## CITY OF ST. AUGUSTA CITY COUNCIL MEETING December 5, 2023 7:00 pm AGENDA

- 1. Call Meeting to Order Mayor Zenzen.
- 2. Pledge of Allegiance.
- 3. Consent Agenda
  - 3A. Minutes of the November 7, 2023 City Council meeting.
  - 3B. Agenda.
  - 3C. Bills Payable, Receipts and Treasurer's Report.
  - 3D. Minutes of the November 21, 2023 City Council personnel policy workshop meeting.
  - 3E. Pleasure Land Stormwater BMP Maintenance Agreement
  - 3F. Amended Personnel Policy
  - 3G. Other
  - Sheriff's Report
- 5. Building Inspector's Report Mike Wallen.
- 6. Fire Department

4.

- 6A. Monthly Report
- 6B. Computer Quote
- 6C. Other
- 7. Ordinance #2023 05, Gas Franchise Ordinance
- 8. Public Hearing Truth-in-Taxation, 2024 Budget & Resolution #2023-16 Adopting the Final Levy
- 9. Open Forum -10 Minute Limit.
- 10. Engineer's Report
  - 10A. 2024 Street Project Task Order
  - 10B. Approve 2024 Street Project Plans and Call for Bids
  - 10C. Other
- 11. Council Member Comments/Purview.
- 12. Clerk's Report
  - 12A. Hire Mason Voigt as Part Time Plow Driver
  - 12B. Other
- 13. Adjourn.
- REMINDERS: Planning Commission Meeting, Monday, December 11, 6:30pm Christmas Holiday, Monday, December 25, City Hall Closed New Year's Holiday, Monday, January 1, City Hall Closed Regular City Council Meeting, Tuesday, January 2, 2024, 7pm

## CITY OF ST. AUGUSTA CITY COUNCIL MEETING December 5, 2023 7:00 pm

### **Administrative Summary**

**Consent Agenda** – all items are included in the packets. The amended personnel policy has the updates discussed at the workshop meeting and all the necessary language on the sick and safe time section.

**Sheriff's Report/Building Inspector's Report** – the sheriff's report is in the packets and I will have the updated building inspector's report for the updated packets on Tuesday.

**Fire Department Report** – the monthly report is included along with a quote for new computers.

**Ordinance #2023-05, A Gas Franchise Agreement** – we need to update our gas franchise with Center Point Energy. The agreement/ordinance is included with the packets.

**Truth-in-Taxation Public Hearing** – I have emailed the final budget in a separate email. The Resolution adopting the final levy is included with the packets. We will need a motion to approve the budget and to adopt the final levy.

**Engineer's Report** – Jeremy has included the 2024 Street Project Task agreement and a summary of the final plans for the proposed street project. We will be looking for a motion to accept the plans and advertise for bids.

**Clerk's Report** – we will be looking for a motion to hire Mason Voigt as a part time snow plow operator at \$21.18/hour.

#### MINUTES OF THE CITY COUNCIL ST. AUGUSTA, MINNESOTA November 7, 2023

- **CALL TO ORDER:** The meeting was called to order by Mayor Zenzen at 7:00 PM with the Pledge of Allegiance.
- PRESENT:Mayor Zenzen, Council Members Backes, Schmitz, Coleman and<br/>Hommerding; Engineer Boots, Attorney Couri, Assistant Fire Chief<br/>Steinhofer; Fire Fighter Butch Stang, Water Operator Blashack Stearns<br/>County Deputy Meeland, and Clerk/Administrator McCabe.
- OTHERS PRESENT: Arnie Esterbrooks, Paul Reinert, Alex Evavold, Brent Athmann, Paul and Jill Shea, Kevin Kellner, Judy and Bob Altis, Rebecca Hoye, Bridgette Braaten, Robert and Stephanie Connors, Brian and Kristi Lommel, Sue Athmann, Troy and Kristie Wetterling, Ronald Wolseth, Amy Brand, Annie and Matt Anderson, Jim Sartell, Paul and Teri Kremer, Kris and Jenni Berg, Nathan Johnson, David Voigt, Vicky Luedtke, Keith Heaton, Kathleen and Jerry Wellik, Jackie Steinhofer, Kay Halligan, Connor Decker
- **CONSENT AGENDA:** Mayor Zenzen inquired as to the water and sewer spent and received and was told it was due to the Foley payment and the debt service.

## A motion was made to approve the consent agenda by Mr. Backes, seconded by Ms. Coleman. Motion carried unanimously.

The following items were approved with the consent agenda:

City Council Minutes, October 3, 2023. Bill Payable, Receipts and Treasurer's Report dated October 3, 2023 and for US Bank payment and Checks #24866e – 24884e and #28449 -28500 and #25122-25186. City Council Agenda, November 7, 2023

SHERIFF'S REPORT: Mr. Hommerding asked about CAD system.

# A motion was made to approve the Sheriff's report as presented by Mr. Backes, seconded by Mr. Schmitz. Motion carried unanimously.

### **BUILDING INSPECTOR'S**

**REPORT:** 

Mr. McCabe presented the monthly building inspector's report. He noted there were 35 total permits issued during the month of September including four new home permits bringing the total to the year to 27.

A motion was made to approve the building inspectors report by Mr. Backes, seconded by Ms. Coleman. Motion carried unanimously.

#### FIRE DEPT. REPORT:

The fire report was submitted indicating there were 13 calls for the month of September bringing the total to the year to 95. Training was done by Fire Inc and was a hands on class in master streams pumping.

# A motion was mad to approve the fire report as presented by Mr. Backes, seconded by Mr. Schmitz. Motion carried unanimously.

Butch Stang, representing the Fire Relief Association, was in attendance to request an increase to the annual benefit level to \$1,750 per year of service. He also presented a report that shows what would be paid out based on projected retirement dates.

A motion was made to increase the benefit level to \$1,750 per year of service by Mr. Backes, seconded by Mr. Homerding. Motion carried unanimously.

### EMERALD PONDS TOWN HOME ISSUE:

Mr. McCabe introduced the item by presenting a number of email complaints from residents of Emerald Ponds and stating he also received less than 5 phone calls on this matter. He indicated the developer's agreement was included with the packets along with pictures that were taken last week on Thursday morning showing the progress on the proposed buildings. Mr. McCabe further explained when the building permit application came in, he contacted Arnie Esterbrooks to make sure this was allowed in the subdivision. There was significant discussion on if the existing permits could be modified as to what was approved, if the existing construction could be modified to match what is allowed per the developer's agreement. General consensus amongst the neighbors is they don't want multi-family lots within the subdivision.

A motion was made to allow the existing, almost completed building, to negotiate an amended developers agreement with CAP Homes and force the two with only a foundations in to revert to the existing developer's agreement by Mr. Backes, seconded by Ms. Carlson. Motion carried 3-2 with Mayor Zenzen and Mr. Schmitz voting no. A motion was made to rescind the adopted motion by Mr. Hommerding, seconded by Mr. Backes. Motion carried 3-2 with Mr. Backes and Ms. Coleman voting no. A motion was made that requires all 3 buildings to follow the developer's agreement by Mr. Schmitz, seconded by Mr. Backes. Motion carried unanimously.

**OPEN FORUM:** No comments offered.

#### ENGINEER'S REPORT:

Mr. Boots presented a new Master Service Agreement (MSA) for their contractual services.

## A motion was made to approve the MSA by Mr. Backes, seconded by Ms. Coleman. Motion carried unanimously.

Mr. Boots reported they are working on the 2024 Street and we should have plans ready to be advertised at our December meeting.

### PUBLIC WORKS UPDATE, HLP IRRIGATION SYSTEM:

Mr. Blashack was in attendance to present a proposal to draw water from Hidden Lake Park pond for the irrigation system around the shelter.

A motion was made to approve the quote of Traut Wells in the amount of \$3,470 to install a pump into HLP pond to draw water for the irrigation system for the shelter by Mr. Backes, seconded by Mr. Schmitz. Motion carried unanimously.

#### PLANNING COMMISSION RECOMMENDATION, A & E STORAGE: Mr. M

Mr. McCabe indicated the planning commission recommended approval of the amended CUP and site plan at their meeting last night. He also indicated there was not a discussion on the variance as he believed the variance adopted in 2021 would still be good, unfortunately because no buildings have been constructed that variance became null and void.

## A motion was made to table until next month by Mr. Backes, seconded by Mayor Zenzen. Motion carried.

PUBLIC HEARING VACATE DRAINAGE AND UTILITY EASEMENT KIFFMEYER AND WHITE OAK ADDITIONS: Mr. M

Mr. McCabe presented Resolution #2023-15 vacating the drainage and utility easements in the Kiffmeyer Addition as well as those on Lot 1 of the White Oak Addition in anticipation of Pleasure Land replatting all the lots on a Pleasure Land Subdivision. Mr. Couri stated we only want to adopt on the condition that the lots are re-platted and all necessary drainage and utility easements are included on the new plat.

A motion was made to table Resolution #2023-15 by Mr. Backes seconded by Ms. Coleman. Motion carried unanimously.

#### COUNCIL MEMBER PURVIEW:

Mr. Hommerding asked about the woodchips at the playgrounds in the parks and was told they would be taken care of in the spring.

Mr. Schmitz stated he thinks we need to come to the meeting more prepared.

Mayor Zenzen stated the responsibility is on the Council to make sure staff is aware of what is being approved.

#### CITY ADMINISTRATOR REPORT: M

Mr. McCabe presented an email from the City of St. Cloud requesting we appoint someone to a Homelessness working group.

Mr. McCabe indicated he and Mr. Schmitz met with Lynden Township on the joint road agreement, specifically to discuss 225<sup>th</sup> Street which in entirely within Lynden Township. He explained the township was not interested in renegotiating the agreement and said it was set up that way sometime back in the 90's. Discussion followed on the potential of making 225<sup>th</sup> street gravel and/or all of 13<sup>th</sup> Avenue gravel....

Mr. McCabe reported with the last legislative session there were things that would be needed to be added to our personnel policy and asked that we schedule a work session meeting to review the policy and the changes that will need to be made. A work session meeting was scheduled for November 21at 5:30pm.

Mr. McCabe presented the probable tax rate information.

# ADJOURMENT: A motion was made to adjourn at 9:45pm by Mr. Hommerding, seconded by Mr. Schmitz. Motion carried unanimously.

Approved this 5th Day of December, 2023.

Michael G. Zenzen, Mayor

Attest:

William R. McCabe, Clerk/Administrator

## City of St. Augusta \*Receipt Book

November 2023

- Account	Last Dim Descr	Amount	Tran Date	Comments	Batch Name
14923R 101-41	1000-3340 Electric Permits	\$36.00	11/9/2023	general - Advanced	11 03 23 rc
14924 R 101-4	1000-3340 Electric Permits	\$4,771.81	11/9/2023	general - Xcel	11 03 23 rc
	1000-3410 Assessment Search Fees	\$20.00	11/9/2023	general - Stearns County Abstract	11 03 23 rc
14926 R 601-49	9400-3710 Water Sales	\$1,249.21	11/9/2023	water dept - Nov 23rct	11 03 23 rc
	3160-3740 Electricity Sales	\$10.07	11/9/2023	EU - Nov 23 rct	11 03 23 rc
	9450-3720 Sewer Sales	\$1,206.52	11/9/2023	sewer - Nov 23 rct	11 03 23 rc
	9450-3728 Sewer Replacement Fund	\$45.98	11/9/2023	SRF - Nov 23 rct	11 03 23 rc
	1000-3710 Storm Sewer Sales	\$57.60	11/9/2023	SW - Nov 23 rct	11 03 23 rc
	1000-3340 Electric Permits	\$91.00	11/9/2023	general - Mike's Electric	11 06 23 rd
	1000-3221 Building Permits	\$7,330.88	11/9/2023	general - Hendel Const	11 06 23 rc
	1000-3221 Building Permits	\$101.00	11/9/2023	general - BD Exterior	11 06 23 rc
	1000-3221 Building Permits	\$167.09	11/9/2023	general - 24 7	11 30 23 ct
	1000-3130 General Sales and Use Tax	\$28,164.73	11/9/2023	CIP - general - sales tax	11 06 23 rc
	1000-3210 Business Licenses/Permits	\$815.00	11/9/2023	general - Cedar Point Apts rental lice	11 06 23 ro
	1000-3210 Business Licenses/Permits	\$725.00	11/9/2023	general - GJ Enterprises rental licens	
	1000-3221 Building Permits	\$202.00	11/9/2023	general - Mechanical Bros	11 06 23 rc
	9450-3728 Sewer Replacement Fund	\$61.99	11/9/2023	SRF - Nov 23 rct	11 06 23 ro
	1000-3710 Storm Sewer Sales	\$1,939.42	11/9/2023	SW - Nov 23 rct	11 06 23 ro
	3160-3740 Electricity Sales	\$33.00	11/9/2023	EU - Nov 23 rct	11 06 23 rc
	9400-3130 General Sales and Use Tax	\$6.48	11/9/2023	water dept - Nov 23 rct	11 06 23 ro
	9400-3710 Water Sales	\$1,599.20	11/9/2023	water dept - Nov 23rct	11 06 23 ro
	1000-3340 Electric Permits	\$36.00	11/9/2023	general - Mech Energy	11 08 23 rd
		\$1,380.68	11/9/2023	general - Cabana Const	11 08 23 rd
	1000-3221 Building Permits	\$2,293.21	11/9/2023	sewer - Nov 23 rct	11 08 23 rd
	9450-3720 Sewer Sales	\$1,879.05	11/9/2023	water dept - Nov 23rct	11 08 23 rd
	9400-3710 Water Sales 9400-3130 General Sales and Use Tax	\$4.50	11/9/2023	water dept - Nov 23 rct	11 08 23 rc
		\$30.03	11/9/2023	EU - Nov 23 rct	11 08 23 rd
	3160-3740 Electricity Sales	\$55.80	11/9/2023	SRF - Nov 23 rct	11 08 23 rd
	9450-3728 Sewer Replacement Fund	\$300.00	11/16/2023	general - Cabana Const	11 09 23 rd
	1000-3225 Right of Way Permits	\$503.27	11/9/2023	general - Oct 23 misdemeanors	11 30 23 ct
	1000-3500 Fines and Forfeits	\$101.00	11/16/2023	general - WS&D Services	11 09 23 rd
	1000-3221 Building Permits	\$978.17	11/16/2023	water dept - Nov 23rct	11 09 23 rd
	9400-3710 Water Sales	\$978.17	11/16/2023	water dept - Nov 23 rct	11 09 23 rd
	9400-3130 General Sales and Use Tax	\$17.20	11/16/2023	EU - Nov 23 rct	11 09 23 rd
	3160-3740 Electricity Sales	\$33.31	11/16/2023	SRF - Nov 23 rct	11 09 23 rd
	9450-3728 Sewer Replacement Fund			sewer - Nov 23 rct	11 09 23 rd
	9450-3720 Sewer Sales			general - Sis Commerical Properties	
	1000-3210 Business Licenses/Permits	\$36.00	11/16/2023	general - Bertram Elec	11 13 23 rd
	1000-3340 Electric Permits	\$4,098.40	11/16/2023	general - Center Point Energy	11 13 23 rd
	1000-3340 Gas Franchise Fee	\$4,098.40 \$642.01	11/16/2023	CIP - general, Midco	11 13 23 rd
	1000-3340 Cable TV Franchise Fee	\$642.01 \$47.26	11/16/2023	EU - Nov 23 rct	11 13 23 rd
	3160-3740 Electricity Sales		11/16/2023	SRF - Nov 23 rct	11 13 23 rd
	9450-3728 Sewer Replacement Fund	· .	11/16/2023	water dept - Nov 23 rct	11 13 23 rd
	9400-3130 General Sales and Use Tax	\$18.13 \$2,653.97	11/16/2023	water dept - NOv 23 ret	11 13 23 rc
	9400-3710 Water Sales		11/16/2023	sewer - Nov 23 rct	11 13 23 rd
	9450-3720 Sewer Sales	\$2,949.69		water dept - Nov 23rct	11 13 23 rd
	9400-3710 Water Sales		11/16/2023	•	11 13 23 rd
	9400-3130 General Sales and Use Tax	\$25.51	11/16/2023 11/16/2023	water dept - Nov 23 rct EU - Nov 23 rct	11 13 23 rd
	3160-3740 Electricity Sales	\$30.78	11/16/2023	SRF - Nov 23 rct	11 13 23 rd
	9450-3728 Sewer Replacement Fund 9450-3720 Sewer Sales	\$85.11		sewer - Nov 23 rct	11 13 23 rc
	MED 2700 Fourt Solog	\$1,907.25	11/16/2023	sewer - NOV 25 IGL	11132310

