hours in a calendar year for the city. Effective January 1, 2024 any unused sick leave earned and accrued before January 1, 2024 will be converted to Earned Sick and Safe Leave.

(a) Accrual of Earned Sick and Safe Leave

1. Full-time, part-time, temporary, and seasonal employees scheduled to work at least 80 hours per calendar year will accrue Earned Sick and Safe Leave at a rate of one hour for every 30 hours worked, including overtime hours, and can earn a maximum of 48 hours each calendar year. The hourly rate of Earned Sick and Safe Leave is the same hourly rate an employee earns from employment with the City per the Local No. 49 Union Agreement or the Fee Schedule Ordinance.
2. Full-time salaried and exempt employees (Police Chief) performing work for at least 80 hours per calendar year will accrue Earned Sick and Safe Leave at a rate of one hour for every 30 hours worked and can earn a maximum of 48 hours each calendar year. Full-time salaried and exempt employees are presumed to work 40 hours per week for the purposes of Earned Sick and Safe Leave accrual calculation. The hourly rate of Earned

Sick and Safe Leave is the same hourly rate an employee earns from employment with the City per the Employment Agreement.

3. Part-time salaried employees (Librarian) performing work for at least 80 hours per calendar year will accrue Earned Sick and Safe Leave at a rate of one hour for every 30 hours worked and can earn a maximum of 48 hours each calendar year. Part-time salaried employees will track daily hours worked. The amount of Earned Sick and Safe time that may be used for an absence will be the average hours worked on the applicable day. The hourly rate of Earned Sick and Safe Leave is the employee's monthly salary per the Fee Schedule Ordinance divided by the average number of hours worked per month.
4. Volunteer firefighters and first responders performing work for at least 80 hours per calendar year will earn one hour of Earned Sick and Safe Leave for every 30 hours worked and can earn a maximum of 48 hours each calendar year. For purposes of hours worked since the departments are on an on call basis, firefighters and first responders will be considered to have worked the following hours for each of the following activities:
 - o One hour for each meeting.
 - o Three hours for each training.
 - o The amount of time on the applicable run sheet for each call.

The hourly rate of Earned Sick and Safe Leave will be at the same rate for the activity being claimed per the Fee Schedule Ordinance.
5. Volunteer first responders performing work for at least 80 hours per calendar year will earn one hour of Earned Sick and Safe Leave for every 30 hours worked and can earn a maximum of 48 hours each calendar year. For purposes of hours worked since the departments are on an on call basis, firefighters and first responders will be considered to have worked the following hours for each of the following activities:
 - o One hour for each meeting.
 - o Two hours for each monthly training.
 - o Four hours for each quarterly training.
 - o The amount of time on the applicable run sheet for each call.

The hourly rate of Earned Sick and Safe Leave will be at the same rate for the activity being claimed per the Fee Schedule Ordinance.
6. Commission and board members performing work for at least 80 hours per calendar year will earn one hour of Earned Sick and Safe Leave for every 30 hours worked and can earn a maximum of 48 hours each year. The amount of Earned Sick and Safe time that may be used for an unattended meeting will be the length of the applicable meeting. The rate of Earned Sick and Safe Leave will be at the same rate of pay as the unattended meeting per the Fee Schedule Ordinance divided by the length of the applicable unattended meeting.
7. Election judges performing work for at least 80 hours per calendar year will earn one hour of Earned Sick and Safe Leave for every 30 hours worked and can earn a maximum of 48 hours each year. The amount of Earned Sick and Safe time that may be used for an unattended training or election will be the length of the applicable unattended activity. The hourly rate of Earned Sick and Safe Leave is the same hourly rate an employee earns from employment with the City per the Fee Schedule Ordinance.
8. For employees holding multiple positions performing work for at least 80 hours per calendar year all hours worked will contribute to Earned Sick and Safe time accrual up to

- the maximum of 48 hours each calendar year. Accrual is not based on separate positions. Accrued Earned Sick and Safe time may be used for all positions held by an employee.
9. Employees performing work for less than 80 hours per calendar year do not qualify for Earned Sick and Safe Leave.
 10. Per the Minnesota Department of Labor and Industry elected officials are not considered employees and are exempt from Earned Sick and Safe Leave.
 11. Once an employee performs work for more than 80 hours per calendar year, the employee's eligibility threshold is met. Once the eligibility threshold is met, the accrual calculation includes all hours worked back to the first hour worked for the employer. Once the eligibility threshold is met, the employee will accrue one hour for every thirty hours worked moving forward, in compliance with the Carry Over and Pay Out requirements below, even if the employee does not meet the threshold of 80 hours in subsequent calendar years.

(b) Earned Sick and Safe Leave Use

The leave may be used as it is accrued in the smallest increment of time tracked by the city's payroll system (.25 hours) or, for volunteer firefighters and first responders, as described below, for the following circumstances:

- An employee's own:
 - Mental or physical illness, injury or other health condition
 - Need for medical diagnosis, care or treatment, of a mental or physical illness
 - injury or health condition
 - Need for preventative care
 - Closure of the employee's place of business due to weather or other public emergency
 - The employee's inability to work or telework because the employee is prohibited from working by the city due to health concerns related to the potential transmission of a communicable illness related to a public emergency, or seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and the employee has been exposed to a communicable disease or the city has requested a test or diagnosis.
 - Absence due to domestic abuse, sexual assault, or stalking of the employee provided the absence is to:
 - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking
 - Obtain services from a victim services organization
 - Obtain psychological or other counseling
 - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault or stalking
 - Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking
 - Care of a family member:
 - With mental or physical illness, injury or other health condition:
 - Who needs medical diagnosis, care or treatment of a mental or physical illness, injury or other health condition

- Who needs preventative medical or health care
- Whose school or place of care has been closed due to weather or other public emergency
- When it has been determined by health authority or a health care professional that the presence of the family member of the employee in the community would jeopardize the health of others because of the exposure of the family member of the employee to a communicable disease, whether or not the family member has actually contracted the communicable disease
- Absence due to domestic abuse, sexual assault or stalking of the employee's family member provided the absence is to:
 - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking
 - Obtain services from a victim services organization
 - Obtain psychological or other counseling
 - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault or stalking
 - Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking

For volunteer firefighters and first responders, leave may be used as it is accrued for the activities noted in Article XII, Section (a), Subsection 3. The request to use Earned Sick and Safe Leave for any unattended activity must be made in the month that it occurred. A form must be filled out with the applicable chief noting the unattended meeting/training/call in order to use the leave. The firefighter/first responder will be paid the normal pay for the unattended activity with the annual payroll and the deduction of the employee's Earned Sick and Safe Leave will be made in the amount standardized above for each activity.

- (c) 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

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

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

(e) Carry Over and Pay Out of Earned Sick and Safe Leave

Full-time employees, full-time salaried and exempt employees, and permanent part-time employees working a minimum of 20 hours per week may carryover unused Earned Sick and Safe time into the following year up to a maximum of 480 hours, prorated for the number of hours the employee works per week: 480 hours for full-time employees working 40 hours per week (100%), 384 hours for full-time employees working 32 hours per week (80%) unless otherwise stated in the collective bargaining agreement, 336 hours for permanent part-time employees working 28 hours per week (70%), or the applicable percentage for permanent part-time employees working more or less hours per week. A lump sum payment prorated for the number of hours the employee works per week up to a maximum of 240 hours of accrued Earned Sick and Safe time will be paid out when a full-time employee, full-time salaried and exempt employee, or permanent part-time employee working a minimum of 20 hours per week leaves their job, either voluntarily or involuntarily, upon completion of a carry over waiver. An employee who transfers positions retains their accrued Earned Sick and Safe time.

Part-time employees working less than 20 hours per week, part-time salaried employees, temporary employees, seasonal employees, volunteer firefighters and first responders, commission and board members, and election judges performing work for 80 hours per calendar year may carryover unused Earned Sick and Safe time into the next calendar year, but at no time may the accrued Earned Sick and Safe time exceed 80 hours. Accrued Earned Sick and Safe time will not be paid out when an employee leaves their job, either voluntarily or involuntarily. An employee who transfers positions retains their accrued Earned Sick and Safe time. An employee who returns to work for the same employer within 180 days of separation is entitled to the Earned Sick and Safe time accrued before leaving.



Alternatively, the city may wish to avoid the carry over by providing eligible employees with one of these options:

- 48 hours of "front loaded" Earned Sick and Safe Leave for the year, available for the employee's immediate use and then pay out any accrued but unused Earned Sick and Safe Leave at the end of the year at the employee's hourly rate of pay, OR
- 80 hours of Earned Sick and Safe Leave for the year, available for the employee's immediate use, without any pay out to the employee for accrued but unused Earned Sick and Safe Leave.

Other than a city elected payout as described above, there is no requirement under statute to pay out any accrued but unused accrued Earned Sick and Safe Leave.

(f) Retaliation prohibited

The city shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting Earned Sick and Safe Leave rights, requesting an Earned Sick and Safe Leave absence, or pursuing remedies. Further, use of Earned Sick and Safe Leave will not be factored into any attendance point system the city may use. Additionally, it is unlawful to report or threaten to report a person or a family member's immigration status for exercising a right under Earned Sick and Safe Leave.

(g) Benefits and return to work protections

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

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

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

Section 11.02 Vacation Leave

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

Vacation Leave Schedule

Full-time Employees

Years of Service	Annual Accrual on January 1*
One Year	40 Hours
Two Years	80 Hours
Five Years	120 Hours
Ten Years	120 Hours, plus 8 additional hours per year up to a maximum of 160 hours

* Earned vacation will be granted on January 1 of each year per the above schedule unless the employee is a new hire (see below).

The Fair Labor Standards Act (FLSA) does not require payment for time not worked, such as vacations, sick leave, or holidays (Federal or otherwise). These benefits are a matter of agreement between an employer and an employee (or the employee's representative).

New Hires

Employees hired during the preceding year will not be granted vacation leave until the one year anniversary of their hire date, but will accrue vacation leave according to the Vacation Leave Schedule. After a new hire's one year anniversary the employee would be granted the earned vacation leave from the prior year. On January 1 following the new hire anniversary, the employee would be granted the accrued vacation earned through the prior year, which would be a prorated amount.

Example:

Hire FT Employee November 15, 2021	
1 year Anniversary November 15, 2022	40 hours of vacation granted
January 1, 2023	Prorated amount of vacation granted for November 16, 2022 through December 31, 2022
January 1, 2024	80 hours of vacation granted

(a) Eligibility

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

Part-time employees who work at least 20 hours per week on a regular basis will **earn accrue** vacation leave on a prorated basis of the **above** full-time employee schedule for the corresponding year of service.

Part-time employees who work less than 20 hours per week on a regular basis, temporary and seasonal employees will not earn or accrue vacation leave.

(b) Accrual Rate

Full-time employees may accrue vacation leave to a maximum of 360 hours.

Part-time employees who work at least 20 hours per week on a regular basis will accrue vacation leave on a prorated basis of the above full-time employee schedule for the corresponding year of service.

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

(c) Carryover

Employees may carryover unused ~~earned accrued~~ vacation of up to two weeks, calculated on a prorated basis as applicable, to the following year up to a maximum of 80 hours.

(d) Earnings and Use

After one year of service, vacation leave may be used as it is earned, subject to approval by the employee's supervisor. Unless approved by the Personnel Committee, vacation leave will not be earned during an unpaid leave of absence.

An employee will not earn any vacation leave for any pay period unless ~~he/she is they are~~ employed by the city on the last scheduled ~~work-day~~ workday of the pay period. Further, vacation leave will stop accruing as of the effective date of termination. Requests for vacation must be received at least forty-eight (48) hours in advance of the requested time off. This notice may be waived at the discretion of the supervisor or Personnel Committee.

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

(e) Vacation Separation Payout

Full-time employees and part-time employees who work at least 20 hours per week on a regular basis will be paid unused earned and accrued vacation, accrued through the last date of active employment, subject to applicable caps as noted above, (and applicable taxes withheld) following termination of employment. The rate of pay will be the employee's base rate of pay at the employee's termination date. ~~Employees have the option of directing those dollars into a 457 deferred compensation plan (subject to IRS maximum deferral regulations and Minnesota law).~~ In the event of the employee's death, unused earned vacation time will be paid to the employee's surviving spouse directly, (if there is not personal representative of the estate appointed) up to statutory limits.

