

## KASSON CITY COUNCIL REGULAR MEETING AGENDA

Wednesday, March 13, 2019

6:00 PM

### PLEDGE OF ALLIANCE

#### 6:00 A. COUNCIL

1. Approve agenda - Make additions, deletions or corrections at this time.
2. Consent Agenda - All matters listed under Item 2, Consent Agenda, are considered to be routine and non-controversial by the City Council and will be enacted with one motion. There will not be separate discussion of these items unless a Council Member so requests, in which case the item will be removed from the Consent Agenda and will be considered separately.
  - a. Minutes from February 27, 2019
  - b. Claims processed after the February 27, 2019 regular meeting, as audited for payment
  - c. Resolution Certifying Delinquent Accounts to County Auditor
  - d. Resolution Write Off Accounts
  - e. Conferences:
    - i. Charlie Bradford SE District Water Oper School 3/13-15-19 Rochester \$160

#### B. VISITORS TO THE COUNCIL

1. Mike Marti – Stone Ridge Storm Pond
2. Kyle Haemig – CMPAS

#### C. PUBLIC FORUM

- May not be used to continue discussion on an agenda item that already had been held as a public hearing.
- This section is limited to 15 minutes and each speaker is limited to 4 minutes.
- Speakers not heard will be first to present at the next Council meeting.
- Speakers will only be recognized once.
- Matters under negotiation, litigation or related to personnel will not be discussed.
- Questions posed by a speaker will generally be responded to in writing.
- Speakers will be required to state their name and their address for the record.

#### D. PUBLIC HEARING

#### E. COMMITTEE REPORT

1. Planning Commission
  - a. Hoisington Koegler Group Proposal
  - b. CUP for Nursery
  - c. Preliminary Plat for Thompson Addition
  - d. Preliminary Plat for Stone Ridge 2<sup>nd</sup> Subdivision
  - e. Variance for Casey's Sign

#### F. OLD BUSINESS

#### G. NEW BUSINESS

1. Approve Annual Distribution Report

**H. MAYOR'S REPORT**

1. Summary of Council Work Session

**I. ADMINISTRATORS REPORT**

**J. ENGINEER'S REPORT**

**K. PERSONNEL**

1. Water/Wastewater Operator
2. Personnel Handbook
  - a. KFD Standard Operating Guidelines
  - b. 2016 Seasonal Employee Handbook

**L. ATTORNEY**

1. Closed Session – Litigation Strategy

**M. CORRESPONDENCE**

1. Email with links to GIS maps and FEMA maps
2. MnDOT Hwy 14 Expansion Meeting, March 19
3. February Police Stats
4. Department Head Meeting Notes
5. 2019 Treatment Facility Awards

**N. ADJOURN**

Please go to [www.cityofkasson.com](http://www.cityofkasson.com) for full video

**KASSON CITY COUNCIL REGULAR MEETING MINUTES  
February 27, 2019**

Pursuant to due call and notice thereof, a regular City Council meeting was held at City Hall on the 27th day of February, 2019 at 6:00 P.M.

**THE FOLLOWING MEMBERS WERE PRESENT:** Eggler, Ferris, McKern and Zelinske

**THE FOLLOWING MEMBERS WERE ABSENT:** Burton

**THE FOLLOWING WERE ALSO PRESENT:** City Administrator Coleman, City Clerk Rappe, City Engineer Theobald, City Attorney Melanie Leth, Finance Director Nance Zaworski, Alex Malm and Heather Holmes

**PLEDGE OF ALLIEGENCE**

**APPROVE AGENDA**

**Motion to Approve the Agenda made by Councilperson Eggler, second by Councilperson Zelinske with All Voting Aye.**

**CONSENT AGENDA**

Minutes from February 13, 2019

Claims processed after the February 13, 2019 regular meeting, as audited for payment in the amount of \$552,060.48

Resolution Accepting Donation to Promote Positive Police/Community Interaction Initiative

***Resolution #2.5-19***

***Resolution Accepting Donations to Promote Positive Police/Community Interaction Initiative  
(on file)***

Intoxicating Liquor Licenses & Sunday Liquor

American Legion Post #333

Daniel's – ***conditional approval***

Events by Saker

Pete's Repeat

3.2% Malt Liquor on sale; Wine on sale with Strong Beer Authorization

Misplaced Magnolia – ***conditional approval***

3.2% Malt Liquor off Sale

Kwik Trip #619

Refuse Hauler Licenses

Advanced Disposal Services – ***conditional approval***

Hometown Haulers LLC

Skjeveland Enterprises

City Council Meeting Minutes February 27, 2019  
Waste Management of Rochester – ***conditional approval***

Conferences:

Theresa Coleman      AAPA CEO Roundtable      Phoenix, AZ      4/14-16      \$0

**Motion to Approve the Consent Agenda as amended made by Councilperson Ferris, second by Councilperson Egler with All Voting Aye.**

**VISITORS TO THE COUNCIL**

**Journey to Growth – Resolution in Support of the Venture SE Minnesota Diversification Revolving Loan Program Bill** – Heather Holmes was in attendance from Journey to Growth and went through how the fund was created and how to keep this going.

***Resolution #2.6-19***

***Resolution In Support of the Venture SE Minnesota Diversification Revolving Loan Program Bill  
(on file)***

**Motion to Approve the Resolution made by Councilperson Egler, second by Councilperson Ferris with All Voting Aye.**

**PUBLIC FORUM**

**PUBLIC HEARING**

**COMMITTEE REPORT**

**OLD BUSINESS**

**NEW BUSINESS**

**Distribution from CMPAS** – Administrator Coleman stated that the CMPAS group, to which the City belongs, had an investment that was sold last year and the decision was to split the profit between the 12 members and that was \$166,667 each. Coleman suggested using this money to purchase electric territory from Xcel. There are other ways to use this money and no decision needed to be made tonight until we find out what the numbers for acquisition are.

**Resolution Approving and Authorizing the Submission of a Grant Application Through the Minnesota Department of Natural Resources for the Local Trail Connection Program** – There is an opportunity to apply for grant money to pave the part of the trail that is on the north side of the Methodist church and on the south side of Marti's Subdivision.

***Resolution #2.7-19***

***Resolution Approving and Authorizing the Submission of a Grant Application Through the Minnesota Department of Natural Resources for the Local Trail Connection Program  
(on file)***

**Motion to Approve the Resolution made by Councilperson Egler, second by Councilperson Zelinske with All Voting Aye.**

**MAYOR'S REPORT**

The Mayor thanked the public works department for their hard work and lack of sleep, and all emergency services people who have had extra challenges this week.

The Mayor asked Finance Director Zaworski for an update on where we are concerning the budget with snow and overtime at the next meeting.

Mayor McKern stated that we need to be prepared for this melting this spring. Maybe put something in the newsletter. Engineer Theobald stated that the citizens can look at the parcel map on the Dodge County website will show homeowners approximate property lines and contours and drainage easements.

**ADMINISTRATORS REPORT**

**ENGINEER'S REPORT**

**PERSONNEL**

**Water/Wastewater Operator Position** - there is not a recommendation from the public works department to retain the probationary employee. They had a meeting with Manpower today and there should be a contract to be considered at the next City Council meeting.

**ATTORNEY**

**Closed Session – Litigation Update**

Meeting closed at 6:22pm

Meeting opened 6:35pm - The Mayor stated the City Attorney updated the Council on the litigation, there is no action at this time.

**CORRESPONDENCE**

**ADJOURN 6:36PM**

**Motion to Adjourn made by Councilperson Egger, second by Councilperson Ferris with all voting Aye to Adjourn.**

**ATTEST:**

---

Linda Rappe, City Clerk

---

Chris McKern, Mayor

## SIGNATURE PAGE

THE ATTACHED LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED  
FOR PAYMENT.

THIS INCLUDES WARRANT NUMBERS:

#1 - #5 + adj.

GRAND TOTAL SUBMITTED FOR PAYMENT \$ \_\_\_\_\_

DATE APPROVED: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# 1 7162.10

# 2 22,160.54

# 3 13,387.09

# 4 415.63

# 5 105,302.41

Credits -  
misc VOIDS (1,310.02)

147,117.75

02/28/19  
07:46:11

CITY OF KASSON  
Claim Approval List  
For the Accounting Period: 2/19  
For Pay Date: 02/28/19

Page: 1 of 2  
Report ID: AP100V

\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
30838		2023 BRADFORD, CHARLES	119.69					
		LIQ STORE MKTG	119.69			609 976 4976	343	1010
		Total for Vendor:	119.69					
30839		5098 CARDMEMBER SERVICE	311.42					
		01/04/19 KASSON CHAMBER	50.00			211 550 4550	334	1010
		01/15/19 BOOKS	26.84			211 550 4550	219	1010
		01/24/19 INK	16.10			211 550 4550	210	1010
		01/28/19 RECEIPT PAPER	18.49			211 550 4550	210	1010
		02/01/19 VACUUM	199.99			211 550 4550	210	1010
		Total for Vendor:	311.42					
		*** Claim from another period (12/18) ****						
30840		214 HOUSTON'S GARDEN & GIFT	257.64					
		297563 CHRISTMAS FRASIERS	182.49			609 976 4976	343	1010
		161911 GAZEBO TREE	75.15			101 522 4522	210	1010
		Total for Vendor:	257.64					
		*** Claim from another period (12/18) ****						
30841		3168 MN DEPT OF NATURAL RESOURCES-OMB	840.60					
		1968-1609 01/28/19 2018 WATER USE	840.60			601 943 4943	210	1010
		Total for Vendor:	840.60					
30842		4547 NELSON, JARROD	139.37					
		02/20/19 MILEAGE- LDRSHP TRAINNG	106.72			604 959 4959	333	1010
		02/20/19 MEALS- LDRSHP TRAINNG	32.65			604 959 4959	333	1010
		Total for Vendor:	139.37					
30843		2509 PLETTA, CATHY	65.65					
		LIQ STORE MKTG	65.65			609 976 4976	343	1010
		Total for Vendor:	65.65					
		*** Claim from another period (12/18) ****						
30845		5838 SCHWICKERT'S TECTA AMERICA LLC	3,763.98					
		REPAIRS	2,509.44			211 550 4550	400	1010
		REPAIRS	1,254.54			211 1151		1010
		Total for Vendor:	3,763.98					

02/28/19  
07:46:11

CITY OF KASSON  
Claim Approval List  
For the Accounting Period: 2/19  
For Pay Date: 02/28/19

Page: 2 of 2  
Report ID: AP100V

\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
30844		3850 SOUTHERN GLAZER'S OF MN	1,663.75					
	1780318add	02/13/19 LIQUOR	233.40			609 975 4975	251	1010
	1787611	02/20/19 FREIGHT	1.55			609 975 4975	335	1010
	1787612	02/20/19 LIQUOR	1,267.55			609 975 4975	251	1010
	1787612	02/20/19 WINE	138.00			609 975 4975	251	1010
	1787612	02/20/19 FREIGHT	23.25			609 975 4975	335	1010
Total for Vendor:			1,663.75					
# of Claims			8	Total:	7,162.10			

(didn't run Fund  
Dist. Page - 913)

See Signature page



03/05/19  
12:18:57

CITY OF KASSON  
Claim Approval List  
For the Accounting Period: 3/19  
For Pay Date: 03/05/19

#2  
Page: 1 of 4  
Report ID: AP100V

\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
30851		5566 AXON ENTERPRISE INC	1,156.00					
	SI-1575982	02/13/19 BATTERY CARTRIDGES	1,156.00			101 210 4210	210	1010
		Total for Vendor:	1,156.00					
30852		203 BAKER & TAYLOR INC	338.09					
	2034319086	02/04/19 BOOKS	55.02			211 550 4550	218	1010
	2034320086	02/05/19 BOOKS	184.40			211 550 4550	218	1010
	2034344399	02/15/19 BOOKS	28.72			211 550 4550	218	1010
	2034344531	02/15/19 BOOKS	69.95			211 550 4550	218	1010
		Total for Vendor:	338.09					
30846		5158 BATTERIES PLUS BULBS	90.00					
	P10254082	01/08/19 BATTERIES	90.00			101 220 4220	210	1010
		Total for Vendor:	90.00					
30853		5667 CINTAS	156.64					
	4016613439	02/13/19 MATS-LIQ STORE	78.32			609 979 4979	410	1010
	4017369096	02/27/19 MATS-LIQ STORE	78.32			609 979 4979	410	1010
		Total for Vendor:	156.64					
30854		2381 CUSTOM COMMUNICATIONS INC	94.50					
	420410	02/11/19 MONITOR SECURITY 3/1-5/31	94.50			211 550 4550	430	1010
		Total for Vendor:	94.50					
30855		17 EDGAR TRUCKING	40.25					
	24552	01/03/19 FREIGHT	40.25			609 975 4975	335	1010
		Total for Vendor:	40.25					
30856		5678 FURTHER	248.40					
	1321240	02/09/19 JAN PARTICIPANT FEES	124.20			101 140 4140	440	1010
	1321240	02/09/19 FEB PARTICIPANT FEES	124.20			101 140 4140	440	1010
		Total for Vendor:	248.40					

03/05/19  
12:18:57

CITY OF KASSON  
Claim Approval List  
For the Accounting Period: 3/19  
For Pay Date: 03/05/19

Page: 2 of 4  
Report ID: AP100V

\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
30848		56 GILLETTE PEPSI ROCHESTER	357.61					
	9327713	01/08/19 POP FOR RESALE-ARENA	136.25			606 516 4516	261	1010
	9334826	02/12/19 POP FOR RESALE-ARENA	221.36			606 516 4516	261	1010
		Total for Vendor:	357.61					
30857		28 GRAYBAR ELECTRIC	496.10					
	9308394695	01/30/19 HUBBELL LIGHTING	496.10			602 947 4947	220	1010
		Total for Vendor:	496.10					
30847		4223 JASON WILKER RETAINING WALLS &	17,772.00					
	4071	07/31/18 TREES 2017 STRT RECONS PROJECT	17,772.00*			423 311 4311	430	1010
		Total for Vendor:	17,772.00					
30850		926 MN CRIME PREVENTION ASSN	50.00					
	DUES-LINDGREN		50.00			101 210 4210	334	1010
		Total for Vendor:	50.00					
30849		3988 RINK SYSTEMS INC	135.92					
	073059	10/31/18 EDGER	135.92			606 516 4516	210	1010
		Total for Vendor:	135.92					
30858		64 SELCO	1,225.03					
	45947	02/06/19 FEB AUTOMATION-PC	1,404.37			211 550 4550	309	1010
	45947	02/06/19 PATRON LATE FEES	-190.03			211 550 3513		1010
	46051	02/15/19 BARCODES	10.69			211 550 4550	210	1010
		Total for Vendor:	1,225.03					
		# of Claims	13	Total:	22,160.54			

03/05/19  
12:18:58

CITY OF KASSON  
Fund Summary for Claims  
For the Accounting Period: 3/19

Page: 3 of 4  
Report ID: AP110

Fund/Account	Amount
101 General Fund	
1010 CASH-OPERATING	\$1,544.40
211 Library Fund	
1010 CASH-OPERATING	\$1,657.62
423 3rd,4th 5th Av 2017 Street Assessment	
1010 CASH-OPERATING	\$17,772.00
602 Sewer Fund	
1010 CASH-OPERATING	\$496.10
606 ICE ARENA	
1010 CASH-OPERATING	\$493.53
609 Liquor Fund	
1010 CASH-OPERATING	\$196.89
Total:	\$22,160.54

03/05/19  
12:18:58

CITY OF KASSON  
Claim Approval Signature Page  
For the Accounting Period: 3/19

Page: 4 of 4  
Report ID: AP100A

CITY OF KASSON  
401 5TH STREET SE  
KASSON, MN 55944-2204

The claim batch dated \_\_\_\_\_ are approved for payment.

APPROVED \_\_\_\_\_ Council Member

\_\_\_\_\_ Council Member

#3

03/08/19  
09:26:17

CITY OF KASSON  
Claim Approval List  
For the Accounting Period: 2/19  
For Pay Date: 02/28/19

Page: 1 of 3  
Report ID: AP100V

\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
30909		5841 ALS PROPERTIES	13,347.09					
		REFUND STREET LIGHTS	12,488.40			604 957 3740		1010
		REFUND 2018 TAX ON STREET LIGH	858.69			604 2025		1010
		Total for Vendor:	13,347.09					
30910	E	5691 FURTHER-FSA	48.14					
		FLEX REIMBURSEMENT	48.14			101 2177		1010
		Total for Vendor:	48.14					
30911	E	3785 I.R.S.	142.98					
		STD SS MATCH SHAFER-GOTTSCALK	115.89			211 550 4550	122	1010
		STD MCARE MATCH SHAFER-GOTTS	27.09			211 550 4550	123	1010
		Total for Vendor:	142.98					
30908		5601 MWOA SOUTHEAST SECTION	40.00					
		02/01/19 VOSEN-REGISTRATION	20.00			602 947 4947	333	1010
		02/01/19 BRADFORD-REGISTRATION	20.00			602 947 4947	333	1010
		Total for Vendor:	40.00					
		# of Claims	4	Total:	13,578.21			
		Total Electronic Claims			191.12			
		Total Non-Electronic Claims			13387.09			

03/08/19  
09:26:18

CITY OF KASSON  
Fund Summary for Claims  
For the Accounting Period: 2/19

Page: 2 of 3  
Report ID: AP110

Fund/Account	Amount
101 General Fund	
1010 CASH-OPERATING	\$48.14
211 Library Fund	
1010 CASH-OPERATING	\$142.98
602 Sewer Fund	
1010 CASH-OPERATING	\$40.00
604 Electric Fund	
1010 CASH-OPERATING	\$13,347.09
Total:	\$13,578.21

03/08/19  
09:26:18

CITY OF KASSON  
Claim Approval Signature Page  
For the Accounting Period: 2/19

Page: 3 of 3  
Report ID: AP100A

CITY OF KASSON  
401 5TH STREET SE  
KASSON. MN 55944-2204

The claim batch dated \_\_\_\_\_ are approved for payment.

*See Signature Page*

APPROVED \_\_\_\_\_ Council Member  
\_\_\_\_\_ Council Member

03/08/19  
10:03:01

CITY OF KASSON  
Claim Approval List  
For the Accounting Period: 3/19  
For Pay Date: 03/08/19

#4  
Page: 1 of 3  
Report ID: AP100V

\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/	Document \$/	Disc \$					Cash
		Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object Proj	Account	
*** Claim from another period ( 2/19) ****									
30710		5829 BOLLUM, BRAD	116.20						
	1017-02	01/25/19 RL/WA MTR DEP REFUND AFT APPL	116.20			604 2212		1010	
		Total for Vendor:	116.20						
*** Claim from another period ( 2/19) ****									
30711		5830 MORAN, AUTUMN	83.86						
	1373-14	01/25/19 RL MTR DEP REFUND AFT APPL TO	83.86			604 2212		1010	
		Total for Vendor:	83.86						
*** Claim from another period ( 2/19) ****									
30712		5831 NEESER, HERBERT	102.10						
	0914-06	01/25/19 RL MTR DEP REFUND AFT APPL TO	102.10			604 2212		1010	
		Total for Vendor:	102.10						
*** Claim from another period ( 2/19) ****									
30714		5833 WENDLER, DOROTHY	113.47						
	1862-06	01/25/19 RL MTR DEP REFUND AFT APPL TO	113.47			604 2212		1010	
		Total for Vendor:	113.47						
		# of Claims	4	Total:				415.63	



03/08/19  
10:03:02

CITY OF KASSON  
Fund Summary for Claims  
For the Accounting Period: 3/19

Page: 2 of 3  
Report ID: AP110

Fund/Account	Amount
604 Electric Fund	
1010 CASH-OPERATING	\$415.63
Total:	\$415.63

03/08/19  
10:03:02

CITY OF KASSON  
Claim Approval Signature Page  
For the Accounting Period: 3/19

Page: 3 of 3  
Report ID: AP100A

CITY OF KASSON  
401 5TH STREET SE  
KASSON, MN 55944-2204

The claim batch dated See signature page are approved for payment.

APPROVED \_\_\_\_\_ Council Member

\_\_\_\_\_ Council Member

03/08/19  
11:59:45

CITY OF KASSON  
Claim Approval List  
For the Accounting Period: 3/19  
For Pay Date: 03/14/19

Page: 1 of 13  
Report ID: AP100V

\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
30859		2438 ADAIR ELECTRIC CO	50.00					
	3015	02/22/19 REPLACE ALARM PANEL BATTERY	50.00			609 979 4979	400	1010
		Total for Vendor:	50.00					
30860		5049 ARTISAN BEER COMPANY	65.20					
	3325999	02/19/19 BEER	65.20			609 975 4975	252	1010
		Total for Vendor:	65.20					
30861		7 B & B TRANSFORMER INC	3,058.76					
	25039	02/22/19 1 PAD MT TRANSFORMER	3,058.76			604 957 4957	270	1010
		Total for Vendor:	3,058.76					
30862		1012 BELLBOY CORPORATION	1,541.51					
	68453100	02/21/19 LIQUOR	1,517.51			609 975 4975	251	1010
	68453100	02/21/19 FREIGHT	24.00			609 975 4975	335	1010
		Total for Vendor:	1,541.51					
30863		2730 BOBCAT OF ROCHESTER	29.16					
	0061616-74	02/26/19 ARM/WIPER	29.16			101 312 4312	220	1010
		Total for Vendor:	29.16					
30864		5239 BREAKTHRU BEVERAGE MN WINE &	2,454.37					
	1080931654	02/20/19 LIQUOR	949.94			609 975 4975	251	1010
	1080931654	02/20/19 WINE	264.00			609 975 4975	251	1010
	1080931654	02/20/19 MIXES	30.00			609 975 4975	254	1010
	1080931654	02/20/19 FREIGHT	17.42			609 975 4975	335	1010
	1080934521	02/27/19 LIQUOR	875.75			609 975 4975	251	1010
	1080934521	02/27/19 WINE	280.00			609 975 4975	251	1010
	1080934521	02/27/19 MIXES	22.00			609 975 4975	254	1010
	1080934521	02/27/19 FREIGHT	15.26			609 975 4975	335	1010
		Total for Vendor:	2,454.37					
30865		3385 CANNON RIVER WINERY	521.40					
	6404	02/22/19 WINE	521.40			609 975 4975	251	1010
		Total for Vendor:	521.40					

03/08/19  
11:59:45

CITY OF KASSON  
Claim Approval List  
For the Accounting Period: 3/19  
For Pay Date: 03/14/19

Page: 2 of 13  
Report ID: AP100V

\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
30866		4238 CINTAS CORP	67.39					
	8404032336	02/22/19 RESTOCK 1ST AID	13.48			101 920 4920	433	1010
	8404032336	02/22/19 RESTOCK 1ST AID	13.48			601 943 4943	433	1010
	8404032336	02/22/19 RESTOCK 1ST AID	13.48			602 948 4948	433	1010
	8404032336	02/22/19 RESTOCK 1ST AID	13.48			604 957 4957	433	1010
	8404032336	02/22/19 RESTOCK 1ST AID	13.47			605 963 4963	433	1010
		Total for Vendor:	67.39					
30867		30 CMS OF ROCHESTER	3,020.92					
	19-216	02/28/19 KA BLDG-MILEAGE	238.38			101 240 4240	331	1010
	19-216	02/28/19 KA BLDG-INSPECTION	2,782.54			101 240 4240	444	1010
		Total for Vendor:	3,020.92					
30912		5224 COLEMAN, THERESA	117.20					
	ROOM-	LMC EXP OFFIC	117.20			101 140 4140	332	1010
		Total for Vendor:	117.20					
30868		5771 DASH MEDICAL GLOVES	71.90					
	1141888	02/20/19 NITRILE GLOVES	71.90			101 210 4210	370	1010
		Total for Vendor:	71.90					
30869		3314 DECKLEVER MECHANICAL INC	1,548.72					
	218000548	02/28/19 SERVICE SYSTEM-DEC	1,548.72			606 516 4516	400	1010
		Total for Vendor:	1,548.72					
30907		5156 DODGE COUNTY INDEPENDENT/DODGE	67.50					
	5950	02/28/19 P.C. HEARING NOTICE	67.50			101 191 4191	351	1010
		Total for Vendor:	67.50					
30913		5813 ENTERPRISE FM TRUST	802.88					
	FBN3665025	03/05/19 MAINT CARDS	40.00			101 210 4210	430	1010
	FBN3665025	03/05/19 MAINT CARDS	15.00			101 220 4220	430	1010
	FBN3665025	03/05/19 MAINT CARDS	15.00			101 310 4310	430	1010
	FBN3665025	03/05/19 MAINT CARDS	12.50			101 522 4522	430	1010
	FBN3665025	03/05/19 MAINT CARDS	12.50			601 944 4944	430	1010
	FBN3665025	03/05/19 MAINT CARDS	7.50			602 949 4949	430	1010

03/08/19  
11:59:45

CITY OF KASSON  
Claim Approval List  
For the Accounting Period: 3/19  
For Pay Date: 03/14/19

Page: 3 of 13  
Report ID: AP100V

\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
		FBN3665025 03/05/19 MAINT CARDS	15.00			604 959 4959	430	1010
		FBN3665025 03/05/19 MAINT CARDS	2.50			605 964 4964	430	1010
		FBN3665025 03/05/19 LEASE	277.59*			101 680 4310	550	1010
		FBN3665025 03/05/19 LEASE	42.45*			101 680 4310	611	1010
		FBN3665025 03/05/19 LEASE	157.35*			601 710 4710	601	1010
		FBN3665025 03/05/19 LEASE	24.07			601 710 4710	611	1010
		FBN3665025 03/05/19 LEASE	157.35			602 710 4710	601	1010
		FBN3665025 03/05/19 LEASE	24.07			602 710 4710	611	1010
		Total for Vendor:	802.88					
30914		5842 FERRIS, MELISA	104.22					
		ROOM- IMC NEW OFFICIAL	104.22			101 111 4111	333	1010
		Total for Vendor:	104.22					
30870		5242 GOPHER STATE ONE CALL	18.90					
		9021043 02/28/19 14 LOCATES FEBRUARY	18.90			604 957 4957	437	1010
		Total for Vendor:	18.90					
30871		5839 HARRIS COMPANY	70.00					
		REFUND BP -REACTIVATE	70.00			101 240 3220		1010
		Total for Vendor:	70.00					
30872		77 HAWKINS INC	8,609.36					
		4448068 02/19/19 CHLORINE/PHOS	3,014.63			601 943 4943	210	1010
		4449329 02/15/19 ALUM SUL	5,594.73			602 947 4947	211	1010
		Total for Vendor:	8,609.36					
30873		5840 HILDI INC	2,400.00					
		10422 02/19/19 ACTUARIAL-AUDIT	480.00			101 153 4153	301	1010
		10422 02/19/19 ACTUARIAL-AUDIT	432.00			601 944 4944	301	1010
		10422 02/19/19 ACTUARIAL-AUDIT	384.00			602 947 4947	301	1010
		10422 02/19/19 ACTUARIAL-AUDIT	48.00			602 949 4949	301	1010
		10422 02/19/19 ACTUARIAL-AUDIT	432.00			604 959 4959	301	1010
		10422 02/19/19 ACTUARIAL-AUDIT	96.00			605 964 4964	301	1010
		10422 02/19/19 ACTUARIAL-AUDIT	432.00			609 151 4151	301	1010
		10422 02/19/19 ACTUARIAL-AUDIT	96.00			610 984 4984	301	1010
		Total for Vendor:	2,400.00					

03/08/19  
11:59:45

CITY OF KASSON  
Claim Approval List  
For the Accounting Period: 3/19  
For Pay Date: 03/14/19

Page: 4 of 13  
Report ID: AP100V

\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
30874		5036 HOHENSTEINS INC	66.00					
	122724	02/22/19 BEER	66.00			609 975 4975	252	1010
		Total for Vendor:	66.00					
30875		2462 HOISINGTON KOEGLER GROUP INC	415.00					
	018-060-4	03/01/19 ORDINANCE REVIEW	415.00			101 191 4191	440	1010
		Total for Vendor:	415.00					
30879		5064 HOMETOWN HAULERS LLC	1,072.45					
	FEB	GARBAGE-CH	28.59			101 323 4323	430	1010
	FEB	GARBAGE-LIBRARY	46.59			101 323 4323	430	1010
	FEB	GARBAGE-WWTP	139.06			602 947 4947	430	1010
	FEB	GARBAGE-SHOP	179.91			101 323 4323	430	1010
	FEB	GARBAGE-FD	69.45			101 323 4323	430	1010
	FEB	GARBAGE-LS	50.47			101 323 4323	430	1010
	FEB	GARBAGE-PARKS	430.97			101 323 4323	430	1010
	FEB	GARBAGE-PD	30.06			101 323 4323	430	1010
	FEB	GARBAGE-ARENA	97.35			606 516 4516	430	1010
		Total for Vendor:	1,072.45					
30876		3484 J. J. TAYLOR DIST. CO. OF MN	208.90					
	2902868	02/19/19 BEER	205.90			609 975 4975	252	1010
	2902868	02/19/19 FREIGHT	3.00			609 975 4975	335	1010
		Total for Vendor:	208.90					
30877		25 JOHNSON BROTHERS LIQUOR CO	8,484.21					
	1223525	02/19/19 LIQUOR	2,038.81			609 975 4975	251	1010
	1223526	02/19/19 WINE	2,070.65			609 975 4975	251	1010
	1228837	02/26/19 LIQUOR	3,372.00			609 975 4975	251	1010
	1228838	02/26/19 WINE	1,002.75			609 975 4975	251	1010
		Total for Vendor:	8,484.21					
30878		3454 KASSON CAR CARE	350.00					
	18810	02/18/19 TOW 19-639	150.00			101 210 4210	430	1010
	18826	02/19/19 TOW 19-663	100.00			101 210 4210	430	1010
	18826	02/19/19 WINCH	100.00			101 210 4210	430	1010
		Total for Vendor:	350.00					

03/08/19  
11:59:45

CITY OF KASSON  
Claim Approval List  
For the Accounting Period: 3/19  
For Pay Date: 03/14/19

Page: 5 of 13  
Report ID: AP100V

\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
30880		362 KWIK TRIP STORES	83.85					
	02/28/19	FIRE-DIESEL FUEL	74.16			101 220 4220	212	1010
	02/28/19	CONFERENCE-FUEL-VOSEN	9.69			602 947 4947	333	1010
		Total for Vendor:	83.85					
30881		F104 L & L STREET RODS & SPORT TRUCKS	55.00					
	2597 02/21/19	REPAIR SIREN	55.00			101 210 4210	400	1010
		Total for Vendor:	55.00					
30882		157 LEAGUE OF MINNESOTA CITIES	120.00					
	289903 03/01/19	LOSS CONTROL WRKSH-PECK	20.00			101 210 4210	333	1010
	289903 03/01/19	LOSS CONTROL WRKSH-PECK	20.00			101 210 4210	333	1010
	289903 03/01/19	LOSS CONTROL WRKSH-HANSON	20.00			101 210 4210	333	1010
	289903 03/01/19	LOSS CONTROL WRKSH-REDING	20.00			101 210 4210	333	1010
	289612 02/22/19	LOSS CONTROL WRKSH-COLEMAN	20.00			101 140 4140	332	1010
	289612 02/22/19	LOSS CONTROL WRKSH-RAPP	20.00			101 140 4140	333	1010
		Total for Vendor:	120.00					
30884		5529 MANPOWER	1,319.83					
	33668135 02/24/19	WAGES THRU 2/24/2019	129.75*			101 140 4140	444	1010
	33668135 02/24/19	WAGES THRU 2/24/2019	97.31*			101 191 4191	444	1010
	33668135 02/24/19	WAGES THRU 2/24/2019	97.31*			601 944 4944	444	1010
	33668135 02/24/19	WAGES THRU 2/24/2019	97.31*			602 949 4949	444	1010
	33668135 02/24/19	WAGES THRU 2/24/2019	194.62*			604 959 4959	444	1010
	33668135 02/24/19	WAGES THRU 2/24/2019	32.43*			605 964 4964	444	1010
	33688695 03/03/19	WAGES THRU 3/3/2019	134.22*			101 140 4140	444	1010
	33688695 03/03/19	WAGES THRU 3/3/2019	100.67*			101 191 4191	444	1010
	33688695 03/03/19	WAGES THRU 3/3/2019	100.67*			601 944 4944	444	1010
	33688695 03/03/19	WAGES THRU 3/3/2019	100.67*			602 949 4949	444	1010
	33688695 03/03/19	WAGES THRU 3/3/2019	201.33*			604 959 4959	444	1010
	33688695 03/03/19	WAGES THRU 3/3/2019	33.54*			605 964 4964	444	1010
		Total for Vendor:	1,319.83					

03/08/19  
11:59:45

CITY OF KASSON  
Claim Approval List  
For the Accounting Period: 3/19  
For Pay Date: 03/14/19

Page: 6 of 13  
Report ID: AP100V

\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
30883		728 MN DEPT OF COMMERCE	748.92					
	1000041312	03/01/19 4TH QTR '19 INDIRECT ASSMN	748.92			604 1550		1010
		Total for Vendor:	748.92					
30885		376 MN DEPT OF HEALTH	3,806.00					
		CLEAN WATER ACT-SERVICE CONNEC	3,806.00			601 2080		1010
		Total for Vendor:	3,806.00					
30886		60 NORTHERN BEVERAGE DIST. CO. LL	5,749.25					
	409385	02/21/19 BEER	2,133.40			609 975 4975	252	1010
	409385	02/21/19 FREIGHT	2.00			609 975 4975	335	1010
	409682	02/28/19 BEER	3,611.85			609 975 4975	252	1010
	409682	02/28/19 FREIGHT	2.00			609 975 4975	335	1010
		Total for Vendor:	5,749.25					
30887		502 ON-SITE COMPUTERS INC	1,032.95					
	CW62440	02/28/19 DESKTOP-FIN DIRECTOR	1,032.95			101 192 4192	309	1010
		Total for Vendor:	1,032.95					
30888		23 PHILLIPS WINE & SPIRITS	3,286.60					
	2507345	02/19/19 LIQUOR	1,285.40			609 975 4975	251	1010
	2507346	02/19/19 WINE	100.00			609 975 4975	251	1010
	2507347	02/19/19 NA WINE	192.00			609 975 4975	259	1010
	2511060	02/26/19 LIQUOR	737.50			609 975 4975	251	1010
	2511061	02/26/19 WINE	971.70			609 975 4975	251	1010
		Total for Vendor:	3,286.60					
30889		3936 POMP'S TIRE SERVICE INC	671.00					
	230078684	03/01/19 REPL TIRE/MOUNT/DISMOUNT	671.00			101 312 4312	220	1010
		Total for Vendor:	671.00					
30890		396 PROLINE DIST. INC.	206.13					
	130907	02/19/19 BITS/WASHERS/NUTS	29.45			101 310 4310	220	1010
	130907	02/19/19 BITS/WASHERS/NUTS	29.45			101 312 4312	220	1010
	130907	02/19/19 BITS/WASHERS/NUTS	29.45			101 517 4517	220	1010
	130907	02/19/19 BITS/WASHERS/NUTS	29.45			601 943 4943	220	1010