## City of St. Augusta \*Receipt Book

November 2023

er Account	Last Dim Descr	Amount	Tran Date	Comments	Batch Name
14951 R 606-	49450-3728 Sewer Replacement Fund	\$109.21	11/16/2023	SRF - Nov 23 rct	11 14 23 rc
	49400-3710 Water Sales	\$1,104.21	11/16/2023	water dept - Oct 23rct	11 14 23 rc
14951R 601-	49400-3130 General Sales and Use Tax	\$11.00	11/16/2023	water dept - Nov 23 rct	11 14 23 ro
	49450-3720 Sewer Sales	\$5,387.71	11/16/2023	sewer - Nov 23 rct	11 14 23 rc
	43160-3740 Electricity Sales	\$12.00	11/16/2023	EU - Nov 23 rct	11 14 23 rc
	41000-3221 Building Permits	\$101.00	11/16/2023	general - H&S	11 16 23 ro
	41000-3221 Building Permits	\$101.00	11/16/2023	general - H&S	11 16 23 ro
	41130-3103 Gravel Tax	\$2,238.06	11/16/2023	CIP - pw dept, 3rd qtr 2023 agg tax	11 16 23 ro
	41000-3410 Zoning and Subdivision Fees	\$750.00	11/28/2023	general - M Hommerding rezone app	11 22 23 rc
	49400-3710 Water Sales	\$5,581.92	11/28/2023	-	11 21 23 ro
	49400-3130 General Sales and Use Tax	\$28.01	11/28/2023	water dept - Nov 23 rct	11 21 23 ro
	43160-3740 Electricity Sales	\$118.61	11/28/2023	EU - Nov 23 rct	11 21 23 rd
	49450-3728 Sewer Replacement Fund	\$207.78	11/28/2023	SRF - Nov 23 rct	11 21 23 ro
	49450-3720 Sewer Sales	\$6,491.08	11/28/2023	sewer - Nov 23 rct	11 21 23 ro
	41000-3710 Storm Sewer Sales	\$2,467.26	11/28/2023	SW - Nov 23 rct	11 21 23 ro
	41000-3221 Building Permits	\$186.25	11/28/2023	general - Clean Earth Geo	11 22 23 ro
	41000-3221 Building Permits	\$101.00	11/28/2023	general - Your Home Improvement	11 22 23 ro
	41000-3221 Building Permits	\$101.00	11/28/2023	general - Opies	11 22 23 ro
	41000-3221 Building Fermis 41000-3410 Assessment Search Fees	\$10.00	11/28/2023	general - Stearns Abstract	11 22 23 ro
	41000-3410 Assessment Search Fees	\$10.00	11/28/2023	-	11 22 23 rd
	42270-3623 Contributions and Donations	\$2.000.00	11/28/2023		11 22 23 rd
		\$36.00	11/28/2023	general - Advanced Elec	11 22 23 rd
	41000-3340 Electric Permits	\$1,289.17	11/28/2023	water dept - Oct 23rct	11 22 23 rd
	49400-3710 Water Sales	\$26.28	11/28/2023	•	11 22 23 rd
	43160-3740 Electricity Sales	\$20.20 \$43.81	11/28/2023	SRF - Nov 23 rct	11 22 23 rd
	49450-3728 Sewer Replacement Fund	\$1,535.29	11/28/2023	sewer - Nov 23 rct	11 22 23 rd
	49450-3720 Sewer Sales	\$661.80	11/28/2023	SW - Nov 23 rct	11 22 23 rd
	41000-3710 Storm Sewer Sales	\$589.59	11/28/2023	general - Mike Schlangen	11 22 23 rd
	41000-3221 Building Permits	\$309.39 \$101.00	11/28/2023	general - Prime North	11 22 23 rd
	41000-3221 Building Permits	\$101.00	11/28/2023	•	11 22 23 rd
	49400-3130 General Sales and Use Tax		11/28/2023	SW - Nov 23 rct	11 22 23 rd
	41000-3710 Storm Sewer Sales	\$1,653.60	11/28/2023	sewer - Nov 23 rct	11 22 23 rd
	49450-3720 Sewer Sales	\$348.34	11/28/2023	SRF - Nov 23 rct	11 22 23 rd
	49450-3728 Sewer Replacement Fund	\$11.36 \$285.40		water dept - Oct 23rct	11 22 23 rd
	49400-3710 Water Sales	\$285.40	11/28/2023	EU - Nov 23 rct	11 22 23 rd
	43160-3740 Electricity Sales	\$4.20	11/28/2023		11 27 23 rd
	41000-3221 Building Permits		11/28/2023	general - Stearns Elec capital credits	
	41000-3212 Dividends			general - Grand Irrigation	11 27 23 rd
	41000-3340 Electric Permits	\$361.00	11/28/2023	0	11 27 23 rd
	49400-3710 Water Sales	\$747.83	11/28/2023	water dept - Oct 23rct	11 27 23 rd
	43160-3740 Electricity Sales	\$15.94	11/28/2023	EU - Nov 23 rct	11 27 23 rd
	49450-3728 Sewer Replacement Fund	•	11/28/2023	SRF - Nov 23 rct	11 27 23 rd
	49450-3720 Sewer Sales	\$934.07	11/28/2023	sewer - Nov 23 rct	11 27 23 rd
	41000-3710 Storm Sewer Sales	\$5,665.20	11/28/2023	SW - Nov 23 rct	11 28 23 rd
	41000-3221 Building Permits	\$101.00	11/29/2023	general - Oberg Roofing general - Stearns County franchise f	
	41000-3340 Electric Franchise Fee	\$5,614.00	11/28/2023	-	11 24 23 rd
	41000-3221 Building Permits	\$202.00	11/29/2023	general - Oberg Roofing	
	43160-3740 Electricity Sales	\$17.29	11/29/2023	EU - Nov 23 rct	11 28 23 ro
	49450-3728 Sewer Replacement Fund	\$24.49	11/29/2023	SRF - Nov 23 rct	11 28 23 rc
	49450-3720 Sewer Sales	\$778.62	11/29/2023	sewer - Nov 23 rct	11 28 23 rd
14070 0 607	41000-3710 Storm Sewer Sales	\$1,064.00	11/29/2023	SW - Nov 23 rct	11 28 23 ro

### City of St. Augusta \*Receipt Book

November 2023

Refe	r Account	Last Dim Descr	Amount	Tran Date	Comments	Batch Name
	14979R 601-49	400-3710 Water Sales	\$866.35	11/29/2023	water dept - Oct 23rct	11 28 23 rct
	14981R 450-41	000-3100 General Property Taxes	\$194,660.14	11/29/2023	CIP - Nov 2023 tax settlement	11 30 23 tax stl
		254-3720 Sewer Special Assessments	\$21,512.10	11/29/2023	SAC - Nov 2023 tax settlement	11 30 23 tax stl
		000-3100 General Property Taxes	\$368,218.80	11/29/2023	general - Nov 2023 tax settlement	11 30 23 tax stl
		000-3100 General Property Taxes	\$17,924.41	11/29/2023	debt service - Nov 2023 tax settleme	11 30 23 tax stl
		000-3130 General Sales and Use Tax	\$194,660.14	11/29/2023	CIP - Nov 2023 tax settlement	11 30 23 tax stl
		254-3710 Water Special Assessments	\$10,739.94	11/29/2023	WAC - Nov 2023 tax settlment	11 30 23 tax stl
		000-3130 General Sales and Use Tax	-\$194,660.14	11/29/2023	CIP - Nov 2023 tax settlement	11 30 23 tax stl
Gran	d Total	-	\$735,675.39			

### \*Check Summary Register©

Checks 11/08/2023-12/05/2023

	Name	Check Date	Check Am	t
10100 STATE	BANK OF KIMBAL			
24885e	PERA	11/9/2023	\$2,020.36	emp pd pera
24886e	STATE BANK OF KIMBALL	11/9/2023	\$3,536.09	941 taxes
24887e	JOHN HANCOCK	11/9/2023	\$1,150.00	g - pay 23 23 def comp Hollermann
24888e	BLUE CROSS BLUE SHIELD	11/9/2023	\$5,218.97	Chad - employer paid insurance
24889e	STEARNS ELECTRIC ASSOCIATI	11/9/2023	\$1,638.61	fire dept - fire hall
24890e	STATE BANK OF KIMBALL	11/16/2023	\$10,223.50	941 taxes
24891e	PERA	11/21/2023	\$1,879.96	emp pd pera
24892e	STATE BANK OF KIMBALL	11/21/2023	\$3,299.62	941 taxes
24893e	JOHN HANCOCK	11/21/2023	\$1,150.00	g - def comp pay 24 2023 Hollermann
24894e	MN DEPT OF REVENUE	11/29/2023	\$1,313.95	emp pd state taxes
24895e	STATE BANK OF KIMBALL	11/29/2023	\$131.34	941 taxes
24896e	US BANK BLASHACK	11/29/2023	\$446.88	pw dept - Nov 23 fuel
24897e	US BANK CORDIE	11/29/2023	\$445.58	fire dept - supplies, Bound Tree
24898e	US BANK HOLLERMANN	11/29/2023	\$2,991.59	pw dept - fuel Dec 2023
24899e	US BANK KIFFMEYER	11/29/2023	\$1,438.98	pw dept - Nov 2023 fuel
24900e	US BANK KRAMER	11/29/2023	\$420.81	fire dept - dues, Mn State Fire Chief Assn
24902e	US BANK RASMUSON	11/29/2023	\$758.67	general - telephone, Midco
24903e	US BANK VOIGT	11/29/2023	\$228.00	fire dept - emails, Google
24904e	STATE BANK OF KIMBALL	12/5/2023	\$1,409.75	941 taxes
25187	BLASHACK, CHAD C.	11/8/2023	\$1,679.17	
25188	HILL, MARY M	11/8/2023	\$759.52	
25189	HOLLERMANN, PAUL A.	11/8/2023	\$1,534.67	
25190	KIFFMEYER, MARK G.	11/8/2023	\$1,590.41	
25191	McCABE, WILLIAM R.	11/8/2023	\$2,509.61	
25192	RASMUSON, TERESA M.	11/8/2023	\$181.36	
25193	SCHLUETER, STEVEN F.	11/8/2023	\$109.10	
25196	BAHR, ALEXANDER T.	11/15/2023	\$3,065.37	
25197	BAHR, LAUREN MARIE	11/15/2023	\$2,327.35	
25198	BROCKWAY, RUSTY STEPHEN	11/15/2023	\$1,546.80	
25199	BUCK, DEREK B	11/15/2023	\$2,182.33	
25200	CORDIE, CRAIG W	11/15/2023	\$2,198.81	
25201	HANISH, SCOTT L.	11/15/2023	\$2,175.26	
25202	HUEHN, JEREMY S	11/15/2023	\$2,592.62	
25203	KIRCHNER, ASHLEY	11/15/2023	\$1,741.34	
25204	KOSHIOL, JASON R.	11/15/2023	\$3,131.73	
25205	KRAMER, JOSEPH S.	11/15/2023	\$2,115.13	
25206	ROERICK, HERMAN C.	11/15/2023	\$2,525.42	
25207	SANDHURST, ADAM P.	11/15/2023	\$3,722.69	
25208	SAVAGE, PATRICK M	11/15/2023	\$3,877.68	
25209	SCHLUETER, STEVEN F.	11/15/2023	\$2,228.31	
25210	SCHREINER, CASEY C	11/15/2023	\$1,920.59	
25211	SCHULTZ, RICK L.	11/15/2023	\$1,839.24	
25212	SCHWINGHAMMER, JACOB L.	11/15/2023	\$951.45	
25213	SCHWINGHAMMER, LUKE R	11/15/2023	\$2,228.31	
25214	SKOGSTAD, LUCAS MILES	11/15/2023	\$2,137.87	
25215	STANG, DARYL J.	11/15/2023	\$3,505.17	
25216	STANG, DUANE J.	11/15/2023	\$2,044.39	
25217	STEINHOFER, SHAWN G.	11/15/2023	\$4,285.78	
25218	TOENJES, TANNER DEAN	11/15/2023	\$965.60	
25219	VOIGT, BENJAMIN M.	11/15/2023	\$4,474.19	
25220	BILL MCCABE	11/15/2023	\$233.49	g - McCabe rx, Costco
25221	BILL MCCABE	11/16/2023	\$16.30	g - McCabe rx, Costco
25222	BLASHACK, CHAD C.	11/21/2023	\$1,679.17	

### \*Check Summary Register©

Checks 11/08/2023-12/05/2023

Records and a second	Name	Check Date	Check Amt	
25223	HILL, MARY M	11/21/2023	\$88.54	
25224	HOLLERMANN, PAUL A.	11/21/2023	\$1,534.67	
25225	KIFFMEYER, MARK G.	11/21/2023	\$1,590.41	
25226	McCABE, WILLIAM R.	11/21/2023	\$2,509.61	
25227	RASMUSON, TERESA M.	11/21/2023	\$99.17	
25228	SCHLUETER, STEVEN F.	11/21/2023	\$127.28	
25231	BILL MCCABE	11/29/2023	\$36.98	g - McCabe, rx Costco
25232	AFLAC	12/5/2023	\$515.48	g - employee paid insurance
25233	ZAYO GROUP	12/5/2023	\$309.44	sewer dept - telephone
25234	ALTERNATIVE GARAGE DOOR R	12/5/2023	\$167.08	fire dept - parts
25235	CENTER POINT ENERGY	12/5/2023	\$53.18	fire dept - gas usage
25236	CORE & MAIN LP	12/5/2023	\$36,033.30	ARPA - meters
25237	COURI & RUPPE PLLP	12/5/2023	\$1,691.25	general - general legal counsel
25238	DARYL STANG	12/5/2023	\$300.00	parks dept - blow out sprinklers
25239	GOPHER STATE ONE-CALL	12/5/2023	\$421.19	water dept - locates
25240	MACQUEEN EMERGENCY	12/5/2023	\$416.45	pw dept - supplies
25241	MOORE ENGINEERING	12/5/2023	\$44,544.03	general - Knife River EAW review
25242	<b>NELSONS SANITATION &amp; RENTA</b>	12/5/2023	\$280.00	fire dept - pump holding tank
25243	ST. AUGUSTA FIRE RELIEF ASS	12/5/2023	\$3,000.00	fire dept - relief assn retirement contribution
25244	SUMMIT FIRE PROTECTION	12/5/2023	\$820.50	fire dept - annual extinguisher inspection
25245	UNITED STATES POSTAL SERVI	12/5/2023	\$700.00	STW - annual stormwater billing mailing
25246	ARVOLA HOMES INC	12/5/2023	\$200.00	pw dept - row refund 2768 Platinum Street
25247	BRAXTON DUMONCEAUX	12/5/2023	\$200.00	pw dept - row refund 2362 Jewel Street
25248	HERITAGE HOMES INC	12/5/2023	\$200.00	pw dept - row refund 2431 Gold Lane
25249	KATELYN MERTES	12/5/2023	\$200.00	pw dept - row refund 23688 66th Avenue
25250	PROGRESSIVE BUILDERS	12/5/2023	\$400.00	pw dept - 2462 Gold Lane
25251	CITY OF ST. CLOUD	12/5/2023	\$41,143.90	sewer dept - Sep 23 NR2
25252	ELECTRICAL CONSTRUCTION LL	12/5/2023	\$690.00	fire dept - generator repairs
25253	F.I.R.E.	12/5/2023		fire dept - EMS training
25254	FIRE EQUIPMENT SPECIALTIES I	12/5/2023		CIP - fire dept, turnout gear
25255	MARCO	12/5/2023		general - copier contract
25256	MN DEPT OF HEALTH	12/5/2023		water dept - hookup fees
25257	MOTOROLA	12/5/2023		fire dept - radios
25258	<b>NELSONS SANITATION &amp; RENTA</b>	12/5/2023		parks dept - pump holding tank KP
25259	RMB ENVIRONMENTAL LABORA	12/5/2023		sewer dept - ww effluent
25260	SCHLICK FAMILY FARM	12/5/2023	•	pw dept - row refund 81.43155.0307
25261	SC TIMES	12/5/2023		general - public heaing notice Pleasureland
25262	STEARNS ELECTRIC ASSOCIATI	12/5/2023		debt service - fire truck purchase loan
25263	TRAUT COMPANIES	12/5/2023	•	water dept - sample numbers 231871 & 23187
25264	WEST CENTRAL SANITATION	12/5/2023	\$147.27	general - garbage service
25265	McCABE, WILLIAM R.	12/1/2023	\$3,606.61	
25266	BACKES, JUSTIN A	12/5/2023	\$1,028.25	
25267	COLEMAN, MARY L	12/5/2023	\$1,028.25	
25268	HOMMERDING, MARLIN H.	12/5/2023	\$1,028.25	
25269	SCHMITZ, JEFFREY, J	12/5/2023	\$1,084.15	
25270	ZENZEN, MICHAEL	12/5/2023	\$820.25	
25271	CITY OF ST. AUGUSTA	12/5/2023		general - Nov 23 usage
25272	COLLABORATIVE PLANNING LLC	12/5/2023		general - Pleasureland
25273	EDAM	12/5/2023		general - 2024 membership dues
25274	GOPHER STATE ONE-CALL	12/5/2023		water dept - locates
25275	KELLY C JOHNSON INC	12/5/2023		general - Nov 2023 permits
25276	PETTY CASH	12/5/2023		water dept - utility billing mailing
25277	WERNER WELL DRILLING	12/5/2023		parks dept - test holes, HLP
	r	otal Checks	\$317,024.28	

### \*Check Summary Register©

Checks 11/08/2023-12/05/2023

Name

Check Date Check Amt

Michael G. Zenzen

NAME OF COMPANY

FILTER: [Check Date] between #11/08/2023# and #12/05/2023# and [Check Nbr]>0 and [Cash Act]='10100'

