1. **Call To Order by the Mayor.**
   1.1 Roll Call.
   1.2 Determination of a Quorum.
   1.3 Pledge of Allegiance.

2. **Meeting opened to the Public, welcome by Mayor Scholtes.**
   2.1

3. **Approval of the Minutes.**
   3.1 Minutes from the Work Session and Council Meeting of Monday, January 6, 2020.

4. **License and Permits.**
   4.1 El Tio Liquor application.

5. **Correspondence.**
   5.1 Senior Center January 2020 Newsletter.
   5.2 Senior Center Fundraiser.

6. **Public Hearings.**
   6.1 USDA Fire Truck Purchase.

7. **Reports from Staff Members.**
   7.1 City Attorney, FLG Law, Ltd. (Frundt).
   7.2 City Engineer, Bolton & Menk, Inc. (Brown).
   7.3 Monthly Liquor Sales.

8. **Reports from Boards and Commissions.** (See attachment in Committee report section).
   8.1 Library Board Liaison (Cole). **Minutes 11-12-19**
   8.2 Economic Development Authority Liaison (Scholtes & J. Huisman). **Minutes 12-12-19**
   8.3 Housing and Redevelopment Authority Liaison (Scholtes). **Minutes 12-9-19**
   8.4 Senior Center Board Liaison (Cassem).
   8.5 Faribault County Fitness Center Board Liaison (Erichsrud).
   8.6 Board of Public Works Liaison (Warner).
   8.7 Other Boards and Commissions.
      a. Joint Fire Service Advisory Board (Erichsrud).
      b. Planning Commission (Scholtes)
c. Charter Commission (Scholtes).
d. Board of Zoning Adjustments and Appeals (City Council).
e. Board of Building Appeals (Gaylord).
f. Joint Airport Zoning Board (Gaylord).
g. Blue Earth Airport Advisory Commission (Warner).
h. Board of Review (City Council).
i. Joint Animal Control (Fletcher)

9.1. Parks & Recreation Subcommittee (Gaylord-Chair).
9.2. Street Improvement Subcommittee (Erichsrud)

10. Consent Agenda.
10.1 Police Department Travel Request.
   a. Paukert Travel Request.
   b. Crofton Travel Request
10.2 Anderson Building Official Travel Request.

11. Old Business.
11.1 Census Discussion.
   a. Census Response Rate Challenge Toolkit.
   b. Resolution 2020-01 Establishing a Complete Count Committee.

12.1 Blue Earth 120317 Agreement for Professional Services.
12.2 City hall carpet bids.
12.3 Personnel Policy (1.15.2020) redline.

13. Transfer of Funds and Other Budgetary Matters.
13.1 Investment Schedule.

14. Payment of Claims and Approval of Claims and Appropriations.
14.1. Consideration of payment of the bills.

15. City Administrator's Report.
15.1 Payroll summary.
15.2 Mayor’s Report.
   a. Next Work Session Agenda Items.


By Order of the Blue Earth City Council

Post @ City Hall-Friday, Friday, January 17, 2020 through Tuesday, January 21, 2020
Distribute to Mayor & Councilmembers-Media & file
CALL TO ORDER
Mayor Scholtes called the meeting to order at 5:00 P.M.

ROLL CALL
Councilmembers Gaylord, Huisman, Erichsrud, Cassem, Warner and Mayor Scholtes Present. Absent Councilmember Cole

Staff members present: City Attorney David Frundt and City Engineer Wes Brown.

DETERMINATION OF A QUORUM
Quorum present.

PLEDGE OF ALLEGIANCE
Mayor Scholtes led the pledge of allegiance.

MEETING OPEN TO THE PUBLIC
Public present Chuck Hunt Faribault County Register, Norm Hall KBEW, Mary Kennedy, Greg Young and Ann Hanna.

APPROVAL OF MINUTES
Motion by Gaylord, second by Huisman to approve the minutes from the Work Session and Council Meeting of Monday, December 16, 2019. The motion was approved unanimously.

LICENCES AND PERMITS
N/A

Correspondence
B & B Recycling Schedule for 2019
Christmas Tree Disposal
2020 Board of Equalization

Public Hearing
N/A
REPORTS FROM STAFF

City Engineer Wes Brown: Brown brought forth the updates on projects finalization, focusing on the housing development and the 13th & Moore Street projects. Holtmier notified Bolton & Menk that the paperwork is signed with the final pay estimates for the 13th & Moore Street project. The information will be conveyed to the Council at the January 21st meeting. Brunz continues wrapping up the housing development working through finalizing the paperwork, Brown addressed the change order for the additional time the contractor spent restoring the housing development after Center Point and Blue Earth Light and Water completed the utility installation. Recommending approval of Change order #3.

Motion by Gaylord, second by Warner for the approval of Change order #3 for $2,687.50 to Brunz Construction for the restoration of the housing development.

Warner inquired warranty time frames of the warranty of seeding. Brown indicated that the seeding would have to be 70% established before they would be able to detect any issues, currently this is unknown due to weather.

The motion was approved unanimously.

Brown informed Council that the plans for the Leland parkway are finished and being under review by the state, the hope is to hear back within the next few weeks.

Consent Agenda

Scholtes addressed the 2020 Change of Council meeting dates because of Holidays falling on a Monday.

Monday, January 20th changed to Tuesday, January 21st
Monday, February 17th changed to Tuesday, February 18th
Monday, September 7th changed to Tuesday, September 8th

Scholtes brought forth the permit from the American Legion for the Annual Super Bowl Party for a special liquor license for Sunday, February 2, 2020.

Motion by Cassem, second by Erichsrud to approve the Consent Agenda. The motion was approved unanimously.

Mayor Scholtes addressed the Appointment of Boards, Commissions, and Standing Committees no changes made.

Motion by Gaylord, second by Erichsrud to approve the Boards and Commissions. The motion was approved unanimously.
City Attorney David Frundt: Frundt referred to the Stensland property on 7th Street. Chief Fletcher sent letter to vehicle owner requesting proper registration, some of the vehicle have been removed voluntarily by Stensland. Currently the state does have ownership of the property because the property went through foreclosure. County Commissioner Greg Young indicated that even though the state owns the property, it become the county that oversees the property, mentioning that he will forward the concerns at the commissioners meeting.

REPORTS FROM BOARDS AND COMMISSIONS
Library Board Liaison Meeting 1-13-20
Economic Development Authority Meeting 1-9-20
Housing and Redevelopment Authority Meeting 1-13-20
Senior Center Board Meeting 1-14-20
Joint Fire Service Advisory Board Meeting TBD

Motion by Gaylord, second by Erichsrud to approve the reports from Boards and commissions. The motion was approved unanimously.

New Business
Scholtes brought forth the Cancellation of Memorial Agreement with the Faribault County Veterans Memorial Committee suggesting that back in July the Council approved the use of the property south of the seed building. Currently the group split and went separate ways, the plan is cancelling the agreement until another group is ready to proceed with the memorial project, Gaylord indicated that this wasn’t his understanding. Scholtes discussed what the group had decided, pointing out at this time the group isn’t in the position to proceed with the memorial and the city will for the time take back the property. Huisman inquired if this is a legal issue. Frundt recommended rescinding the agreement, the group no longer exist, the agreement is a Use Agreement with the understanding when creating the document that at any time it could be cancelled. There was no agreement to transfer the title of the property, the city was giving use of the property only.
Motion by Huisman, second by Cassem to rescind the property use agreement with the Faribault County Veterans Memorial. The motion was approved unanimously.

Scholtes addressed the Ag Center Appraisal Report—Consideration of next steps—valued at $1 million. The EDA plans on having discussion of the Ag Center and may have a recommendation for the next Council meeting.

New Business

Scholtes addressed the Appointing of Official Newspaper for Publication as Faribault County Register, First Bank Blue Earth as Official Depository, and Clifton Larsen Allen as Auditor.

Motion by Gaylord, second by Huisman to approve the appointment of the Official Newspaper for Publication as Faribault County Register, First Bank Blue Earth as Official Depository, and Clifton Larsen Allen as Auditor.

Scholtes directed the discussion of the 2020 Census information, indicating that he too would be on the committee. Erichsrud reminded the Council that most have seen a Census year and would appreciate input, suggestions and ideas.

Transfer of Funds and Other Budgetary Matters.

Payment of Claims and Approval of Claims and Appropriations.

Consideration of payment of the bills

Motion by Erichsrud, second by Cassem to pay the bills. The motion was approved unanimously

City Administrator's Report.

Pay roll Summary 12-18-19 & 1-1-20

Year End Memo from Public Works

USDA Fire Truck Memo approved grant, the Council will be working toward the 400,000.00 with a 3-year time frame to complete the terms.

Huisman requested an update on the results of the citywide deer hunt. Davis Suggested having Tharen Haugh from the Police department attend the next work session to give the update.
Scholtes update the Council on the City administrator position application search status, Wendall Sande indicated that there are 3 applications currently, Sande has also discussed the position filling with individuals that may be potential candidates.

Motion by Gaylord, second by Huisman to adjourn the meeting. The motion was approved unanimously. Mayor Scholtes adjourned the City Council Meeting at 5:45 P.M.
CITY OF BLUE EARTH MINUTES
CITY COUNCIL WORKSESSION
Monday, January 6, 2020 @ 4:30 P.M.

Call to order.
Scholtes called the meeting to order at 4:30 P.M.

Roll call.
Mayor Scholtes noted that Councilmembers Gaylord, Erichsrud, Huisman, Cassem, Warner were present. Absent Councilmember Cole.

Staff present: City Attorney David Frundt.

Public Present: Chuck Hunt Faribault County Register and Norm Hall KBEW.

Old Business
N/A

New Business
Mayor Scholtes addressed the 2020 Goal Setting focusing on Council goals for the 2020 year. Goals ranged from new housing, the 3 Sisters Project, and to continue to strengthen the street program. Huisman suggested items are similar on several of the list, the goals are indicating the Council is on the same page for priorities for the city. Gaylord inquired adding another item to his goal list, mentioning he felt adding an additional employee to the Public Works Department would be beneficial, suggesting this employee would add some additional help with the parks and trails during the summer/fall months. After speaking with Holland, Holland did indicate that he felt summer help he could justify but didn’t feel he could justify keeping them busy enough in the winter. Warner mentioned that with the hiring of seasonal help, you see many of them being students that have returned from college or are in high school, with that your dealing with vacations and summer sports. Scholtes suggested that the hiring committee discuss this with Holland and see where his thoughts are. Gaylord recommended he too be part of that discussion since he is on the parks committee and this being a parks committee concern. Scholtes recommended having the Parks discuss this item and bring back a recommendation to Holland, the hiring committee and the Council for further discussion during a work session. Scholtes reviewed the goals, the most notable are the housing development and
the marketing of the housing development, 3 sister’s buildings, and
the animal shelter. Gaylord inquired the Barco property and if that
there is any interest in developing that area. Scholtes mentioned
that at the time the priority is filling the Golden Spike park.
Gaylord suggested that the Barco property is an excellent location.
Kennedy indicate that she does keep in touch with the realtor and
that there has been interest in the Barco property but that has been
as far as it goes.

Frundt updated the Thriving Acres, currently the closing is set to
go on the city side, Thriving Acres continue working the financing
on their end.

The Council agreed that these seemed to be good focused goals to set
as their 2020 priorities.

Mayor Scholtes adjourned the Work Session at 5:00.
Certification of an On Sale Liquor License, 3.2% Liquor license, or Sunday Liquor License

Cities and Counties: You are required by law to complete and sign this form to certify the issuance of the following liquor license types:
1) City issued on sale intoxicating and Sunday liquor licenses
2) City and County issued 3.2% on and off sale malt liquor licenses

Name of City or County Issuing Liquor License: Blue Earth License Period From: 1-1-2020 To: 12-31-2020
Circle One: New License Transfer (former licensee name) Suspension Revocation Cancel (Give dates)

License type: (circle all that apply) On Sale Intoxicating Sunday Liquor 3.2% On Sale 3.2% Off Sale

Fee(s): On Sale License fee: $1859.00 Sunday License fee: $200.00 3.2% On Sale fee: $____ 3.2% Off Sale fee: $____

Licensee Name: Noemi Cruz Arzpimente (corporation, partnership, LLC, or Individual)

Business Trade Name: El To Business Address: 224 N. Grove St. City: Blue Earth

Zip Code: 56013 County: Fairmont Business Phone: N/A Home Phone: 507-479-3487

Home Address: 316 N. Elm St. City: Fairmont Licensee’s MN Tax ID #: ___________

Licensee’s Federal Tax ID #: 34-42497168 (To apply call IRS 800-829-4933)

If above named licensee is a corporation, partnership, or LLC, complete the following for each partner/officer:

<table>
<thead>
<tr>
<th>Partner/Officer Name (First Middle Last)</th>
<th>DOB</th>
<th>Social Security #</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Partner/Officer Name (First Middle Last)</td>
<td>DOB</td>
<td>Social Security #</td>
<td>Home Address</td>
</tr>
<tr>
<td>(Partner/Officer Name (First Middle Last)</td>
<td>DOB</td>
<td>Social Security #</td>
<td>Home Address</td>
</tr>
</tbody>
</table>

Intoxicating liquor licensees must attach a certificate of Liquor Liability Insurance to this form. The insurance certificate must contain all of the following:
1) Show the exact licensee name (corporation, partnership, LLC, etc) and business address as shown on the license.
2) Cover completely the license period set by the local city or county licensing authority as shown on the license.

Circle One: (Yes No) During the past year has a summons been issued to the licensee under the Civil Liquor Liability Law?

Workers Compensation Insurance is also required by all licensees: Please complete the following:

Workers Compensation Insurance Company Name: _______________________________ Policy #: _______________________________

I certify that this license(s) has been approved in an official meeting by the governing body of the city or county.

City Clerk or County Auditor Signature: _______________________________ Date: _______________________________

On Sale Intoxicating liquor licensees must also purchase a $20 Retailer Buyers Card. To obtain the application for the Buyers Card, please call 651-215-6209, or visit our website at www.dps.state.mn.us.

(Form 9011-5/06)
January 2020
Free Publication

WHAT’S INSIDE
Director’s Comments
January Menu
January Activities
Announcements

Blue Earth Senior Center
Linda Jahnke, Director
118 West 7th Street
Blue Earth, Mn 56013
E-Mail: ljahnke@becity.org
Open: Monday – Friday
8:30am to 4pm

LINDA’S TIDBITS
WELCOME TO 2020!!
I can’t believe another year has gone by so fast. January is usually the
coldest month of the year and it is the second month of winter. So far
we have had pretty nice weather. I hope it stays that way as there is no
snow to shovel or much ice to worry about falling on when walking
outside. When it does snow and the ice comes remember that increases
the chances of slipping and falling. One bad fall could have long term
consequences so be careful.

*check your footwear: wear boots outside with good traction.
*SLOW DOWN: allow extra time. Remember being a little late is better
than falling.

*Ask for help: If you are afraid of falling when walking ask for help.
Let’s look at our lives and slow down. Think about what you need to
accomplish in the year 2020. On New
Years Day and the whole year through, I hope the Kindness you’ve shown me and others is returned to you many times.

Happy New Year!!

JOIN US FOR DINNER

At the Senior Center, Monday – Friday. Call by 8:45am the day you want the meal.

NOTICE: It was decided by the Senior Center Board that ALL TAKE-OUT ORDERS will be $3.85 starting January 15th. Thank you!!

BRING A FRIEND:

Wednesday, January 15th at noon at the Senior Center.

Potluck Dinner

Friday, January 24th at noon. BRING A DISH TO PASS!!

EXERCISES: Tuesday and Fridays at 9am. Everyone welcome.

FOOT CLINIC

Monday, Jan 13th
Tuesday, Jan. 28th

At the Senior Center. Call 507-526-3850 for an appointment.
500 – cards

Played Fridays at 12:45. You Must sign up by 2pm on Thursday to play. Call 526-3850 or stop by the senior center to sign up.

MEXICAN TRAIN

Tuesday, January 14th at 1pm. Everyone welcome!!

BINGO

Tuesday, January 28th at 1pm

Everyone welcome!!

WOMEN’S COFFEE:

Fridays at 8:30am

MEN’S COFFEE:

Monday – Friday at 10 am

Everyone welcome!!

The Blue Earth Senior Center Booster Club will be having a Brunch Fundraiser on Sunday, Feb. 9th from 9am – 1pm at the Senior Center.

EVERYONE IS WELCOME TO ATTEND. Also join the Booster Club.
<table>
<thead>
<tr>
<th>Day</th>
<th>Menu Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday</td>
<td>Chicken Alfred penne pasta, Side Salad</td>
</tr>
<tr>
<td>Tuesday</td>
<td>Beef Stroganoff, Rice, Side Salad</td>
</tr>
<tr>
<td>Wednesday</td>
<td>Vegetable Beef Stew, Side Salad</td>
</tr>
<tr>
<td>Thursday</td>
<td>Turkey or Chicken Breast, Side Salad</td>
</tr>
<tr>
<td>Friday</td>
<td>Lasagna, Salad</td>
</tr>
<tr>
<td>Saturday</td>
<td>Prime Rib, Salad</td>
</tr>
</tbody>
</table>

**Dessert Options**
- Peach cobbler
- Strawberry cobbler
- Cream on the cob
- Banana split
- Chocolate cake
- Apple crisp
- Peach cobbler
- Broccoli casserole
- Ham potato casserole
- Quiche

**Drinks**
- Water
- Milk

Each meal is served with a side salad. Menu subject to change daily.
Winter Wonderland
This monster word search includes more than 50 winter words going in every possible direction. Can you find them all?

avalanche  gloves  January  slippery
blanket     hail       Kwanzaa       slush
blizzard    Hanukkah   lunar new year  snowball
chimney     heater     melt           snowboard
Christmas   hibernate  migrate        snowdrift
coat        hockey     mittens        snowflake
cold        holidays   New Year's Day  snowman
December    hot chocolate  quilt      snowmobile
 earmuffs    ice fishing  scarf        snowplow
February    ice skates  shovel        snowstorm
fireplace   icicles     skiing        sweater
freeze      igloo       sled          vacation
freezing rain  Jack Frost  sleet      Valentine's Day
frigid
Winter Weather

ACROSS

3 The process by which snow or ice changes to water.
7 A period of very cold winter weather that damages plants.
8 Intensely cold temperature.
11 The temperature felt by the human body when wind makes it feel colder than the actual temperature.
12 Mildly cold feeling.
14 Bright with sunshine.
16 Snowfall that is so heavy one can see little or nothing on the horizon.
17 Ice crystals on a frozen surface; "Old Jack ________." 
18 A large mass of snow that slides down a mountain.

DOWN

1 A standardized measure of how hot or cold it is outside.
2 Rain that freezes as it falls.
4 A tool used to measure the temperature.
5 Water that falls to the earth in the form of rain, hail, mist, sleet, or snow.
6 Pieces of ice falling from the sky.
9 A solid form of frozen water.
10 A storm with heavy snow, strong winds, and severe cold.
13 Covered with snow.
14 A mixture of snow and water.
15 Precipitation in the form of small white ice crystals that form inside clouds.
17 Thick water vapor that makes it hard to see.
Senior Center
Booster Club
Fundraiser Brunch
Sunday, February 9th
9 AM – 1 PM
At the Blue Earth Senior Center
Menu:
❖ Egg Bake
❖ Muffin
❖ Fresh Fruit
❖ And more!
Free Will Offering
To: Blue Earth City Council  
From: City Administrator Timothy P. Ibisch  
Date: January 3, 2020  
Subject: 2020-2023 USDA Fire Truck Purchase

Beginning in 2014 the City Council started levying an additional $80,000 per year to help pay for Capital items most specifically the projected 2023 purchase of a primary pumper truck. This item is projected to cost between $550,000 and $600,000. However, over this time period the Fire Department has expended a substantial amount of this money on other items that they have chosen to purchase. At the end of 2019, the total reserve fund balance should be about $200,000 with no guarantees that the Fire Department will not choose to continue spending this money ahead of schedule. There I have worked to provide alternative fund options for the City Council.

The best option I identified was the USDA Community Facilities Direct Loan & Grant Program. This program provides affordable funding to develop essential community facilities in rural areas. An essential community facility is defined as a facility that provides an essential service to the local community for the orderly development of the community in a primarily rural area, and does not include private, commercial or business undertakings. This is the best option due to the grant component of the financial package. With Blue Earth’s moderate-income levels, I reasoned that it should qualify to have a portion of the total granted to it. Funds can be used to purchase, construct, and / or improve essential community facilities, purchase equipment and pay related project expenses.

Funding is provided through a competitive process. For a Direct Loan, repayment terms may not be longer than the useful life of the facility, state statutes, the applicants authority, or a maximum of 40 years, whichever is less. Therefore, the costs could be amortized out over 20 years, which is the life expectancy of the new fire truck. Interest rates are set by Rural Development, current estimated rates are below 3%. Once the loan is approved, the interest rate is fixed for the entire term of the loan, and is determined by the median household income of the service area and population of the community.
There are no pre-payment penalties. In addition, the City would be eligible for a grant of **up to 55%** of the project due to the fact that the City’s median household income is **below 70%** of the statewide median income. Therefore, on a $600,000 truck, its likely that the City would be able to achieve substantial savings.

I expect the City will be able to contribute $200,000 towards this purchase using the current designated fund balance. Then with a grant portion included, my hope is that the residual loan payment would be approximately $250,000 of over 20 years at 3%. That would mean the payments would be roughly $17,000 per year. This payment should be deducted from the current Fire Department allocation and will mean **no new spending is required**. In fact, it should enable the City Council to reduce the Fire Department Capital outlay in half, from $80,000 to $40,000 per annum. This will free up over $20,000 in current levy that can be reallocated or returned to the taxpayers.

Echo and I have completed preliminary paperwork and we received notice that the City has been approved. A public hearing is scheduled for January 21, 2020 to allow for comment from residents. Notice was published in the newspaper this week and I do not anticipate any opposition due to the fact that it will save taxpayers dollars. The Mayor has been apprised on the status of this project and I have authorized the Fire Chief to begin design preparations for the new truck. He is requesting Council assistance in this matter and it would likely be a good idea to have 2 Councilmembers involved in the acquisition process. The loan would likely be funded in 2020, however the program allows us to purchase the truck up to 3 year later, so that fits perfectly with the timeframe required. For any questions, please feel to contact Echo, she can forward anything she isn’t sure of to me.

It has been a privilege to serve in Blue Earth and I am very willing to help the new Administrator in any way I can. I can be reached at timothy.ibisch@gmail.com at any time. Thanks very much for all of your support over the last 5 years!
LIQUOR STORE SALES REPORT
FOR COUNCIL MEETING JANUARY 21, 2020

<table>
<thead>
<tr>
<th>Nov-19</th>
<th>Dec-19</th>
</tr>
</thead>
<tbody>
<tr>
<td>$140,005</td>
<td>$166,348</td>
</tr>
<tr>
<td>Nov-18</td>
<td>Dec-18</td>
</tr>
<tr>
<td>$137,216</td>
<td>$158,527</td>
</tr>
<tr>
<td>$2,789 PROFIT/LOSS</td>
<td>$7,821 PROFIT/LOSS</td>
</tr>
</tbody>
</table>
Members present: Chuck Hunt, Wendy Cole, Cindy Lyon, Wilma Bittinger, Director Eva Gaydon & City Administrator Tim Ibisch. Excused: Bonita Zimmer

Minutes: September 9, 2019 minutes were reviewed and approved on a motion by C. Lyon, second by W. Cole.

Bills: Expense report reviewed & approved on motion by W. Bittinger, second by C. Lyon. Eva explained the charge for repair of back door of library due to ground buckling.