(f) Unpaid Leave

Unpaid leaves may be approved in accordance with the city personnel policies. Employees must normally use all ~~earned accrued~~ annual leave prior to taking an unpaid leave.

Other Benefits

Benefit accruals, such as vacation and holiday pay benefits, will be suspended at the beginning of the first full month of unpaid leave and will resume upon your return to active employment.

Section 11.03 Funeral Leave

Employees will be permitted to use up to three (3) consecutive working days, with pay, as funeral leave upon the death of an immediate family member. This paid leave will not be deducted from the employee's vacation or sick leave balance.

The actual amount of time off, and funeral leave approved, will be determined by the Personnel Committee depending on individual circumstances (such as the closeness of the relative, arrangements to be made, distance to the funeral, etc.).

Medical Certification

~~Good attendance is an essential job function for all city employees. If unplanned absences are excessive, a doctor's certification may be required. The physician's certification is to state the nature and duration of the illness or injury and verify that the employee is unable to perform the duties and responsibilities of his/her position.~~

~~A statement attesting to the employee's ability to return to work and perform the essential functions of the job and a description of any work restrictions may also be required before the employee returns to work.~~

Returning to Work After a Medical Absence

~~After a medical 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 form. 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, or to obtain information related to restrictions or an employee's ability to work. The city will arrange and pay for an appropriate medical evaluation when it has been required by the city.~~

Section 11.04 Military Leave

State and federal laws provide ~~protections~~ **protection** and benefits to city employees who are called to military service, whether in the reserves or on active duty. Such employees are entitled to a leave of absence without loss of pay, seniority status, efficiency rating, or benefits for the time the employee is engaged in training or active service not exceeding a total of **15 days workdays** in any calendar year. **City compensation is in addition to the military pay for these 15 days, as per MN Attorney General's Opinion.**

The leave of absence is only in the event the employee returns to employment with the city as required upon being relieved from service or is prevented from returning by physical or mental disability or other cause not the fault of the employee or is required by the proper authority to

continue in military or naval service beyond the fifteen ~~(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 working days in advance of the requested leave. **A training notice, signed orders, or battle assembly schedule are examples of typical written notification to share with the city.** If an employee has not yet used his/her fifteen ~~(15)~~ days of paid leave when called to active duty, any unused paid time will be allowed for the active-duty time, prior to the unpaid leave of absence.

Employees returning from military service will be reemployed in the job ~~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.

Section 11.05 Military Leave for Family Members

The city will not discharge from employment or take adverse employment action against an employee because an immediate family member is in the military forces of the United States or Minnesota.

Nor will the city discharge from employment or take adverse employment action against an employee because they attend departure or homecoming ceremonies for deploying or returning personnel, family training or readiness events or events held as part of official military reintegration programs. Employees may substitute paid leave if they choose to do so.

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

Section 11.06 Military Leave for Family Member Injured or Killed in Active Service

Employees will be granted up to ten ~~(10)~~ working days of unpaid leave whose immediate family member **(defined as a person's parent, child, grandparents, siblings or spouse)** is a member of the United States armed forces who has been injured or killed while engaged in active service. The 10 days may be reduced if an employee elects to use appropriate accrued paid leave.

Section 11.07 Civil Air Patrol

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

Section 11.08 Jury Duty

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

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

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

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

Section 11.09 Court Appearances

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

Section 11.10 Victim or Witness Leave

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

Section 11.11 Job Related Injury or Illness

All employees are required to report any job-related illnesses or injuries to their supervisor immediately (no matter how minor). If a supervisor is not available and the nature of injury or illness requires immediate treatment, the employee is to go to the nearest available medical facility for treatment and, as soon as possible, notify ~~his/her~~ ~~their~~ supervisor of the action taken. In the case of a serious emergency, 911 should be called.

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

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

Section 11.12 Pregnancy and Parenting Leave

All employees are entitled to take an unpaid leave of absence under the Pregnancy and Parenting Leave Act of Minnesota. Female employees for prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions as well as a biological or adoptive parent in conjunction with after the birth or adoption of a child as eligible for up to 12 weeks of unpaid leave and must begin within twelve months of the birth or adoption of the child. In the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital. Employee should provide reasonable notice, which is at least 3 days. If the leave must be taken in less than three days, the employee should give as much notice as practicable.

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

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

Effective July 1, 2023, the city will inform employees of their parental leave rights at the time of hire and when an employee makes an inquiry about or requests parental leave.

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

Section 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 Personnel Committee with the approval of the City Council.

Section 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.

Section 11.15 School Conference Leave

Effective July 1, 2023, any employee may take unpaid leave for up to a total of sixteen hours during any 12-month period to attend school conferences or classroom activities related to the employee's child (under 18 or under 20 and still attending secondary school), provided the

conference or classroom activities cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the city. Employees may choose to use vacation leave hours for this absence but are not required to do so.

Section 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 40 hours, unless agreed to by the city, to undergo medical procedures to donate bone marrow or an organ. The 40 hours is over and above the amount of leave accrued time the employee has earned.

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

Effective July 1, 2023, an employer shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting bone marrow or organ donation leave rights or remedies.

Section 11.17 Elections / Voting

An employee selected to serve as an election judge pursuant to Minnesota law, will be allowed time off ~~without~~ with pay for purposes of serving as an election judge, provided ~~that~~ the employee gives the city at least twenty ~~(20)~~ days written notice-, including a certification from the appointing authority stating the hourly compensation to be paid the employee for service as an election judge and the hours during which the employee will serve. The city may reduce the wages of an employee serving as an election judge by the amount paid to the election judge by the appointing authority during the time the employee was absent from the place of employment. Thus, employees will be paid the difference between their pay as an election judge and their regular rate of pay for their normal workday.

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

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

Section 11.18 Delegates to Party Conventions

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

of official convention committees if the employee is a delegate or an alternate delegate to that convention.

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

Section 11.19 Regular Leave without Pay

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


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

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

Leave without pay hours will not count toward seniority and all accrued vacation leave and compensatory time must normally be used before an unpaid leave of absence will be approved. To qualify for leave without pay, an employee need not have used all sick leave earned unless the leave is for medical reasons. Leave without pay for purposes other than medical leave or work-related injuries will be at the convenience of the city.

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

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

 Note: "volunteer" firefighter may count as employees if paid at or near minimum wage. Given the employee eligibility requirements, even though all cities are covered by the FMLA, only employees in cities with more than 50 employees have the potential to qualify for FMLA protected leave. Thus, only cities with 50 or more employees generally include an FMLA policy in their personnel policies.

Section 11.20 Family and Medical Leave

The FMLA applies to all public agencies, including state, local and federal employers, and local education agencies (schools). To be eligible for FMLA leave, an employee must work for a covered employer and:

- have worked for that employer for at least 12 months; and
- have worked at least 1,250 hours during the 12 months prior to the start of the FMLA leave; and
- work at a location where at least 50 employees are employed at the location or within 75 miles of the location.

The City of Emily does not employ 50 employees so employees do not qualify for FMLA protected leave. The employee calculation is based on employees earning minimum wage or above and excludes elected officials.

Section 11.21 Reasonable Work Time for Nursing Mothers

Nursing mothers and lactating employees will be provided reasonable paid break times (which may run concurrently with already provided break times) to express milk. The city will provide a clean, private and secure room (other than a bathroom) as close as possible to the employee's work area, that is shielded from view and free from intrusion from coworkers and the public and includes access to an electrical outlet, where the nursing mother can express milk in private. An employer shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting nursing rights or remedies.

Section 11.22 Light Duty/Modified Duty Assignment

This policy is to establish guidelines for temporary assignment of work to temporarily disabled employees who are medically unable to perform their regular work duties. Light duty is evaluated by the Personnel Committee on a case-by-case basis. This policy does not guarantee assignment to light duty.

Such assignments are for short-term, temporary disability-type purposes; assignment of light duty is at the discretion of the Personnel Committee. The Personnel Committee reserves the right to determine when and if light duty work will be assigned.

When an employee is unable to perform the essential requirements of their job due to a temporary disability, they will notify the supervisor in writing as to the nature and extent of the disability and the reason why they are unable to perform the essential functions, duties, and requirements of the position. This notice must be accompanied by a physician's report containing a diagnosis, current treatment, and any work restrictions related to the temporary disability.

The notice must include the expected time frame regarding return to work with no restrictions, meeting all essential requirements and functions of the city's job description along with a written request for light duty. Upon receipt of the written request, the supervisor is to forward a copy of the report to the Personnel Committee. The city may require a medical exam conducted by a physician selected by the city to verify the diagnosis, current treatment, expected length of temporary disability, and work restrictions. It is at the discretion of the Personnel Committee whether or not to assign light duty work to the employee. Although this policy is handled on a case-by-case basis.

If the city offers a light duty assignment to an employee who is out on workers' compensation leave, the employee may be subject to penalties if he/she refuses such work. ~~The city will not,~~

~~however, require an employee who is otherwise qualified for protection under the Family and Medical Leave Act to accept a light duty assignment.~~

The circumstances of each disabled employee performing light duty work will be reviewed regularly. Any light duty/modified work assignment may be discontinued at any time.

Section 11.23 Reasonable Accommodations to an Employee for Health Conditions Relating to Pregnancy

The city will attempt to provide a female employee who requests reasonable accommodation with the following for her health conditions related to her pregnancy or childbirth without advice of a licensed health care provider or certified doula:

- More frequent or longer restroom, food, and water breaks.
- Seating; and/or
- Limits on lifting over 20 pounds.

Additionally, an employer must provide reasonable accommodations, including, but not limited to, temporary leaves of absence, modification in work schedule or job assignments, seating, more frequent or longer break periods and limits to heavy lifting to an employee for health conditions related to pregnancy or childbirth upon request, with the advice of a licensed health care provider or certified doula, unless the employer demonstrates the accommodation would impose an undue hardship on the operation of the employer's business. In accordance with state law, no employee is required to take a leave of absence for a pregnancy nor accept a pregnancy accommodation.

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

Section 11.24 Athletic Leave of Absence

An employee who qualifies as a member of the United State team for athletic competition on the world championship, Pan American, or Olympic team in a sport sanctioned by the International Olympic Committee, shall be granted a leave of absence without loss of pay or other benefits for the purpose of preparing for and engaging in the competition. In no event shall the paid leave exceed the period of official training camp and competition combined, or 90 calendar days a year, whichever is less. The employee shall provide documentation establishing their participation on said team and in said event.

Article XIII. DIVERSITY, EQUITY AND INCLUSION

Section 12.01 General

The city of Emily is committed to fostering, cultivating, and preserving a culture of diversity, equity and inclusion. Our policy is to be welcoming, safe, and equitable to all employees and members of the community. By embracing the diversity of our workforce and community, the city seeks to not only meet, but also exceed, our obligations under federal and state law. The goal of our policy is for the work environment to be free of harassment, discrimination, and retaliation. Furthermore, it is our belief that:

- We are more efficient when all are valued and included.

- We are more effective when we leverage our different ideas, backgrounds and identities.
- We are more responsive when we acknowledge and reflect the identity and experience of our residents and colleagues.

Section 12.02 Definitions within this section

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

Discrimination: Unfair treatment because of a protected class status.

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

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

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

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

Section 12.03 Policy Statement

It is the city’s policy to respect culture and reduce bias in our workplace and service delivery.

The commitment to inclusion, diversity, and equity influences the work that is performed by the city, the workplace environment, relationships between employees, and relationships between the city and community. While individual employees have their own beliefs and values, performing work on behalf of the city requires upholding cultural competence and respect to ensure work occurs that not only meets, but also exceeds, our obligations under federal and state law.

The city of Emily values all diversity and recognizes individual protected-class status as defined under state and federal law and seeks to ensure equal opportunities in all phases of employment. The city expects each employee to cooperate to achieve this goal and personally stand behind the principles as defined within this policy.

All employees of the city are expected to act and perform their work professionally, including respecting cultural differences. Pursuant to the city’s Respectful Workplace Policy, discrimination, including harassment, will not be tolerated. Any employee found to have exhibited any inappropriate conduct or behavior may be subject to disciplinary action.

Employees who believe they have been subjected to any kind of discrimination that conflicts with this policy should follow the reporting procedures within the city’s Respectful Workplace Policy.