03/08/19  
11:59:45

CITY OF KASSON  
Claim Approval List  
For the Accounting Period: 3/19  
For Pay Date: 03/14/19

Page: 7 of 13  
Report ID: AP100V

\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
		130907 02/19/19 BITS/WASHERS/NUTS	29.45			602 948 4948	220	1010
		130907 02/19/19 BITS/WASHERS/NUTS	29.45			604 957 4957	220	1010
		130907 02/19/19 BITS/WASHERS/NUTS	29.43			605 963 4963	220	1010
		130907 02/19/19 S T BITS/WASHERS/NUTS	2.03			604 957 4957	220	1010
		130907 02/19/19 S T BITS/WASHERS/NUTS	-2.03			604 2025		1010
		130907 02/19/19 TRAN TX BITS/WASHERS/NUTS	0.15			604 957 4957	220	1010
		130907 02/19/19 TRAN TX BITS/WASHERS/NUTS	-0.15			604 2026		1010
		Total for Vendor:	206.13					
30891		5022 R & B FOODS, LLC	45.00					
	6100 02/22/19 MIXES		45.00			609 975 4975	254	1010
		Total for Vendor:	45.00					
30892		780 RAPPE, LINDA	377.99					
	RAPPE- IIMC ANNUAL MTG FLIGHT		377.99			101 140 4140	333	1010
		Total for Vendor:	377.99					
30893		2005 RESERVE ACCOUNT	500.00					
	22870844-1 03/04/19 POSTAGE METER REFILL		140.00			101 140 4140	325	1010
	22870844-1 03/04/19 POSTAGE METER REFILL		15.00			101 210 4210	325	1010
	22870844-1 03/04/19 POSTAGE METER REFILL		15.00*			101 310 4310	325	1010
	22870844-1 03/04/19 POSTAGE METER REFILL		15.00			101 510 4510	325	1010
	22870844-1 03/04/19 POSTAGE METER REFILL		15.00			290 650 4650	325	1010
	22870844-1 03/04/19 POSTAGE METER REFILL		20.00			601 944 4944	325	1010
	22870844-1 03/04/19 POSTAGE METER REFILL		20.00			602 949 4949	325	1010
	22870844-1 03/04/19 POSTAGE METER REFILL		100.00			604 959 4959	325	1010
	22870844-1 03/04/19 POSTAGE METER REFILL		15.00			605 963 4963	325	1010
	22870844-1 03/04/19 POSTAGE METER REFILL		10.00			606 516 4516	210	1010
	22870844-1 03/04/19 POSTAGE METER REFILL		10.00			610 984 4984	210	1010
	22870844-1 03/04/19 POSTAGE METER REFILL		100.00			609 976 4976	210	1010
	22870844-1 03/04/19 POSTAGE METER REFILL		15.00*			877 100 4000	430	1010
	22870844-1 03/04/19 POSTAGE METER REFILL		10.00			211 550 4550	210	1010
		Total for Vendor:	500.00					

03/08/19  
11:59:45

CITY OF KASSON  
Claim Approval List  
For the Accounting Period: 3/19  
For Pay Date: 03/14/19

Page: 8 of 13  
Report ID: AP100V

\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
30894		63 SCHOTT DIST CO INC	11,404.78					
	343509	02/21/19 BEER	3,649.70			609 975 4975	252	1010
	343509	02/21/19 NA BEVERAGE	48.00			609 975 4975	254	1010
	344163	02/28/19 BEER	7,605.08			609 975 4975	252	1010
	344163	02/28/19 NA BEVERAGE	102.00			609 975 4975	254	1010
		Total for Vendor:	11,404.78					
30895		2672 SEACHANGE PRINT INNOVATIONS	86.06					
	505700	02/27/19 GEN LICENSE & LIQ LICENSE	86.06			101 140 4140	210	1010
		Total for Vendor:	86.06					
30896		3850 SOUTHERN GLAZER'S OF MN	661.47					
	1790120	02/27/19 LIQUOR	606.17			609 975 4975	251	1010
	1790120	02/27/19 WINE	46.00			609 975 4975	251	1010
	1790120	02/27/19 FREIGHT	9.30			609 975 4975	335	1010
		Total for Vendor:	661.47					
30897		498 TEIGEN PAPER & SUPPLY INC	237.31					
	350542	02/20/19 T TISSUE	74.18			606 516 4516	210	1010
	351091	03/04/19 NITRILE GLOVES/T TISSUE	58.30			101 140 4140	210	1010
	351088	03/04/19 FOLD TOWELS/RLL TWLS/GLOVES	14.98			101 310 4310	210	1010
	351088	03/04/19 FOLD TOWELS/RLL TWLS/GLOVES	14.98			101 312 4312	210	1010
	351088	03/04/19 FOLD TOWELS/RLL TWLS/GLOVES	14.98			101 517 4517	210	1010
	351088	03/04/19 FOLD TOWELS/RLL TWLS/GLOVES	14.98			601 943 4943	210	1010
	351088	03/04/19 FOLD TOWELS/RLL TWLS/GLOVES	14.98			602 948 4948	210	1010
	351088	03/04/19 FOLD TOWELS/RLL TWLS/GLOVES	14.98			604 957 4957	210	1010
	351088	03/04/19 FOLD TOWELS/RLL TWLS/GLOVES	14.95			605 963 4963	210	1010
	351088	03/04/19 S T FOLD TOWELS/RLL TWLS/GLOV	1.03			604 957 4957	210	1010
	351088	03/04/19 S T FOLD TOWELS/RLL TWLS/GLOVE	-1.03			604 2025		1010
	351088	03/04/19 TRAN TX FOLD TOWELS/RLL TWLS/G	0.08			604 957 4957	210	1010
	351088	03/04/19 TRAN TX FOLD TOWELS/RLL TWLS/G	-0.08			604 2026		1010
		Total for Vendor:	237.31					

03/08/19  
11:59:45

CITY OF KASSON  
Claim Approval List  
For the Accounting Period: 3/19  
For Pay Date: 03/14/19

Page: 9 of 13  
Report ID: AP100V

\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
30898		123 THRONDSO OIL & LP GAS CO	3,907.20					
	343697	02/26/19 P DIESEL/#1 DIESEL	1,003.20			101 310 4310	210	1010
	343697	02/26/19 P DIESEL/#1 DIESEL	1,003.20			101 312 4312	210	1010
	343697	02/26/19 P DIESEL/#1 DIESEL	125.40			601 943 4943	210	1010
	343697	02/26/19 P DIESEL/#1 DIESEL	125.40			602 948 4948	210	1010
	343697	02/26/19 P DIESEL/#1 DIESEL	125.40			604 957 4957	210	1010
	343697	02/26/19 P DIESEL/#1 DIESEL	125.40			605 963 4963	210	1010
	343697	02/26/19 S T P DIESEL/#1 DIESEL	8.62			604 957 4957	210	1010
	343697	02/26/19 S T P DIESEL/#1 DIESEL	-8.62			604 2025		1010
	343697	02/26/19 TRAN TX P DIESEL/#1 DIESEL	0.63			604 957 4957	210	1010
	343697	02/26/19 TRAN TX P DIESEL/#1 DIESEL	-0.63			604 2026		1010
	343753	02/27/19 P DIESEL/#1 DIESEL	316.80			101 310 4310	210	1010
	343753	02/27/19 P DIESEL/#1 DIESEL	316.80			101 312 4312	210	1010
	343753	02/27/19 P DIESEL/#1 DIESEL	39.60			601 943 4943	210	1010
	343753	02/27/19 P DIESEL/#1 DIESEL	39.60			602 948 4948	210	1010
	343753	02/27/19 P DIESEL/#1 DIESEL	39.60			604 957 4957	210	1010
	343753	02/27/19 P DIESEL/#1 DIESEL	39.60			605 963 4963	210	1010
	343753	02/27/19 S T P DIESEL/#1 DIESEL	2.72			604 957 4957	210	1010
	343753	02/27/19 S T P DIESEL/#1 DIESEL	-2.72			604 2025		1010
	343753	02/27/19 TRAN TX P DIESEL/#1 DIESEL	0.20			604 957 4957	210	1010
	343753	02/27/19 TRAN TX P DIESEL/#1 DIESEL	-0.20			604 2026		1010
	343754	02/27/19 P DIESEL/#1 DIESEL	242.88			101 310 4310	210	1010
	343754	02/27/19 P DIESEL/#1 DIESEL	242.88			101 312 4312	210	1010
	343754	02/27/19 P DIESEL/#1 DIESEL	30.36			601 943 4943	210	1010
	343754	02/27/19 P DIESEL/#1 DIESEL	30.36			602 948 4948	210	1010
	343754	02/27/19 P DIESEL/#1 DIESEL	30.36			604 957 4957	210	1010
	343754	02/27/19 P DIESEL/#1 DIESEL	30.36			605 963 4963	210	1010
	343754	02/27/19 P DIESEL/#1 DIESEL	2.09			604 957 4957	210	1010
	343754	02/27/19 S T P DIESEL/#1 DIESEL	-2.09			604 2025		1010
	343754	02/27/19 TRAN TX P DIESEL/#1 DIESEL	0.15			604 957 4957	210	1010
	343754	02/27/19 TRAN TX P DIESEL/#1 DIESEL	-0.15			604 2026		1010
		Total for Vendor:	3,907.20					

03/08/19  
11:59:45

CITY OF KASSON  
Claim Approval List  
For the Accounting Period: 3/19  
For Pay Date: 03/14/19

Page: 10 of 13  
Report ID: AP100V

\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
30899		939 USA BLUEBOOK	712.64					
	820937	02/22/19 PIPETS/WIPES	712.64			602 947 4947	210	1010
		Total for Vendor:	712.64					
30900		71 UTILITY CONSULTANTS INC	2,182.00					
	100861	02/27/19 CBOD/TSS/FECAL COLIF	1,927.50			602 947 4947	440	1010
	100893	02/27/19 CBOD/TSS-MANTORVILLE	254.50			602 947 4947	440	1010
		Total for Vendor:	2,182.00					
30906		3382 VERIZON WIRELESS	2,987.94					
	1382469	03/01/19 CELL TELEPHONE TO BE SPLIT	2,987.94*			101 140 4140	430	1010
		Total for Vendor:	2,987.94					
30901		5047 WATERVILLE FOOD & ICE INC	95.51					
	05-909276	02/28/19 ICE-LIQUOR STORE	95.51			609 975 4975	257	1010
		Total for Vendor:	95.51					
30902		637 WEBER, LETH & WOESSNER PLC	5,698.80					
	02/28/19	3.0 HRS LEGAL-COUNCIL	435.00			101 111 4111	304	1010
	02/28/19	.5 LEGAL P & Z THOMPSON	72.50			101 191 4191	304	1010
	02/28/19	9.3 LEGAL P & Z WILKER	1,295.30			101 191 4191	304	1010
	02/28/19	20.7 LEGAL ADMIN	2,973.50			101 160 4160	304	1010
	02/28/19	3.1 LEGAL P & Z CARLSEN	400.50			101 191 4191	304	1010
	02/28/19	2.9 LEGAL CEMETERY DEVELOP	420.50			101 191 4191	304	1010
	02/28/19	.5 LEGAL DUPLEX	72.50			101 1151		1010
	02/28/19	.2 LEGAL LIBRARY	14.50			211 550 4550	304	1010
	02/28/19	.2 LEGAL TH 57	14.50*			424 311 4311	304	1010
30903		637 WEBER, LETH & WOESSNER PLC	2,899.00					
	02/28/19	FEB '19 24.7 LEGAL PD	2,899.00			101 160 4160	304	1010
		Total for Vendor:	8,597.80					
30905		5818 WEX Bank	2,381.25					
	01/23/19	160.12 GAL	321.60			604 957 4957	212	1010
	01/23/19	72.94 GAL	139.74			101 522 4522	212	1010
	01/23/19	647.91 GAL	1,292.06			101 210 4210	212	1010

03/08/19  
11:59:45

CITY OF KASSON  
Claim Approval List  
For the Accounting Period: 3/19  
For Pay Date: 03/14/19

Page: 11 of 13  
Report ID: AP100V

\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
		01/23/19 97.48 GAL	197.26			101 310 4310	212	1010
		01/23/19 51.50 GAL	236.53			601 943 4943	212	1010
		01/23/19 196.00 GAL	155.90			602 948 4948	212	1010
		01/23/19 19.91 GAL unassigned	38.16			101 310 4310	212	1010
		Total for Vendor:	2,381.25					
30904		5182 WHKS & CO.	18,813.28					
	38831	02/19/19 GIS BASEMAP UPDATES	600.00			101 196 4196	303	1010
	38831	02/19/19 MN DOT STATE AID MTGS	330.00			101 311 4311	303	1010
	38826	02/19/19 16TH ST/HWY 57 INTERSECTION	4,833.28			101 311 4311	303	1010
	38831	02/19/19 16TH ST NW EXTENSION	165.00*			426 196 4196	303	1010
	38828	02/19/19 16TH ST NE IMPROVEMENTS	12,480.00*			412 311 4311	303	1010
	38831	02/19/19 REED BEDS BIOSOLIDS ASSISTANCE	405.00			602 947 4947	303	1010
		Total for Vendor:	18,813.28					
30915		2427 XCEL ENERGY	16.70					
	628565880	03/04/19 UTIL SERVC- NW LIFT STN 2/3	16.70			602 948 4948	380	1010
		Total for Vendor:	16.70					
		# of Claims	53	Total:	105,302.41			

03/08/19  
11:59:45

CITY OF KASSON  
Fund Summary for Claims  
For the Accounting Period: 3/19

Page: 12 of 13  
Report ID: AP110

Fund/Account	Amount
101 General Fund	
1010 CASH-OPERATING	\$31,346.66
211 Library Fund	
1010 CASH-OPERATING	\$24.50
290 Economic Development	
1010 CASH-OPERATING	\$15.00
412 16th Street NE	
1010 CASH-OPERATING	\$12,480.00
424 Hwy 57	
1010 CASH-OPERATING	\$14.50
426 16th St NW	
1010 CASH-OPERATING	\$165.00
601 Water Fund	
1010 CASH-OPERATING	\$8,154.33
602 Sewer Fund	
1010 CASH-OPERATING	\$10,307.89
604 Electric Fund	
1010 CASH-OPERATING	\$5,344.40
605 Storm Water	
1010 CASH-OPERATING	\$432.68
606 ICE ARENA	
1010 CASH-OPERATING	\$1,730.25
609 Liquor Fund	
1010 CASH-OPERATING	\$35,166.20
610 Maple Grove Cemetery	
1010 CASH-OPERATING	\$106.00
877 Festival in Park Fund	
1010 CASH-OPERATING	\$15.00
Total:	\$105,302.41

CITY OF KASSON  
Claim Approval Signature Page  
For the Accounting Period: 3/19

CITY OF KASSON  
401 5TH STREET SE  
KASSON, MN 55944-2204

The claim batch dated 11/1/78 are approved for payment.

APPROVED \_\_\_\_\_ Council Member

Council Member

**CITY OF KASSON  
RESOLUTION #3.x-19**

**RESOLUTION CERTIFYING DELINQUENT CLAIMS  
TO THE COUNTY AUDITOR**

**WHEREAS**, during periods 2013 through 2018 the City of Kasson provided water, sewer and electrical related services to properties within the City; and

**WHEREAS**, provisions of the City Code provide that the owner of the premises, occupant or user of the services are jointly and severally liable to pay for service to the premises; and

**WHEREAS**, provisions of the City Code provide that all charges may be assessed against the property; and

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

The Finance Director is hereby authorized to certify to the Dodge County Auditor these charges:

1. Chris Derosier	219 ½ Main St West PID# 24.100.1830	UB/Fee	\$145.85
2. Prescher	302 Main St W PID# 24.100.2460	UB/Fee	\$2001.40
3. Rager, Randy	208 4 <sup>th</sup> St SW PID# 24.100.5260	UB/Fee	\$103.14
4. Michael Law	13 2 <sup>nd</sup> St NE PID# 24.100.0420	UB/Fee	\$207.11
6. Joe Winkels	302 Mantorville Av No PID# 24.100.0170	UB/Fee	\$697.40
7. Big Sky Properties	408 2 <sup>nd</sup> Av NW PID# 24.503.0690	UB/Fee	\$150.83
8. Aleesa Kobi/ AMK Rentals	508 3 <sup>rd</sup> Av NW PID# 24.504.0200	UB/Fee	\$123.30
9. VanHeim Holdings	14 9 <sup>th</sup> Av NW PID# 24.127.0060	UB/Fee	\$343.36
10. Buckingham, Brandon	21 6 <sup>th</sup> Av SW PID# 24.100.2990	UB/Fee	\$750.95



11. Greenfield Manor Partnership	602 W Veterans Memorial Hwy PID# 24.100.5390	UB/Fee	\$247.29
12. Premier Kasson	526 W Veterans Memorial Hwy PID #24.100.5375	UB/Fee	\$317.49
13. Premier Kasson	532 W Veterans Memorial Hwy PID #24.100.5375	UB/Fee	\$294.06
14. Barton J. Willians	501 E. Vet Memorial Pkwy PID #24.418.1004	UB/Fee	\$559.12
15. Bigelow Lennon	46 E. Vet Memorial Pkwy PID #24.033.4400	UB/Fee	\$118.71
16. Elroy Bessler	52 E Veterans Memorial Hwy PID #24.033.4200	UB/Fee	\$237.88
17. SEMCCHRA	403 6 <sup>th</sup> St Ct NE PID #24.432.0290	UB/Fee	\$359.10
18. JC Nerstad	302 6 <sup>th</sup> St SW PID #24.301.0020	UB/Fee	\$351.66
19. Kasson Senior Housing	400 2 <sup>nd</sup> St SW PID #24.100.4920	UB/Fee	\$825.57
20. South Fork Homes	99 5 <sup>th</sup> Av SE PID #24.573.3014	UB/Fee	\$109.46

The County Auditor shall collect these charges, including 9% interest, along with the 2019 property taxes collectable in 2020.

**ADOPTED** this 13th day of March, 2019.

**ATTEST:**

\_\_\_\_\_  
Chris McKern, Mayor

\_\_\_\_\_  
Linda Rappe, City Clerk

The motion for the adoption of the foregoing resolution was made by Council Member \_\_\_\_\_ and duly seconded by Council Member \_\_\_\_\_. Upon a vote being taken, the following members voted in favor there of \_\_\_\_\_. Those against same: \_\_\_\_\_.

**CITY OF KASSON  
RESOLUTION #3.x-19**

**RESOLUTION WRITING OFF UNCOLLECTIBLE ACCOUNTS**

**WHEREAS**, the City of Kasson has worked to collect on delinquent utility billings related to rental units, and,

**WHEREAS**, after review of delinquent accounts for said rental units; and

**WHEREAS**, dates of accounts for said rental units have exceeded the statute of limitations.

**NOW THEREFORE BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF KASSON, MINNESOTA:**

The Finance Director is authorized to remove uncollectible checks of \$13,394.30 from utility billing receivables:

219½ Main Street West	\$ 282.77
Parcel # 13.028.0800	\$8,386.01
302 Main Street W	\$ 227.87
601 Mantorville Ave N	\$ 521.93
526 W Veterans Memorial Hwy	\$ 39.67
538 W Veterans Memorial Hwy	\$ 57.62
29 Sunset Ave	\$ 236.98
64 Crown Ave	\$2,052.65
61 Crown Ave	\$ 510.12
302 6 <sup>th</sup> St SW	\$ 69.95
102 15 <sup>th</sup> St NE	\$ 701.29
801½ 12 <sup>th</sup> Ave NW	\$ 307.44

Adopted this 13<sup>th</sup> day of March, 2019.

**ATTEST:**

\_\_\_\_\_  
Chris McKern, Mayor

\_\_\_\_\_  
Linda Rappe, Clerk

The motion for adoption of the foregoing resolution was made by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_. Upon vote being taken thereon, the following voted in favor thereof: \_\_\_\_\_ and the following voted against same: \_\_\_\_\_. Whereupon said resolution was declared duly passed and adopted.

# MASSEY LAND SURVEYING & ENGINEERING

P.O. BOX 100  
KASSON, MN 55944

PHONE: (507) 634-4505  
E-MAIL: [dmartin@kmtel.com](mailto:dmartin@kmtel.com)

---

February 25, 2019

Theresa Coleman – City Administrator  
City of Kasson  
401 5<sup>th</sup> St SE  
Kasson, MN 55944

Subject: Stone Ridge Second  
Part of the SW ¼, Sec. 28, T107, R16  
City of Kasson, Dodge County

Dear Mrs. Coleman:

The Applicant hereby requests to be placed on the March 13, 2019 Council Agenda to discuss the required stormwater management facility for Stone Ridge Second.

A stormwater management facility will be required for the 16<sup>th</sup> Street extension project and a stormwater management facility is required for Stone Ridge, Stone Ridge Second and Mr. Schuette's future development. In our opinion all four (4) projects would be best served by one (1) regional pond within the existing swale that traverses Mr. Schuette's property. The majority of the pond would reside on the County parcel to the north while a small portion will reside on Mr. Schuette's. Constructing the regional pond in this location would also benefit the undeveloped parcel to the east owned by Bigelow Homes LLC and the existing City Park since no stormwater management facilities currently exist that serve the City Park. Constructing one (1) regional pond will also benefit the City for maintenance purposes.

Massey Land Surveying and Engineering has discussed the proposal with Mark Gamm at Dodge County. A sketch plan would have to be submitted to the County Board for review and approval. On the National Wetlands Inventory map the swale is depicted as wetlands but a delineation has not yet been performed.

Mr. Marti and Mr. Schuette are in the process of preparing an agreement for the regional pond. Mr. Schuette is aware that a stormwater management facility will be required for his future development and is amenable to utilizing a small portion of his property for the regional pond. Both parties are also aware that project costs will be inflated if wetlands are encountered. The agreement will also contain language for a pond to be constructed on Mr. Schuette's property for Stone Ridge and Stone Ridge Second based on the Prepared Pond sketch Plan by a stipulated time, should wetlands be encountered.

The wetland delineation will not be able to take place until spring, therefore pushing back the construction start date for the project. With the agreement in place the applicant is respectfully requesting that he be permitted to start construction this spring while the details of regional pond are being worked through. We feel that the agreement between the two (2) parties will give the City a level of comfort knowing, that even if the regional pond proposal does not come to fruition that a pond will be constructed by the applicant to serve Stone Ridge and Stone Ridge Second.

In the event, that the applicant ends up constructing a pond for the Stone Ridge Second and Stone Ridge, the applicant respectfully requests that the City Stormwater fees be waived for Stone Ridge and Stone Ridge Second.

Respectfully,

Massey Land Surveying,

A handwritten signature in blue ink, appearing to read "David A. Martin", with a horizontal line extending to the right.

David A. Martin, P.E.

# Long Term Power Supply

## Wind Products

Kasson

January 9, 2019



*Confidential – Trade Secret*

## CMPAS' Power Supply Situation

- CMPAS acts as your agent to secure power supply deals
- Since last fall, still a buyer's market
- Members have roughly 70% of portfolio cost hedged or fixed. CMPAS is asking our members if they'd like to get long-term insurance on ~10% more. Our ideas:
  - Option 1: “Do Nothing”
  - Option 2: Wind Purchased Power Agreement (PPA)
  - Option 3: Wind Shape Product
- Driven by economics (but could help state renewable compliance)

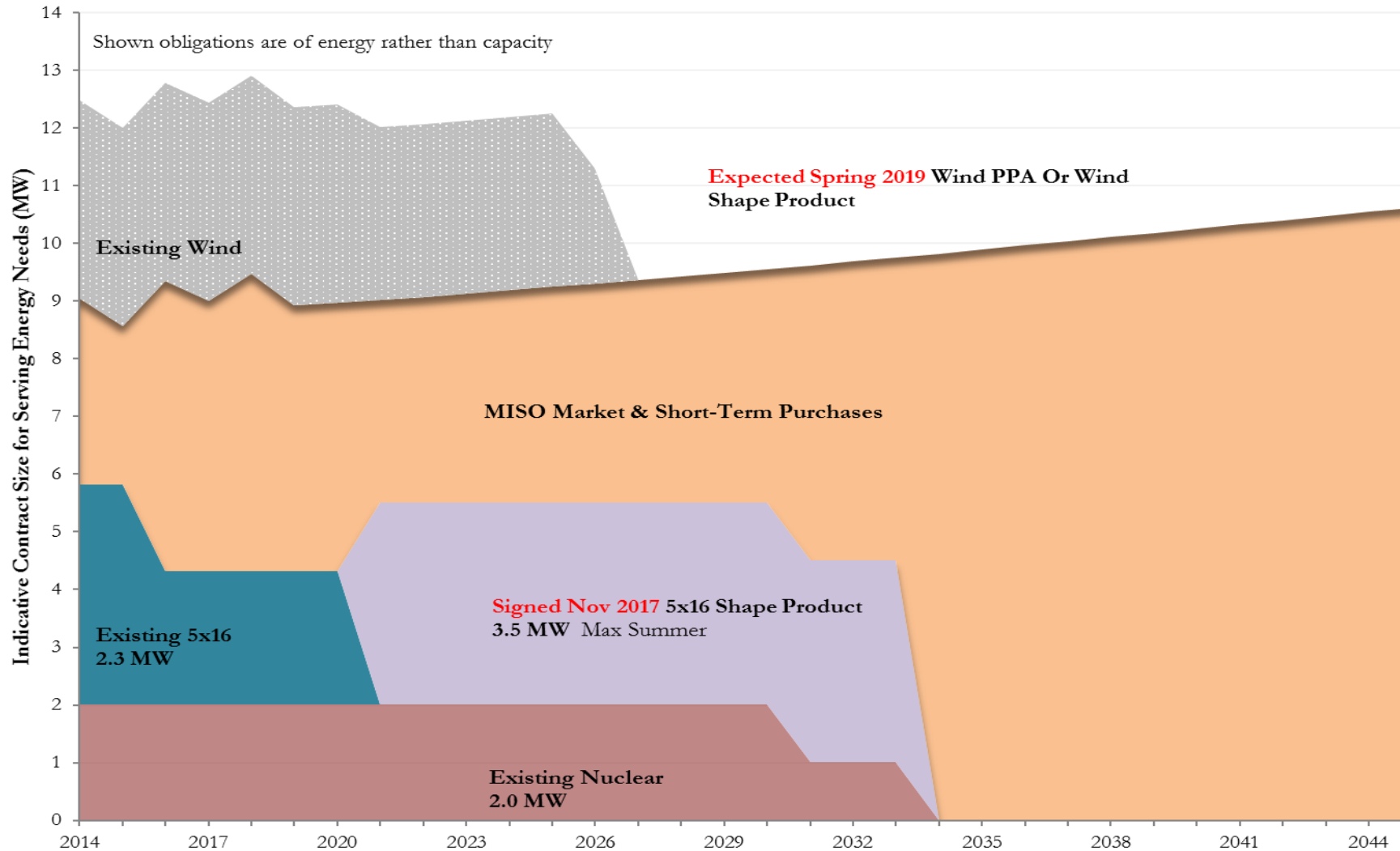
## Asking For Today

- CMPAS Board asked us in November to solicit interest from each member
- Counterparties asking for movement
- Today: **Just information**

Today's meeting is purely for information  
We will not ask for decisions before at least February,  
or execute until March

# Current Long-Term Portfolio

## Kasson Portfolio As of November 2018

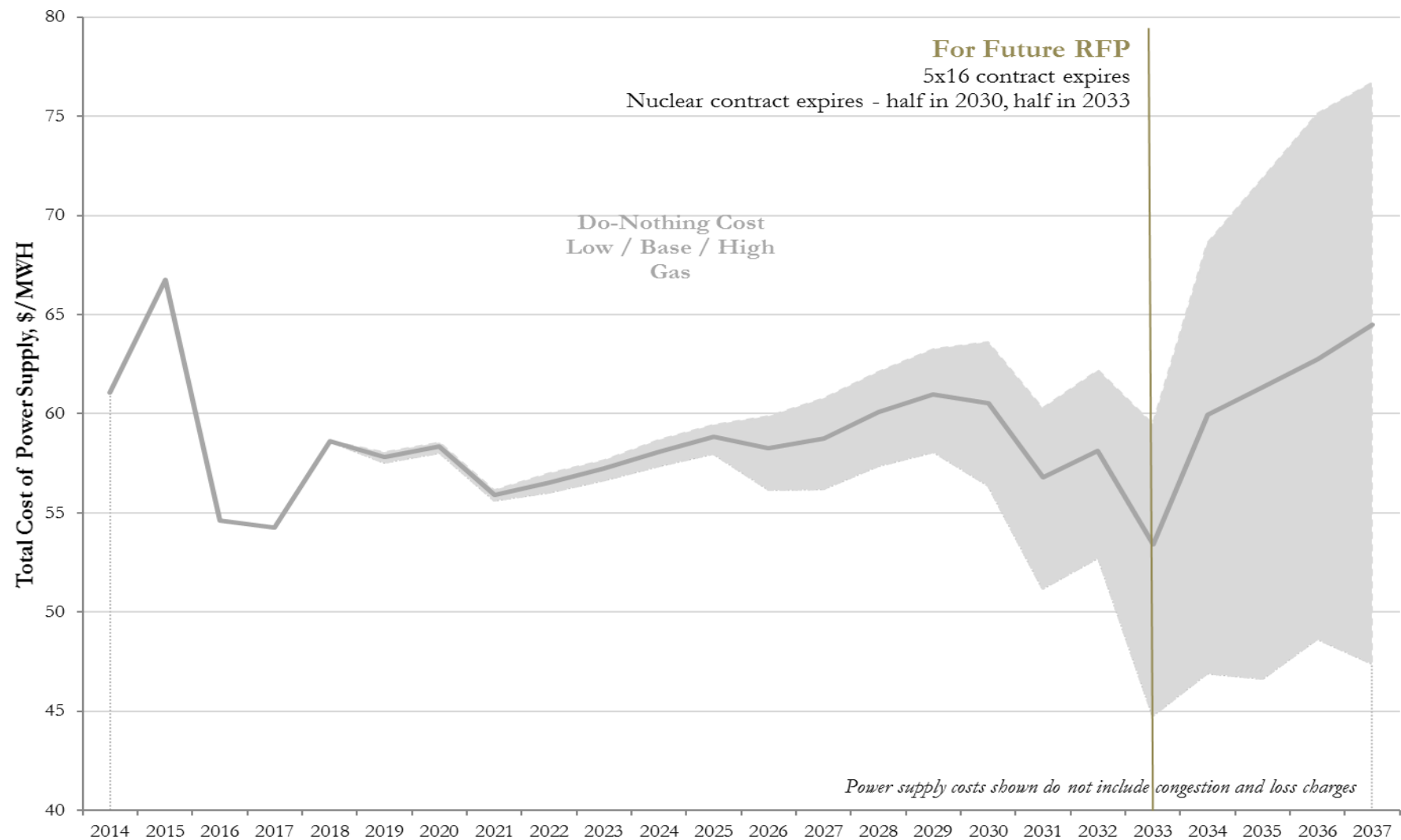


*Confidential – Trade Secret*



# Option 1: Portfolio Cost Outlook for “Do Nothing”

Power Supply Cost Outlook Today for Kasson



## Option 2: Wind As A Gas Hedge

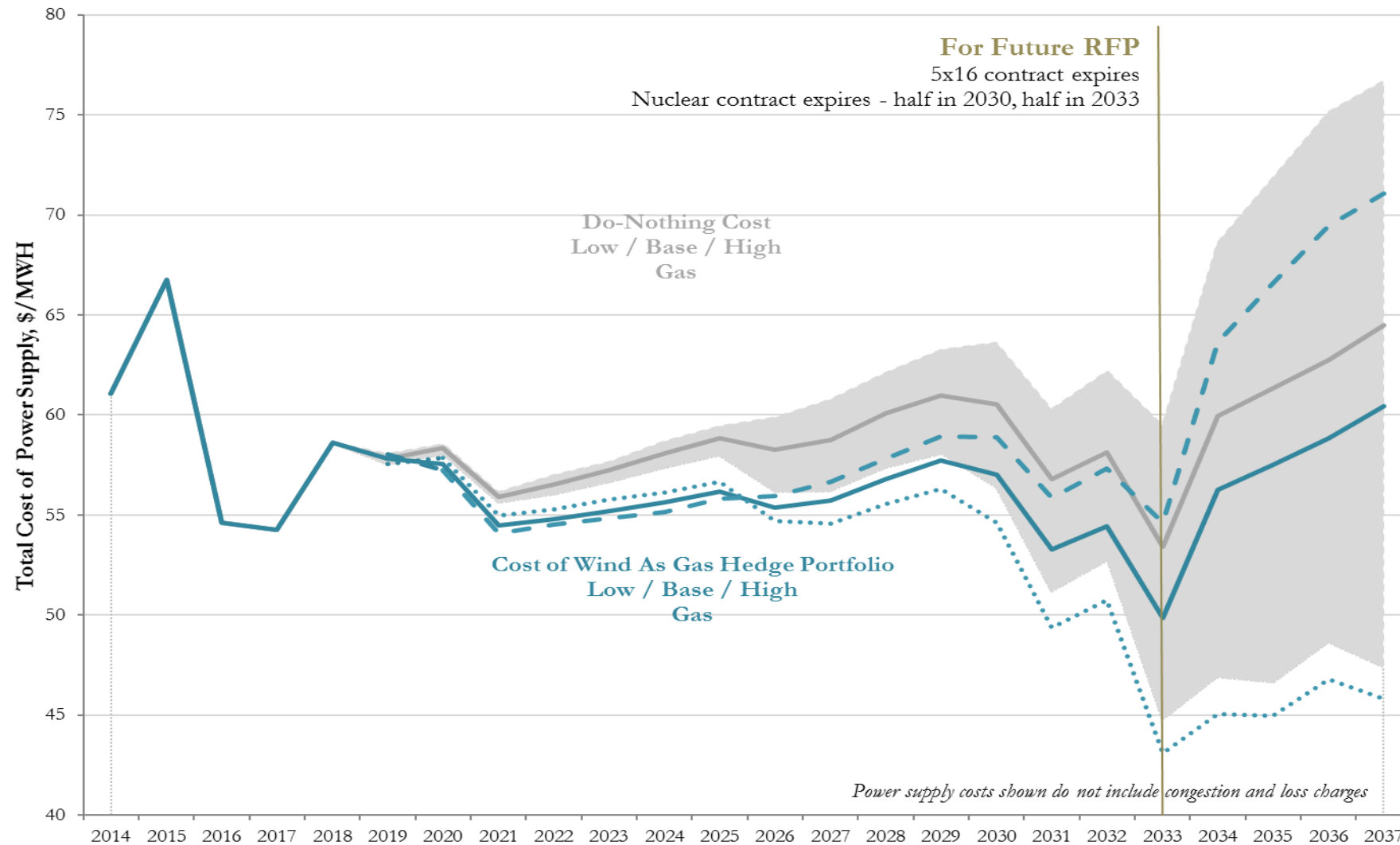
- **Selling wind into market makes a financial credit**
  - Purely economics
  - Already doing with current purchases
    - To small degree (we didn't realize)
  - Renewable compliance (or risk of regulations changing) is additional selling point
    - Agency has enough Renewable Energy Credits (RECs) thru 2028
      - Can extend sufficiency into 2030s
      - Side benefit, not the “why”
- **Financial credits offset market energy costs**
  - If sized correctly, offset fully
  - Hedges off-peak and shoulder needs purchased from market