Director’s Report:
1) Upcoming special events: Nov. 12: Lego Club, Nov. 21: Story Time, Dec. 23: Create a Cookie
2) Faribault County Libraries: The board approved using the most recently submitted annual report for calculating county reimbursements to public libraries. ex. 2018 for 2020 budget. A virtual library is set up for library directors discretion to replace the Frost library. Next meeting is January 21, 4:30 pm in Kiester.
3) TDS: 2020 Contracts are being reviewed as well as current delivery contract. New plans will provide for 3 deliveries each week to ALL libraries. This will not change anything for Blue Earth library, but larger community libraries will be cut from 5 deliveries per week to 3.
4) BEC Library will be closed for Thanksgiving holiday on November 28, 29 and 30.
5) Staffing: Eva is looking into working with FOL and Mary Kennedy at CEDA in developing a possible internship for a qualifying High School Student at the library. Ideas discussed included setting up as job shadowing with possible college scholarship to follow.

Monthly Stats:

<table>
<thead>
<tr>
<th>Month</th>
<th>Sep</th>
<th>Oct</th>
</tr>
</thead>
<tbody>
<tr>
<td>Circulation</td>
<td>2931</td>
<td>3395</td>
</tr>
<tr>
<td>Patrons Added</td>
<td>19</td>
<td>12</td>
</tr>
<tr>
<td>Items Added</td>
<td>233</td>
<td>243</td>
</tr>
<tr>
<td>EBook Ck-out</td>
<td>83</td>
<td>79</td>
</tr>
<tr>
<td>E-audio Ck-outs</td>
<td>83</td>
<td>101</td>
</tr>
<tr>
<td>Interlibrary loan-loaned</td>
<td>46</td>
<td>54</td>
</tr>
<tr>
<td>Interlibrary loan-borrowed</td>
<td>20</td>
<td>28</td>
</tr>
<tr>
<td>Wireless connections</td>
<td>399</td>
<td>659</td>
</tr>
</tbody>
</table>

FOL:
1) Friends voted to again support Blue Earth Reads program with a $500 donation.
2) FOL Valentine Day Tea date has been tentatively set for Feb. 14, 2020, and advertising budget will be increased to attract more attention.
3) Discussion is on-going for providing another Free Little Library somewhere in the city.

Old Business:
1) Roof Repair: Kato Roofing did come and look at the roof but said they will have to wait for warmer weather.
2) Sprout Update: Chuck is still working with BIC to get a Sprout located on Library property. He will attend the BIC meeting tonight to see where things stand. FOL has expressed a willingness to contribute to funding of the placement.

New Business:
1) Two people have come forward to serve as members of the library board. Randall Anderson and Carl Ekstadt will fill out applications and approval by the City Council is expected to follow. Current board members are Wendy Cole, Chuck Hunt, Bonita Zimmer, Wilma Bittinger and Cindy Lyon. Requirements call for 7 members.
2) Front Windows of library will be replaced. If not more expensive, they will be replaced in sections rather than all at once.
3) Strategic Planning meeting on October 14th was productive. Plans continue to be developed for parking lot revitalization.
4) Budget: Next year’s budget will include a $9600 increase for Capital improvements, maintenance and increased advertising.

Meeting adjourned at 5:30 on motion by W. Cole, second C. Lyon. Next meeting January 13, 2020

Respectfully submitted,
Wilma Bittinger
Blue Earth Economic Development Authority
Regular Board Meeting
Thursday, December 12, 2019 at 7:15 am
Official Proceedings

Minutes:

I.  Call to Order
Chair Rosenau called the meeting to order at 7:15 a.m. in the Blue Earth City Council Chambers.

II.  Roll Call and Determination of a Quorum
Members present:  Bill Rosenau – Chair, Ann Hanna – Vice Chair, Peggy Olson – Secretary/Treasurer, Lissia Laehn and Rick Scholtes.
Members absent:   John Huisman and Jamie Jones.
City staff:         Tim Ibisch - City Administrator.
CEDA staff:        Mary Kennedy – Economic Development Specialist.
Chamber staff:       Annie Leibel – Faribault County Economic Development Specialist.
Also present: Chuck Hunt – Faribault County Register and Wade Barslou – Re/Max Total Realty.

A quorum was determined to be present.

III. Approval of Agenda
Ibisch requested an addition to the agenda by adding EDA Farm Lease Bid under Old Business i).

**Motion was made by Scholtes, seconded by Hanna to approve the agenda with the addition of EDA Farm Lease Bid under Old Business. The motion was carried unanimously.**

IV. Approval of Minutes
**Motion was made by Laehn, seconded by Hanna to approve the minutes from the November 14, 2019 Regular Board meeting. The motion was carried unanimously.**

V. Approval of Bills and Financials
Ibisch reviewed the EDA fund cash balances and noted the improved year with the Ag Center operating revenue. Ibisch noted that the parking lot improvement project is close to being paid in full.

Scholtes asked if there have been lighting updates to the Ag Center. Ibisch responded that there have been some updates as the need arises and added that the City will be working with Blue Earth Light & Water over the next twelve months to replace the light fixtures in all City owned buildings. The cost savings from switching to LED light bulbs will fund the project over a time period of approximately twenty years.

**Motion was made by Scholtes, seconded by Hanna to accept the bills and financials for November 2019 as presented. The motion was carried unanimously.**
VI. Correspondence and Loan/Grant Updates:
   a) Existing Loan/Grant Updates
   The EDA loan and grant status reports were included in the packet for the board to review.

VII. New Business
   a) Business Spotlight
   Kennedy introduced Wade Barslou who was present for the Blue Earth EDA December Business Spotlight awarded to RE/MAX Total Realty. Kennedy thanked Barslou for attending the meeting and asked him to share information about his real estate business with the board.

   Barslou shared that this has been a busy year with transitioning from Barslou Realty to RE/MAX Total Realty after fifteen years of being independent. Barslou recently partnered with Yvonne Cone, owner of the RE/MAX office in Fairmont, resulting in increased coverage of southern Minnesota.

   Barslou addressed the importance of technology in marketing and shared that buying a franchise has provided him with the opportunity of improving his marketing without giving up sole ownership. Barslou shared that RE/MAX is the number one real estate company in the world and added that their business is still locally owned allowing them to make their own decisions.

   Ibisch asked Barslou what kind of trends he's seeing recently with the housing market. Barslou noted that Blue Earth has stayed stable without any noticeable big influx of going up or down. The current interest rates have also been a positive for the housing market. Barslou shared that there has been an increase in the mobile workforce with more people working from home. Barslou noted that Blue Earth is a desirable location to live compared to the higher cost of living in the metro area.

   Hanna stated that BEVCOMM also provides access to high-speed internet for those working from home. Barslou shared that this is a question they are asked by people when considering the purchase of a home they are planning to work from.

   Scholtes addressed the duplex/four-plex project that the HRA is considering to construct and questioned Barslou if there’s a market for renting or selling the homes. Barslou shared that due to Blue Earth’s aging population there’s more of a need for townhome type homes that provide a homeowners’ association. Barslou noted that as far as single-family homes that are available it's all about affordable housing.

   Kennedy asked how many agents work for RE/MAX Total Realty. Barslou responded that there are currently eight agents.

   Ibisch asked if there’s anything the EDA can do to help Barslou showcase the community. Barslou noted that we take so much for granted in our rural area and added that it’s important to promote the area. Barslou added that Blue Earth's
location is such that people can come here to live and still drive to the cities for events. Barslou shared that he attended a meeting last night in Fairmont with Senator Julie Rosen and Representative Bob Gunther present and noted that what Blue Earth has with UHD is awesome and encouraged promoting our hospital and clinic. Barslou added that everything the City does makes both his business and everyone else’s business successful. Working together strengthens the community.

The BE EDA Board thanked Barslou for his presence in the community and presented him with a certificate of appreciation.

b) 2020 Slate of Officers
Kennedy addressed the 2020 slate of EDA Board Members and board summary. Kennedy noted the officer rotation for 2020 and thanked Rosenau for chairing an additional year and for everything he did for the BE EDA Board. Hanna will serve as Chair, Olson as Vice-Chair and Laehn as Treasurer in 2020.

c) MN Department of Labor and Industry Speaker
Kennedy shared that Luke Greiner, DEED’s Regional Labor Market Analyst, will be presenting information on MN workforce realities at the Blue Earth Area High School Performing Arts Center on January 7, 2020 from 6:00 – 7:00 p.m. Kennedy encouraged the board to attend the event and noted that she has heard Greiner’s presentation twice at Hutchinson TigerPath workshops.

d) REV Goals
Kennedy reported that the REV team will be meeting today to discuss their 2020 goals. Kennedy shared that 2020 will be the last year of SMIF’s financial involvement for the City of Blue Earth’s REV program. Kennedy discussed that REV has been a huge piece of her job and attributed the success of the program to the support received from the BE EDA Board. The REV team is recommending a more formal board structure with a minimum of two EDA board members on the team. Kennedy questioned the EDA’s 2020 goals for REV and what they would like to see the team continue with.

Ibisch suggested creating a framework that will outlast everyone no matter who is in the leadership role. Ibisch noted that adding the school component into the program has been very beneficial. Rosenau agreed that REV is a great program and recommended future discussions on funding the program.

e) BE Campaign
Kennedy provided information on the “BE” marketing campaign that REV will be working on with the Faribault County Register. Kennedy shared that there will be no cost for the campaign and encouraged the board to support it when they see it.

VIII. Old Business
a) Ag Center Tenant Meeting Request
Kennedy addressed a second request from the same tenant to schedule an all-tenant meeting at the Ag Center. Kennedy discussed an odor issue that was a recent concern to the tenant and shared that after receiving the complaint
Maintenance Employee Terry Davis monitored the situation and took measures to reduce any negative odors. The board agreed to hold a future meeting with the tenants to correspond with the proposed lighting update at the Ag Center. Ibisch added that Davis has been a good addition to the Ag Center and is very prompt in responding to issues at the facility.

b) 1 Million Cups

Kennedy reported that on Wednesday, April 8, 2020 at 9:00 a.m. Blue Earth will be hosting 1 Million Cups with live streaming back to a live audience in Mankato. Kennedy shared that Blue Earth will need to provide an event sponsor, venue, two local entrepreneurs who own a startup business less than five years old, a live audience and coffee for the event. Kennedy asked for suggestions on the selection of entrepreneurs that would be a good fit for this event.

c) Draft Commercial Forgivable Loan Program

Kennedy provided a draft copy of the Blue Earth Economic Development Authority Commercial Exterior/Interior Improvement Grant for the board to review. Kennedy noted that included in the program is that special consideration and exceptions may be given to childcare businesses. Kennedy asked the board to provide feedback to her after they have reviewed the program.

Leibel recommended adding the requirement that the applicant stay in business for a specific amount of years. Scholtes suggested reducing the maximum amount of the grant to $5,000 per 12-month period. Rosenau discussed placing an annual cap on the grant program. Hanna agreed noting that the program could be stopped at any time due to reaching the maximum annual funding.

d) Structural Engineer Quote

Kennedy addressed the proposal of $1,000.00 received from LTN Engineering of Mankato for the structural assessment of the building at 101 South Main Street and asked for comments from the board.

Hanna stated that she would have a problem spending city funds on a building that is owned by the County. Ibisch shared that although it’s a county building the structural assessment would help the City with their decision about having further involvement with the building. Rosenau shared his concern that he doesn’t see the value in proceeding with the structural assessment of the building adding that the structural report on the Ag Center was not beneficial. Ibisch noted his concern of the building degrading as it sits empty. Scholtes shared that earlier involvement by the City could save money adding that the building would be less expensive to maintain now rather than demolishing it at a later date. Scholtes expressed his concern that the County could sell the building to a party for very little while the City could obtain it for free. Ibisch stated that the issue could be brought to the City Council for consideration of spending the money for a structural assessment.

Motion was made by Hanna, seconded by Laehn to defer any further action on the structural engineer proposal for the building at 101 South Main Street at this time. The motion passed 3-1 with Scholtes voting nay.
e) REV Lunch and Learn
Kennedy shared that 177 students in grades 9 and 10 will be participating in the Lunch and Learn hosted by REV on Tuesday, December 17 at the BE Area High School. Kennedy discussed that because the grant for REV is under the EDA she will need approval of the $1,966.50 invoice from Scotty Biggs BBQ for catering the event.

Motion was made by Laehn, seconded by Hanna approving the $1,966.50 invoice from Scotty Biggs BBQ for catering the first career event. The motion was approved unanimously.

Kennedy asked for additional volunteers to assist with the event. Olson volunteered to help.

f) Property Appraisal
Kennedy shared that the Ag Center property appraisal was received by email early this morning and will be discussed at the January BE EDA Board meeting.

g) Housing Project Update
Kennedy informed the board that the APX Construction Group, LLC contracts have been received for the new housing project. The HRA recently approved the contracts and forwarded them to the City Council for final approval.

Kennedy shared that she is working with Leibel and Ibsin on applying for a $750,000 grant through the Minnesota Housing Finance Agency (MHFA) for funding the City’s two duplexes and four-plex. The grant is for workforce housing with an application deadline of January 10, 2020. Ibsin noted that the conference call went well with MHFA and shared that there is an advantage to smaller communities with rental workforce housing needs. Leibel added that Blue Earth also has the advantage of being in an opportunity zone.

h) EDA 2020 Goals
Kennedy provided the 2020 Goals & Priorities for the Economic Development Authority of the City of Blue Earth. Kennedy noted the new format of the document and shared that the top priorities have an asterisk in front of heading. Rosenau thanked Kennedy for the excellent job in compiling the BE EDA’s goals and priorities.

i) EDA Farm Lease Bid
Ibsin reported that the EDA received one bid in the amount of $178.00 per acre from Steve Smith and James Meyer for the 2020/2021 farm lease.

Motion was made by Scholtes, seconded by Laehn to accept the bid of $178.00 per acre from Steve Smith and James Meyer for the 2020/2021 EDA farm lease. The motion was approved unanimously.

IX. Other Business

a) CEDA Community Grants Bulletin
The December 2019 CED Community Grants Bulletin was provided in the packet for the board to review.

b) 2019 Rural Forum
Kennedy provided the event schedule from the Rural Forum, “Navigating Perspectives” that she recently attended in Mankato. This annual event was hosted by GreenSeam and addressed topics in agriculture and the rural economy.

X. Staff Reports

a) City Administrator’s Update
The City Administrator’s report was included in the agenda packet. Ibisch shared that the City Council will be finalizing the 2020 budget at their meeting on Monday and noted that the EDA will see an increase of $13,550.00 for a total 2020 budget of $85,550.00.

b) CEDA Representative Update
Economic Development Specialist Mary Kennedy provided a report for the board to review.

c) Chamber of Commerce Update
Chamber of Commerce Executive Director Emily Lange provided a Chamber of Commerce staff update. Lange shared that the Giant scarfing went well despite the weather and added that they are moving into their work for 2020.

XI. Adjournment

Motion was made by Scholtes, seconded by Olson to adjourn the meeting at 8:29 a.m. The motion was approved unanimously.

Next regular meeting is scheduled for January 9, 2020 at 7:15 a.m.
Minutes of HRA Regular Board Meeting  
Monday, December 9, 2019, 12:00 p.m.

1. **Call to Order.**  
Vice Chair Dan Mensing called the meeting to order at 12:15 p.m. in the dining room of Crescent Apartments.

2. **Roll Call.**  
Members present: Vice Chair Dan Mensing, Mark Maher, Rick Scholtes and Ken Skaare. Member absent: Lars Bierly.  
Staff present: Nancy Cole, Executive Director/Housing Manager and Timothy Ibisch, City Administrator. Also Present: Mary Kennedy, Economic Development Specialist, Annie Leibel, Faribault County Economic Development Specialist and City Attorney David Frundt.

3. **Determination of a Quorum.**  
   A. **Public Comment.**  
   City Attorney David Frundt was present to discuss the findings of a tenant’s formal hearing that was held prior to today’s board meeting. Frundt shared that Southern Minnesota Regional Legal Services (SMRLS) provided legal counseling for a tenant who brought three cats into his apartment without prior notification to Housing Manager Nancy Cole. At that time the tenant was provided with a copy of the Crescent Apartments’ pet policy and was given the option of a month-to-month lease to allow him time to resolve the cat issue rather than terminating his lease.

   Frundt shared that the findings of SMRLS identified three issues that included the terms of the lease, emotional support animals and tenant notice. The Crescent Apartments’ leases are required to be either a year in length with the option of renewing for an additional year or they can go month-to-month. The conditions of the lease cannot be both ways. Frundt discussed that the tenant’s cats are considered emotion support animals which provides him with additional rights to have them in the apartment. The city code allows the keeping of two dogs or four cats on the premises with the requirement of licensing them annually and providing shot records. Frundt informed the board that due to the square footage of the apartments they can limit the number of cats allowed in addition to requesting quarterly or monthly inspections of the apartment.


   Frundt asked for discussion on the terms of the lease at the Crescent Apartments that complies with federal standards. The options include the following:

   - One-year lease with no automatic renewal.
   - One-year lease with automatic renewal.
   - Month-to-month lease.

   The board discussed Cole’s annual tenant recertification process that is completed in February and recommended renewing the lease automatically each year. Frundt noted that evictions occur during the year when there is a breach in the terms of the lease.

   SKAARE MADE THE MOTION, MAHER SECOND APPROVING THE AUTOMATIC RENEWAL OF ONE-YEAR LEASES AFTER THE FIRST YEAR. THE MOTION WAS APPROVED UNANIMOUSLY.
Cole shared that she would have the tenants who are on a month-to-month lease sign a new one during the recertification process in February 2020.

* City Attorney David Frundt left the meeting at 12:21 p.m.

4. **Approval of Minutes.**
   The minutes from the HRA Regular Board meeting of November 18, 2019 were provided in the HRA packet for the board to review.

   SCHOLTES MADE THE MOTION, MAHER SECOND TO APPROVE THE MINUTES OF THE HRA REGULAR BOARD MEETING OF NOVEMBER 18, 2019. THE MOTION WAS APPROVED UNANIMOUSLY.

5. **Budget update and approval of bills.**
   MAHER MADE THE MOTION, SCHOLTES SECOND TO APPROVE THE BILLS AS PRESENTED TO THE BOARD. THE MOTION WAS APPROVED UNANIMOUSLY.

6. **Correspondence/Communications.**
   There was no correspondence.

7. **Old Business.**
   A. **Crescent Apartments Waiting List Policy.**
      Cole provided a copy of HUD’s waiting list policy and noted that it pertains more to larger complexes that are out 2-3 years. Cole shared that priority is given to homeless or displaced applicants and added that if an apartment is not available, she keeps a waiting list and contacts them when there is a vacancy at the Crescent Apartments. Cole addressed the current Crescent Apartments’ Waiting List Policy that is provided to the party at the time an application is submitted.

   B. **2020 Demos/Acquisitions.**
      Ibisch addressed the two properties for acquisition and demolition that were discussed at the November board meeting. Skaare noted that an offer was recently accepted on the duplex located at 315 East 2nd Street so it is no longer available.

      Ibisch discussed the potential acquisition of the property at 419 East 2nd Street in 2020 and noted that the property taxes are not current in addition to a street assessment balance of $6,584.56. Ibisch asked for direction from the board in negotiating the purchase of the parcel.

      Mensing provided background information on the purchase of the property and recommended that if the HRA has an interest in purchasing it for a future development they should negotiate with Vice-President Bill Rosenau at First Bank Blue Earth.

      SCHOLTES MADE THE MOTION, MAHER SECOND GIVING APPROVAL TO IBISCH TO NEGOTIATE THE PURCHASE PRICE OF THE PROPERTY AT 419 EAST 2ND STREET INCLUDING THE SPECIAL ASSESSMENT PAYOFF OF UP TO $20,000.00. THE MOTION WAS APPROVED 3-0 WITH MENSING ABSTAINING.

   C. **New Housing Contract Review.**
      Ibisch addressed the three construction agreements between the City of Blue Earth and APX Construction Group, LLC for the 4-plex, 2-story duplex and four 1-story duplex projects. Ibisch noted that the City Council reviewed the agreements at their last meeting. APX is requesting a mobilization payment of 10% of the contract price to move forward on the construction project in the spring of 2020. This payment would be made to APX in January 2020.

      The board discussed the modification of adding double garages on the back side of the duplex on 414/416 East 4th Street. Kennedy shared that she has not heard back from Jorge on the cost of the proposed change. Skaare asked if the City Council has given approval to constructing a duplex on the corner lot in the new housing development. Scholtes expressed his concern that none of the
duplexes will have basements and requested that Kennedy contact Jorge to inquire about the cost to add a basement. Skaare noted that it would be a positive to have basements under a couple of the duplexes and added that it would be less costly to address it prior to beginning the project.

Skaare questioned who would be the point of contact in the interim period without an administrator. Ibisch indicated that the mayor would be the point of contact for the project.

**SCHOLTES MADE THE MOTION, SKAARE SECOND APPROVING THE CONSTRUCTION AGREEMENTS WITH APX AND FORWARDING THEM TO THE CITY COUNCIL FOR APPROVAL TO PROCEED. MOTION WAS APPROVED UNANIMOUSLY.**

* Mary Kennedy left the meeting at 12:56 p.m.

8. **New Business.**
   A. **Bad Debt.**
      Cole presented Resolution #2020-01 approving transferring resident debt owed to bad debt totaling $2,022.00.

      **MAHER MADE THE MOTION, SKAARE SECOND FOR APPROVAL OF RESOLUTION #2020-01 APPROVING TRANSFERRING RESIDENT DEBT OWED TO BAD DEBT TOTALLING $2,022.00. THE MOTION WAS APPROVED UNANIMOUSLY.**

   B. **MCPP Application Update.**
      Leibel shared a memo from Kennedy requesting an authorized signature on the Minnesota Housing 2020 Minnesota City Participation Program (MCPP) Application with a submission deadline between January 2-15, 2020. The City participated in the MN Housing Start Up Program in 2019 with access to the program through Wells Fargo as the participating lender. There was no administrative work to the City for this program.

      **SCHOLTES MADE THE MOTION, MAHER SECOND APPROVING THE MINNESOTA HOUSING 2020 MINNESOTA CITY PARTICIPATION PROGRAM (MCPP) APPLICATION. THE MOTION WAS APPROVED UNANIMOUSLY.**

9. **Other Business.**
   Mensing requested an update on the vacant property at 906 Valley Drive. Ibisch shared that the residence needs heat and working plumbing prior to Building Official Steve Anderson issuing the certificate of occupancy. Scholtes added that the goal is to get the property back to HUD so it can be put on the market to be sold.

10. **Director’s Reports.**
    A. Housing Manager Nancy Cole reported that there are currently three vacancies at the Crescent Apartments with one apartment in mod-vacant. Cole shared that she has received three applications and anticipates having the apartments occupied before the end of the month.
    B. City Administrator Timothy Ibisch provided a report in the packet for the board to review.
    C. Economic Development Specialist Mary Kennedy provided a CEDA update in the packet.

11. **Adjournment.**
    The next Regular HRA Board meeting will be held on Monday, January 13, 2020.

Vice Chair Mensing adjourned the meeting at 1:08 p.m.
City of Blue Earth
Employee Travel Request Authorization Form

This form must be completed and submitted to the City Administrator for Approval in advance of any travel outside of Faribault County. Additionally, any request for travel over 150 miles (to destination) or over $500 in total cost requires City Council approval in addition to the City Administrator. All requests are subject to approval and therefore any advance fees or reservations shall not be made until all approvals are authorized. The Employee is responsible for providing sufficient advance time for review of the request and authorization.