SEXUAL HARASSMENT PREVENTION

General

The city of Emily is committed to creating and maintaining a public service workplace free of harassment and discrimination. Such harassment is a violation of Title VII of the Civil Rights Act of 1964, the Minnesota Human Rights Act, and other related employment laws.

In keeping with this commitment, the city maintains a strict policy prohibiting unlawful harassment, including sexual harassment. This policy prohibits harassment in any form, including verbal and physical harassment.

Definitions

To provide employees with a better understanding of what constitutes sexual harassment, the definition, based on Minnesota Statute § 363.01, subdivision 41, is provided: sexual harassment includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact, or other verbal or physical conduct or communication of a sexual nature, when:

- Submitting to the conduct is made either explicitly or implicitly a term or condition of an individual’s employment; or
- Submitting to or rejecting the conduct is used as the basis for an employment decision affecting an individual’s employment; or
- Such conduct has the purpose or result of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive work environment.

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.

Article XIII. SEXUAL HARASSMENT PREVENTION AND RESPECTFUL WORKPLACE

The intent of this policy is to provide general guidelines about conduct that is and is not appropriate in the workplace and other city-sponsored social events.

The city acknowledges this policy cannot possibly predict all situations that might arise, and also recognizes that some employees can be exposed to disrespectful behavior, and even violence, by the very nature of their jobs.

Applicability

Maintaining a respectful public service work environment is a shared responsibility. This policy is intended to express to all employees, volunteers, members of boards and commissions, applicants, contractors/vendors, elected officials and members of the public the expectations by the City of Emily for respectful workplace conduct both in the workplace and other city-sponsored social events.

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 the public.

An employee may request that a supervisor intervene when a customer is abusive, or the employee may defuse the situation themselves, including professionally ending the contact.

If there is a concern about the possibility of violence, the individual should use his/her discretion to call 911, and as soon as feasible, a supervisor, the Personnel Committee, or the city attorney. Employees should leave the area immediately when violence is imminent unless their duties require them to remain (such as police officers). Again, employees must notify their supervisor, the Personnel Committee, or the city attorney about the incident as soon as possible.

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 legally protected characteristic such as race, color, creed, religion, national origin, disability, sex, gender, pregnancy, marital status, age, sexual orientation, gender identity, or gender expression, familial status, or status with regard to public assistance.

Offensive behavior:

may include such actions as: rudeness, angry outbursts, inappropriate humor, vulgar obscenities, name calling, disparaging language, or any other behavior regarded as offensive to a reasonable person based upon violent or discriminatory behavior as listed above. It is not possible to anticipate in this policy every example of offensive behavior. Accordingly, employees are encouraged to discuss with their fellow employees and supervisor what is regarded as offensive, considering the sensibilities of employees and the possibility of public reaction.

Although the standard for how employees treat each other and the general public will be the same throughout the city, there may be differences between work groups about what is appropriate in other circumstances unique to a work group. If an employee is unsure whether a

particular behavior is appropriate, the employee should request clarification from their supervisor or the Personnel Committee.

Sexual harassment:

can consist of a wide range of unwanted and unwelcome sexually directed behavior such as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submitting to the conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
- Submitting to or rejecting the conduct is used as the basis for an employment decision affecting an individual's employment; or
- Such conduct has the purpose or result of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Sexual harassment includes, but is not limited to, the following:

- Unwelcome or unwanted sexual advances. This means stalking, patting, pinching, brushing up against, hugging, cornering, kissing, fondling or any other similar physical contact considered unacceptable by another individual.
- Verbal or written abuse, making jokes, or comments that are sexually oriented and considered unacceptable by another individual. This includes comments about an individual's body or appearance where such comments go beyond mere courtesy, telling "dirty jokes" or any other tasteless, sexually oriented comments, innuendos or actions that offend others. The harassment policy applies to social media posts, tweets, etc., that are about or may be seen by employees, customers, etc.
- Requests or demands for sexual favors. This includes subtle or obvious expectations, pressures, or requests for any type of sexual favor, along with an implied or specific promise of favorable treatment (or negative consequence) concerning one's current or future job.

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.

Employee Response to Disrespectful Workplace Behavior

All employees should feel comfortable calling their supervisor to request assistance should they not feel comfortable with a situation. If situations involve violent behavior call the police, ask the individual to leave the area, and/or take other reasonable action.

If employees see or overhear what they believe is a violation of this policy, employees should advise a supervisor, the Personnel Committee, or city attorney promptly.

Employees who believe disrespectful behavior is occurring are encouraged to deal with the situation in one of the ways listed below. If there is a concern about the possibility of violence, the individual should use his/her discretion to call 911, and as soon as feasible, a supervisor. In the event the disrespectful behavior occurring involves the employee's supervisor, the employee should contact the Personnel Committee.

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 the Personnel Committee. The person to whom you speak is responsible for documenting the issues and for giving you a status report on the matter.

In some situations, such as with an offender from the public, it is preferable to avoid one on one interactions. Talk to your supervisor about available options to ensure there are others available to help with transactions with the offender.

Step 1(c). The city urges conduct which is viewed as offensive be reported immediately to allow for corrective action to be taken through education and immediate counseling, if appropriate. It is vitally important you notify a supervisor, the Personnel Committee, the mayor or councilmember of your concerns promptly. Any employee who observes sexual harassment or discriminatory behavior, or receives any reliable information about such conduct, must report it promptly to a supervisor or the Personnel Committee.

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 Personnel Committee, the mayor or the city attorney.

Supervisor's Response to Allegations of Disrespectful Workplace Behavior

Employees who have a complaint of disrespectful workplace behavior will be taken seriously. In the case of sexual harassment or discriminatory behavior, a supervisor must report the allegations promptly to the Personnel Committee, who will determine whether an investigation is warranted. A supervisor must act upon such a report even if requested otherwise by the victim. In situations other than sexual harassment and discriminatory behavior, supervisors will use the following guidelines when an allegation is reported:

Step 1(a). If the nature of the allegations and the wishes of the victim warrant a simple intervention, the supervisor may choose to handle the matter informally. The supervisor may conduct a coaching session with the offender, explaining the impact of his/her actions and requiring the conduct not reoccur. This approach is particularly appropriate when there is some ambiguity about whether the conduct was disrespectful.

Step 1(b). Supervisors, when talking with the reporting employee will be encouraged to ask him or her what he or she wants to see happen next. When an employee comes forward with a disrespectful workplace complaint, it is important to note the city cannot promise complete confidentiality, due to the need to investigate the issue properly. However, any investigation process will be handled as confidentially as practical and related information will only be shared on a need to know basis and in accordance with the Minnesota Government Data Practices Act and/or any other applicable laws.

Step 2. If a formal investigation is warranted, the individual alleging a violation of this policy will be interviewed to discuss the nature of the allegations. Formal investigations will be prompt, impartial, and thorough. The person being interviewed may have someone of his/her own

choosing present during the interview. Typically, the investigator will obtain the following description of the incident, including date, time and place:

- Corroborating evidence.
- A list of witnesses.
- Identification of the offender.

To facilitate fostering a respectful work environment, all employees are encouraged to respond to questions or to otherwise participate in investigations regarding alleged harassment.

Step 3. The supervisor must notify the Personnel Committee about the allegations (assuming the allegations do not involve a member of the Personnel Committee). For more information about what to do when allegations involve the Personnel Committee, the mayor, or a councilmember, see “Special Reporting Requirements” below.

Step 4. In most cases, as soon as practical after receiving the written or verbal complaint, the alleged policy violator will be informed of the allegations, and the alleged violator will have the opportunity to answer questions and respond to the allegations. The City will follow any other applicable policies or laws in the investigatory process.

Step 5. After adequate investigation and consultation with the appropriate personnel, a decision will be made regarding whether or not disciplinary action will be taken.

Step 6. The alleged violator and complainant will be advised of the findings and conclusions as soon as practicable and to the extent permitted by the Minnesota Government Data Practices Act.

Step 7. The city will take reasonable and timely action, depending on the circumstances of the situation.

The city is not voluntarily engaging in a dispute resolution process within the meaning of Minn. Stat. § 363A.28, subd. 3(b) by adopting and enforcing this workplace policy. The filing of a complaint under this policy and any subsequent investigation does not suspend the one-year statute of limitations period under the Minnesota Human Rights Act for bringing a civil action or for filing a charge with the Commissioner of the Department of Human Rights.

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 Personnel Committee who will determine how to proceed in addressing the complaint as well as appropriate discipline.

If a member of the Personnel Committee 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 Personnel Committee and referred to the city attorney. In cases such as these, it is common for the city council to authorize an investigation by an independent investigator (consultant). The independent investigator will report his/her findings to the City Council. The city will take reasonable and timely action, depending on the circumstances of the situation.

Pending completion of the investigation, the Personnel Committee 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., council member or commission member) is the victim of disrespectful workplace behavior, the city attorney will be consulted as to the appropriate course of action.

Confidentiality

A person reporting or witnessing a violation of this policy cannot be guaranteed anonymity. The person's name and statements may have to be provided to the alleged offender. All complaints and investigative materials will be contained in a file separate from the involved employees' personnel files. If disciplinary action does result from the investigation, the results of the disciplinary action will then become a part of the employee(s) personnel file(s).

Retaliation

Retaliation is strictly prohibited. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment. Individuals who report harassing conduct, participate in investigations, or take any other actions protected under federal or state employment discrimination laws will not be subject to retaliation.

Retaliation is broader than discrimination and includes, but is not limited to, any form of intimidation, reprisal or harassment. While each situation is very fact dependent, generally speaking retaliation can include a denial of a promotion, job benefits, or refusal to hire, discipline, negative performance evaluations or transfers to less prestigious or desirable work or work locations because an employee has engaged or may engage in activity in furtherance of EEO laws.

It can also include threats of reassignment, removal of supervisory responsibilities, filing civil action, deportation or other action with immigration authorities, disparagement to others or the media and making false report to government authorities because an employee has engaged or may engage in protected activities. Any individual who retaliates against a person who testifies, assists, or participates in an investigation may be subject to disciplinary action up to and including termination.

If you feel retaliation is occurring within the workplace, please report your concern immediately to any of the following:

1. Immediate supervisor;
2. Personnel Committee;
3. Mayor or city councilmember
4. In the event an employee feels retaliation has occurred by a member of the Personnel Committee 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 Personnel Committee, or if the complaint is against a member of the Personnel Committee to the city attorney, who will decide how to proceed in addressing the complaint.

Consistent with the terms of applicable statutes and city personnel policies, the city may discipline any individual who retaliates against any person who reports alleged violations of this

policy. The city may also discipline any individual who retaliates against any participant in an investigation, proceeding or hearing relating to the report of alleged violations.

Article XIV. POSSESSION AND USE OF DANGEROUS WEAPONS

Possession or use of a dangerous weapon (see Article III for definitions) is prohibited on city property, in city vehicles, or in any personal vehicle, which is being used for city business. This includes employees with valid permits to carry firearms.

The following exceptions to the dangerous weapons prohibition are as follows:

- Employees legally in possession of a firearm for which the employee holds a valid permit, if required, and said firearm is secured within an attended personal vehicle or concealed from view within a locked unattended personal vehicle while that person is working on city property.
- A person who is showing or transferring the weapon or firearm to a police officer as part of an investigation.
- Police officers and employees who are in possession of a weapon or firearm in the scope of their official duties.

Article XV. SEPARATION FROM SERVICE

Section 15.01 Resignations

Employees wishing to leave the city service in good standing must provide a written resignation notice to their supervisor, at least ten (10) working days before leaving. Exempt employees must give thirty calendar days' notice. The written resignation must state the effective date of the employee's resignation.

Unauthorized absences from work for a period of three consecutive workdays may be considered as resignation without proper notice. Failure to comply with this procedure may be cause for denying the employee's severance pay and any future employment with the city.

Section 16.02 Severance Pay

Employees who leave the employ of the city in good standing by retirement or resignation will receive pay for 100 percent of unused earned and accrued vacation (annual leave).

Article XVI. DISCIPLINE

Section 16.01 General Policy

Supervisors are responsible for maintaining compliance with city standards of employee conduct. The objective of this policy is to establish a standard disciplinary process for employees of the city of Emily. City employees will be subject to disciplinary action for failure to fulfill their duties and responsibilities at the level required, including observance of work rules and standards of conduct and applicable city policies.