## Option 2: Wind As A Gas Hedge

- **Market prices move with gas prices**
  - Sell wind into market. When market prices we have to pay rise, the revenue we get will offset
- **Rising renewable market share could lower revenue, but hard to quantify**
  - Data on congestion/curtailment comparable?
- **Recommended volume for Kasson: 1.6 MW**
  - New wind insures against off-peak energy raising rates on average\*
    - \*95% of time, assuming a similar gas market to today, 2020-2033
- **Indicative term 25 years**
  - 3 bidders

# Option 2: Portfolio Cost Outlook for Wind PPA

## Power Supply Costs for Wind As Gas Hedge Portfolio, Kasson



Confidential – Trade Secret

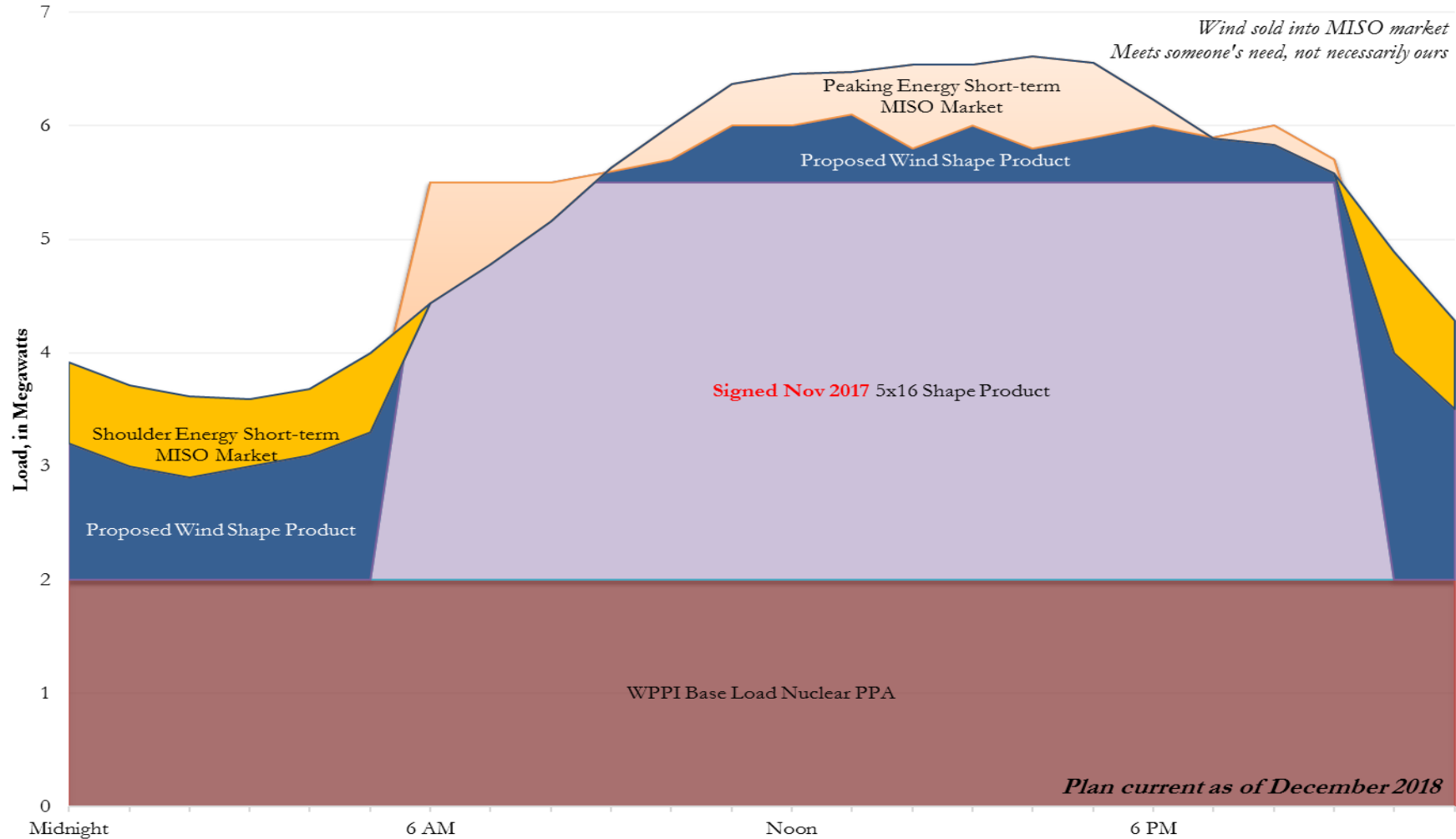
## Option 3: Wind Shape Product

- Fixed price and fixed dispatch agreed up-front
  - RECs also included (optional)
- **Middle man will reshape wind output and deliver to us**
  - Works almost same as current 5x16 contracts.
  - Biggest difference: **How much** and **when** you get power vary hour-by-hour. Every day one of four patterns:
    - Summer weekday
    - Summer weekend
    - Rest-of-year weekday
    - Rest-of-year weekend
- **Recommended volume for Kasson: 6,900 MWH/year (comparable size to wind)**
  - Volume chosen is low estimate of current hour-by-hour needs above existing contracts

# Option 3: How Wind Shape Would Fit

## Daily Dispatch of Proposed Kasson Contracts

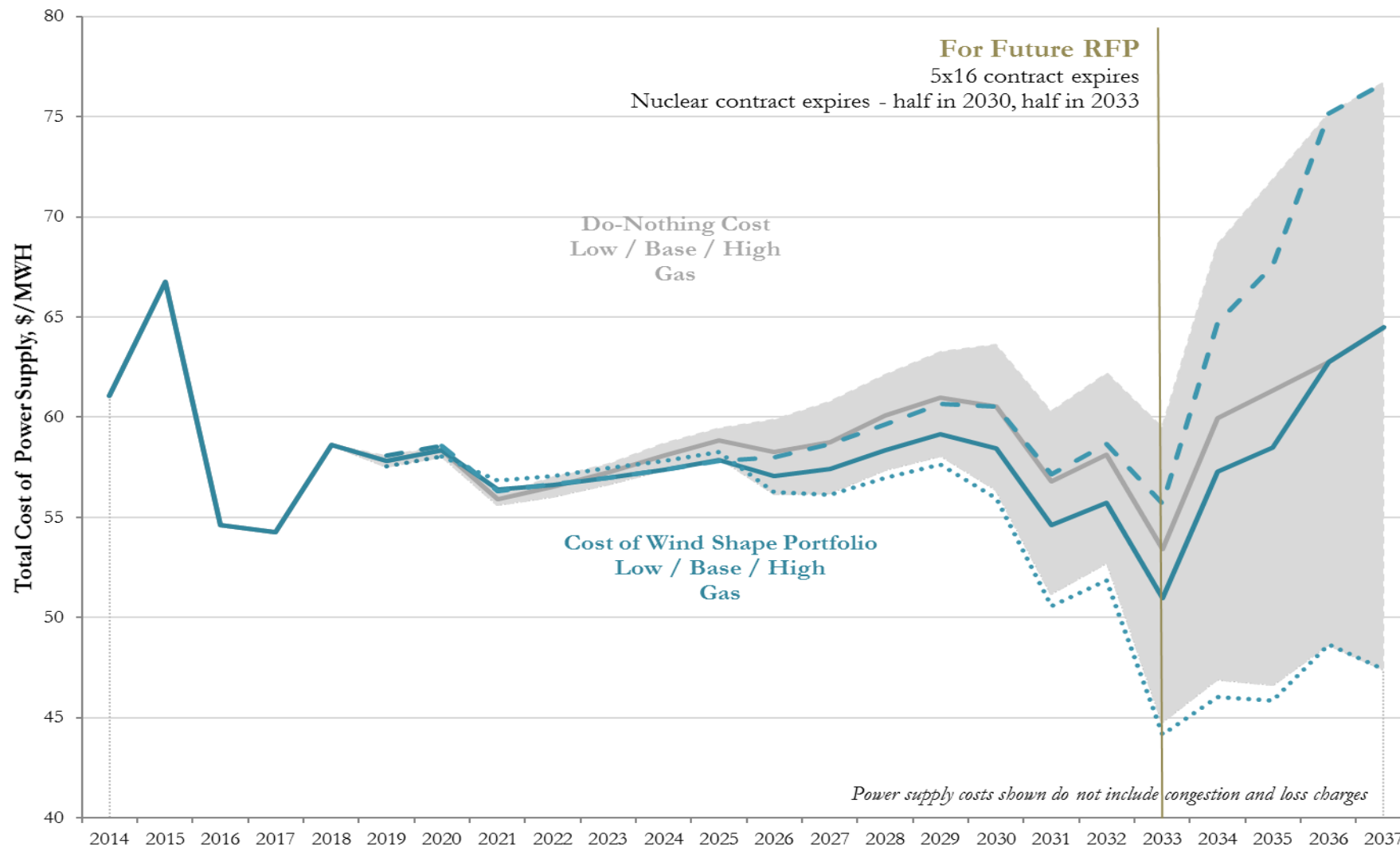
July 2025



Confidential – Trade Secret

# Option 3: Portfolio Cost Outlook For Wind Shape

## Power Supply Costs for Wind Shape Portfolio, Kasson



## Option 3: Confidential Information on Offers

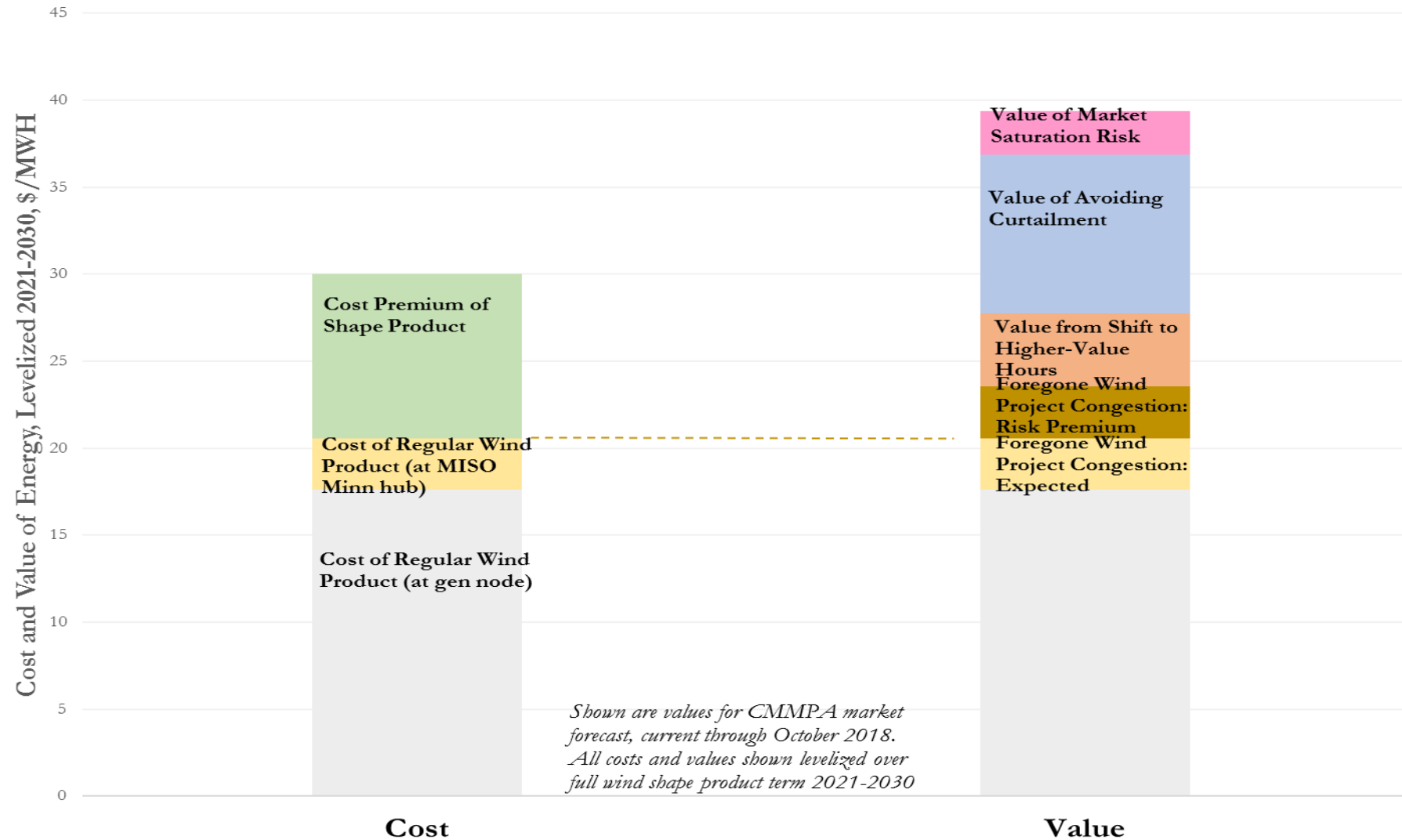
- **Multiple offers**
  - Willing to pay for RECs? (~\$2.50/MWH)
  - 2 bidders, possibly 3
- **Contract price moves until execution with price of market**
  - Forward curve primary driver of shape pricing, market stable
- **Term length: 10-15 years, start Jan 2021**
- **More expensive and shorter. But as we'll see, lower risk**



## Option 3: Why Pay A Premium For Wind Shape?

- **Less risk. Renewable integration** may increase costs from:
  1. **Congestion:** Delivered to Minn Hub / SPP North Hub
    - Higher wind penetration means higher congestion
  2. **Curtailement:** late-2000s experience
  3. **Market Saturation:**
    - Like congestion risk, but at Hub/footprint level
    - More wind dispatching at same time will depress prices. Herd mentality
      - Difficult to quantify. Even sophisticated Leidos forecasts can't
- **Extra Value: Dispatch During More Valuable Hours**
  - Chosen to fit our shape, but also more valuable

# Option 3: Is The Wind Shape Worth It?



Risks Uncertain - but Renewable Trend Makes into Bigger Concerns

Confidential – Trade Secret

## Option 1, Option 2, Or Do Nothing?

Question of **Risk Tolerance**. Like Supplemental Insurance

To think over before next meeting: Which sounds to you like the best option?

1. No supplemental insurance
2. Standard supplemental insurance
3. “Gold Plan” supplemental insurance

## The Way Forward

- Please advise us on any more information you want to see
- We'll meet again in February to discuss further
- Let us know your opinions on options, sizing, and so on

Hoping to Execute End of Q1 2019

*Confidential – Trade Secret*



---

**POWER SALES AGREEMENT**

**BETWEEN**

**CENTRAL MINNESOTA MUNICIPAL POWER AGENCY AND**

---

**FOR A PURCHASE OF FIXED DISPATCH ENERGY**

**APRIL \_\_, 2019**

---

**THIS AGREEMENT** (“Agreement”) is executed by and between the Central Minnesota Municipal Power Agency, a municipal corporation and political subdivision of the State of Minnesota created under Minnesota law (“CMMPA” or “Agency”), and the City of \_\_\_\_\_, a Minnesota city that owns and operates a municipal electric utility under Minnesota law (the “Participant”).

### **RECITALS**

1. CMMPA has entered into a Confirmation Of Physical Energy Sale Transaction with \_\_\_\_ under the terms and conditions contained in the North American Energy Markets Association Capacity and Energy Tariff (or EEI Master Agreement) for the purchase of a long term firm energy product at a designated point of delivery within the area governed by the \_\_\_\_\_ **[Midcontinent Independent System Operator, OR Southwest Power Pool]** (“Transaction”). Said product has a fixed dispatch unique to each Participant per schedules outlined in **Appendix C**.
2. Participant is a member of CMMPA and has passed a resolution authorizing purchase of an entitlement share of the Transaction and desires to enter an agreement with CMMPA to purchase such an entitlement share.
3. CMMPA proposes to sell, and the Participant proposes to purchase, the Participant's entitlement share, as defined below.

## **AGREEMENT**

- 1. Term of Agreement.** This Agreement shall be effective immediately upon execution and delivery of the power sales agreements between CMMPA and the Project participants listed on Appendix A (“Participants”), and shall remain in effect for the period commencing January 1, \_\_\_\_\_ and ending December 31, \_\_\_\_\_, inclusive (“Term”).
- 2. Sale and Purchase.** CMMPA shall sell and deliver and Participant shall purchase and receive a quantity of the energy product equivalent to Participant’s entitlement share of the Transaction, as designated on Appendix A (“Entitlement Share”), all in accordance with the terms of this Agreement. Delivery of Participant’s Entitlement Share shall commence immediately upon such energy product becoming available to CMMPA in accordance with the Transaction. Participant shall also receive renewable energy attributes equivalent in volume to said energy.
- 3. Rates for Purchase and Sale.** The purchase and sale of Participant’s Entitlement Share shall be \$\_\_\_\_\_ per MWh.
- 4. Delivery.** CMMPA shall be responsible for delivery of Participant’s Entitlement Share. Such delivery shall be at \_\_\_\_\_ and shall be accomplished by CMMPA in accordance with the procedures, protocols and applicable business practices of the [Midcontinent Independent System Operator, OR Southwest Power Pool] for settlement of energy products.
- 5. Project Decisions.** CMMPA shall have responsibility for decisions on behalf of the Participants with respect to all matters related to the Transaction, consistent with the

overall best interests of the Participants and CMMPA's requirements, obligations or covenants relative to the Transaction, other applicable agreements, or other legal requirements.

**6. Billing.** CMMPA shall bill Participant for Participant's Entitlement Share of the Transaction on a calendar-month basis. Bills shall be issued by CMMPA as soon as practicable in each month following the calendar month to which the bill applies. All bills shall show separately all charges, including any administrative charges. Bills shall be payable to CMMPA within thirty (30) days of receipt of the invoice. Any amounts due and not paid by the Participant on or before the close of business on the 15th day of the month may, at CMMPA's sole discretion, accrue interest until paid at the rate of one and one-half percent (1½%) per month, or the standard rate of the Federal Energy Regulatory Commission, whichever is less.

**7. Billing Disputes.** Except as set forth below, Participant shall not have the right to challenge any billing statement rendered by CMMPA in relation to the Transaction, invoke arbitration of the same or bring any court or administrative action of any kind questioning the propriety of the same after a period of twenty-four months from the date of rendering.

If Participant disputes any portion of any bill issued by CMMPA under this Agreement, Participant shall pay the full amount of the disputed charges when due, and shall give written notice of the dispute (unless the dispute is based upon information not reasonably available to the Participant at the time required to give notice under this paragraph) to CMMPA not later than 90 days after the date such payment is due. Such



notice shall identify the amount in dispute and set forth a full statement of grounds on which such dispute is based. No adjustment shall be considered or made for disputed charges unless notice is given, as provided above. CMMPA shall review such notice and provide Participant with a determination within thirty (30) days following receipt of such notice. If the matter is not resolved in such manner, the matter may be submitted to dispute resolution, as provided below. Upon final determination (whether by agreement, arbitration, adjudication or otherwise) of the correct amount, any difference shall be appropriately reflected as a debit or credit on the next bill.

**8. Nature of the Obligation to Pay.** Participant shall have no right to terminate its purchase of its Entitlement Share of the Transaction under this Agreement, nor any right to withhold from CMMPA any payments due or to become due under this Agreement; nor any right to recover from CMMPA any amounts previously paid under this Agreement unless such amounts were paid in error or contrary to the provisions of this Agreement or law. The obligation of Participant to pay all rates and charges established by CMMPA under this Agreement shall not be subject to any reduction, whether by offset, counterclaim, recoupment or otherwise and shall not be otherwise conditioned upon performance by CMMPA of its obligations under this Agreement, or by the other Participants of their obligations, or any other instrument or agreement.

**9. Rate Sufficiency Obligation.** Participant shall establish, maintain and collect rates and charges for electric service so as to provide revenues sufficient, together with available electric system reserves, to enable the Participant to pay CMMPA (i) all amounts payable under this Agreement; (ii) all other operating expenses of Participant's

electric system; and (iii) all other obligations of Participant payable from, or constituting a lien on, the revenues of its electric system.

**10. Electric System Operations.** Participant covenants to operate and maintain its electric system in a sound, businesslike manner in accordance with Prudent Utility Practice, as defined below.

“Prudent Utility Practice” shall mean any of the practices, methods and acts (including but not limited to the practices, methods and acts engaged in or approved by a significant portion of the electrical utility industry at a given time) which, in the exercise of reasonable judgment in the light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at the lowest reasonable cost consistent with good business practices, reliability, safety and expedition. Prudent Utility Practice is not intended to be limited to the optimum practice, method or act, to the exclusion of all others, but rather to be a spectrum of possible practices, methods or acts. In evaluating whether any matter conforms to Prudent Utility Practice, the parties shall take into account (i) the fact that both the Participant and CMMPA are bodies politic and corporate and political subdivisions under the laws of the State of Minnesota, with the statutory duties and responsibilities thereof, and (ii) the terms and conditions of the PPA and other applicable Project-related agreements.

**11. Source of Payments.** Participant shall not be required to make any payments to CMMPA under this Agreement except from the revenues and other moneys derived by the Participant from its electric department or system. Participant hereby agrees that amounts payable by the Participant under this Agreement shall be paid by the Participant

as an operating expense of the Participant's electric system. In no event shall CMMPA, or any other person or entity, including any person or entity to which revenues under this Agreement have been assigned or pledged, be entitled to look to, or seek to recover from, any other revenues, monies or property of Participant for payment of any amounts due under this Agreement. The obligation of Participant to make payments for services under this Agreement shall not constitute a general obligation of Participant and Participant shall not be required to make such payments from any source other than the revenues and funds referred to in this paragraph. In no event shall Participant be required to make payments under this Agreement from tax revenues or to impose any new tax or adjust any existing tax for such purpose.

**12. Default.** Upon failure of Participant to make any payment in full when due under this Agreement or to perform any obligation herein, CMMPA shall make demand upon the Participant, and, subject to the dispute provisions of this Agreement, if said failure is not cured within 20 days from the date of such demand it shall constitute a default at the expiration of such period ("Default"). Notice of such demand and any subsequent Default shall be provided to the other Participants by CMMPA.

If Participant in good faith disputes the legal validity of said demand, it shall make such payment or perform such obligation within said 20-day period under protest directed to CMMPA. Such protest shall specify the reasons upon which the protest is based. The parties shall then implement the dispute resolution process provided below.

Upon occurrence of a Default, CMMPA shall use its best efforts to sell and transfer all or a portion of such Participant's Entitlement Share for all or a portion of the

remainder of the term of this Agreement. The other Participants shall be given the first right to accept such portion of the defaulting Participant's Entitlement Share on a pro rata basis in accordance with the Participants' entitlement shares as depicted on Appendix A. Any remaining portion of the Participant's Entitlement Share may then be made available for sale or transfer to non-participating electric utilities. If all or any portion of Participant's Entitlement Share is transferred pursuant to this paragraph, the Participant's Entitlement Share shall not be reduced, and the Participant shall remain liable to CMMPA to pay the full amount owed for its Participant Entitlement Share as if such sale had not been made, except that Participant's liability shall be discharged to the extent that CMMPA receives payment from the purchaser or purchasers thereof.

**13. Other Participants' Payment Default.** Upon a Default of any other Participants, and except as all or a portion of such other Participants' entitlement shares may be transferred in accordance with paragraph 12, above, Participant's Entitlement Share shall be automatically increased for the remaining term of this Agreement on a pro rata basis with the entitlement shares of the other non-defaulting Participants, and the entitlement shares of such other defaulting Participants shall be reduced correspondingly; provided, that no such reduction shall reduce the defaulting Participants' obligations under their respective power sales agreements; and further provided, that the sum of such step-up increases for Participant pursuant to this paragraph shall not exceed, without consent of the Participant, an Accumulated Maximum Step-Up Percentage, as defined and set forth in Appendix A.

Failure of Participant to make payments for any amounts due to CMMPA for step-up increases to Participant's Entitlement Share under the previous paragraph shall constitute a Default, and the fact that other Participants may have assumed the obligation to make such payments shall not relieve Participant of its liability for such step-up payments. Any other Participants assuming such obligation, either individually or as a member of a group, shall have a right to enforce Participant's obligation to make step-up payments, diminished to the extent such Participants have received value from the absorption of Participant's increased Entitlement Share under the step-provisions of this Agreement. To enforce these rights, CMMPA or the other Participants, either jointly or severally, may initiate any lawsuit, action or proceeding, at law or in equity, including suits for specific performance, against Participant. CMMPA shall be entitled to recover from the defaulting Participant any and all legal fees and other costs incurred by CMMPA as a result of Participant's Default.

**14. Default events other than Nonpayment.** Failure of Participant to adhere to any covenant, agreement or obligation of this Agreement, other than a failure to make required payments, shall be deemed a "Nonpayment Default". CMMPA may bring any suit action, or proceeding in law or in equity, including mandamus, injunction, specific performance, declaratory judgment, or any combination thereof, to enforce such covenant, agreement or obligation against the Participant. Such remedies shall be in addition to all other remedies provided for herein.

**15. Records and Audit.** CMMPA shall maintain adequate records to substantiate the charges provided under this Agreement. Participant shall have the right to audit those

records, at any time during regular business hours upon reasonable advance notice. In the event an audit shows a refund due Participant or underpayment to CMMPA, the next month's billing shall be adjusted accordingly.

**16. Participant Information.** Participant agrees to supply CMMPA, upon request, with such information and documentation as may be required, including financial statements and other information reasonably available to Participant, in order to allow CMMPA to respond to requests for such information from any federal, state or local regulatory body, or as may be required by the Transaction.

**17. Enforcement of Obligations.** CMMPA shall at all times maintain and promptly and vigorously enforce its rights under the Transaction against the appropriate counterparties. In addition, CMMPA shall diligently enforce all other provisions of the Transaction to the benefit of the Project Participants.

**18. Force Majeure.** Neither Participant, nor CMMPA, shall be considered in default as to any obligation under this Agreement if prevented from fulfilling such obligations by reason of uncontrollable forces, the term "uncontrollable forces" being deemed for purposes of this Agreement to mean any cause beyond the control of the party affected, including but not limited to, failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, war, riot, civil disturbance, labor disturbance, sabotage, terrorism, unavailability of fuel, and restraint of court or public authority, which by due diligence and foresight such party could not reasonably have been expected to avoid. Either party rendered unable to fulfill any obligation by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

**19. Modification and Uniformity of Agreements.** This Agreement shall not be subject to termination by any party under any circumstances, whether based upon the default of any other party under this Agreement, or any other instrument, or otherwise, except as specifically provided in this Agreement. This Agreement shall not be amended, modified, or otherwise changed by agreement of parties in any manner that will materially and adversely affect the security afforded by the provisions of this Agreement for the payment of all charges associated with Participant's Entitlement Share.

**20. Notices.** Any notice, demand, approval, proposal, protest, direction or request provided for in this Agreement to be delivered, given or made to Participant shall be deemed delivered, given or made if delivered in writing in person or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the person and at the address designated in writing filed with CMMPA by the Participant. The Participant may change such designation, at any time and from time to time, by giving notice to CMMPA as below provided. Any such notice, demand or request to be delivered, given or made to CMMPA shall be deemed delivered, given or made if delivered in writing, in person, or sent by mail as above provided to the following address:

Chief Executive Officer  
Central Minnesota Municipal Power Agency  
459 South Grove Street  
Blue Earth, Minnesota 56013

Or such other address designated by CMMPA, as provided above.

**21. Dispute Resolution.** The Parties agree to use commercially reasonable efforts to settle promptly any disputes or claims arising out of or relating to this Agreement through

negotiation conducted in good faith between senior executives or management personnel having authority to reach such a settlement. The negotiations shall take place as soon as practicable after, but in no event more than thirty (30) days after, a dispute arises. If after these negotiations the dispute is not resolved, then either or both Parties may pursue any legal remedies to the dispute at law or in equity, or pursue arbitration, as provided below.

If either party elects to pursue arbitration, copies of any such request shall be given to all other Participants and it shall specify the issue or issues in dispute. Within ten days after receipt of such a request CMMPA and the Participant shall confer and attempt to agree upon appointment of a single arbitrator. If such agreement is not accomplished, CMMPA or the Participant may request the American Arbitration Association to appoint an arbitrator. The arbitrator so selected or appointed shall conduct a hearing within thirty days thereafter, unless such time is extended by agreement of CMMPA and the Participant. The arbitrator shall notify the parties of his or her decision, stating his or her reasons for such decision and separately listing his or her findings of fact and conclusions of law. The arbitrator shall not have the power to amend or add to this Agreement. Subject to such limitation, the decision of the arbitrator shall be final and binding on CMMPA and the Participant except that either party may petition a court of competent jurisdiction for review of errors of law. The pendency of arbitration or legal action shall affect neither the obligation of the Participant to make any payment in full when due under this Agreement nor the obligations of CMMPA to provide power to the Participant. The prevailing party of a disputed matter shall be entitled to recover from the other party the costs of legal fees and other costs of arbitration or court proceedings.



22. **Applicable Law.** This Agreement is made under and shall be governed by the law of the State of Minnesota.

23. **Severability.** If any section, paragraph, clause or provision of this Agreement shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall be unaffected by such adjudication and all of the remaining provisions of this Agreement shall remain in full force and effect as though such section, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not been included herein.

24. **Assignment of Agreement.** This Agreement shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of the parties to this Agreement; provided, that neither this Agreement, nor any interest herein, shall be assigned or transferred or sold by the Participant, including in connection with any sale, transfer or other disposition of Participant's system, except as provided herein, without the written consent of CMMPA. No such assignment or transfer or sale shall relieve the Participant of any obligation hereunder.

25. **Duly Authorized Signatories; Binding Effect of Execution.** CMMPA as to its signatory and the Participant as to its signatory each hereby represents and warrants that the person executing this Agreement on its respective behalf is duly authorized to do so, and that, by such execution set forth on the following page of this Agreement, such party is hereby duly and lawfully bound by this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the \_\_\_\_ day of \_\_\_\_\_, 2019.

**CENTRAL MINNESOTA MUNICIPAL POWER  
AGENCY**

By

\_\_\_\_\_

\_\_\_\_\_  
Timothy Stoner, President

By

\_\_\_\_\_

Theresa Coleman, Secretary

**THE (COUNCIL/COMMISSION) OF  
THE CITY OF \_\_\_\_\_, MINNESOTA**

By

\_\_\_\_\_

Title:

By

\_\_\_\_\_

Title:

**APPENDIX A**  
**PARTICIPANTS AND PARTICIPANT ENTITLEMENT SHARES**

The Participants that have entered into Power Sales Agreements with CMPA for the Transaction are:

1. Blue Earth	Participant Entitlement Share = 7,685 MWH Step-Up Percentage = 16.6%
2. Janesville	Participant Entitlement Share = 3,268 MWH Step-Up Percentage = 7.1%
3. Kasson	Participant Entitlement Share = 6,861 MWH Step-Up Percentage = 14.8%
4. Kenyon	Participant Entitlement Share = 2,164 MWH Step-Up Percentage = 4.7%
5. Sleepy Eye	Participant Entitlement Share = 9,534 MWH Step-Up Percentage = 20.6%
6. Windom	Participant Entitlement Share = 16,719 MWH Step-Up Percentage = 36.2%

Notes

- 1) Total yearly volume (in MWH) is shown above. The actual Participant Entitlement Share varies by month (see Appendix B).
- 2) Because Entitlement Share varies by month, the Step-Up Percentage is calculated as a percent of the total annual energy averaged over the transaction period (2021-2035).
- 3) Members receive output on a fixed schedule that is specified in Appendix C.

## **APPENDIX B**

**[See Spreadsheet]**

## **APPENDIX C**

**[See Spreadsheet]**

## APPENDIX B PARTICIPANT ENTITLEMENTS

All volumes shown below in MWH

	Blue Earth	Fairfax	Granite Falls	Janesville	Kasson	Kenyon	Sleepy Eye	Windom	Total
January	399	53	101	278	517	187	622	1,651	3,808
February	347	50	85	242	444	166	572	1,542	3,447
March	379	56	92	265	484	182	629	1,700	3,787
April	371	53	91	259	474	177	608	1,637	3,669
May	396	53	100	276	513	187	623	1,657	3,806
June	1,117	2	170	273	703	172	1,118	882	4,438
<b>July</b>	1,202	2	189	296	762	186	1,199	910	4,746
August	1,150	2	175	282	724	177	1,153	912	4,575
September	1,160	2	182	285	735	179	1,157	881	4,582
October	383	55	94	267	490	183	628	1,692	3,791
November	383	51	97	267	496	181	603	1,604	3,683
December	399	53	101	278	517	187	622	1,651	3,808

All entitlement shares shown below are in tenths of a percent of total energy volume.