# \*Check Detail Register© Batch: 12 05 23 addl

) STATE		/BAL			
25271	12/05/23	CITY OF ST. AUGUSTA		er en en en en en de lan en	
E 101-41		city halls sewer/water expe	\$86.16		general - Nov 23 usage
210111		Total	\$86.16		
25272	12/05/23	COLLABORATIVE PLANNING	LLC		
E 101-41	000-307	Planning (GENERAL)	\$690.00	2023-312	general - Pleasureland
		Total	\$690.00		
25273	12/05/23	EDAM			
E 101-41	000-208	Training, Inst., Travel	\$320.00	-	general - 2024 membership dues
		Total	\$320.00		
25274	12/05/23	GOPHER STATE ONE-CALL			
E 601-49	400-314	Gopher State One Calls	\$22.28	3110757	water dept - locates
E 602-49	450-314	Gopher State One Calls	\$22.27	3110757	sewer dept - locates
		Total	\$44.55		
25275	12/05/23	KELLY C JOHNSON INC			
E 101-41	220-742	Electrical Insp	\$746.30		general - Nov 2023 permits
		Total	\$746.30		
25276	12/05/23	PETTY CASH			
E 601-49	400-322	Postage	\$10.00		water dept - utility billing mailing
E 602-49	450-322	Postage	\$10.00		sewer dept - utility billing mailing
		Total	\$20.00		
25277	12/05/23	WERNER WELL DRILLING			
E 101-45	5200-220	Repair/Maint Supply	\$5,905.00		parks dept - test holes, HLP
		Total	\$5,905.00		
	10100	STATE BANK OF KIMBAL	\$7,812.01		
d Summa	ry				
100 STATE	BANK OF KIMB				
1 GENERAL		· ·	747.46		
1 WATER F			\$32.28		
2 SEWER F	UND		\$32.27		
		\$7.	812.01		

# \*Check Detail Register© Batch: 12 05 23 USBank

<b>; #</b>	Check Date	Vendor Name	Amount Invoice	Comment
0 STA	ATE BANK OF	KIMBAL		
24896	e 11/29/23	US BANK BLASHACK		
E 101	1-41130-212	Motor Fuels	\$107.58	pw dept - Nov 23 fuel
E 601	1-49400-212	Motor Fuels	\$107.58	water dept - Nov 23 fuel
E 602	2-49450-212	Motor Fuels	\$107.58	sewer dept - Nov 23 fuel
E 101	1-41130-220	Repair/Maint Supply	\$82.86	pw dept - truck repair, Autozone
E 601	1-49400-316	Sample Analysis	\$10.00	water dept - sample transport, SpeeDee
	1-41130-220	Repair/Maint Supply	\$31.28	pw dept - supplies, Menards
		Total	\$446.88	
24897	e 11/29/23	US BANK CORDIE		
E 101	1-42270-232	EMS Supplies	\$445.58	fire dept - supplies, Bound Tree
		Total	\$445.58	
24898	<b>e</b> 11/29/23	US BANK HOLLERMANN		
E 101	1-41130-212	Motor Fuels	\$254.70	pw dept - fuel Dec 2023
E 601	1-49400-212	Motor Fuels	\$31.84	water dept - fuel Dec 2023
E 602	2-49450-212	Motor Fuels	\$31.84	sewer dept - fuel Dec 2023
E 10 <sup>-</sup>	1-41000-200	Office Supplies (GENERA	\$23.85	general - city hall door bell, Amazon
E 10 <sup>-</sup>	1-41130-220	Repair/Maint Supply	\$277.08	pw dept - truck repairs, Glass America
E 10 <sup>-</sup>	1-41130-220	Repair/Maint Supply	\$2,372.28	pw dept - cutting edges, Kris Engineering
		Total	\$2,991.59	
24899	e 11/29/23	US BANK KIFFMEYER		
E 101	1-41130-212	Motor Fuels	\$109.19	pw dept - Nov 2023 fuel
E 101	1-41130-220	Repair/Maint Supply	\$281.71	pw dept - truck #20, Central Hydraulics
E 10 <sup>-</sup>	1-41130-220	Repair/Maint Supply	\$451.71	pw dept - truck #23, N Central Intl
E 101	1-41130-220	Repair/Maint Supply	\$75.58	pw dept - truck #23, Menards
E 101	1-41130-220	Repair/Maint Supply	\$379.23	pw dept - loader, Centeral Hydraulics
E 10 <sup>-</sup>	1-41130-220	Repair/Maint Supply	\$141.56	pw dept - supplies, M and M
		Total	\$1,438.98	
24900	e 11/29/23			Readed dura Marchate Fire Okief Asse
E 101	1-42270-206	Association Dues/LMC, A	\$315.00	fire dept - dues, Mn State Fire Chief Assn
E 10 <sup>-</sup>	1-42270-220	Repair/Maint Supply	\$105.81	fire dept - supplies, Menards
		Total	\$420.81	
24902			#474 00	general - telephone, Midco
	1-41000-321	Telephone	\$174.09	general - telephone, Midco general - internet, Midco
	1-41000-323		\$97.66	general - telephone, Midco
E 101	1-41000-321	Telephone	\$169.00	0
E 101	1-41000-323	Internet	\$90.00	general - interent, Midco
E 101	1-42270-321	Telephone	\$147.92	fire dept - telephone, Midco
E 10 <sup>-</sup>	1-42270-323	Internet	\$80.00	fire dept - internet, Midco
		Total	\$758.67	
24903				
E 101	1-42270-220	Repair/Maint Supply	\$228.00	fire dept - emails, Google
		Total	\$228.00	

# \*Check Detail Register© Batch: 12 05 23 USBank

Check #	Check Date	Vendor Name	Amount Invoice	Comment	ricipatente.
		10100 STATE BANK OF KIMBAL			
Fund Sur	nmary				
<u>10100 S</u>	TATE BANK OF				
101 GEN	ERAL FUND		\$6,441.67		
601 WAT	ER FUND		\$149.42		
602 SEW	ER FUND		\$139.42		
			\$6,730.51		

Michael G. Zenzen

# \*Check Detail Register© Batch: Dec 5 2023 mtg

) STATE	BANK OF K				
25232	12/05/23	AFLAC	<b>*</b> ~~~ <b>*</b> ~	044040	a complexed poid insurance
G 101-21	1710	Other Deducations	\$364.40	941019	g - employee paid insurance
G 601-21	1710	Other Deducations	\$75.54	941019	g - employee paid insurance
G 602-21	1710	Other Deducations	\$75.54	941019	g - employee paid insurance
		Total	\$515.48		
25233	12/05/23	ZAYO GROUP			
E 602-49	450-321	Telephone	\$309.44		sewer dept - telephone
		Total	\$309.44		
25234	12/05/23	ALTERNATIVE GARAGE DOO	R REPAIR		
E 101-42	270-220	Repair/Maint Supply	\$167.08	4300	fire dept - parts
		Total	\$167.08	-	
25235	12/05/23	CENTER POINT ENERGY			
E 101-42		Fire Dept Utilities	\$53.18		fire dept - gas usage
E 101 42	210 007	Total	\$53.18	-	
25236	12/05/23	CORE & MAIN LP			
E 451-41		Miscellaneous	\$34,560.00	T313264	ARPA - meters
E 451-41		Miscellaneous	\$1,473.30	T877608	ARPA - meter parts
E 401-41	000-430	Total	\$36,033.30	81.	
	40405100				
25237	12/05/23	COURI & RUPPE PLLP	\$1,182.50		general - general legal counsel
E 101-41		Legal Fees	\$1,182.50		general - Pleasureland
E 101-41		Legal Fees	\$293.75		general - Winkleman
E 101-41	000-304	Legal Fees			general - Winkleman
		Total	\$1,691.25	مى يەرىپى بىرى بىرى بىرى بىرى بىرى بىرى بىرى	
25238	12/05/23	DARYL STANG			
E 101-45	200-220	Repair/Maint Supply	\$200.00		parks dept - blow out sprinklers
E 101-42	270-220	Repair/Maint Supply	\$100.00		fire dept - blow out sprinklers
		Total	\$300.00		
25239	12/05/23	GOPHER STATE ONE-CALL			
E 601-49	400-314	Gopher State One Calls	\$210.59		water dept - locates
E 602-49	450-314	Gopher State One Calls	\$210.60		sewer dept - locates
		Total	\$421.19		
25240	12/05/23	MACQUEEN EMERGENCY	· · · · · · · · · · · · · · · · · · ·		
E 101-41	130-220	Repair/Maint Supply	\$416.45	P20899	pw dept - supplies
		Total	\$416.45		
25241	12/05/23	MOORE ENGINEERING			
E 101-41		Engineering Fees	\$537.50	35939	general - Knife River EAW review
E 101-41		Engineering Fees	\$107.50	35939	general - general engineering
E 101-41		Engineering Fees	\$1,935.00	35939	general - Pleasureland
E 607-41		Engineering Fees	\$190.00	35940	MS4 - engineering services
	000-000	g	\$41,774.03	35941	CIP - pw dept, 2024 street project

# \*Check Detail Register© Batch: Dec 5 2023 mtg

		Total	\$44,544.03		
25242	12/05/23	NELSONS SANITATION & R	RENTAL IN		
E 101-42	2270-220	Repair/Maint Supply	\$280.00		fire dept - pump holding tank
		Total	\$280.00		
25243	12/05/23	ST. AUGUSTA FIRE RELIEF	ASSN		
E 101-42	2270-125	Other Retirement Contribu	\$3,000.00		fire dept - relief assn retirement contribution
		Total	\$3,000.00		
25244	12/05/23	SUMMIT FIRE PROTECTION	N		
E 101-42	2270-220	Repair/Maint Supply	\$820.50	150036080	fire dept - annual extinguisher inspection
		Total	\$820.50		
25245	12/05/23	UNITED STATES POSTAL S	ERVICE		
E 607-41	1000-322	Postage	\$700.00		STW - annual stormwater billing mailing
		Total	\$700.00		
	1010	0 STATE BANK OF KIMBAL	\$89,251.90		
d Summa	ıry				
100 STATE	BANK OF KIME				
1 GENERAL	_ FUND		9,672.86		
0 CAPITAL	PROJECT FUNE		1,774.03		
1 AMERICA	N RESCUE PLA		6,033.30		
1 WATER F	UND		\$286.13		
2 SEWER F	UND		\$595.58		
7 STORMW	ATER UTILITY		\$890.00		
		<b>^</b>	9,251.90		

Michael G. Zenzen

# \*Check Detail Register© Batch: 12 05 23 cks 2

00 ST	ATE BANK OF K	IMBAL		na a sana di shi dana di da yang sa sa sana na yan dani di sa sana ta shi da shi da shi d	
25251	12/05/23	CITY OF ST. CLOUD			
E 60	)1-49400-312	Water/Contract Services	\$28,613.29	AR029692	water dept - Sep 23 usage
E 60	2-49450-313	Sewer/Contract Services	\$6,554.70	-	sewer dept - Sep 23 treatment charges
E 60	)2-47000-602	NR2 Project - principal/int	\$5,975.91	AR029692	sewer dept - Sep 23 NR2
		Total	\$41,143.90		
25252	12/05/23	ELECTRICAL CONSTRUCT	ON LLC		
E 10	)1-42270-220	Repair/Maint Supply	\$690.00	27	fire dept - generator repairs
		Total	\$690.00		
25253	12/05/23	F.I.R.E.			
E 10	)1-42270-208	Training, Inst., Travel	\$560.00	6496	fire dept - EMS training
		Total	\$560.00		
25254	12/05/23	FIRE EQUIPMENT SPECIAL	TIES INC		
	50-42270-419	Turn Out Gear	\$13,684.00	1001	CIP - fire dept, turnout gear
		Total	\$13,684.00		
25255	12/05/23	MARCO			
	1-41000-300	support services	\$101.50		general - copier contract
		Total	\$101.50		
25256	12/05/23	MN DEPT OF HEALTH		······································	
	)1-49400-312	Water/Contract Services	\$1,219.00		water dept - hookup fees
2.00	71-43400-312	Total	\$1,219.00	n.	
25257		MOTOROLA	\$578.15		fire dept - radios
E 10	)1-42270-220	Repair/Maint Supply			
		Total	\$578.15		
25258	12/05/23	<b>NELSONS SANITATION &amp; R</b>	ENTAL IN		
E 10	1-45200-220	Repair/Maint Supply	\$205.00		parks dept - pump holding tank KP
		Total	\$205.00		
25259	12/05/23	RMB ENVIRONMENTAL LA	BORATORIES	,	
	2-49450-316	Sample Analysis	\$248.62	D053699	sewer dept - ww effluent
E 60	2-49450-316	Sample Analysis	\$104.54	D054095	sewer dept - ww effluent
		Total	\$353.16		
25260	12/05/23	SCHLICK FAMILY FARM			
	)1-41130-342	Refunds	\$200.00		pw dept - row refund 81.43155.0307
		Total	\$200.00		
25261	12/05/23	SC TIMES			
	)1-41000-203	Legal Notice Publication	\$75.06		general - public heaing notice Pleasureland
	)1-41000-203	Legal Notice Publication	\$84.01		general - public heairng notice A\$E
		Total	\$159.07		
25262	12/05/23	STEARNS ELECTRIC ASSO	CIATION		
LULUL	12/00/20	fire truck purchase	\$35,288.01		debt service - fire truck purchase loan

# \*Check Detail Register© Batch: 12 05 23 cks 2

		Total	\$35,288.01		
25263	12/05/23	TRAUT COMPANIES	anna ann an a		
E 60 <sup>-</sup>	1-49400-316	Sample Analysis	\$70.00	365073	water dept - sample numbers 231871 & 231872
		Total	\$70.00		
25264	12/05/23	WEST CENTRAL SANITATION	J		
E 10 <sup>-</sup>	1-41000-384	Refuse/Garbage Disposal	\$112.79	12935834	general - garbage service
E 10 <sup>-</sup>	1-42270-384	Refuse/Garbage Disposal	\$34.48	12935834	fire dept - garbage service
		Total	\$147.27		
		0 STATE BANK OF KIMBAL	\$94,399.06		
und Sum	mary	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~			
	ATE BANK OF KIME	3AL			
10100 ST/	<mark>ATE BANK OF KIME</mark> RAL FUND		640.99		
10100 ST/		\$2,	640.99 288.01		
10100 ST/ 101 GENE 351 DEBT	RAL FUND	\$2, ISSUES \$35,			
10100 ST/ 101 GENE 351 DEBT	RAL FUND SERVICE SPECIAL AL PROJECT FUNE	\$2, ISSUES \$35, D \$13,	288.01		
101 GENE 351 DEBT 450 CAPIT	RAL FUND SERVICE SPECIAL AL PROJECT FUNE R FUND	\$2, ISSUES \$35, D \$13, \$29,	288.01 684.00		

Michael G. Zenzen

# \*Check Detail Register© Batch: Dec 5 2023 row refnd

ck #	Check Date Ve	ndor Name	Amount Invoice	Comment
00 ST	ATE BANK OF K	IMBAL		
25246	12/05/23	ARVOLA HOMES INC		
E 10	01-41130-342	Refunds	\$200.00	pw dept - row refund 2768 Platinum Street
		Total	\$200.00	
25247	12/05/23	BRAXTON DUMONCEAUX		-
E 10	01-41130-342	Refunds	\$200.00	pw dept - row refund 2362 Jewel Street
		Total	\$200.00	
25248	12/05/23	HERITAGE HOMES INC		
E 10	01-41130-342	Refunds	\$200.00	pw dept - row refund 2431 Gold Lane
		Total	\$200.00	
25249	12/05/23	KATELYN MERTES		
E 10	01-41130-342	Refunds	\$200.00	pw dept - row refund 23688 66th Avenue
		Total	\$200.00	
25250	12/05/23	PROGRESSIVE BUILDERS		
E 10	01-41130-342	Refunds	\$200.00	pw dept - 2462 Gold Lane
E 10	01-41130-342	Refunds	\$200.00	pw dept - 2474 Gold Lane
		Total	\$400.00	
	101	00 STATE BANK OF KIMBAL	\$1,200.00	
und Sum	nmary			
10100 ST	ATE BANK OF KIN			
101 GENE	ERAL FUND	\$1,	200.00	
		\$1,	,200.00	