Unauthorized travel shall be considered a violation of the City Personnel Policy and subject to disciplinary action and/or denial of personal expense reimbursements.

a. Employee name Jordan Paukert
b. Employee department Blue Earth Police
c. Today’s date 1-12-2020
d. Date of travel request Feb 26-27
e. Purpose for travel request Drug Interdiction training
(Please attach any supporting documentation such as conference brochures, printed meeting agenda, marketing materials, lodging information, etc.)
f. Number of miles and location if over 150 miles 139
g. Itemized estimated total cost (if over $500) such as hotel, mileage, registration, lunch or other fees: 220
h. Supervisor approval [signature] Date 1-12-20

i. City Administrator approval Date
j. Council approval by Mayor on Date

I agree that I have submitted information to the best of my knowledge and have read and understand the city policy related to reimbursements and travel.

Requesting Employee Signature Jordan Paukert
Minnesota State Patrol
Criminal Interdiction Training

Lesson Plan
Criminal Interdiction through Traffic Enforcement
Location: Merit training center
1001 W Erie Rd.
Marshall, MN 56258
February 26-27, 2020
0800-1600 16 hrs. POST Course is FREE
LIMITED SPACE
More information will be emailed out after you register

Course Objective: to increase the awareness of criminal indicators through effective interdiction techniques relative to traffic enforcement.

Instructors: Sgt. Chad Mills (MSP), SA Mike Flanagan (BCA)

Method of Instruction: Lecture
Video Tapes
PowerPoint Presentation
Demonstration
Practical Exercises
Scenarios

1. The Complete Traffic Stop

   A. Current Trends
   B. Relationship between traffic enforcement and reduction of crime and crashes.
   C. Basics – ABC’s

2. Indicators and Detection

   A. Vehicle Indicators
   B. Verbal/Non-Verbal Signs of Stress and Deception
3. **Legal Considerations**
   A. Search
      1. 4\textsuperscript{th} Amendment
      2. Seven Exceptions to a search warrant
      3. Consent Elements
   B. Seizure v. Non-Seizure
   C. Forfeiture

4. **Profiling**
   A. Criminal Profiling
   B. Racial Profiling

5. **Roadside Interview Technique**
   A. Classroom
   B. Practical Exercises

6. **Criminal Patrol Tools**
   A. Training and Experience
      1. Resume
      2. Training Log
      3. Past Experience
   B. Detection Canines
   C. Intelligence
   D. Follow up investigations
   E. Wall vs. Whisper Stops

7. **Concealment Locations and Detection**

8. **Officer Safety Considerations**

Questions regarding course contact: Sgt. Chad Mills
   \texttt{Chad.Mills@state.mn.us}
   Phone: 507-344-2764

To register, contact Jasmine DeSmet
   \texttt{Jasmine.DeSmet@ci.marshall.mn.us}
   Phone: 507-337-6163

Email: Name, Agency, POST#, Contact # and Email address to register
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a. Employee name Joshua Crofton

b. Employee department Police Department

c. Today’s date 01/14/2020

d. Date of travel request February 25th through 27th

e. Purpose for travel request Criminal Interdiction through Traffic Enforcement
(Please attach any supporting documentation such as conference brochures, printed meeting agenda, marketing materials, lodging information, etc.)

f. Number of miles and location if over 150 miles 140 miles, Marshall, MN

g. Itemized estimated total cost (if over $500) such as hotel, mileage, registration, lunch or other fees: Course if free, room and board for 2 nights and meals are not covered.

h. Supervisor approval ___________________________ Date 1-17-20

i. City Administrator approval ___________________________ Date ______________

j. Council approval by ___________________________ on Date ______________

Mayor

I agree that I have submitted information to the best of my knowledge and have read and understand the city policy related to reimbursements and travel.

Requesting Employee Signature ___________________________
Minnesota State Patrol
Criminal Interdiction Training

Lesson Plan
Criminal Interdiction through Traffic Enforcement
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**Instructors:** Sgt. Chad Mills (MSP), SA Mike Flanagan (BCA)

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PowerPoint Presentation
Demonstration
Practical Exercises
Scenarios

1. **The Complete Traffic Stop**
   
   A. Current Trends
   B. Relationship between traffic enforcement and reduction of crime and crashes.
   C. Basics – ABC’s

2. **Indicators and Detection**
   
   A. Vehicle Indicators
   B. Verbal/Non-Verbal Signs of Stress and Deception
3. **Legal Considerations**
   
   A. Search
      1. 4th Amendment
      2. Seven Exceptions to a search warrant
      3. Consent Elements
   
   B. Seizure v. Non-Seizure
   
   C. Forfeiture

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   A. Criminal Profiling
   
   B. Racial Profiling

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   A. Classroom
   
   B. Practical Exercises

6. **Criminal Patrol Tools**
   
   A. Training and Experience
      1. Resume
      2. Training Log
      3. Past Experience
   
   B. Detection Canines
   
   C. Intelligence
   
   D. Follow up investigations
   
   E. Wall vs. Whisper Stops

7. **Concealment Locations and Detection**

8. **Officer Safety Considerations**

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**Questions regarding course contact:** Sgt. Chad Mills  
**Chad.Mills@state.mn.us**  
**Phone:** 507-344-2764

**To register, contact** Jasmine DeSmet  
**Jasmine.DeSmet@ci.marshall.mn.us**  
**Phone:** 507-337-6163

**Email:** Name, Agency, POST#, Contact # and Email address to register
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Employee Travel Request Authorization Form

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a. Employee name  
   Steve Anderson

b. Employee department  
   Building Official

c. Today’s date  
   1-13-20

d. Date of travel request  
   2-14-20, Mankato, Mn.

e. Purpose for travel request  
   Building Official Conference
   (Please attach any supporting documentation such as conference brochures, printed meeting agenda, marketing materials, lodging information, etc.)

f. Number of miles and location if over 150 miles

       

g. Itemized estimated total cost (if over $500) such as hotel, mileage, registration, lunch or other fees:  
   $120

h. Supervisor approval  
   Date

i. City Administrator approval  
   Date

j. Council approval by  
   Mayor  on Date

I agree that I have submitted information to the best of my knowledge and have read and understand the city policy related to reimbursements and travel.

Requesting Employee Signature  
   

   Steve Anderson
Order details

Product | Total
--------|------
2020 Residential Code Updates (7 hours) - Friday, February 14, 2020 | $120.00
MANKATO × 1
Start: **February 14, 2020** From: 8:00 am to 3:30 pm
First Name: Steve
Last Name: Anderson
Email: steveandersoan@bevcomm.net
Phone #: 5075207666
Contractor Lic #: or BO #: BO 002742

Subtotal: $120.00
Payment method: Payment by Check
Total: $120.00

Customer details

Email: steveandersoan@bevcomm.net

Billing address

Send check to:
Mr. Speck
235 First Street W.
Waconia, MN 55387
Thank you. Your order has been received.

› Order number: **12385**
› Date: **January 12, 2020**
› Email: steveandersaon@bevcomm.net
› Total: **$120.00**
› Payment method: **Payment by Check**

Please make check payable to MNSPECT
Important Dates

In mid-March, homes across the country will begin receiving invitations to complete the 2020 Census. Once the invitation arrives, you should respond for your home in one of three ways: online, by phone, or by mail.

Overall Timeline

Counting every person living in the United States is a massive undertaking, and efforts begin years in advance. Here’s a look at some of the key dates along the way:

2020

- **January 21**: The U.S. Census Bureau starts counting the population in remote Alaska. The count officially begins in the rural Alaskan village of Toksook Bay.

- **March 12 - 20**: Households will begin receiving official Census Bureau mail with detailed information on how to respond to the 2020 Census online, by phone, or by mail.
• **March 30 - April 1:** The Census Bureau will count people who are experiencing homelessness over these three days. As part of this process, the Census Bureau counts people in shelters, at soup kitchens and mobile food vans, on the streets, and at non-sheltered, outdoor locations such as tent encampments.

• **April 1:** Census Day is observed nationwide. By this date, every home will receive an invitation to participate in the 2020 Census. Once the invitation arrives, you should respond for your home in one of three ways: online, by phone, or by mail. When you respond to the census, you’ll tell the Census Bureau where you live as of April 1, 2020.

• **April:** Census takers will begin visiting college students who live on campus, people living in senior centers, and others who live among large groups of people. Census takers also begin conducting quality check interviews to help ensure an accurate count.

• **May - July:** Census takers will begin visiting homes that haven’t responded to the 2020 Census to help make sure everyone is counted.

• **December:** The Census Bureau will deliver apportionment counts to the President and Congress as required by law.

**2021**

• **March 31:** By this date, the Census Bureau will send redistricting counts to states. This information is used to redraw legislative districts based on population changes.

Here is some of the efforts work completed in 2019:

• **January - September:** The Census Bureau opened more than 200 area census offices across the country. These offices support and manage the census takers who work all over the country to conduct the census.

• **August - October:** Census takers visited areas that have experienced a lot of change and growth to ensure that the Census Bureau’s address list is up to date. This process is called address canvassing, and it helps to ensure that everyone receives an invitation to participate in the census.
Census Day 2020

April 1 is Census Day, a key reference date for the 2020 Census. When completing the census, you will include everyone living in your home on April 1, 2020. Census Day will be celebrated with events across the country.

**2020: IN FOCUS**

**230 Years and Counting:**

*How does the 2020 Census compare to the 1790 count?*

---

**You May Be Interested In ...**

**Census Takers in Your Neighborhood**
You may begin to notice census takers in your community as they verify addresses ahead of the 2020 Census and then help collect responses.

**Operational Information**
Learn how the Census Bureau is working to ensure a complete and accurate count in 2020.

**Ways To Respond**
Once you receive an invitation to participate in the 2020 Census, there are three ways to respond: online, by phone, or by mail.
2020 Census
Response Rate
Challenge Toolkit

Connect with us @uscensusbureau
For more information, visit:
2020CENSUS.GOV

Shape your future
START HERE >
United States Census 2020
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2020 Census Response Rate Challenge Toolkit

Beginning in mid-March, the U.S. Census Bureau will invite households across the country to participate in the 2020 Census. The 2020 Census counts every person living in the United States, as of April 1. The count is mandated by the Constitution every 10 years, and the results help to Shape Your Future in a variety of ways - from determining the number of seats each state gets in the House of Representatives to informing decisions about how hundreds of billions of dollars are allocated each year to local communities for vital services like schools, healthcare, roads and bridges, and emergency response.

The goal of the 2020 Census is a complete and accurate count of everyone living in the U.S. and five of its U.S. territories. That's where you come into play: As a town, city, state, or tribal leader, the Census Bureau needs your help to motivate all individuals in your community to respond on their own to the 2020 Census as early as possible, beginning in mid-March. We encourage you to engage people around the 2020 Census, and to explain why it's important for you and everyone in your community to respond. More people responding to the census means more opportunities to shape the future of your town, city, or state - and the country. Start Here.
What is the 2020 Census Response Rate Challenge?

The 2020 Response Rate Challenge is about getting as many people as possible to respond to the census on their own as soon as possible.

Most households in the country will receive invitations to complete the 2020 Census beginning in mid-March. For the first time, you can choose to respond to the census online—in addition to responding by phone or by mail. In May 2020, census takers will begin following up with households that haven’t responded on their own to make sure everyone is counted. Our goal is to get as many people as possible to respond quickly, and on their own, reducing the need for more costly in-person interviews.

Counting everyone in the U.S. requires everyone’s help—and it starts with you and the people in your community responding to the 2020 Census.

Important Dates

- **January 2020**: The Census Bureau begins counting the population in remote Alaska.

- **Mid-March 2020**: The Response Rates Map will go live and begin reporting 2020 Census responses. Most households will receive their initial invitations to respond, which will be followed by three additional mailings. People can choose to respond to the census in one of three ways: online, by phone, or by mail.

- **April 1, 2020**: Census Day is observed nationwide. By this date, most homes will have received an invitation to participate in the 2020 Census. Respond based on where you live and sleep most of the time as of April 1, 2020.

- **May 2020**: Census takers begin visiting homes that haven’t responded to the 2020 Census to make sure everyone is counted. This operation, called “Nonresponse Followup,” will last through July. We will still accept self-responses to the census during this time.

- **December 2020**: The Census Bureau delivers apportionment counts to the President and Congress as required by law.

- **March 31, 2021**: By this date, the Census Bureau will send redistricting counts to states. This information is used to redraw legislative districts based on population changes.
The 2020 Census Response Rate Challenge is a challenge to every city, town, and state to beat their 2010 Census response rates.

This toolkit offers two overarching ideas for participating in the 2020 Census Response Rate Challenge:

1. Challenge your community to beat its 2010 Census response rate by the end of April.

2. Challenge another community to a friendly competition to see who can achieve a higher response rate by the end of April.

The concept behind each of these ideas is that everyone “wins” when you respond to the 2020 Census, because when everyone is counted, there are more opportunities for shaping your community’s future. By encouraging your community to respond on their own to the census in a timely manner, you’re playing a big role in ensuring a complete and accurate count.

In this toolkit, we’ve created a guide for planning, prepping, executing, and celebrating the 2020 Census Response Rate Challenge. Included are helpful ideas, activities, outreach materials, resources, and more. We hope you will use it to guide and inspire your own Response Rate Challenge.
Planning

There are a variety of ways you can take the 2020 Census Response Rate Challenge and make it your own. From the simple to the more complex ideas and every level in between, the best approach is the one that will motivate as many individuals as possible in your community to respond to the census on their own. The following ideas can be used as a guide to get started on your community challenge.

No matter which approach you take, the Response Rates Map on 2020CENSUS.GOV can help guide you through your challenge. In February, check the map to find the 2010 Census response rate for your town or city. These rates are reflective of the percentage of people that responded on their own – not the total amount of people counted.

In mid-March, once people start responding, the map will display daily updates of response rates across the United States, including Puerto Rico.

Beginning in mid-March, when the online questionnaire becomes available, the map will display daily updates of response rates (people responding on their own) across the United States, including Puerto Rico. It will also show comparisons to 2010 response rates so you can always keep track of your progress.

To begin planning your challenge, choose something that your community can get behind. Here are a couple of ideas:

> Approach A: Challenge your community with a goal

Whether you are a mayor, county supervisor, other elected official, or head of a Complete Count Committee, a Response Rate Challenge to your community means you are encouraging your own constituents to beat their 2010 Census response rates by responding to the 2020 Census, beginning in mid-March through the end of April. Use the Response Rates Map on 2020CENSUS.GOV to identify your 2010 response rate, down to the geographic level that best matches your community.
Approach B: Challenge another community to a competition

If you want to take your Response Rate Challenge to the next level, why not challenge another community to a friendly competition? Everyone likes a good old-fashioned friendly rivalry, and in this case, responding to the 2020 Census means everyone wins. For this approach, again, there are many directions you could take: you could challenge another town, city, or state to see who can get closer to their response rate goal by the end of April, or find a neighbor with a similar goal and see who can reach their response rate goal faster.

Creating the challenge

An effective Response Rate Challenge will be measurable with a specific goal, such as “Raise our response rates from 2010 by 5% for 2020” or “Achieve a 60% response rate by April 30.” Targeting a specific number and deadline gives people something to work toward, and helps create a sense of urgency, which is important for ensuring a complete and accurate count for the 2020 Census. April 1 is Census Day, and it’s a great time to rally your community along with the rest of the country to encourage early response to the census before census takers complete in-person visits. You may even plan an event to encourage response in your community, whether people complete their questionnaires at home or at a public venue such as the local library or community center.

However, there are a couple of important considerations when planning and issuing your challenge:

> **How to respond:** You can choose to respond to the 2020 Census online, by phone, or by mail. **Responding online** is the easiest and fastest way to complete the 2020 Census - and it is safe and secure to respond online.

> **Timing:** Beginning in May 2020, census takers will begin to visit homes that haven’t responded to the 2020 Census to make sure everyone is counted. We recommend you encourage your communities to respond to the 2020 Census as early as possible to get us off to the best possible start towards counting everyone in the nation, minimizing the need for in-person visits. Pick a date near the end of April, one your community can rally around and that is realistic to achieve.

> **Keep it going:** Census Day, April 1, 2020, will be a nationally recognized day to rally the nation around the census count, but it is not a deadline for completing the census. Even after your challenge ends, we encourage you to continue to motivate your community to continue responding and ensure everyone is counted. When people respond early and on their own, it significantly lowers the need for census takers to visit homes, and allows the Census Bureau to receive responses more quickly.
How can you motivate your constituents to respond? Again, there are many directions you can take your challenge, and you can make the incentives as fun, quirky, or exciting as you choose. Is a county supervisor willing to shave his head if the county beats its 2010 response numbers? Will the mayor jump into the river? In the “Celebration” section later in the toolkit, we offer other ideas for incentives and rewards for reaching the goal you have set forth.

Here are some other ideas to inspire your challenge:

1. **Respond in record time**
   Hold a kick-off event in late February or early March to announce the challenge: Beating your community’s 2010 response rate or your competitor’s ... in record time. Use our media outreach templates and our sample social media messaging to spread the word (coming soon!). Consider a special event at the local library, high school, or community center to get people excited about the challenge and to remind them why it’s important to respond to the 2020 Census. For a community rally, host pop-up “respond to the census” meetups around town on April 1, recognized nationally as Census Day, and check in on your response rates. More information on national events and other key dates will be available on [2020CENSUS.GOV](http://2020CENSUS.GOV) in early 2020.

2. **Involve local businesses**
   Partner with local businesses to spread the word about the 2020 Response Rate Challenge. Ask them to display related materials and promotional items, or if they can host a “Respond to the 2020 Census” meetup, where people bring their laptops and phones to respond online, or their mail-in questionnaires to complete on site. Talk to a local Census Complete Count Committee and Census Bureau Partnership Specialists about having someone on hand to answer questions.

3. **Leverage a partnership**
   The 2020 Census has partnered with thousands of organizations, including several online services and corporations. In addition to businesses big and small, 2020 Census partners include libraries, civic and non-profit organizations, houses of worship and faith-based organizations, and many more. These trusted members of the community are great sources of information, energy, and ideas. Contact your Regional Census Center (RCC) to connect with a local partnership specialist.
4. Statistics in schools collaboration

The Census Bureau's Statistics in Schools (SIS) program is a great way to highlight the importance of a complete count using hands-on classroom activities and multimedia tools. SIS provides educator guides and toolkits to make it easy for key stakeholders to execute in-class programming and share information with community members.

- Invite your local school to begin using these materials as part of your challenge.
- Participate in SIS Week, March 2-6, to generate excitement and engagement about the 2020 Census.
- Excite the kids in your town or city's schools by adding the 2020 Census Response Rate Challenge to baseball, soccer, volleyball, and other sports and clubs on the list of competitions with your biggest rival in another town.

If you are challenging another community, find inspiration below on how to create a plan:

Establishing a challenge
What would make this challenge fun for both communities? What are the incentives to motivate response, and how can the competitors work together to benefit everyone? Think of ways you can tap into existing friendly rivalries to encourage both communities to respond. If your community wins, will the other community have to paint a mural of your sports team mascot? Will the governor with the lower state response rate send a basket of local foods to the other governor?

Identify a “competitor”

- Geography-based: Neighboring towns, cities, parishes, counties, or states, i.e. Minneapolis vs. St. Paul; Seattle vs. Takoma; Montgomery County vs. Howard County (Maryland).
- Rivalry-based: Sports city vs. sports city (Boston vs. New York); industry or business (citrus states - Florida vs. Georgia; or BBQ cities - Memphis vs. Kansas City).
- City vs. city Complete Count Committees.
- Sister city challenges.
- Government to government challenge: Mayor vs. mayor; governor vs. governor.
More inspiration: 2010 Census challenge examples

In 2010, many elected officials checked the Response Rates Map hosted on the 2010 Census website and saw that their community was completing the census at a lower rate than the national average. They used map results to encourage their communities to respond with a variety of challenges. Below are some examples of their actions around their Response Rate Challenge—inspiration for **Approach A: Challenge your community**. Take it, tweak it ... make it your own!

- Lewiston, ME - Mayor Laurent Gilbert, Sr. encouraged the city to respond to the census, stating, “Lewiston is again setting the pace.” At the time, their participation rate was higher than the state average.

- Jamestown, NY - Mayor Sam Teresi encouraged the city to fill out and mail in their census questionnaires. At the time, their participation rate was higher than the state and national rates.

- Cleveland, OH - Mayor Frank Jackson attended a “Census Blitz” where he encouraged people to mail in their census questionnaires, advocating for higher response rates in concert with the rest of the nation.

And here are some examples of how communities challenged each other in 2010 that can be inspiration for **Approach B: Challenge another community**. Again, start here, and define your own challenge.

- Newark, NJ vs. Jersey City, NJ - Jersey City wanted to pass Newark as the state’s most populous city. They tried to get people to work census-related jobs in their own neighborhoods to improve census participation while creating revenue for the city.

- Fort Worth, TX vs. Arlington, TX - The Mayor of Arlington issued a challenge to the Mayor of Fort Worth. If Arlington had the higher participation rate, Fort Worth would make May 4, 2010 “Arlington Counts in Fort Worth Day.” If Fort Worth had the higher mail participation rate, Arlington would make May 4, 2010 “Fort Worth Counts in Arlington Day.”

- South Orange Village, NJ vs. Maplewood, NJ - The Mayor of Maplewood and the President of South Orange Village competed against each other to see who would get the highest mail participation rate. The winner would receive a meal at the loser’s expense.

- Madisonville, KY vs. Prattville, AL - The Mayor of Madisonville challenged the Mayor of Prattville to see who would get the higher mail participation rate. The loser, the Mayor of Madisonville, had to wear paraphernalia from Troy University, Auburn University, and the University of Alabama to a council meeting.
St. Anthony, ID vs. Sugar City, ID vs. Ashton, ID - The Mayor of St. Anthony challenged the mayors of Sugar City and Ashton on who would get the higher mail participation rate. The winner and their spouse would receive dinner courtesy of the other couple.

Springfield, IL vs. Peoria, IL - The mayors of the cities challenged each other on who would have the higher mail participation rate. The loser would have to travel to the winner’s city and buy them dinner at their favorite restaurant.

St. Louis, MO vs. Kansas City, MO - The mayors competed against each other to see who would improve the most against their mail participation rate from Census 2000. The loser would have to send the winner a case of their hometown’s favorite beer and “most delicious” barbeque.

If you can’t decide between the approaches above, why not engage your community with both? You could challenge your community to beat its 2010 response rate, and you can also challenge another community at the same time. The more incentives people have to respond to the 2020 Census, the more opportunities they have to help shape their future.
Response Rate Challenge sample scenarios

(The following examples are meant for inspiration only, and are not real scenarios.)

Locally-based challenge in action

Mayor Pat Jones knows he needs his city of Newberry to achieve a better census response rate than in 2010 - it was in vital need of important federal funding to help build new schools, repair the bridge over the riverfront, and support the local fire department. So, Mayor Jones decides to challenge Newberry to get even better response rates for the 2020 Census.

On March 1, Mayor Jones holds a press conference and issues a news release challenging Newberry to increase its 2010 Census response rate by May 5. One incentive: If the city achieves its goal, the Coffee Café would offer free coffee to customers from 9 a.m. to noon on May 8. Also, Discount Cinema will offer free movie tickets to the first 100 children (10 and under) who visit the theater on May 9. Mayor Jones explains the various community benefits impacted by census responses, such as funding for schools, roads and bridges, and emergency response. “Do you want to shape your future?” he asks. “I do, too! Start here - respond to the 2020 Census.”

For the next few weeks, Mayor Jones issues daily updates about his city’s response rates using the Response Rates Map on 2020CENSUS.GOV, and through a mix of media outreach, social media posts, and public signage, inspires people to respond to the 2020 Census online, by phone, or by mail.