	Blue Earth	Fairfax	Granite Falls	Janesville	Kasson	Kenyon	Sleepy Eye	Windom	
January	10.5%	1.4%	2.7%	7.3%	13.6%	4.9%	16.3%	43.3%	
February	10.1%	1.5%	2.5%	7.0%	12.9%	4.8%	16.6%	44.6%	
March	10.0%	1.5%	2.4%	7.0%	12.8%	4.8%	16.6%	44.9%	
April	10.1%	1.5%	2.5%	7.0%	12.9%	4.8%	16.6%	44.6%	
May	10.4%	1.4%	2.6%	7.3%	13.5%	4.9%	16.4%	43.5%	
June	25.2%	0.0%	3.8%	6.2%	15.8%	3.9%	25.2%	19.9%	
July	25.3%	0.0%	4.0%	6.2%	16.1%	3.9%	25.3%	19.2%	
August	25.1%	0.0%	3.8%	6.2%	15.8%	3.9%	25.2%	20.0%	
September	25.3%	0.0%	4.0%	6.2%	16.0%	3.9%	25.3%	19.3%	
October	10.1%	1.5%	2.5%	7.0%	12.9%	4.8%	16.6%	44.6%	
November	10.4%	1.4%	2.6%	7.3%	13.5%	4.9%	16.4%	43.5%	
December	10.5%	1.4%	2.7%	7.3%	13.6%	4.9%	16.3%	43.3%	
<b>Annual Share of Total</b>	<b>16.0%</b>	<b>0.9%</b>	<b>3.1%</b>	<b>6.8%</b>	<b>14.3%</b>	<b>4.5%</b>	<b>19.8%</b>	<b>34.6%</b>	<b>100.0%</b>

**Appendix C**  
**Schedule of Wind Shape Fixed Dispatch for Kasson**

Hour	Weekday Summer Months	Weekend Summer Months	Weekday Non-Summer Months	Weekend Non-Summer Months
0	1.2	1.0	0.8	0.6
1	1.0	0.8	0.6	0.4
2	0.9	0.7	0.6	0.4
3	1.0	0.7	0.6	0.4
4	1.1	0.8	0.7	0.5
5	1.3	1.0	0.9	0.7
6	0.0	1.4	0.0	1.1
7	0.0	1.7	0.0	1.3
8	0.0	1.9	0.0	1.5
9	0.1	2.2	0.0	1.7
10	0.2	2.3	0.0	1.8
11	0.5	2.3	0.0	1.9
12	0.5	2.4	0.0	1.9
13	0.6	2.4	0.0	1.8
14	0.3	2.4	0.0	1.8
15	0.5	2.3	0.0	1.8
16	0.3	2.3	0.0	2.0
17	0.4	2.7	0.2	2.2
18	0.5	2.7	0.2	2.3
19	0.4	2.6	0.3	2.3
20	0.5	2.6	0.2	2.3
21	0.2	2.4	0.0	2.1
22	2.0	1.8	1.7	1.5
23	1.5	1.3	1.1	1.0
Maximum MW for Season	2.0	2.7	1.7	2.3
Maximum MW for Year	2.7			
Estimated Yearly Energy, MWH	6,861			
Estimated Yearly Load Factor	29.0%			

All volumes shown above are in tenths of MW

Hours are defined as "Hours Starting", Central Prevailing Time. So "Hour 0" may be understood to be the hour starting midnight.

Weekends Are Defined As Saturday, Sunday, and NERC Holidays. Weekdays are therefore Monday through Friday (except NERC Holidays)

Summer months defined as June 1 through September 30

**CITY OF KASSON  
RESOLUTION 3.x-19**

**RESOLUTION AUTHORIZING THE EXECUTION OF A WHOLESALE POWER AGREEMENT**

**WHEREAS**, City of Kasson, Minnesota (“City”) owns and operates an electric utility system under Minnesota law and through such utility distributes and sells electric power and energy at retail;

**WHEREAS**, City is a member of the Central Minnesota Municipal Power Agency, a joint electric power agency formed under Minnesota Statutes Section 453.51 through 453.62 (“CMMPA”);

**WHEREAS**, City has determined that it is in the best interests of its electric ratepayers to enter into a power sales agreement with CMMPA for the purchase of an entitlement share of a long term fixed dispatch energy product being obtained by CMMPA from a wholesale supplier;

**WHEREAS**, the agreement is anticipated to (i) start in 2021 for a term of no less than 10 years and no greater than 15 years (ii) include a price of energy that does not exceed \$31.00 per megawatt hour for the term of the agreement; and (iii) include renewable attributes commensurate with the energy share; and

**WHEREAS**, the Council has examined all other matters it deems relevant;

**NOW, THEREFORE**, be it resolved as follows:

1. The “Power Sales Agreement Between Central Minnesota Municipal Power Agency and the Kasson Electric Department for Purchase of Fixed Dispatch Energy” (“Agreement”) be hereby approved in substantially the form presented to the Council.
2. Mayor is authorized to execute and deliver the Agreement to the counterparties on behalf of the City, with such changes therein as shall be approved by the City Attorney and/or other designated representatives of the City, the execution thereof to constitute conclusive evidence of the Mayor’s approval of any and all changes or revisions therein from the form of the Agreement hereby approved.

**THIS RESOLUTION SHALL BE IN FULL FORCE AND EFFECT IMMEDIATELY AFTER ITS PASSAGE AND APPROVAL AS PROVIDED BY LAW.**

Passed and approved this 13<sup>th</sup> day of March, 2019.

---

Chris McKern, Mayor

---

Linda Rappe, City Clerk

The motion for the adoption of the foregoing resolution was made by Council Member \_\_\_\_\_ and duly seconded by Council Member \_\_\_\_\_. Upon a vote being taken, the following members voted in favor thereof: \_\_\_\_\_. Those against same: \_\_\_\_\_.

March 1, 2019

Theresa Coleman  
City Administrator  
City of Kasson, MN  
401 5<sup>th</sup> Street SE  
Kasson, MN 55944

**RE: Proposal to Provide Services to Complete Zoning and Subdivision Ordinance Update**

Dear Theresa,

HKgi is pleased to submit the following proposal to assist the City of Kasson with the completion of the Zoning and Subdivision Ordinance Update. This proposal is the follow up to the Zoning and Subdivision Ordinance Update Work Plan, submitted to the City of Kasson on September 7, 2018. That Work Plan established details for Phase I (Tasks 1 and 2) of the process, with future steps of drafting the ordinance language to be proposed later. Below is an Updated Work Plan approach, which takes Phase II (Tasks 3 and 4) and breaks them into Modules for drafting and adopting the ordinance updates.

**Completed Tasks of Zoning and Subdivision Ordinance Update Work Plan:**

**Task 1 – Project Initiation, Ordinance Review, & Diagnosis – COMPLETE**

**Task 2 – Annotated Outline – COMPLETE**

**Remaining Work Plan:**

**Module 1: Districts, Uses, & Bulk Standards**

- Organize and update existing Zoning District and Overlay District sections
- Analyze Uses and Bulk Standards for each district
- Updates to the Zoning Map as needed
- Two meetings with the Planning Commission

**Module Deliverables:**

- Draft of Zoning Chapter Article III: Zoning Districts
- Proposed changes to Zoning Map

**Module 2: New Zoning Districts**

Hoisington Koegler Group Inc.  
123 North Third Street, Suite 100  
Minneapolis, Minnesota 55401-1659  
(612) 338-0800 Fax: (612) 338-6838 [www.hkgi.com](http://www.hkgi.com)



- Evaluate possibility of new zoning district(s) to fulfill Comprehensive Plan Goals
- Establish Uses and Bulk Standards for district(s)
- Updates to the Zoning Map as needed
- One meeting with the Planning Commission

Module Deliverables:

- Draft of Zoning Chapter Article III: Zoning Districts with New Zoning District(s) Added
- Proposed changes to Zoning Map

**Module 3: Subdivision/Platting Procedures & Standards**

- Organize and Update Subdivision Chapter of City Code
- Facilitate City Engineer to establish Subdivision Design Standards (\*Engineer's time not part of this proposal)
- One meeting with the Planning Commission

Module Deliverables:

- Draft of Subdivision Chapter

**Module 4: Performance Standards**

- Organize and Update Performance Standards
- Establish Use Specific Standards
- Organize and Establish standards for Off-Street Parking, Landscaping and Screening, and Lighting
- One meeting with the Planning Commission

Module Deliverables:

- Draft of Zoning Chapter Article IV: Development Standards

**Module 5: Administration & Procedural**

- Finalize and Organize Definitions
- Establish Training Materials for Planning Commission
- Develop Informational Cut-Sheets regarding City Processes
- One meeting with the Planning Commission

Module Deliverables:

- Draft of New Definitions Chapter
- Draft of Building Regulations Chapter
- Planning Commission Training Materials/Instructions

- City Process Forms, Cut-Sheets, and Information Sheets
- Instructions for Adoption of New Ordinances & Zoning Map

**Proposed Professional Fee**

HKGi proposes to accomplish the remainder of the project, as described above, for a not to exceed fee of \$30,000 including expenses. The project will be billed monthly commensurate with the level of work completed. The table below identifies the fees associated with each module, as well as estimated time needed to work through each module.

	Fee	Est. Timing if done individually
Module 1: Districts, Uses, & Bulk Standards	\$8,200	3 months
Module 2: New Zoning Districts	\$3,500	1 month
Module 3: Subdivision/Platting Procedures & Standards	\$4,700	2 months
Module 4: Performance Standards	\$6,000	2 months
Module 5: Administration & Procedural	\$6,800	2 months
Subtotal	\$29,200	
Estimated Expenses	\$800	
Not-to-exceed Fee with Expenses	\$30,000	

Please feel free to contact me if you have any questions about this proposal or would like additional information. If you find this proposal acceptable, please sign and email me a copy. We will consider your signature below as your authorization for us to proceed. We look forward to continuing to work with Kasson on this project.

Sincerely,



Brad Scheib, AICP  
Vice President

Signatures:

\_\_\_\_\_  
City of Kasson Representative

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

## Annual Distributed Generation

No Qualifying Facilities, Distributed Generation, or interconnection applications during reporting period

Due: March 1  
Reporting period: Previous calendar year (January 1, 2018 – December 31, 2018)  
Docket: Docket No. E999/PR-19-10  
Please file electronically  
Statute/Rule reference: MN Statue 216B.1611

Our utility had no qualifying facilities, distributed generation, or interconnection requests during the reporting period. We submit this form instead of filing the Qualifying Facilities Report and Distributed Generation Interconnection Report in Dockets 19-10.

Report Year	2018
Date Submitted	3/4/19
Filing Utility Information	
Company ID#	10040
Company Name	City of Kasson
Street Address Line 1	401 5th St SE
Street Address Line 2	
City	Kasson
State	MN
Zip Code	55944
Contact Information	
Contact Name	Nancy Zaworski
Contact Title	Finance Director
Contact Telephone	507-634-6321
Contact Email	financedept@cityofkasson.com
Comments/Notes	

**(Bold is updated or new, page #s and formatting will be completed once approved)**



# **CITY OF KASSON EMPLOYMENT POLICY HANDBOOK**

**Adopted by the City Council on \_\_\_\_\_, 2019**

**CITY OF KASSON**

## **EMPLOYMENT POLICY**

### **INDEX**

#### **Part I.**

A.	General Policy Statement, Organization & Authorization	4
B.	Statement of Policy	4
C.	Resolutions Repealed	4
D.	Definitions	5

#### **Part II.**

A.	Procedures	
1)	Applications	7
2)	Examination	7
3)	Conditions of Employment	7
4)	Probationary Period	8
5)	Terminations	8
6)	Status Changes	9
7)	Evaluation	9
8)	Other Employment	9
9)	Disciplinary Actions	10
10)	Hours of Work	12
11)	Overtime	12
12)	Compensation Plan	14
13)	Drug-Free Awareness Program	15
14)	Drug Free Workplace Policy	15
15)	Mutual Respect Policy	18
15A)	Complaint Policy and Procedures	18
16)	Harassment Policy	19
17)	Sexual Harassment Policy	19
18)	Conflict of Interest Policy	20
19)	Communications	
A)	Personal Use	21
B)	Internet Use	22
C)	Electronic Mail	22
D)	Instant Messaging	23
E)	Social Media	23
F)	Storing and Transferring documents	23
G)	Passwords and Physical security of Equipment	24
H)	Notice of Computer Problems	24

	I) Cellular Phone Policy	24
	J) Laptop/Portable Computer Use	25
20)	Prohibiting Firearms at Work	
21)	Credit Card Policy	25
22)	City Driving Policy	25
23)	Contacting the City Attorney	

### **Part III.**

#### **A. Benefits and Services**

1)	Seniority	28
2)	Holidays	28
3)	Vacation	29
4)	Sick Leave	30
5)	Court and Jury Duty Leave	34
6)	Funeral Leave	34
7)	Special Leaves	34
8)	Family/Medical Leave Policy	35
9)	Military Leave	40
10)	Bone Marrow Donor Leave	40
11)	Absence without Leave	40
12)	School Conference and Activity Leave	40
13)	Terminal Leave	40
14)	Administrative Leave	40
15)	Insurance Program	43
16)	Pension Plan	45
17)	Employee Education, Meeting & Travel Policy	45
18)	Elected Official Out-of-State Travel Policy	47
19)	Safety Eyeglass Policy	48
20)	Uniform Policy	50
21)		

**If this policy and union contracts differ union employees should consult their respective contracts**

## CITY OF KASSON

### EMPLOYMENT POLICY

#### PART I.

##### A. GENERAL POLICY STATEMENT, ORGANIZATION & AUTHORITY

###### SCOPE

In adopting this policy, it is the intention of the City Council to establish, insofar as permitted by the laws of the State of Minnesota and the ordinances of the City of Kasson, a uniform City policy, and the following rules, regulations and policies shall apply to all City employees regardless of position except those policies applying to union members as stipulated in a union contract. Any conflict between these policies and other authorized guidelines shall be resolved by the controlling boards or commissions.

##### B. STATEMENT OF POLICY

It is the policy of the City of Kasson, in recognition of the essential rights of all employees and applicants as individuals, to provide equal opportunities without regard to race, creed, color, religion, national origin, age, sex, disability, ancestry, sexual orientation, marital status, status with regard to public assistance, or membership on a local human rights commission. This policy applies to all phases of employment including, but not limited to, recruitment, hiring and promotion in all job classifications.

It is also the policy of the City of Kasson to take Affirmative Action to insure that all personnel actions, such as rate of compensation, employee benefits, transfers, lay-offs, demotions, training, terminations and promotions shall be administered without regard to race, creed, color, religion, national origin, age, sex, disability, ancestry, sexual orientation, marital status, status with regard to public assistance, or membership on a local human rights commission.

**"The provisions of this personnel policy serve as a guide for administrative actions concerning City personnel matters and shall not be construed as contractual provisions or as establishing terms of employment. All City employees subject to these guidelines are "at will" employees. The City may terminate any employee with or without cause at the sole discretion of the City under guidelines of this policy.** These guidelines as set forth supersede past practices and /or written representation of regular terms or conditions of employment. Rules set out below are not necessarily all-inclusive because circumstances that have not been anticipated may arise, which require or warrant appropriate disciplinary action, including discharge.

Failure of an employee to perform in a manner consistent with this policy shall constitute grounds for reprimand, suspension, demotion or dismissal.

##### C. RESOLUTIONS REPEALED

Resolutions relative to the personnel and employment policy heretofore adopted by the City Council are hereby repealed. All previous policies inconsistent with those contained herein are also repealed. **This policy supersedes any and all prior versions of the policy, and all employees are subject to its terms and conditions.**

**D. DEFINITIONS**

The following definitions apply throughout these rules, unless the context clearly requires another meaning:

Appointing Authority means the City Council or other officer or board authorized by the statute or lawfully delegated authority to make appointments to positions under the City policies.

Council means the City of Kasson City Council.

Day means calendar day except where otherwise stated in a specific rule.

Demotion means a change by an employee from a position to another position with less responsible duties and a lower salary range.

Department Head means an appointed City official duly authorized and responsible to supervise the activities of a department or agency under his or her jurisdiction. The persons in the following positions shall be considered to be Department Heads: the City Administrator, the Community Development Director, the Finance Director, the Electric Supervisor, the Water/Wastewater Supervisor, the Park and Recreation Director, the Director of Public Works, the Chief of Police, the Liquor Manager, Fire Chief, the Ice Arena Supervisor and the Library Director. Additionally, the City Administrator shall be the supervisor of all of the aforementioned Department Heads.

Desirable Qualifications means the requirements of training and experience desired but not necessary to qualify for a given position.

Dismissal means the termination of employment of an employee for cause.

**Employee means an individual who has successfully completed all stages of the selection process.**

**Fulltime means an employee who is required to work forty (40) or more hours per week year-round in an ongoing position.**

Layoff means the forced termination of employment because of shortage of funds or curtailment of services.

Military Leave means the leave of absence granted by state law to employees entering active duty in the armed forces of the State of Minnesota or the United States of America.

Medical Leave means the leave of absence granted by state and federal law to employees meeting the medical qualifications as set forth in policy.



Minimum Qualifications means the requirements of training and experience necessary to qualify for a given position.

Position means a group of current duties and responsibilities, assigned by a department head with recommendation and approval by the City Council, requiring the full or part-time employment of one person.

Probationary Period means the first six (6) months working test period during which a new appointee is required to demonstrate his or her fitness for the position to which he or she is appointed by actual performance of the duties of the position. Police have a one year probationary period.

Promotion means a change of an employee from one position to another with more responsible duties and a higher salary range.

Resignation means the termination of employment made at the request of the employee.

**Seasonal Employee means employees who work only part of the year (100 days or less) to conduct seasonal work. Seasonal employees may be assigned to work a full-time or part-time schedule. Seasonal employees do not earn benefits or credit for seniority. In order to comply with health care reform law while avoiding penalties, seasonal employees will be scheduled with business needs and in a manner that ensures positions retain seasonal status as intended or, in some rare instances, may be offered health insurance to comply with federal health care reform laws and regulations while avoiding associated penalties.**

Suspension means an enforced leave of absence with or without pay, for disciplinary purposes pending investigation of charges made against an employee.

Temporary Appointment means an appointment of a person not on a register to fill a position pending the establishment of a register for such position.

**Temporary Employee means an employee hired for a specific number of days not to exceed 180 days.**

Termination means retirement, resignation or dismissal of an employee.

Transfer means a change from one position to another having the same salary range and usually involving the performance of similar duties and requiring essentially the same qualifications of training and experience.

Veterans means all persons defined as veterans by Minnesota Statute Section 197.45, as amended.

Veterans Preference means the preference granted to veterans by Minnesota Statutes, Section 197.45 and Section 197.46 as amended.

**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.**

## PART II.

### A. PROCEDURES

#### 1) Applications

All applications for City positions may be obtained from the City Administrator's office of the City of Kasson. All applications shall be processed by the City Administrator and the appropriate Department Head at the authorization of the City Council. Applications for employment shall generally be made on application forms provided by the City. Other materials in lieu of a formal application may be accepted in certain recruitment situations as determined by the City Administrator or designee. **Supplemental questionnaires may be required in certain situations. All candidates must complete and submit the required application materials by the posted deadline, in order to be considered for the position.**

**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.**

#### 2) Examination

At the present time there are no validated examinations in use for general City employment. This does not apply to Minnesota Merit System or Civil Service.

#### 3) Conditions of Employment

All full and part time employees shall be required to pass a physical examination by a qualified licensed physician as a condition of employment. The physical examination shall be paid for by the City.

As a condition of employment a criminal background check shall be performed on all applicants selected for interview for employment with the City of Kasson. The results of the criminal background check must be to the satisfaction of the City Administrator and the City Council.

As a condition of employment any potential new employee who would be required by their job description to use City vehicles shall have their driving record checked. The results of the driving record check must be to the satisfaction of the City Administrator and the City Council.

Police candidates are also required to take and pass a psychiatric evaluation. The psychiatric evaluation shall be paid for by the City.

As a condition of employment every employee shall enroll in Direct Deposit of their paycheck.

The use of public property for personal use is strictly forbidden. This includes but is not limited to: borrowing vehicles or equipment for private use; washing private vehicles in public buildings; changing oil or other mechanical work on a private vehicle in a public building (it makes no difference if it is the weekend); allowing others access to public building or equipment for personal use; using meeting rooms for private parties or events that are not regularly available to the general public, etc.

#### 4) Probationary Period

Every employee hired, rehired, transferred or promoted shall be required to successfully complete a probationary period of six months from the date of employment, transfer, or promotion. This period shall be used to observe closely and evaluate the employee's performance, to secure the most effective adjustment of the employee to his or her position. The evaluation procedure and the personnel policy shall be adhered to. Only employees whose performance meets the "meets expectations" standard of work shall be recommended for retention. The probationary period for police officers is 12 months.

In rare or unusual circumstances or conditions that prevent the making of a full and fair determination as a basis for granting regular status or terminating the employee, a six-month extension of the probationary period may be granted. A request for extension must be made through the office of the City Administrator with final decision by the City Council. A request for extension must be submitted by the beginning of the sixth month and shall specify the reasons why the extension is required. A copy of the request shall be provided to the probationary employee.

## 5) Terminations

### a. Resignation

An employee may resign from City employment by presenting his or her resignation in writing to the supervisor, with a copy to the City Administrator. At least 14 calendar days shall be required to resign in good standing. Department Heads shall be required to give at least 30 days written notice of termination. Unauthorized leave of absence by an employee for three consecutive workdays shall be considered as a resignation by such employee.

### b. Reduction In Force

The City Council may terminate an employee without prejudice for the reasons of abolition of a position, shortage of work or funds, or other valid reasons outside the employee's control. No employees shall be terminated while there are emergency, limited-term or probationary employees serving in the same type of position.

### c. Retirement

Employees intending to retire should notify the City Administrator's office at least 30 days prior to their last workday.

### d. Termination of Employment Process

An employee desiring to terminate employment shall notify his/her department head in writing (signed) of his/her intention to retire or resign. The copy of this notice shall be sent to the office of the City Administrator for submission to the City Council.

On the employee's final date of employment, he/she shall be responsible for the surrender of all City property to include keys, equipment, materials, city issued clothing, **files, records, usernames, passwords**, etc., to his/her department head. Said items returned shall then be verified by employee's department head as a separate entry in employee's personnel file.

The City Administrator shall issue the appropriate warrants for pay and separation benefits and conclude the individual employee record.

## 6) Status Changes

### a. Promotions/Transfers

Promotions or transfers may be made in emergency situations or when deemed practical by a Department Head and approved by the City Council. The employee must already possess the required qualifications and the required probationary period shall begin from the date of promotion.

Whenever an employee transfers from one City position to another, he or she shall carry with him or her to the new position any accumulated sick leave and vacation benefits, as well as his or her seniority.

## 7) Evaluation

New employees shall receive training and periodic feedback as to their performance during their probationary period.

Upon the expiration of the probationary period, the employee shall be evaluated using standard evaluation procedures to determine whether the employee shall be placed on regular status. The evaluation date shall be based on the position hire date.

Each regular employee shall be evaluated annually in a private meeting with at least the immediate supervisor, the results to be placed in the employee's personnel file following Council action. Evaluations shall be considered in determining wage/salary step increases and in making promotions, demotions and dismissals. **At least a "meets expectations" is required to be able to gain a step on the pay scale.**

## 8) Other Employment

Although other employment is not encouraged by the City, any City employee engaging in outside employment shall adhere to the following guidelines:

Employees may not engage in any outside occupation, employment or business that might hinder their impartial or objective performance of their public duties, be incompatible with their City employment or impair their efficiency on the job. Bona fide members of the Kasson Fire Department or the "First Responders," may, at their discretion, respond to emergency fire or medical calls during regular hours of employment; however, City employees performing emergency or critical duties for the City at the time of an emergency fire or medical call, shall not respond to said emergency fire or medical call.

Other employment shall be regarded as secondary to regular City employment and shall not interfere with availability of employees for emergency or call in duty. There shall be no worker's compensation or sick leave payments to any individual injured in the course of outside employment.

## 9) Disciplinary Actions

a. Verbal Reprimand

A verbal reprimand shall be the most informal type of discipline, and shall be the initial means with which violations of this policy or departmental policy shall normally be dealt. Upon the recognition of a violation by, or problem with, an employee, the Department Head shall serve documented notice on the employee by verbal reprimand with his/her recommendation toward resolving the employee's action.

b. Written Reprimand

Upon the failure of verbal reprimand to correct a condition under which employee's performance continues to be substandard or unsatisfactory, or if the employee continues to violate policies of the City, the responsible department head may resort to reprimanding the employee in writing. A written reprimand shall be construed as a warning, and shall clearly describe the nature of the violation and required action and shall be signed by both the department head and the employee. The department head shall cause a copy of the written reprimand to be furnished to the City Administrator's office. The employee shall have the opportunity to respond to the charges conveyed in the reprimand. **Serious infractions may require skipping either the verbal or written reprimand, or both.**

c. Suspension, Demotion, and Discharges and Causes Therefore

When a department head has good reason to believe that an employee under his or her jurisdiction has given cause for his or her suspension, demotion or discharge, he or she shall notify said employee, in writing, setting forth the charges against him or her. Said written charges shall, with the recommendation of the City department head, then be filed immediately with the City Administrator for subsequent action by the City Council. Upon an official action by the City Council, the City Administrator shall cause a statement of such findings and the decision of the City Council to be served in writing on the employee. Service of this decision upon the employee shall constitute an official notice of his or her suspension, demotion, discharge or exoneration as the case may be. The charges, reply and order of the suspension, demotion, discharge or exoneration shall be filed in the City Administrator's office in the employee's personnel file.

The following causes, while not exclusive, may be causes for suspension, demotion or discharge of an employee from City employment; when such employee:

1. Has violated any lawful and responsible official regulation or order or failed to obey any lawful and reasonable direction made and given by his/her superior(s), when such violation or failure to obey constitutes an act of insubordination or a serious breach of proper discipline has resulted or may reasonably be expected to result in loss or injury to the employee, co-worker or the public;
2. Has been determined intoxicated or impaired due to a prescribed or an unprescribed narcotic drug while on duty;
3. Has been wantonly offensive in his or her conduct or language toward the public or other employees;
4. Has been incompetent or inefficient in the performance of the duties of his or her position;

5. Is careless or negligent with property of the City;
6. Has used, threatened or attempted to use, political influence in securing promotion, leave of absence, transfer, change of classification, pay or nature of work;
7. Has been induced, has induced, or attempted to induce an employee in City government to commit an unlawful act, or to act in violation of any lawful and reasonable official regulation including this policy, or has taken any fee, gift, or thing of value in the course of his or her work or in connection therewith for his or her personal use from any person, when such fee, gift, or item of value is given in the hope or expectation of receiving a favor or better treatment than that normally accorded other persons;
8. Has been absent from duty without leave as defined in this policy or has failed to report after leave of absence has expired, or after such leave of absence has been disapproved, revoked or canceled by the City Council; provided, however, that if such absence or failure to report for duty is excusable, the department head with the approval of the City Council may revoke the charges;
9. Has willfully made a false statement in any questionnaire, application, or form designed or used for the purpose of gaining employment in the City; or has shown proven dishonesty in the performance of duties;
10. Has been guilty of gross misconduct, which shall include but not be limited to petty theft or loan of public property for private or personal use on or off government premises;
11. Illegal sales of intoxicating beverages by employees of the Municipal Liquor Store:

Any employee of the Kasson Municipal Liquor Store who commits an "illegal sale" of an intoxicating liquor shall be discharged notwithstanding any other section or provision contained in the City of Kasson Employment Policy. When the Kasson Municipal Liquor Store manager has good reason to believe that an employee under his/her jurisdiction has made an illegal sale, he or she shall notify said employee, in writing, setting forth the charges against him or her. Said written charges shall then be filed immediately with the City Administrator for subsequent action by the City Council. Upon an official action by the City Council, the City Administrator shall cause a statement of such findings and the decision of the City Council to be served in writing on the employee. Service of this decision upon the employee shall constitute an official notice of his/her discharge or exoneration as the case may be. The charges, reply and order of discharge or exoneration shall be filed in the City Administrator's office in the employee's personnel file.

For the purposes of this section, an "illegal sale" of intoxicating liquor shall be any one or a combination of the following acts:

- a. A sale of intoxicating liquor to a minor.
- b. The sale of intoxicating liquor to an obviously intoxicated person.

- c. The sale of intoxicating liquor on a day or at a time when, by statute, it is illegal to sell intoxicating liquor.

#### 10) Hours of Work

The regular workday for Kasson City Employees shall be eight hours. The regular workweek shall be 40 hours. Department heads reserve the right to vary the scheduling depending on need not to exceed 40 hours in a seven day (Sunday-Saturday) period.

Department heads may schedule lunch periods for their respective employees on a staggered basis, in those departments where keeping that department open during lunch and break periods is necessary. **An unpaid lunch break of at least 30 minutes will be given to employees when an employee works eight (8) or more consecutive hours.** Fifteen minutes shall be the maximum normal rest period and may be taken twice daily at the discretion of the respective department head. Rest breaks are not to be used to extend lunch breaks, extending starting time or used to leave early. Rest breaks may not be accumulated.

Union employees should consult their individual contracts

#### 11) Overtime

##### a. Exempt Positions

Exempt employees working for the City of Kasson meet the criteria outlined in one of the four Fair Labor Standards Act (FLSA) exemptions (Executive, Administrative, Professional and Computer) in order to meet the “duties” test and be considered exempt.

Exempt employees under the Fair Labor Standards Act are required to work the number of hours necessary to fulfill their responsibilities including evening meetings and/or on-call hours. In recognition for working extra hours, these employees may take some time off during the normal working hours with supervisory approval. Employees shall not earn overtime but also shall not be subject to variations in pay based on quality or quantity of work actually performed. Exempt employees receive a predetermined amount of pay each pay period. Exempt employees must submit a time sheet to report paid sick, holiday and vacation leave. Submission of a time sheet for regular work hours is voluntary.

Exempt employees are required to use paid leave when on personal business or away from the office for four (4) or more hours on a given day. Exempt employees must communicate their absence to the City Administrator or his/her designee who has discretion to deviate from the standard leave policy for specific situations. Additional notification and approval requirements may be adopted by the City Administrator for specific situations as determined necessary.

Absences of less than four (4) hours do not require the use of paid leave as it is presumed that the staff member regularly puts in work hours above and beyond the normal workday requirement.

If one of the above employees regularly absents themselves from work under this policy and it is found that there is excessive time away from work which is not justified, the situation shall be handled as a performance issue. If it appears that less than forty (40) hours per week is needed to fulfill the position’s

responsibilities, the position shall be reviewed to determine whether a part-time position shall meet the needs of the City.

The time off for working in excess of 40 hours shall not be on a one-for-one basis. Deductions from the weekly salary may be made when: The employee is absent for a day or more for personal reasons unrelated to illness or injury; the employer imposes penalties for a major safety violation (e.g., suspension without pay); no work is performed in that week.

**b. Non-Exempt Positions**

The maximum workweek for non-exempt employees shall be 40 hours. Overtime may be worked with the prior consent of the respective department heads. When an employee works more than forty (40) hours, the City must pay overtime at the rate of 1 1/2 times the employer's rate of pay, or shall grant time off through compensatory time at 1 1/2 hours off for each hour of overtime worked.

Union Employees should consult their respective contracts.

Vacation, sick leave, and breaks of less than 15 minutes shall be counted as hours worked for the purpose of determining entitlement to overtime compensation.

**c. Compensatory Time**

Compensatory time-off shall be the preferred method of overtime payment. This shall mean that employees shall receive time and 1/2 of their normal hours, for all hours worked in excess of 40 hours per week credited to the employee's overtime account. This overtime shall then be used as time off at such time mutually agreeable to the employee and the Department Head. The employee shall have the option of choosing compensatory time or monetary compensation for hours worked in excess of 40 hours per week. It is intended the above procedure shall permit the City to provide each regular employee with a full paycheck on a year around basis and to avoid unpaid layoffs.

Comp-time shall be used up as time off as soon as practical. The compensatory time off must be documented on the employee's time form, and may not at any time accrue to more than 80 hours of available compensatory time. Compensatory time off shall not be counted as hours worked for the purpose of determining entitlement to overtime compensation.

**d. On-Call**

**Union employees should consult their respective contracts.**

**e. Court Time**

When a police officer is required to appear in court on City matters on his day off, court time shall be considered work time. The officer shall be paid for court time from the time they leave their home destined for the courthouse to the time they return home from the courthouse.

**Union Employee Consult your Contract**

**f. Meals, Breaks**

**Police Union Employees Consult your contract.**



If a police officer is not completely relieved from duty for the purposes of eating regular meals (breakfast, lunch or dinner), these meal periods shall be considered work time in the computation of the officer's entitlement to overtime compensation. If the police officer is completely relieved from duty for the purpose of eating regular meals, these bona fide meal periods shall not be considered as work time.

g. Seasonal, Temporary and Part Time Employees

Seasonal, temporary, part-time employees shall be paid overtime in an amount equal to the minimum overtime rate established by the State of Minnesota Fair Labor Statutes Act.

12) Compensation Plan

The City of Kasson utilizes a Base Pay Structure. Adjustments may be made upon approval of the City Council.

a. Regular Employees

**Only those employees who receive a "meets expectations" or higher on their annual performance evaluations shall be eligible for continued pay adjustments.**

b. Part Time Employees

**Once the part-time employee has worked 1000 hours they shall have a performance evaluation. Only those employees who receive a "meets expectations" or higher on the performance evaluation shall be eligible for a step increase.**

c. Paydays

Paydays shall be on a biweekly basis. All employees shall participate in the electronic transfer of paychecks, known as Direct Deposit.

13) Drug Free Awareness Program

The City's ongoing "Drug-free Awareness Program" is hereby established to inform employees regarding:

1. The dangers of drug abuse in the workplace.
2. The City's policy of maintaining a drug-free workplace.
3. Any available drug counseling, rehabilitation, and employee assistance programs.
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

It shall be the responsibility of the Office of City Administrator to inform all new employees of this policy at orientation and all present employees by written notification.

#### 14) Drug-Free Workplace Policy

##### a. Scope

The Drug-Free Workplace Act of 1988 (hereafter "Act") was enacted on November 18, 1988, as part of other federal omnibus drug legislation. This law requires organizations applying for federal grants to certify that they shall provide a drug-free workplace.

In accordance with the Act and for the benefit of its employees, the City of Kasson through the implementation of this policy is committed to maintaining a drug-free workplace.

##### b. Policy

The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace. Any violation of this policy by an employee of the City of Kasson shall result in personnel action as indicated in Item C, including possible termination of employment, when appropriate.

##### c. Guidelines

##### 1. Terminology

Unless otherwise indicated in this policy, the terms used have the same meanings that they have in the Act and in the regulations adopted pursuant to the Act. The term "workplace" refers to all facilities or places operated or owned by the City as well as any location at which an employee is engaged in work for the City.