Discipline will be administered in a non-discriminatory manner. An employee who believes that discipline applied was either unjust or disproportionate to the offense committed may pursue a remedy through the grievance procedures established in the city's personnel policies. The Personnel Committee will investigate any allegation on which disciplinary action might be based before any disciplinary action is taken.

Section 16.02 No Contract Language Established

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

Section 16.03 Process

The city may elect to use progressive discipline, a system of escalating responses intended to correct the negative behavior rather than to punish the employee. There may be circumstances that warrant deviation from the suggested order or where progressive discipline is not appropriate. Nothing in these personnel policies implies that any city employee has a contractual right or guarantee (also known as a property right) to the job ~~he/she performs they perform~~.

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

The following are descriptions of the types of disciplinary actions:

(a) Oral Reprimand

This measure will be used where informal discussions with the employee's supervisor have not resolved the matter. All supervisors have the ability to issue oral reprimands without prior approval.

Oral reprimands are normally given for first infractions on minor offenses to clarify expectations and put the employee on notice ~~that~~ the performance or behavior needs to change, and what the change must be. The supervisor will document the oral reprimand including date(s) and a summary of discussion and corrective action needed.

(b) Written Reprimand

A written reprimand is more serious and may follow an oral reprimand when the problem is not corrected, or the behavior has not consistently improved in a reasonable period of time.

Serious infractions may require skipping either the oral or written reprimand, or both. Written reprimands are issued by the Personnel Committee with prior approval from the City Council.

A written reprimand will: (1) state ~~what did happen~~ happened; (2) state what should have happened; (3) identify the policy, directive or performance expectation that was not followed; (4) provide history, if any, on the issue; (5) state goals, including timetables, and expectations for the future; and (6) indicate consequences of recurrence.

Employees will be given a copy of the reprimand to sign acknowledging its receipt. ~~Employees' signatures do~~ An employees' signature does not mean the employee agrees with the reprimand. Written reprimands will be placed in the employee's personnel file.

(c) Suspension With or Without Pay

The Personnel Committee may suspend an employee without pay for disciplinary reasons. Suspension without pay may be followed with immediate dismissal as deemed appropriate by the

City Council, except in the case of veterans. Qualified veterans, who have completed their initial probationary period, will not be suspended without pay in conjunction with a termination.

The employee will be notified in writing of the reason for the suspension either prior to the suspension or shortly thereafter. A copy of the letter of suspension will be placed in the employee's personnel file.

An employee may be suspended or placed on involuntary leave of absence pending an investigation of an allegation involving that employee. The leave may be with or without pay depending on a number of factors including the nature of the allegations. If the allegation is proven false after the investigation, the relevant written documents will be removed from the employee's personnel file and the employee will receive any compensation and benefits due had the suspension not taken place.

(d) Demotion and/or Transfer

An employee may be demoted or transferred if attempts at resolving an issue have failed and the Personnel Committee determines a demotion or transfer to be the best solution to the problem. The employee must be qualified for the position to which they are being demoted or transferred. The City Council must approve this action.

(e) Salary

An employee's salary increase may be withheld, or the salary may be decreased due to performance deficiencies.

(f) Dismissal

The Personnel Committee, with the approval of the City Council, may dismiss an employee for substandard work performance, serious misconduct, or behavior not in keeping with city standards.

If the disciplinary action involves the removal of a qualified veteran, who has completed **his/her** their initial probationary period, the appropriate hearing notice will be provided, and all rights will be afforded the veteran in accordance with Minnesota law.

Article XVII. GRIEVANCE PROCEDURE

Any dispute between an employee and the city relative to the application, meaning or interpretation of these personnel policies will be settled in the following manner:

Step 1: The employee must present the grievance in writing, stating the nature of the grievance, the date at which the incident allegedly occurred, the facts on which it is based, the provision or provisions of the personnel policies allegedly violated, and the remedy requested, to the proper supervisor within twenty-one days after the alleged violation or dispute has occurred. The supervisor will respond to the employee in writing within seven calendar days.

Step 2: If the grievance has not been settled in accordance with Step 1, it must be presented in writing, stating the nature of the grievance, the date at which the incident allegedly occurred, the facts on which it is based, the provision or provisions of the Personnel Policies allegedly

violated, and the remedy requested, by the employee to the Personnel Committee within seven days after the supervisor's response is due. The Personnel Committee will respond to the employee in writing within seven calendar days. The decision of the Personnel Committee is final for all disputes with exception of those specific components in a performance evaluation subject to a challenge through the Minnesota Department of Administration.

Section 17.01 Waiver

If a grievance is not presented within the time limits set forth above, it will be considered "waived." If a grievance is not appealed to the next step in the specified time limit or any agreed extension thereof, it will be considered settled on the basis of the city's last answer. If the city does not answer a grievance or an appeal within the specified time limits, the employee may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the city and the employee without prejudice to either party.

The following actions are not grievable:

- While certain components of a performance evaluation, such as disputed facts reported to be incomplete or inaccurate are challengeable, other performance evaluation data, including subjective assessments, are not.
- Pay increases or lack thereof; and
- Merit pay awards.

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

Article XVIII. EMPLOYEE EDUCATION & TRAINING

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

Section 18.01 Policy

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:

Section 18.02 Job-Related Training & Conferences

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

CLE or similar courses taken by an employee in order to maintain licensing or other professional accreditation will not be eligible for payment under this policy unless the subject matter relates directly to the employee's duties, even though the employee may be required to maintain such licensing or accreditation as a condition of employment with the city.

The Personnel Committee are responsible for determining job-relatedness and approving or disapproving training and conference attendance.

Section 18.03 Job-Related Meetings

Attendance at professional meetings costing \$ [redacted] or less and directly related to the performance of the employee's work responsibilities do not require the approval of the Personnel Committee. Advance supervisor approval is required to ensure adequate department coverage.

Section 18.04 Request for Participation in Training & Conferences

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

Budgeted requests totaling more than \$ [redacted] must be approved by the ~~employee's~~ City Council. Documentation approving conference or training attendance will be provided to the employee with a copy placed in the employee's personnel file. Payment information such as invoices, billing statements, etc., regarding the conference or training should be forwarded to accounting for prompt payment.

Section 18.06 Not to Exceed Figure

Payment of training and/or conference expenses must not exceed the total budgeted training amount \$ _____ per employee per fiscal year, excluding travel and subsistence costs. Exceptions must receive approval by the City Council.

Section 18.07 Compensation for Travel & Training Time

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

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

Section 18.08 Memberships and Dues

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

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

Section 18.09 Travel & Meal Allowance

If employees are required to travel outside of the area in performance of their duties as a city employee, they will receive reimbursement of expenses for meals, lodging and necessary expenses incurred. ~~However, the~~ In no case will city funds be used to pay for, or reimburse, for events sponsored by or affiliated with political parties. The city will not reimburse employees for meals connected with training or meetings within city limits, unless the training or meeting is

held as a breakfast, lunch or dinner meeting. The city will also not reimburse employees for the costs for travel of family members.

Employees who find it necessary to use their private automobiles for city travel and who do not receive a car allowance will be reimbursed at the prevailing mileage rate as established by the City Council, not to exceed the allowable IRS rate.

Expenses for meals, including sales tax and gratuity, will be reimbursed according to this policy. No reimbursement will be made for alcoholic beverages. Meal expenses of \$10.00 per breakfast, \$12.50 per lunch, and \$15.00 per dinner per day will be allowed.

A full reimbursement, over the maximum defined, may be authorized if a lower cost meal is not available when attending banquets, training sessions, or meetings of professional organizations.

Article XIX. OUTSIDE EMPLOYMENT

The potential for conflicts of interest is lessened when individuals employed by the city of Emily 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 Personnel Committee. Any city employee accepting employment in an outside position determined by the Personnel Committee to be in conflict with the employee's city job will be required to resign from the outside employment or may be subject to discipline up to and including termination.

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

- Outside employment must not interfere with a full-time employee's availability during the city's regular hours of operation or with a part-time employee's regular work schedule.
- Outside employment must not interfere with the employee's ability to fulfill the essential requirements of his/her position.
- The employee must not use city equipment, resources or staff in the course of the outside employment.
- The employee must not violate any city personnel policies as a result of outside employment.
- The employee must not receive compensation from another individual or employer for services performed during hours for which he/she is also being compensated by the city. Work performed for others while on approved vacation or compensatory time is not a violation of policy unless that work creates the appearance of a conflict of interest.
- No employee will work for another employer, or for his/her own business, while using paid sick leave from the city for those same hours.
- Departments may establish more specific policies as appropriate, subject to the approval of the Personnel Committee.

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

Article XX. DRUG FREE WORKPLACE

In accordance with federal law, the city of Emily has adopted the following policy on drugs in the workplace:

1. Employees are expected and required to report to work on time and in appropriate mental and physical condition. It is the city's intent and obligation to provide a drug-free, safe and secure work environment.
2. The unlawful manufacture, distribution, possession, or use of ~~a controlled substance~~ drugs on city property or while conducting city business is absolutely prohibited. Violations of this policy will result in disciplinary action, up to and including termination, and may have legal consequences.
3. The city recognizes drug abuse as a potential health, safety, and security problem. Employees needing help in dealing with such problems are encouraged to use their health insurance plans, as appropriate.
4. Employees must, as a condition of employment, abide by the terms of this policy and must report any conviction under a criminal drug statute for violations occurring on or off work premises while conducting city business. A report of the conviction must be made within five (5) days after the conviction as required by the Drug-Free Workplace Act of 1988.

Article XXI. CITY DRIVING POLICY

This policy applies to all employees who drive a vehicle on city business at least once per month, whether driving a city-owned vehicle or their own personal vehicle. It also applies to employees who drive less frequently but whose ability to drive is essential to their job due to the emergency nature of the job. The city expects all employees who are required to drive as part of their job to drive safely and legally while on city business and to maintain a good driving record.

The city will examine driving records once per year for all employees who are covered by this policy to determine compliance with this policy. Employees who lose their driver's license or receive restrictions on their license are required to notify their immediate supervisor on the first workday after any temporary, pending or permanent action is taken on their license and to keep their supervisor informed of any changes thereafter. The city will determine appropriate action on a case-by-case basis.

Article XXII. CELLULAR PHONE USE

This policy is intended to define acceptable and unacceptable uses of city issued cellular telephones. Its application is to ensure cellular phone usage is consistent with the best interests of the city without unnecessary restriction of employees in the conduct of their duties.

This policy will be implemented to prevent the improper use or abuse of cellular phones and to ensure city employees exercise the highest standards of propriety in their use.

Section 22.01 General Policy

Cellular telephones are intended for the use of city employees in the conduct of their work for the city.

Supervisors are responsible for the cellular telephones assigned to their employees and will exercise discretion in their use. Nothing in this policy will limit supervisor discretion to allow reasonable and prudent personal use of such telephones or equipment provided:

- Its use in no way limits the conduct of work of the employee or other employees.
- No personal profit is gained, or outside employment is served.
- All employees are expected to follow applicable local, state, and federal laws and regulations regarding the use of cellphones at all times. Employees whose job responsibilities include regular or occasional driving and who are issued a cellphone for business use are expected to refrain from using their phone while driving. Safety must come before all other concerns. Regardless of the circumstances and in accordance with Minnesota law, employees are required to use hands-free operations or pull off into a parking lot and safely stop the vehicle before placing or accepting a call. Employees are encouraged to refrain from discussion of complicated or emotional matters and to keep their eyes on the road while driving at all times. Special care should be taken in situations where there is traffic or inclement weather, or the employee is driving in an unfamiliar area. Hands-free equipment will be provided with city-issued phones to facilitate the provisions of this policy.
- Reading/sending text messages, making or receiving phone calls, emailing, video calling, scrolling/typing, accessing a webpage, or using non-navigation applications while driving is strictly prohibited.
 - In accordance with State law, there is an exception to hands free cell phone operations to obtain emergency assistance to report a traffic accident, medical emergency or serious traffic hazard or prevent a crime from being committed. There is also a state law exception for authorized emergency vehicles while in the performance of official duties.
- Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions. See above “City Driving Policy” for more information on reporting driver’s license restrictions”.