At a press conference on May 1, 2020, Jones announces that Newberry met its response rate goal ahead of deadline. The city achieved a 70 percent response rate in 2020 compared to a 66 percent response rate in 2010. As a result, Newberry community members would get free coffee, a group of lucky children would see a free movie, and most important - the people of the city played a role in shaping their future.
Competitive challenge in action

Wanting to leverage her county’s competitive nature to encourage people to respond to the 2020 Census, county executive Jane Smith, leader of the largest orange-growing county in Florida, issues a challenge to county executive Joe Brown, her peer in Georgia’s largest peach-growing county. The challenge: The county that achieves the greatest increase over its 2010 Census response rates by May 15 would win a truckload of produce from the other county to be donated to a local food bank. Once agreeing to the challenge, Jane and Joe issue press releases outlining the challenge and providing information on the importance of responding to the census and promoted the challenge with good-natured teasing on their county’s Twitter and Instagram accounts.

For the next couple of months, Jane and Joe build buzz about the challenge in their counties, and even participate in a Facebook Live Q&A to answer questions from the media and the public about what the census is and why it’s important. A couple of days after the challenge ends, they hold a joint news conference to announce the challenge winner and final response rate numbers.

While Joe’s county wins the challenge, both counties are winners because community members took the opportunity to shape their future by responding to the 2020 Census. Those responses will inform how a portion of federal funding can support various community services for the next 10 years.

Later that week, Joe Brown accepts a large delivery – a giant truckload of freshly picked oranges, which he personally escorted to the food bank.
Prepping

Now that you’ve decided on the type of challenge, it’s time to get down to the details and start preparing. There are many things to determine: the specifics of your challenge, how you will announce it, and how you will promote it to your constituents and to the media.

Know the goal of the 2020 Census, which is to achieve a complete and accurate count of every person living in the United States.

Below, we’ve outlined some key steps and ideas for how to prep for your 2020 Census Response Rate Challenge - an opportunity for your community to shape its future:

Setting the challenge goal

You may have a general idea of what you want your challenge to look like, but how are you going to pull it off? For this stage of the plan, you should get specific about your exact goal so that everyone knows the target. For example, “Town X will beat its 2010 Census response rate by 10% by April 1,” or “Boston will have a higher response rate than New York City by April 30.” (Remember: Keep the timing and response methods in mind when creating language and calls-to-action related to the challenge.)

The key to any great challenge is a great incentive. The best incentive for responding to the 2020 Census is that responses help inform how billions of dollars in federal funding are distributed to communities every year for 10 years. Responses also affect Congressional representation. Responding to the census truly can Shape Your Future.

We recognize that sometimes people need a fun or creative reason to get engaged, or to incentivize a competition. See the Celebrating section for some ideas to help you choose what works for your community.

Community outreach

Now that you have your challenge details finalized, it's time to begin spreading the word and generating excitement in the lead-up to being able to participate in the 2020 Census Response Rate Challenge. Below, we've listed some suggestions for how to conduct outreach to three different audiences who can help to support your challenge:
Constituents
This is the most important group of people you need to reach to educate them about the importance of responding to the 2020 Census and how they can do so by participating in your Response Rate Challenge. How will you reach every person in your area? Here are some ideas:

➢ Local government website content and email newsletters.
➢ Flyers and posters.
➢ Social media (local government & neighborhood).
➢ Neighborhood email lists.
➢ Meetups and townhalls.
➢ Municipal leagues and county associations.
➢ Online communities.
➢ Local sports events.
➢ Advertising with local media outlets and publications.

Partners
From businesses and nonprofits to community organizations, faith-based organizations, corporations, and schools, the 2020 Census has thousands of partners at the national and local level. Who can you partner with regionally or locally to help spread the word about your Response Rate Challenge? How can you work with Census Bureau Partnership Specialists and Complete Count Committees to target hard-to-count and hard-to-reach communities in particular? Here are a few opportunities for partners to support your challenge:

➢ Collaborate with the local library system to host dedicated hours and space for people to respond.
➢ Work with local businesses to promote the challenge in their physical locations and via their digital communications.
➢ Include 2020 Census messaging, activities, and marketing at school sports events in the spring.
➢ Hold a local “Shape Your Future” mural competition.
➢ Have a “Shape Your Future” town beautification event (litter pick up, garden planting, painting, etc.).
➢ Work with local Business Improvement Districts (BIDs) to promote the challenge.
Media
A key tactic for ensuring more people learn about your Response Rate Challenge is working with the media across channels, including print, television, radio, and online. Identify the appropriate outlets to contact that will reach a variety of audiences in your area, and make sure that they lead with the fun and creative aspects of your challenge for a compelling news hook. As timing is an important element to the challenge, provide plenty of lead time and be sure to follow up with updates and new details as they come together. Here are some ideas on how to promote the challenge with media:

- Issue a media advisory and/or press release announcing your challenge and details for any related events and activities.
- If you are challenging another community, host a joint press conference.
- Offer exclusive interviews with media outlets about the benefits of responding to the 2020 Census, and how to participate in the Response Rate Challenge.
- Provide regular updates to media based on data from the Response Rates Map on 2020CENSUS.GOV.

National outreach
Throughout your local efforts, connect with the Census Bureau and the Shape Your Future campaign to share with us your community’s Response Rate Challenge and engage in the national conversation. We will look for posts using the #ShapeYourFuture and/or #2020Census hashtags and will share our favorites on the Census Bureau’s own social media channels. Be sure to tag @uscensusbureau on social media, too.

Additionally, sign up to receive updates about new materials and other 2020 Census news by subscribing to our 2020 partner email list at 2020CENSUS.GOV/PARTNERS.

Stay connected

- FACEBOOK.COM/USCENSUSBUREAU
- TWITTER.COM/USCENSUSBUREAU
- LINKEDIN.COM/COMPANY/US-CENSUS-BUREAU
- YOUTUBE.COM/USER/USCENSUSBUREAU
- INSTAGRAM.COM/USCENSUSBUREAU
Executing

The execution phase of your challenge can begin once people can begin responding to the 2020 Census online, by phone, or by mail. People will begin receiving invitations by mail beginning in mid-March with instructions for how to respond. Your challenge should begin on March 12, the date when most households will receive their first mail invitation to complete the census.

Using the Response Rates Map

Once the challenge begins, a key component to ensuring you are on track to meet your goal is using the Response Rates Map on 2020CENSUS.GOV to get daily updates. The Response Rates Map will begin showing 2020 Census response rates across the U.S. and Puerto Rico in mid-March, and can be filtered to show response rates at the national, state, county, city, congressional district, municipality, civil division, collection tract, tribal area, and territory level – and it will also display 2010 Census response rates.

The map will be mobile-friendly and will include social sharing, links to the 2020 Census events calendar, and the ability to embed it on your website. Other features: you can download files with response rate data, and the map and its downloadable data files will be updated daily with the latest rates for all forms of response.

Using social media to drive response

There are many ways you can use social media to help kick off your challenge, encourage participation within your community, and to challenge other communities or your own constituents to participate!

Some ideas for you to consider:

➢ Use social media to challenge another community by tagging their mayor, sports teams, town council, etc. Challenging your opponent publicly is a great way to engage both of your communities by encouraging them to root for their town, and help you win by getting people to participate.

➢ Encourage your constituents to challenge one another on social media by sharing the Response Rates Map (e.g., “Let’s see a jump in our responses by April 1! Tag your team in the comments to get them to help.”).

➢ Engage with local teams, businesses, and nonprofits on social media to help spread the word – call them out in a playful way to encourage their participation in your challenge. Getting them to talk about the challenge on social media may motivate others in the community.

➢ Ask schools and businesses to create their own challenges and have them share their results on social with #ShapeYourFuture.
Throughout the challenge, we’ll be looking for social media posts using the #ShapeYourFuture and/or #2020Census hashtags and will share our favorites on the Census Bureau’s own social media channels.

**Social media downloadable assets and other resources**

Check back in February for graphic assets and materials such as:

- **Tools and digital swag you and your constituents can use to build excitement, such as custom social media filters and stickers.**

- **Templates to post your progress on social media and keep the momentum going by encouraging participation.**

- **2020 Census materials and information to share on social media to educate your community about the impact of the census and why their participation matters to their community and the country.**
Celebrating

Once you have checked the Response Rates Map for the final results of your challenge, it will be time to share the good news and celebrate!

The best part of completing a challenge is the reward – and in addition to the various benefits your community will receive from completing the 2020 Census, you may want to consider some fun incentives and rewards for participating in your Response Rate Challenge. How will you celebrate with your constituents if you beat your 2010 Census response? How will you celebrate if you beat your challenge competitor?

Below, we’ve listed some potential ideas to help fuel your challenge plan and what happens after you reach your goal:

- Partner with local businesses to provide free food, discounts on retail items or experiences, or contests to win concert tickets or prize packages.
- Display creative works such as posters, murals, or poetry about the importance of the 2020 Census in a prominent location in the area.
- Host a “Census Saturday” or “Census Sunday” celebration the weekend after your challenge ends, inviting the community, local VIPs, partners, and the media.
- Livestream the promised activity from a community vs. community challenge (such as the mayor jumping into the river or shaving their head) on social media.
- Update local and regional media with the results and conduct post-challenge interviews.
- Share your success on your social media channels and tag local media and participating organizations and partners (and the Census Bureau!).

If you’re not ready to quit the challenge just yet, you can take it to the next level and continue to encourage your constituents to respond to the 2020 Census online, by phone, or by mail. Set a new goal, or a rematch with your challenge competitor, and see how high your response rate can go until the 2020 Census is over!
Resources

To ensure you have all the information and resources you need for a successful 2020 Census Response Rate Challenge, we have included a variety of helpful one-pagers, videos, toolkits, media outreach materials, social media templates, and creative templates to help with planning, prepping, executing, and celebrating. Visit 2020CENSUS.GOV for more information and many more resources.

- Census fact sheets
- Census 101 one-pager
- How the census will invite everyone to respond
- Partner outreach materials (check frequently for updates and for materials in languages other than English)
- Complete Count Committee resources
- Governmental resources
- Tribal resources
- Creative & video assets:
  - (Video) Shape your future: the 2020 Census
  - (Video) Census 101
  - 2020 Census logo
- PSA toolkit
- 2020 Census press kits
- Census benefits toolkit (coming soon!)
- 2020 Census toolkit for state and local officials
- 2020 Census stakeholder webinar
- Statistics in schools
  - Frequently asked questions
  - Take-home flyer
Downloadable Materials and Graphics

More materials specific to the 2020 Response Rate Challenge will be available on 2020CENSUS.GOV by February. Check the Response Rates Map page for updates and to see 2010 Census response rates. The map will be populated with 2020 Census daily response rates once people begin to complete their questionnaires beginning in late March.

➢ Media outreach materials (coming soon!)
  • Challenge announcement press release

➢ Social media materials (coming soon!)
  • Social hub
  • Sample posts
  • Filters, graphics
  • Other

➢ Community and partner outreach materials (coming soon!)
  • Drop-in newsletter copy
  • Drop-in website copy
WHEREAS, the U.S. Census Bureau is required by the United States Constitution to conduct a count of all persons; and

WHEREAS, the Census count requires extensive work, and the Census Bureau requires partners at the state and local level to insure a complete and accurate count.

WHEREAS, the City of Blue Earth, Minnesota Complete Count Committee will bring together a cross section of community members who will utilize their local knowledge and expertise to reach out to all persons of our community.

WHEREAS, the Blue Earth, Minnesota Complete Count Committee will work with the Census Bureau and the State of Minnesota to strive for an accurate count.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLUE EARTH, MINNESOTA: that Blue Earth, Minnesota establishes a 2020 Census Complete Count Committee.

PASSED and ADOPTED by the City Council of the City of Blue Earth, Minnesota on January 21, 2020.

By:

____________________________
Richard Scholtes, Mayor

Attest:

____________________________
Glenn Gaylord, Vice Mayor
CITY OF BLUE EARTH, MINNESOTA
CITY COUNCIL RESOLUTION NO. 20-02
A RESOLUTION DECLARING 2020 CENSUS PARTNERSHIP

WHEREAS, the U.S. Census Bureau is required by the U.S. Constitution to conduct a count of the population and provides a historic opportunity to help shape the foundation of our society and play an active role in American democracy.

WHEREAS, City of Blue Earth, Minnesota is committed to ensuring every resident is counted;

WHEREAS, federal and state funding is allocated to communities, and decisions are made on matters of national and local importance based, in part, on census data and housing.

WHEREAS, census data helps determine how many seats each state will have in the U.S. House of Representatives and is necessary for an accurate and fair redistricting of state legislative seats, county and city councils and voting districts.

WHEREAS, information from the 2020 Census and American Community Survey are vital tools for economic development and increased employment.

WHEREAS, the information collected by the census is confidential and protected by law;

WHEREAS, a united voice from business, government, community-based and faith-based organizations, educators, media and others will enable the 2020 Census message to reach more of our citizens.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLUE EARTH, MINNESOTA: that City of Blue Earth, Minnesota is committed to partnering with the U.S. Census Bureau and the State of Minnesota and will:

1. Support the goals and ideals for the 2020 Census and will disseminate 2020 Census information.

2. Encourage all County residents to participate in events and initiatives that will raise the overall awareness of the 2020 Census and increase participation.

3. Provide Census advocates to speak to County and Community Organizations.

4. Support census takers as they help our County complete an accurate count.

5. Strive to achieve a complete and accurate count of all persons within our borders.

PASSED and ADOPTED by the City Council of the City of Blue Earth, Minnesota on January 21, 2020.

By: Richard Scholtes, Mayor

Attest: Glenn Gaylord, Vice Mayor
AGREEMENT FOR PROFESSIONAL SERVICES

AIRFIELD PAVEMENT CRACK REPAIR
AND SRE BLOWER EQUIPMENT PURCHASE

BLUE EARTH MUNICIPAL AIRPORT

This Agreement, made this ______ day of January 2020, by and between the City of Blue Earth, 125 W. 6th St., PO Box 38, Blue Earth, MN 56103-0038, hereinafter referred to as CLIENT, and BOLTON & MENK, INC., 12224 Nicollet Avenue, Burnsville, MN 55337, hereinafter referred to as CONSULTANT.

WITNESS, whereas the CLIENT requires professional services in conjunction with the airfield pavement crack repairs as well as the purchase of a blower for the SRE tractor purchased in 2019 and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I - CONSULTANT'S SERVICES

A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in Exhibit I.

B. Upon mutual agreement of the parties hereto, Additional Services may be authorized as described in Exhibit I or as described in Paragraph IV.B.
SECTION II - THE CLIENT'S RESPONSIBILITIES

A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement.

B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include but shall not be limited boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.

C. The CLIENT will guarantee access to and make all provisions for entry upon both public and private portions of the project and pertinent adjoining properties.

D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.

E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.

F. The CLIENT shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for completion of the consultant services described in this agreement.

G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the project.

H. The CLIENT will hire, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement.
SECTION III - COMPENSATION FOR SERVICES

A. FEES.

1. The CLIENT will compensate the CONSULTANT in accordance with the following schedule of fees for the time spent in performance of Agreement services.

<table>
<thead>
<tr>
<th>Employee Classification</th>
<th>Hourly Billing Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Principal</td>
<td>$195-280/Hour</td>
</tr>
<tr>
<td>Principal Engineer/Surveyor/Planner/GIS/Landscape Architect</td>
<td>$145-225</td>
</tr>
<tr>
<td>Senior Engineer/Surveyor/Planner/GIS/Landscape Architect</td>
<td>$120-210</td>
</tr>
<tr>
<td>Project Manager (Inc. Survey, GIS, Landscape Architect)</td>
<td>$115-200</td>
</tr>
<tr>
<td>Project Engineer/Surveyor/Planner/Landscape Architect</td>
<td>$90-175</td>
</tr>
<tr>
<td>Design Engineer/Landscape Designer/Graduate Engineer/Surveyor</td>
<td>$90-190</td>
</tr>
<tr>
<td>Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)</td>
<td>$70-175</td>
</tr>
<tr>
<td>Senior Technician (Inc. Construction, GIS, Survey¹)</td>
<td>$90-180</td>
</tr>
<tr>
<td>Technician (Inc. Construction, GIS, Survey¹)</td>
<td>$60-155</td>
</tr>
<tr>
<td>Administrative/Corporate Specialists</td>
<td>$55-135</td>
</tr>
<tr>
<td>Structural/Electrical/Mechanical/Architect</td>
<td>$120-150</td>
</tr>
<tr>
<td>GPS/Robotic Survey Equipment</td>
<td>NO CHARGE</td>
</tr>
<tr>
<td>CAD/Computer Usage</td>
<td>NO CHARGE</td>
</tr>
<tr>
<td>Routine Office Supplies</td>
<td>NO CHARGE</td>
</tr>
<tr>
<td>Routine Photo Copying/Reproduction</td>
<td>NO CHARGE</td>
</tr>
<tr>
<td>Field Supplies/Survey Stakes &amp; Equipment</td>
<td>NO CHARGE</td>
</tr>
<tr>
<td>Mileage</td>
<td>NO CHARGE</td>
</tr>
</tbody>
</table>

¹ No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for Survey Technicians.
2. Total cost for the services itemized under Section I.A (Basic Fee) shall be:

<table>
<thead>
<tr>
<th>Task</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>TASK 1 – AIRFIELD CRACK REPAIRS</td>
<td>$29,500.00 (lump sum)</td>
</tr>
<tr>
<td>TASK 2 – SRE BLOWER EQUIPMENT ASSISTANCE</td>
<td>$10,000.00 (lump sum)</td>
</tr>
</tbody>
</table>

**TOTAL AUTHORIZED FEE**  $39,500.00

<table>
<thead>
<tr>
<th>Share Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Federal Share (90%)</td>
<td>$35,550.00</td>
</tr>
<tr>
<td>Estimated State Share (5%)</td>
<td>$1,975.00</td>
</tr>
<tr>
<td>Estimated Local Share (5%)</td>
<td>$1,975.00</td>
</tr>
</tbody>
</table>

3. In addition to the foregoing, CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 15%) for the following Direct Expenses when incurred in the performance of the work:

a. CLIENT approved outside professional and technical services.
b. Identifiable reproduction and reprographic charges.
c. Expendable field supplies and special field equipment rental.
d. Other costs for such additional items and services that the CLIENT may require the CONSULTANT to provide to fulfill the terms of this Agreement.

4. Additional services as outlined in Section I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.1.

B. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates.
SECTION IV - GENERAL

A. STANDARD OF CARE

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. CHANGE IN PROJECT SCOPE

In the event the CLIENT changes or is required to change the scope of the project from that described in Section I and/or the applicable addendum, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. The CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such additional services. The CLIENT may request an estimate of additional cost from the CONSULTANT, and upon receipt of the request, the CONSULTANT shall furnish such, prior to authorization of the changed scope of work.

C. LIMITATION OF LIABILITY

CONSULTANT shall indemnify, defend, and hold harmless CLIENT and its officials, agents and employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CONSULTANT'S employees, agents, or subconsultants. In no event shall CONSULTANT be liable to CLIENT for consequential, incidental, indirect, special, or punitive damages.

CLIENT shall indemnify, defend, and hold harmless CONSULTANT and its employees from any loss, claim, liability, and expense (including reasonable attorneys’ fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CLIENT'S employees, agents, or consultants. In no event shall CLIENT be liable to CONSULTANT for consequential, incidental, indirect, special, or punitive damages.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder. The CLIENT agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of the paragraph.

D. INSURANCE

The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage.

The CONSULTANT also agrees to maintain, at CONSULTANT’S expense, general liability insurance coverage insuring CONSULTANT against claims for bodily injury, death or property...
damage arising out of CONSULTANT’S general business activities (including automobile use). The liability insurance policy shall provide coverage for each occurrence in the minimum amount of $1,000,000.

During the period of design and construction of the project, the CONSULTANT also agrees to maintain, at CONSULTANT’S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from an error, omission or negligent act in the performance of professional services required by this agreement, providing that such coverage is reasonably available at commercially affordable premiums. For purposes of this agreement, “reasonably available” and “commercially affordable” shall mean that more than half of the design professionals practicing in this state in CONSULTANT’S discipline are able to obtain coverage. The professional liability insurance policy shall provide coverage for each occurrence in the amount of $1,000,000 and annual aggregate of $1,000,000 on a claims-made basis.

Upon request of CLIENT, CONSULTANT shall provide CLIENT with certificates of insurance, showing evidence of required coverages.

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of Exhibit I or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not be responsible for the means, methods, techniques, schedules or procedures of construction selected by the contractor or the safety precautions or programs incident to the work of the contractor.

The CONSULTANT and CLIENT agree that the duration of the construction activity is dependent upon factors that are outside of the control of the CONSULTANT, such as weather, site conditions, contractor experience, contractor expertise, contractor scheduling and contractor efficiency. When the extent of these construction services beyond the control of the CONSULTANT occurs, the CLIENT agrees that the CONSULTANT will be reimbursed for additional Construction Services in excess of the budget stated in Exhibit I. Compensation shall be based on the standard hourly rate for the individuals providing services on the project.

G. USE OF ELECTRONIC/DIGITAL DATA

Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable by this AGREEMENT or except as otherwise explicitly provided in this AGREEMENT, all
electronic/digital data developed by the CONSULTANT as part of the PROJECT is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an “AS IS” basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees). Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this AGREEMENT, unless such third party use and adaptation or distribution is explicitly authorized by this AGREEMENT.

H. REUSE OF DOCUMENTS

Drawings and Specifications and all other documents (including electronic versions of any documents) prepared or furnished by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect of the Project and CONSULTANT shall retain exclusive ownership and property interest therein whether or not the Project is completed. The CONSULTANT shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights including the copyright. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse by CLIENT or any other entity without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify, defend and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

I. CONFIDENTIALITY

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. PERIOD OF AGREEMENT
This Agreement will remain in effect for the longer of a period of two years or such other explicitly identified completion period, after which time the Agreement may be extended upon mutual agreement of both parties.

K. PAYMENTS

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance. In addition after giving seven days' written notice to CLIENT, CONSULTANT may, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

L. TERMINATION

This Agreement may be terminated by either party for any reason or for convenience by either party upon seven (7) days written notice.

In the event of termination, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement.

M. CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

N. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

The CONSULTANT is an Equal Opportunity Employer and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

O. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Minnesota.
P. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the Minnesota District Court Rule 114 Roster, or if mutually agreed at time of dispute submittal, a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

Q. SURVIVAL

All obligations, representations and provisions made in or given in Section IV of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

R. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

S. SECTION 508 OF THE REHABILITATION ACT

All electronic Information Technology (IT) Procured, developed, maintained or used as part of this Contract shall comply with Section 508 standards.

T. FEDERAL CONTRACT PROVISIONS

The attached Federal Contract Provisions apply for Architectural/Engineering Professional Services funded under the Federal Airport Improvement Program (AIP). They are deemed part of this agreement and are incorporated herein.
SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: Blue Earth Municipal Airport

By: Mr. Rick Scholtes
Mayor

CONSULTANT: Bolton & Menk, Inc.

By: Ronald A. Roetzel, P.E.
Principal / Aviation Services Manager
EXHIBIT I
TO
PROFESSIONAL SERVICES CONTRACT
(DESIGN, BIDDING, CONSTRUCTION AND GRANT ADMINISTRATION SERVICES)

AIRFIELD PAVEMENT CRACK REPAIR
AND SRE BLOWER EQUIPMENT PURCHASE

BLUE EARTH MUNICIPAL AIRPORT

DESCRIPTION
The CONSULTANT agrees to provide Design Bidding, Construction and Grant Administration Services for the airfield pavement crack repair and assistance with the purchase of the SRE Blower all for the Blue Earth Municipal Airport (herein referred to as the Project).