##### 2. Responsibilities

- a. As a condition of employment, employees shall abide by the policy and notify the office of the City Administrator of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after the conviction.
- b. Within ten (10) days after receiving such notice from the employee or otherwise receiving actual notice of the conviction, the City shall notify the appropriate federal agency.
- c. In addition, within thirty (30) days of receiving such notice from the employee or otherwise receiving actual notice of the conviction, the City shall take at least one (1) of the following actions in regard to the convicted employee:
  - 1. Take appropriate personnel action against the convicted employee, up to and including termination; and/or

2. Require the convicted employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

d. Procedures for employees with Commercial Driver's Licenses who test positive for drugs or alcohol must follow procedures set out in the MMUA Drug and Alcohol Testing Consortium.

#### Alcohol Testing, Limitation of Duties and Employee Compensation

If the test of a City of Kasson Employee, who is subject to the requirements of 49 C.F.R. Part 382, results in an MRO verified positive test or breath test for alcohol with an alcohol concentration of 0.04 or greater, the employee is placed on leave immediately following notification and is permitted to use compensatory time, sick time or vacation time, and/or unpaid leave. At a minimum, an employee who has violated the prohibited alcohol use rules shall not be allowed to return to duty until a subsequent test results in an MRO verified negative test.

An employee whose test results indicate an alcohol concentration of 0.02 or greater, but less than 0.04, shall not be allowed to perform safety sensitive functions until the start of the employees next regularly scheduled duty period, but not less than 24 hours following the alcohol test. The employee shall not be allowed to drive City vehicles during the same period and a designated supervisor shall arrange for the employee to receive a ride home. Leave shall continue as described herein until a subsequent test results in an MRO verified negative test.

#### Drug Testing, Limitation of Duties and Employee Compensation

If the test of a City of Kasson employee, who is subject to the requirements of 49 C.F.R. Part 382, results in an MRO verified positive test for drugs, the employee is placed on leave immediately following notification and is permitted to use compensatory time, sick time or vacation time and/or unpaid leave. The employee is entitled to the option of a retest of the initial sample for confirmation, the cost of which is provided for by the employee.

#### Assessment, Treatment and Follow-up Testing for Drugs or Alcohol

The employee shall be referred by the City of Kasson to an appropriate substance abuse professional for assessment and enrollment in a treatment and rehabilitation program. The employee must be assessed and, if recommended by the substance abuse professional, initiate treatment for drug or alcohol abuse by the preapproved agency as quickly as possible, but within a time not to exceed five working days. Results of the positive drug or alcohol test and terms of the rehabilitation shall remain confidential, except as provided by the Federal Regulations.

Employees referred to the treatment of a rehabilitation program as a result of an MRO verified positive drug test or breath or other test showing an alcohol concentration above 0.04, must comply with all other conditions of treatment and counseling program recommended by the substance abuse professional.

Successful completion of the prescribed program shall be required for the employee to continue employment with the City of Kasson. Return to duty shall occur only upon the direction of the MRO or

substance abuse professional. Upon returning to work, employees shall be subject to a minimum of six unannounced tests for a period of not to exceed sixty months.

### Financial Responsibility

All insurance benefits in force at the time of the position test shall continue at the expense of the City, and shall be reimbursed by the employee within sixty days of his or her return to work or upon termination of the employee's employment, whichever occurs first thus assuring the continuation of benefits for the employee upon return to work. All expenses of the substance abuse treatment and rehabilitation program shall be paid for by the employee, with the employee health insurance provider funding that portion as provided in the benefit plan. Employees opting to not comply with any portions of the assessment, treatment and follow-up requirements, also opt to discontinue employment with the City of Kasson, at which time the costs incurred by the City are due in full.

### Work Duties and Return to Work

Non-covered duties of the employee on leave shall be reassigned until the MRO or substance abuse professional determines that the employee may return to duty. Employees who undergo substance abuse treatment and counseling under this policy and who continue to work for the City of Kasson must meet all established standards of conduct and job performance.

### Disciplinary Actions

An employee holding a commercial drivers license whose test results indicate drug use or alcohol concentration of 0.04 or greater shall be subject to the Disciplinary Actions for employees as outlined in this Policy.

### Repeat Offense

If an employee is undergoing substance abuse treatment and counseling or has returned to duty upon successfully completing such treatment and rehabilitation and a subsequent test is verified by the MRO as positive, or results in an alcohol concentration of 0.04 or greater, the employee shall be terminated.

## 15) Mutual Respect Policy

### a. Purpose

Mutual respect, consideration, and courtesy are traditional at the City of Kasson and are expected of every member of its staff. All staff members of the City of Kasson have the right to pursue their careers without fear of intimidation or harassment from co-workers or their organizational superiors.

### b. Policy

Disrespectful behavior of any kind -- sexual or any other form, ranging from malicious or idle gossip, backstabbing, inappropriate humor and subtle hints to overt acts, threats or physical contacts--shall not be tolerated. An individual who experiences intimidation or harassment is asked to report it, using the complaint policy and procedure listed in item 15A.

#### 15A Complaint Policy and Procedure

Complaints directed to City Administrator, the Department Heads or Supervisors shall be considered as to whether the complaint alleges illegal activity, a violation of city policy, or simply poor employee conduct. The City particularly and specifically has an obligation to investigate if there are complaints of discrimination or harassment; employee theft, embezzlement, or fraud; retaliation based upon making a complaint or claim of any type of harassment. No employee who reports a complaint shall be retaliated against in any way. Retaliation of any type shall also be categorized as harassment under the Mutual Respect Policy. All written complaints must be investigated. All written complaints must be signed, confidentiality cannot be guaranteed.

In a timely manner, response to a complaint may include some or all of the following:

- Consultation and review of employee handbooks, personnel policies, union contracts, city code and other written procedures, particularly to determine the appropriate course of action and documentation.
- Contact with law enforcement if necessary
- Selection of an investigator, if it is not the person to whom the complaint was made.
- Interview with the complainant
- Interview with offender
- Interviews with others as appropriate
- Review of information gathered
- If appropriate, corrective action shall be taken. The City has the right to apply any sanctions or a combination of sanctions to deal with unreasonable conduct, such as:
  - Counseling the offender(s)
  - Establishment of an improvement plan
  - Probation, with a warning of suspension or discharge for continuing or recurring offenses
  - Suspension without pay
  - Termination

Any disciplinary action resulting from a complaint should be placed in the offender's personnel file.

If at the end of the review conducted by the City Administrator, the Department Heads or Supervisors, the complainant feels the complaint is not satisfactorily resolved, the person may approach the City Council.

#### 16) Harassment Policy

The City of Kasson is committed to providing a work environment that is free of discrimination. Harassment based upon a person's race, creed, color, religion, national origin, age, sex, disability, ancestry, sexual orientation, marital status, status with regard to public assistance, or membership on a local human rights commission is unlawful. In keeping with this commitment, the City of Kasson strictly prohibits unlawful harassment in any form, including verbal, physical and visual harassment.

This policy strives to provide a safe work environment, free from unreasonable interference, intimidation, hostility or offensive behavior on the part of supervisors, co-workers, visitors or agents of the City. This included a prohibition against posting, wearing or distributing items that may be considered offensive. It also acknowledges that harassment of all types is against the law and shall not be tolerated by the City of Kasson.

If an employee believes they have been harassed by a co-worker, supervisor, visitor, or agent of the City, they should follow the Complaint Policy and Procedures set out in 15A of this handbook.

#### 17) Sexual Harassment Policy

It is the policy of the City of Kasson that sexual harassment of employees is prohibited. The City of Kasson believes that every employee has the right to a work environment free from sexual harassment. Any employee found to have acted in violation of this policy shall be subject to appropriate disciplinary action, which may include termination.

"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:

1. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of an individual's employment; or
2. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment; or
3. that conduct or communication has the purpose or effect of substantially interfering with an individual's employment or creates an intimidating, hostile, or offensive work environment; and the employer knows or should know of the existence of the harassment and fails to take timely and appropriate action; or
4. such conduct is based on sex and would have not occurred "but for" the sex of the victim even though it is not clearly sexual in nature of an explicit sexual advance.

Anyone wishing to file a claim of sexual harassment should follow the Complaint Policy and Procedure set out in 15A of this handbook.

#### 18) Conflict of Interest Policy

To maintain proper control and accountability over City functions and operations and to reduce potential organizational conflicts of interest that may arise due to the employment of an employee's spouse, relative or roommate, the following policy shall apply:

- a. The term "relative" when used in this policy shall mean any two or more individuals who are related to each other by blood, marriage, adoption or legal guardianship. This shall include "relative" of council members or their spouses as defined here.

- b. The term “roommates” when used in this policy shall mean any two or more individuals who reside in the same dwelling unit.
- c. The City shall not employ two or more roommates or two or more persons who are relatives in regular full-time or regular part-time positions under the following circumstances:
1. Where one employee shall appoint, supervise, evaluate, discipline or dismiss another of his/her relatives or his/her roommate.
  2. Where one employee shall be responsible for auditing the work of another member of his/her relatives or his/her roommate.
  3. Where confidentiality of the City would be compromised.
  4. Where other circumstances exist which would place those defined as “relatives” or “roommates” in a situation of actual, reasonably foreseeable or perceived conflict between the City’s interest and their own.

## (19) COMMUNICATIONS

EVERYTHING INCLUDED IN THE COMMUNICATIONS SECTION IS SUBJECT TO THE MN DATA PRACTICES ACT AND IS THE PROPERTY OF THE CITY OF KASSON

### General Information:

This policy serves to protect the security and integrity of the City of Kasson’s electronic communication and information systems by educating employees about appropriate and safe use of available technology resources. Computers and related equipment used by City employees are property of the City. The City reserves the right to inspect, without notice, all data, e-mails, settings or any other aspect of a City-owned computer or related system, including personal information created or maintained by an employee. The City shall do so on an as-needed basis as determined by the City Administrator or Department Head.

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

### A) Personal Use

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

- Reasonable, incidental personal use of City computers and software (e.g. word processing, spreadsheets, e-mail, Internet, etc.) is allowed but should never preempt or interfere with work use. All use of City computers and software, including personal use, must be consistent with provisions in this policy.

- Employees shall not connect their own peripheral tools or equipment to City owned systems (such as digital cameras, PDAs, disks or flash cards, etc.), without prior approval from the City Administrator or Department Head and must follow provided directions for protecting the City's computer network.
- Files from appropriate personal use of the City's equipment may be stored on your computer's hard drive, providing the size of all personal files does not exceed 50MB.
- The City may inspect any data or information stored on its equipment or network, even if the information is personal to the employee.
- City equipment or technology shall not be used for personal business interests, for-profit ventures, political activities or other uses deemed by the City Administrator to be inconsistent with City activities. If there is any question about whether a use is appropriate it should be forwarded to the City Administrator for a determination.
- Only city employees may use city-owned equipment.

#### Software, hardware, games and screen savers

In general, the City shall provide all software and hardware required for an employee to perform his or her job duties. Requests for new or different equipment or software should be made to your supervisor. Except as provided below, employees shall not download or install any software on their computer without the prior approval of the City Administrator. The City reserves the right to remove any unauthorized programs or software, equipment, downloads or other resources.

Microsoft clipart and photo files contained on the site [www.microsoft.com](http://www.microsoft.com) may be downloaded by employees without prior approval. "Automatic Microsoft updates" may be downloaded without prior approval and should be completed by a user within two days of notice.

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

#### B) Internet

The following considerations apply to all uses of the Internet whether business related or personal.

- There is no quality control on the Internet. All information found on the Internet should be considered suspect until confirmed by another source.
- Employees may not participate in any Internet chat room unless the topic area is related to City business
- The City may monitor any employee's use of the Internet without prior notice, as deemed appropriate by the City Administrator.
- Reasonable personal use of the Internet during non-work hours (breaks, lunch hour, before or after work) is permitted. Employees may not at any time access inappropriate sites. Some examples of inappropriate sites include but are not limited to adult entertainment, sexually explicit material, or material advocating intolerance of other people, races, or religions, etc. With the exception of the Police Department for use in an investigation. If you are unsure whether a site may include inappropriate information, you should not visit it.



- Internet use during work hours should be limited to subjects directly related to job duties.
- No software or files may be downloaded from the Internet unless approved in advance by the City Administrator. This includes but is not limited to free software or downloads, maps weather information, toolbars, music or photo files, clipart, screensavers and games.

### C) Electronic Mail

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

Employee e-mails (including those that are personal in nature) may be considered "public" data and may not be protected by privacy laws. E-mail may also be monitored as directed by the City Administrator and without notice to the employee. The following policies relate to e-mails of both business and personal content:

- Use common sense and focus primarily on using e-mail for City business. Never transmit an e-mail that you would not want your boss or other employees to read (e.g. avoid gossip, personal information, swearing, etc.)
- Use caution or avoid corresponding by e-mail on confidential communications (e.g. letters of reprimand, correspondence with attorneys, medical information, etc.)
- Do not open e-mail attachments or links from an unknown sender. Delete junk or "spam" e-mail without opening it if possible. Do not respond to unknown senders.
- Do not use harassing language, including sexually harassing language or any other remarks including insensitive language or derogatory, offensive or insulting comments or jokes in an e-mail.
- Do not gossip or include personal information about yourself or others in an e-mail.
- Do not curse or use swear words in an e-mail.

### D) Instant Messaging

The city does not provide employees with resources or tools to communicate by Instant Messaging (IM) when conducting city business. Employees are not allowed to use IM as a mechanism for personal communication through the city's computer network or when using city equipment, and are not allowed to download or install any IM software on their city computer.

### E) Social Media

Cities should distinguish between use of social media sites such as Facebook and MySpace, et al., blogs and microblogs such as Twitter, for official city business versus personal use. When using social media to support official city business in accordance with job duties, individuals should clearly identify themselves as connected to the city. Personal use of social media by city staff – whether about the city or not, and whether positive or negative – shall reflect on the city as a whole. Personal use of social media should not violate any city policies already in existence, such as those on harassment prevention.

### F) Storing and transferring documents

Electronic documents, including e-mails and business-related materials created on an employee's home or personal computer for City business, should be stored on the City network in accordance with records retention policies for that department. The following are some general guidelines that may be useful to consider:

- E-mail that is simple correspondence and not an official record of City business should be deleted (from both the "Inbox" and the "Deleted" box) as soon as possible and should not be retained by employees for more than three months. The City shall not retain e-mails longer than one year on the network or in the network back-ups.
- E-mail that constitutes an official record of City business must be kept in accordance with all records retention requirements for the department and should be copied to appropriate network files for storage.
- City-related documents that an employee creates on his or her home computer or any other computer system should be copied to the City's network files.
- Documents or e-mails that may be classified as protected or private information should be stored separately from all other materials.

If you are unsure whether an e-mail or other document is a government record for purposes of records retention laws, or whether it is considered protected or private, check with your Department Head.

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

The City has installed anti-virus software on each computer to protect against these threats by automatically scanning storage media for viruses and similar concerns. The anti-virus software provides automatic updates.

#### G) Passwords and physical security of equipment

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

- All media addresses and passwords are the property of the City. All are immediately surrendered to the city upon termination or suspension.
- Your passwords should not be shared or told to anyone.
- Passwords should not be stored in any location on or near the computer. If necessary, store your password in a document or hard copy file that is locked when you are absent from your desk. Do not store it electronically in a palm pilot or cell phone system.

It is recommended that employees lock their workstation (press Ctrl-Alt-Del keys) if you shall be away from your desk or office for more than five minutes. Unlock your computer by doing the same and typing in your password. Use caution if you leave equipment unattended because it is generally small and portable. Do not leave city computer equipment in an unlocked vehicle or unattended at any off-site

facility (airport, restaurant, etc.) If your office or desk area is in a high-traffic public area, check with the City Administrator about appropriate security measures.

#### H) Notice of computer problems

Employees are responsible for notifying their Department Head or the Finance Director about computer problems or odd computer behavior. Employees should err on the side of caution when reporting issues because small problems may indicate a more serious network or computer system issue.

#### I) Cellular Phone 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 that:**

- **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 cell phone records about city business are subject to the Minnesota Government Data Practices Act. What this means is that if a request were received, the city would be under the obligation to determine what information is public data and what information is private data and would need access to the employee's phone records and possibly the phone itself in order to provide the data that is 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.**

**Supervisors may 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.**

#### J) Laptop/Portable Computer Use:

It is the responsibility of the employee using a laptop computer or other portable equipment, to keep the equipment in a safe environment, protected to the extent possible from theft or damage. Any portable computer damaged or stolen must be reported immediately to the City. All data collected, stored, processed or disseminated by City employees on portable computer equipment owned by the City is governed by the Data Privacy Act. Additional software or programs may not be loaded without prior authorization and any copying of software on a portable computer for personal use is prohibited.

## **20) PROHIBITING FIRE ARMS AT WORK**

**The City of Kasson hereby establishes a policy prohibiting all employees, except sworn employees of the Police Department, from carrying or possessing firearms while acting the course and scope of employment for the city. This policy includes employees with valid permits to carry firearms. The possession or carrying of a firearm by employees other than sworn Police Officers is prohibited while working on city property or while working in any location on behalf of the city. This includes but is not limited to:**

- Driving on city business;**
- Riding as a passenger in a car or any type of mass transit on city business;**
- Working at city hall or any other city-owned work site;**
- Working off-site on behalf of the city;**
- Performing emergency or on-call work after normal business hours and on weekends;**
- Working at private residences and at businesses on behalf of the city;**
- Attending training or conferences on behalf of the city;**

**An exception to this policy may carry and possess firearms in city-owned parking areas if they have obtained the appropriate permit(s). Therefore, if a city employee must drive his or her personal vehicle on city business, he or she may check a firearm with the city Police Department during the work day and retrieve it after work. The Police Department will establish procedures to ensure that the firearm is locked up and is not able to be retrieved by anyone other than the owner/employee.**

**When responding to on-call work from home after regular work hours, an employee is prohibited from bringing a firearm in their private vehicle unless the vehicle remains in a parking lot and is not needed in order to respond to the call.**

**Violations of this policy are subject to disciplinary action in accordance with the city's disciplinary procedures policy.**

**The City reserves the right to search and inspect employee property while on City premises, while operating City machinery, equipment or vehicles for work-related purposes, or while engaged in City business off premises including desks, lockers and file cabinets.**

**The City encourages employees who are aware of policy violations to promptly report the violations to their supervisors or to the City Administrator. No employee acting in good faith, who reports violations of this policy will be subject to retaliation or harassment based upon their report.**

## **21. CREDIT CARD POLICY**

**The police department and utility departments have charge accounts for gas. Each charge should identify the vehicle, mileage, department to be charged and the person signing the receipt. The City also has charge accounts at local businesses. Each purchase at these businesses should identify the department to be charged and the person signing the receipt.**

**The City Administrator, Finance Director, Deputy Clerk, Fire Chief, Police Chief Public Works Director, Library Associate and Library Director have City credit cards and authorization from this department head is needed to use it.** Department Heads are responsible for verifying and approving each credit invoice for their Department.

**ABSOLUTELY NO PERSONAL PURCHASES/CHARGES ARE ALLOWED.**

## 22. 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 work day after any temporary, pending or permanent action is taken on their license and to keep their supervisor informed of any changes thereafter.**

**The city will determine appropriate action on a case-by-case basis.**

### Driver Training

Each City department will be responsible for determining what, if any, initial training will be necessary for new hires or transferred employees. Supervisors will arrange for on the job or special training if needed. All employees will be expected to participate in driving related safety courses deemed relevant to their departments and/ or job classifications. Such courses may be offered periodically through the City's safety program or may be offered through and for specific departments.

Remedial or supplemental driver training may be required for drivers who have been identified as having such need. Examples of this include, but are not limited to patterns of violations found during review(s) of the driving record, complaint(s) from members of the public, and/or any accidents or "near misses" that the employee might be involved in.

### Accident Reporting, Review and Analysis

Law enforcement reports will be the primary means accepted to document the facts of a City vehicle accident. The employee should contact the law enforcement agency with jurisdiction (where the accident occurred) immediately following the incident and request that a report be completed. The employee shall submit to any testing and provide any documentation as requested by law enforcement.

### Vehicle Inspection, Maintenance and Records

Each department within the City should establish vehicle inspection and maintenance programs to meet its needs. Practices and criteria will be developed to comply with state and federal DOT standards, Minnesota rules and statutes, along with manufacturers' recommendations. Written or electronic records will be arranged in a systematic fashion to document all inspection, service and repair.

### Use of Personal Vehicles for City Business

Employees should avoid using their own private vehicle to respond to emergencies that arise except where absolutely necessary, or as directed by their immediate supervisor, Department Head, Chief of Police, Fire Chief, or the City Administrator. The City recognizes that from time-to-time, employee(s) may need to use his/her/their own vehicle to respond to emergency situations that occur within the City. If and when this situation arises, the employee shall obey all traffic laws and regulations in response to the emergency. Employees shall not operate their own personal vehicle in response to City emergencies without a valid license and insurance as required by law.

### Seatbelt Use

City employees are required to wear seatbelts and obey all traffic rules pursuant to Minnesota Law. The City will not be responsible for any citation that the employee might receive during the course of their employment whether they are using a private vehicle or a City owned vehicle, and will not indemnify the employee for any fines, fees, expenses, or damages.

### Distracted Driving

The first priority of all employees while driving City vehicles is the safety of themselves, their passengers and the public. Communication devices, electronic equipment and vehicle controls should only be used or adjusted when it is clearly safe to do so. Drivers shall obey current state laws pertaining to driver distraction and exercise good judgment in areas allowing discretion.

## **23. Contacting the City Attorney**

**In order to avoid potential conflicts and to control the cost of legal services, the City of Kasson adopts the following policy regarding contacting the city attorney.**

**The following procedure is established for City employees, Commissioners and Council Members that want to contact the City Attorney for assistance:**

- Submit their request in writing to the City Administrator or the Mayor, in writing.**
- State the purpose of the contact.**
- Obtain written approval prior to calling the Attorney.**

**Requests will be approved by the Mayor or the City Administrator if the request meets one of the following criteria:**

- The request is for information on an issue currently affecting city business**
- The request is for information on an issue relevant to current city business**
- The request is for information that could create a potential problem relevant to city business.**

**If the request for information is agreed to at any Council meeting, then no further approval is necessary.**

**If the request is made to the Attorney during a meeting s/he is attending, no further approval is necessary.**

**In the case of on-going City projects, approval will be given to authorized staff on a per project basis.**

**All information given must be shared in writing with a quorum of the City Council, and/or Commissioners at the next appropriate meeting.**

**Nothing in this section shall limit the Police Department's access to the City Attorney.**

**Nothing in this section shall limit any person's rights under the law to contact the City Attorney.**

**The City Attorney has been advised of this policy and agrees to follow it. The City Attorney also:**

- Reserves the right to investigate the validity of any request,**
- Will confine his/her answer to only the issue presented,**
- Reserves the right to refuse to respond,**
- May choose to contact the Mayor or the City Administrator prior to responding.**

## PART III.

### A. BENEFITS & SERVICES

#### 1) Seniority

Seniority shall be determined by an employee's length of employment time, and is the basis for determining various employee benefits. Only full-time and continuous employment time shall count toward seniority. Seasonal or temporary work time prior to appointment to regular full-time status shall not count toward seniority. Authorized leave of absence as well as lay-off because of lack of work or funds shall not result in loss of seniority.

#### 2) Holidays

Full-time employees shall receive 80 hours to be divided equally among the designated holidays throughout the year. (Except years when Christmas Eve falls on a weekday those years there shall be 84 hours). Union employees should consult their respective contracts in regards to holidays. The City shall observe the designated holidays by conducting no official business, excluding those departments required to maintain necessary operations. Union employees should refer to their union contract in regard to work performed on the holiday.

Designated holidays are as follows:

- a. New Year's Day - January 1st
- b. Martin Luther King Day - 3rd Monday in January
- c. Washington's & Lincoln's Birthdays - 3rd Monday in February
- d. Memorial Day - Last Monday in May
- e. Independence Day - July 4th
- f. Labor Day - First Monday in September
- g. Veterans Day - November 11th
- h. Thanksgiving Day - 4th Thursday in November
- i. Day after Thanksgiving Day - 4th Friday in November
- j. Christmas Day - December 25th

Holidays falling on Sunday shall be observed on the following Monday by those employees working Monday through Friday. Holidays falling on Saturday shall be observed on the preceding Friday by such employees, with the exception of the New Year's Day Holiday, which shall be observed the following Monday.



During years in which Christmas Eve falls on a weekday a ½ day (afternoon) shall be observed as a holiday. If Christmas Eve falls on a weekend no holiday shall be “observed”.

All regular employees working twenty (20) hours or more a week on a year- round basis are eligible for holidays at their regular rate of pay on a pro rata basis.

### 3) Vacation

#### a. Eligibility

Full-time salaried or hourly employees and part-time employees who are regularly scheduled to work 30 hours or more per week on a year-round basis shall accrue paid vacation at the regular rate of pay on a pro rata basis for actual hours worked. Only time actually worked while the employee is so classified shall count towards vacation eligibility and benefits.

Employees regularly scheduled to work less than 30 hours per week and temporary or seasonal employees shall not be eligible for vacation benefits.

#### b. Amount of Vacation Allowed

Beginning 1 through 2 years consecutive full-time service	3.08 hours per pay period(10 days)
Beginning 3 through 7 years consecutive full-time service	4.62 hours per pay period(15 days)
Beginning 8 through 11 years of consecutive full-time service	5.54 hours per pay period(18 days)
Beginning 12 through 15 years of consecutive full-time service	6.46 hours per pay period(21 days)
Beginning 16+ years of consecutive full-time service	7.39 hours per pay period(24 days)
Union employees should consult their contract	

#### c. Other Terms and Conditions

Transferred and promoted employees may utilize accrued vacation time during their probationary period only with the approval of their supervisor. Vacation time accrued by an employee in another office or department shall be transferred with the employee to the new office or department.

Employees who are on a lay-off or on an authorized leave of absence without pay shall not accrue vacation or sick leave time during the period of such layoff or authorized leave.

#### d. Accrual

An employee may accrue vacation leave to a maximum of 1-1/2 times the vacation leave earned by the employee in the year. Four (4) or more continuous weeks of vacation may be taken only if efficient operation of the department may be continued and must be approved by the City Council.

#### e. Requests

On a regular basis, department supervisors shall consult with employees eligible for vacation to determine the vacation schedule for the department. Employees requesting vacation time shall submit such request in writing at least ten (10) days in advance to the department supervisor. If more than one (1) employee in a given office requests vacation time for the same period, requests shall be considered

by the department supervisor and vacation shall be granted on the basis of seniority and/or other circumstances surrounding the situation. Requests for vacation time shall not be granted if the employee's absence may impair the efficiency of the office or department. Notice in advance shall be given to the City Administrator's office as to vacations to be taken by department heads of three days or more.

f. Waiving Vacation Period

Employees shall not be permitted to waive vacation time for the purpose of receiving double pay.

Employees may use accumulated vacation time as an extension of sick leave, provided sick leave benefits have been exhausted, with the approval of the department supervisor.

g. Terminal/Unused Vacation

When an employee has proper notice or when an employee is laid off or retires, he/she shall be paid for vacation time accrued and unused to the date of separation.

The retiring employee may choose to convert the unused vacation to their Post Retirement Medical Expense Account.

4) Sick Leave

a. Eligibility

Full-time and part-time employees consistently working twenty (20) hours or more per week shall be eligible for sick leave grants. In the case of regular part-time employees, grants shall be made on a prorated basis directly proportionate to the number of hours worked.

Employees classified as temporary, part-time (less than 20 hours per week) and seasonal shall not be eligible for sick leave.

b. When Granted

Sick leave with pay shall be granted for personal illness, medical examination, medical treatment or legal quarantine, for the employee and minor children, or in the case of a work-connected injury.

Per State Statute **181.9413** an employee may use up to 160 hours of sick leave for illness, medical examination, medical treatment or legal quarantine for adult children, spouses, siblings, parents, parent-in-laws, grandchildren, grandparents, and stepparents. This also allows for use of sick time for "safety leave" to provide or receive assistance personally or for listed relatives due to sexual assault, domestic abuse or stalking. However, for these relatives, the leave is limited to 160 hours in any 12-month period. The 160-hour limit does not apply to the employee's stepchild, biological or foster child, either under 18 or under 20 if still attending secondary school.

When an employee is eligible for Worker's Compensation payments for hours of lost time due to a work related injury or illness, the employee may supplement these payments with a prorated portion of his or her sick leave pay, so that the combination of the two shall equal his or her regular pay for a period. When the period of disability is three days or less, all lost time shall be paid from the employee's sick leave account on a prorated basis directly proportionate to the number of hours worked, as Minnesota

Statutes do not provide for Worker's Compensation payment during this period. The work related injury shall be reported immediately to the employee's supervisor, who shall complete a "Supervisor's Report of Accident" form for submission to the City Administrator's Office. The employee shall, at the earliest possible opportunity, appear at the City Administrator's Office to assist in completion of a "First Report of Injury" form. The lost time shall be limited to the actual time deemed medically necessary for the treatment of said work related injury or illness, and shall be documented as such on the employee's time sheet.

Employees who are on a lay-off or on an authorized leave of absence without pay shall not accrue sick leave time during the period of such layoff or authorized leave.

c. Request For

When a request for sick leave is necessary, employees shall notify their respective department heads at the earliest practicable time. Failure to make a diligent effort to give such notice may result in a payroll deduction for the time taken.

Employees claiming sick leave for more than three (3) consecutive days may be required to file with their respective department supervisor, competent written evidence that they have been absent as authorized for this purpose. (In the case of a serious illness of self or in the immediate family requiring the employee's attendance see the Family Medical Leave.) Additional sick leave may be granted by the City Administrator.

d. Accrual

3.39 hours of sick leave shall be granted for each completed pay period. Additions to or deductions from each employee's sick leave account shall be made each pay period. Only days that the employee would normally have worked shall be charged against his or her sick leave account. For employees hired before January 1, 1999, unused sick leave shall accrue to a maximum of 1000 hours. Employees hired on or after January 1, 1999 shall be allowed to have a maximum accumulation of 600 hours of sick leave.

e. Exclusions

The following situations are excluded from sick leave benefits:

1. When illness or injury is due to or incurred while in the employ of others.
2. When illness, injury or physical inability results from excessive use of alcohol, or non-prescribed drugs, or abuse of prescribed drugs except as part of the medically accepted treatment program.
3. During an unpaid leave of absence with stated guidelines.
4. When holidays occur during an employee's sick leave.
5. After termination of employment.

f. Unused Sick Leave

When an employee who leaves employment with the City of Kasson and meets the minimum requirements of this program as outlined below, he/she shall be eligible to participate in a post-employment insurance program provided by the City of Kasson.

A. Employee has completed:

1. Ten (10) to fourteen (14) years of employment with the City of Kasson and;
2. Has between three hundred (300) and four hundred (400) hours of sick leave accumulated as of their last day of employment.

This employee shall have the first 300 hours accumulated converted on a 2 to 1 formula. The dollar value of accumulated sick leave hours (base 300 hours) shall be equal to one-half (1/2) of the hours at the time of termination/retirement multiplied by the employee's hourly rate of pay at the time of termination/retirement.

The hours accumulated in excess of 300, up to 600 hours shall be converted on a 4 to 1 formula. The dollar value of accumulated sick leave hours in excess of the 300 base hours shall be equal to one-fourth (1/4) of the hours at the time of termination/retirement, multiplied by the employee's hourly rate of pay at the time of termination/retirement.

The total dollars available based on the formulas as described above shall be deposited in the insurance program provided by the City for the sole purpose of paying medical related expenses. The employee may also elect to contribute all of the unused vacation they have accumulated to this account.

B. Employee has completed:

1. Fifteen (15) to nineteen (19) years of employment with the City of Kasson and;
2. Has between four hundred (400) and five hundred (500) hours of sick leave accumulated as of their last day of employment:

This employee shall have the first 450 hours accumulated converted on a 2 to 1 formula. The dollar value of accumulated sick leave hours (base 450 hours) shall be equal to one-half (1/2) of the hours at the time of termination/retirement, multiplied by the employee's hourly rate of pay at the time of termination/retirement.

The hours accumulated in excess of 450, up to 600 hours shall be calculated on an hour for hour (1-1) formula. The dollar value of accumulated sick leave hours in excess of 450 base hours shall be equal to each hour (1-1) at the time of qualification, multiplied by the employee's hourly rate of pay at the time of termination/retirement.

The total dollars available based on the formula as described above shall be deposited in the insurance program provided by the City for the sole purpose of paying medical related expenses. The employee may also elect to contribute all of the unused vacation they have accumulated to this account.

C. Employee has completed:

1. Twenty (20) or more years of employment with the City of Kasson and;
2. Has between five hundred (500) and six hundred (600) hours of sick leave accumulated as of their last day of employment:

That employee shall have the first 450 hours accumulated converted on a hour for hour (1-1) formula. The dollar value of accumulated sick leave hours (the first 450 hours) shall be equal to the hours multiplied by the employee's hourly rate of pay at the time of termination/retirement.

The hours accumulated in excess of 450, up to 600 hours shall be converted on a two to one (2-1) formula. The dollar value of accumulated sick leave hours in excess of 450 hours shall be equal to one-half (1/2) of the hours at the time of qualification, multiplied by the employee's hourly rate of pay at the time of termination/retirement.

The total dollars available based on the formula as described above shall be deposited in the insurance program provided by the City for the sole purpose of paying medical related expenses. The employee may also elect to contribute all of the unused vacation they have accumulated to this account.

- D. Employees who do not meet the minimum range of accumulated hours in the program: 300 – 400 hours for 10-14 years; 400 – 500 hours for 15-19 years; and 500 – 600 hours for 20 or more years, shall not be eligible to receive any payment for unused sick leave.
- E. All monies earned as a result of this unused sick leave program must be used to pay medical related expenses per the program provided by the City of Kasson. No monies shall be paid directly to the terminating/retiring employee.

5. Court and Jury Duty Leave

After notice to department supervisor, an employee shall be granted leave with pay for:

1. Service upon a jury.
2. Appearance before a court, legislative committee or other judicial or quasi-judicial body as a witness in an action involving a federal government, State of Minnesota, or a political subdivision thereof, in response to a subpoena or other direction by proper authority.

The employee shall turn over to the City any per diem payment received as a result of service on a jury or as a witness in the above listed actions. Money received as expenses shall be kept by the employee.