Michael G. Zenzen

	Gene	ral Fund	CIP	' Fund	Debt	Service	SAC	C/WAC Fund	Wa	ter Fund	Sew	/er Fund	Sto	orm Water	Sewe	er Debt	Stree	et Light	<b>ARP</b>	A Funds	Monthl	ly Totals
Cash Balance 12/31/2022(audited)	\$	1,208,861	\$1	,527,107.00	\$	199,677	\$	82,873	\$	114,574	\$	970,866	\$	61,528	\$	145,999	\$	5,773	\$	187,917	\$	4,505,175
Receipts January 2023	\$	27,468	\$	58,776.62	\$	482	\$	526	\$	21,525	\$	26,688	\$	8,627	\$	850	\$	340			\$	145,282
Ex. January 2023	\$	66,860			\$	495	\$	84,868	\$	162,914			\$	1,099			\$	323			\$	316,559
Receipts February 2023	\$	27,349	\$	37,000.03					\$	25,303	\$	31,499	\$	1,370	\$	990	\$	415			\$	123,926
Ex. February 2023	\$	83,785	\$	13,258.00					\$	33,638	\$	35,279	\$	2,020			\$	323	\$	31,440	\$	199,743
Receipts March 2023	\$	16,354	\$	52,057.77			\$	6,000	\$	21,802	\$	27,641	\$	433	\$	833	\$	395			\$	125,515
Ex. March 2023	\$	56,585	\$	114,396.60					\$	6,309	\$	656,009	\$	1,285			\$	647			\$	835,232
Receipts April 2023	\$	97,366	\$	2,690.98			\$	180,000	\$	20,495	\$	24,160	\$	1,072	\$	743	\$	334			\$	326,860
Ex. April 2023	\$	75,326	\$	102,433.45					\$	22,394	\$	19,247	\$	1,653			\$	249	\$	28,800	\$	250,102
Receipts May 2023	\$	33,406	\$	17,453.32			\$	12,000	\$	21,560	\$	27,115	\$	1,124	\$	842	\$	406			\$	113,907
Ex. May 2023	\$	176,864	\$	32,936.20					\$	39,433	\$	31,815	\$	1,902							\$	282,950
Receipts June 2023	\$	457,748	\$	234,625.83	\$	21,477	\$	41,778	\$	28,129	\$	26,225	\$	1,558	\$	1,245	\$	336			\$	813,121
Ex. June 2023	\$	151,533	\$	134,647.30					\$	5,954	\$	6,159	\$	1,211			\$	323	\$	3,000	\$	302,827
Receipts July 2023	\$	18,538	\$	58,576.04					\$	27,927	\$	26,257	\$	230	\$	1,429	\$	345			\$	133,301
Ex. July 2023	\$	87,497	\$	945.42					\$	19,823	\$	17,725	\$	7,120			\$	323	\$	4,320	\$	137,753
Receipts August 2023	\$	57,155	\$	151,110.12			\$	18,000	\$	34,979	\$	26,504	\$	58	\$	1,597	\$	436			\$	289,840
Ex. August 2023	\$	142,564	\$	22,052.61					\$	33,260	\$	58,022		1,649			\$	323			\$	257,871
Receipts September 2023	\$	53,287	\$	30,586.83			\$	12,000	\$	30,841	\$	26,186	\$	29	\$	1,509	\$	378			\$	154,817
Ex. September 2023	\$	58,077	\$	244,024.41					\$	80,975	\$	35,541	\$	3,460			\$	323	\$	1,077	\$	423,478
Receipts October 2023	\$	38,542	\$	11,590.98			\$	30,000	\$	36,489	\$	26,179		29	\$	1,435	\$	446			\$	144,711
Ex. October 2023	\$	97,559	\$	46,576.00					\$	3,256	\$	5,132		3,715			\$	323	\$	34,609	\$	191,171
Receipts November 2023	\$	397,737	\$	227,704.94	\$	17,924	\$	32,252	\$	20,332	\$	25,038	\$	13,509	\$	818	\$	359			\$	735,675
Ex. November 2023	\$	168,272	\$	118,739.88					\$	38,695	\$	16,760	\$	1,022			\$	323			\$	343,812
Receipts December 2023																					\$	-
Ex. December 2023	\$	51,515	\$	55,458.03	\$	35,288			\$	32,106	\$	15,387	\$	1,381					\$	36,033	\$	227,167
							_														\$	-
Cash Balance	\$	1,217,374	\$1	,523,812.56	\$	203,777	\$	330,561	\$	(74,800)	\$	367,283	\$	62,050	\$	158,289	\$	6,482	\$	48,638	\$	3,843,465

2023 CIP Breakdown	Unallocated	Adm	in	Par	ĸ	Stre	eets	Fire	)	Total
Beginning Balance -12/31/2022										
Un-Audited	\$367,184.63	\$7	6,663.85	40	839,421.80		\$239,878.27		\$3,958.45	\$1,527,107.00
January Sales Tax				\$	25,672.76	\$	25,672.75			\$51,345.51
January Property Tax						\$	4,052.28	\$	715.10	\$4,767.38
January Cable Franchise Fees		\$	663.73							\$663.73
Meat Raffle Proceeds								\$	2,000.00	\$2,000.00
2022 Street Project Inspection						\$	(13,258.00)			(\$13,258.00)
February Sales Tax		_		\$	16,909.93	\$	16,909.92			\$33,819.85
February Cable Franchise Fees		\$	655.18							\$655.18
Park Dedication Fee				\$	525.00					\$525.00
Meat Raffle Proceeds							(=== 0.0)	\$	2,000.00	\$2,000.00
Seal Coating Engineering						\$	(555.00)			(\$555.00)
Plow Truck Chassis and Registration						\$	(89,004.45)			(\$89,004.45)
Radios			E 000 00)					\$	(2,415.00)	(\$2,415.00)
Garage Heaters		\$ (	5,800.00)			~	(10,000,15)			(\$5,800.00)
2022 Street Project Final				e	40.000.00	\$	(16,622.15) 489.03			(\$16,622.15) \$48,728.06
March Sales Tax		e	000 74	\$	48,239.03	\$	489.03			\$48,728.06
March Cable Franchise Fees		\$	663.74	æ	525.00					\$663.74 \$525.00
Park Dedication Fee				\$	525.00	e	140.97			\$140.97
Aggregate Tax Meat Raffle Proceeds						\$	140.97	s	2 000 00	
Radios				<u> </u>		<u> </u>		> \$	2,000.00	\$2,000.00 (\$2,449.45)
				<u> </u>		s	(215.00)	¢	(2,449.45)	(\$2,449.45) (\$215.00)
2023 Street Project Engineering Wheel Loader				<u> </u>		Դ Տ	(215.00)	-		(\$215.00)
Trailer for Wheel Loader				<u> </u>		ş S	(11.890.00)	-		(\$88,379.00) (\$11,890.00)
April Cable Franchise Fees		s	690.98			¢	(11,690.00)			(\$11,890.00) \$690.98
Meat Raffle Proceeds		φ	090.90	<u> </u>		<u> </u>		s	2,000.00	\$2,000.00
Seal Coating Engineering		<u> </u>		<u> </u>		s	(1,045.00)	φ	2,000.00	(\$1,045.00)
Garage Heaters		\$ (	4,976.00)			φ	(1,045.00)			(\$1,045.00)
Radios		φ (	4,370.00)					¢	(26,415.20)	(\$26,415.20)
Park Dedication Fee				s	525.00			φ	(20,413.20)	\$525.00
May Cable Franchise Fees		\$	678.32	ψ	525.00					\$678.32
Wheel Loader Sale		ş	070.32			\$	14,250.00			\$14,250.00
Meat Raffle Proceeds						φ	14,230.00	\$	2.000.00	\$2,000.00
Street project engineering						\$	(1,122.50)	φ	2,000.00	(\$1,122.50)
Park Ball Field Shed				\$	(4,379.80)	Ψ	(1,122.30)			(\$4,379.80)
Plow Truck Build Out				ψ	(4,575.00)	\$	(117,468.00)			(\$117,468.00)
New Mower				\$	(11,677.00)	φ	(117,400.00)			(\$11,677.00)
June Cable Franchise Fees		s	669.08	ψ	(11,077.00)					\$669.08
June Property Tax		Ψ	005.00			s	177,807.13	\$	56,149.62	\$233,956,75
Fire Hall Tables						Ψ	177,007.10	ě	(945.42)	(\$945.42)
Local Government Aid						\$	55,402.00	Ψ	(040.42)	\$55,402.00
July Cable Franchise Fees		s	674.04			Ψ	00,402.00			\$674.04
Center Point Grant		Ψ	014.04			-		¢.	2,500.00	\$2,500.00
2021 Street Project Final						s	(10,947.73)	Ŷ	2,000.00	(\$10,947.73)
2022 Street Project (Striping)						Š	(11,104.88)	-		(\$11,104.88)
August Sales Tax				\$	66,632.83	\$	66,632.82	-		\$133,265.65
August Cable Franchise Fees		s	662.49	Ψ	00,002.00	Ŷ	00,002.02			\$662.49
Aggregate Tax		Ť		1		s	1.181.98	-		\$1.181.98
Sale of Dump Truck		1		1		Š	16,000.00	_		\$16.000.00
250th Street Overlay Share		1		1		Š	(202,995,41)	_		(\$202,995,41)
Plow Truck Accessories		1		1		Š	(940.00)	-		(\$940.00)
Radios				1		<u> </u>	(	\$	(4,755.00)	(\$4,755.00)
New Salt Shed Doors		\$ (	7,130.00)	1				Ľ.	, ,	(\$7,130.00)
Gravel Road Patches (23rd Ave. & 66th/205th)		· ` `		1		\$	(23,304.00)			(\$23,304.00)
Street Patching				1		Š	(4,900.00)			(\$4,900.00)
September Sales Tax		1		\$	13,966.69	\$	13,966.68			\$27,933.37
September Cable Franchise Fees		\$	653.46	É	.,	É	.,			\$653.46
Mear Raffle Proceeds		Ľ		1		1		\$	2,000.00	\$2,000.00
2024 Street Project Engineering		1		1		\$	(46,576.00)			(\$46,576.00)
2024 Seal Coat Project		1		1		\$	(82,177.15)			(\$82,177.15)
October Cable Franchise Fees		\$	647.88	1		<u> </u>	(2)			\$647.88
Aggregate Tax				1		\$	8,943.10			\$8,943.10
Meat Raffle Proceeds		1		1		<u> </u>		\$	2,000.00	\$2,000.00
2024 Street Project Engineering				1		\$	(36,562.73)	Ċ.		(\$36,562.73)
November Cable Franchise Fees		\$	642.01	1		<u> </u>				\$642.01
Aggregate Tax				1		\$	238.06			\$238.06
Meat Raffle Proceeds				1		r i		\$	2,000.00	\$2,000.00
November Sales Tax				\$	14,082.36	\$	14,082.37	Ċ.		\$28,164.73
		1		L .		\$	147,941.71	\$	46,718.43	\$194,660.14
November Property Tax								<u> </u>		
November Property Tax Turn out Gear								\$	(13,684.00)	(\$13,684.00)
						\$	(41,774.03)	\$	(13,684.00)	(\$13,684.00) (\$41,774.03)

#### Unallocated - Reserved

Eagle Drive	
215th Street	5
Trails (Sales Tax Specific)	5

\$ 17,912.00 \$ 53,375.50 \$ 191,000.00

	2023	Spent/Received	% of Budget	Remaining Amount
Revenues	Budget	As of Dec. 5, 2023	Spent	
General Fund	\$1,058,837	\$ 1,276,802	120.59%	(\$217,965)
Capital Improvement Fund	\$836,081	\$ 882,644	105.57%	(\$46,563)
Water Fund	\$272,547	\$ 334,398	122.69%	(\$61,851)
Sewer Fund	\$560,753	\$ 339,181	60.49%	\$221,572
Sewer Debt Fund	\$12,500	\$ 14,017	112.14%	(\$1,517)
Street Light Fund	\$4,500	\$ 5,065	112.56%	(\$565)
WAC/SAC Improvement Fui	\$89,508	\$ 339,830	379.66%	(\$250,322)
Debt Service	\$41,000	\$ 40,437	98.63%	\$563
Storm Water	\$55,000	\$ 27,994	50.90%	\$27,006
American Rescue Plan	\$0		#DIV/0!	\$0
Total Revenues	\$2,930,726	\$ 3,260,368	111.25%	(\$329,642)
Expenditures				
General Fund	\$1,055,402	\$ 1,254,609	118.87%	(\$199,207)
Capital Improvement Fund	\$850,800	\$ 885,908	104.13%	(\$35,108)
Water Fund	\$260,772	\$ 410,341	157.36%	(\$149,569)
Sewer Fund	\$555,580	\$ 1,064,420	191.59%	(\$508,840)
Storm Water Utility Fund	\$36,009	\$ 28,608	79.45%	\$7,401
Street Light Fund	\$4,380	\$ 3,805	86.87%	\$575
WAC/SAC Improvement Fui	\$240,000		0.00%	\$240,000
Debt Service	\$36,795	\$ 35,783	97.25%	\$1,012
American Rescue Plan		\$ 139,279	#DIV/0!	(\$139,279)
Total Expenditures	\$3,039,738	\$ 3,822,753	125.76%	(\$783,015)

General Fund				
	2023	Spent	% of Budget	Remaining Amount
	Budget	As of Dec. 5, 2023	Spent	
Administration	\$ 384,294	\$ 448,086	116.60%	\$ (63,792)
Council	\$ 35,031	\$ 32,614	93.10%	\$ 2,417
Boards and Commissions	\$ 3,500	\$ 2,745	78.43%	\$ 755
Building Inspection	\$ 75,000	\$ 219,347	292.46%	\$ (144,347)
Elections	\$ 2,200	\$ 3,997	181.69%	\$ (1,797)
Fire	\$ 226,521	\$ 202,803	89.53%	\$ 23,718
Streets	\$ 241,191	\$ 252,623	104.74%	\$ (11,432)
Parks	\$ 87,666	\$ 92,394	105.39%	\$ (4,728)
Total General Fund	\$ 1,055,402	\$ 1,254,609	118.87%	\$ (199,207)

### MINUTES OF THE CITY COUNCIL ST. AUGUSTA, MINNESOTA Personnel Policy Workshop Meeting November 21, 2023

- **CALL TO ORDER:** The workshop meeting was called to order by Mayor Zenzen at 5:40 PM.
- **PRESENT:** Mayor Zenzen, Council Members Backes, Hommerding, Coleman and Schmitz; and Clerk/Administrator McCabe.

OTHERS PRESENT: None.

#### add PERSONNEL

**POLICY REVIEW:** The Council reviewed the existing policy and discussed the following areas to clean up/amend the policy:

Work Schedule and Hours – there was brief discussion on summer versus winter hours. Mayor Zenzen indicated he wanted more crack filling done and if that meant we needed to adjust the hours, we should consider. Mr. Schmitz suggested we potentially use a different machine for crack filling. Consensus was the hours were okay to leave and the amount of crack filling will be addressed within the schedule allowed.

The Juneteenth Holiday would be added to the holidays.

The sick time policy would have to be rewritten to include the sick and safe that was mandated by the legislature. Consensus was to accrue the hours rather than give them all at the beginning. Mr. McCabe was directed to bring an amended policy that adds the required language.

# ADJOURMENT: A motion was made to adjourn to at 7:15 by Mr. Schmitz, seconded by Mr. Schmitz. Meeting Adjourned.

Approved this 5<sup>th</sup> day of December, 2023.

Michael G. Zenzen, Mayor

Attest:

William R. McCabe, Clerk/Administrator

### **Pleasureland RV Stormwater BMP Maintenance Agreement**

- I. THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of St. Augusta, MN (hereinafter referred to as the "City") and Pearson Investments, LLC, a Minnesota Limited Liability Company (hereinafter referred to as "Owner") with reference to the following facts and circumstances:
  - A. Owner is the fee owner of certain real property situated in the City of St. Augusta, legally described as follows:

Lots 1, Block 1, Pleasureland RV, City of St. Augusta, Stearns County, Minnesota (hereinafter referred at as the "Subject Property")

- B. As a condition of its approval of the development for the Subject Property, the City has required that the parties hereto enter into an agreement, which makes provision for the maintenance of the Stormwater Management Best Management Practice(s) (BMPs) located within the boundaries of the Subject Property as the same is described and depicted in those certain construction plans drawn by Stark Engineering, approved by the City and to be constructed by Owner. The Stormwater Management BMPs are located in the platted drainage and utility easements of the Subject Property.
- C. The parties hereto desire to set forth their agreement with respect to the maintenance of the Stormwater Management BMPs and the costs of such maintenance.

II. NOW THEREFORE, in consideration of the foregoing facts and circumstances, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

- A. For the purpose of this Agreement, maintenance of the Stormwater Management BMPs shall mean the regular inspection, routine maintenance, and major maintenance as required to maintain the performance standard and function of the Stormwater Management BMPs identified within the project Stormwater Pollution Prevention Plan (SWPPP) and construction documents approved by the City and which may be approved in the future related to one or more of the lots in the Subject Property.
- B. Owner shall be solely responsible for the maintenance of the Stormwater Management BMPs, and shall bear all costs of such maintenance.
  - i. The infiltration basins on site shall be inspected semi-annually in the spring and fall. If the basins integrity is in question following inspections, maintenance shall be scheduled. Minor maintenance of infiltration basins include manual manipulation of the top surface layer (2- to 3-inches) and the replacement of media, as needed. Minor maintenance can also include picking up any buildup of trash, debris, or sediment within the infiltration basins, drainage swales, and surrounding drainage areas. Major maintenance of filtration basins include any major construction activities necessary to establish integrity of failed BMP, such as non-functioning pipes, non-functioning outlet structures, or a full replacement of soil media. Routine maintenance of filtration basins include replacing the top 2 to 5 inches of media every 3 to 5 years or when filtering capacity diminishes (water ponds for more than 48 hours), whichever occurs first.
- C. Owner shall complete an annual report, certified by a qualified individual. The report shall include written documentation of the inspection schedule, times of inspection, remedial actions taken to repair, modify, or reconstruct the BMPs, certification that the BMP is functioning in accordance with the approved plans, and notification of any planned change in responsibility for the BMPs. Owner shall retain completed annual reports for a minimum of 15 years and shall provide the City with the written documentation upon request.