I.A. BASIC SERVICES

TASK 1: AIRFIELD PAVEMENT CRACK REPAIRS

The Basic Services to be provided by the CONSULTANT are as follows:

1. DESIGN & BID ADMINISTRATION

1.1. Project Scoping

Consultant shall confer with the Sponsor on, and ascertain, project requirements, finances, schedules, and other pertinent matters and shall meet with FAA if needed and other concerned agencies and parties on matters affecting the project and shall arrive at a mutual understanding of such matters with the Sponsor. Meetings with the Sponsor shall also determine the need for topographical surveying and pavement/geotechnical testing. It is anticipated that there will be a maximum of 1 meeting with the Sponsor and/or the FAA, to review funding eligibility and project limits.

1.2. Project Meetings and Coordination with Sponsor, State, FAA, etc. Consultant shall coordinate with the subconsultants, sponsor, State, FAA and other applicable agencies to complete the work elements in Phase 1.

1.2.1. The task includes one meeting at the Airport, attended by the Project Manager. The Consultant will prepare for and conduct up to two (2) meetings at the Airport Sponsor to present the findings of the design phase and any alternatives and recommendations for the project. The result of the meeting(s) will be an agreed upon project design parameters to proceed forward with final construction documents.

1.2.2. Coordination with FAA, State, Local agencies, subconsultants, etc. The Consultant shall coordinate the project parameters and criteria with the project stakeholders.
including the FAA, State, Sponsor, and Project Manager.

1.2.3. This task includes one progress meeting per week will be held, one-hour in duration, with all design team members through the duration of the design phase.

1.3. Topographical Surveying (Not Required for this Project)

1.4. Aeronautical Survey

Unmanned Aerial Vehicles (UAVs) will be used to collect low altitude photography of the project area. These photographs will be processed into a high-resolution orthorectified imagery using photogrammetric techniques and software. All flights will be conducted by a Federal Aviation Administration (FAA) certified Remote Pilot Airman with a Small Unmanned Aircraft System rating and will be conducted in compliance with 14 CFR Part 107 (Small Unmanned Aircraft Regulations). Bolton & Menk has a team of experienced pilots that follow industry standards and best practices to ensure data quality. This data will be used to review and account for the crack repairs needed.

1.5. Geotechnical Investigation (Not Required for this Project)

1.6. Project Layout Sheet

Consultant shall complete a project layout sheet that will depict the proposed improvements. Part of the preliminary phase.

1.7. FAA Pavement Design Report and Form 5100 (Not required for this project)

1.8. Construction Safety and Phasing Plan (CSPP)

Consultant will complete FAA Form 7460-1 and the Construction Safety and Phasing Plan (CSPP), through FAA’s Obstruction Evaluation / Airport Airspace Analysis (OE/AAA) website portal. The 7460 form and CSPP will be prepared according to current FAA Guidelines.

1.9. Modification of Airport Design Standards

As needed, the Consultant will prepare a Request for Modification of Federal Construction Standards if found to be necessary for the project. The Mod to Standards will discuss modifications required under the Bid Packages. The Mod to Standards will be submitted to the Sponsor for acceptance. This document will be forwarded to the FAA for approval along with final plans, contract documents, specifications and the Pavement Design Report (if required).

1.10. Prepare Preliminary Plans, Specifications and Cost Estimate

Preliminary plans will be prepared for the Project. The plan sheets will be limited to those sheets necessary to carry-out the construction of the proposed project: Taxiway B Crack Repair. The following list of drawings will be used as a guideline. Additional drawings may be added during the design phase, if required.

General:

G-001 Cover Sheet, Sheet Index & Symbols

G-002 Legend & Abbreviations
G-003 General Notes
G-021 Project Layout Plan
G-041 Survey Control Plan
G-061 Project Quantity Tables
G-081 Construction Operations & Phasing Plan

Geotechnical:

B-051 Plan & Log of Soil Borings

Civil:

General

C-001 Civil Legend
C-021 Erosion Control Plans
   — C-031 Erosion Control Details
   — C-041 Storm Water Management Plans
C-051 Demolition Plans
   — C-061 Demolition Details
C-081 Geometrics
   — C-091 Existing Contours

Site

C-101 Grading & Drainage Plans
   — C-111 Taxiway Intersection Details
   — C-201 Plan & Profiles
   — C-301 Typical Sections
C-311 Paving Details
C-312 Project Layout
C-321 Jointing Plans
   — C-341 Jointing Details
   — C-361 Pavement Grooving Plan

Utility

C-401 Plan & Profiles
   — C-501 Details

Storm Sewer

C-441 Plan & Profiles
   — C-451 Drainage Details
   — C-461 Inlet Layout Plan

Marking

C-651 Marking Plans
   — C-671 Marking Details
   — C-681 Signing Plans
   — C-691 Signing Details
X-Sections
--- C-901 Cross Sections

Electrical:
--- E-101 Electrical Removals Plan
--- E-201 Electrical Layout Plan
--- E-301 Existing Signage Plan
--- E-311 Proposed Signage Plan
--- E-321 Sign Legend
--- E-401 Electrical Vault Layout
--- E-501 Wiring Diagrams
--- E-601 Electrical Details
--- E-701 NAVAIDS Details

1.10.1. Prepare Preliminary Specifications

1.10.2. The Consultant will assemble the technical specifications necessary for the intended work. Standard FAA specifications will be utilized where possible. Additional specifications will be prepared to address work items or materials that are not covered by the FAA specifications.

1.10.3. Prepare preliminary technical specifications

1.10.4. This work includes the preparation of standard and supplemental specifications, necessary to establish the construction requirements of the project. Standard specifications will be assembled and reviewed for relevancy to the project. In addition, supplement specifications will be included, where deemed necessary.

1.10.5. Prepare preliminary contract documents

The Consultant will prepare the preliminary contract documents including invitation for bids, instruction to bidders, proposal, equal employment opportunity clauses, construction contract agreement, performance bond, payment bond, State Requirements, Federal Requirements, Preliminary Bid Schedule, Wage Rates, and general provisions. Preparation will include establishing the location for the bid opening, dates for advertisement, and description of the work schedule. Preliminary contract documents will be prepared as early as possible during the design phase and submitted to the Owner for review by the Owner. Also review and incorporate the Sponsor’s general provisions and contract clauses, as required.

1.10.6. Prepare preliminary special provisions

The Consultant will prepare Special Provisions to address, or expand on, conditions that require additional clarification.

1.10.7. 90% Review Set

Following the completion of the preliminary plans and specifications, the Engineer will submit a set of drawings and specifications to the Sponsor for their review. The project will be reviewed with the FAA to obtain their concurrence with the preliminary design.

1.10.8. Prepare Preliminary Cost Estimate
Calculate estimated preliminary quantities for the various work items. Quantities will be consistent with the specifications and acceptable quantity calculation practices. Consultant will then use recent bid prices and industry standards to prepare a preliminary cost estimate.

1.11. Prepare Final Plans and Specifications and Cost Estimate

1.11.1. A final set of plans, specifications and contract documents will be prepared which incorporates revisions, modifications and corrections determined during the Sponsor’s review of the 90% submittal.

1.11.2. Prepare Final Cost Estimate

Using the final quantities calculated following the completion of the plans and specifications, the Consultant will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers, and other databases available.

1.12. Prepare Construction Management Plan (Not required for this project)

1.13. Prepare Disadvantaged Business Plan (DBE) (Not required for this project)

1.14. Prepare Advertisement for Bids and Bid Documents

Consultant shall prepare, reproduce and distribute a total of 10 sets of bidding documents for the project. Consultant will submit a copy to the Sponsor for distribution to the local and selected publications of the pending project. The Sponsor shall pay for the associated cost of advertising. In addition, electronic copies of the bid documents will be made available for download through the Quest Construction Document Network website (QuestCDN). The consultant will also keep a current list of plan holders and distribute this to interested parties upon request. This task includes coordination required to facilitate these requests.

1.15. Respond to Bidders Questions

During the bidding process, the Consultant will be available to clarify bidding issues with contractors and suppliers, and for consultation with the various entities associated with the project. This item also includes contacting bidders to generate interest in the project.

1.16. Prepare and Distribute Addendums

Consultant shall issue addenda as appropriate to interpret, clarify, or change the bidding documents as required by the Sponsor or the FAA. Addenda will be made available to the plan holders either through mail, electronic mail, hand delivering or via facsimile transmission. Any addenda that are generated as a sole result of the Sponsor’s error or omission will be considered as extra services and the Consultant shall be reimbursed for this effort as an amendment to this contract.

1.17. Bid Opening

The Consultant will attend the bid opening.

1.18. Bid Review and Bid Tabulation

Consultant shall advise Board as to the acceptability of any subcontractors, suppliers, and other persons and organizations proposed by the bidders and as to the acceptability of
substitute materials and equipment proposed by bidders. The Consultant shall prepare a spreadsheet that includes all bid items for the purpose evaluating the lowest bidder. The Consultant shall input the as-bid unit prices into the spreadsheet and to verify mathematical computations of the bids. The Consultant will then provide recommendations to the Sponsor as to the name of the Apparent Low Bidder.

1.19. Prepare Recommendation for Award

The Consultant will prepare a recommendation of award for the Sponsor to accept or reject the bids as submitted. If rejection is recommended, the Consultant will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project. Once the Contract Award is made the Consultant will distribute the bid tabulations on request of the Sponsor.

1.20. Prepare Grant Application

The Application may be prepared after the project design has been completed and the bids accepted, or the FAA may require the Application to be completed early during the design phase. Preparation of the Application will include the following:

- Prepare Federal Grant Preapplication Checklist
- Prepare FAA Form 5100-100 including Program Narrative, discussing the Purpose and Need of the Work and the Method of Accomplishment
- Prepare Project Schedule
- Prepare Project Costs Estimate and Funding Summary
- Prepare Exhibit
- Prepare Certification for Economic Necessity for Routine Pavement Maintenance Projects (Appendix A)
- Obtain photographs of project site to be submitted with application.

The Consultant will submit the Application to the Sponsor for approval and signatures. After obtaining the necessary signatures, the Sponsor will forward the signed Application to the FAA for further processing.

1.21. Environmental Review, CATEX

CONSULTANT will prepare a proposed actions graphic and Categorical Exclusion (CATEX) Checklist Form based upon FAA Orders 1050.1E and 5050.4B for the Project. CATEX Long Form (PPM 5050.20 Appendix C) will be prepared along with supporting research, analysis and documentation as required by the Federal Aviation Administration (FAA) for proposed Federal action. The following environmental impact categories will be evaluated during development of the CATEX:

- Environmental Resource Area Review for Potential Effects and Impact:
  - Air Quality
  - Archaeological
  - Biotic Communities
  - Coastal Resources
Other Required Environmental Considerations:

- Connected Actions
- Cumulative Actions
- Cumulative Impacts
- Environmental Laws
- Highly Controversial
- Community Disruption
- Relocation Housing
- Social Impact
- Similar Actions

Completion of the CATEX research, analysis, and documentation outlined in this agreement does not guarantee FAA environmental approval of the proposed project. Any additional environmental work requested (i.e. additional field reviews, consultation, preparation of EA) will be considered additional work beyond the scope of this agreement.

2. CONSTRUCTION ADMINISTRATION

2.1. Pre-Construction Meeting

Consultant will arrange for and conduct the pre-construction meeting. The Project Manager and the Resident Engineer will establish this meeting to review Local, State, Federal Aviation Administration (FAA) and project specific requirements prior to commencing construction. The meeting will be conducted at the Airport and will include the Sponsor/Owner, Mn/DOT (if available), Subconsultants, FAA ADO (if available), Contractor, Subcontractors and utility companies. This task will include:

- Scheduling the meeting, sending invitations, providing meeting materials and pre-meeting exhibit and material preparation.
- Obtain and review the project construction schedules from the contractor or contractors prior to presentation at the preconstruction meeting. The Owner should be provided copies of all construction schedules.
Prior to preconstruction meeting, furnish the name of the Project Engineer with qualifications for approval by the Owner. Project Engineer means Engineer as defined in Section 10 (Section 10-18) of the General Provisions of the construction documents.

Preside at the preconstruction meeting, prepare a detailed record of the meeting and submit to the Owner and all participants.

Provide Contractor with a list of required submittals to be provided by Contractor and discussed at the meeting.

Provide Contractor with additional copies of Construction Documents and digital data (Project Drawings) as requested.

2.2. Initial Construction Layout

The Consultant will perform initial survey work to establish construction limits, survey control, locations of barricades or construction signs. The construction control/verification survey subtask will include a survey crew to establish construction field control for the project. This will include establishment of horizontal and vertical control and construction staking as per the Project Manual.

2.3. Prepare Construction Management Plan (QAMP) [Only needed if the paving costs for the project is greater than $250,000] (Not required for this project)

2.4. Prepare Contract Manuals

The Consultant is required to check that the construction contracts are in order, verify Contractor has met DBE goals (or made valid good faith effort), Contractor has provided proof of insurance, the bonds have been completed, and the Owner, Contractor and applicable Agencies has been provided with adequate copies of the executed Contract Manual to include the Agreement and all addenda.

The Contract Documents will be updated to include all addenda items issued during bidding as necessary and adequate copies provided to the Contractor. Clerical will prepare the quantity sheets, field book, testing sheets, construction report format, etc. for use by the RPR.

2.5. Construction Management Services

The Consultant will provide Construction Administration Services the scope of which is based on the following:

- The Consultant and Client agree that construction engineering services furnished shall be to the extent necessary to determine compliance with plans and specifications, including necessary general supervision of Resident Project Representative Services authorized by the Client.

- The Consultant and Client agree that the Construction Engineering Services provided by the Consultant may be required to continue and exceed beyond the construction time element stated in the Client’s agreement with the construction Contractor. When the extent of these construction services beyond the control of the Consultant occurs, the Client agrees that Consultant will be reimbursed for additional Construction Engineering Services in excess of the specified construction time period at a mutually acceptable fee negotiated at the time all the pertinent circumstances are known.
Nothing herein shall be construed as imposing upon the Consultant’s responsibility for the construction means, methods, techniques, sequences, safety programs, and procedures used by contractors.

The Consultant agrees that Resident Project Representative services furnished under this Contract shall be to observe the work and to determine compliance with the plans and specifications, including representing the Client in coordination of construction activities among contractors and between contractors and utilities, and to accommodate the reasonable requirements of the Client on and around areas of construction.

When the Consultant is on the site, documentation will be maintained regarding construction progress and delays, quantities and percentages of work, tests performed, observations made and work accepted, problems encountered and instructions given to contractors, field changes and adjustments approved, and other records required or otherwise necessary to maintain a record of the work.

The Consultant agrees to provide Construction Administration Services that include the following:

2.5.1. Check and monitor construction activities and certify that all project work completed under observation of the Resident Project Representative is in substantial compliance with the plans, specifications and contract documents including any modifications by Change Order or otherwise, that all required tests were performed, and that such work is recommended for acceptance.

2.5.2. Provide interpretation of plans and specifications as requested.

2.5.3. Supervise and coordinate Subconsultant contracts for field observation and testing.

2.5.4. Review shop drawings and certificates submitted by contractors for compliance with design concepts, as required by the applicable sections of the technical specifications.

2.5.5. Review all periodic and final pay requests and explanation of variation between Contract and final quantities prepared by Resident Project Representative. Coordinate Contractor approval and signature and submit to Client for approval.

2.5.6. Review weekly Construction Progress and Inspection Reports (FAA Form 5370-1) as prepared by Resident Project Representative and submit to Owner and applicable Agencies.

2.5.7. Prepare, review and process Field Orders, Change Orders to include a cost estimate, cost/price analysis, record of negotiations, review and evaluation of “Contractor’s Request for Extension of Contract Time” and make recommendations regarding approval to the Client. Notify the Contractor that no work can start until approved by the Client.

2.5.8. Coordinate and meet with the Client for consultation and advice during construction to include conducting construction progress meetings. Coordinate with Owner’s Representative including:
   
   o Review and evaluate “Contractor’s Request for Extension of Contract Time” and submit recommendations to the Client.

   o Meet with the Client for consultation and advice during construction.

2.5.9. Coordinate on-site inspections of construction as requested. Make recommendations for acceptance or modification of work.
2.5.10. Monitor that all testing required by the specifications is performed. Review and approve all materials reports prepared by the Resident Project Representative and/or Subconsultants.

2.5.11. Maintain record drawings from redline or working drawings prepared by Resident Project Representative as accumulated during the course of construction to show “Record Drawing” conditions.

2.5.12. Retain and review payroll reports of each contractor and subcontractor and monitor Contractor’s compliance with paying employees as per established State Prevailing Wages and/or Federal Davis Bacon requirements.

2.5.13. Monitor Contractor’s compliance with Disadvantaged Business Enterprise (DBE) program (i.e. determine that the firms on the job are as stated in the plan. Determine that the volume of work and equipment used complies with the plan.) Report deviations to the Sponsor.

2.6. Resident Project Representative (RPR)

The Client as part of this agreement authorizes Resident Engineering Services and the Consultant agrees to provide a Resident Project Representative, materials acceptance testing, and staking services in the execution of the Construction Engineering Services for the project work. The Client and Consultant agree that the Consultant may employ the Resident Project Representative on other work during periods of temporary job shutdown when such services are not required by this project. Normally, the Resident Project Representative will give intermittent part-time service on this project when construction is in progress to include temporary interruptions due to weather or mechanical failure.

For this Project Part-Time Resident Project Representative services will be provided. It is anticipated the Project will be completed within **10 Working Days**. This will include four (1) field visit by the Project Manager.

Resident Project Representative Services shall be completed in accordance with the attached Exhibit I-1, and shall include, but are not limited to, the following:

2.6.1. Coordinate with the Testing Subconsultant to perform acceptance tests required to be provided by the Client in the construction Contract Documents.

2.6.2. Coordinate with Contractor regarding schedule, work progress, quality of work, and notify contractor of equipment and methods which do not comply with the Contract requirements. The Resident Project Representative shall notify the Client in the event that the Contractor elects to continue the use of questioned equipment and methods. Conduct wage rate interviews and provide to Project Engineer.

2.6.3. Maintain daily records of the Contractor’s progress and activities during construction, to include progress of all work. These records document work in progress, quality and quantity of materials delivered, test locations and results, instructions provided the Contractor, weather, equipment use, labor requirements, safety problems, and changes required.

2.6.4. Evaluate and discuss potential Field Orders and Change Orders with the Contractor as necessary.

2.6.5. Evaluate possible material substitutions as requested by the Contractor.

2.6.6. Prepare, process and distribute to Project Engineer weekly Construction Progress and
Inspection Reports (FAA Form 5370-1).

2.6.7. Measure and compute as-built quantities of all materials incorporated in the work and items of work completed and maintain an item record account.

2.6.8. Prepare periodic Pay Requests for review by the Project Engineer and Contractor.

2.6.9. Monitor the contractor’s compliance with airport operations to include coordination with airport manager, hangar owners and airport users and with the Construction Safety Phasing Plan (CSPP).

2.6.10. Attend and participate in construction progress meetings.

2.6.11. Coordinate the necessary construction staking/layout schedule as needed by the Contractor.

2.6.12. Perform other services as reasonably required by the Client and as outlined in the Contract Documents.

2.7. Final Inspection and Documentation

2.7.1. Final Inspection

The Consultant will schedule and conduct a final inspection with the Sponsor, Contractor, State and FAA representatives to determine whether the project has reached substantial completion and the work is in accordance with the plans and specifications. The Consultant will document items found to be deficient.

2.7.2. Final Punch List

The Consultant will prepare a punch list correspondence including the deficient items and will forward this correspondence to the Contractor requiring correction of the items and request a schedule for completion. The Consultant will send a copy to the Sponsor and include a copy in the Grant Closeout Report.

2.7.3. Final Construction Certifications

2.7.4. Once all the punch list items have been completed to the satisfaction of the Sponsor, State and FAA, the Consultant will prepare a Certification of Construction Acceptance for the project. This certification will also be included in the Grant Closeout Report. Assemble documentation for the project closeout report once the project is complete. This will include gathering all construction documentation, supplemental agreements (if applicable), weekly reports, pay requests, testing result summaries, final certification documentation, and change orders in preparation for closeout.

2.8. As-Built Plans and Equipment Manuals and Materials Book

2.8.1. The project team will collaboratively assemble a set of as-built plans for the project. The as-built plans will include field constructed conditions included as part of this Project including any field surveying required to compute final quantities and the drawings will become record information. The Consultant shall provide Owner with two (2) sets of reproducible “Record Drawings” in both digital and hardcopy format.

2.8.2. The project team will collaboratively assemble equipment manuals and materials book for the Project. The materials book will include an accounting for all quality acceptance testing performed as part of this project. This will include a summary of passing tests as well as failing tests and corrective measures taken to in order to achieve satisfactory results. Two copies of these documents will be distributed to
2.9. Prepare Construction Management Report (Not required for this project)

2.10. Update Airport Layout Plan (Not required for this project)

2.11. Project Closeout

Prepare the closeout documentation in accordance with the AIP Sponsor Guide Section 1600. The CONSULTANT may prepare the closeout document within 90 days of final payment to the contractor. Closeout documentation shall include, but may not be limited to, the following:

a. Sponsor Cover Letter
b. Final Project Cost Summary
c. Final SF-271 Form, Outlay Report and Request for Reimbursement for Construction Projects
e. Final Construction Report
f. Record Drawings

Assemble documentation for the project closeout report once the project is complete. This will include gathering all construction documentation, supplemental agreements (if applicable), weekly reports, pay requests, testing result summaries, final certification documentation, and change orders in preparation for grant closeout. The closeout report elements include a project summary, final certifications, summary of grant payments, and outlay report. This work includes preparation of the report, coordination with the Airport, State, and FAA for review, and preparation of final documents for Airport approval. The CLIENT will furnish copies of all administrative costs, as well as paperwork related to previous grant reimbursement (drawdown) requests.

**TASK 2: SRE BLOWER PURCHASE ASSISTANCE**

**Scope of Services:**

1. **Project Meetings**
   
   This work will include up to two (2) meetings with FAA to review the eligibility of SRE equipment at SBU.

2. **Grant Preapplication**
   
   Preparation of the Application will include the following:
   
   - Prepare Federal Grant Preapplication Checklist
   - Evaluate and Prepare justification for SRE Equipment at SBU including the following:
   - Review the existing equipment inventory for year purchased, grant funds and determine the existing carrier vehicle(s) according to AIP Handbook
   - Complete the FAA Snow Removal Equipment Calculator worksheet
   - Assist with valuing existing equipment and make a determination of reimbursement according to Table 5-39 of the AIP Handbook
   - Determine equipment sizing according to AC 150/5220-20 and write up justification
• Prepare FAA Form 5100-100 including Program Narrative, discussing the Purpose and Need of the Work and the Method of Accomplishment

• Prepare Project Schedule

• Prepare Project Costs Estimate and Funding Summary

• The Consultant will submit the preapplication to the Sponsor for approval and signatures. After obtaining the necessary signatures, the Consultant will forward the signed preapplication to the FAA for further processing on behalf of the Sponsor.

3. Equipment Quotes Review
   Work with the Airport Manager, FBO and equipment suppliers and request for quote for the desired equipment. Review the quote for Buy American requirements and FAA painting scheme. Work with supplier to acquire the necessary certifications for Buy American criteria.

4. Grant Application
   The Consultant will compile the final Grant Application to be submitted by the Sponsor.

5. Grant Closeout
   Prepare the closeout documentation in accordance with the AIP Sponsor Guide Section 1600. The Consultant may prepare the closeout document within 90 days of final payment to the contractor.