Cell phone records about city business are subject to the Minnesota Government Data Practices Act. If a data request were received, the city would determine what information is public data and what information is private data and would review the employee’s phone records and possibly need access to the phone itself in order to provide the data being requested. Therefore, the best practice is to limit usage of personal cell phones for city business to that which is truly necessary or be prepared to produce your cell phone and the associated records if needed.

~~An employee will not be reimbursed for business-related calls without prior authorization from his/her supervisor.~~ Supervisors may also prohibit employees from carrying their own personal cell phones during working hours if it interferes with the performance of their job duties.

Use of public resources by city employees for personal gain and/or private use including, but not limited to, outside employment or political campaign purposes, is prohibited and subject to disciplinary action which may include termination and/or criminal prosecution, depending on the

circumstances. ~~Incidental and occasional personal use may be permitted with the consent of the supervisor.~~

Personal calls will be made or received only when absolutely necessary during working hours. Such calls must not interfere with working operations and are to be completed as quickly as possible.

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

Section 22.02 Procedures

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

Section 22.03 Responsibility

The Personnel Committee will have primary responsibility for implementation and coordination of this policy. All supervisors will be responsible for enforcement within their departments.

Article XXIII. SAFETY

The health and safety of each employee of the city and the prevention of occupational injuries and illnesses are of primary importance to the city.

To the greatest degree possible, management will maintain an environment free from unnecessary hazards and will establish safety policies and procedures for each department. Adherence to these policies is the responsibility of each employee. Overall administration of this policy is the responsibility of each supervisor.

Section 23.01 Reporting Accidents and Illnesses

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~~ **their** supervisor. The employee's immediate supervisor is required to complete a First Report of Injury and any other forms ~~that may be~~ necessary related to an injury or illness on the job.

Section 23.02 Safety Equipment/Gear

Where safety equipment is required by federal, state, or local rules and regulations, it is a condition of employment that such equipment be worn by the employee.

Per MN Statue 5207.0100 safety vests/high visibility apparel will be provided and must comply with appropriate ANSI/ISEA 107-2004 standards. Each safety vest/high visibility apparel will be printed with "City of Emily". Safety vests/high visibility apparel shall be worn by all Maintenance Department employees and other employees as necessary when performing, inspecting, or observing work within the right-of-way of the road or when performing or

inspecting work that would cause the employee to periodically be exposed to vehicle traffic or construction equipment. Employees must properly care for, clean and store assigned vests/high visibility apparel and monitor the condition of the vests/high visibility apparel and replace as needed.

The City will purchase one Class 2 or higher winter jacket (once every 3 years) for each full-time Maintenance Department employee, five Class 2 t-shirts (annually) for each full-time Maintenance Department employee, and three Class 2 t-shirts (annually) for each Seasonal Maintenance Department employee.

Section 23.03 Unsafe Behavior

Supervisors are authorized to send an employee home immediately when the employee's behavior violates the city's personnel policies, department policies, or creates a potential health or safety issue for the employee or others.

Section 23.04 Access to Gender-Segregated Activities and Areas

With respect to all restrooms, locker rooms or changing facilities, employees will have access to facilities corresponding 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. However, 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 inconsistent with their gender identity.

Approved by the Emily City Council on the 12th day of December 2023.

Tracy Jones, Mayor

Cari Johnson, MCMC, City Clerk/Treasurer



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NOV 15 2023

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Date Rec'd _____

By _____

BY: _____

Application for Appointment Commissions and Committees

Commission or Committee applying for: PLANNING AND ZONING COMMITTEE

Name: KALE A. JONES

Street Address: _____

City: EMILY

State: MN

Zip code: 56447

Mailing Address (if different than above): _____

Telephone Number: HC

CC

WC

E-mail address: _____

Emily Resident (circle one)? YES or NO If yes, how long? 2005

Are you presently serving on a City Commission or Committee (circle one)?

YES

or

NO

If yes, please explain _____

Have you served on a City Commission or Committee in the past (circle one)?

YES

or NO

If yes, please specify which Commission or Committee and the term positions held: _____

I SERVED ON THE PARKS COMMITTEE FROM MAY OF 2023 TO JULY OF 2023. I WAS SIMPLY A MEMBER, NOT THE CHAIRMAN.

What do you have to offer to the City of Emily Commission or Committee? I AM WELL-VEASED

IN THE EMILY CODE OF ORDINANCES. I WILL LOOK AT THE BIG PICTURE WHEN MAKING DECISIONS RATHER THAN HAVING A ONE-SIDED OUTDATED IDIOLOGY.

What experience and/or education background do you have that would enhance your effectiveness as a

Commission or Committee member? CERTIFICATION IN LEADERSHIP FROM THE

UNIVERSITY OF MARYLAND. AA DEGREE FROM CENTRAL LAKES COLLEGE, WHEREUPON I GRADUATED WITH HONORS. EMS CERTIFICATIONS IN CASE THERE IS A MEDICAL EMERGENCY.

I AM FAIR, HONEST, RESPECTFUL, OPEN-MINDED, AND FEEL AS THOUGH THAT I HAVE THE WHEREWITAL TO BE AN INTEGRAL PART OF THE PLANNING AND ZONING COMMITTEE.

Applicant's Signature: _____

Date: 11/15/2023

Please return to City hall drop box or clerk@emily.net.



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BY:

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Date Rec'd _____

By _____

Application for Appointment Commissions and Committees

Commission or Committee applying for: Planning Commission

Name: Faye A. Hughes

Street Address: _____

City: Emily State: MN Zip code: 56447

Mailing Address (if different than above): _____

Telephone Number: H() C()

E-mail address: _____

Emily Resident (circle one)? YES or NO If yes, how long? 1999

Are you presently serving on a City Commission or Committee (circle one)? YES or NO

If yes, please explain Planning Commission Alternate

Have you served on a City Commission or Committee in the past (circle one)? YES or NO

If yes, please specify which Commission or Committee and the term positions held:
City Council, one term.

What do you have to offer to the City of Emily Commission or Committee? I get along well with people, good at communication and listening. Think before I speak. I handle difficult situations well.

What experience and/or education background do you have that would enhance your effectiveness as a Commission or Committee member? Im a long time resident of Emily, born and raised here. Ive had many conversations with residence about development in Emily.

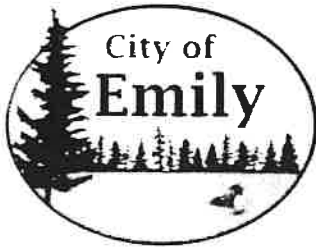
Applicant's Signature: Faye Hughes

Date: 11-27-2023

Please return to City hall drop box or clerk@emily.net.

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BY:



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Date Rec'd _____

By _____

Application for Appointment Commissions and Committees

Commission or Committee applying for: Planning & Zoning Commission

Name: Mark Hosman

Street Address: _____

City: Emily State: MN Zip code: 56447

Mailing Address (if different than above): _____

Telephone Number: H() C() F W()

E-mail address: _____

Emily Resident (circle one)? YES or NO If yes, how long? 18-year property owner

Are you presently serving on a City Commission or Committee (circle one)? YES or NO

If yes, please explain _____

Have you served on a City Commission or Committee in the past (circle one)? YES or NO

If yes, please specify which Commission or Committee and the term positions held: _____

What do you have to offer to the City of Emily Commission or Committee?

Long-time Emily volunteer: local church, Lakers Lions City events (like CleanUp Day) and projects (city hall repair/painting board member of my lake association, and Faith in Action.

What experience and/or education background do you have that would enhance your effectiveness as a Commission or Committee member?

Hennepin Technical Center:
Plan reading and estimating
Codes
Accounting
Construction - masonry
Psychology

Owner/Pres. of a masonry construction Company for forty 1/2 years:
Dealt with inspectors, helped write state masonry building codes did a sales, design, bookkeeping, customer service, employee management, and worked on the job site every day

Applicant's Signature: Mark Hosman

Date: 11/30/2023



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DEC 6 6 2023

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Date Rec'd _____

By _____

BY: _____

Application for Appointment Commissions and Committees

Commission or Committee applying for: Library

Name: Lori Bussler

Street Address: _____

City: Emily State: MN Zip code: 56447

Mailing Address (if different than above): (as above)

Telephone Number: H(____) _____ C(____) _____ W(____) _____

E-mail address: _____

Emily Resident (circle one)? YES or NO If yes, how long? 1 year

Are you presently serving on a City Commission or Committee (circle one)? YES or NO

If yes, please explain _____

Have you served on a City Commission or Committee in the past (circle one)? YES or NO

If yes, please specify which Commission or Committee and the term positions held: _____

What do you have to offer to the City of Emily Commission or Committee? I have served on several boards, such as National Board of Directors for the Good Samaritan Society, Church Council, Planning Commission, Chamber Board of Directors.

What experience and/or education background do you have that would enhance your effectiveness as a Commission or Committee member? I have leadership experience, working in the past as a nursing home administrator + HR consultant. I have served on City committees in my previous home, Winthrop, MN. I have a Masters degree in Business + love to read! (most importantly!)

Applicant's Signature: Lori Bussler Date: 11-30-23

Please return to City hall drop box or clerk@emily.net.

2024 Elected Leaders Institute – Foundational Program

Learn the basics of governing a city.

The Elected Leaders Institute Foundational Program is designed to provide elected leaders with the nuts and bolts of city leadership. The program is driven by [10 core competencies](#) that make elected leaders successful, perfect for anyone new to elected office or leaders who wish to brush up on the basics.

You will become familiar with your new responsibilities via a combination of online, on-demand courses which you complete at your own pace ahead of the two-day in-person program in Plymouth. During the in-person cohort, you will dive deeper in to governing a city with our subject matter experts and meet other elected officials.

Everything you need – from courses and downloadable resources, to connecting with subject matter experts or classroom presentations – will live in [MemberLearn](#): the League’s online learning platform.

Who should attend?

The Foundational Program is designed for new elected city officials who have served for less than two years. If you are a more experienced elected official, the [Advanced Program](#) may be a better fit.

Dates (Foundational):

Jan. 22 - Online Learning begins. [Read descriptions of online courses.](#)

Feb. 9-10 - Elected Leaders Institute | Plymouth. [See the full agenda for the in-person program.](#)

Fee

\$350

Registration

(Registration closes Jan. 18)

Lodging Information

Crowne Plaza Minneapolis West

3131 Campus Drive

Plymouth, MN 55441

Phone: (763) 559-6600

Room rate: \$117

Make a hotel reservation online or contact the hotel directly. To receive the special room rate via phone, ask for the “League of Minnesota Cities” group block when making reservations.

Book by Jan. 19 to receive this special rate.

Program Agenda

Online Courses:

Courses should be completed before the in-person program on Feb. 9.

Welcome and MemberLearn Overview. 10 mins.

Review the core competencies for the program and learn about the MemberLearn platform.

City Structure and Roles: 60 mins. *Core Competencies: Policymaking; Integrity and Ethics*

- **Structure and Function of Cities.** Review the different types of cities that operate in Minnesota, how your type of city impacts your role on the council, and city government limitations.
- **Roles and Responsibilities.** Outlines the city council and city staff roles in city governance, including properly fulfilling duties under the law and lawfully exercising authority.

Open Meeting Law. 30 mins. *Core Competencies: Integrity and Ethics; Communication; Policymaking; Meeting Facilitation*

Gain an appreciation for Open Meeting Law! You will start to understand the requirements set forth in the law and get tips on how to work together as a council in making decisions and setting policy.

Public Finance 101 & 201. *Core Competency: Financial Literacy*

This combination 101 and 201 course will provide the introduction you need to understand city budgeting.

- **Public Finance 101.** 10 mins. Learn core concepts of public finance and budgeting basics.
- **Public Finance 201.** 20 mins. Dive a little deeper to understand fund accounting, operating budgets, revenue and expenditures, and tax levies, ensuring you are equipped to communicate with confidence about your city budget.

Legal Landscape for Elected Officials:

- **Risk and Legal Obligations.** 30 mins. *Core Competencies: Integrity and Ethics; Strategic Planning and Decision Making; Managing Risk*

Explore city operations through a legal lens. This course will help you understand your role in managing legal risk for your city including conflict of interest, data practices, and purchasing missteps.