- D. Owner shall grant the City or its agents or contractor the right of entry at reasonable times and in a reasonable manner upon reasonable notice by the City for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining, or repairing the BMPs.
- E. Owner shall grant to the City the necessary easements and right-of-way and maintain perpetual access from public rights-of-way to the BMPs for the City or its agent or contractor.
- F. If, upon inspection, the City finds that Owner has failed to properly maintain the BMPs, the City may order the work to be performed within 14 days. In the event the work is not performed or a schedule for undertaking the work to be performed has not been provided within the specified time, Owner agrees to allow the City to enter the property and take whatever steps it deems necessary to maintain the BMPs. The cost reasonably incurred by the City for performing such maintenance shall be reimbursed to the City within 30 days by the party responsible for such maintenance and, if the responsible party does not timely reimburse the City, then the City may recover its costs by levying a special assessment against Owner's property, certifying such costs to the County Auditor to be collected with the taxes pursuant to Minn. Stat. § 366.012, or by any other means available by law.
- G. Owner, as present owner of the Subject Property, for itself and respective successors and assigns, hereby waives any statutory right which it may have to contest any such assessment or certification by the City of its maintenance costs to portions of the Subject property.
- H. The City is under no obligation to maintain or repair said BMPs, and in no event shall this Agreement be construed to impose any such obligation on the City.
- I. Owner and its heirs, administrators, executors, assigns and any other successor interest shall indemnify and hold harmless the City and its officers, agents and employees for any and all damages, accidents, casualties, occurrences, claims or attorney's fees which might arise or be asserted, in whole or in part, against the City from the construction, presence, existence, or maintenance of the BMPs subject to the Agreement. In the event a claim is

asserted against the City, its officers, agents or employees, the City shall notify Owner and Owner shall defend at Owner's expense any suit based on such claim. If any judgment or claim against the City, its officers, agents or employees, shall be allowed, Owner shall pay all costs and expenses in connection therewith. The City will not indemnify, defend or hold harmless in any fashion Owner from any claims arising from any failure, regardless of any language in any attachment or other document that the Owner may provide.

- J. No waiver of any provision of this agreement shall affect the right of any party thereafter to enforce such provisions or to exercise any right or remedy available.
- K. Owner shall provide as attachment to this agreement the required Maintenance Plan, as-built drawings, and certification that the BMP has been constructed properly as required by the City of St. Augusta's Ordinance No. 2017-04 entitled "An Ordinance Establishing Regulations of Storm Sewer Use" and the City's Stormwater Management Design Guide.
- L. The terms and conditions of the Agreement shall be binding upon, and shall insure to the benefit of, the parties hereto and their respective successors and assigns.

III. IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the day and year first above written.

### The City of St. Augusta

Mike Zenzen, Mayor

William R. McCabe, City Administrator/Clerk

### **Pearson Investments, LLC**

By: \_\_\_\_\_\_ Its: \_\_\_\_\_

STATE OF MINNESOTA ) ) ss. COUNTY OF STEARNS )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Mike Zenzen, Mayor of the City of St. Augusta, on behalf of the City and pursuant to the authority of the City Council.

Notary Public

STATE OF MINNESOTA ) ) ss. COUNTY OF STEARNS )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by William R. McCabe, Administrator/Clerk of the City of St. Augusta on behalf of the City and pursuant to the authority of the City Council.

Notary Public

STATE OF MINNESOTA ) ) ss. COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, the \_\_\_\_\_ of Pearson Investments, LLC.

Notary Public

### **DRAFTED BY:**

Couri & Ruppe, P.L.L.P. P.O. Box 369 705 Central Avenue East St. Michael, MN 55376 (763) 497-1930

### Purpose

The purpose of the St. Augusta personnel policy is to establish a uniform and equitable system of personnel administration for all employees of the City of St. Augusta. This handbook provides information to you, as an employee of the city, about certain terms and conditions of your employment. It is not, and should not be considered, an employment contract. As discussed later, your continued employment, and the conditions of that employment, are solely within the City's discretion. The handbook summarizes policies and programs related to your employment. All other policies, including the City's safety policy, shall be observed and considered a part of this personnel policy.

While the City will take every effort to keep your employee handbook current, the information and policies described in this handbook may be changed in any way at any time at the sole discretion of the St. Augusta City Council. You are responsible for complying with the current city policy at all times.

These policies apply to all employees of the City of St. Augusta, except if provisions of a contractual agreement between the City Council and the City Clerk-Administrator differ, provisions of the contract will prevail.

The City of St. Augusta is an Equal Employment Opportunity Employer. This means that you and all of your coworkers, as well as applicants for employment, will be treated equally without regard to race, color, creed, age, physical or mental disability, religion, sex, sexual orientation, national origin, marital status or status with regard to public assistance. Harassment of any sort, including sexual harassment, will not be tolerated.

### **Applicability:**

### General

The policies set out in this handbook apply to all City of St. Augusta employees except the following:

- 1. All elected officials and members of city boards, commissions and committees,
- 2. Volunteer Firefighters and other volunteer personnel,
- 3. Consultants rendering professional services,
- 4. Other persons or firms retained by the City on a contract or sub-contract basis,
- 5. Temporary and emergency employees as defined herein,

### **Union – Collective Bargaining Units**

The provisions of the policies and procedures included in this handbook shall apply to all organized personnel who work under negotiated agreements with the City. In the event of a conflict between the terms of an employee agreement and the personnel policy, the negotiated agreement shall take precedence and supersede the policies set out in this handbook. Employees subject to union or other collective bargaining contracts shall be regulated by the terms of that contract when the terms of that contract conflict with these policies.

### Separate Contracts

The provisions of the policies and procedures set out in this handbook shall apply to any employee working for the City under a separately approved employment contract. In the event of a conflict between the terms of a separate employment contract and these policies the terms of the employment contract shall take precedence and supersede the policies set out in this handbook.

### **Pre-Employment**

An applicant or employee, including volunteer firefighters, appointed to a position must be of sufficient health to satisfactorily perform the essential duties and responsibilities of the position, as described in the applicable job description.

**Merit and/or Fitness Examination**. When required by law or the City Council, applicants merit and/or fitness for a position will be ascertained by written, oral or other examinations designed to evaluate the ability of the applicant to carry out the requirements of the position for which the applicant has applied and the examination is conducted.

**Physical & Psychological Exam**. After a conditional offer of employment has been made, applicants may be required to undergo and pass an appropriate pre-placement health screening, and may be required to undergo a physical and/or psychological examination prior to appointment to a position. A qualified party approved by the City will conduct conditional offer pre-employment physical or psychological examinations required by the City. The City will pay the total cost of such conditional offer, pre-employment examinations. A medical evaluation report shall be prepared and filed with the Clerk-Administrator and included in the employee's personnel file.

If a medical evaluation report indicates that an otherwise eligible applicant for employment has a mental or physical condition which causes such applicant to be considered as a serious health risk, or whenever the applicant is reported to have a condition that may substantially affect the applicant's ability to perform the essential duties and responsibilities of the position involved, the City may declare the applicant ineligible for consideration for appointment to the position.

**Reference Checks**. The City Clerk-Administrator will be allowed to conduct reference checks for any and all applicants to verify information provided in the applicant's application for employment. Items to be verified may include, but are not limited to: previous employment, reasons for leaving previous places of employment, educational attainment, and other relevant information. Reference checks with current employers will be conducted at the time a candidate is a finalist when candidates so request.

**Background Investigations**. The City Council may request the Stearns County Sheriff's department or other law enforcement agencies to provide criminal history data contained in the Minnesota Criminal Justice Information System. This information must only be about the finalists for city positions of employment. The City Council will obtain the written consent of the finalist before the data is requested. Failure to provide this consent may, at the discretion of the City Council, disqualify the applicant from the prospective position.

**Drug & Alcohol Testing**. All offers of employment made by the City to applicants for positions requiring a commercial drivers' license are subject to the condition of passing a pre-employment drug and alcohol test; and the applicant's written consent authorizing former employers to release to the City all information on the applicant's alcohol tests with a concentration of 0.04% or greater, positive controlled substance tests, and refusals to be tested within the preceding two years; pursuant to federal and state laws, and the City's "Drug and Alcohol Free Workplace Policy".

### **Position Classification and Compensation**

**Position Classification Plan**. The position classification plan adopted by the City Council includes all positions covered by this provision of the policy. Positions may be changed into classes if the positions are similar in terms of the range of difficulty and responsibility. New classes may be created if a new position is created and no classes in which it might be included exist in the current classification plan.

**Compensation Plan**. The employee compensation plan is adopted by the City Council and constitutes the official employee compensation plan for all positions in the municipal service, except where labor agreements take precedence. The City Council may amend the compensation plan at any time that it deems necessary in the interest of the City of St. Augusta, good personnel administration, or as recommended by the City Clerk-Administrator.

**Types of Employment**. Employment with the City of St. Augusta may be on full time, regular part time, limited part time, seasonal, or temporary basis, or any other status designated when

employed, at the sole discretion of the City Council. These categories are described/defined as follows:

- Full-time Regularly scheduled to work forty (40) hours per workweek for fifty-two weeks per calendar year.
- Regular Part-time Regular work schedule of at least twenty (20) hours per workweek for fifty two (52) weeks per calendar year.
- Limited Part-time Irregular work schedule, or regular work schedule of less than twenty (20) hours per week, or regularly scheduled to work fewer than thirty (30) weeks per calendar year.
- Seasonal Routinely employed from year to year by the city to work during a limited or specified time period, for example Park Maintenance or Seasonal Snow Plow operator.
- Temporary Hired to work for the city for a limited period of time.

### Fair Labor Standards Act – Exempt and Non-Exempt Positions. As prepared.

### Work Schedule and Compensation

**Work Schedule and Hours.** The City Council is the sole authority in determining work schedules. For scheduling purposes the standard workweek begins at 12:01 am each Monday, and ends at midnight each Sunday. The regularly scheduled work week for full-time exempt and non-exempt employees is eight (8) hours per day and forty (40) hours per week, including rest periods and excluding lunch periods. Hours worked in excess of forty (40) per work week by non-exempt employees will be compensated as over-time hours, as discussed later.

Beginning on December 5, 2023 all regular full time employees will follow the winter work schedule for the months of October through April. The winter work schedule will have all regular full time employees working a forty (40) hour schedule per week. The winter time schedule will run Monday through Friday from 8am until 4:30pm. The summer time schedule for office staff will be the same as the winter time schedule and for public works staff will run Monday through Thursday from 6:30am until 5:00pm. Both the summer and winter time schedules are subject to change based on conditions beyond the City's control.

Non-Exempt employees are/will be allowed and encouraged to adjust their hours worked during a workweek so that total hours worked that week do not exceed forty hours with the approval of their immediate supervisor.

Conditions may arise which require employees to work over-time hours with little or no advance notice, such as, but not limited to: snow, sleet, equipment breakdown or other circumstances. The City is not required to provide advance notice in these situations. Failure to work over-time is not grounds for dismissal unless the overtime work is required because of an emergency. Each employee has an obligation to try to work overtime when requested, unless circumstances prevent the employee from working.

It may be necessary to establish regular shifts for some employees or departments based on a schedule other than the standard eight (8) hour workday, or days other than Monday through Friday. The standard forty (40) hour workweek will still apply to those positions, and the

employees affected by these shifts will receive at least two weeks notice of the establishment of such a work schedule, or of being assigned to such a shift.

**Work Attire.** All maintenance employees will be required to wear designated safety apparel. The designated safety apparel includes highly visible reflective vests, t-shirts or coats and steel toed boots that must be worn at all times and other safety gear which will be required when doing tasks that require more safety equipment. This extra gear will include safety glasses, gloves and other apparel depending on the task.

The safety t-shirts and vests will be provided by the City. A boot allowance of \$75/year will be given to all full time maintenance employees annually on a reimbursement basis. The employee must present an invoice or receipt showing the boots that were purchased to be eligible to receive the boot allowance.

**Over-time Pay**. Hours worked in excess of forty (40) per standard work week by part-time and full-time non-exempt employees will be compensated for at one and one-half  $(1-\frac{1}{2})$  times the employee's regular rate of pay. For the purpose of computing overtime compensation, overtime hours shall not be pyramided, compounded or paid twice for the same hours worked.

**Compensatory Time**. Non-exempt employees may choose to accept compensatory time as compensation for over-time hours worked, at the employee's discretion. A non-exempt employee may choose compensatory time at a rate of one and one-half (1-1/2) hours of compensatory time for each overtime hour worked over 40 hours per standard work week, in lieu of accepting over-time pay for those over-time hours. Compensatory time may be used in increments of at least one half hour, as approved by the employee's supervisor. Employees may accrue no more than 80 hours of compensatory time, and Public Safety employees may accrue no more than 160 hours of compensatory time. *Employees will receive over-time pay for unused compensatory time when their employment with the city ceases.* 

Non-exempt employees will show on their time card if they wish to receive compensatory time for overtime hours worked rather than over-time pay.

**Compensation for working (scheduled or non-scheduled) on a paid holiday.** The regular work schedule for employees in designated positions may require them to work on city holidays, which are listed later in the manual. Circumstances may also arise which require employees to work on a holiday when not otherwise scheduled. Non-exempt employees will be compensated at the rate of one hour of pay for each hour worked on a paid holiday, plus pay for the entire holiday at the employee's regular pay rate.

### **Time Off**

Holidays. Full-time and regular part-time employees receive the following as paid holidays:

Holiday	Date
New Years Day	January 1
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
--	--
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Fourth Friday in November
(in lieu of Columbus Day)	
Christmas Day	December 25
Independence Day Labor Day Veteran's Day Thanksgiving Day Friday after Thanksgiving (in lieu of Columbus Day)	July 4 First Monday in September November 11 Fourth Thursday in November Fourth Friday in November

For the purposes of this policy, when a holiday falls on a Saturday, the preceding Friday will be considered the holiday. When a holiday falls on a Sunday, the following Monday will be considered the holiday.

Note: State statute requires that no public business be conducted on the holidays listed. Also, the policy for when the scheduled holiday falls on a Saturday or Sunday is also spelled out in State Statute (§645.44 subd. 5).

Vacation. Full-time employees will accrue paid vacation leave as follows:

 $\begin{array}{l} \underline{\text{Employment Years}} \\ \hline \text{During 1}^{\text{st}} \text{ through 5}^{\text{th}} \text{ year } - 10 \text{days/yr} \\ \hline \text{During 6}^{\text{th}} \text{ year } - 11 \text{ days/yr} \\ \hline \text{During 7}^{\text{th}} \text{ year } - 12 \text{ days/yr} \\ \hline \text{During 8}^{\text{th}} \text{ year } - 13 \text{ days/yr} \\ \hline \text{During 9}^{\text{th}} \text{ year } - 14 \text{ days/yr} \\ \hline \text{During 10}^{\text{th}} \text{ year } - 15 \text{ days/yr} \\ \hline \text{During 11}^{\text{th}} \text{ through 15}^{\text{th}} \text{ year } - 18 \text{ days/yr} \\ \hline \text{After 15 Years} - 20 \text{days/yr} \end{array}$ 

Regular Part-time employees will accrue vacation based on the ratio of time they normally work in relation to a 40-hour work week. For example, a regular part-time employee who normally works 20 hours per week, will accrue half the vacation time as a full time employee.

Vacation time will be accrued on a calendar year basis, with vacation leave accrued on a pro-rata basis from date of employment to December 31. If an employee begins employment between January 1 and June 30, the year hired will count as the first year of employment for vacation benefits; if the employee begins between July 1 and December 31, the following year constitutes the first year for vacation determination. The vacation allocated on January is considered earned and will be available to use beginning with the first business day of the year. Employees who earn and accrue vacation time may carry over no more than half the time they would normally accrue annually unless specifically approved by the City Council. Employees may choose to cash in unused vacation time, in December, at a rate of 50%. For example, an employee who accrues 10 days per year and who carried over 5 days from the previous year and only used 5 days this calendar year may cash in the remaining 10 days and receive pay for 5 days. The City will pay the employee for any unused vacation time when employment is terminated.

Vacation leave is to be approved by the employee's immediate supervisor. Requests for more than one day of vacation leave to be submitted at least one week in advance.

# Sick and Safe Time Leave

Sick and safe time leave is an authorized absence from work with pay, granted to employees. This policy is indented to comply with the provisions of Minnesota Statute §181.9445 – 181.9448 as amended from time to time.

Eligible Employees

Employees eligible to earn and accrue sick and safe time leave include:

- <u>Full and regular part-time employees</u>
- Limited part-time employees
- <u>Seasonal and temporary employees</u>

# Accrual

Sick and safe time leave shall be accrued as follows:

- Full-time employees shall accrue sick and safe time leave at the rate of four (4) hours per month. Sick and safe time leave shall accrue to a maximum of 480 hours. Upon reaching 480 hours of accrued leave, no further accruals shall be allowed.
- Regular part-time employees shall accrue prorated sick and safe time at the rate of one (1) hour for every thirty (30) hours worked. Sick and safe time leave shall accrue to a maximum of 240 hours. Upon reaching 240 hours of accrued leave, no further accruals shall be allowed.
- All other eligible employees shall accrue sick and safe time leave at the rate of one (1) hour for every thirty (30) hours worked to a maximum of eighty (80) hours. Upon reaching an accrual of eighty (80) hours, no further accruals shall be allowed.

Accrued sick leave totaling more than 80 hours (10 days) may be cashed in at a rate of 50% of current earnings. Employees will be eligible to receive a cash payment for any unused sick leave at a rate of 25% of current earnings at the time of retirement or termination.

Sick and safe time can be donated by an employee with excess of 80 hours to any employee who is out of sick and safe time hours. When using donated sick and safe time hours, regardless of the situation, the payout will be a the lowest wage (i.e. an employee who earns \$25/hour is donating hours to an employee who earns \$28/hour, will be paid out at \$25/hour.)

# Use of Sick and safe time leave

Sick and safe time leave may be used under the following circumstances as provided for under Minnesota Statute §181.9447 as may be amended from time to time.