I.B.  ADDITIONAL SERVICES
Consulting services performed other than those authorized under Section I.A. shall not be considered part of the Basic Services and may be authorized by the Sponsor as Additional Services. Additional Services consist of those services, which are not generally considered to be Basic Services; or exceed the requirements of the Basic Services; or are not definable prior to the commencement of the project; or vary depending on the technique, procedures or schedule of the project contractor. Additional services may consist of the following:

1. Additions to the project outside of this scope.
2. Any construction surveying required for the Project.
3. Additional geotechnical investigation required for the Project.
4. Hosting a pre-bid meeting.
5. Update Airfield Signage Plans.
6. Additional Field Investigation required beyond those specified.
7. Completion of additional special studies not identified in Section I.A.
8. Periodic completion of grant reimbursement requests (i.e. Credit Applications).
9. Attendance of additional meetings beyond those identified in the above scope.
10. All other services not specifically identified in Section I.A.
FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

All references made herein to “Contractor”, “Prime Contractor”, “Bidder”, “Offeror”, and “Applicant” shall pertain to the Architect/Engineer (A/E).

All references made herein to “Subcontractor”, “Sub-tier Contractor” or “lower Tier Contractor” shall pertain to any subconsultant under contract with the A/E.

All references made herein to “Sponsor” and “Owner” shall pertain to the state, city, airport authority or other public entity executing contracts with the A/E.

ACCESS TO RECORDS AND REPORTS

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL
Reference: 49 USC § 47123

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCE
Reference: 49 USC § 47123 and FAA Order 1400.11

A) Title VI Solicitation Notice

The (Name of Sponsor), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
B) Title VI Clauses for Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4) **Information and Reports:** The contractor will provide all information and reports required by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5) **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
   a. Withholding payments to the contractor under the contract until the contractor complies; and/or
   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
C) Title VI List of Pertinent Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR part 26

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

ENERGY CONSERVATION REQUIREMENTS

Reference: 2 CFR § 200, Appendix II (H)

Contractor and each subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
RIGHT TO INVENTIONS

Reference: 2 CFR § 200 Appendix II (F) and 37 CFR §401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

SEISMIC SAFETY

Reference: 49 CFR part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TAX DELINQUENCY AND FELONCY CONVICTION

Reference: Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76) and DOT Order 4200.6

Certification - The applicant represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Certification - The applicant represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.
TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104 and 49 CFR part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R. and

c) has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

a) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or

b) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or

c) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.
VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $3,500

DISTRACTED DRIVING

Reference: Executive Order 13513 and DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $10,000

TERMINATION OF CONTRACT

Reference: 2 CFR § 200 Appendix II (B)

Termination for Convenience

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination by Default

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating
the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1) Perform the services within the time specified in this contract or by Owner approved extension;
2) Make adequate progress so as to endanger satisfactory performance of the Project;
3) Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:

1) Defaults on its obligations under this Agreement;
2) Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3) Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner’s breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.
PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, and DOT Order 4200.5

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1) Checking the System for Award Management at website: https://www.sam.gov.
2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR § 200 Appendix II (E)

1) Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3) Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any
other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4) **Subcontractors.**

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

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**LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

Reference: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II (J); and 49 CFR part 20, Appendix A

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1) **No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.**

2) **If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.**

3) **The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.**

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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P
ROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $150,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II (A)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL

Reference: 2 CFR § 200 Appendix II (G)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed $150,000.
TO: City of Blue Earth    PROJECT: City Offices Carpet Replacement (Carpet Tile)    DATE: 1/10/2020

JOB SUMMERY:

Replace existing carpet in 3 offices with carpet tile.

MATERIALS: - 24"x24" Mohawk EnviroStrand SD PET carpet tile / 4" vinyl wall base (west office only) / floor patch / all necessary adhesives and sealers to meet product specifications.

*LABOR: Take up, hall away and disposal of existing carpet. Shop vac & clean sub-floors. Level, patch & prep sub-floor, as needed. Full spread glue-down installation of carpet tile. Install coordinating rubber transition in bathroom doorway. Install new, coordinating, 4" vinyl wall base in west office.

* Moving of furniture, file cabinets, desks, etc. is not included. Rooms to be cleared out ahead of project dates (installation can be done one room at a time, if needed)

**TOTAL (tax included): $4,875.00

Terms: ½ Down – Balance due upon completion of job

**In the event that the gypcrete sub-floor comes up in in spots, during removal of existing carpet, please allow an additional $150 - $600 (depending on severity) for sub-floor repair work expenses

Date_________________Acceptance Signature_______________________________
Attached you will find our bid for new carpet tile in the 3 offices I measured yesterday. I am thinking they had wood base board so I did not include vinyl base. This includes a deck that is a great quality for the price. For another $300 you would have alot of other styles to choose from. When ever you may want to check out the deck I have specified you are welcome to it. And as always, let me know if you have any questions!
Thank you for this opportunity!
Julie

Julie Loge

Dikken's Furniture & Decorating Inc.

109 South Main Street
Blue Earth, MN 56013
PH. 507.526.3893
**Dikken's Furniture & Decorating, Inc.**

109 South Main Street • Blue Earth, MN 56013  
Ph: 507-526-3893 • dikkens@bevcomm.net  
www.dikkens.net  

**DATE:** 1-10-20  

**Name:** City of Blue Earth - estimate  

**Address:** 3 offices +davis@beacity.org  

<table>
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<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Price</th>
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<tr>
<td>24&quot; X 24&quot; Carpet Tile - #54872</td>
<td></td>
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</tr>
<tr>
<td>Tear out of old carpet</td>
<td></td>
<td></td>
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<tr>
<td>Prep floor</td>
<td></td>
<td></td>
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<tr>
<td>Install new Carpet and transitions</td>
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<td>5275</td>
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* Does not include disposal of old  
* Does not include unforeseen major floor prep  
* Price guaranteed for 30 days  

100% Solution dyed Nylon  
16 oz  
10 year Commercial Warranty  
Stretaworx backing

**Finance Charge of 1 1/2% per month.**  
**Returns must be made within 30 days, no returns on sale items.**  

Sales Tax  
Total
PERSONNEL POLICY

Adopted: February 6, 1996

Revised: June 25, 1996
Revised: July 16, 1996
Revised: August 4, 2003
Revised: January 1, 2004
Revised: July 6, 2004
Revised: November 15, 2004
Revised: December 20, 2004
Revised: December 5, 2005
Revised: September 18, 2006
Revised: January 16, 2007
Revised: January 28, 2008
Revised January 1, 2009
No Revision: January 2010
Rewritten December 2012
Revised: April 2018
INTRODUCTION

Purpose
The purpose of these policies is to establish a uniform and equitable system of personnel administration for employees of the City of Blue Earth. They should not be construed as contract terms. The policies are not intended to cover every situation that might arise and can be amended at any time at the sole discretion of the City. These policies supersedes all previous personnel policies.

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

Scope
These policies apply to all employees of the City. Except where specifically noted, these policies do not apply to:
1. Elected Officials;
2. City Attorney;
3. Members of City Boards, Commissions and Committees;
4. Consultants and Contractors;
5. Volunteers, except as specifically noted for paid per-call-firefighters.

If any specific provisions of the Personnel Policies conflict with any current union agreement or civil service rules, the union agreement or civil service rules will prevail. Any policy or portion thereof, that does not conflict with a labor agreement, will remain in full force and effect and will continue to govern the actions of all covered employees.

Nothing in these policies is intended to modify or supersede any applicable provision of state or federal law.

Any provisions contained between the City, City Administrator, and the Economic Development Director shall be exempt from any of these provisions which are in direct conflict.

Departments may have special work rules deemed necessary by the supervisor and approved by the City Administrator for the achievement of objectives of that department. Each employee will be given a copy of such work rules by the department upon hiring and such rules will be further explained, and enforcement discussed with the employee by the immediate supervisor.

EEO Policy Statement
The City of Blue Earth is committed to providing equal opportunity in all areas of employment, including but not limited to hiring, demotion, transfer, recruitment, selection, lay-off, disciplinary action, termination, compensation and selection for training. The City of Blue Earth will not discriminate against any employee or job applicant on the basis of race, color, creed, religion, national origin, ancestry, sex, sexual orientation, gender identity, disability, age, marital status, genetic information status with regard to public assistance, veteran status, familial status, membership on a local human rights commission, or lawful participation in the Minnesota Medical Cannabis Patient Registry.

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

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

**News Releases**

Formal news releases concerning municipal affairs are the responsibility of the City Administrator. All media interviews must be approved by the City Administrator before the interview. All contacts with the media should be reported to the City Administrator as soon as practicable.

No City employee is authorized to speak on behalf of the City without prior authorization from the City Administrator or his/her designee.

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

**Personal Communications and Use of Social Media**

It is important for city employees to remember that the personal communications of employees may reflect on the city, especially if employees are commenting on city business. The following guidelines apply to personal communications, including various forms such as social media (Facebook, Twitter, blogs, YouTube, etc.), letters to the editor of newspapers, and personal endorsements:

- Remember what you write, or post is public, and will be so for a long time. It may also be spread to large audiences. Use common sense when using email or social media sites. It is a good idea to refrain from sending or posting information or photos you would not want your boss or other employees to read, or you would be embarrassed to see in the newspaper. Keep in mind harassment, bullying, threats of violence, discrimination, or retaliation that would not be permissible in the workplace is not permissible between co-workers online, even if it is done after hours, from home and on home computers.

- The City of Blue Earth expects its employees to be fair, courteous, and respectful to supervisors, co-workers, citizens, customers, and other persons associated with the city. Avoid using statements, photographs, video or audio that reasonably may be viewed as malicious, obscene, threatening or intimidating, disparaging, or might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone’s reputation or posts that could contribute to a hostile work environment on the basis of sex, race, national origin, age, color, creed, religion, disability, marital status, familial status, veteran status, sexual orientation, gender identity, or gender expression, status with regard to public assistance or membership or activity in a local human rights commission.

- If you publish something related to city business, identify yourself and use a disclaimer such as, “I am an employee of the City of Blue Earth. However, these are my own opinions and do not represent those of the City of Blue Earth.”

- City resources, working time, or official city positions cannot be used for personal profit or business interests, or to participate in personal political activity. Some examples: a building inspector could not use the city’s logo, email, or working time to promote his/her side business as a plumber; a parks employee should not access a park after hours even though he or she may have a key; a clerk, while working at City Hall, should not campaign for a friend who is running for City Council.
• Personal social media account name or email names should not be tied to the city (e.g., City of Blue Earth Cop).

CITYWIDE WORK RULES & CODE OF CONDUCT

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

The following are job requirements for every position at the City of Blue Earth. All employees are expected to:
• Perform assigned duties to the best of their ability at all times.
• Render prompt and courteous service to the public at all times.
• Read, understand and comply with the rules and regulations as set forth in these Personnel Policies as well as those of their departments.
• Conduct themselves with decorum toward both residents and staff and respond to inquiries and information requests with patience and every possible courtesy.
• Report any and all unsafe conditions to the immediate supervisor.
• Maintain good attendance while meeting the goals set by an employee’s supervisor.

Attendance & Absence
The operations and standards of service in the City of Blue Earth require that employees be at work unless valid reasons warrant absence. In order for a team to function efficiently and effectively, employees must fully understand the goals that have been set for them and the time required to be on the job. Understanding attendance requirements is an essential function of every city position.

Employees who are going to be absent from work are required to notify their supervisor as soon as possible in advance of the absence. In case of unexpected absence, employees should call their supervisor before the scheduled starting time. If the supervisor is not available at the time, the employee should leave a message that includes a telephone number where he/she can be reached and/or contact any other individual who was designated by the supervisor. Failure to use established reporting process will be grounds for disciplinary action. Departments may establish more specific reporting procedures.

The employee must call the supervisor on each day of an absence extending beyond one (1) day unless arrangements otherwise have been made with the supervisor. Employees who are absent for three (3) days or more and who do not report the absence in accordance with this policy, will be considered to have voluntarily resigned not in good standing. The city may waive this rule if extenuating circumstances warranted such behavior. This policy does not preclude the city from administering discipline for unexcused absences of less than three (3) days.

Access to and Use of City Property
Any employee who has authorized possession of keys, tools, cell phones, pagers, or other City-owned equipment must register his/her name and the serial number (if applicable) or identifying information
about the equipment with his/her supervisor. All such equipment must be turned in and accounted for by any employee leaving employment with the City in order to resign in good standing.

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

Appearance
Departments may establish dress codes for employees as part of departmental rules. Personal appearance should be appropriate to the nature of the work and contacts with other people and should present a positive image to the public. Clothing, jewelry or other items that could present a safety hazard are not acceptable in the workplace.

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

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

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

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

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

Smoking of any kind, including pipes, cigars, cigarettes, vaping with e-cigarettes, and the use of chewing tobacco is prohibited for employees while on duty. Employees 18 and over are allowed to smoke only during their breaks and lunch, and only in areas designated for that purpose.
DEFINITIONS
For purposes of these policies, the following definitions will apply:

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

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

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

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

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

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

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

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

**Fiscal Year**
The period from January 1 to December 31

**Full-time Employee**
Employees who are required to work forty (40) or more hours per week year-round in an ongoing position

**Hours of Operation**
The City’s regular hours of operation are Monday through Friday, from 8:00 a.m. to 5:00 p.m. but may vary by department and work assignment.
Management Employee
An employee who is responsible for managing a department or division of the City.

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

Part-time Employee
Employees who are required to work less than thirty (30) hours per week year-round in an ongoing position

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

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

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

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

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

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

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

Training Period
A six-month period at the start of employment with the City (or at the beginning of a promotion, reassignment or transfer) that is designated as a period within which to learn the job. This is not the case with Management or Police hires, for those individuals the training period is one year. The training period is the last part of the selection process.
Transfer
Movement of an employee from one City position to another of equivalent pay

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

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

EMPLOYEE RECRUITMENT & SELECTION

Scope
The City Administrator, Mayor, or a designee will manage the hiring process for positions within the City. While the hiring process may be coordinated by staff, the appointments to municipal positions shall be made by the appointing authority, or their designee(s) upon the recommendation of the City Administrator. The City Administrator is responsible for the final hiring decision and must approve all hires to City.

All hires will be made according to merit and fitness related to the position being filled.

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

Application for employment will generally be made 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. The deadline for application may be extended by the City Administrator.

Position vacancies may be filled as needed with the approval of the City Council. The City Council will approve all new management appointments. Pay rate adjustments, if any, will be determined by the City Council.

Testing and Examinations
Applicant qualifications will be evaluated in one or more of the following ways: training and experience rating; written test; oral test or/and interview; performance or demonstrative test; physical agility test, or other appropriate job-related exam.
Internal recruitments will be open to any City employee who: (1) has successfully completed the initial training period; (2) meets the minimum qualifications for the vacant position; and (3) currently is and for the past year has been in good standing with the City.

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

**Pre-Employment or Return to Work Medical Exams**
The City Administrator or designee may determine that a pre-employment medical examination, which may include a psychological evaluation, is necessary to determine fitness to perform the essential functions of any City position. Where a medical examination is required, an offer of employment is contingent upon successful completion of the medical exam.

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

All Public Works employees (Street Department and WWTP personnel) must be referred to City Administration for a Work Well Pre and Return to Work Screen in each of the following instances:

1) Before approved to begin work for new hires
2) If the employee is returning to work after an absence of thirty days or more (other than vacation); or
3) If the employee has suffered an on-duty injury
4) If the employee has undergone surgery or a medical operation; or
5) If the employee has been hospitalized for any reason; or
6) If the employee has suffered an off-duty injury

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

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

The above-mentioned situations and criteria should not be regarded as a comprehensive list of situations requiring a Work Well Return to Work or Pre-Employment Screening. The City reserves the right to require a Work Well Screening or any other examination it deems necessary for any employee in connection with any absence.
Selection Process
The selection process will be a cooperative effort between the City Administrator or designee and the hiring supervisor. Any, all or none of the candidates may be interviewed.

The process for hiring seasonal and temporary employees may be delegated to the appropriate supervisor. Except where prohibited by law, seasonal and temporary employees may be terminated by the supervisor at any time.

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

Training Period
The training period is an integral part of the selection process and will be used for the purpose of observing the employee’s work and for training the employee in work expectations. Training periods apply to new hires, transfers, promotions and rehires. Training periods are six months or longer in duration.

Employment of Minor
An individual must be sixteen (16) years of age or older to be employed by the City of Blue Earth. Age certificates or documents verifying an individual’s age, will be required if an employee’s age is in question.

A minor under age of eighteen (18) may not be employed under certain conditions and may not perform certain occupations.

An individual must be sixteen (16) years or older to operate City owned equipment and hold a valid driver’s license.

ORGANIZATION

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

A job description is prepared for each position within the City. Each job description will include: position title, department, supervisor’s title, FLSA status (exempt or nonexempt), primary objective of the position, essential functions of the position, examples of performance criteria, minimum requirements, desirable training and experience, supervisory responsibilities (if any), and extent of supervisory direction or guidance provided to position. Good attendance and compliance with work rules and policies are essential functions of all City positions.

Prior to posting a vacant position, the existing job description is reviewed by the City Administrator or designee and the hiring supervisor to ensure that the job description is an accurate reflection of the position and that the stated job qualifications do not present artificial barriers to employment.
A current job description is provided to each new employee. Supervisors are responsible for revising job descriptions as necessary to ensure that the position’s duties and responsibilities are accurately reflected. All revisions are reviewed and must be approved by the City Administrator.

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

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

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

**HOURS OF WORK**

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

**Core Hours**
To ensure employee availability and accountability to the public the city serves, all full-time employees (exempt and non-exempt) are to be at work or available to the public and co-workers during the hours of 9 a.m. to 3:30 p.m., Monday through Friday, unless away from the work site for a work-related activity or on approved leave.

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

Employees working in city buildings will normally take their break at the place provided for that purpose in each building. Employees working out-of-doors will normally take their break at the location of their work or their work assigned building. Employees whose duties involve traveling throughout the city may stop along the assigned route at a restaurant or other public accommodation for their fifteen (15) minute break. Exceptions must be approved by the supervisor or city administrator.
Departments with unique job or coverage requirements may have additional rules, issued by the supervisor and subject to approval of the City Administrator, on the use of meal breaks and rest periods.

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

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

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

**COMPENSATION**

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

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

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

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

The city cannot retaliate against an employee for disclosing his/her own wages. An employee’s remedies under the Wage Disclosure Protection Law are to bring a civil action against the city and/or file a complaint with the Minnesota Department of Labor and Industry at (651) 284-5070 or (800) 342-5354.
Any Office Specialist that records minutes for the Regular or Special Council meetings will receive compensation at the rate of 1 ½ times their rate of pay for the hours during the meeting.

Paychecks
Paychecks are issued every two weeks. Employees are responsible for notifying City Administrator of any change in status including changes in address, phone number, names of beneficiaries, marital status, etc.

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

Time Reporting
Full-time, non-exempt employees are expected to work 40 hours per workweek and will be paid according to the time reported on their time sheets. To comply with the provisions of the federal and state Fair Labor Standards Acts, hours worked, and any leave time used by non-exempt employees are to be recorded daily and submitted to payroll on a biweekly basis. Each time reporting form must include the signature of the employee and immediate supervisor. Reporting false information on a time sheet may be cause for immediate termination.

Overtime / Compensatory Time
The City of Blue Earth has established this overtime policy to comply with applicable state and federal laws governing accrual and use of overtime. The City Administrator will determine whether each employee is designated as “exempt” or “non-exempt” from earning overtime. In general, employees in executive, administrative and professional job classes are exempt; all others are non-exempt.

Non-Exempt (Overtime-eligible) Employees
All overtime-eligible employees will be compensated at the rate of time and one-half for all hours worked over 40 in one workweek. Vacation, sick leave and paid holidays do not count toward “hours worked”. Compensation will take the form of either time and one-half pay or compensatory time. Compensatory time is paid time off at the rate of one and one-half hours off for each hour of overtime worked.

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

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

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

At the City’s discretion, compensatory time may be substituted in lieu of overtime pay. The maximum compensatory time accumulation for any employee is 40 hours per year. Once an employee has earned
40 hours of compensatory time in a calendar year, no further compensatory time may accrue in that calendar year. All further overtime will be paid. Employees may request and use compensatory time off in the same manner as other leave requests.

All compensatory time will be marked as such on official timesheets, both when it is earned and when it is used. The Finance Department will maintain compensatory time records. All compensatory time accrued will be paid when the employee leaves city employment at the hourly pay rate the employee is earning at that time.

**Exempt (non-overtime-eligible) Employees**

Exempt employees are expected to work the hours necessary to meet the performance expectations outlined by their supervisors. Generally, to meet these expectations, and for reasons of public accountancy, an exempt employee will need to work 40 or more hours per week. Exempt employees do not receive extra pay for the hours worked over 40 in one workweek.

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

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

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

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

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

**Leave Policy for Exempt Employees**

Management employees are required to work the number of hours necessary to fulfill their responsibilities including evening meetings and/or on-call hours. The normal hours of business for management staff are Monday through Friday, 8 a.m. to 5 p.m., plus evening meetings as necessary.

Management employees are required to use paid leave when on personal business or away from the office for four (4) hours or more, on a given day.

Absences of less than four (4) hours do not require use of paid leave as it is presumed that the staff member regularly puts in work hours above and beyond the normal 8 a.m. to 5 p.m. Monday through Friday requirement. Management employees must communicate their absence to the City Administrator or his/her designee.

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 will be handled as a performance issue. If it appears that less than forty (40) hours per week is needed to fulfill the position’s responsibilities, the position will be reviewed to determine whether a part-time position will meet the needs of the City. Additional notification and approval requirements may be adopted by the City Administrator for specific situations as determined necessary.

All exempt positions, whether or not management, may require work beyond forty (40) hours per week. In recognition for working extra hours, these employees may take some time off during their normal working hours with supervisory approval. The time off for extra hours will not be on a one-for-one basis.

**PERFORMANCE REVIEWS**

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

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

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

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

**BENEFITS**

**Health and Life Insurance**
The City will contribute a monthly amount toward group health and life insurance benefits for each eligible employee and his/her dependents. The amount to be contributed and the type of coverage will be determined annually by the City Council. For information about coverage and eligibility requirements, employees should refer to the summary plan description or contact the City Administrator.

**Retirement**
The City participates in the Public Employees Retirement Fund (PERA) to provide pension benefits for its eligible employees to help plan for a successful and secure retirement. Participation in PERA is mandatory for most employees, and contributions into PERA begin immediately. The City and the employee contribute to PERA each pay period as determined by state law. Most employees are also required to contribute a portion of each pay check for Social Security and Medicare (the City matches the employee’s social security and Medicare withholding). For information about PERA eligibility and contribution requirements contact the City Administrator.

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

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

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

When a holiday falls on a Sunday, the following Monday will be the “observed” holiday and when a holiday falls on a Saturday, the preceding Friday will be the “observed” holiday for City operations/facilities that are closed on holidays.
Full-time employees will receive pay for official holidays at their normal straight time rates, provided they are on paid status on the last scheduled day prior to the holiday and first scheduled day immediately after the holiday. Any employee on a leave of absence without pay from the City is not eligible for holiday pay.

Premium pay of 1.5 times the regular hourly wage for employees required to work on a holiday will be for hours worked on the “actual” holiday as opposed to the “observed” holiday.