- **Social Media for Elected Officials:** 30 mins. *Core Competencies: Communication, Community Engagement, Managing Risk*
Social media is a great tool for communicating and engaging with your community. This course will help you understand the legal considerations of best practices, benefits, and potential pitfalls of social media use as an elected official.

Friday, Feb. 9:

10:15 a.m.

Welcome. Check in opens.

10:45 a.m.

Greeting from Host City and Welcome from League Leadership

Jenny Max, LMC Board President and Nisswa City Manager; Adriana Temali, Learning Manager, League of Minnesota Cities

11 a.m.

Elected Leadership: An Invitation to Make a Positive Difference

Luke Fischer, Executive Director, League of Minnesota Cities

Explore the skills required to be an effective leader, including how values and ethics help shape your personal leadership style and set a course for your public service career.

Core Competencies: Integrity and Ethics; Strategic Planning and Decision-Making; Servant Leadership Mindset

12 p.m.

Networking Lunch

1 p.m.

Good Governance and Open Meeting Law

Amber Eisenschenk, Research Manager, League of Minnesota Cities

There is a lot to learn as you get started in local government. This session builds on what you learned during the MemberLearn course, walking you through common Open Meeting Law challenges elected officials face. Ask questions, hear from others, and work through scenarios.

Core Competencies: Integrity and Ethics; Communication; Policymaking; Meeting Facilitation

2:15 p.m.

Break

2:30 p.m.

Public Finance in Context

Mark Ruff, Director of Finance, League of Minnesota Cities; Lisa Sova, Assistant Finance Director (Outreach), League of Minnesota Cities

Building on what you learned in Public Finance 101/102, participants will have the chance to put theory into practice through discussion and examining common financial situations.

Practice with other participants during breakouts, where you will get a chance to share questions and hear from others.

Core Competency: Financial Literacy

3:45 p.m.

Break

4 p.m.

Advocacy at the Capitol

Intergovernmental Relations Team, League of Minnesota Cities

In this session you will identify the role you and the League play in lobbying at the Capitol. Understand the League's policy development process, gain tips for communicating with legislators, discover models and toolkits available to city councils, and become familiar with the way Minnesota cities impact Washington D.C.

Core Competencies: Policymaking, Communication

4:30 p.m.

Social Time

5:30 p.m.

Dinner with the Advanced Program cohort

6:30 p.m.

Adjourn

Saturday, Feb. 10:

7:45 a.m. – 8:20 a.m.

Continental Breakfast

8:30 a.m.

Risk and Legal Obligations for Cities in Context

Patricia Beety, General Counsel, League of Minnesota Cities

Revisit common legal scenarios that elected leaders may face, including considerations around social media. Practice with other participants during breakouts, where you will get a chance to share questions and hear from others.

Core Competencies: Integrity and Ethics, Strategic Planning and Decision-Making, Managing Risk

9:45 a.m.

Break

10 a.m.

Elected Leaders Panel

Moderator: Dan Greensweig, Administrator, League of Minnesota Cities Insurance Trust

A perennial favorite! Learn from a panel of experienced elected and appointed officials about the expectations and duties of an elected official. Share your challenges and get tips on how to be successful in your critical city role.

Core Competencies: Community Engagement, Equity and Inclusion, Strategic Planning and Decision-Making

11 a.m.

The Power of Purpose

Charles Weinstein, Ethical Leaders in Action

All local government leaders want their communities to thrive – it provides a sense of purpose in our work. But how do you sustain yourself without burning out or burning bridges? How do you consistently engage others in a pursuit of common goals that put your city, staff, and community first? This interactive session will present practical skills and techniques that will help you act with integrity, honesty, and fairness while strengthening relationships and building trust.

Core Core Competencies: Integrity and Ethics, Servant Leadership Mindset

12 p.m.

Closing Remarks

Your LMC Resource

Event Registration

(651) 281-1200

registration@lmc.org

Special Thanks to Our Sponsor

Cancellation Policy

Cancellations must be received via email to registration@lmc.org on or before Jan. 18.

After Jan. 18, we can offer cancellations for the in-person part of the program only, and you will be charged a \$99 cancellation fee. (You will still have access to the online, on-demand courses as part of the program.)

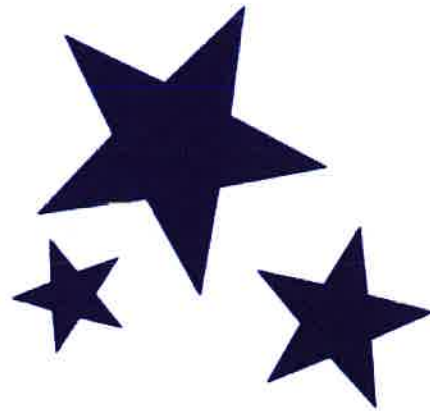
2024 Elected Leaders Institute – Advanced Program

Take your leadership skills to the next level.

The Elected Leaders Institute Advanced Program gives experienced elected officials a chance to come together to learn higher level leadership skills and network with other elected leaders from across the state. Topics will focus on honing negotiation skills, considering what belonging looks like in your city, and how to lead through a crisis.

By attending this program, participants will:

- Gain practical insights into building and regaining community trust and implementing long-term changes for community resilience.
- Practice Inversity™ for positive culture shifts and productive conversation.
- Learn to lead through tough times by tackling difficult topics, including employment, public safety, incivility, and preparing for the future.
- Boost negotiation skills by harnessing communication styles, forging alliances for joint ventures, working with external partners, and championing new initiatives.
- [Browse the full agenda.](#)



Who should attend?

The Advanced Program is designed for experienced elected city officials who have served in local government for two or more years. If you are a newly elected official, the [Foundational Program](#) may be a better fit.

Fee

\$350

Register for a Cohort:

Plymouth – Feb. 9-10

Crowne Plaza Minneapolis West – [3131 Campus Drive | Plymouth, MN](#)
(Registration closes Feb. 2)

Register for the Elected Leaders Institute – Advanced (Plymouth)

Alexandria – Feb. 23-24

Arrowwood Resort and Conference Center – [2100 Arrowwood Lane | Alexandria, MN](#)
(Registration closes Feb. 16)

Register for the Elected Leaders Institute – Advanced (Alexandria)

Lodging Information

Plymouth – Crowne Plaza Minneapolis West

[3131 Campus Drive](#)
[Plymouth, MN 55441](#)

Phone: (763) 559-6600

Room rate: \$117

[Make a hotel reservation online](#) or contact the hotel directly. To receive the special room rate via phone, ask for the “League of Minnesota Cities” group block when making reservations. *Book by Jan. 19 to receive this special rate.*

Alexandria – Arrowwood Resort and Conference Center

[2100 Arrowwood Lane](#)

Alexandria, MN 56308

Phone: (320) 762-112

Various room rates: \$134 – \$199

Contact the hotel directly to make a reservation. To receive the special room rate, ask for the “League of Minnesota Cities” group block when making reservations. *Book by Feb. 2 to receive this special rate.*

Program Agenda

Friday Program:

9:30 a.m.

Welcome. Check in opens.

10 a.m.

Greeting from Host City and Welcome from League Leadership

Jenny Max, LMC Board President and Nisswa City Manager; Adriana Temali, Learning Manager, League of Minnesota Cities

10:15 a.m.

Crisis-Ready Leadership: Building Resilience and Trust in Organizations

Todd Axtell, President and CEO, The Axtell Group; Steven Linders, Chief Communications Officer, The Axtell Group

Prepare for high-stakes situations and crises and learn to build an organizational culture that can weather storms and recover from high-profile incidents. Explore the vital role of elected officials in crisis management, from talking to the press to supporting staff. Plus, gain practical insights into regaining community trust and implementing long-term changes for increased resilience.

12:15 p.m.

Networking Lunch

1:15 p.m.

INVERSITY™ 101

Karith Foster, President and CEO, INVERSITY™

Belonging, intention and respect are the triad for creating high-performing work environments. Within this engaging and interactive presentation, you will explore how harnessing these elements increases awareness and communication skills, providing the building blocks for creating a caring, inclusive, and healthy work environment. In addition, you will gain a sincere comprehension of modern-day diversity, including the importance of reclaiming the word “diversity” to encompass everyone and their lived experiences.

3:15 p.m.

Break

3:30 p.m.

Tackling the Tough Stuff: A Panel Discussion with Local City Leaders

Moderator: Luke Fischer, Executive Director, League of Minnesota Cities

Join esteemed city leaders from across Minnesota as we dive into the topics keeping you up at night and tested strategies for leading through tough times.

4:30 p.m.

Social Time

5:30 p.m.

Dinner

(Plymouth participants will join the Foundational cohort for a shared networking dinner.)

6:30 p.m.

Adjourn

Saturday Program:

7:45 a.m. – 8:20 a.m.

Continental Breakfast

8:30 a.m.

The Art of Negotiation

Lori Abrams, Ph. D., University of Minnesota’s Carlson School of Management

This workshop will provide you with skills to utilize when entering a negotiation – whether it’s a large city contract or an agreement between two council members on a direction forward. The session will cover communication styles, bargaining, negotiation strategies, persuasion,

and shadow negotiating. By attending you will examine successful negotiation in various settings whether you are:

- Tackling highly political and emotionally sensitive situations.
- Allocating or requesting project resources.
- Championing and implementing new initiatives.
- Forging alliances or joint ventures with external partners.

11:45 a.m.

Adjourn & Closing Remarks

Your LMC Resource

Event Registration

(651) 281-1200

registration@lmc.org

Special Thanks to Our Sponsor

Cancellation Policy

Cancellations must be sent via email to registration@lmc.org seven (7) days prior to the start of the program and are subject to a \$50 cancellation fee. If you are unable to attend, please consider sending a substitute. Substitutions are permitted up to the day of the event. Please notify the registration desk of any on-site substitutions.



International Institute of Municipal Clerks

8331 Utica Ave., Suite 200, Rancho Cucamonga, CA 91730
Phone 909-944-4162 Fax 909-944-8545
maria@iimc.com

SALES RECEIPT

11/07/2023

ID: 29511

Sold to: Cari Johnson
City Clerk/Treasurer
City of Emily
P.O. Box 68
Emily, MN 56447-0068

*41425-308
(-445.00)
refund*

Payment Details:

Card Type	Card Number	Name on Card	Authorization	Amount
VISA	*****5061	Cari Johnson	RETURNED	(\$40.00)
VISA	*****5061	Cari Johnson	RETURNED	(\$445.00)

Description	Amount
CONF23- Full Registration - Track 5	\$525.00
CONF23- Full Registration - Track 5 <i>Multi attendee discount</i>	(\$40.00)
CONF23- Full Registration - Track 5	(\$485.00)
CONF23- Cancellation Fee	\$40.00
Total Charges	\$40.00
Total Payments	\$40.00
Invoice Balance	\$0.00

THANK YOU FOR YOUR BUSINESS!



November 2023 Statement 10/24/2023 - 11/24/2023
 CITY OF EMILY (CPN 001894943)

Elan Financial Services (1-866-552-8855



Important Messages

Paying Interest: You have a 24 to 30 day interest-free period for Purchases provided you have paid your previous balance in full by the Payment Due Date shown on your monthly Account statement. In order to avoid additional INTEREST CHARGES on Purchases, you must pay your new balance in full by the Payment Due Date shown on the front of your monthly Account statement.

There is no interest-free period for transactions that post to the Account as Advances or Balance Transfers except as provided in any Offer Materials. Those transactions are subject to interest from the date they post to the Account until the date they are paid in full.