An eligible employee's:

- mental or physical illness, injury, or other health condition;
- need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or
- need for preventive medical or health care;
- care of a family member:
  - with a mental or physical illness, injury, or other health condition;
  - who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or other health condition; or
  - who needs preventive medical or health care;
- absence due to domestic abuse, sexual assault, or stalking of the employee or employee's family member, provided the absence is to:
  - seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking;
  - o obtain services from a victim services organization;
  - o obtain psychological or other counseling;
  - seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault, or stalking; or
  - seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking;
- closure of the employee's place of business due to weather or other public emergency or an employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency;
- the employee's inability to work or telework because the employee is: (i) prohibited from working by the employer due to health concerns related to the potential transmission of a communicable illness related to a public emergency; or (ii) seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and such employee has been exposed to a communicable disease or the employee's employer has requested a test or diagnosis; and
- when it has been determined by the health authorities having jurisdiction or by a health care professional that the presence of the employee or family member of the employee in the community would jeopardize the health of others because of the exposure of the employee or family member of the employee to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

For the purposes of this policy, a public emergency shall include a declared emergency as defined in Minnesota Statute § 12.03 or a declared local emergency under Minnesota Statute §12.29.

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

Family member shall be defined as provided in Minnesota Statute §181.9445 subdivision 7 as may be amended from time to time. This shall include:

- An eligible employee's:
  - child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in loco parentis;
  - o spouse or registered domestic partner;
  - o sibling, stepsibling, or foster sibling;
  - biological, adoptive, or foster parent, stepparent, or a person who stood in loco parentis when the employee was a minor child;
  - o grandchild, foster grandchild, or step grandchild;
  - o grandparent or step grandparent;
  - a child of a sibling of the employee;
  - a sibling of the parents of the employee; or
  - a child-in-law or sibling-in-law;
- any of the family members listed in clause (1) of a spouse or registered domestic partner;
- any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and

up to one individual annually designated by the employee.

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 workday, for each and every day absent;
- Keep his/her immediate supervisor informed of their or their family members status;

After an absence of three (3) or more consecutive days, documentation may require reasonable documentation that the used sick and safe time is covered by this policy. Such documentation shall be as follows:

 For earned sick and safe time related to an illness, medical, or mental condition or diagnosis, reasonable documentation may include a signed statement by a health care professional indicating the need for use of earned sick and safe time. However, if the employee or employee's family member did not receive services from a health care professional, or if documentation cannot be obtained from a health care professional in a reasonable time or without added expense, then reasonable documentation for the purposes of this paragraph may include a written statement from the employee indicating that the employee is using or used earned sick and safe time for a qualifying purpose covered by this policy.

- For earned sick and safe time under related to domestic abuse, sexual assault and/or stalking, a court record or document signed by a volunteer or employee of a victims services organization, an attorney, a police officer, or an antiviolence counselor as reasonable documentation.
- For earned sick and safe time to care for a family member, reasonable documentation a written statement from the employee indicating that the employee is using or used earned sick and safe time for a qualifying purpose as reasonable documentation.

The city will not require disclosure of details relating to domestic abuse, sexual assault, or stalking or the details of an employee's or an employee's family member's medical condition as related to an employee's request to use earned sick and safe time under this policy.

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.

The City has the right to obtain a second medical opinion to determine the validity of an employee's worker's compensation 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 and safe time leave will be subject to discipline up to and including termination.

Employees must normally use sick and safe time leave prior to using other paid compensation, and prior to an unpaid leave of absence.,

Sick and safe time 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.

Accrual of Leave during Vacation or Sick Leave. An employee using earned vacation or sick leave will accrue vacation and sick leave at the standard applicable accrual rate when using vacation or sick leave. For the purpose of calculating the accrual of vacation and sick leave, an employee using earned vacation or sick leave will be considered to be working.

# Parental (Maternity/Paternity) Leave. See MN Statutes § re: Parental Leave

Full time and regular part time employees employed by the City for at least one year may request unpaid leave of absence in connection with the birth or adoption of a child. The leave may not exceed six (6) weeks, and must begin not more than six (6) weeks after the birth or adoption of the child. An employee using this leave is entitled to return to work in the same position and at the same rate of pay the employee was receiving before leave began.

This leave will count towards FMLA leave used if the employee has any FMLA leave remaining at the time this leave commences. The two leaves will run concurrently until the twelve week FMLA leave is exhausted. An employee may use accrued vacation or sick leave or compensatory time for either FMLA leave or Parental Leave. However, use of accrued sick leave or vacation leave is not required for the portion of leave counted as parental leave.

# Family and Medical Leave of Absence (FMLA) Policy

The US Family and Medical Leave Act of 1993 permits eligible employees (as defined under the Act) to take up to 12 weeks of unpaid leave during a twelve month period for the following reasons: birth of a child; placement of a child with the employee for adoption or foster care; for a serious health condition (as defined under the Act) which makes the employee unable to perform his/her job; to care for the employee's spouse, son or daughter, or parent who has a serious health condition (as defined under the Act).

<u>Eligibility</u>: Employees who have been employed by the City of St. Augusta for at least 12 months and who have worked at least 1,250 hours during the 12 months preceding the requested leave are eligible for FMLA leave.

<u>Notice of Request for FMLA Leave</u>: Employees seeking to use FMLA leave must file a request for FMLA leave to the Clerk-Administrator at least 30 calendar days before the leave would begin where the leave is foreseeable. Employees must notify the Clerk-Administrator as soon as practical if circumstances require that FMLA leave begin in fewer than 30 days.

<u>Medical Certification</u>: If the leave is for a medical reason, the requesting employee must provide a medical certification to the Clerk-Administrator in a timely manner. The certification must state the date of the requested leave's onset, the probable duration of the leave, and the appropriate medical information regarding the requested leave. If the leave is for the employee's own serious health condition, the certification must also state that the employee is unable to perform the functions of his/her job. If the leave is for an ill or injured family member, the certification must state that the employee is needed to care for the family member and include an estimate of the amount of time needed. The City reserves the right to require a second and third medical opinion (at the City's expense) and to require re-certification, at reasonable intervals, of the continuing need for the leave. The City also reserves the right to require a fitness for duty medical certification at the end of a leave taken for the employee's own serious health condition.

<u>Intermittent Leave</u>: Family and Medical (FMLA) Leave may be taken intermittently or on a reduced schedule if such a leave is deemed to be medically necessary. The City may require the employee to transfer, temporarily, to an alternative position, with equivalent pay and benefits, to better accommodate the requested intermittent leave. All requests for intermittent leave will be evaluated on a case by case basis.

<u>Job Protection</u>: An employee returning from FMLA leave will be reinstated in his/her former position, or a position equivalent in pay, benefits and other terms and conditions of employment. The employee's reinstatement rights are the same as they would have been had the employee not been on leave. Thus, if the employee's position would have been terminated had the employee not been on leave, the employee is not entitled to reinstatement in a former or comparable

position. In such circumstances, the employee retains all rights under the layoff and recall system under a collective bargaining agreement, as if the employee had not taken FMLA leave.

<u>Health Care Coverage</u> The City will continue to pay its share or portion of the premium for employee health care coverage while an employee is on an approved FMLA leave. It will be the responsibility of the employee to pay the employee share of the insurance premium. If an employee's contribution to the payment of medical insurance is more than 30 days late, the City may terminate the employee's insurance coverage (subject to COBRA requirements). The City reserves the right to recover any and all insurance premiums paid on behalf of an employee who chooses not to return to work following FMLA leave.

<u>Use of Accrued Sick Leave, Vacation and Compensatory Time</u>. During the FMLA leave, employees must use accumulated compensatory time prior to taking an unpaid leave. Employees may choose to use accrued vacation and sick leave while on FMLA leave. Benefits such as sick leave or vacation will not accrue during the time of unpaid leave; however, any benefits accrued prior to commencement of the unpaid leave will not be lost.

<u>Policy Statement</u>: This FMLA Leave of Absence Policy is meant to conform with applicable law(s). Therefore, further clarification of specific terms and requirements of this policy can be found in the Federal Regulations interpreting the US Family and Medical Leave Act of 1993.

**Bereavement Leave.** A maximum of five (5) days paid leave may be granted upon request in the event of a death in the employee's immediate family. For the purpose of this specific policy, immediate family will consist of spouse, child, parent, sister, brother, step parent, foster parent, stepchild or foster child, grand parent and employee's mother in law and/or father in law. Up to two additional days of bereavement leave may be granted, when approved by the Clerk-Administrator, in the event of the death of the employee's spouse, child or parent. A one day bereavement leave with pay may be granted upon request in the event of the death of other relatives or when the employee serves as pall-bearer. Bereavement leave may also be taken in the event of death of other persons living in the employee's household, regardless of the relationship with the employee.

**Jury or Witness Duty**. Employees called for jury duty or subpoenaed as a witness in court, or volunteers to serve as a witness in court, shall receive their usual compensation for days they are scheduled for work. The employee is to remit any payments, per diem or fees, except actual expenses related to this service. If an employee is excused from court duty prior to the end of the work shift, the employee shall return to work or make arrangements for a leave for the balance of the day, with or without pay.

**Military**. Minnesota Statutes Sections 192.26 and 192.61 provide that an employee of any municipality who is a member of the National Guard, the Naval Militia, the Officer's Reserve Corps, the Naval Reserve, the Marine Corps Reserve, or any other reserve component of the military or naval forces of the United States is entitled to a leave of absence without loss of pay, seniority status, efficiency rating or benefits for the time such employee is engaged in training or

active service not exceeding a total of fifteen (15) days in any calendar year. Eligible employees shall be paid the difference between their regular pay rate and their lesser military pay provided such off-set is provided by law.

The leave of absence is only in the event the employee returns to employment immediately upon being relieved of military or naval service, or is prevented from returning by physical or mental disability or other cause not the fault of the employee, or is required by the proper authority to continue in military or naval service beyond the 15 day period allowed for the paid leave of absence. Notice will be given to the City at least fifteen (15) working days in advance of the required absence. The 15 day advance notice may be waived under certain circumstances that are not in the employee's reasonable control.

In accordance with State law, eligible employees will be granted an unpaid leave when called to active duty. If the employee has not used their fifteen days of paid military leave when called to active duty, any unused paid time will be allowed prior to the unpaid leave of absence. Eligibility for continuation of insurance will follow the same procedures as for any terminated or laid off employee when called to active duty. The unpaid leave of absence will not be considered work time for purposes of vacation and sick leave accrual.

Employees returning from unpaid military leave have the right to return to their job or to another job of similar status and pay upon completion of active duty in accordance with state and federal laws.

## Pay periods and pay days

The bi-weekly pay periods will begin at 12:00am on Friday of the first week and run through 11:59pm Thursday of the second week. Payday will be the Thursday ending the pay period unless a holiday falls on that Thursday then the payday will be the previous Wednesday.

Travel expenses and mileage for approved travel will be reimbursed at the standard IRS rates with receipts.

**Probationary period**. The probationary period shall be regarded as an integral part of the terms and conditions of employment.

Any original appointment as a regular employee shall be subject to an initial probationary period. During the probationary period an employee may be transferred or dismissed at the City's sole discretion for any reason. A probationary employee shall have no right to appeal such a decision. Prior to expiration of the initial probationary period, the employee's performance shall be evaluated in writing by the employee's supervisor and given to the City Clerk-Administrator with a recommendation that the employee be dismissed or a statement that the employee has successfully completed the probationary period and can be considered a regular employee. All employees will have a six month initial probationary period.

## **Performance Evaluations**

The Clerk-Administrator will conduct an annual performance review on all full and regular parttime employees

## **Discipline Generally.**

The City shall have the right to discipline employees as the City Council deems necessary. The City shall have the right to lay off employees independent of the discipline process when the City Council deems necessary.

## **Discipline Process**

The following disciplinary measures are intended only to provide examples of types of discipline that may be imposed by the City. They are not meant to be exclusive, or to require the City to exhaust any particular step, in any particular order, or in any particular circumstance. The type of discipline imposed will be based upon the nature and severity of the infraction and the conditions surrounding the incident. The City retains the sole discretion to determine what behavior warrants disciplinary action and what type of disciplinary action will be imposed. The City reserves the right to terminate employees at any time when it believes such discipline is warranted.

Disciplinary actions taken by the City may include, but are not necessarily limited to the following:

a) Immediate Termination

An employee may be terminated from employment as a first or last disciplinary step.

b) Demotion

An employee may be demoted for disciplinary reasons if the City determines that such demotion is necessary.

c) Suspension

An employee may be suspended when the employee's behavior warrants such disciplinary action.

d) Probation

An employee may receive a specific probationary period determined by the Administrator/Clerk or City Council to rectify behavior which requires disciplinary action.

e) Employee Warning

An employee may receive a verbal or written warning from the Administrator/Clerk or City Council to rectify behavior which requires disciplinary action.

## REQUEST FOR RECONSIDERATION AND OPTIONAL HEARING PROCEDURE

- a) The procedures outlined in this section of the Agreement are established to provide a review and reconsideration at the employee's request of the application of discipline under this policy.
- b) <u>Request for Reconsideration</u>. A request for reconsideration of any discipline imposed by the City may be made and shall be processed in the following manner:

STEP 1. If the discipline was imposed by the Administrator/Clerk, the employee shall first make a written request for reconsideration by the Administrator/Clerk. Within ten days of such request, the Administrator/Clerk shall provide a written reply to such request. If the disciplinary action is upheld, the Administrator/Clerk shall state the reasons for upholding the disciplinary action.

STEP 2. If the employee is not satisfied with the response to the request for reconsideration, or if the discipline was imposed by the City Council, the employee may request a hearing before the City Council to reconsider the discipline. At such hearing, the employee may appear and present information or argument to the Council relating to the event or events giving rise to the disciplinary action and the disciplinary action imposed. The City Council may take action on the reconsideration request at such hearing, but in any event shall take action on such reconsideration request within 45 days.

Nothing in this Personnel Policy shall be applied in a manner that limits a veteran's rights granted under Minn. Stat. 197.46.

## Benefits

PERA

# Use of City Vehicles, Equipment and Property

Any employee on City business shall use a City vehicle if an appropriate city vehicle is reasonably available. Use of City vehicles, when not part of routine city operations or part of the employee's routine responsibilities and duties of employment, must be approved by the immediate supervisor.

The use of City vehicles for personal reasons is prohibited. Violations of this provision may subject the employee to disciplinary action.

All employees using or operating City vehicles must have a valid drivers license as required for the type of vehicle being operated and follow all traffic regulations; any traffic violation issued to an employee is strictly the employee's responsibility. An employee who receives a DWI, on or off duty, may be subject to dismissal based on the skills required to perform the duties of the position.

Smoking is prohibited in all City vehicles.

City Employees shall not be allowed to use vehicles, equipment or facilities for personal use unless expressly authorized by the City Council.

Reasonable Suspicion Drug and Alcohol Testing

Consistent with Minn. Stat. § 181.951, subd. 3, employees will be subject to alcohol and controlled substance testing when reasonable suspicion exists to believe that the employee:

- Is under the influence of alcohol or a controlled substance; or
- Has violated written work rules prohibiting the use, possession, sale or transfer of drugs or alcohol while working, while on city property, or while operating city vehicles, machinery or any other type of equipment; or
- Has sustained a personal injury as defined in Minn. Stat. § 176.011, subd. 16 or has caused another employee to sustain an injury or;
- Has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

Reasonable suspicion may be based upon, but is not limited to, facts regarding appearance, behavior, speech, breath, odor, possession, proximity to or use of alcohol or a controlled substance or containers or paraphernalia, poor safety record, excessive absenteeism, impairment of job performance, or any other circumstances that would cause a reasonable employer to believe that a violation of the city's policies concerning alcohol or drugs may have occurred. These observations will be reflected in writing on a Reasonable Suspicion Record Form.

For off-site collection, employees will be driven to the employer-approved medical facility by their supervisor or a designee. For an on-site collection service, the employee will remain on site and be observed by the supervisor or designee. The medical facility or on-site collection service will take the urine or blood sample, and will forward the sample to an approved laboratory for testing.

Pursuant to the requirements of the Drug-Free Workplace Act of 1988, all City employees, as a condition of continued employment, will agree to abide by the terms of this policy and must notify [Human Resources/the City Administrator] of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction. If required by law or government contract, the City will notify the appropriate federal agency of such conviction within 10 days of receiving notice from the employee.