Any absence, whether voluntary or in response to a legal order to appear and testify in private litigation, not as an employee of the City but as an individual, shall be taken as a deduction from the employee's comp time account or from the employee's vacation account. If these accounts are exhausted this time may be taken as leave of absence without pay with department head approval.

6. Funeral Leave

In the event of death of a member of the immediate family, funeral leave may be taken for the actual time required, not to exceed three (3) workdays, except with the approval of the department supervisor.

However, in the case of a spouse or child, up to forty (40) hours per incident may be granted. In this case "Immediate family" shall mean spouse, children, parents, grandparents, grandchildren, siblings or spouse's immediate family. These hours are NOT deducted from the sick leave account.

Employees are also granted eight (8) hours within a 12 month period of Funeral Leave to be used for funerals not involving immediate family members with the approval of the employee's department supervisor. These hours ARE deducted from the sick leave account.

#### 7. Special Leaves

Full-time and part-time employees may be granted a leave of absence without pay for periods not to exceed twelve (12) months. A written application must be submitted to the respective department head. Leaves may be granted at the recommendation of the employee's respective department head and with the approval of the City Council. Leave agreements must be in writing and signed by the interested parties.

Probationary employees may be granted leave without pay for periods not to exceed thirty (30) calendar days only in the event of sickness, disability, or death in the family. Written application for such leave shall be supported by evidence as may be required by the employee's respective department head and the City Council. Extension of leave for probationary employees not to exceed six (6) months, may be granted under the recommendation of the respective department head, with the approval of the City Council.

All leave without pay shall be subject to cancellation by the respective department head and the City Council if at any time it is found that the employee is using the leave for purposes other than specified at the time of approval (in this case the employee could also be subject to disciplinary action), or when the interests of the City of Kasson require that said employee return to his/her employment.

Sick leave and vacation leave shall not accumulate during leaves without pay, however, the requesting employee may be required to use any accumulations of comp time, vacation and sick leave used respectively. Medical insurance, if desired to be kept in force by the employee, shall be paid in full by the employee after thirty (30) days. Positions restoration shall be at Council's discretion.

#### 8. Family/Medical Leave Policy

##### A. Policy

It is the policy of the City of Kasson, to provide up to a total of twelve (12) workweeks of leave during a 12-month period (using a rolling 12-month period, defined as the prior 12 months), for employees at the time of birth or adoption of their child or at the time of a serious health condition affecting the employee or a family member. This policy is adopted in accordance with the federal "Family and Medical Leave Act of 1993". Family/Medical Leave shall be taken simultaneously with Minnesota Parenting Leave.

##### B. Eligibility

An employee qualifies when that person have been employed by the City for least twelve (12) months and has worked at least 1250 hours in the twelve (12) months preceding the commencement of the leave. Employers must count hours employees would have worked but for military service as part of the 1250 hour requirement to determine FMLA eligibility.

## C Definitions

- (1) spouse – means a husband or wife as defined or recognized under State law for purposes of marriage in the State where the employee resides, including common law marriage in States where it is recognized,
- (2) son or daughter – means a biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing in loco parentis, who is either under age 18, or older and “incapable of self-care because of a mental or physical disability”
- (3) parent – means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a son or daughter.(but not parent-in-law),

## FAMILY - PARENTAL LEAVE

Eligible employees may take family leave for the birth of a child, and to care for the newborn child, or for the placement of a child for adoption or foster care. A "son or daughter" is defined in section 8 (C)(2). An employee entitlement to leave for the birth or placement of a son or daughter expires at the end of the 12-month period beginning on the date of the birth or placement. Circumstances may require that leave begin before the actual date of birth or placement. This type of leave may not be taken intermittently.

A husband and wife who are both eligible for leave and who are both employed by the City are permitted to take only a combined total of twelve (12) weeks of leave during the designated 12-month period.

The employee shall substitute any accrued sick time, once that is exhausted then they shall substitute any accrued comp time, once that is exhausted they shall substitute any accrued vacation time before an unpaid leave may begin. Employers may not require employees to use paid time off, vacation pay where the employee on FMLA leave is also receiving disability benefits or worker's compensation benefits.

## FAMILY - MEDICAL LEAVE

Eligible employees may take family medical leave to care for their spouse, son or daughter, or parent (but not parent-in-law) as defined in section 8(C), if that family member has a serious health condition or for a personal serious health condition that makes the employee unable to perform the essential functions of their position.

Married employees would each have 12 weeks for their own serious health condition or to care for an immediate family member, as defined.

A "serious health condition" is defined as an illness, injury, impairment or physical or mental condition that involves:

- any period of incapacity or treatment in connection with or consequent to inpatient care (i.e., an overnight stay) in a hospital, hospice or residential care facility;
- any period of incapacity requiring absences from work, school or other regular daily activities of more than three (3) calendar days that also involves continuing treatment by (or under the supervision of) a health care provider; or

- continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity for more than three (3) calendar days.

Examples of a "serious health condition" include but are not limited to:

- heart attacks and conditions requiring surgery (e.g., bypass or valve operations)
- most cancers
- back conditions requiring extensive therapy or surgery
- strokes
- severe nervous disorder (e.g., mental illness resulting from stress)
- severe respiratory conditions
- pregnancy, severe morning sickness, prenatal care
- childbirth and recovery from childbirth
- appendicitis
- pneumonia
- emphysema
- severe arthritis
- injuries caused by serious accidents on or off the job
- treatment for substance abuse (not absence caused by use of substance)

With respect to an employee, the term "serious health condition" is intended to cover conditions or illnesses that affect the employee's health to the extent that he/she must be absent from work on a recurring basis for three (3) days or more and involves continuing treatment by a health care provider. With respect to family members, the term "serious health condition" is intended to cover conditions or illnesses that affect the health of the family member so that he/she is similarly unable to participate in school or in his/her regular daily activities. Family leave may be taken because of the illness of a son, daughter, spouse or parent (as described in the first paragraph) this does not include in-laws.

The employee shall substitute any accrued sick time, once that is exhausted then they shall substitute any accrued comp time, once that is exhausted they shall substitute any accrued vacation time before an unpaid leave may begin. Employers may not require employees to use paid time off, vacation pay where the employee on FMLA leave is also receiving disability benefits or worker's compensation benefits.

## QUALIFYING EXIGENCY LEAVE

- The FMLA regulations define exigency leave to include:
- Short term deployment;
- Military events and related activities;
- Child care and school activities;
- Financial and legal arrangements;
- Counseling;
- Rest and recuperation;
- Post employment activities;
- Additional activities where the employer and employee agree to the leave;



## QUALIFYING EXIGENCY LEAVE

The qualifying exigency leave permits employees the opportunity to handle affairs concerning the call of a parent, child or spouse to federal military service. The January 16, 2009 regulations extend qualifying exigency leave only to families of National Guard or Reserve components called to state service. The qualifying exigency leave counts against the employee's 12 week per 12 month total FMLA leave period.

## CARING FOR MILITARY PERSONNEL LEAVE

The second type of military leave permits an employee to have protected leave for a maximum of 26 weeks in a single 12 month period. The leave year for this type of leave must commence on the first day the employee begins the caring for military personnel leave regardless of whether or not the employer uses a different system (e.g. calendar year) for other FMLA leaves.

Furthermore, although this 26 week leave is available only once in a 12-month period, additional leaves for other covered members or for the same service member, if a new injury or sickness develops, are available in subsequent 12 month periods.

## NOTIFICATION - PARENTAL AND MEDICAL LEAVES

When the need for family leave is foreseeable for a birth or placement of a child, the employee must give the City at least thirty (30) days' notice before the date the leave is to begin. Request for a leave should be made by completing a "Leave of Absence" form.

When planning medical treatments, employees should consult with their respective Department Head when giving notice and make reasonable efforts to schedule the leave so as not to unduly disrupt the department's operations, subject to the approval of the health care provider.

When unforeseen events occur that require leave, employees must give notice as soon as practicable, ordinarily within one or two working days. Notice should be given either in person or by phone when medical emergencies are involved, and may be given by the employee's spouse, other family member or other responsible party if the employee is unable to do so due to a serious health condition. Written notice shall not be required in the case of a medical emergency.

## GENERAL PROVISIONS

### Intermittent Leave

Employees may use intermittent leave or leave on a reduced schedule, subject to requirements for notice and certification for the care of a spouse, son, daughter or parent (as described in section 8(C)) with a serious health condition, or for their own serious health condition, when leave on this basis is medically necessary. Intermittent leave could be a few hours off, or a day or a week off at intervals as the employee's needs require. A reduced leave schedule could be a regular schedule of a three-day week, or working only mornings, etc.

### Medical Certification

Upon requesting leave because of a serious health condition of a spouse, son, daughter, parent (as described in section 8(C)) or an employee's own serious health condition, the employee must have the health provider of the person with the condition complete the "Certification of Physician or Practitioner" form.

Medical certification for family medical leave must be provided in advance or at the start of the leave. If the need for the leave does not permit this timing, medical certification should be provided within 15 calendar days after the leave begins, unless it is not practicable to do so under the circumstances.

If there is reason to doubt the validity of the medical certification, the City may require, at its own expense, the opinion of a second health care provider designated or approved by the City, but not employed regularly by the City.

If the second opinion differs from the first opinion, the City may require, at its own expense, the opinion of a third health care provider, designated or approved jointly by the City and the employee. The third health care provider's opinion is final and binding by both the City and the employee.

The City may require the employee to obtain subsequent medical re-certification on a reasonable basis.

### Position Restoration

The employee shall be entitled to be restored to his/her prior employment benefits, status, pay and other terms and conditions of employment, or to an equivalent position the employee held prior to FMLA leave. An employee who has taken unpaid leave due to a serious health illness he/she has personally experienced must provide a statement from his/her physician prior to resuming work that states that the employee is fully able to return to work.

### Exceptions:

The City Council shall have the option of denying restoration under the Key Employee Restoration rule, upon the determination that the city would sustain substantial and grievous economic injury. The term "Key Employee" is defined as an employee who is salaried, and is among the highest paid 10 percent of all salaries and non-salaried employees. In determination of this status, the year-to-date earnings as of the date leave is requested shall be used in the employer's computation.

If the city, during the FMLA leave, eliminated a work shift, thus laying off all employees in that shift, or affected the transfer of employees according to an existing collective bargaining agreement or reduced the amount of overtime as an operational necessity to all employees there would be no right to restoration.

### Key Employee Restoration

The City Council may deny restoration of a key employee should a determination be made that restoration would cause the city a "substantial and grievous economic injury" to its operations. Factors in this consideration would include whether the city has the ability to temporarily replace the key

employee as opposed to hiring a permanent replacement, in addition to having to reinstate the key employee to an equivalent position within the organization. Upon receiving a request from a key employee for leave, the City Council shall notify the employee of his/her status as a key employee.

### Pay Adjustments

The employee shall be entitled to any pay scale adjustments that occurred during the unpaid leave of absence period.

### Benefits

Sick leave and vacation shall continue to accumulate only during periods of compensated leave. Sick leave and vacation benefits shall cease to accrue during periods of unpaid leave.

The City shall maintain coverage under the group health plan, for the duration of the leave, at the level and under the conditions that coverage would have been provided if the employee had continued working and had not taken leave. During unpaid leaves, premiums shall be recovered from employee per payroll deduction within 60 days upon return to work.

In the event the employee fails to return to work at the end of the leave period, or due to circumstances other than those expressed in the leave of absence request, or failing to provide re-certification of medical condition, the City Council may seek recovery of health care premiums paid by the city on behalf of the employee.

### Catastrophic Circumstances

If an employee claims that he/she cannot return from leave because of a serious health condition, the City may require that this claim be supported by medical certification from a health care provider. The employee must provide a copy of the medical certification within 15 calendar days from the date of the City's request.

Approvals for leave under this provision are as outlined in the Kasson Employee Policy.

This policy is intended to be a general summary of the FMLA. Each situation shall be evaluated on a case by case basis in accordance with the Statute and regulations.

For the forms for Family/Medical Leave see the City Clerk.

## **9. Leave Donation Policy**

**With the consent of the City Administrator, employees having accrued regular sick leave and/or vacation leave will be allowed to donate a portion of such accrued regular sick leave and/or vacation leave to a shared bank in order to aid fellow employees experiencing a major life threatening illness suffered by the employee, the employee's spouse, or the employee's minor child. A major life threatening illness shall include, but not necessarily be limited to: heart attack, stroke, organ transplant, or other life threatening illness as defined by a physician's diagnosis.**

**The major life threatening illness must be supported by a physician's statement to be eligible for consideration.**

**An employee is only eligible to receive donated sick leave and/or vacation leave for normal work hours lost due to a life threatening illness as defined above.**

**An employee will be eligible to receive donated sick leave and/or vacation leave only after the employee's own accrued sick leave, emergency sick leave, compensatory leave, vacation leave, and all other accrued leave have been exhausted.**

**A full-time employee will be allowed to receive up to 20 days (160 hours) of donated leave for any single major life threatening illness. A part-time employee will be allowed to receive up to 10 days (80 hours) of donated leave for any single major life threatening illness. No employee will be eligible to receive donated leave until he or she has successfully completed the probationary period at the time of their initial hire with the City.**

**An employee using donated time from the shared bank must not be receiving a paid disability benefit from any source that is greater than or equal to his or her base salary (including an employer-sponsored or personal insurance policy). If otherwise eligible to receive donated leave, employees receiving a paid disability benefit less than his or her base salary would be eligible to receive a pro-rated benefit equaling the difference between the disability benefit received and their base salary.**

**A full-time employee may donate no more than 16 hours of sick leave and/or vacation leave to the shared bank per calendar year. A part-time employee may donate no more than 8 hours of sick leave and/or vacation leave to the shared bank per calendar year.**

**An employee who is donating sick leave and/or vacation leave must do so from the employee's own regular accrued sick leave and/or vacation leave, and must do so in 8 hour increments. Donations from the employee's emergency sick leave are prohibited.**

**A written request using the appropriate form available at City Hall to donate sick leave or vacation leave to the shared bank, or to request to use time from the shared bank must be submitted to the City Administrator. The City Administrator shall have the right to deny and/or limit leave donation requests as deemed necessary and in the best interests of the City of Kasson.**

**Donations shall remain anonymous. However, the employee requesting to use time from the shared bank has the option to request the City Administrator send out an employee communication informing others of his or her need for donated leave. If the employee would like to include medical information in the outgoing communication, the employee must provide the City Administrator with written permission for the information to be released.**

**Donations made to the shared time-off bank are non-refundable, and there are no tax implications to the donating employee. Donated hours are taxable to the receiving employee and are not eligible for additional accrual of benefits. Donations shall be converted in the shared bank based on the donor's hourly rate of pay and given to eligible recipients as time-off hours based on their hourly rate of pay.**

**Donated leave cannot be used for any severance pay, or paid out to an employee in the form of cash, or used in any other manner other than what is stated in this policy.**

**Nothing in this policy shall limit or extend the employee's rights under the Family and Medical Leave Act.**

#### 10. Military Leave

Employees who are in the service in the armed forces of the State or of the United States shall be entitled to leaves of absence as provided for by Minnesota Statutes, Section 192.261. Notification must be made to the department supervisor.

#### 11. Bone Marrow/Organ Donor Leave (MN State Statute 181.945, 181.9456)

Employees who average 20 or more hours per week may take paid leave, not to exceed 40 hours, and subject to verification, to undergo medical procedures to donate bone marrow.

#### 12. Absence Without Leave

Any absence of an employee from scheduled duty that is not properly reported to and authorized by his or her respective department head shall be deemed an absence without leave for which compensation shall not be paid by the City. Unauthorized absence of an employee for three (3) consecutive work days shall be considered by his or her respective department head and the City Council as a resignation of such employee, except in the cases where the conditions of such absence were beyond the employee's control.

#### 13. School Conference and Activity Leave (MN State Statute 181.9412)

Employees may take unpaid leave (they may substitute vacation or comp time pay) up to 16 hours per year to attend school conferences or classroom activities related to the employee's child, provided the conference or activity cannot be scheduled during non-work hours.

#### 14. Terminal Leave (See Terminal Vacation)

#### 15. Administrative Leave

### POLICY

The City of Kasson recognizes that employees involved in critical incidents may be subject to stress reactions both during and post incident. Knowing that these stress reactions may have a corrosive effect on the employee, potentially leading to long term professional and personal problems, the policy of the City shall be to provide immediate follow up care to involved employees as the City deems necessary.

### PURPOSE

To clearly establish for agency personnel:

- Events which are critical incidents.
- Reporting responsibilities for supervisors.
- Departmental level response to critical incidents.
- Involved employee responsibilities.

## SCOPE

This section should be applicable to employees involved in critical incidents directly and may extend to employees with indirect involvement. This policy applies to incidents that occur while the employee is on-duty, at work acting within their capacity as an employee of the City of Kasson.

## STANDARDS

### DEFINITIONS

#### A. Administrative leave:

Paid leave granted to an employee that does not effect or reduce the Employee's annual/vacation or sick leave balance.

#### B. Critical incident:

1. An incident in which deadly force, as defined in MS. 609.066, Subdivision 1, is used by an officer.
2. An incident resulting in death, great bodily harm, or substantial bodily harm to an employee of the City of Kasson or to a member or members of the public.
3. Particularly gruesome suicides or homicides, brutal child abuse cases, or several difficult incidents occurring within a short time frame.
4. A life threatening event or an employee involved with a life or death struggle with another.
5. Additional examples of critical incidents may include, but are not limited to:
  - a. Hostage situations
  - b. Pursuits
  - c. Sudden death or serious injury to a child
  - d. Difficult rescue efforts
  - e. A victim and family known by the responder
  - f. A victim with overwhelming traumatic injuries
  - g. Natural disasters or mass casualty incidents
  - h. Significant unfavorable media coverage of an event

#### C. Immediate Family Members

The employee's spouse, child or stepchild.

#### D. Involved Employee:

An employee of the City of Kasson, or department support personnel who are directly or indirectly involved in a critical incident.

## REPORTING AND RESPONSIBILITIES

A. The department head shall determine if an event is a critical incident as defined by this policy. Occurrences determined to be critical incidents are to be reported immediately to the City Administrator. Through knowledge of the incident, observation of and discussion with involved employees, the City Administrator shall assess whether or not involved employees shall be granted immediate leave from the work place, or continue their respective shifts.

B. The City Administrator may grant employees demonstrating an emotional reaction to the incident administrative leave up to three working days in length.

C. The City Administrator may extend administrative leave for up to two weeks in duration. Employees seeking administrative leave beyond three days must be engaged in a treatment or counseling program intended to alleviate the effects of the critical incident upon the employee.

## DUTY OFFICERS OR DEPARTMENT HEAD DOCUMENTATION

In addition to immediate notification of the City Administrator the senior on-duty officer or Department Head shall prepare written documentation of the incident prior to completion of the work shift. This report may be a narrative supplemental report or, in the absence of a narrative, a memorandum to the City Administrator. The City Administrator may waive this requirement at his/her discretion.

## DEPARTMENT HEAD RESPONSIBILITIES

The Department Head may order debriefings or visits with an experienced licensed psychologist or mental health professional as soon as possible, but no later than 72 hours after the incident. The City Administrator retains the authority to require attendance by employees involved in a critical incident. Employees required or electing to attend de-briefings or professional visits shall be compensated per contract language or City personnel policy as appropriate.

## EXTENDING SERVICES TO FAMILY

Critical incidents not only affect the employee but immediate family members as well. If requested, and at the Administrator's discretion, the City may assist with arranging professional counseling and follow up care by an experienced licensed psychologist or mental health professional for immediate family members affected by the aftermath of the incident.

## POSTTRAUMATIC STRESS SYNDROME BENEFIT

Minnesota State Statute 299A.411 requires law enforcement agencies to provide certain benefits to officers who have been clinically diagnosed as suffering from Posttraumatic Stress Syndrome as a result of the lawful taking of a life and are unable to perform other peace officer job duties provided by the employer.

Employees involved in incidents covered by this legislation shall be afforded the benefits as required by State Statute.

## RETURN TO WORK

Employees placed on leave following involvement in a critical incident may be required to meet with an experience licensed psychologist or mental health professional to assure that the employee is prepared for return to work.

#### 16. Insurance Program

**The City of Kasson shall pay 90% of the Single high deductible health plan premium and 80% of the Family high deductible health plan premium. The City of Kasson shall also contribute half of the maximum out-of-pocket expenditure to the employees' health savings plan, either a VEBA or HSA, on a per pay period basis.**

**In accordance with the federal health care reform laws and regulations, the city shall offer health insurance benefits to eligible employees and their dependents that work on average or are expected to work 30 or more hours per week or the equivalent of 130 hours or more per month. In order to comply with health care reform law while avoiding penalties, part-time employees will be scheduled with business needs and in a manner that ensures positions retain part-time status as intended**

The City will also offer a dental plan employees may purchase on a pre-tax basis.

The City will provide, Life, AD&D, Short Term Disability and Long Term Disability for each fulltime employee

#### Flexible Spending Plan

Employees may elect to fund a medical reimbursement account and/or a dependent care reimbursement account and/or a dental and vision only reimbursement account depending on the health savings plan that they choose. This benefits the employee, allowing them to recover unreimbursable medical and dependent care costs by payroll deductions made on a pre-tax basis, thus reducing the employee's tax liability and thereby enhancing their earnings. Employees qualify for participation in this program following six months of employment with the City of Kasson.

Policies and procedures governing the Flexible Spending Plan shall be defined by the firm under contract with the City of Kasson for this purpose. Funds in the medical reimbursement account may not be used to fund dependent care and vice versa. Maximum amounts that are reimbursable to the employee for the purpose of medical reimbursement and for dependent care reimbursement are as established by contract by the City of Kasson.

Charges that exceed the City contribution for insurance coverages may be reimbursed through this Flexible Spending Program.

#### Consolidated Omnibus Reconciliation Act (COBRA)

Consolidated Omnibus Reconciliation Act (COBRA) is available for every eligible exiting City employee. Terminating employees shall have the option to continue in force the City's insurance policy for the employee and dependents provided that the policy remains in force for active employees of the City. In order to continue coverage, eligible electing employees shall pay the City, on a monthly basis, the cost of the continued coverage. Eligible employees shall be allowed to continue the coverage until



re-employment and eligibility for health care coverage under a group policy, contract or plan sponsored by the same or another employer or for a period of eighteen (18) months after the termination of employment, whichever is shorter. Eligible employees shall be those employees who were terminated for reasons other than the employee's disability or retirement. The City shall be required to inform an eligible employee within ten (10) days after termination of employment of the following matters:

- a. Of the eligible employee's right to elect to continue coverage;
- b. The amount that must be paid monthly to the employer to retain coverage;
- c. The manner in which and the office of the employer to which the payment to the employer must be made; and
- d. The time by which the payments to the employer must be made to retain coverage.

The COBRA forms shall be available from the City Clerk.

In the event that an otherwise eligible terminated employee elects not to continue coverage, coverage for said employee and his dependents shall terminate on the last day of the month in which the employee is terminated.

For further information on termination of insurance coverage, each employee should review his/her policy or contact the claims agent.

#### Children's Health Insurance Program Reauthorization Act of 2009

CHIPRA required that group health plans allow the employees and eligible dependents to enroll in the group health plan if either the employee or dependent:

- Loses coverage under the State Children's Health Insurance Plan, or;
- Loses coverage under the Medicaid Program, or;
- The employee or dependent becomes eligible for a premium assistance subsidy. The state may pay the subsidy to the employee as a reimbursement if the employer has elected not to receive the subsidy or otherwise pay the employer directly.

#### Enrollment Period

CHIPRA requires a 60 day enrollment period for these special enrollment events where other HIPAA special enrollment events include a 30 day period.

#### Insurance Continuance

The terminating/retiring employee and employee's dependents may continue to participate indefinitely in the employer-sponsored insurance's that the employee participated in immediately before retirement, under the following conditions:

- a. The continuation requirement of this applies only to a former employee who is receiving a disability benefit or an annuity from a Minnesota public pension plan other than a volunteer

firefighter plan, or who has met age and service requirements necessary to receive an annuity from such a plan.

- b. The former employee may keep coverage until he/she reaches age 65.
- c. A former employee may receive dependent coverage only if the employee received dependent coverage immediately before leaving employment. This does not require dependent coverage to continue after the death of the former employee.
- d. The former employee must pay the entire premium for continuation of coverage. The City may discontinue coverage if the former employee fails to pay the premium within the deadline provided for payment of premiums.
- e. The City shall notify an employee before termination of employment of the options available and of the deadline for electing to continue to participate.
- f. The former employee must notify the City Clerk of intent to participate within the deadline provided. A former employee who does not elect to continue participation does not have a right to reenter the City's insurance program.
- g. The former employee who initially selects dependent coverage may later drop dependent coverage while retaining individual coverage. A former employee may not drop individual coverage and retain dependent coverage.

#### 17. Pension Plan

Since January 1, 1968, all new qualified employees are covered under PERA or under a combined Plan of Social Security and PERA (Public Employees Retirement Association).

For further information contact the City Clerk or email to: [www.mnpera.org](http://www.mnpera.org)

#### 18. Employee Education, Meeting and Travel Policies for City Employees for in and out-of-state.

##### Education and Meetings

City employees may be authorized to attend educational opportunities and meetings (conferences, schools, classes, conventions and meetings). This policy includes apprenticeship programs.

Requests for education and meeting travel must be submitted to the appropriate supervisor in writing on a Conference Request Form.

The educational opportunity or meeting must have a direct impact or relation to the position occupied by the requesting individual.

Education and meetings should be budgeted for in advance.

All reasonable costs associated with education and meetings shall be reimbursed by the City when the preceding requirements have been met. Reimbursements for licensing and apprenticeships shall be made when passing scores are achieved.

A certificate of completion or evidence of passing grade when issued shall be submitted to the City Administrator to be maintained in the employee's personnel file.

### Travel Time and Expenditures

City employees and officials may be authorized travel time and reasonable expenses by the appropriate supervisor to attend conferences, conventions, schools, classes and meetings or to conduct official City business.

Travel needs should be anticipated and budgeted for in advance.

Employees attending the same function are encouraged to share transportation and accommodations insofar, as is practical and reasonable.

Travel of one day must be authorized by a department head. Travel exceeding one day must be approved by the department head and City Administrator and acknowledged by the City Council.

A Conference Request form shall be submitted to the City Administrator. If the employee intends to supplement the trip time with vacation, this should be indicated with costs exceeding those customary to the trip to be financed by the city official or employee.

It is the intent of the City to reimburse the employee or official for necessary reasonable transportation, food, lodging, registration fees, and authorized miscellaneous expenses. Meals purchased for same day/one day meetings will not be reimbursed per IRS guidelines.

City officials and employees shall be reimbursed by filing a "Claim Form" with the Finance Director for review and forwarding to the City Council for payment. All expenses shall be documented by receipts. Other expenses such as mileage need merely be itemized. Claim forms should be submitted within 30 days of travel.

#### a. Transportation

All Employees are expected to use a city vehicle for travel. Mileage shall only be reimbursed when there is not a city vehicle available. Mileage shall be reimbursed at the current IRS rate. Actual costs for air coach or tourist, rail, bus and taxi which are incidental to completion of the trip are reimbursable.

Transportation should normally be the fastest and most economical, usually auto within the state and air coach outside the state.

The city may make payments in advance for airfare, lodging and registration; otherwise all payments shall be made as reimbursements to the employee.

If lodging and travel accommodations are shared with a member of his or her family, the City shall be charged only the amount applicable had the claimant traveled alone.

b. Hotel and Motel

The actual cost, single occupancy rate, shall be reimbursed.

c. Meals

The actual cost, not to normally exceed \$50.00 per day when overnight travel is conducted outside the limits of the City of Kasson, shall be reimbursed. There is no reimbursement for meals for one day or same day meetings per IRS Regulations.

Reimbursement up to a maximum of \$50 (including tip). Reimbursement shall NOT be given for alcoholic beverages. Reimbursement shall NOT be given without the detail receipt (the charge summary shall NOT be accepted).

d. Miscellaneous Expenses

The actual cost of registration fees, parking, and other necessary expenses shall be reimbursed. If a claimant chooses to use his or her personal car on a trip that could be made more expeditiously by air, he or she shall be reimbursed for transportation at the air coach rate less tax, and meals and lodging as if he or she had flown. Extra travel time occasioned by using personal car shall be charged against vacation time.

All conditions and regulations herein shall not apply to employees administering statutory or grant funds or supervised by other agencies.

The city shall not reimburse for alcoholic beverages, personal telephone calls, costs associated with the attendance of a family member, rental of luxury vehicles, meal expenses included in the cost of registration, recreational expenses such as golf or tennis or other personal expenditures.

19 Elected Official In-State and Out-of-State Travel Policy

Travel by elected officials of the City of Kasson is appropriate when that official is attending conferences, conventions or other training or meetings that further the goals of the City of Kasson. Other such travel to conduct official city business is also considered appropriate.

Elected Official Guidelines:

1. The event, workshop, conference or assignment must be approved in advance by the City Council by separate motion at an open meeting and must include an estimate of the cost of the travel, outlining what exactly is being approved. To avoid conflict with any open meeting laws, no more than two Council members may attend any event unless published as a meeting.

In evaluating the travel request, the Council shall consider the following:

- Whether the elected official shall be receiving training on issues relevant to the city or to his or her role as the Mayor or as a council member;
  - Whether the elected official shall be meeting and networking with other elected officials from around the State and the country to exchange ideas on topics of relevance to the City or on the official roles of local elected officials.
  - Whether the elected official shall be viewing a city facility or function that is similar in nature to one that is currently operating at, or under consideration by the City where the purpose for the trip is to study the facility or function to bring back ideas for the consideration of the full council.
  - Whether the elected official has been specifically assigned by the Council to visit another city for the purpose of establishing a goodwill relationship such as a “sister-city” relationship.
  - Whether the elected official has been specifically assigned by the Council to testify on behalf of the city at the United States Congress or to otherwise meet with federal officials on behalf of the city.
  - Whether the city has sufficient funding available in the budget to pay the cost of the trip.
  - Whether the elected official has announced their intention to resign, not to seek re-election, or who have been defeated in an election.
2. No reimbursements shall be made for attendance at events sponsored by or affiliated with political parties.
  3. Any elected official may be asked to give oral or written reports on the results of the trip at the next Council meeting or may be asked to turn over materials received to the City.
  4. The City Council may make exception to the policy on a formal motion.

All conditions set out in the Employee Education, Meeting and Travel Policies also apply to Elected Officials.

## 20. Safety Eye Glass Policy

It is the policy of the City of Kasson to make available safety eyeglasses that meet the "Amerimax National Standard for Occupational and Educational Eye and Face Protection," Z87.1.

All employees whose job duties or location pose a greater than normal threat of eye injury from electrical flash or flying objects shall be required to wear safety glasses when performing such duties or working in such location. The Department of Public Works shall recommend to the City Administrator those employees that are so designated. Final authorization shall rest with the City Administrator.

The City shall pay for the purchase of single vision, line bifocal, or lined trifocal industrial eye protection and the required dispensing fee, under its agreement with Twin Cities Optical Company, Inc. and Kasson Eye Care.

The following procedure must be followed to obtain industrial safety eyeglasses under the program:

- a. The Director of Public Works shall verify that the employee qualifies under this policy.

- b. The employee must receive a "Safety Glasses Authorization Form" from the Administration Office signed by the City Administrator. Without this form the employee shall not be able to order safety glasses.
- c. No employee shall be provided safety eye ware filled from a prescription over two years old. Employees may see the eye doctor of their choice for their eye examination. Each employee is responsible for the cost of their own eye examination and any subsequent services.
- d. Employees are to make an appointment at Kasson Eye Care and take the "Safety Glasses Authorization Form" and their prescription to Kasson Eye Care.
- e. The City has pre-approved the purchase of approved industrial frames stocked by Twin City Optical at Kasson Eye Care, with the following specifications:
- f. Eye wear that meets all the specifications of ANSI Z87.1 (1968/69) and OSHA standards. That includes and is limited to: standard safety frames as defined by Twin Cities Optical; single vision, bifocal, or trifocal lenses of glass, plastic, or polycarbonate; solid colors shade 1 or 2 in pink, green, and gray; permanent side shields; slip-in case.
- g. Any costs associated with lens and frame enhancements, including progressive lenses, shall be the employee's responsibility. The City shall take a payroll deduction for the difference above the maximum allowable benefit.

The City shall not pay for nor authorize safety eyeglasses that are not purchased through this Safety Eye Glass Program at Kasson Eye Care.

Employees are responsible for the maintenance and care of their safety eyeglasses. In case of breakage on the job, the City shall pay for the replacement of the broken part(s), upon inspection of the old glasses by the Director of Public Works. The City shall also pay for the replacement of lenses necessitated by excessive scratching and/or pitting or change in prescription, if authorized by the Director of Public Works. If the safety glasses are lost, misplaced, destroyed, or stolen, due to the employee's negligence, the employee shall be responsible for the replacement costs.

Employees designated to wear safety glasses who report to their duty stations without a proper pair of glasses shall be sent home without pay and shall be subject to appropriate disciplinary action.

The provision of safety eyewear, as described in this policy, shall be limited to regular employees of the Public Works Departments of the City.

Upon implementation of this policy, the City shall not reimburse any employee for damage to personal glasses, except as explicitly provided for in negotiated labor contracts.

The wearing of safety eyeglasses alone does not constitute protection where full goggles or other suitable type of eye protection must be worn.

The provision of safety eye glasses, as described in this policy, shall be limited to full-time regular employees of the City.

Upon implementation of this policy, the City shall not reimburse any employee for damage to personal glasses, except as explicitly provided for in negotiated labor contracts.

## 21. UNIFORM POLICY

All equipment and uniforms issued and purchased by the City of Kasson are the property of the City of Kasson and shall be returned in the event of separation of employment.

### Expectations:

Employees should be neat, clean and well-groomed when reporting to work. Shoes should be clean and not excessively worn. Uniforms provided by the City shall be worn and should be clean, not excessively worn or faded, and without holes or frayed areas. T-shirts may be worn under other shirts but shall not be an acceptable uniform for full-time employees. Employees who wear uniforms while on duty do so to bring credit and respect to the City and will not engage in conduct that is disgraceful or an embarrassment to the City. It shall be the responsibility of each employee to see that clothing is clean and maintained. Because the uniform represents the image of the City, employees should not wear their uniforms outside of their scheduled work time at inappropriate locations.