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

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

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

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

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

• Full-time employees will accumulate sick leave at a rate of eight (8) hours per month, up to 800 hours. Once a non-union employee accrues 800 hours of sick leave and does not use any sick leave in the next six (6) months shall receive eight hours to be used in the same manner as vacation.
• Part-time employees regularly scheduled to work at least 30 hours per week will accrue sick leave on a pro-rated basis of the full time employee schedule. Employees who work an annual average of thirty (30) to thirty-nine (39) hours per week will receive sick leave benefits based on thirty (30) hour work week.
• Part-time employees regularly scheduled to work fewer than 30 hours per week will not earn or accrue sick leave.
• Temporary and seasonal employees will not earn or accrue sick leave.
• Sick leave may be used only for days when the employee would otherwise have been at work. It cannot be used for scheduled days off. Sick leave cannot be given away or traded.

Sick leave may be used as follows:
• When an employee is unable to perform work duties due to illness or disability (including pregnancy).
• For medical, dental or other care provider appointments.
• When an employee has been exposed to a contagious disease of such a nature that his/her presence at the work place could endanger the health of others.
• To care for the employee’s injured or ill children, including stepchildren or foster children, for such reasonable periods as the employee’s attendance with the child may be necessary.
• To take children, or other family members to a medical, dental or other care provider appointment.
• To care for an ill spouse, father, mother, sister or brother.

Pursuant to Minn. Stat. §181.9413, eligible employees may use up to 160 hours of sick leave in any 12-month period for absences due to an illness of or injury to the employee’s adult child, spouse, sibling, parent, grandparent, stepparent, parent-in-law (mother-in-law and father-in-law), and grandchild (includes step-grandchild, biological, adopted, or foster grandchild).

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

To be eligible for sick leave pay, the employee will:
• Communicate with his/her immediate supervisor, as soon as possible after the scheduled start of the work day, for each and every day absent;
• Keep his/her immediate supervisor informed of the status of the illness/injury or the condition of the ill family member;
• Submit a physician’s statement upon request.

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

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

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

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

Employees must normally use sick leave prior to using paid vacation, or compensatory time and prior to an unpaid leave of absence during a medical leave.

Sick leave will normally not be approved after an employee gives notice that he or she will be terminating employment. Exceptions must be approved by the City Administrator.
Sick leave cannot be transferred from one employee to another. Earned sick leave has no cash value upon termination or retirement. There is no maximum accumulation for sick leave.

**Vacation Leave**

**Eligibility**
Vacation leave may be used as earned, subject to the approval of the department head and the City Administrator. Vacation for non-police personnel is accrued as follows. Full-time employees will earn vacation leave in accordance with the below schedule.

**Vacation Leave Schedule**

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Annual Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-4</td>
<td>80 Hours</td>
</tr>
<tr>
<td>5 – 9</td>
<td>96 Hours</td>
</tr>
<tr>
<td>10 – 14</td>
<td>120 Hours</td>
</tr>
<tr>
<td>15 – 19</td>
<td>144 Hours</td>
</tr>
<tr>
<td>20+</td>
<td>168 Hours</td>
</tr>
</tbody>
</table>

**Vacation Leave Police Schedule**

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Annual Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 – 4</td>
<td>112</td>
</tr>
<tr>
<td>5 – 9</td>
<td>128</td>
</tr>
<tr>
<td>10 – 14</td>
<td>168</td>
</tr>
<tr>
<td>15 – 19</td>
<td>192</td>
</tr>
<tr>
<td>20+</td>
<td>224</td>
</tr>
</tbody>
</table>

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

**Earnings and Use**
After six months of service, vacation leave may be used as it is earned, subject to approval by the employee’s supervisor.

An employee will not earn any vacation leave for any pay period unless he/she is employed by the city on the last scheduled work day of the pay period. Requests for vacation must be received at least forty-eight (48) hours in advance of the requested time off. This notice may be waived at the discretion of the supervisor and City Administrator. Vacation can be requested in increments as small as one hour up to the total amount of the accrued leave balance. Vacation leave is to be used only by the employee who accumulated it. It cannot be transferred to another employee.

Employees may accrue vacation leave up to a maximum of one-and-a-half (1-1/2) times the employee’s annual accrual rate. No vacation will be allowed to accrue in excess of this amount without the approval of the City Council. Vacation leave cannot be converted into cash payments except at separation.
Funeral Leave
Employees will be permitted to use up to three (3) consecutive working days, with pay, as funeral leave upon the death of an immediate family member. This paid leave will not be deducted from the employee’s vacation or sick leave balance. Immediate family is defined as the employee’s parents, spouse, children, or grandparents, or spouse’s parents, or a ward of the employee’s household.

Employees shall be allowed up to one (1) working day, with pay, for the death of a grandchild, the spouse’s grandchild, grandchild or sibling, or the employee’s son-in-law or daughter-in-law. This leave will not be deducted from accrued sick or vacation leave.

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

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

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

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

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

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

Employees will be granted up to ten (10) working days of unpaid leave whose immediate family member is a member of the United States armed forces who has been injured or killed while engaged in active service. The 10 days may be reduced if an employee elects to use appropriate accrued paid leave.
Unless the leave would unduly disrupt the operations of the city, employees whose immediate family member, as a member of the United States armed forces has been ordered into active service in support of a war or other national emergency, will be granted an unpaid leave of absence, not to exceed one day’s duration in any calendar year, to attend a send-off or homecoming ceremony for the mobilized service member.

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

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

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

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

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

**Victim or Witness Leave**
An employer must allow a victim or witness, who is subpoenaed or requested by the prosecutor to attend court for the purpose of giving testimony or is the spouse or immediate family member (immediate family member includes parent, spouse, child or sibling of the employee) of such victim, reasonable time off from work to attend criminal proceedings related to the victim’s case.

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

If the injury is not of an emergency nature, but requires medical attention, the employee will report it to the supervisor and make arrangements for a medical appointment.
Worker's compensation benefits and procedures to return to work will be applied according to applicable state and federal laws.

**Pregnancy and Parenting Leave**
(state law requirement for cities with 21 or more employees)
Employees who work twenty (20) hours or more per week and have been employed more than one year are entitled to take an unpaid leave of absence under the Pregnancy and Parenting Leave Act of Minnesota. Female employees for prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions as well as a biological or adoptive parent in conjunction with after the birth or adoption of a child as eligible for up to 12 weeks of unpaid leave and must begin within twelve (12) months of the birth or adoption of the child. In the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital. Employee should provide reasonable notice, which is at least 90 days. If the leave must be taken in less than three days, the employee should give as much notice as practicable. In the case of both spouses working for the same employer, each eligible employee is entitled to 12 weeks of parental leave per 12-month period.

Employees are required to use accrued leave (i.e., sick leave, vacation leave, etc.) during Parenting Leave If the employee has any FMLA eligibility remaining at the time this leave commences, this leave will also count as FMLA leave. The two leaves will run concurrently.

The employee is entitled to return to work in the same position and at the same rate of pay the employee was receiving prior to commencement of the leave. Group insurance coverage will remain available while the employee is on leave pursuant to the Pregnancy and Parenting Leave Act, but the employee will be responsible for the entire premium unless otherwise provided in this policy (i.e., where leave is also FMLA qualifying).
For employees on an FMLA absence as well, the employer contributions toward insurance benefits will continue during the FMLA leave absence.

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

**Adoptive Parents**
(state law requirement for cities with more than 21 employees)
Adoptive parents will be given the same opportunities for leave as biological parents (see provisions for Parenting Leave). The leave must be for the purpose of arranging the child’s placement or caring for the child after placement. Such leave must begin before or at the time of the child’s placement in the adoptive home.

**School Conference Leave**
(state law requirement for cities with more than 21 employees)
Any employee who has worked half-time or more, may take unpaid leave for up to a total of sixteen (16) hours during any 12-month period to attend school conferences or classroom activities related to the employee's child (under 18 or under 20 and still attending secondary school), provided the conference or classroom activities cannot be scheduled during non-work hours. When the leave cannot
be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the city. Employees may choose to use vacation leave hours for this absence but are not required to do so.

**Bone Marrow Donation Leave**  
(state law requirement for cities with more than 20 employees)  
Employees working an average of 20 or more hours per week may take paid leave, not to exceed 40 hours unless agreed to by the City, to undergo medical procedures to donate bone marrow or an organ. The 40 hours is over and above the amount of accrued time the employee has earned.

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

**Elections / Voting**  
An employee selected to serve as an election judge pursuant to Minnesota law, will be allowed time off without pay for purposes of serving as an election judge, provided that the employee gives the City at least ten (10) days written notice.

All employees eligible to vote at a State general election, at an election to fill a vacancy in the office of United States Senator or Representative, or in a Presidential primary, will be allowed time off with pay to vote during the election day. Employees wanting to take advantage of such leave are required to work with their supervisors to avoid coverage issues.

**Regular Leave without Pay**  
The City Administrator may authorize leave without pay for up to thirty (30) days. Leave without pay for greater periods may be granted by the City Council to a maximum of one (1) year.

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

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

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

To qualify for leave without pay, an employee need not have used all sick leave earned unless the leave is for medical reasons. (An employee absent for Parenting Leave is not required to use sick leave.) Leave without pay for purposes other than medical leave or work-related injuries will be at the convenience of the City.
Employees returning from a leave without pay for a reason other than a qualified Parenting Leave or FMLA, will be guaranteed return to the original position only for absences of thirty (30) calendar days or less.

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

Family and Medical Leave

General
In accordance with the Family and Medical Leave Act (FMLA) unpaid job protected leave will be granted to all eligible employees (male and female) for up to twelve (12) weeks per twelve (12) month period for any of the following reasons:

1. Birth or placement of a child with the employee for adoption or foster care;
2. To care for a spouse, child or parent who has a serious health condition; or
3. A serious health condition that makes the employee unable to perform the essential functions of the position.

In accordance with the law, the following definitions apply:
"Caring" for someone includes psychological as well as physical care. It also includes acquiring care and sharing care duties.

An eligible "child" is defined as a person under 18 years of age (or a person incapable of self-care because of a physical or mental disability) who is a biological, adopted, foster, or step child, a ward of the employee, or a person with whom the employee is charged with a parent's rights, duties and responsibilities.

An eligible "parent" includes a biological parent or a person who was charged with a parent's rights, duties and responsibilities over the employee when the employee was under the legal age but doesn't include in-laws.

"Serious health condition" is defined in Federal law, but generally includes incapacity requiring absence from work of more than three (3) days that also involves continuing treatment by a health care provider (includes prenatal care).

Eligibility
An eligible employee is one who has worked for the City for a cumulative period of twelve (12) months and at least 1,250 hours during the twelve (12) month period prior to requesting the leave.

Length of Leave
The length of FMLA leave is not to exceed twelve (12) weeks in any twelve (12) month period. The entitlement to FMLA leave for the birth or placement of a child expires twelve (12) months after the birth or placement of that child.

Leave Year
The 12-month period is calculated by measuring twelve months backward from the start date of the employee’s last FMLA leave.

**Notice**
The employee is to give verbal or written notice to his/her supervisor at least thirty (30) days prior to the date on which leave is to begin or if thirty (30) days notice cannot be given as much notice as practical.

If an employee fails to give thirty (30) days notice for a foreseeable leave with no reasonable explanation for the delay, the leave may be denied until thirty (30) days after the employee provides notice. To the extent possible, planned medical treatment should be scheduled so that it will not unduly disrupt the City's operations.

**Medical Certification**
The employee may be required to provide medical certification to support a request for leave because of the serious health condition of a child, spouse, parent or the employee.

The medical certification is to be completed by the attending physician or practitioner and submitted to the City Administrator within ten (10) days after requested, or as soon as is reasonably practicable.

The City may require a second (or third) opinion at the City's expense. If required, the City will select a health care provider not regularly associated with the City.

**Recertification**
Recertification may be required if the employee requests an extension of the original length approved by the City or if the employee's circumstances change. Recertification may also be required if there is a question as to the validity of the certification or if the employee is unable to return to work due to the serious health condition.

**Intermittent Leave**
Leave requested because of a serious health condition of either a family member or the employee may be taken intermittently or on a reduced schedule if medically necessary. All requests for intermittent leave will be evaluated on a case-by-case basis.

The City may require the employee to transfer temporarily to an alternative position, with equivalent pay and benefits that better accommodates the intermittent leave than the employee’s regular position.

**Fitness for Duty Certification**
The City may require a medical certificate attesting to the employee's fitness for duty prior to return to work. The fitness for duty report must be based on the particular health condition(s) for which the leave was approved and must address whether the employee can perform the essential functions of his/her regular job.

The City Administrator may consult with a physician or other expert to determine reasonable accommodations for any employee who is a "qualified disabled" employee under the ADA (Americans with Disabilities Act). If a fitness for duty certification is required, the City may deny reinstatement until it is provided.
Job Protection
Employees returning from Family and Medical Leave will be reinstated in their former position or a position equivalent in pay, benefits and other terms and conditions of employment.

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

Effect on Benefits
An employee granted leave under this policy will continue to be covered under the City's group health and dental insurance plan under the same conditions and at the same level of City contribution as would have been provided had they been continuously employed during the leave period. If there are changes in the City's contribution levels while the employee is on leave, those changes will take place as if the employee were still on the job.

The employee will be required to continue payment of the employee portion of group insurance coverage.

Arrangements for payment of the employee's portion of premiums must be made by the employee with the City. If an employee's contribution is more than thirty (30) days late, the City may terminate the employee's insurance coverage (subject to COBRA requirements).

Seniority
Seniority does not accrue during any period of unpaid FMLA except as allowed when the leave is covered by worker’s compensation). However, seniority accrued prior to commencement of FMLA leave will not be lost.

Use of Accrued Paid Leave or Compensatory Time During Family and Medical Leave
During the Family and Medical Leave, employees must use accrued sick leave, vacation leave (annual leave) and compensatory time prior to taking an unpaid leave unless their medical condition/injury is covered by worker’s compensation or the absence qualifies under the state Parental Leave law (see Parental Leave Policy).

FMLA leave counts as continued service for purposes of retirement and/or pension plans.

Records Retention
Records on FMLA leave will generally be kept with normal payroll records except that any medical record will be maintained separately as a confidential medical record in accordance with the law.

Failure to Return from FMLA Leave
Employees who cannot return from an approved FMLA leave at the end of the approved leave period may request an extension (up to the maximum of twelve (12) weeks allowed under FMLA). If the twelve (12) FMLA weeks have already been used, the employee can request to go on a regular unpaid leave of absence. If approved, before unpaid leave begins the employee must use any accrued sick leave, compensatory time, or vacation leave (annual leave) that remains. If the leave is approved and unpaid, the employee will be required to pay the full cost of all group insurance, as provided under COBRA, in order to continue coverage.
If the unpaid leave of absence is not approved or the employee fails to request additional leave, the employee will be considered to have voluntarily resigned. If circumstances beyond the employee's control prevented the employee from requesting additional leave, a retroactive leave request may be allowed, subject to the City Council’s approval.

If an employee fails to return from a FMLA leave and is determined to have voluntarily quit as described above, the City may seek reimbursement from the employee for the portion of the insurance premiums paid by the City on behalf of that employee during the period of leave.

**Reasonable Unpaid Work Time for Nursing Mothers**

[MN law change effective July 1, 2014]

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

**Light Duty/Modified Duty Assignment**

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

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

When an employee is unable to perform the essential requirements of his/her job due to a temporary disability, he/she will notify the supervisor in writing as to the nature and extent of the disability and the reason why he/she is unable to perform the essential functions, duties, and requirements of the position. This notice must be accompanied by a physician’s report containing a diagnosis, current treatment, and any work restrictions related to the temporary disability. The notice must include the expected time frame regarding return to work with no restrictions, meeting all essential requirements and functions of the city’s job description along with a written request for light duty. Upon receipt of the written request, the supervisor is to forward a copy of the report to the city administrator. The city may require a medical exam conducted by a physician selected by the city to verify the diagnosis, current treatment, expected length of temporary disability, and work restrictions.

It is at the discretion of the City Administrator whether or not to assign light duty work to the employee. Although this policy is handled on a case-by-case basis, light duty will not generally be approved beyond six months.

If the City offers a light duty assignment to an employee who is out on worker’s compensation leave, the employee may be subject to penalties if he/she refuses such work. The City will not, however, require an employee who is otherwise qualified for protection under the Family and Medical Leave Act to accept a light duty assignment.
The circumstances of each disabled employee performing light duty work will be reviewed regularly. Any light duty/modified work assignment may be discontinued at any time.

**SEXUAL HARASSMENT PREVENTION**

**General**
The City of Blue Earth is committed to creating and maintaining a public service work place free of harassment and discrimination. Such harassment is a violation of Title VII of the Civil Rights Act of 1964, the Minnesota Human Rights Act, and other related employment laws.

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

This policy statement is intended to make all employees, volunteers, members of boards and commissions, and elected officials sensitive to the matter of sexual harassment, to express the city’s strong disapproval of unlawful sexual harassment, to advise employees against this behavior and to inform them of their rights and obligations. The most effective way to address any sexual harassment issue is to bring it to the attention of management.

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

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

Examples of inappropriate behaviors that are unacceptable and therefore prohibited, even if not unlawful in and of themselves include: unwanted physical contact; unwelcome sexual jokes or comments; sexually explicit posters or pinups; repeated and unwelcome requests for dates or sexual favors; sexual gestures or any indication, expressed or implied, that job security or any other condition of employment depends on submission to or rejection of unwelcome sexual requests or behavior. In summary, sexual harassment is the unwanted, unwelcome or repeated action of an individual against another individual, using sexual overtones.

**Expectations**
The City of Blue Earth recognizes the need to educate its employees volunteers, members of boards and commissions, and elected officials on the subject of sexual harassment and stands committed to providing information and training. All employees are expected to treat each other and the general public with respect and assist in fostering an environment free from offensive behavior or harassment. Violations of this policy may result in discipline, including possible termination. Each situation will be evaluated on a case-by-case basis.
Employees who feel that they have been victims of sexual harassment, or employees who are aware of such harassment, should immediately report their concerns to any of the following:

1. A supervisor;
2. City Administrator;
3. Mayor or city councilmember.

In addition to notifying one of the above persons and stating the nature of the harassment, the employee is also encouraged to take the following steps, if the person feels safe and comfortable doing so. If there is a concern about the possibility of violence, the individual should use his/her discretion to call 911, and as soon as feasible, a supervisor.

1. Communicate to the harasser the conduct is unwelcome. Professionally, but firmly, tell whoever is engaging in the disrespectful behavior how you feel about their actions, and request the person to stop the behavior because you feel intimidated, offended, or uncomfortable. If practical, bring a witness with you for this discussion.
2. In some situations such as with an offender from the public, it is preferable to avoid one on one interactions. Talk to your supervisor about available options to ensure there are others available to help with transactions with an offender.
3. To reiterate, it’s important you notify a supervisor, the city administrator, the mayor or councilmember of your concerns. The person to whom you speak is responsible for documenting the issues and for giving you a status report on the matter. If, after what is considered to be a reasonable length of time (for example, 30 days), you believe inadequate action is being taken to resolve your complaint/concern, the next step is to report the incident to the city administrator, the mayor or the city attorney.

The city urges conduct which is viewed as offensive be reported immediately to allow for corrective action to be taken through education and immediate counseling, if appropriate. Management takes these complaints seriously, and has the obligation to provide an environment free of sexual harassment. The city is obligated to prevent and correct unlawful harassment in a manner which does not abridge the rights of the accused. To accomplish this task, the cooperation of all employees is required.

In the case of a sexual harassment complaint, a supervisor must report the allegations promptly to the city administrator. If the city administrator is the subject of the complaint, then the supervisor is to report the complaint to the City Attorney. A supervisor must act upon such a report even if requested otherwise by the victim. The city will take action to correct any and all reported harassment to the extent evidence is available to verify the alleged harassment and any related retaliation. All allegations will be investigated. Strict confidentiality is not possible in all cases of sexual harassment as the accused has the right to answer charges made against them; particularly if discipline is a possible outcome. Reasonable efforts will be made to respect the confidentiality of the individuals involved, to the extent possible.

The City is not voluntarily engaging in a dispute resolution process within the meaning of Minn. Stat. § 363A.28, subd. 3(b) by adopting and enforcing this workplace policy. The filing of a complaint under this policy and any subsequent investigation does not suspend the one-year statute of limitations period under the Minnesota Human Rights Act for bringing a civil action or for filing a charge with the Commissioner of the Department of Human Rights.

Special Reporting Requirements
When the supervisor is the alleged harasser, a report will be made to the city administrator who will assume the responsibility for investigation and discipline.

If the city administrator is the alleged harasser, a report will be made to the City Attorney who will confer with the Mayor and City Council regarding appropriate investigation and action.

If a councilmember is the alleged harasser, the report will be made to the city administrator and referred to the City Attorney who will undertake the necessary investigation. The City Attorney will report his/her findings to the City Council, which will take the action it deems appropriate.

Pending completion of the investigation, the city administrator may at his/her discretion take appropriate action to protect the alleged victim, other employees, or citizens.

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

**Retaliation**
The City of Blue Earth will not tolerate retaliation or intimidation directed towards anyone who makes a complaint of employment discrimination, who serves as a witness or participates in an investigation, or who is exercising his/her rights, including when requesting religious or disability accommodation. Retaliation is broader than discrimination and includes, but is not limited to, any form of intimidation, reprisal or harassment. While each situation is very fact dependent, generally speaking retaliation can include a denial of a promotion, job benefits, or refusal to hire, discipline, negative performance evaluations or transfers to less prestigious or desirable work or work locations because an employee has engaged or may engage in activity in furtherance of EEO laws.

It can also include threats of reassignment, removal of supervisory responsibilities, filing civil action, deportation or other action with immigration authorities, disparagement to others or the media and making false report to government authorities because an employee has engaged or may engage in protected activities. Any individual who retaliates against a person who testifies, assists, or participates in an investigation may be subject to disciplinary action up to and including termination.

If you feel retaliation is occurring within the workplace, please report your concern immediately to any of the following:

1. Immediate supervisor;
2. City administrator;
3. Mayor or City Councilmember
4. In the event an employee feels retaliation has occurred by the city administrator or the City Council, then reporting may be made to the City Attorney.

Supervisors who have been approached by employees with claims of retaliation will take the complaint seriously and promptly report the allegations promptly to the city administrator, or if the complaint is against the city administrator to the City Attorney, who will decide how to proceed in addressing the complaint.

**RESPECTFUL WORKPLACE POLICY**
The intent of this policy is to provide general guidelines about the conduct that is and is not appropriate in the workplace or other city-sponsored social events. The City acknowledges that this policy cannot possibly predict all situations that might arise, and also recognizes that some employees are exposed to disrespectful behavior, and even violence, by the very nature of their jobs.

**Applicability**
Maintaining a respectful work environment is a shared responsibility. This policy is applicable to all City personnel including regular and temporary employees, volunteers, firefighters, and City Council members.

**Abusive Customer Behavior**
While the City has a strong commitment to customer service, the City does not expect that employees accept verbal or other abuse from any customer. An employee may request that a supervisor intervene when a customer is abusive, or they may defuse the situation themselves, including ending the contact.

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

**Types of Disrespectful Behavior**
The following types of behaviors cause a disruption in the workplace and are, in many instances, unlawful:

- **Violent behavior**: includes the use of physical force, harassment, bullying, or intimidation.

- **Discriminatory behavior**: includes inappropriate remarks about or conduct related to a person’s race, color, creed, religion, national origin, disability, sex, pregnancy, marital status, age, sexual orientation, gender identity, or familial status, or status with regard to public assistance.

- **Offensive behavior**: may include such actions as: rudeness, angry outbursts, inappropriate humor, vulgar obscenities, name calling, disrespectful language, or any other behavior regarded as offensive to a reasonable person. It is not possible to anticipate in this policy every example of offensive behavior. Accordingly, employees are encouraged to discuss with their fellow employees and supervisor what is regarded as offensive, taking into account the sensibilities of employees and the possibility of public reaction. Although the standard for how employees treat each other, and the general public will be the same throughout the city, there may be differences between work groups about what is appropriate in other circumstances unique to a work group. If an employee is unsure whether a particular behavior is appropriate, the employee should request clarification from their supervisor or the City Administrator.