# **ST AUGUSTA CONTRACT**

NOVEMBER 2023

TOTAL HOURS: 38

[See attached activity list for details]

Actual_Incid_City	Call_Number	Unit	Date_Received	Complete	Narrative
ST AUGUSTA	23088822	2550	11/1/2023 03:57:11	11/1/2023 05:03:12	[11/01/2023 05:03:06 : MOB : 2550] FISCHER -CONTRACT START 0357 -68 AVE, FOREST GLEN DR, KIFFMEYER PARK, RUBY ST. -PARKING ENFORCEMENT -CONTRACT COMPLETE 0500
ST AUGUSTA	23089005	2540K9	11/1/2023 18:46:38	11/1/2023 19:47:18	[11/01/2023 19:47:09 : MOB : 2540K9]
					[11/01/2023 19:47:08 : MOB : 2540K9] TOTAL TIME ON CONTRACT 1 HRMAYERS
					[11/01/2023 19:44:51 : MOB : 2540K9] SEVERAL SPEEDERS IN THE AREAS WORKEDFLASHED LIGHTS OR STOPPED CARS NEED TO WORK SOME MORE TRAFFIC IN THE AREA
					[11/01/2023 19:32:20 : MOB : 2540K9] STOPPED A TEENAGE DRIVER GOING ABOVE THE SPEED LIMIT ON CR 7 IN 30 MPH ZONE. JUST GOT PROVISIONAL LICENSE IN SEPT OF THIS YEAR -VERY NERVOUS -INSTEAD OF A CITATION CALLED A PARENT AND TALKED WITH THEM ABOUT THE VIOLATION AND HOW THEIR CHILD WAS DRIVING.
					[11/01/2023 19:01:04 : MOB : 2540K9] WORKING SOME TRAFFIC ENFORCEMENT ON CR 115 WEST OF CR 7 IN 30 MPH FLASHED LIGHTS AT A FEW CARS. STOPPED ON CAR FOR A VERBAL WARNING SO FAR.
ST AUGUSTA	23089277	2540K9	11/2/2023 16:28:27	11/2/2023 17:28:52	[11/02/2023 17:28:32 : MOB : 2540K9] WORKED TRAFFIC IN THE AREA MAYERS 1HR
ST AUGUSTA	23089347	2511	11/2/2023 23:07:57	11/3/2023 00:09:07	[11/03/2023 00:08:53 : MOB : 2511] R.THEISEN MAKE UP FOR DAYSHIFT. PATROLLED RURALAREAS. INFO OF

Actual_Incid_City	Call_Number	Unit	Date_Received	Complete	Narrative
ST AUGUSTA	23089377	2543	11/3/2023 04:38:47	11/3/2023 05:40:44	[11/03/2023 05:40:36 : MOB : 2543] BAROS -1 HR CONTRACT COMPLETED, 0438-0540. -PATROLLED BUSINESS, STORAGE, AND RESIDENTIAL AREAS. -LIGHT TRAFFIC. -NO WINTER PARKING VIOLATIONS SEEN.
ST AUGUSTA	23089534	2553	11/3/2023 16:32:31	11/3/2023 17:34:51	[11/03/2023 17:34:48 : MOB : 2553] ROSENFELD 1 HOUR ST AUGUSTA CONTRACT
ST AUGUSTA	23089633	2559	11/4/2023 02:45:54	11/4/2023 04:15:50	[11/04/2023 04:15:19 : MOB : 2559] MINEA -ST AUGISTA CONTRACT SCHEDULED 0300-0400 -HAD TO BREAK FOR PRIORITY CALL IN LYNDEN TWP -FINISHED CONTRACT AFTER -1.0 HOUR COMPLETE [11/4/2023 02:49:32 : pos14 : 01DMPonsne] 0249
ST AUGUSTA	23089755	2585	11/4/2023 20:08:44	11/4/2023 21:09:22	[11/04/2023 21:08:57 : MOB : 2585] GRAVDAHL -ONE HOUR CONTRACT 2008-2108 -PATROLLED RESIDENCIAL AND COMMERCIAL AREAS, PARKS AND MAJOR ROADS. -NO VIOLATIONS OR SUSP ACTIVITY. NR
ST AUGUSTA	23089893	2572	11/5/2023 14:54:38	11/5/2023 15:55:55	[11/05/2023 15:55:23 : MOB : 2572] -one hour contract 1454 to 1553 hours -patrolled area isenberg
ST AUGUSTA	23090043	2567	11/6/2023 10:05:32	11/6/2023 11:09:45	[11/06/2023 11:09:42 : MOB : 2567] - Start of CONTR: 1005. - END OF CONTR: 1105. - Total time, 1 hour.

Actual_Incid_City	Call_Number	Unit	Date_Received	Complete	Narrative
ST AUGUSTA	23090508	2579	11/8/2023 08:40:41	11/8/2023 09:44:24	[11/08/2023 09:42:19 : MOB : 2579] ROMSTAD 2579 - GENERAL PATROL THROUGHOUT - MONITORED TRAFFIC HWY 15 - ONE HOUR CONTRACT - 0840-0940 HRS - SCHEDUELD 0800-0900 HRS
ST AUGUSTA	23090691	2581	11/8/2023 21:21:27	11/8/2023 22:29:54	[11/08/2023 22:29:51 : MOB : 2581] ULBRICHT -1 HOUR CONTRACT (2121-2221) -1 TRAFFIC STOP/WARNING 23090697
ST AUGUSTA	23090732	2512	11/9/2023 01:56:16	11/9/2023 02:56:19	[11/09/2023 02:55:43 : MOB : 2512] PATROLED DOWNTOWN AND RESIDENTIAL AREAS
ST AUGUSTA	23091310	2583	11/10/2023 23:15:46	11/11/2023 00:15:59	[11/11/2023 00:15:53 : MOB : 2583] STEVENS START: 2315 HOURS END: 0015 HOURS PATROLLED COUNTY ROADS, TOWNSITE, BUSINESSES, RESIDENTIAL AREAS, HIDDEN LAKE PARK.
ST AUGUSTA	23091465	2571	11/11/2023 16:06:47	11/11/2023 17:08:00	[11/11/2023 17:07:56 : MOB : 2571] BRAGELMAN -CONTRACT COMPLETE 1606-1706 HOURS - 1 HOUR TO TAL. -PATROLLED CITY, COUNTY ROADS AND PARKS. -ONE TRAFFIC STOP ON CO RD 115, VW GIVEN FOR SPEED. -NOTHING ELSE OUT OF THE ORDINARY TO NOTE.
ST AUGUSTA	23091701	2565	11/12/2023 14:55:20	11/12/2023 15:55:10	[11/12/2023 15:55:06 : MOB : 2565] SANA - COMPLETED 1 HR CONTRACT. - 1455-1555. - MONITORED TRAFFIC AND PATROLLED RESIDENTIAL AREAS.

Actual_Incid_City	Call_Number	Unit	Date_Received	Complete	Narrative
ST AUGUSTA	23091791	2540K9	11/12/2023 23:34:59	11/13/2023 00:51:04	[11/13/2023 00:50:55 : MOB : 2540K9] OVER AN HOUR ON CONTRACTMAYERS
					[11/13/2023 00:49:33 : MOB : 2540K9] RESPONDED TO AN ALARM AT GARDEN HILLS COMMUNITY. HOMEOWNER HAD A GARAGE DOOR MYSTERIOUSLY OPEN AND SET OF THE ALARM. INTERIOR GARAGE DOOR MAY HAVE POPPED OPEN BECAUSE IT WAS NOT LATCHED TIGHTNOTHING OUT OF THE ORDINARY
					[11/13/2023 00:48:44 : MOB : 2540K9] DUE TO PROBLEMS AT THE STORAGE SHEDS OF AMERICA- I STAYED IN THE AREA TO SEE IF ANYONE CAME OR WENTNOBO DY SEEN IN THE AREA
ST AUGUSTA	23091820	2564	11/13/2023 06:00:51	11/13/2023 06:33:18	[11/13/2023 06:33:13 : MOB : 2564] POPP -1hr contract complete 0530-0630 -nothing to report
ST AUGUSTA	23092016	2585	11/13/2023 18:45:22	11/13/2023 20:13:14	[11/13/2023 20:13:07 : MOB : 2585] GRAVDAHL ONE HOUR CONTRACT 1845-1945 HRS -PATROLLED RESIDENCIAL AND COMMERCIAL AREAS, PARKS AND MAJOR ROADS. -NO MAJOR ISSUES. NR
					[11/13/2023 19:19:00 : MOB : 2585] MAIL ROUTE VEHICLES STILLOUT - I`M NOT SAD I GOT O UTTA THAT LINE OF WORK.
					[11/13/2023 19:14:32 : MOB : 2585] SUSV AT HIDDEN LK PARK - UNAWARE PARK CLOSED AT SUNSET.
					[11/13/2023 18:48:40 : MOB : 2585] LOCKTITE AN KO STORAGE - NO VEHS, NOTHING SUS

Actual_Incid_City	Call_Number	Unit	Date_Received	Complete	Narrative
ST AUGUSTA	23092127	2547	11/14/2023 08:23:00	11/14/2023 09:33:48	[11/14/2023 09:33:08 : MOB : 2547] WELLS 0820-0850 -CHECKED AREAS AROUND THE TOWNSITE -NEIGHBORHOODS -BUSINESSES -PARKS -CR115 0850-0920 -CHECKED AREAS AROUND LUX -FIRE HALL -CASEYS AREA -ONE HR COMPLETE
ST AUGUSTA	23092482	2547	11/15/2023 14:49:05	11/15/2023 19:40:19	[11/15/2023 19:39:41 : MOB : 2547] WELLS 1449-1514 -CHECKED AREAS AROUND LUX -NEIGHBORHOODS -STORAGE SHEDS AREAS -230TH, RIDGEVIEW, GARDEN HILLS -43RD AVE 1514-1549 -DISPATCHED TO A MED -ARRIVED AND ASSISTED W/LIFE SAVING MEASURES -PERSON DECLAIRED DECEASED BY MEDICS -INVESTIGATION COMPLETED
ST AUGUSTA	23092871	2581	11/16/2023 18:13:20	11/16/2023 19:13:31	[11/16/2023 19:13:26 : MOB : 2581] ULBRICHT -1 HOUR CONTRACT (1813-1913) -PATROLLED THE LUX AREA AND CO RD 136
ST AUGUSTA	23092975	2550	11/17/2023 02:44:55	11/17/2023 03:48:08	[11/17/2023 03:47:48 : MOB : 2550] FISCHER -EMERALD PONDS, EAGLES LANDING, DOM CIR. -CONTRACT COMPLETE 0346 -NOTHING OF NOTE

[11/17/2023 03:19:37 : MOB : 2550]

Actual_Incid_City	Call_Number	Unit	Date_Received	Complete	Narrative
ST AUGUSTA	23093142	2571	11/17/2023 16:17:25	11/17/2023 17:39:59	[11/17/2023 17:39:54 : MOB : 2571] BRAGELMAN -CONTRACT COMPLETE 1617-1717 HOURS - 1 HOUR TO TAL. -PATROLLED CITY, COUNTY ROADS AND PARKS. -ONE TRAFFIC STOP MADE ON HWY 15 FOR AN EQUIPMENT VIOLATION. -CITATION WAS ISSUED ON THIS STOP FOR NO PROOF OF INSURANCE. -NOTHING ELSE TO NOTE DURING CONTRACT.
ST AUGUSTA	23093300	2512	11/18/2023 01:57:08	11/18/2023 06:10:02	[11/18/2023 06:07:44 : MOB : 2512] COMPLETED LAST 10 MINUTES OF CONTRACT [11/18/2023 05:58:57 : MOB : 2550] FISCHER -CONTRACT INITIATED 0156 -CONTRACT ON HOLD FOR SUSV 0207 -RETURN TO CONTRACT 0235 -CONTRACT ON HOLD FOR MED 0246 -TOTAL TIME COMPLETED: 50 MIN -NOTHING FURTHER [11/18/2023 02:49:30 : pos14 : 01DMPonsne] 0248
ST AUGUSTA	23093624	2579	11/19/2023 08:31:26	11/19/2023 09:31:08	[11/19/2023 09:31:02 : MOB : 2579] ROMSTAD 2579 - ROUTINE PATROL - ONETRAFFIC STOP ON CR 7/245 ST FOR SPEED - CITE ISSUED - ONE HOUR CONTR - 0830-0930
ST AUGUSTA	23093821	2552	11/20/2023 04:52:12	11/20/2023 05:52:10	[11/20/2023 05:52:04 : MOB : 2552] ROMSTAD 2552 -PATROLLED BUSINESS AND RESIDENTIAL AREAS -ALL APPEARED NORMAL -0452-0552 -TOTAL 1 HOUR

Actual_Incid_City	Call_Number	Unit	Date_Received	Complete	Narrative
ST AUGUSTA	23094072	2589	11/20/2023 18:18:36	11/20/2023 19:35:55	[11/20/2023 19:35:49 : MOB : 2589] KIFFMEYER -DROVE THRU RESIDENTIAL AREA AND BUSINESS PARK
ST AUGUSTA	23094296	2566	11/21/2023 14:58:16	11/21/2023 16:38:33	[11/21/2023 16:32:50 : MOB : 2566] SCHMIDT - CONTRACT 1 HOUR 1458-1558 - PATROLLED BUSINESS DISCTRICT - STORAGE AREAS - CO RD 136, 115 - AAOK
ST AUGUSTA	23094472	2566	11/22/2023 07:28:32	11/22/2023 09:36:57	[11/22/2023 09:36:07 : MOB : 2566] SCHMIDT - CONTRACT 1 HOUR - WAS BROKEN UP DUE TO OTHER CALLS - PATROLLED DOWNTOWN - FIREHALL - RESIDENTIAL AREAS - AAOK [11/22/2023 09:18:41 : MOB : 2566] GOT BACK INTO ST AUGUSTA AT 0840 [11/22/2023 08:38:59 : pos8 : 01IOSmekof]
ST AUGUSTA	23094718	2508	11/22/2023 22:09:44	11/23/2023 00:49:32	<ul> <li>PENDING 2566 - LEFT @ 0736</li> <li>[11/23/2023 00:49:26 : MOB : 2508]</li> <li>WATSON</li> <li>PATROLLED CITY AREAS, KIFFMEYER PARK LOCKED UP, DOG</li> <li>PARK CLEAR, HIDDEN LAKE PARK CLEAR, FIRE HALL AND THAT</li> <li>PARK AREA CLEAR - COMPLETED 20 ADDITIONAL MINUTES FOR</li> <li>TOTAL OF 1 HOUR CONTRACT COMPLETED</li> <li>[11/23/2023 00:24:57 : MOB : 2508]</li> <li>WATSON -</li> <li>DEPUTY ROSENFELD STARTED CONTRACT BUT CLEARED FOR A</li> <li>PRIORITY CALL THAT TOOK HIM THROUGH END OF HIS SHIFT - I</li> <li>TOOK OVER CONTRACT AT 0024 HOURS WITH 20 MIN REMAINING</li> <li>[11/22/2023 22:42:59 : pos14 : 01DMPonsne]</li> </ul>

Actual_Incid_City	Call_Number	Unit	Date_Received	Complete	Narrative
ST AUGUSTA	23094896	2543	11/23/2023 19:47:12	11/23/2023 22:46:12	[11/23/2023 22:46:05 : MOB : 2543] BAROS -1 HR CONTRACT COMPLETED. 2153-2245. -FINISHED CONTRACT FOR EVENING SHIFT. -PATROLLED RESIDENTIAL AND BUSINESS AREAS. -LIGHT TRAFFIC. [11/23/2023 19:57:57 : pos3 : 01BNSnyder] CLEARED FOR CALL IN FAIRHAVEN TWN
ST AUGUSTA	23094939	2543	11/24/2023 01:24:17	11/24/2023 02:30:11	[11/24/2023 02:30:06 : MOB : 2543] BAROS -1HR CONTRACT COMPLETED, 0124-0230. -PATROLLED BUSINESS, STORAGE, AND RESIDENTIAL AREAS. -VERY LIGHT TRAFFIC. -NO WINTER PARKING VIOLATIONS SEEN.
ST AUGUSTA	23095111	2572	11/24/2023 17:45:41	11/24/2023 19:10:12	[11/24/2023 19:09:51 : MOB : 2572] -one hour contract 1745 to 1845 hours -23095110 isenberg
ST AUGUSTA	23095389	2586	11/25/2023 19:12:42	11/25/2023 20:12:16	[11/25/2023 20:12:11 : MOB : 2586] Schwinghammer - Start of Contract - 1912 - Stationary Radar for majority of contract between zones on CO RD 7 - People obeying speed limit - End of Contract - 2012 - 1 Hour Contract
ST AUGUSTA	23095492	2562	11/26/2023 07:31:14	11/26/2023 08:31:18	<ul> <li>[11/26/2023 08:31:09 : MOB : 2562]</li> <li>-MOST OF THE BUSINESSES WERE CLOSED.</li> <li>-THE INDUSTRIAL PARK APPEARED SECURE.</li> <li>-THE CHURCH WAS FULL FOR MORNING SERVICE.</li> <li>-THE FIREHALL WAS SECURE.</li> <li>-MOST OF THE RESIDENTIAL AREAS WERE QUIET.</li> <li>-A COUPLE FOLKS OUT WALKING DOGS.</li> <li>-SNOWING A BIT THIS MORNING. LJMCLAUGHLIN</li> </ul>

Actual_Incid_City	Call_Number	Unit	Date_Received	Complete	Narrative
ST AUGUSTA	23095821	2555	11/27/2023 17:10:46	11/27/2023 18:46:03	[11/27/2023 18:45:58 : MOB : 2555] end 1845 total time 1 hour c.schwegel
					[11/27/2023 18:43:55 : MOB : 2555] lux townsite
					[11/27/2023 18:39:32 : MOB : 2555] terrace hills
					[11/27/2023 18:31:17 : MOB : 2555] ridge creek
					[11/27/2023 18:26:15 : MOB : 2555] cherrywood estates
					[11/27/2023 18:21:49 : MOB : 2555] emerald ponds
					[11/27/2023 18:15:55 : MOB : 2555] left at 1745 for a bhealth call returned 1815 w/30 minutes remaining on contract
					[11/27/2023 17:43:28 : pos3 : 01IOSmekof] PENDING 2555
					[11/27/2023 17:41:38 : MOB : 2555] EAGLES LANDING
					[11/27/2023 17:31:37 : MOB : 2555] BLACKBERRY FARMS
					[11/27/2023 17:28:09 : MOB : 2555] B
					[11/27/2023 17:28:02 : MOB : 2555] RES AREAS/BUSINESSES AROUND TOWNSITE
					[11/27/2023 17:18:22 : MOB : 2555] DELUX BUSINESS CENTER
					[11/27/2023 17:16:04 : MOB : 2555] GREGORY PARK