Transactions		JOHNSON, CARIE		Credit Limit \$1500	
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Other Credits					✓
11/08	11/07	8809	PAYPAL *INTERNATIONAL 9099444162 CA MERCHANDISE/SERVICE RETURN	\$445.00CR	✓
Total for Account				\$445.00CR	

Transactions		SPINDLER, CALEN		Credit Limit \$1500	
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					✓
11/09	11/08	6656	AMZN Mktp US*066FP5H73 Amzn.com/bill WA	\$10.73	✓
11/13	11/11	6129	AMZN Mktp US*270583EE3 Amzn.com/bill WA	\$310.31	✓
Total for Account				\$321.04	

Transactions		PROKOTT, AMY		Credit Limit \$1500	
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					✓
10/25	10/24	3893	LEAGUE OF MINNESOTA CI 651-281-1200 MN	\$333.82	✓
11/01	10/31	4484	USPS PO 2629300446 EMILY MN	\$8.10	✓
11/03	11/02	6340	USPS PO 2629300446 EMILY MN	\$3.18	✓
11/06	11/03	2454	USPS PO 2629300446 EMILY MN	\$8.56	✓
11/10	11/09	2122	USPS PO 2629300446 EMILY MN	\$2.70	✓
11/17	11/16	5502	USPS PO 2629300446 EMILY MN	\$2.70	✓
11/20	11/17	1485	USPS PO 2629300446 EMILY MN	\$8.56	✓
11/22	11/21	2107	AMZN Mktp US*GR4D05833 Amzn.com/bill WA	\$74.05	✓
Total for Account				\$441.67	

Transactions		BILLING ACCOUNT ACTIVITY			
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Payments and Other Credits					

CITY OF EMILY

Receipt # : 12870*
Date : 05/25/23
Deposit Date/ID : (05/30/2023) -
Received From : Cari Johnson
Description : Reimbursement of IIMC Annual Conference Fee
Notes : Unable to attend - sick

<u>Fund</u>	<u>Account</u>	<u>Program Code</u>	<u>Amount</u>
100:General Fund	36240:Refunds		\$485.00
Total Amount			\$485.00

Authorized By: _____



Emily City Council
ATTN: Mayor Jones
PO Box 68
Emily, MN 56447

December 11, 2023

RE: Emily Manganese Project Update – November 2023

In November, North Star continued assessing the core samples at the metallurgical facilities of Kemetco Research Inc., in Vancouver, British Columbia. Earlier work undertaken by Crow Wing Power was also undertaken at Kemetco. It is expected that this work will continue through early Spring.

North Star's environmental consultants continued to visit the site in November to ensure all operations comply with the State's environmental requirements.

In November, North Star continued its discussions with the Minnesota Department of Natural Resources on its mineral lease applications on State mineral lands in the Emily area. This activity will be on-going through the remainder of 2023 and into 2024.

Information on the Emily Project is reported periodically by North Star's parent, Electric Metals (USA) Limited, and can be found on the internet at: www.electricmetals.com.

North Star is committed to work with the City of Emily and the Emily City Council on the Emily Manganese Project and North Star will keep the Emily City Council apprised of developments of the Project.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Rick Sandri

Henry (Rick) Sandri, Ph.D.
North Star Manganese Inc



2345 Rice Street, Suite 230
Roseville MN 55113 USA
+1 651 788 3775
hs@nsmanganese.com
www.nsmanganese.com

**CITY OF EMILY
RESOLUTION 23-48**

RESOLUTION ESTABLISHING POLLING PLACE

WHEREAS, per state statute 204B.16, Subd. 1, the governing body of each municipality must designate by ordinance or resolution a polling place by December 31 of each year;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EMILY that the polling location for the calendar year 2024 for the City of Emily is,

Emily City Hall
39811 State Highway 6
Emily, MN 56447

and the alternate polling location in case the Emily City Hall is not available due to an emergency situation is,

St. Emily's Catholic Church
39922 Lake Street
Emily, MN 56447

Adopted by the City Council of the City of Emily this 12th day of December, 2023.

Tracy Jones, Mayor

ATTEST:

Cari Johnson, City Clerk/Treasurer



CUYUNA RANGE REGIONAL SAFETY GROUP
2024 SAFETY TRAINING SCHEDULE
 Crosby, Crosby HRA, Emily, Deerwood
TRAINING SCHEDULE

<u>Date</u>	<u>Topic</u>	<u>Attendance</u>
<u>February (Date YTBD)</u> Time: 9:30am and 1:00pm Host City: Crosby	<u>An Overview of AWAIR, MN Right to Know, Bloodborne Pathogens</u> <i>Safety Committee Meeting– to follow 1st training</i>	All Employees
<u>March (Date YTBD)</u> Time: 9:30am Host City: Deerwood Value-Added Time: Deerwood	<u>Confined Space Entry / Excavation & Trenching</u> <i>Safety Committee Meeting – to follow training</i>	Public Works EEs
<u>April (Date YTBD)</u> Time: 9:30 am Host City: Crosby Value-Added Time: Crosby	<u>Slips, Trips, Falls / Back Safety & Ergonomics / Ladder Safety</u> <i>Safety Committee Meeting – to follow training</i>	All staff welcome!
<u>June (Date YTBD)</u> Time: 9:30am Host City: Emily Value-Added Time: Emily (after their lunch)	<u>Chainsaw / Mower / Heat Illnesses Seasonals (they should attend all)</u>	Public Works EEs Seasonal Employees
<u>August (Date YTBD)</u> Time: 9:30am Host City: Crosby Value-Added Time: Crosby HRA	<u>Developing a Culture of Safety / Scenarios Exercise</u> <i>Safety Committee Meeting – to follow training</i>	All Staff Welcome!
<u>October (Date YTBD)</u> Time: 9:30 am Host City: Crosby	<u>Emergency Action Plans / Fire Extinguisher Use</u> BRING AN EXTINGUISHER (expired) if able <i>Safety Committee Meeting – to follow morning training</i>	All Employees
<u>November (Date YTBD)</u> Time: 9:30 am Host City: Deerwood	<u>Snowplow / Cold Weather Emergencies</u> <i>Safety Committee Meeting – to follow morning training</i>	PW EEs
<u>December (Date YTBD)</u> Time: 9:30am Host City: Deerwood Value-Added Time: Crosby HRA	<u>De-escalation and Safety from Public Threats Record Keeping and Injury Logs</u> <i>Safety Committee Meeting – to follow morning training</i>	All staff welcome! Admin Staff

WAGE SCHEDULE POLICY

(Includes Employees, Elected Officials, and Appointed Officials Not Covered By Union Contract or Employment Agreement)

Description	Wage/ Salary	per ____ unit	City Ordinance Reference
Mayor	\$500	per month, effective 1/1/2021	30.07
Council Member	\$325	per month, effective 1/1/2021	30.07
Additional Council Meetings - Mayor and Council Member	\$50	per meeting	30.07
Additional Meetings - Mayor (Up to 4 per month)	\$50	per meeting	30.07
<u>Emergency Management</u>			
Emergency Management Director	\$40	per month	33.03
EDA Authority Members (Mayor/Council)	\$25	per meeting	30.07
<u>Citizen Board Members</u>			
Planning & Zoning Commissioners and Alternates	\$85 \$20	per meeting, effective 1/1/2024 per additional meeting	30.07
Planning & Zoning Commissioners and Alternates	\$10	per site visit	
EDA Commission	\$35	per meeting	30.07
Park Commission	\$35	per meeting, up to 4 meetings per year, additional meetings upon approval by Council	30.07
<u>First Response Unit</u>		Increases in effect from 12/1/21	
		call, training, meeting wages apply to all First Response personnel	
	\$25	per call	33.50
	\$10	per meeting	33.50
	\$10	per drill/training (one per night)	33.50
Chief	\$2,400	annually	33.50
Asst. Chief	\$1,800	annually	33.50
<u>Volunteer Fire Department</u>		Increases in effect from 12/1/21	
	\$25	per call	33.28
	\$10	per drill/training	33.28
	\$10	per meeting	33.28
Chief	\$3,000	annually, effective 1/1/2024 12/1/2023	33.28
Asst. Chief	\$1,800	annually	33.28
Training Officer	\$500	annually, effective 1/1/2024 12/1/2023	33.28
<u>Police Department</u>			
Assistant Chief	\$23	per hour, in effect from 10/12/2021	
Full-Time and Part-Time Police Officers	\$20.50	per hour, unless under contract	33.65
<u>Seasonal Personnel</u>			
Seasonal Maintenance	\$18	per hour, for up to six months, effective 1/1/2024	
Intermittent Winter Seasonal Maintenance Worker or Intermittent Winter Seasonal Backup Snowplow Driver	\$18	per hour, for up to six months, effective 1/1/2024	
<u>Personnel</u>			
Full-Time Office Assistant	\$20	per hour	
Part-Time Zoning Clerk/Office Assistant	\$21	per hour, effective 1/1/2024	
Intermittent Office Assistant	\$12	per hour	
Intern	\$17	per hour with \$14 per hour reimbursement from Sourcewell	
Librarian	\$250	per month, in effect from 1-1-2023	
<u>Election Judges</u>		Increases in effect from 1/1/2020	
Head Election Judge	\$12.5 \$14.50	per hour	
Election Judge	\$12 \$14	per hour	

Policy adopted by the City Council of the City of Emily, Minnesota this 12th day of December, 2023.

 Tracy Jones, Mayor

Attest:

 Cari Johnson, MCMC
 City Clerk/Treasurer

City of Emily Slogan Contest!

We need YOUR help creating a short, catchy phrase that will capture the spirit of our community! The last day to submit your slogan idea(s) is December 31, 2023.

Please use the QR code or visit our website at <https://forms.wix.com/f/7120511908330864762> to submit your slogan ideas online, or you may download the City of Emily Slogan Contest Form from the Announcements section on the home page at www.cityofemily.com and mail to City of Emily, PO Box 68, Emily, MN 56447. The form is also available at the City Clerk's Office located at 39811 State Highway 6, Emily.



From: Pay.Equity@state.mn.us
Sent: Thursday, November 30, 2023 6:25 PM
To: clerk@emily.net
Cc: Pay.Equity@state.mn.us
Subject: Jur ID 1150 - Pay Equity Report Due January 31, 2024

Flag Status: Flagged

Emily,

The Local Government Pay Equity Act, M.S. 471.991-471.999 and Minnesota Rules, Chapter 3920 require local government jurisdictions to submit a pay equity report to the State of Minnesota every three years. Your next report is due January 31, 2024. This report must show data in place as of December 31, 2023. Jurisdictions who do not submit a report on or before the deadline will be out of compliance. There are no provisions in the law for any up-front exceptions to the deadline.

As a reminder, do not report elected officials or employees working less than 67 days in a calendar year (100 days for a full-time student) or employees working an average of 14 hours per week or less, during the weeks they are scheduled to work. If your jurisdiction has no employees to report, please access the system, create a new case, and select "No Jobs Meet Requirement to Report". You will be taken to the implementation form to complete the process.

Once Minnesota Management and Budget reviews your report, you will receive a notice informing you whether your jurisdiction is "in compliance" or "out of compliance." No penalties or other negative consequences will occur before you receive a formal notice of non-compliance.

Jurisdictions receiving a notice of non-compliance will have an opportunity to make adjustments to achieve compliance. A jurisdiction which remains out of compliance, past the grace period specified in the notice, will receive a second notice of non-compliance and will be subject to a penalty. The penalty is a five percent reduction in state aid payments or \$100 per day, whichever is greater, from January 1, 2024.

To access general information about Local Government Pay Equity please visit the MMB website:
<https://mn.gov/mmb/employee-relations/compensation/laws/local-gov/local-gov-pay-equity/>

For step-by-step instructions to submit the pay equity report please refer to Instructions for Completing Pay Equity Report

You can access the Minnesota Pay Equity Management System at: <https://mn.gov/mmbapps/PayEquity/LogIn.aspx>

A copy of the 2024 notice to post can be found here (To be posted after the report is submitted): <https://mn.gov/mmb-stat/pay-equity/2023%20Notice.pdf>

Please Note:

When entering jobs online or uploading a spreadsheet there is now an additional requirement to include non-binary employees. Please be sure to add this as an additional column to your spreadsheet. If you are entering jobs online this column is already added and is a required field.

After reviewing the materials, if you have questions or concerns, please send an email to pay.equity@state.mn.us

Thank you for complying with the 1984 Local Government Pay Equity Act

Sincerely,
Dominique Murray
Pay Equity Coordinator
651-259-3805(office)



Clasen & Schiessl CPAs, Ltd.
Consultants & Accountants

PO Box 90, Pequot Lakes, MN 56472

(218) 568-5242 Fax (218) 568-8680

Visit us at lakesareacpas.com

December 1, 2023

The Honorable Mayor and the Members of the City Council
City of Emily
PO Box 68
Emily, MN 56447

We are engaged to audit the financial statements of each major fund and the aggregate remaining fund information of the City of Emily, Minnesota, (the City) for the year ended December 31, 2023. Professional standards require that we provide you with the following information related to our audit. We would also appreciate the opportunity to meet with you to discuss this information further since a two-way dialogue can provide valuable information for the audit process.