### Public Works Uniforms:

Safety glasses, earplugs, hard hats and safety boots must be worn by Public Works employees whenever the employee is in a designated safety zone, or doing a designated activity which requires wearing them. The City of Kasson shall furnish all coats, hats, boots, gloves, and all other necessary safety equipment for the protection of employees working on live equipment and the employees shall use such protective equipment. All flame retardant clothing required by the Electric Department shall be furnished at the City's expense. Upon notification to the Public Works Director, reimbursement to the Employee shall apply when safety boots are worn out and no longer protect the Employee. Upon hire, employees shall be provided with safety gear, short sleeve work shirts, long sleeve shirts, and reimbursement for safety boots.

### Police Uniforms:

The City shall provide uniforms for members of the Kasson Police Department. Upon hiring the uniform shall consist of: summer and winter uniform shirts, uniform trousers, ties, summer and winter jacket, along with necessary headgear and safety boots. All badges, insignia, patches, official police identification and other required equipment shall be provided by the City. The City will also provide the officer's duty belt, handcuffs, and required holster. The City shall provide the duty weapon, make model and caliber shall be subject to approval of the Police Chief. Official duty ammunition and ammunition utilized for POST required qualification shall be provided by the Employer. Upon notification to the Police Chief, reimbursement to the Employee shall apply when safety boots are worn out and no longer protect the Employee.

### Other Uniforms:

Liquor Store, Library, and Administrative staff may be issued identifying clothing for office and/or traveling to training or workshops. Attire shall be well kept and replaced as necessary.

Damaged Property:

The City of Kasson shall replace worn-out and frayed clothing and equipment and clothing damaged or destroyed while Employee is on duty. The City shall replace personal property damaged or destroyed in the line of duty provided property is approved and submitted for reimbursement.

Part-Time:

Employees shall receive uniforms on a pro-rata basis.



KASSON VOLUNTEER FIRE DEPARTMENT

KASSON, MINNESOTA

STANDARD OPERATING GUIDELINES

March 12, 1997

The rules contained herein are not designed to limit any member in the exercise of his judgment or from taking any action in EXTRAORDINARY situations that a reasonable person would take. Situations may arrive from time to time which cannot be foreseen and for which no rules or procedures can be provided. It is expected that all members will act at such time with promptness and discretion. It is essential for the efficient conduct of the Kasson Volunteer Fire Department that it be organized on a prearranged, systematic basis.

The fundamental purpose of the Kasson Volunteer Fire Department is the protection of life and property. The basic principles of the method which this Department practices in so doing is outlined herein under the title "STANDARD OPERATING GUIDELINES." Members should always bear in mind that they are serving the City of Kasson, even though voluntarily, and that their conduct and behavior is subject to criticism by the general public to a greater extent than almost any other line of work. Exemplary conduct by all members at all times is to be the rule.

A. RESPONDING TO FIRES

1. Members will respond to all fire calls.
2. Members using vehicles to respond to a call will use their emergency flashers and headlights and drive at a reasonable speed and obey all traffic laws, signs and signals.
3. Members will put on the following equipment prior to boarding any of the fire apparatus: boots, bunker pants and helmet, at a minimum.
4. Members not making a truck will remain at the hall until relieved by the Chief or officer in charge.
5. No member shall ride on the rear tailboard of any vehicle while going to or from a fire scene, call, or training drills.
6. Seat belts will be used in all vehicles by all persons in compliance with State statutes.
7. Highest ranking officer on the scene is in charge of that particular fire call.
8. Drivers of vehicles will use emergency lights, headlights and siren when responding to all fires and emergencies.
9. RURAL RESPONSE: Rescue 1, Engine #1, Tanker #1 & 2 and a compliment of 14 firefighters. (Grass fire - grass rig.)
10. CITY RESPONSE: Rescue 1, Engine #1 & 2, Ladder #I and a full complement of firefighters. Members can use any means available to respond.
11. MUTUAL AID RESPONSE: The discretion of the requesting department and officer in charge. Tanker will go with (2) firefighters to "water only" calls.
12. CAR FIRES, ACCIDENTS or RESCUE CALLS: Rescue I and Engine #1, Tanker #1 and up to 14 firefighters.
13. Vehicles will leave hall on officer's command or in an officer's vehicle.

## B. ARRIVING AT THE SCENE

1. The Chain of Command at the fire scene shall be:

CHIEF

ASSISTANT CHIEF

CAPTAINS - in order of seniority 1 & 2 & 3

FIRE MARSHAL & TRAINING OFFICER & SR FIRE FIGHTER

2. All vehicles nearing the fire scene will receive orders from the Command Post or Officer in Charge for orders and directions on where to set up.
3. Fire attack personnel, in response to alarms for structures and automotive vehicles, shall be required to operate on the fire ground wearing full turnout gear, including the department's self-contained breathing apparatus (SCBA). No member of the department shall enter a fire involved structure or vehicle without proper protective clothing and breathing apparatus unless such entry has been approved by the officer in charge.
4. NO FIREFIGHTER WILL ENTER A STRUCTURE ALONE. The buddy system will be used, meaning a minimum of two: firefighters entering or exiting a building or structure with full turnout gear on and SCBA with pass device active.
5. In the event of a situation requiring evacuation of firefighters from an area or structure, the Hi-Lo siren will be used by all units at the scene when the order is given via radio or verbally. An evacuation will be called for by the officers in charge on the probability or possibility of an explosion, cave-in, collapse, back draft, etc.
6. Any questions by the media or bystanders will be directed to the officer in charge. No information will be given out by: firefighters, either at the scene or following, as to the cause of the fire or other incriminating information.
7. In the event of suspected arson, any possible evidence at the scene **SHOULD NOT** be disturbed, and should be brought to the attention of the officer in charge, so measurers can be taken to implement proper investigation.
8. Units and personnel will leave a scene when directed to by the officer in charge, and promptly return to the station.
9. Clean up at the scene will be done by all available personnel. All equipment will be placed back on their respective units and returned to the fire station for cleaning.
10. Accountability of firefighters shall be maintained through the Accountability System, as outlined in Exhibit 3.

C. FIRE GROUND SAFETY

1. Full protective clothing will be worn at all fire scenes, accidents, emergencies and training drills.
2. No vehicles will be allowed to drive over charged or uncharged lines or other equipment.
3. There is a need for each member of the department to be alert for dangerous situations and to make others aware of these facts to insure safety to ourselves and other members of the department and general public.

D. RETURNING TO THE STATION

1. All firefighters will help clean equipment and place it back in its proper place on the trucks. This includes washing and rolling hose, cleaning equipment, filling air bottles, refilling gas cans, washing trucks, washing the floors, etc.
2. Any firefighter needing to leave prior to the equipment being cleaned and put away must receive permission from the officers.

E. TRAINING AND MEETINGS

1. All members of the department are required to attend meetings and practices. Members unable to attend meetings or practices must be excused by an officer.
2. All training will be the responsibility of the training officer, and be overseen by the Chief and Assistant Chief.
3. Practice outside of the regular training is encouraged. A minimum of two (2) members is required for such practices for safety reasons. Truck use shall be approved by an officer.
4. All members will attend a scheduled fire school or sectional fire school at least once within five years, not including Fire Fighter I.
5. New members of the department will attain Fire Fighter I status as soon as possible. Generally this is accomplished following the probationary period.
6. No firefighter will drive any fire apparatus unless that person is qualified to operate the pump or so directed by the officer in charge.
7. All members attending fire schools will have their classes approved by the Chief.

F. COMMUNICATIONS AND PAGERS

1. Personal pagers will be worn at all times as you are required to respond to all fire calls.
2. All Department radios have Channel #1 as the Kasson Fire Department frequency. All radios are to be left on this channel unless conditions warrant a change - i.e. being in an area where you require the use of the repeater or needing contact with Dodge county or other emergency services.
3. Portable radios are to be turned off when returning to the hall and switched to channel #1.
4. The passenger in Rescue 1 will notify Dodge County Sheriff of the following:
  - a. Upon leaving the hall: Notify that you are on route to the scene, or "10-8;"
  - b. Upon arriving at the scene: Notify that you have arrived, or "10-6;" and
  - c. Upon returning to the hall: Notify that you are back at the fire hall, or "10-10."
5. Those using portable radios should relay messages back to the officer in charge if communication with the sheriff is needed.
6. To call another unit:
  - a. Identify yourself first: i.e., Rescue 1 to Engine 1 or Base to Engine 1.
  - b. To call an officer, use his name: Engine #10 to N-A-M-E.

G. GENERAL PROCEDURES

1. SCBA maintenance will be done by designated personnel according to OSHA standards.
2. Any person using the SCBA will be trained in its proper use. Such persons shall not wear a beard. If glasses are worn, they must meet OSHA and NFPA standards.
3. Firefighters will have a working knowledge of all aspects of firefighting, rescue, first aid and equipment.
4. The truck operator and any other persons taking equipment from a truck are responsible its replacement back on that particular unit.

H. EXHIBIT #1 -HAZARDOUS MATERIALS INCIDENTS

I. EXHIBIT #2 - TRUCK OPERATIONS CHECK LIST

J. SAMPLE NOTICE OF REPRIMAND

## K. CONCLUSION

As members of the Kasson Volunteer Fire Department, firefighters are employees of the City of Kasson. It is imperative that all members participate in all functions of this Department, as the Department can only effectively operate with the full involvement of ALL of its members. Not participating shall be taken as a lack of interest in the Department and a member may be reprimanded as follows:

- a. 1st reprimand will be given verbally by the Chief or one of the Captains;
- b. 2nd reprimand will be given in writing;
- c. 3rd reprimand will be given in writing and will be turned over to the executive committee who will follow the City guidelines for "Employment, Discipline and Termination," as outlined in the City of Kasson Employment Policy.

## **EXHIBIT#1**

### **H. HAZARDOUS MATERIALS INCIDENTS**

1. The Incident Command System will be used in any potential hazardous materials incident. A command post will be designated by the Officer in Charge. Officer in Charge should contact Dodge County Sheriff's Department to notify Regional CHEMTRAC offices.
2. Only trained and needed personnel shall enter the scene area if hazardous materials are detected. Only persons having attended the 4 hour Hazardous Material/First Responder training may respond to the incident. Use the guidelines of SARA Title III CFR.1910.120.
3. First-in units and response personnel must be alert to the possibilities of a hazardous materials problem when responding. They should stay clear of vapor clouds or spilled liquids or dry products.
4. Personnel shall use full protective clothing at the scene and protect equipment from contaminants. Be aware of possible wind changes and a possible increase of the situation.
5. The exact nature of the problem must be determined. In some cases there can be more than one problem. This data collection phase or size-up must be made early. Identify the material before entering or handling the situation. Once that has been accomplished, first-in units and response personnel will notify all remaining units responding to the hazardous situation.
6. When responding, try to approach the scene from up wind and uphill whenever possible.
7. Isolate the scene and the surrounding area by at least 1 000 feet The distance may be increased or decreased as the incident requires.
8. Never drive through any spilled material, or through a vapor cloud, or smoke.
9. Detain and isolate any persons and/or equipment that may have been contaminated and decontaminate, as needed. If there are any injuries where medical attention is required, notify ambulance personnel and the hospital of the name of the hazard prior to sending the persons from the scene.
10. DO NOT touch anything unnecessarily or retain any souvenirs or objects in the incident area, including absorbent material.
11. If the incident is potentially uncontrollable, implement the City of Kasson Emergency Disaster Plan.



## **EXHIBIT#2**

### **I. TRUCK OPERATORS CHECK LIST**

1. Inspect the truck to be certain all compartments are secure and no loose material is laying on the truck.
2. Pull the battery charger cables, electric cords, airline and push the door opener.
3. Enter the truck, turn the master switch on and start the truck.
4. Buckle your seat belt.
5. Check to see that the doors are completely open. Using low gear, drive the vehicle completely out of the garage.
6. Turn on the beacon, warning flashers, headlights and siren. Be certain back up lights are off.
7. Set radio on Channel #1.
8. Do not leave unless you know the location of the fire.
9. Obey all traffic regulations.
10. Do not pass other fire vehicles or firefighters unless directed to do so.
11. When arriving at the fire, turn off the siren.
12. Follow parking directions issued by officer in command, or park truck in a location that will allow for tankers and trucks to come and go.
13. Engage the pump, circulate the water, and wait for directions.
14. The driver shall ALWAYS stay with the truck until relieved.
15. No one shall touch the pump panel unless approved by the operator.
16. No lights or sirens shall be used when returning to the fire hall, with the exception of standard headlights and tail lights.
17. When backing up, one fireman will assist the driver by standing in an observable position to direct him.

18. Trucks must be put back into service upon returning to the fire hall. Operators are responsible for refueling and watering their unit, including fueling generators and spare cans.
19. Drivers are subject to State statutes regarding driving and the use of alcohol when called into duty. **No firefighter may drive if impaired by alcohol or prescription drugs.**
20. Members witnessing another member out of compliance with #19 should take appropriate action.

**J.**

**NOTICE OF REPRIMAND**

EMPLOYEE: \_\_\_\_\_

SUPERVISOR: \_\_\_\_\_

LOCATION: \_\_\_\_\_

DATE OF OFFENSE: \_\_\_\_\_

TIME OF OFFENSE: \_\_\_\_\_

NOTICE: This reprimand is given to you for violation of company rules and regulations as follows:

VIOLATION: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Our records indicate that you were given written and/or verbal reprimands for violations of company rules and regulations on the following date(s): \_\_\_\_\_

\_\_\_\_\_

Another written reprimand may result in termination of your employment.

I certify that I gave this written reprimand to the above named on \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Supervisor's Signature

I certify that I received this written reprimand on \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Employee's Signature

Original - Supervisor; Copies - Employee & Personnel File

**CITY OF KASSON**

**HANDBOOK**

**FOR**

**SEASONAL EMPLOYEES**

**2016**

## **Welcome to the City of Kasson**

Congratulations on being accepted for seasonal employment with the City of Kasson. We hope your seasonal employment with the City will be an enjoyable and satisfying experience.

### **INTRODUCTION**

This handbook contains policies and procedures for City of Kasson seasonal employees. It is the policy of the City of Kasson, in recognition of essential rights of all employees and applicants as individuals, to provide equal opportunities without regard to race, creed, color, religion, national origin, age, sex, disability, ancestry, sexual orientation, marital status, status with regard to public assistance, or membership on a local human rights commission. This policy applies to all phases of employment including, but not limited to, recruitment, hiring and promotion in all job classifications.

It is also the policy of the City of Kasson to take Affirmative Action to insure that all personnel actions, such as rate of compensation, employee benefits, transfers, lay-offs, demotions, training, terminations and promotions shall be administered without regard to race, creed, color, religion, national origin, age, sex, disability, ancestry, sexual orientation, marital status, status with regard to public assistance, or membership on a local human rights commission.

The provisions of this personnel policy serve as a guide for administrative actions concerning City personnel matters and shall not be construed as contractual provisions or as establishing terms of employment. All City employees subject to these guidelines are “at will” employees. The employer may terminate any employee with or without cause at the sole discretion of the City under guidelines of this employment policy. These guidelines as set forth supersede past practices and/or written representation of regular terms or conditions of employment. Rules set out below are not necessarily all-inclusive because circumstances that have not been anticipated may arise, which require or warrant appropriate disciplinary action, including discharge.

Failure of an employee to perform in a manner consistent with this policy shall constitute grounds for reprimand, suspension, demotion or dismissal.

The policies and procedures contained in this handbook may be revised from time to time as the City deems appropriate without prior notice. Because of the need to change policies to accommodate changes in the City of Kasson, statements in the handbook are not to be considered binding upon the City.

This handbook does not constitute a contract.

### **GENERAL INFORMATION**

As a summer employee in the Park and Rec Department, you will be asked to do a great variety of job duties. Typical jobs include mowing grass (both with riding mowers and push mowers), trimming, cleaning parks and picking up garbage, painting picnic tables and benches, working on ball fields, lifeguard duties, working as a cashier at the pool, acting as crossing guard, working in concession stands and many more.

You may be required to do many jobs requiring a reasonable amount of physical strength – shoveling dirt, pushing mowers, trimming weeds, and operating other power equipment, lifesaving, lifting boxes, etc.

You will be required to work in some unpleasant situations, for example: cleaning plugged toilets, removing vomit or fecal matter from the swimming pool or emptying garbage cans.

We understand you may have no experience in many of the above areas. We will provide the training necessary to perform the job tasks. We do not expect you to operate any equipment you feel is unsafe or that you feel you require more training to operate. Your supervisor will arrange for further training or a different task until the training takes place.

Minors under age 16 are prohibited from operating or assisting in the operation of powered machinery including: lawn mowers, snow blowers or garden equipment.

Public contact occurs in nearly all City positions. **You are expected to act and speak in a professional, courteous manner to the public and other City staff members at all times.** Failure to do so may result in termination of City employment.

## **HOURS OF WORK**

The regular workday for Kasson City Employees shall be eight hours. The regular workweek shall be 40 hours. Department heads reserve the right to vary the scheduling depending on need not to exceed 40 hours in a seven day (Sunday-Saturday) period. **A minor under 16 years of age** may not work: before 7:00 AM or after 9:00 PM, for more than 40 hours per week, or for more than 8 hours per 24-hour period. **Minors under 18 years of age** may not be employed as a lifeguard, except for a minor with Red Cross life-saving certificate (or equivalent) **who works under uninterrupted adult supervision.**

One half-hour shall be the normal lunch period. Fifteen minutes shall be the maximum normal rest period and may be taken twice daily at the discretion of the respective department head. Rest breaks are not to be used to extend lunch breaks, to extend starting time or used to leave early. Rest breaks may not be accumulated.

## **OVERTIME**

Seasonal, temporary and part-time employees shall be paid overtime in an amount equal to the minimum overtime rate established by the State of Minnesota Fair Labor Statutes Act. Overtime hours will be with **prior consent of the Department Head**.

## **HOLIDAYS**

As an incentive to have the Aquatic Center staffed on holidays, the City Council has approved a pay rate of 1 ½ times the employee's rate of pay for hours worked on holidays (Memorial Day, Independence Day and Labor Day).

## **INSTRUCTIONS FOR COMPLETING TIMECARDS**

Seasonal employees complete the same type of timecard as regular employees. Your supervisor will instruct you on the correct manner of reporting your worked time.

Every two weeks a new timecard will be available. Each day you should keep track of the number of hours worked for the pay period. Signed timecards should be turned in to your supervisors at the end of a pay period.

## **PAY DAYS & PAY NOTICES**

As a condition of employment every employee shall enroll in Direct Deposit of their paycheck. Paydays are on a biweekly basis—every other Friday. You are paid for the previous two weeks. Notices of Deposit for seasonal employees will be distributed by your supervisor or emailed to you unless other

arrangements are made. **Contact the Payroll Specialist to have your Notice of Deposit e-mailed to you.**

### **TIME OFF**

If you are sick, call your supervisor immediately. The direct numbers to the Park & Rec Department and Aquatic Center are:

Ron Unger      634-4165 (office)    507 421-2278 (cell)  
Aquatic Center 634-7755

### **SAFETY**

1. Safety Training. The City's safety coordinator will meet with **all summer employees** to discuss safety issues including:

- A. AWAIR program
- B. Bloodborne pathogens
- C. Hearing conservation
- D. Right to Know program
- E. Heat Stress
- F. Emergency & Fire Prevention Plans/Fire Extinguishers

2. Safety Equipment. Other safety equipment is provided and must be worn while you are exposed to specific hazards. This equipment includes: eye protection, latex gloves, safety vests, hard hats and hearing protection.

3. Hepatitis shots. The City will offer the Hepatitis B vaccine for all seasonal employees. The shots are in a series of three. There is a beginning shot. A second shot after one month. The final shot is six months later. For those employees who started the series last summer, we require the date of your last vaccination. If you would like the vaccination, there will be no charge to you. Forms will need to be completed by a parent or guardian for employees under 18 years of age.

4. Operating fuel pumps. Park maintenance employees will be instructed on the proper way to operate unleaded gasoline and diesel fuel pumps.

5. Cell Phones-Aquatic Center staff. Cell phones are not to be present while you are at your work stations and must be kept stored while you are on duty. Electronic devices can be used when employees are on a break and not at their work stations. The Parks and Recreation Supervisor will determine any exceptions to this rule.

### **ATTIRE**

You will be working for the public on public property and you are expected to dress accordingly. For Park Maintenance employees this means reasonable T-shirts or cotton shirts. T-shirts with foul language or gestures are unacceptable. Do not wear new clothes. Park maintenance workers probably will be working with paint, grease or dirt, so wear things that are not of great value to you. If provided with seasonal garments (t-shirts, etc.), you are required to wear them everyday.

Park maintenance employees are to wear work boots. Contact the Parks and Recreation Supervisor about reimbursement for steel-toe work boot purchases.

Attire for the Aquatic Center staff will be determined by the Manager and the Parks and Rec Supervisor.

## **TERMINATION OF EMPLOYMENT**

On the employee's final date of employment, he/she shall be responsible for the surrender of all City property to include keys, recreation equipment, cell phones or pagers, materials, etc., to his/her Department Head. Said items returned shall then be verified by the employee's Department Head.

## **INJURIES ON THE JOB**

All job-related injuries must be reported to a supervisor **IMMEDIATELY**. A First Report of Injury form must be completed. The forms can be obtained from the Parks and Rec Supervisor.

In an emergency, call 911 or go directly to Kasson Mayo Clinic, 411 W Main Street (507)-634-7011.

## **VEHICLE ACCIDENTS**

Law enforcement reports will be the primary means accepted to document the facts of a City vehicle accident. For accidents occurring in situations not normally subject to police investigation, the employee should contact the law enforcement agency with jurisdiction (where the accident occurred) immediately following the incident and request that a report be completed. The employee shall submit to any testing and provide any documentation as requested by law enforcement.

The City safety committee will review all documented incidents (with identifying information redacted) at their regular meetings. Additional inquiry may be made to clarify uncertain issues and obtain further information. Recommendations may be made to assist in corrective actions, if needed. Department supervisors will analyze reports, statements, recommendations and other information to decide upon what actions(s) to take.

## **USE OF CITY VEHICLES**

As a condition of employment any potential new employee who would be required by their job description to use City vehicles shall have their driving record checked. The results of the driving record check must be to the satisfaction of the City Administrator and the City Council.

1. The City may provide a city owned vehicle for specified departments to be used while performing job related duties for the City.
2. The City shall provide all fuel, maintenance, insurance and repairs for the assigned City vehicle.
3. All City-owned vehicles shall be clearly marked displaying the name "City of Kasson". The only exception to this policy is for police vehicles designated as unmarked by the Chief of Police.
4. The vehicles shall be used for authorized City business only.
5. Persons using City owned vehicles shall obey all traffic laws and regulations established by the State of Minnesota and the City of Kasson for operation of a motor vehicle. This includes using seat belts when provided.
6. Persons using City owned vehicles shall pay any fines assessed if a violation should occur of any laws/regulations. The City may revoke driving privileges to employees with excess violations or poor driving records.
7. Persons using City owned vehicles shall possess and maintain a current and valid Minnesota Driver's License.



8. A City owned vehicle or leased vehicle may not be used for transportation to or from the residence of a City employee unless it has been determined that the employee may use the vehicle in accordance with their employment duties.

### **Seatbelt Use**

City employees are required to wear seatbelts and obey all traffic rules pursuant to Minnesota Law. The City will not be responsible for any citation that the employee might receive during the course of their employment whether they are using a private vehicle or a City owned vehicle, and will not indemnify the employee for any fines, fees, expenses or damages.

### **Distracted Driving**

The first priority of all employees while driving City vehicles is the safety of themselves, their passengers and the public. Communication devices, electronic equipment and vehicle controls should only be used or adjusted when it is clearly safe to do so. Drivers shall obey current state laws pertaining to driver distraction and exercise good judgment in areas allowing discretion.

### **USE OF PUBLIC PROPERTY**

The use of public property for personal use is strictly forbidden. This includes but is not limited to: borrowing vehicles or equipment for private use; washing private vehicles in public buildings; changing oil or other mechanical work on a private vehicle in a public building (it makes no difference if it is the weekend); allowing others access to public buildings or equipment for personal use; using meeting rooms for private parties or events that are not regularly available to the general public, etc.

### **HAZARDOUS SUBSTANCES**

Be aware that some of the materials with which you are working may be hazardous substances. Read all labels before using any product. If you need more information than is provided on the label, we have a listing of Material Safety Data Sheets for each City building. These sheets contain the following information: the name of the product, who makes or sells it and their address, why it is hazardous, how you can be exposed to the hazard, what conditions could increase the hazard, how to safely handle the substance, and what to do in case of a spill or emergency. If you need this information, see a supervisor.

### **SMOKING POLICY**

The City Council has adopted an ordinance to protect the public health, comfort and environment and to promote a safe and healthy environment for municipal employees and citizens who use municipally owned buildings and vehicles and to provide an environment that is free from the affects of tobacco use and its associated health risks.

Smoking is unlawful in the City buildings (including the entire area within the fences surrounding the swimming pool) and in any motor vehicle owned by the City. Anyone observed violating this policy may be subject to disciplinary action.

Reminder: It is illegal for an individual under age 18 to smoke. Employees under age 18 and smoking will be subject to discipline, up to and including termination.

### **SEXUAL HARASSMENT POLICY**

It is the policy of the City of Kasson that sexual harassment of employees is prohibited. The City of Kasson believes that every employee has the right to a work environment free from sexual harassment. Any employee found to have acted in violation of this policy will be subject to appropriate disciplinary action, which may include termination.

“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:

1. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of an individual’s employment; or
2. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual’s employment; or
3. that conduct or communication has the purpose or effect of substantially interfering with an individual’s employment or creates an intimidating, hostile, or offensive work environment; and the employer knows or should know of the existence of the harassment and fails to take timely and appropriate action; or
4. such conduct is based on sex and would have not occurred “but for” the sex of the victim even though it is not clearly sexual in nature of an explicit sexual advance.

Anyone wishing to file a claim of sexual harassment should follow the Complaint Policy and Procedure set out in the handbook.

## **MUTUAL RESPECT POLICY**

### **a. Purpose**

Mutual respect, consideration and courtesy are traditional at the City of Kasson and are expected of every member of its staff. All staff members of the City have the right to pursue their careers without fear of intimidation or harassment from co-workers or their organizational superiors.

### **b. Policy**

Disrespectful behavior of any kind – sexual or any other form, ranging from malicious or idle gossip, back-stabbing, inappropriate humor and subtle hints to overt acts, threats or physical contacts –shall not be tolerated. An individual who experiences intimidation or harassment is asked to report it, using the Complaint Policy and Procedure set out in this handbook.

## **HARASSMENT POLICY**

The City of Kasson is committed to providing a work environment that is free of discrimination. Harassment based upon a person’s race, creed, color, religion, national origin, age, sex, disability, ancestry, sexual orientation, marital status, status with regard to public assistance, or membership on a local human rights commission is unlawful. In keeping with this commitment, the City of Kasson strictly prohibits unlawful harassment in any form, including verbal, physical and visual harassment.

This policy strives to provide a safe work environment, free from unreasonable interference, intimidation, hostility or offensive behavior on the part of supervisors, co-workers, visitors or agents of the City. This included a prohibition against posting, wearing or distributing items that may be considered offensive. It also acknowledges that harassment of all types is against the law and shall not be tolerated by the City of Kasson.

If an employee believes that they have been harassed by a co-worker, supervisor, visitor, or agent of the City, they should follow the Complaint Policy and Procedure set out in this handbook.

## **COMPLAINT POLICY AND PROCEDURE**

Complaints directed to City Administrator, the Department Heads or Supervisors shall be considered as to whether the complaint alleges illegal activity, a violation of city policy, or simply poor employee conduct. The City particularly and specifically has an obligation to investigate if there are complaints of discrimination or harassment; employee theft, embezzlement, or fraud; retaliation based upon making a complaint or claim of any type of harassment. No employee who reports a complaint shall be retaliated

against in any way. Retaliation of any type shall also be categorized as harassment under the Mutual Respect Policy. All written complaints must be investigated. All written complaints must be signed, confidentiality cannot be guaranteed.

In a timely manner, response to a complaint may include some or all of the following:

- Consultation and review of employee handbooks, personnel policies, union contracts, city code and other written procedures, particularly to determine the appropriate course of action and documentation.
- Contact with law enforcement if necessary
- Selection of an investigator, if it is not the person to whom the complaint was made.
- Interview with the complainant
- Interview with offender
- Interviews with others, as appropriate
- Review of information gathered
- If appropriate, corrective action shall be taken. The City has the right to apply any sanctions or a combination of sanctions to deal with unreasonable conduct, such as:
  - Counseling the offender(s)
  - Establishment of an improvement plan
  - Probation, with a warning of suspension or discharge for continuing or recurring offenses
  - Suspension without pay
  - Termination

Any disciplinary action resulting from a complaint should be placed in the offender's personnel file.

If at the end of the review conducted by the City Administrator, the Department Heads or Supervisors the complainant feels the complaint is not satisfactorily resolved, the person may approach the City Council.

## **COMMUNICATIONS**

**EVERYTHING INCLUDED IN THE COMMUNICATIONS SECTION IS SUBJECT TO THE MN DATA PRACTICES ACT AND IS THE PROPERTY OF THE CITY OF KASSON**

### **General Information:**

This policy serves to protect the security and integrity of the City of Kasson's electronic communication and information systems by educating employees about appropriate and safe use of available technology resources. Computers and related equipment used by City employees are property of the City. The City reserves the right to inspect, without notice, all data, e-mails, settings or any other aspect of a City-owned computer or related system, including personal information created or maintained by an employee. The City shall do so on an as-needed basis as determined by the City Administrator or Department Head.

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

### **A) Personal Use**

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

- Reasonable, incidental personal use of City computers and software (e.g. word processing, spreadsheets, e-mail, Internet, etc.) is allowed but should never preempt or interfere with work use. All use of City computers and software, including personal use, must be consistent with provisions in this policy.
- Employees shall not connect their own peripheral tools or equipment to City owned systems (such as digital cameras, PDAs, disks or flash cards, etc.), without prior approval from the City Administrator or Department Head and must follow provided directions for protecting the City's computer network.
- Files from appropriate personal use of the City's equipment may be stored on your computer's hard drive, providing the size of all personal files does not exceed 50MB.
- The City may inspect any data or information stored on its equipment or network, even if the information is personal to the employee.
- City equipment or technology shall not be used for personal business interests, for-profit ventures, political activities or other uses deemed by the City Administrator to be inconsistent with City activities. If there is any question about whether a use is appropriate, it should be forwarded to the City Administrator for a determination.
- Only city employees may use city-owned equipment.

Software, hardware, games and screen savers

In general, the City shall provide all software and hardware required for an employee to perform his or her job duties. Requests for new or different equipment or software should be made to your supervisor. Except as provided below, employees shall not download or install any software on their computer without the prior approval of the City Administrator. The City reserves the right to remove any unauthorized programs or software, equipment, downloads or other resources.

Microsoft clip art and photo files contained on the site [www.microsoft.com](http://www.microsoft.com) may be downloaded by employees without prior approval. "Automatic Microsoft updates" may be downloaded without prior approval and should be completed by a user within two days of notice.

Unapproved software or downloads (free or purchased), hardware, games, screensavers, toolbars, clip art, music and movie clips, other equipment, software or downloads that have not been specifically approved by the City Administrator may compromise the integrity of the city's computer system and are prohibited.

## B) Internet

The following considerations apply to all uses of the Internet whether business related or personal.

- There is no quality control on the Internet. All information found on the Internet should be considered suspect until confirmed by another source.
- Employees may not participate in any Internet chat room unless the topic area is related to City business.
- The City may monitor any employee's use of the Internet without prior notice, as deemed appropriate by the City Administrator.
- Reasonable personal use of the Internet during non-work hours (breaks, lunch hour, before or after work) is permitted. Employees may not at any time access inappropriate sites. Some examples of inappropriate sites include but are not limited to adult entertainment, sexually explicit material, or material advocating intolerance of other people, races, or religions, etc.

With the exception of the Police Department for use in an investigation. If you are unsure whether a site may include inappropriate information, you should not visit it.

- Internet use during work hours should be limited to subjects directly related to job duties.
- No software or files may be downloaded from the Internet unless approved in advance by the City Administrator. This includes but is not limited to free software or downloads, maps, weather information, toolbars, music or photo files, clip art, screensavers and games.

### C) Electronic Mail

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

Employee e-mails (including those that are personal in nature) may be considered "public" data and may not be protected by privacy laws. E-mail may also be monitored as directed by the City Administrator and without notice to the employee. The following policies relate to e-mails of both business and personal content:

- Use common sense and focus primarily on using e-mail for City business. Never transmit an e-mail that you would not want your boss or other employees to read (e.g. avoid gossip, personal information, swearing, etc.)
- Use caution or avoid corresponding by e-mail on confidential communications (e.g. letters of reprimand, correspondence with attorneys, medical information, etc.)
- Do not open e-mail attachments or links from an unknown sender. Delete junk or "spam" e-mail without opening it if possible. Do not respond to unknown senders.
- Do not use harassing language, including sexually harassing language or any other remarks including insensitive language or derogatory, offensive or insulting comments or jokes in an e-mail.
- Do not gossip or include personal information about yourself or others in an e-mail.
- Do not curse or use swear words in an e-mail.

### D) Instant Messaging

The city does not provide employees with resources or tools to communicate by Instant Messaging (IM) when conducting city business. Employees are not allowed to use IM as mechanism for personal communication through the city's computer network or when using city equipment, and are not allowed to download or install any IM software on their city computer.

### E) Social Media

Cities should distinguish between use of social media sites such as Facebook and MySpace, et al., blogs and microblogs such as Twitter, for official city business versus personal use. When using social media to support official city business in accordance with job duties, individuals should clearly identify themselves as connected to the city. Personal use of social media by city staff - whether about the city or not, and whether positive or negative - shall reflect on the city as a whole. Personal use of social media should not violate any city policies already in existence, such as those on harassment prevention.

## F) Storing and transferring documents

Electronic documents, including e-mails and business-related materials created on an employee's home or personal computer for City business should be stored on the City network in accordance with records retention policies for the department. The following are some general guidelines that may be useful to consider:

- E-mail that is simple correspondence and not an official record of City business should be deleted (from both the "Inbox" and the "Deleted" box) as soon as possible and should not be retained by employees for more than three months. The City shall not retain e-mails longer than one year on the network or in the network back-ups.
- E-mail that constitutes an official record of City business must be kept in accordance with all records retention requirements for the department and should be copied to appropriate network files for storage.
- City-related documents that an employee creates on his or her home computer or any other computer system should be copied to the City's network files.
- Documents or e-mails that may be classified as protected or private information should be stored separately from all other materials.