- **Sexual harassment** can consist of a wide range of unwanted and unwelcome sexually directed behavior such as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
  - Submitting to the conduct is made either explicitly or implicitly a term or condition of an individual’s employment; or
  - Submitting to or rejecting the conduct is used as the basis for an employment decision affecting an individual’s employment; or
• Such conduct has the purpose or result of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive work environment.

Sexual harassment includes, but is not limited to, the following:
• Unwelcome or unwanted sexual advances. This means stalking, patting, pinching, brushing up against, hugging,cornering, kissing, fondling or any other similar physical contact considered unacceptable by another individual.
• Verbal or written abuse, kidding, or comments that are sexually-oriented and considered unacceptable by another individual. This includes comments about an individual’s body or appearance where such comments go beyond mere courtesy, telling “dirty jokes” or any other tasteless, sexually oriented comments, innuendos or actions that offend others. The harassment policy applies to social media posts, tweets, etc., that are about or may be seen by employees, customers, etc.
• Requests or demands for sexual favors. This includes subtle or obvious expectations, pressures, or requests for any type of sexual favor, along with an implied or specific promise of favorable treatment (or negative consequence) concerning one’s current or future job.

Names and Pronouns:
Every employee will be addressed by a name and by pronouns that correspond to the employee’s gender identity. A court-ordered name or gender change is not required.

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

If employees see or overhear a violation of this policy, employees should advise a supervisor, the city administrator, or City Attorney promptly.

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

Step 1(a). If you feel comfortable doing so, politely, but firmly, tell whoever is engaging in the disrespectful behavior how you feel about their actions. Politely request the person to stop the behavior because you feel intimidated, offended, or uncomfortable. If practical, bring a witness with you for this discussion.

Step 1(b). If you fear adverse consequences could result from telling the offender or if the matter is not resolved by direct contact, go to your supervisor or City Administrator. The person to whom you speak is responsible for documenting the issues and for giving you a status report on the matter no later than ten business days after your report.

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

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

**Step 2.** If, after what is considered to be a reasonable length of time (for example, 30 days), you believe inadequate action is being taken to resolve your complaint/concern, the next step is to report the incident to the City Administrator or the Mayor.

**Supervisor’s Response to Allegations of Disrespectful Workplace Behavior**

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

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

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

**Step 2.** If a formal investigation is warranted, the individual alleging a violation of this policy will be interviewed to discuss the nature of the allegations. The person being interviewed may have someone of his/her own choosing present during the interview. Typically, the investigator will obtain the following description of the incident, including date, time and place:

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

**Step 3.** The supervisor must notify the City Administrator about the allegations (assuming the allegations do not involve the city administrator).

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

**Step 5.** After adequate investigation and consultation with the appropriate personnel, a decision will be made regarding whether or not disciplinary action will be taken.
Step 6. The alleged violator and complainant will be advised of the findings and conclusions as soon as practicable and to the extent permitted by the Minnesota Government Data Practices Act.

Special Reporting Requirements
When the supervisor is perceived to be the cause of a disrespectful workplace behavior incident, a report will be made to the City Administrator who will determine how to proceed in addressing the complaint as well as appropriate discipline.

If the City Administrator is perceived to be the cause of a disrespectful workplace behavior incident, a report will be made to the City Attorney who will confer with the Mayor and City Council regarding appropriate investigation and action.

If a Council Member is perceived to be the cause of a disrespectful workplace behavior incident involving City personnel, the report will be made to the City Administrator and referred to the City Attorney who will undertake the necessary investigation. The City Attorney will report his/her findings to the City Council, which will take the action it deems appropriate.

Pending completion of the investigation, the City Administrator may at his/her discretion take appropriate action to protect the alleged victim, other employees, or citizens.

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

Confidentiality
A person reporting or witnessing a violation of this policy cannot be guaranteed anonymity. The person’s name and statements may have to be provided to the alleged offender. All complaints and investigative materials will be contained in a file separate from the involved employees’ personnel files. If disciplinary action does result from the investigation, the results of the disciplinary action will then become a part of the employee(s) personnel file(s).

Retaliation
Consistent with the terms of applicable statutes and City personnel policies the City may discipline any individual who retaliates against any person who reports alleged violations of this policy. The City may also discipline any individual who retaliates against any participant in an investigation, proceeding or hearing relating to the report of alleged violations. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.

Possession and Use of Dangerous Weapons
Possession or use of a dangerous weapon is prohibited on City property, in City vehicles, or in any personal vehicle, which is being used for City business. This includes employees with valid permits to carry firearms.

The following exceptions to the dangerous weapons prohibition are as follows:

• Employees legally in possession of a firearm for which the employee holds a valid permit, if required, and said firearm is secured within an attended personal vehicle or concealed
from view within a locked unattended personal vehicle while that person is working on City property.

- A person who is showing or transferring the weapon or firearm to a police officer as part of an investigation.
- Police officers and employees who are in possession of a weapon or firearm in the scope of their official duties.

SEPARATION FROM SERVICE

Resignations
Employees wishing to leave the City service in good standing must provide a written resignation notice to their supervisor, at least ten (10) working days before leaving. Exempt employees must give thirty (30) calendar days’ notice. The written resignation must state the effective date of the employee’s resignation.

Unauthorized absences from work for a period of three consecutive work days may be considered as resignation without proper notice.

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

Severance Pay
Employees who leave the employ of the City in good standing by retirement or resignation will receive pay for 100% of unused accrued vacation (annual leave).

DISCIPLINE

General Policy
Supervisors are responsible for maintaining compliance with City standards of employee conduct. The objective of this policy is to establish a standard disciplinary process for employees of the City of Blue Earth. City employees will be subject to disciplinary action for failure to fulfill their duties and responsibilities at the level required, including observance of work rules and standards of conduct and applicable city policies.

Discipline will be administered in a non-discriminatory manner. An employee who believes that discipline applied was either unjust or disproportionate to the offense committed may pursue a remedy through the grievance procedures established in the City’s personnel policies. The supervisor and/or the City Administrator will investigate any allegation on which disciplinary action might be based before any disciplinary action is taken.

No Contract Language Established
This policy is not to be construed as contractual terms and is intended to serve only as a guide for employment discipline.

Process
The City may elect to use progressive discipline with any employee. There may be circumstances that warrant deviation from the suggested order or where progressive discipline is not appropriate. Nothing
in these personnel policies implies that any city employee has a contractual right or guarantee (also known as a property right) to the job he/she performs.

Documentation of disciplinary action taken will be placed in the employee’s personnel file with a copy provided to the employee.
The following are descriptions of the types of disciplinary actions:

**Oral Reprimand**
This measure will be used where informal discussions with the employee’s supervisor have not resolved the matter. All supervisors have the ability to issue oral reprimands without prior approval.

Oral reprimands are normally given for first infractions on minor offenses to clarify expectations and put the employee on notice that the performance or behavior needs to change, and what the change must be. The supervisor will document the oral reprimand including date(s) and a summary of discussion and corrective action needed.

**Written Reprimand**
A written reprimand is more serious and may follow an oral reprimand when the problem is not corrected, or the behavior has not consistently improved in a reasonable period of time. Serious infractions may require skipping either the oral or written reprimand, or both. Written reprimands are issued by the supervisor with prior approval from the City Administrator.

A written reprimand will: (1) state what did happen; (2) state what should have happened; (3) identify the policy, directive or performance expectation that was not followed; (4) provide history, if any, on the issue; (5) state goals, including timetables, and expectations for the future; and (6) indicate consequences of recurrence.

Employees will be given a copy of the reprimand to sign acknowledging its receipt. Employees’ signatures do not mean that they agree with the reprimand. Written reprimands will be placed in the employee’s personnel file.

**Suspension With or Without Pay**
The City Administrator may suspend an employee without pay for disciplinary reasons. Suspension without pay may be followed with immediate dismissal as deemed appropriate by the City Council, except in the case of veterans. Qualified veterans will not be suspended without pay in conjunction with a termination.

The employee will be notified in writing of the reason for the suspension either prior to the suspension or shortly thereafter. A copy of the letter of suspension will be placed in the employee's personnel file.

An employee may be suspended or placed on involuntary leave of absence pending an investigation of an allegation involving that employee. The leave may be with or without pay depending on a number of factors including the nature of the allegations. If the allegation is proven false after the investigation, the relevant written documents will be removed from the employee’s personnel file and the employee will receive any compensation and benefits due had the suspension not taken place.
Demotion and/or Transfer
An employee may be demoted or transferred if attempts at resolving an issue have failed and the City Administrator determines a demotion or transfer to be the best solution to the problem. The employee must be qualified for the position to which they are being demoted or transferred. The City Council must approve this action.

Salary
An employee's salary increase may be withheld, or the salary may be decreased due to performance deficiencies if salary increase is dependent on performance.

Dismissal
The City Administrator, with the approval of the City Council, may dismiss an employee for substandard work performance, serious misconduct, or behavior not in keeping with City standards.

If the disciplinary action involves the removal of a qualified veteran, who has completed his/her initial probationary period, the appropriate hearing notice will be provided, and all rights will be afforded the veteran in accordance with Minnesota law.

GRIEVANCE PROCEDURE
Any dispute between an employee and the City relative to the application, meaning or interpretation of these personnel policies will be settled in the following manner:

Step 1: The employee must present the grievance in writing, stating the nature of the grievance, the facts on which it is based, the provision or provisions of the personnel policies allegedly violated and the remedy requested, to the proper supervisor within twenty-one (21) days after the alleged violation or dispute has occurred. The supervisor will respond to the employee in writing within seven (7) calendar days.

Step 2: If the grievance has not been settled in accordance with Step 1, it must be presented in writing, stating the nature of the grievance, the facts on which it is based, the provision or provisions of the Personnel Policies allegedly violated, and the remedy requested, by the employee to the City Administrator within seven (7) days after the supervisor’s response is due. The City Administrator or his/her designee will respond to the employee in writing within seven (7) calendar days. The decision of the City Administrator is final.

Waiver
If a grievance is not presented within the time limits set forth above, it will be considered "waived." If a grievance is not appealed to the next step in the specified time limit or any agreed extension thereof, it will be considered settled on the basis of the City’s last answer. If the City does not answer a grievance or an appeal within the specified time limits, the employee may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the City and the employee without prejudice to either party.

The following actions are not grievable:
- While certain components of a performance evaluation, such as disputed facts reported to be incomplete or inaccurate are challengeable, other performance evaluation data, including subjective assessments, are not.
- Pay increases or lack thereof; and
- Merit pay awards.
The above list is not meant to be all inclusive or exhaustive.

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

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

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

CLE or similar courses taken by an employee in order to maintain licensing or other professional accreditation will not be eligible for payment under this policy unless the subject matter relates directly to the employee’s duties, even though the employee may be required to maintain such licensing or accreditation as a condition of employment with the city.

The supervisor and the City Administrator are responsible for determining job-relatedness and approving or disapproving training and conference attendance.

**Job-Related Meetings**
Attendance at professional meetings directly related to the performance of the employee’s work responsibilities do not require the approval of the City Administrator. Advance supervisor approval is required to ensure adequate department coverage.

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

Requests totaling more than $500.00 must be approved by the City Council and the City Administrator. Documentation approving conference or training attendance will be provided to the employee with a copy placed in the employee’s personnel file. Payment information such as invoices, billing statements, etc., regarding the conference or training should be forwarded to accounting for prompt payment.

**Out of State Travel**
Attendance at training or conferences out of state is approved only if the training or conference is not available locally. All requests for out of state travel are reviewed for approval/disapproval by the City Administrator before receiving Council approval.

**Compensation for Travel & Training Time**
Time spent traveling to and from, as well as time spent attending a training session or conference, will be compensated in accordance with the federal Fair Labor Standards Act.

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

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

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

**Travel & Meal Allowance**
If employees are required to travel outside of the area in performance of their duties as a City employee, they will receive reimbursement of expenses for meals, lodging and necessary expenses incurred. However, the City will not reimburse employees for meals connected with training or meetings within City limits, unless the training or meeting is held as a breakfast, lunch or dinner meeting.

Employees who find it necessary to use their private automobiles for City travel and who do not receive a car allowance will be reimbursed at the prevailing mileage rate as established by the City Council, not to exceed the allowable IRS rate.

Expenses for actual meals, including sales tax and gratuity, will be reimbursed according to this policy. A reimbursement form must be completed, and itemized receipts attached. Meals are not to exceed the IRS standard meal allowance. No reimbursement will be made for alcoholic beverages.

**OUTSIDE EMPLOYMENT**
The potential for conflicts of interest is lessened when individuals employed by the City of Blue Earth regard the City as their primary employment responsibility. All outside employment is to be reported to the employee’s immediate supervisor. If a potential conflict exists based on this policy or any other consideration, the supervisor will consult with the City Administrator. Any City employee accepting employment in an outside position that is determined by the City Administrator to be in conflict with the employee’s City job will be required to resign from the outside employment or may be subject to discipline up to and including termination.

For the purpose of this policy, outside employment refers to any non-City of Blue Earth employment or consulting work for which an employee receives compensation, except for compensation received in conjunction with military service or holding a political office or an appointment to a government board or commission that is compatible with City employment. The following is to be considered when determining if outside employment is acceptable:
• Outside employment must not interfere with a full-time employee's availability during the City’s regular hours of operation or with a part-time employee's regular work schedule.
• Outside employment must not interfere with the employee's ability to fulfill the essential requirements of his/her position.
• The employee must not use City equipment, resources or staff in the course of the outside employment.
• The employee must not violate any City personnel policies as a result of outside employment.
• The employee must not receive compensation from another individual or employer for services performed during hours for which he/she is also being compensated by the City. Work performed for others while on approved vacation or compensatory time is not a violation of policy unless that work creates the appearance of a conflict of interest.
• No employee will work for another employer, or for his/her own business, while using paid sick leave from the City for those same hours.
• Departments may establish more specific policies as appropriate, subject to the approval of the City Administrator.

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

DRUG FREE WORKPLACE
In accordance with Federal Law, the City of Blue Earth has adopted the following policy on drugs in the workplace:

A. Employees are expected and required to report to work on time and in appropriate mental and physical condition. It is the City’s intent and obligation to provide a drug-free, safe and secure work environment.
B. The unlawful manufacture, distribution, possession, or use of a controlled substance on City property or while conducting City business is absolutely prohibited. Violations of this policy will result in disciplinary action, up to and including termination, and may have legal consequences.
C. The City recognizes drug abuse as a potential health, safety, and security problem. Employees needing help in dealing with such problems are encouraged to use their health insurance plans, as appropriate.
D. Employees must, as a condition of employment, abide by the terms of this policy and must report any conviction under a criminal drug statute for violations occurring on or off work premises while conducting City business. A report of the conviction must be made within five (5) days after the conviction as required by the Drug-Free Workplace Act of 1988.

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. This includes the use of seat belts when not involved in a continuous moving operation such as patching potholes.
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.

**CELLULAR PHONE USE**

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

**General Policy**

Cellular telephones that 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.

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

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

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

Personal calls will be made or received only when absolutely necessary. Such calls must not interfere with working operations and are to be completed as quickly as possible.

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

**Procedures**

It is the objective of the City of Blue Earth to prevent and correct any abuse or misuse of cellular telephones through the application of this policy. Employees who abuse or misuse such telephones may be subject to disciplinary action.
Responsibility
The City Administrator, or designee, will have primary responsibility for implementation and coordination of this policy. All supervisors will be responsible for enforcement within their departments.

SAFETY
The health and safety of each employee of the City and the prevention of occupational injuries and illnesses are of primary importance to the City. To the greatest degree possible, management will maintain an environment free from unnecessary hazards and will establish safety policies and procedures for each department. Adherence to these policies is the responsibility of each employee. Overall administration of this policy is the responsibility of each supervisor.

Reporting Accidents and Illnesses
Both Minnesota Worker’s Compensation laws and the state and federal Occupational Safety and Health Acts require that all on the job injuries and illnesses be reported as soon as possible by the employee, or on behalf of the injured or ill employee, to his/her supervisor. The employee’s immediate supervisor is required to complete a First Report of Injury and any other forms that may be necessary related to an injury or illness on the job.

Safety Equipment/Gear
Where safety equipment is required by federal, state, or local rules and regulations, it is a condition of employment that such equipment be worn by the employee.

Unsafe Behavior
Supervisors are authorized to send an employee home immediately when the employee’s behavior violates the City’s personnel policies, department policies, or creates a potential health or safety issue for the employee or others.

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

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

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

Purpose
The City of Blue Earth provides employees with technology to assist them with their job duties. The purpose of this policy is to establish guidelines for employee use of all City technology including but not limited to computer systems, voicemail systems, electronic mail ("e-mail"), the Internet and other information systems. This policy applies to all employee use of City technology including use by employees located on City property and off of City property. The goal of this policy is to avoid inappropriate use of City technology and to maintain appropriate security to protect City data and technology.

Policy Guidelines

City Ownership/Right to Access
All City technology systems are the property of the City of Blue Earth. This includes but is not limited to all hardware, software, programs, applications, templates, internal and external e-mail messages, facsimile (fax) messages, data, data files, and voicemail messages developed or stored on city-owned, leased, or rented technology systems. The City reserves the right to access, retrieve and read any data, messages or files stored on City technology and disclose any data, messages or files without prior employee consent. Employee use of City technology is not private. This includes but is not limited to use of internal and external e-mail and use of the Internet. Use of passwords does not make data, messages or files private. Passwords must be disclosed to supervisors upon request and may be bypassed by the City. By using City technology, employees consent to any monitoring of that technology that may take place.

Copying Software & Program
Most computer software and programs are copyrighted. Employees may only copy and use software according to the software license agreement. If there are any questions about the appropriate use of the software, they should be directed to the City Administrator.

Backing Up/Deleting Files
The Information Systems Department backs up all data except for any files that are stored on the "C" drive of your personal computer. Employees are expected to regularly back-up computer data files to avoid loss through hardware failure. Employees are also expected to delete old files regularly in compliance with the City’s record retention schedule to help maintain adequate system storage capacity.

Copying Data/Programs onto City Computers
All data files, e-mail attachments, and/or software programs must be checked by virus detection software before being opened or downloaded on to the City's computer system. This includes downloading software from remote bulletin boards and any on-line services. Employees may only download copyrighted material if allowed by an agreement posted by its author or by copyright law. If there is any question about how to use the City's virus detection software or about appropriate use of copyrighted material, employees should contact the City’s technology support technician.
Checking out Equipment
When employees check out portable equipment such as laptop computers, they are expected to provide appropriate "common sense" protection against theft, accidental breakage, environmental damage and other risks. Desktop computers and attached devices are not to be removed from City buildings.

Inappropriate Uses of City Technology
Employees should not use City technology for any purpose that would reflect negatively on the City. The following is a list of inappropriate uses of the City's technology which may result in disciplinary action up to and including dismissal. This is not a complete list of inappropriate uses. If an employee does not know whether a particular use would be allowed under this policy, he or she should check with the City Administrator.

- Displaying, printing or transmitting material that contains defamatory, false, inaccurate, abusive, obscene, pornographic, profane, sexually oriented, threatening, racially offensive, or otherwise biased, discriminatory, or illegal material.

- Displaying, printing or transmitting material that violates City regulations prohibiting sexual harassment.

- Using the City's computer system or software or allowing others to use it for personal profit, commercial product advertisement or partisan political purposes.

- Using e-mail to solicit for commercial ventures, or charitable, religious or political causes, with the exception of charitable campaign drives sponsored or endorsed by the City.

- Inappropriately sharing your user ID or password to allow an individual to obtain confidential information to which they normally would not have access.

- Deliberately damaging or disrupting a computer system (hardware or software) or intentionally attempting to "crash" network systems or programs.

- Attempting to gain unauthorized access to internal or external computer systems.

- Attempting to decrypt system or user passwords.

- Unauthorized copying of system files or software programs.

Responsibility to Notify
Employees should notify their supervisor upon learning of violations of this policy.

Supervisor's Responsibility
Managers and supervisors are responsible for ensuring the appropriate use of computers, e-mail and Internet access through training, supervising, coaching and taking disciplinary action where necessary.

Official Records
All data that is composed, transmitted or received on City owned, leased, or rented technology, including internal and external electronic mail (e-mail), is considered to be part of the official records of the City, and therefore subject to disclosure as appropriate under state and federal laws (e.g.,
Minnesota Government Data Practices Act). Most documents will be considered public records unless classified otherwise by state or federal law. However, employees must use the same caution in releasing information on City technology systems as they do when releasing hard copies of information. If in doubt about whether information is public, employees must wait to release it until they have checked with the City Administrator.

Confidential and sensitive information, such as performance reviews, disciplinary and corrective actions, attorney-client privileged information, personnel information, and health or medical information should not be communicated through e-mail.

E-mail and other electronic documents must be saved in accordance with the City’s records retention schedule if they are required for ongoing legal, fiscal, administrative, operational or research purposes. These records should be saved to a word processing or paper file for storage according to the City's records retention schedule. An example of this would be official correspondence on a litigated matter. Any e-mail or other documents that does not fall into this category may be deleted immediately. If you have questions about records retention, contact the City Administrator.

**Personal Use of Technology**
The City offers employees the privilege of personal use of its technology on an occasional basis, for small personal jobs, such as typing a letter or conducting minor research on the Internet as long as those purposes do not conflict with policies contained herein or with network rules either now in place or as later determined to be important for the security and efficient operation of the network. This policy is not intended to allow an employee to use City technology to run a business, conduct a political campaign, or to promote social or religious causes or any other ongoing or large-scale use. Personal use of City technology is not private. Personal use of city technology, even when occasionally authorized, will not automatically provide legal immunity for negligent acts of an employee if the employee inadvertently commits an act of disclosure of private or non-public information while using city technology for personal uses.
## CURRENT INVESTMENTS

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<tr>
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## LONG TERM INVESTMENTS

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**Total:** $1,100,000

## LONG TERM INVESTMENTS DETAILS

2. Federal Home Loan Banks fixed interest rate of 2.18% paid semi annual on 5/24 and 11/24. Call date 5/24/2017 and maturity date 5/24/2024.
5. Certificate of Deposit. Capital One Bank Glen Allen VA. 2.05% interest paid semi annual on January and July 11th each year.
### Donations for Council Approval
#### January 21, 2020

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$63,116.98 4th Quarter 2019 Donations

$63,116.98 Total donations for Council approval
BILL SHEET FOR COUNCIL MEETING OF JANUARY 21, 2020

PREPAID BILLS: $0.00

UNPAID BILLS: $385,974.12

BONDS PAYABLE: $0.00

TOTAL BILLS PAID & UNPAID: $385,974.12
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**TOTAL** $6,349.60

**SANITATION & HEALTH**

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**TOTAL** $6,924.97

**SENIOR CENTER**

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**TOTAL** $1,280.95

**SWIMMING POOL**

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**TOTAL** $232.93

**FUND 207 ECONOMIC DEVELOPMENT FUND**

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## FUND 302 2016A G.O. IMPROVEMENT BONDS

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## FUND 329 2018A G.O. IMPROVEMENT BONDS

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## FUND 330 2019A G.O. IMPROVEMENT BONDS

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## FUND 418 STREET IMPROVEMENT PROJECTS

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## FUND 602 WASTE WATER TREATMENT PLANT

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<td>300.49</td>
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<td><strong>Total</strong></td>
<td>57,224.15</td>
<td>38,242.86</td>
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