Our Responsibility under U.S. Generally Accepted Auditing Standards

As stated in our engagement letter dated November 2, 2023, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with the *City Audited Financial Statements for Cities under 2,500 Population Reporting on the Regulatory Basis of Accounting* as prescribed by the Office of the State Auditor, which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your responsibilities.

We have not been engaged to report on the introductory and supplementary information sections, which accompany the financial statements but are not required supplementary information (RSI). Our responsibility with respect to this other information in documents containing the audited financial statements and auditor's report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether this other information is properly stated. This other information will not be audited and we will not express an opinion or provide any assurance on it.

Planned Scope, Timing of the Audit, Significant Risks, and Other

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

The Honorable Mayor and the Members of the City Council
City of Emily
December 1, 2023
Page 2

We have identified the following significant risks of material misstatement as part of our audit planning:

- Threat of Management Override
- Lack of Segregation of Duties
- Threat of Improper Revenue Recognition

We expect to begin our audit in early 2024 and issue our report at a time acceptable to both parties. Susan Schiessl, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the use of the City Council and the City's management and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Clasen + Schiessl CPAs, Ltd.

Clasen & Schiessl CPAs, Ltd.

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL NO. 49, 49A, 49B, 49C, 49D, 49E, 49L
MINNESOTA • NORTH DAKOTA • SOUTH DAKOTA

EUGENE J. GROVER, President
RYAN P. DAVIES, Vice President
STEVE R. PIPER, Recording-Corresponding Secretary
MARVIN J. HOSE, Treasurer



JASON A. GEORGE
Business Manager/Financial Secretary

2829 Anthony Lane South, Minneapolis, MN 55418-3285
Phone (612) 788-9441 • Toll Free (866) 788-9441 • Fax (612) 788-1936

November 17, 2023

VIA ELECTRONIC MAIL

Re: Notice of Changes to the Public Employment Labor Relations Act (PELRA)

To Public Sector Employers:

In May 2023, the Minnesota Legislature made several amendments to the Public Employment Labor Relations Act (PELRA) that affect public employers and labor unions. As a courtesy, the International Union of Operating Engineers, Local 49 ("Local 49") would like to make you aware of some of these changes that impact our working relationship.

Pursuant to Minn. Stat. § 179A.07, subd. 8 (a)-(c) the employer has an obligation to provide Local 49 with the following information:

- **Within 20 calendar days from the date of hire** of a bargaining unit employee, the employer **MUST** provide the following contact information to Local 49 in an Excel file format:
 - Name
 - Job title
 - Worksite location (including location within a facility when appropriate)
 - Home address
 - Work telephone number
 - Home and personal cell phone numbers on file with the employer
 - Date of hire
 - Work and personal email addresses on file with the employer
- **Beginning January 1, 2024, every 120 calendar days** the employer **MUST** provide the following contact information of all employees of the bargaining unit(s) to Local 49 in an Excel file format:
 - Name
 - Job title
 - Worksite location (including location within a facility when appropriate)
 - Home address
 - Work telephone number
 - Home and personal cell phone numbers on file with the employer
 - Date of hire
 - Work and personal email addresses on file with the employer
- **Within 20 calendar days of the separation of employment or transfer out of the bargaining unit** of a bargaining unit employee, the employer **MUST** notify Local 49 of the separation or transfer.

*Please deliver this information electronically to the Local 49 Business Agent/identified Local 49 contact.

Further, pursuant to Minn. Stat. § 179A.07, subd. 9 (a)-(c) the employer must facilitate meetings/communication between bargaining unit employees and Local 49 in the following ways:

- The employer **MUST** allow a 30-minute in person meeting between newly hired bargaining unit employee(s) and Local 49. This meeting cannot be charged to the pay or leave time of the employee(s). This meeting must take place **within 30 calendar days from the date of hire**, during new employee orientation, or at individual or group meetings if the employer does not conduct new employee orientation. The employer must provide at least **10 days' notice** to Local 49 **in advance of a new employee orientation**.
- The employer **MUST** allow Local 49 to communicate with bargaining unit employees using their employer-issued email addresses regarding collective bargaining, the administration of collective bargaining agreements, the investigation of grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of Local 49, consistent with the employer's generally applicable technology use policies and procedures.
- The employer **MUST** allow Local 49 to meet with bargaining unit employees in facilities owned or leased by the employer regarding collective bargaining, the administration of collective bargaining agreements, grievances and other workplace-related complaints and issues, and internal matters involving the governance or business of Local 49, provided the use does not interfere with governmental operations and complies with the employer's established worksite security protocols.

*Please work directly with the Local 49 Business Agent to schedule meetings with newly hired bargaining unit employees.

Additionally, pursuant to Minn. Stat. § 179A.06, subd. 6 (a)-(f) the employer has payroll deduction and remittance obligations, including the following:

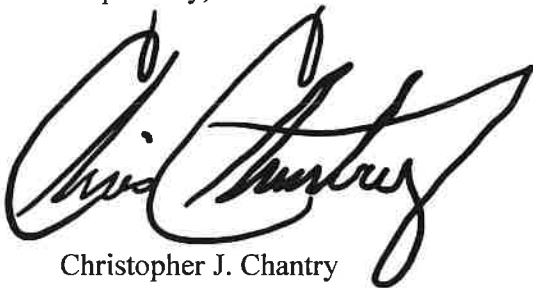
- The employer **MUST** start payroll deductions to Local 49 within 30 days of notice of payroll deduction authorization and **MUST** remit the deductions to Local 49 within 30 days of the deduction.

*Note that Local 49 will continue to mail a dues report and billing statement to the employer.

Please distribute this information to the appropriate people in your organization to ensure compliance with the law. Local 49 understands that many employers are already complying with these legislative changes and appreciates the cooperation of all employers moving forward.

If you have questions, please contact the Local 49 Business Agent. I can also be reached by email at cjchantry@local49.org.

Respectfully,



Christopher J. Chantry
General Counsel

MINNESOTA DEPARTMENT OF PUBLIC SAFETY



Alcohol
and Gambling
Enforcement

Bureau of
Criminal
Apprehension

Driver
and Vehicle
Services

Emergency
Communication
Networks

Homeland
Security and
Emergency
Management

Minnesota
State Patrol

Office of
Communications

Office of
Justice Programs

Office of
Pipeline Safety

Office of
Traffic Safety

State Fire
Marshal

Homeland Security and Emergency Management

445 Minnesota Street • Suite 223 • Saint Paul, Minnesota 55101-6223

Phone: 651-201-7400 • Fax: 651-296-0459

November 16, 2023

Cari Johnson
Clerk
Emily
clerk@emily.net

Disaster: 4666 **Declared:** 8/9/2022
PW: 79 **Project#:** 701895
FEMA Applicant ID: 035-19286-00
FAIN: 4666DRMNP00000001
UEI: PVKWFGHU48K10
Current POP Date: 08/09/2030

We have received your certification of project completion and will be processing your final payment and closing this PW.

You will receive the final federal share in the amount of \$1,174.83.

Please let me know if you have any questions. I can be reached at danay.freeman@state.mn.us (preferred) or cell 651/341-2345.

DaNay Freeman
Minnesota Homeland Security and Emergency Management

Generated Date: 01/23/2023 20:12

Federal Emergency Management Agency
Project Completion and Certification Report (P.4)
Disaster: FEMA-4666-DR-MN

Applicant FIPS ID: 035-19286-00 Applicant/Subdivision Name: EMILY

PW#	Amendment #	Approved Proj. Amt.	Cost Share	Cat	Bundle	Work Done By	Projected Compl. Date	% Compl. at Insp.	Elig Amount	Actual Date Completed	Amt. Claimed by Applicant	Comments
PA-05-MN-4666-PW-00079	0	\$1,174.83	N	Z	4666-PW-00079(72)	PA-05-MN-4666-PW-00079(72)	08-09-2030	100	\$1,174.83	12-12-2022	\$1,206.42	

Facility Number: 1 Facility Name: Damage # 1289133; Management Costs (Emily, City of)

Location: 39811 State Highway 6
Emily, Minnesota 56447

C: Crow Wing County

Scope of Work: 1289133 Damage for Project [701895] Management Costs-Actuals

This is a Public Assistance Subrecipient Management Costs project which allows the Subrecipient to receive actual costs for Management Costs, up to a fixed estimate Management Costs award. The final fixed estimate cannot exceed 5.00% of all of the Subrecipient's eligible emergency and permanent work subawards. The applicant will conduct Management Cost related activities that it tracks, charges, and accounts for its eligible PA awards.

Current version is based on Actual Management Costs. Project is written for the maximum eligible amount of \$1,174.83 which is less than the actuals of \$1,206.42.

Total for 1 PWs: \$1,174.83
Subgrantee Admin: \$0.00
Grand Total: \$1,174.83

\$ _____

From: Honeck, Laura <lhoneck@lmc.org>
Sent: Wednesday, November 15, 2023 8:57 AM
Subject: League of Minnesota Cities Insurance Trust: 2023-24 Coverages, Rates, and Dividend Amount

Dear Member,

The League of Minnesota Cities Insurance Trust [Board of Trustees](#) recently approved premium rates and coverage changes for the coming year. A copy of this communication will also be sent to your insurance agent.

Rates are decreasing

We're pleased to let you know that property/casualty rates will decrease by an average of 0.75%, and workers' compensation rates will decrease by an average of 15%. Please keep in mind your own premium rate will also be affected by changes in your expenditures, payrolls, experience ratings, and other factors.

[Learn more about 2023-24 premium rates](#)

Coverage changes

There are several coverage changes taking place as well. That includes several arising from recent statutory amendments pertaining to the sale of cannabis.

[Learn more about 2023-24 coverage changes](#)

Dividends total \$3 million

The Trust will also return \$3 million to members of the property/casualty program. A check for your share of the dividend will be mailed week of December 4.

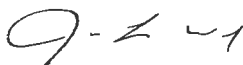
[Learn more about the \\$3 million dividend](#)

Thank you for being part of our self-insured membership cooperative!

We look forward to continuing to work with you to provide coverages and risk management programs specifically designed for Minnesota cities. If you have any questions about the changes taking place this year, feel free to contact your agent or underwriter.



Dan Greensweig
LMCIT Administrator



Jennifer Wolf
LMCIT Deputy Administrator



December 8, 2023

Cari Johnson, City Clerk/Treasurer
City of Emily, Minnesota
39811 State Highway 6
PO Box 68
Emily, MN 56447-0068

RE: Potential Refunding of Existing Bonds

As your Municipal Advisor one of the services we provide is to monitor your outstanding bond issues and alert you to any potential refunding opportunities. An updated status report for your outstanding debt is attached. It includes general information about your existing debt and a brief comment regarding potential savings based on current market conditions. We will continue to monitor your issues on an ongoing basis and will contact you if we identify refunding opportunities that merit consideration.

If you have any questions about this information, please contact me.

Sincerely,

Ehlers

A handwritten signature in black ink that reads 'Rebecca Kurtz'. The signature is written in a cursive style with a large, prominent 'R'.

Rebecca Kurtz
Senior Municipal Advisor/ Vice President

A handwritten signature in black ink that reads 'Bruce Kimmel'. The signature is written in a cursive style with a large, prominent 'B'.

Bruce Kimmel
Senior Municipal Advisor/ Vice President

Status Report on Refunding of Existing Bond Issues

Original Bond Amount	Title	Last Maturity	Call Date	Callable Amount	Callable Rates Low High	Status
\$930,000	General Obligation Capital Improvement Plan and Improvement Refunding Bonds, Series 2012A	02/01/2028	02/01/2022	\$210,000	2.250% 2.750%	As of December 8, 2023, we estimate that this refunding would not generate sufficient savings to be considered.
\$1,505,000	General Obligation Sewer Revenue Refunding Bonds, Series 2013A	02/01/2036	02/01/2023	\$945,000	2.150% 3.000%	As of December 8, 2023, we estimate that this refunding would not generate sufficient savings to be considered.
\$540,000	General Obligation Permanent Improvement Revolving Fund Bonds, Series 2014A	02/01/2030	02/01/2023	\$275,000	2.600% 3.050%	As of December 8, 2023, we estimate that this refunding would not generate sufficient savings to be considered.