If you are unsure whether an e-mail or other document is government record for purposes of records retention laws, or whether it is considered protected or private, check with your Department Head.

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

The City has installed anti-virus software on each computer to protect against these threats by automatically scanning storage media for viruses and similar concerns. The anti-virus software provides automatic updates.

## G) Passwords and physical security of equipment

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

- All media addresses and passwords are the property of the City. All are immediately surrendered to the City upon termination or suspension.
- Your passwords should not be shared or told to anyone.
- Passwords should not be stored in any location on or near the computer. If necessary, store your password in a document or hard copy file that is locked when you are absent from your desk. Do not store it electronically in a palm pilot or cell phone system.

It is recommended that employees lock their workstation (press Ctrl-Alt-Del keys) if you shall be away from your desk or office for more than five minutes. Unlock your computer by doing the same and typing in your password. Use caution if you leave equipment unattended because it is generally small and portable. Do not leave city computer equipment in an unlocked vehicle or unattended at any off-site

facility (airport, restaurant, etc.) If your office or desk area is in a high-traffic public area, check with the City Administrator about appropriate security measures.

#### H) Notice of Computer problems

Employees are responsible for notifying their Department Head or the Finance Director about computer problems or odd computer behavior. Employees should err on the side of caution when reporting issues because small problems may indicate a more serious network or computer system issue.

#### I) Laptop/Portable Computer Use

It is the responsibility of the employee using a laptop computer or other portable equipment, to keep the equipment in a safe environment, protected to the extent possible from theft or damage. Any portable computer damaged or stolen must be reported immediately to the City. All data collected, stored, processed or disseminated by City employees on portable computer equipment owned by the City is governed by the Data Privacy Act. Additional software or programs may not be loaded without prior authorization and any copying of software on a portable computer for personal use is prohibited.

### **DISCIPLINARY ACTIONS**

#### a. Verbal Reprimand

A verbal reprimand shall be the most informal type of discipline, and shall be the initial means with which violations of this policy or departmental policy shall normally be dealt. Upon the recognition of a violation by, or problem with, an employee, the Department Head shall serve documented notice on the employee by verbal reprimand with his/her recommendation toward resolving the employee's action.

#### b. Written Reprimand

Upon the failure of verbal reprimand to correct a condition under which employee's performance continues to be substandard or unsatisfactory, or if the employee continues to violate policies of the City, the responsible Department Head may resort to reprimanding the employee in writing. A written reprimand shall be construed as a warning, and shall clearly describe the nature of the violation and required action and shall be signed by both the Department Head and the employee. The Department Head shall cause a copy of the written reprimand to be furnished to the City Administrator's office. The employee shall have the opportunity to respond to the charges conveyed in the reprimand. Should the charges be deemed erroneous the written reprimand shall be destroyed.

#### c. Suspension, Demotion and Discharges and Causes Therefore

When a Department Head has good reason to believe that an employee under his or her jurisdiction has given cause for his or her suspension, demotion or discharge, he or she shall notify said employee, in writing, setting forth the charges against him or her. Said written charges shall, with the recommendation of the City Department Head, then be filed immediately with the City Administrator for subsequent action by the City Council. Upon an official action by the City Council, the City Administrator shall cause a statement of such findings and the decision of the City Council to be served in writing on the employee. Service of this decision upon the employee shall constitute an official notice of his or her suspension, demotion, discharge or exoneration as the case may be. The charges, reply and order of the suspension, demotion, discharge or exoneration shall be filed in the City Administrator's office in the employee's personnel file.

The following causes, while not exclusive, may be causes for suspension, demotion or discharge of an employee from City employment; when such employee:

1. Has violated any lawful and responsible official regulation or order or failed to obey any lawful and reasonable direction made and given by his/her superior(s), when such violation or failure to obey constitutes an act of insubordination or a serious breach of proper discipline has resulted or may reasonably be expected to result in loss or injury to the employee, co-worker or the public;
2. Has been determined intoxicated or impaired due to a prescribed or an unprescribed narcotic drug while on duty;
3. Has been wantonly offensive in his or her conduct or language toward the public or other employees;
4. Has been incompetent or inefficient in the performance of the duties of his or her position;
5. Is careless or negligent with property of the City;
6. Has used, threatened or attempted to use, political influence in securing promotion, leave of absence, transfer, change of classification, pay or nature or work;
7. Has been induced, or attempted to induce an employee in City government to commit an unlawful act, or to act in violation of any lawful and reasonable official regulation including this policy, or has taken any fee, gift, or thing of value in the course of his or her work or in connection therewith for his or her personal use from any person, when such fee, gift, or item of value is given in the hope or expectation of receiving a favor or better treatment than that normally accorded other persons;
8. Has been absent from duty without leave as defined in this policy or has failed to report after leave of absence has expired, or after such leave of absence has been disapproved, revoked or canceled by the City Council; provided, however, that if such absence or failure to report for duty is excusable, the Department Head with the approval of the City Council may revoke the charges;
9. Has willfully made a false statement in any questionnaire, application, or form designed or used for the purpose of gaining employment in the City; or has shown proven dishonesty in the performance of duties;
10. Has been guilty of gross misconduct, which shall include but not be limited to petty theft or loan of public property for private or personal use on or off government premises.



We only use cookies that are necessary for this site to function, and to provide you with the best experience. Learn more in our [Cookie Statement](#). By continuing to use this site, you consent to the use of cookies.

1

Receive Updates



## Open house set for March 19 in Owatonna to update public on Highway 14 project

Minnesota Department of Transportation sent this bulletin at 03/06/2019 08:20 AM CST

Having trouble viewing this email? [View it as a Web page.](#)



### Hwy 14 expansion

#### Open house set for March 19 in Owatonna to update public on Highway 14 project

We wanted to alert you an upcoming open house to learn more about the Highway 14 expansion project between Owatonna and Dodge Center.

The public is invited to attend an open house on Tuesday, March 19 in Owatonna . There, representatives of MnDOT will be available to answer questions and provide information from 6 p.m. to 7:30 p.m., at the [MnDOT Owatonna construction office at 1010 21st Ave. NW.](#)

People may drop by at any time during the session to learn more about the project, offer feedback, and ask questions. Maps and information will be available. There will be a brief presentation at 6:30 p.m.

The project will expand 12.5 miles of Highway 14 between Owatonna and Dodge Center from two lanes to four lanes. The new route will be located south of the current two-lane portion and would make Highway 14 a four-lane highway from Rochester west to Mankato.

Governor Tim Walz signed legislation on Tuesday, March 5 to ensure that MnDOT can access funding to let the contract in August of 2019. Construction will be able to begin later that year, if the contractor chooses. Traffic is expected on the new portion of the road by fall of 2021.

To request an ASL or foreign language interpreter, or other reasonable accommodation, call Janet Miller at 651-366-4720 or 1-800-657-3774 (Greater Minnesota); 711 or 1-800-627-3529 (Minnesota Relay). Alternatively, send an email to [janet.rae.miller@state.mn.us](mailto:janet.rae.miller@state.mn.us).

## More about this project

Visit the [MnDOT project website](#) or the [MnDOT Southeast Facebook Group](#) to learn more. Please forward information to others whom might have an interest in this project.

MnDOT • [mndot.gov](http://mndot.gov)

Stay Connected with Minnesota Department of Transportation:



[MnDOT's Social Media Hub >>](#)

SUBSCRIBER SERVICES:

[Manage Subscriptions](#) | [Unsubscribe All](#) | [Help](#)

Powered by



[Privacy Policy](#) | [Cookie Statement](#) | [Help](#)

## Kasson Police Calls for Service

	2014	2015	2016	2017	2018	2019
January	274	286	294	322	346	424
February	271	247	260	341	310	394
March	280	302	273	277	352	
April	325	347	375	364	418	
May	373	367	413	461	502	
June	293	339	349	370	395	
July	364	408	408	528	454	
August	286	372	343	404	466	
September	263	352	346	450	461	
October	336	309	489	370	380	
November	263	284	359	390	348	
December	300	331	334	377	437	
<b>Yearly Total</b>	<b>3628</b>	<b>3944</b>	<b>4243</b>	<b>4654</b>	<b>4869</b>	<b>818</b>

City of Kasson  
Department Head Meeting  
February 21, 2019  
2:30 p.m.

1. Department Head Reports

a. Police

b. Public Works

c. Streets/Storm

d. Electric *Judd back Monday, March 11*

e. Water/Sewer

*Awards to Jeff & Charlie*  
f. Parks

g. Arena  
*- committee mtg on Feb 28 @ 4pm*

~~h. Liquor Store~~

~~i. Library~~

j. Planning and Zoning/EDA  
*- preliminary plat for Thompson Development or 504*

~~k. Fire~~

l. Finance

m. Administrator

- ☒ Inquiry regarding the property along Masten Creek
- ☒ Updates to Personal Policy: Drug Testing, Fire, Police, Aquatic, Library, etc
- ☒ First quarter evaluations February 25 9-11
- ☒ Manpower visit to Public Works February 25 1 p.m.
- ☒ Electric Territory discussion with Xcel

*requested  
park board last  
mon, council  
mtg  
march*

*expense  
guidelines*



**Kasson Police Department**

19 East Main Street  
Kasson, MN 55944  
507-634-3881  
Fax: 507-634-4698

Department Head Meeting 2/21/2019

Front office window has had the 3M film attached to make us more secure, come check it out.

Bicycle helmet sales will begin March 20<sup>th</sup> at 1700 and March 23<sup>rd</sup> 10-1200

Donation goal of \$5,000 toward K-9 squad equipment has nearly been reached. We had partnered with Hero K-9 for this.

Squads are on order.

Donated a bunch of used clothing to the Library textile drive, Just Like Home, jackets to the warming center in Rochester for distribution. Patches have all been removed.

Converting to NIBRS National Incident Based Reporting System on June 1<sup>st</sup> officer and employee training in May.

City of Kasson  
Department Head Meeting  
February 21<sup>st</sup>, 2019  
2:30 PM

Public Works

1. Snow blowing, shoveling, and salting sidewalks
2. Received 2 nice emails and 3 pans of bars from residents for snow plowing efforts.
3. Repairs
  - a. Big Snow Blower – is at ABM being repaired
  - b. Case Grader – repaired broken cutting edge on wing
  - c. Champion Grader - welded broken wing
  - d. Salt Dog Sander – replaced broken gear box and bearing
  - e. Pusher – needs rubber edge replaced
4. Overtime for snow in January was \$5,624.25
5. February has been busy with snow – lots of overtime, diesel fuel, parts for equipment repairs, and we are on 3<sup>rd</sup> pallet of sidewalk salt
6. Attended multiple meetings for HWY 57 project
7. Attended a training in Stewartville for MWOA
8. Rental House – Kenny Hill repaired window, still have repairs to make
9. Water Truck – has not been purchased or picked up yet
10. Need to start 1<sup>st</sup> quarter reviews

Streets

1. Snow – plowing, sanding, hauling snow and sand, and digging out fire hydrants
2. Repairing snow equipment



## Water/Wastewater Department

Department head meeting Feb. 21st, 2019

- We had two water leaks so far this season; one was a private service the other was between 1<sup>st</sup> 2<sup>nd</sup> Avenues on 1<sup>st</sup> St NW.
- Staff has completed the updating the SDS (Safety Data Sheets).
- The city pumped 14.3 million gallons of water from wells 4 and 5 in January.
- The city treated 26.211 million gallons at the wastewater treatment plant in December, of this 2.713 million was received from Mantorville.
- I am continuing to work with the city engineer and Hansen Hauling and Excavation for the removal of the biosolids from the reed beds, this should occur this winter.
- Punch list items are being completed at the WWTP, a few computer updates are needed.
- Working on 2018 DNR Water Conservation Report Part 2 it is due March 30<sup>th</sup>, 2019.
- The east clarifier had some piping issues which needed the clarifier to be empty and fixed this took a couple of days.
- Maintenance was completed on the Main and NW lift stations, cleaning and adjusting floats and plugged pumps the main concerns.
- The 1 ton truck is at Truck Utilities to have the utility box and crane installed.
- Charlie Bradford Class A operator for SE section of MWOA
- Jeff Uve Maintenance for SE section of MWOA
- Both will go to the state level

## Department Head Meeting

Thursday, February 21, 2019

### Park Department

1. Been taking orders for the 2019 Boulevard Tree Planting Program. Residents have until March 29<sup>th</sup> to order trees. The Treehouse will plant them late April or early May.
2. Have order a new bleacher for the J.Hyde Kasson Park.
3. Ordered a new 60" Zero Turn Toro Mower for the Park Department. We will be trading in the oldest mower. Sancoe Equipment(Bobcat) gave us 5,500.00 for the trade in. We save an additional 2,000.00 on the purchase.
4. Will be sending out Adult Softball Manager letters next week. We will have our first meeting for summer softball the first week in March.
5. EAB Update: We have taken down 112 Ash trees these last 3 years. We still have 114 trees to take down on all the boulevards. 20 trees are being treated on city boulevards .I am hoping within 3 more years all our Ash Trees either have been removed or are treated.
6. We will be scheduling maintenance on the sand filters and main drains up to the Aquatic Center this Spring. Also will be making sure our camera system is working and up to date on the software and license at the pool.
7. All systems is building a new server for our Park Camera's. The Camera's need to be updated and repaired. They are 5 years old. They are currently not working.
8. Been plowing and shoveling snow, snow and more snow!!!!



## Kasson Dept Head Meeting 2/21/2019

- <sup>JAN.</sup> The ~~December~~ patron count was 9984 which is a total of 37,306 since October 1st.
- Both HS seasons are done, the girls lost in the semifinals to Lakeville North and the boys lost their play in game to Rochester John Marshall.
- DCYH is wrapping up their season as they still have Squirt teams and a U10 girls team getting ready for their district play. The Bantam A team won both their league and district playoffs and they are headed to regions next weekend.
- DCYH is talking more and more about using some of their charitable gambling funds on some upgrades to the arena. I am not sure which things they want to address but am hoping they will provide me with a list of their thoughts.
- We are going to put the floor down for the fair this summer and working on a timeline with the fair board.

**City Wide Department Head Meeting**  
**2:30 pm, Thursday, February 21, 2018**  
**KPL Report**

1. Going to the KPL Board with recommendation to hire a part-time staff member not a full time member
2. Special "Thanks" to Charlie and his men for snow removal and clearing of frozen vents
- 3.

Thanks,  
Art T.

Kasson Fire Department – Monthly Meeting  
FEB, 04, 2019

Meeting Called to Order:

Roll Call

Minutes of the previous Meeting:

Treasurer's Report – Relief General Fund: \$36,727.36

Appointment of Entertainment: ( MAR ) R. RAATZ PARENTS TO SERVE

Drill(s):

FEB 18	N/A HOLIDAY
FEB 25	CONFINED SPACE

Guest(s): N/A

Old Business:

- STATE SCHOOLS
  - MANKATO
  - ROCHESTER
    - SEE TRAINING OFFICER/CHIEF TONIGHT
    - SIGN UP BY MARCH MEETING
- BENEFIT BREAKFAST
  - \$1,700 RAISED
  - \$1,000 ADDITIONAL FROM CORPORATE
- DONATIONS REVIEW
  - PRAIRIE MEADOWS
  - HAWKINS FAMILY
  - G. NEVALA
    - Funds to be used to purchased
      - C.O. Monitors
      - Additional EMR bags
      - O<sup>2</sup> bag to outfit all airway equipment
- KFD RECOGNITION/AWARDS BANQUET
  - COMMENTS FROM CHIEF FITCH
    - Thanks to all
    - Recognized awards winners
    - Letter from Father Latner
- OATH CEREMONY
  - MATT LAWRENCE
    - Congratulation by Chief Fitch & Deputy Fire Chief Seljan
- 2019 DANCE/RAFFLE
  - RELIEF PRESIDENT J. McANDREWS SHARED PLANS TO START ENGAGEMENT EARLY
    - Tickets/mailer/raffle
  - BANDS
    - Diesel Drive – Saturday
    - Trouble Shooter - Sunday

Kasson Fire Department – Monthly Meeting cont.  
FEB, 04, 2019

- 2019 STAIR CLIMB
  - CHIEF FITCH MADE REFERENCE TO JAN MEETING & OPPORTUNITIES
  - GENERAL INTEREST BY STAFF BY NO HARD COMMITMENTS NOTED

New Business:

- THANK YOUs
  - INFO BY CHIEF FITCH
    - Kasson Police Department – Shop with a Cop
    - Dodge County Sheriff Rose – Good Work
    - Lift Assist thanks from wife of patient
- FIRE HALL CLEAN-UP
  - EAST END OF FIRE HALL IN NEED OF CLEAN-UP
  - PLANNING SPRING CLEANING
    - March 23 (Saturday) 0800 until ????
- DONATION
  - DOVER FIRE DEPARTMENT RELIEF ASSOCIATION GAMING - \$11,000
    - Discussed items on whiteboard with staff
      - Helmets
      - Combi-Tool
      - U.T.V
      - Radios & Pagers
      - LUCAS Device
      - Shipping Containers
    - Discussion yielded support for: Helmets and/or Combi-Tool
- WELCOME BACK
  - CHIEF FITCH OFFICIALLY WELCOMED BACK TRAINING OFFICER C. SCHUH
- REPORTS/FORMS
  - CHIEF FITCH & CAPTAIN J. McANDREWS
    - Shared information regarding capture of information of run reports & incident info/narrative
    - Critical to Capture more information than less
      - ICR# - get from Active911 (CAD#)
      - Sign forms
      - Print legibly
      - Items included
      - Percentage of involvement
    - Officers check info/content including dollar amount of loss for structure and items
      - Capture % of involvement
      - Capture area of involvement
- CLASS A ETIQUETTE
  - COMMENTS BY CHIEF FITCH
    - Only issued items on Class A
    - Bell caps come off when inside structures
    - Gloves on ONLY for defined events
    - Post event
      - Change out from Class A uniform
    - Cleaning
      - Account being established with Natures Best Cleaners
      - More info to come

o MEDICAL EQUIPMENT

- CHIEF FITCH SHARED RECENT PURCHASE OF:
  - Airway Larry
  - CPR Trainer

=====

▪ Apparatus / Other Status Reports

- |                                    |                                   |
|------------------------------------|-----------------------------------|
| <input type="checkbox"/> Rescue    | New struts and airbags coming     |
| <input type="checkbox"/> Engine I  | All ladders passed recent testing |
| <input type="checkbox"/> Engine II | All ladders passed recent testing |
| <input type="checkbox"/> Tanker I  | X                                 |
| <input type="checkbox"/> Tanker II | X                                 |
| <input type="checkbox"/> Ladder I  | All ladders passed recent testing |
| <input type="checkbox"/> Grass Rig | X                                 |
| <input type="checkbox"/> Utility   | X                                 |
| <input type="checkbox"/> EMR Unit  | Be sure to restock post call(s)   |
| <input type="checkbox"/> HAZMAT    | X                                 |

Bills Reviews by Relief:

- Approved

Review of Calls:

- JAN
  - o EMS 28
  - o MA 0
  - o Rescue 0
  - o Fire 5

Good of the Assoc:

Meeting Adjourned

Respectfully Submitted:

Krista Weigel  
Emergency Services Admin Assistant

... Firefighters not in attendance – Please sign and date your reading of the Meeting Minutes ...

_____	_____
_____	_____
_____	_____

## FINANCE DIRECTOR REPORT

February 21, 2019

1. January Financials
2. Audit
3. 2019 Capital Budget Summary
4. Jan- update
5. Electronic Recycling
6. Transit Tax
7. Expense Guidelines/Definitions



## EXPENSE GUIDELINES/DEFINITIONS

### 220 Repair & Maintenance supplies

This would be for repair parts, replacement parts or supplies for maintenance.

(Includes things like replacement tires and other vehicle parts, electrical parts, cleaning supplies, etc.)

### 210 Operating Supplies

This would be for supplies that are not for repairs and maintenance; office supplies, uniforms, etc.

### 240 Small tools/minor equipment

In the past we have used this for the smaller hand tools and small equipment purchases that are not capital expenses.

We have also used this line for computers and printers and vacuum cleaners.

### 400 Repairs & Maintenance

This is often for work that is done by others.

We use this for vehicles that are serviced by outside vendors, repairs to our buildings by outside vendors, computer repairs, etc.

### 444 Contractual Services

This has been used for the vendors that do electrical trenching, umpires, snow hauling contractors. WE may not have actual contracts written with all of the vendors.

---

The numbers below are for Capitalized Items only. There are thresholds to meet. If the thresholds are not met, then the expenses more than likely fit in the expense numbers above.

520 Buildings and Structures . >\$5,000

530 Improvements other than Buildings >\$5,000

540 Heavy Machinery/Equipment > \$2,500

550 Motor Vehicles >\$5,000

570 Office Equipment and Furnishings > \$2,500

580 Other Equipment > \$2,500

### **For the Enterprise Funds:**

1620 Buildings and Structures >\$5,000

1630 Improvements other than Buildings >\$5,000

1640 Heavy Machinery/Equipment > \$2,500

1644 Motor Vehicles >\$5,000

1644 Office Equipment and Furnishings > \$2,500

**Total budgeted  
.... To 2018**

**Jetter**      **MudsuckerMudsucker**



Facility Name	Permit Number
7-Clans Casino WWTP	MN0063452
Adams WWTP	MN0021261
ADM Corn Processing - Marshall	MN0057037
Aggregate Industries Inc - Nelson Plant	MN0001309
Aitkin WWTP	MN0020095
Albany WWTP	MN0020575
Albert Lea WWTP	MN0041092
Alberta WWTP	MNG580002
Albertville WWTP	MN0050954
Alexandria Lakes Area Sanitary District	MN0040738
Altura WWTP	MN0021831
Alvarado WWTP	MNG585171
ArcelorMittal Minorca Mine Inc	MN0055964
Arlington WWTP	MN0020834
Atwater WWTP	MN0022659
Avon WWTP	MN0047325
Babbitt WWTP	MN0020656
Bagley WWTP	MN0022691
Barnum WWTP	MNG580142
Battle Lake WWTP	MN0051829
Beaver Creek WWTP	MNG580055
Becker WWTP	MN0025666
Bel Clare Estates WWTP	MN0045721
Belle Plaine WWTP	MN0022772
Bellechester WWTP	MN0022764
Belview WWTP	MNG580003
Bertha WWTP	MN0022799
Big Falls WWTP	MNG580135
Big Lake WWTP	MN0041076
Birchwood Terrace Mobile Home Park	MN0064670
Biwabik WWTP	MN0053279
Bliss Collector WWTP	MN0054119
Blomkest Svea Sewer Board WWTP	MN0069388
Blooming Prairie WWTP	MN0021822
Blue Waters Leisure Park	MN0050091
Bluefin Bay on Lake Superior WWTP	MN0054593
Borup WWTP	MN0022853
Brainerd International Raceway & Resorts	MN0066427
Brandon WWTP	MN0055841
Breezy Point WWTP	MN0047457

Browerville WWTP	MN0022926
Browns Valley WWTP	MN0022942
Brownton WWTP	MN0022951
Butterfield WWTP	MN0022977
Byron WWTP	MN0049239
Callaway WWTP	MNT022985
Cambridge WWTP	MN0020362
Camp Ripley	MN0025721
Camp Shamineau	MN0063746
Cannon Falls WWTP	MN0022993
Canton WWTP	MN0023001
Carlos WWTP	MN0023019
Cass Lake WWTP	MN0049981
Cedar Mills WWTP	MN0066605
Central Iron Range Sanitary Sewer District WWTP	MN0020117
Ceylon WWTP	MNG585006
Chokio WWTP	MNG580007
Claremont WWTP	MN0022187
Clarks Grove WWTP	MNG580067
Clearwater Forest LLC	MN0069582
Clements WWTP	MNG580094
Cliffs - Dunka Mining Area	MN0042579
Cliffs Erie-Taconite Harbor Dock	MN0067962
Cold Spring Granite Co - Main Campus	MN0062481
Cold Spring WWTP	MN0023094
Cologne WWTP	MN0023108
Comfrey WWTP	MN0021687
Cook WWTP	MNG580179
Country Meadows WWTP	MN0065978
Crane Lake WWTP	MN0066371
Credit River Township - Monterey H&S Passage	MN0066389
Credit River Township - Territory	MN0066826
Cromwell WWTP	MN0051101
Crookston WWTP	MN0021423
Cyrus WWTP	MN0052396
Darwin WWTP	MNG585150
Dawson WWTP	MN0021881
Deer Creek WWTP	MNG580180
Delano WWTP	MN0051250
Delhi WWTP	MN0067008

Dexter WWTP	MNG585228
Dumont WWTP	MN0064831
Dunnell WWTP	MNG585279
Dyno Nobel Inc	MN0060704
Eagle View Commons WWTP	MN0063983
Eden Valley WWTP	MN0023281
Eitzen WWTP	MN0049531
Elizabeth WWTP	MNG585012
Elk River WWTP	MN0020788
Ellendale WWTP	MNG585014
Elmore WWTP	MNG585110
Evansville WWTP	MNG585074
Fairmont WWTP	MN0030112
Fergus Falls WWTP	MN0050628
Fisher WWTP	MNG580170
Flamingo Terrace Mobile Home Park	MN0051144
Flint Hills Resources Pine Bend Refinery	MN0000418
Foley WWTP	MN0023451
Foreston WWTP	MNG580017
Fosston WWTP	MN0022128
Franklin WWTP	MN0021083
Frazee WWTP	MN0022021
Frost WWTP	MNG585120
Garfield WWTP	MN0023515
Gaylord WWTP	MNG580204
GEM Sanitary District	MNG580205
Gibbon WWTP	MNG580020
Gonvick WWTP	MN0020541
Goodhue WWTP	MN0020958
Graceville WWTP	MNG580159
Granada WWTP	MNG585023
Grand Meadow WWTP	MN0023558
Grand Rapids WWTP	MN0022080
Granite Falls WWTP	MN0021211
Grasston WWTP	MN0025691
Greenfield WWTP	MN0063762
Grey Eagle WWTP	MN0023566
Hackensack WWTP	MN0053490
Hallmark Terrace WWTP	MN0030368
Halstad WWTP	MN0020770
Hammond WWTP	MN0066940

Hampton WWTP	MN0021946
Hancock WWTP	MNG585299
Hanska WWTP	MN0052663
Harris WWTP	MN0050130
Haven Hutterian Brethren	MNG585071
Hayfield WWTP	MN0023612
Hayward WWTP	MN0041122
Heartland Hutterian Brethren/Heartland Colonies	MNG580195
Hector WWTP	MN0025445
Hendrum WWTP	MNG585176
Herman WWTP	MNG580177
Hewitt WWTP	MNG580024
Hibbing Taconite Co - Tails Basin Area	MN0049760
Hibbing WWTP South Plant	MN0030643
Hokah WWTP	MN0021458
Houston WWTP	MN0023736
Iron Junction WWTP	MNG580049
Isanti WWTP	MN0023795
Ivanhoe WWTP	MNG580103
Jasper WWTP	MNG580026
Jordan WWTP	MN0020869
Kasson WWTP	MN0050725
Kelliher WWTP	MNG585068
Kellogg WWTP	MNG580027
Kennedy WWTP	MN0029751
Kenyon WWTP	MN0021628
Kettle Falls Hotel & Guest Villas	MN0057410
Kimball WWTP	MN0052647
Kraemer Mining & Materials - Mille Lacs	MN0067806
Lafayette WWTP	MN0023876
Lake Benton WWTP	MN0023884
Lake Shore WWTP	MN0059862
Lake Wilson WWTP	MNG585061
Lakefield WWTP	MN0020427
Laketown Community WWTP	MN0054399
Lamb Weston/RDO Frozen	MN0051454
Le Center WWTP	MN0023931
Lester Prairie WWTP	MN0023957
Lewisville WWTP	MNG585314
Linwood Terrace	MN0054372
Lismore WWTP	MNG585076

Littlefork WWTP	MNG580081
Long Prairie WWTP - Municipal	MN0066079
Longville WWTP	MNG580208
Lonsdale WWTP	MN0031241
Loretto WWTP	MN0023990
Lucan WWTP	MN0031348
Lutsen Resort WWTP	MN0066702
Luverne WWTP	MN0020141
Mabel WWTP	MN0020877
Madison WWTP	MN0051764
Magnolia WWTP	MNG585190
Mahnomen WWTP	MNT024066
Mankato Water Resource Recovery Facility	MN0030171
Mapleton WWTP	MN0021172
Marathon Saint Paul Park Refinery	MN0000256
Marble WWTP	MN0020214
Mayer WWTP	MN0021202
Maynard WWTP	MN0056588
McGregor WWTP	MN0024023
McIntosh WWTP	MNG585031
MDNR Father Hennepin State Park	MN0033723
MDNR Soudan State Park	MN0060151
Meadows of Whisper Creek WWTP	MN0066753
Medford WWTP	MN0024112
Melrose WWTP	MN0020290
Menahga WWTP	MNG580032
Meriden Township WWTP	MNG585319
Met Council - Blue Lake WWTP	MN0029882
Met Council - Empire WWTP	MN0045845
Met Council - Seneca WWTP	MN0030007
Met Council - St Croix Valley WWTP	MN0029998
Met Council Eagles Point WWTP	MN0029904
Met Council Hastings WWTP	MN0029955
Met Council Metropolitan WWTP	MN0029815
Milan WWTP	MNG580141
Miltona WWTP	MN0024155
Minn-Dak Farmers Cooperative	MN0070386
Minneota WWTP	MNG580033
Minnesota City WWTP	MN0069817
Minnesota Power - Laskin Energy Center	MN0000990
Minnesota Power - Taconite Harbor Energy Center	MN0002208

MNDOT Straight River Rest Area	MN0049514
Montevideo WWTP	MN0020133
Montgomery WWTP	MN0024210
Monticello WWTP	MN0020567
Montrose WWTP	MN0024228
Moorhead WWTP	MN0049069
Moose Lake WWTP	MN0020699
Mora WWTP	MN0021156
Morton WWTP	MN0051292
Motley WWTP	MN0024244
Mountain Iron WWTP	MN0040835
New Germany WWTP	MN0024295
New Prague WWTP	MN0020150
New Richland WWTP	MN0021032
New Ulm WWTP	MN0030066
New York Mills WWTP	MN0054330
Nicollet WWTP	MNG580037
Nielsville WWTP	MNG580166
Nisswa WWTP	MN0059242
North Branch WWTP	MN0024350
NuStar - Sauk Centre Terminal	MN0057771
Ogema WWTP	MNT049794
Ogilvie WWTP	MN0021997
Order of St Benedict WWTP	MN0022411
Oronoco Estates	MN0040967
Orr WWTP	MN0024422
Otsego WWTP West	MN0066257
Otter Tail Power Co - Hoot Lake Plant	MN0002011
Owatonna WWTP	MN0051284
Packaging Corp of America	MN0001643
Palisade WWTP	MN0050997
Paynesville WWTP	MN0020168
Pease WWTP	MNG580167
Pemberton WWTP	MNG585075
Pequot Lakes WWTP	MN0021661
Pillager WWTP	MNG580209
Pine Island WWTP	MN0024511
Pine River Area Sanitary District	MN0046388
Plainview Elgin Sanitary District	MN0055361
Princeton WWTP	MN0024538
Prinsburg WWTP	MN0063932

Rahr Malting Co	MN0031917
Raymond WWTP	MN0045446
Remer WWTP	MNG585210
Richmond WWTP	MN0024597
Rogers WWTP	MN0029629
Rollingstone WWTP	MNG580078
Roseau WWTP	MNG580039
Rothsay WWTP	MNG585064
Round Lake WWTP	MNG580198
Rushford WWTP	MN0024678
Saint Clair WWTP	MN0024716
Saint Cloud WWTP	MN0040878
Saint George District Sewer System	MN0064785
Saint James WWTP	MN0024759
Saint John's University	MN0046035
Saint Michael WWTP	MN0020222
Saint Peter city of	MN0022535
Sandstone WWTP	MNG580213
Sauk Centre WWTP	MN0024821
Savannah Meadows WWTP	MN0065706
Searles WWTP	MNG580080
Seneca Foods Corp	MN0001279
Shafer WWTP	MN0030848
Sherburn WWTP	MN0024872
Silver Creek Town WWTP	MN0063908
Silver Lake WWTP	MNG580164
Sno Pac Foods Inc	MN0060542
Sobieski WWTP	MNG585217
Starbuck WWTP	MN0021415
Stockton WWTP	MNG580079
Sturgeon Lake WWTP	MN0067270
Swanville WWTP	MN0020109
Taunton WWTP	MNG580090
Taylors Falls WWTP	MNG580218
The Ponds WWTP	MN0065889
Thief River Falls WWTP	MN0021431
Thumper Pond WWTP	MN0066231
Truman WWTP	MN0021652
Twin Valley WWTP	MNG585137
Tyler WWTP	MNG585116
United Taconite LLC - Fairlane Plant	MN0052116

Upsala WWTP	MNG580053
Urbank WWTP	MNG585343
US EPA - MED-Duluth	MN0110914
USCOE Sandy Lake	MN0110035
Vergas WWTP	MN0025097
Vermillion WWTP	MN0025101
Vesta WWTP	MNG580043
Viking WWTP	MN0068209
Village Green North Mobile Home Park	MN0052132
Villard WWTP	MN0068144
Wabasha WWTP	MN0025143
Wadena WWTP	MN0020672
Wahkon WWTP	MN0047066
Walker WWTP	MN0041157
Walmart Supercenter 1757	MN0060372
Warba WWTP	MN0020974
Waseca WWTP	MN0020796
Waterville WWTP	MN0025208
Welcome WWTP	MN0021296
Wendell WWTP	MN0051501
West Concord WWTP	MN0025241
West Lake George WWTP	MN0054461
Western Lake Superior Sanitary District Administrative Office	MN0049786
Wheaton WWTP	MN0047287
Whispering Ridge Homeowners Assoc of Zimmerman Inc	MN0067075
Whistling Valley Development WWTP	MN0066591
Whitewater River Regional WWTP	MN0046868
Wilderness Point Resort LLC	MN0068152
Windom WWTP	MN0022217
Windsor Meadows WWTS LLC	MN0067768
Windsor Park 3rd Addition Home Owners	MN0066346
Windsor Park Homeowner's Association	MN0065412
Winnebago WWTP	MN0025267
Winona WWTP	MN0030147
Winton WWTP	MNG580187
Wolf Lake WWTP	MNG580226
Worthington WWTP	MN0031186
Yogi Bears Jellystone Park - Austin	MN0064840
Zumbro Ridge Estates Mobile Home Park	MN0038661
Zumbrota WWTP	MN0025330