Actual_Incid_City	Call_Number	Unit	Date_Received	Complete	Narrative
ST AUGUSTA	23096753	2510	11/30/2023 17:12:35	11/30/2023 18:13:51	[11/30/2023 18:13:40 : MOB : 2510] HOFF -CHECKED STORAGE SHEDS AROUND THE GREGORY PARK AREA, BUSINESS AROUND LUX SHELL -CHECKED CR 115 TO FIREHALL AND SUBDIVISIONS OFF 43 AV -LUX AREA AND ST AUGUSTA CORP CITY LIMITS -BUSINESSES AROUND CITY, MODERATE TRAFFIC AND RAN MOBILE RADAR, NO VIOLATIONS
ST AUGUSTA	23096753	2510	11/30/2023 17:12:35	11/30/2023 18:13:51	[11/30/2023 18:13:40 : MOB : 2510] HOFF -CHECKED STORAGE SHEDS AROUND THE GREGORY PARK AREA, BUSINESS AROUND LUX SHELL -CHECKED CR 115 TO FIREHALL AND SUBDIVISIONS OFF 43 AV -LUX AREA AND ST AUGUSTA CORP CITY LIMITS -BUSINESSES AROUND CITY, MODERATE TRAFFIC AND RAN MOBILE RADAR, NO VIOLATIONS
ST AUGUSTA	23096753	2510	11/30/2023 17:12:35	11/30/2023 18:13:51	[11/30/2023 18:13:40 : MOB : 2510] HOFF -CHECKED STORAGE SHEDS AROUND THE GREGORY PARK AREA, BUSINESS AROUND LUX SHELL -CHECKED CR 115 TO FIREHALL AND SUBDIVISIONS OFF 43 AV -LUX AREA AND ST AUGUSTA CORP CITY LIMITS -BUSINESSES AROUND CITY, MODERATE TRAFFIC AND RAN MOBILE RADAR, NO VIOLATIONS
ST AUGUSTA	23096753	2510	11/30/2023 17:12:35	11/30/2023 18:13:51	[11/30/2023 18:13:40 : MOB : 2510] HOFF -CHECKED STORAGE SHEDS AROUND THE GREGORY PARK AREA, BUSINESS AROUND LUX SHELL -CHECKED CR 115 TO FIREHALL AND SUBDIVISIONS OFF 43 AV -LUX AREA AND ST AUGUSTA CORP CITY LIMITS -BUSINESSES AROUND CITY, MODERATE TRAFFIC AND RAN MOBILE RADAR, NO VIOLATIONS

# ALL CALLS - NOVEMBER 2023 - ST AUGUSTA

City	Date_Received	Call_Number	Complaint	Description
ST AUGUSTA	11/15/2023 15:14:36	23092488	1072	DEAD BODY
ST AUGUSTA	11/13/2023 00:09:04	23091793	AL	ALARM
ST AUGUSTA	11/1/2023 16:51:02	23088976	ALFALSE	FALSE ALARM
ST AUGUSTA	11/17/2023 22:30:50	23093249	BHEALTH	BEHAVIORAL HEALTH
ST AUGUSTA	11/19/2023 14:18:02	23093671	BHEALTH	BEHAVIORAL HEALTH
ST AUGUSTA	11/13/2023 09:23:59	23091867	BURG	BURGLARY
ST AUGUSTA	11/9/2023 14:49:26	23090890	BURG	BURGLARY
ST AUGUSTA	11/24/2023 13:59:40	23095042	BURN	ILLEGAL BURNING
ST AUGUSTA	11/5/2023 23:08:43	23089976	CC	CITIZEN CONTACT
ST AUGUSTA	11/7/2023 17:27:29	23090370	co	CARBON MONOXIDE CALL WITHO
ST AUGUSTA	11/8/2023 21:21:27	23090691	CONTR	CONTRACT
ST AUGUSTA	11/8/2023 08:40:41	23090508	CONTR	CONTRACT
ST AUGUSTA	11/6/2023 10:05:32	23090043	CONTR	CONTRACT
ST AUGUSTA	11/4/2023 02:45:54	23089633	CONTR	CONTRACT
ST AUGUSTA	11/4/2023 20:08:44	23089755	CONTR	CONTRACT
ST AUGUSTA	11/5/2023 14:54:38	23089893	CONTR	CONTRACT
ST AUGUSTA	11/1/2023 18:46:38	23089005	CONTR	CONTRACT
ST AUGUSTA	11/1/2023 03:57:11	23088822	CONTR	CONTRACT
ST AUGUSTA	11/2/2023 23:07:57	23089347	CONTR	CONTRACT
ST AUGUSTA	11/3/2023 04:38:47	23089377	CONTR	CONTRACT
ST AUGUSTA	11/2/2023 16:28:27	23089277	CONTR	CONTRACT
ST AUGUSTA	11/3/2023 16:32:31	23089534	CONTR	CONTRACT
ST AUGUSTA	11/9/2023 01:56:16	23090732	CONTR	CONTRACT
ST AUGUSTA	11/10/2023 23:15:46	23091310	CONTR	CONTRACT
ST AUGUSTA	11/11/2023 16:06:47	23091465	CONTR	CONTRACT
ST AUGUSTA	11/13/2023 18:45:22	23092016	CONTR	CONTRACT
ST AUGUSTA	11/13/2023 06:00:51	23091820	CONTR	CONTRACT
ST AUGUSTA	11/12/2023 14:55:20	23091701	CONTR	CONTRACT
ST AUGUSTA	11/12/2023 23:34:59	23091791	CONTR	CONTRACT
ST AUGUSTA	11/18/2023 01:57:08	23093300	CONTR	CONTRACT
ST AUGUSTA	11/17/2023 16:17:25	23093142	CONTR	CONTRACT
ST AUGUSTA	11/15/2023 14:49:05	23092482	CONTR	CONTRACT
ST AUGUSTA	11/16/2023 18:13:20	23092871	CONTR	CONTRACT
ST AUGUSTA	11/17/2023 02:44:55	23092975	CONTR	CONTRACT
ST AUGUSTA	11/14/2023 08:23:00	23092127	CONTR	CONTRACT
ST AUGUSTA	11/23/2023 19:47:12	23094896	CONTR	CONTRACT
ST AUGUSTA	11/24/2023 01:24:17	23094939	CONTR	CONTRACT
ST AUGUSTA	11/22/2023 22:09:44	23094718	CONTR	CONTRACT
ST AUGUSTA	11/24/2023 17:45:41	23095111	CONTR	CONTRACT
ST AUGUSTA	11/25/2023 19:12:42	23095389	CONTR	CONTRACT
ST AUGUSTA	11/26/2023 07:31:14	23095492	CONTR	CONTRACT
ST AUGUSTA	11/27/2023 17:10:46	23095821	CONTR	CONTRACT
ST AUGUSTA	11/28/2023 18:53:15	23096139	CONTR	CONTRACT
ST AUGUSTA	11/19/2023 08:31:26	23093624	CONTR	CONTRACT
ST AUGUSTA	11/20/2023 04:52:12	23093821	CONTR	CONTRACT
ST AUGUSTA	11/20/2023 18:18:36	23094072	CONTR	CONTRACT
ST AUGUSTA	11/21/2023 14:58:16	23094296	CONTR	CONTRACT
ST AUGUSTA	11/22/2023 07:28:32	23094472	CONTR	CONTRACT
ST AUGUSTA	11/29/2023 02:00:12	23096202	CONTR	CONTRACT
ST AUGUSTA	11/30/2023 05:21:16	23096539	CONTR	CONTRACT
ST AUGUSTA	11/30/2023 17:12:35	23096753	CONTR	CONTRACT
ST AUGUSTA	11/23/2023 17:13:38	23094863	CRASH	ACCIDENT
ST AUGUSTA	11/12/2023 11:50:58	23091671	CRASH	ACCIDENT
ST AUGUSTA	11/6/2023 13:48:30	23090096	CRASH	ACCIDENT
ST AUGUSTA	11/8/2023 13:54:16	23090578	DISOR	DISORDERLY CONDUCT
ST AUGUSTA	11/15/2023 11:09:21	23092426	DRIVE	DRIVING COMPLAINT
ST AUGUSTA	11/19/2023 14:50:54	23093676	DRIVE	DRIVING COMPLAINT
ST AUGUSTA	11/20/2023 14:18:11	23093931	HSREFER	HUMAN SERVICES REFERRAL
ST AUGUSTA	11/4/2023 12:55:56	23089689	INFO	MATTER OF INFORMATION

City	Date_Received	Call_Number	Complaint	Description
ST AUGUSTA	11/1/2023 22:45:58	23089062	INFO	MATTER OF INFORMATION
ST AUGUSTA	11/2/2023 01:00:23	23089086	K9TRAIN	CANINE TRAINING
ST AUGUSTA	11/1/2023 08:26:26	23088847	MED	MEDICAL EMERGENCY
ST AUGUSTA	11/13/2023 20:20:14	23092035	MED	MEDICAL EMERGENCY
ST AUGUSTA	11/17/2023 19:01:38	23093190	MED	MEDICAL EMERGENCY
ST AUGUSTA	11/12/2023 09:17:48	23091639	MED	MEDICAL EMERGENCY
ST AUGUSTA	11/21/2023 19:07:00	23091039	MED	MEDICAL EMERGENCY
	11/27/2023 12:52:55			MEDICAL EMERGENCY
ST AUGUSTA	11/2//2023 12:52:55	23095728	MED	
ST AUGUSTA		23090403	MEETING	
ST AUGUSTA	11/6/2023 18:59:12	23090163	PAPSV	PAPER SERVICE
ST AUGUSTA	11/21/2023 16:19:54	23094321	PAPSV	PAPER SERVICE
ST AUGUSTA	11/30/2023 18:12:08	23096772	PAPSV	PAPER SERVICE
ST AUGUSTA	11/29/2023 15:35:10	23096362	PAPSV	PAPER SERVICE
ST AUGUSTA	11/29/2023 17:47:14	23096414	PAPSV	PAPER SERVICE
ST AUGUSTA	11/29/2023 15:06:50	23096349	PAPSV	PAPER SERVICE
ST AUGUSTA	11/16/2023 20:31:12	23092894	RW	REPORT WRITING
ST AUGUSTA	11/29/2023 12:26:49	23096303	SD	SPECIAL DETAIL
ST AUGUSTA	11/9/2023 12:14:00	23090844	SIGN	STOP SIGN DOWN
ST AUGUSTA	11/3/2023 15:12:54	23089508	SUIC	SUICIDE THREAT
ST AUGUSTA	11/27/2023 23:07:15	23095888	SUIC	SUICIDE THREAT
ST AUGUSTA	11/25/2023 08:05:27	23095275	SUSA	SUSPICIOUS ACTIVITY
ST AUGUSTA	11/7/2023 21:35:46	23090428	SUSA	SUSPICIOUS ACTIVITY
ST AUGUSTA	11/3/2023 15:17:04	23089513	SUSP	SUSPICIOUS PERSON
ST AUGUSTA	11/3/2023 15:52:11	23089524	SUSP	SUSPICIOUS PERSON
ST AUGUSTA	11/13/2023 19:10:05	23092020	SUSV	SUSPICIOUS VEHICLE
ST AUGUSTA	11/17/2023 12:49:59	23093074	SUSV	SUSPICIOUS VEHICLE
ST AUGUSTA	11/18/2023 02:06:42	23093304	SUSV	SUSPICIOUS VEHICLE
ST AUGUSTA	11/9/2023 09:42:25	23090797	THEFT	THEFT
ST AUGUSTA	11/20/2023 16:30:13	23094036	THREAT	THREATS COMPLAINT
ST AUGUSTA	11/20/2023 05:55:05	23093826	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	11/19/2023 18:39:39	23093726	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	11/19/2023 08:57:42	23093631	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	11/20/2023 18:50:23	23094081	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	11/20/2023 19:20:14	23094085	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	11/20/2023 22:30:54	23094131	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	11/28/2023 19:04:02	23096144	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	11/25/2023 01:11:36	23095237	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	11/22/2023 16:46:21	23094602	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	11/29/2023 19:46:20	23096448	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	11/9/2023 18:13:11	23090944	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	11/9/2023 18:53:15	23090957	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	11/11/2023 16:22:05	23091466	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	11/13/2023 20:15:38	23092033	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	11/13/2023 06:52:42	23091825	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	11/18/2023 18:31:28	23093472	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	11/19/2023 01:28:48	23093579	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	11/17/2023 17:13:34	23093157	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	11/3/2023 16:58:44	23089536	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	11/3/2023 23:16:11	23089605	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	11/2/2023 17:18:16	23089287	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	11/1/2023 18:55:03	23089010	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	11/1/2023 19:21:50	23089019	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	11/1/2023 20:29:37	23089019	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	11/1/2023 20:29:37	23089028	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	11/8/2023 21:51:56	23089032	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA			TRAFFIC STOP	TRAFFIC STOP
	11/8/2023 15:14:16	23090595	TRAFFIC STOP	TRESPASSING/TRESPASSER
ST AUGUSTA	11/24/2023 17:41:00	23095110		
ST AUGUSTA	11/29/2023 15:28:04	23096360		
ST AUGUSTA ST AUGUSTA	11/22/2023 16:41:56	23094600	WELF	
ST AUGUSTA	11/8/2023 15:59:09	23090607	WELF	WELFARE CHECK

# CONTRACTS - NOVEMBER 2023 - ST AUGUSTA

Actual_Incid_City	Date_Received	Comp	Call_Number	Complaint	First_Unit
ST AUGUSTA	11/1/2023 03:57:11	05:03:12	23088822	CONTR	2550
ST AUGUSTA	11/1/2023 18:46:38	19:47:18	23089005	CONTR	2540K9
ST AUGUSTA	11/2/2023 16:28:27	17:28:52	23089277	CONTR	2540K9
ST AUGUSTA	11/2/2023 23:07:57	00:09:07	23089347	CONTR	2511
ST AUGUSTA	11/3/2023 04:38:47	05:40:44	23089377	CONTR	2543
ST AUGUSTA	11/3/2023 16:32:31	17:34:51	23089534	CONTR	2553
ST AUGUSTA	11/4/2023 02:45:54	04:15:50	23089633	CONTR	2559
ST AUGUSTA	11/4/2023 20:08:44	21:09:22	23089755	CONTR	2585
ST AUGUSTA	11/5/2023 14:54:38	15:55:55	23089893	CONTR	2572
ST AUGUSTA	11/6/2023 10:05:32	11:09:45	23090043	CONTR	2567
ST AUGUSTA	11/8/2023 08:40:41	09:44:24	23090508	CONTR	2579
ST AUGUSTA	11/8/2023 21:21:27	22:29:54	23090691	CONTR	2581
ST AUGUSTA	11/9/2023 01:56:16	02:56:19	23090732	CONTR	2512
ST AUGUSTA	11/10/2023 23:15:46	00:15:59	23091310	CONTR	2583
ST AUGUSTA	11/11/2023 16:06:47	17:08:00	23091465	CONTR	2571
ST AUGUSTA	11/12/2023 14:55:20	15:55:10	23091701	CONTR	2565
ST AUGUSTA	11/12/2023 23:34:59	00:51:04	23091791	CONTR	2540K9
ST AUGUSTA	11/13/2023 06:00:51	06:33:18	23091820	CONTR	2564
ST AUGUSTA	11/13/2023 18:45:22	20:13:14	23092016	CONTR	2585
ST AUGUSTA	11/14/2023 08:23:00	09:33:48	23092127	CONTR	2547
ST AUGUSTA	11/15/2023 14:49:05	19:40:19	23092482	CONTR	2547
ST AUGUSTA	11/16/2023 18:13:20	19:13:31	23092871	CONTR	2581
ST AUGUSTA	11/17/2023 02:44:55	03:48:08	23092975	CONTR	2550
ST AUGUSTA	11/17/2023 16:17:25	17:39:59	23093142	CONTR	2571
ST AUGUSTA	11/18/2023 01:57:08	06:10:02	23093300	CONTR	2512
ST AUGUSTA	11/19/2023 08:31:26	09:31:08	23093624	CONTR	2579
ST AUGUSTA	11/20/2023 04:52:12	05:52:10	23093821	CONTR	2552
ST AUGUSTA	11/20/2023 18:18:36	19:35:55	23094072	CONTR	2589
ST AUGUSTA	11/21/2023 14:58:16	16:38:33	23094296	CONTR	2566
ST AUGUSTA	11/22/2023 07:28:32	09:36:57	23094472	CONTR	2566
ST AUGUSTA	11/22/2023 22:09:44	00:49:32	23094718	CONTR	2508
ST AUGUSTA	11/23/2023 19:47:12	22:46:12	23094896	CONTR	2543
ST AUGUSTA	11/24/2023 01:24:17	02:30:11	23094939	CONTR	2543
ST AUGUSTA	11/24/2023 17:45:41	19:10:12	23095111	CONTR	2572
ST AUGUSTA	11/25/2023 19:12:42	20:12:16	23095389	CONTR	2586
ST AUGUSTA	11/26/2023 07:31:14	08:31:18	23095492	CONTR	2562
ST AUGUSTA	11/27/2023 17:10:46	18:46:03	23095821	CONTR	2555
ST AUGUSTA	11/28/2023 18:53:15	19:56:26	23096139	CONTR	2565
ST AUGUSTA	11/29/2023 02:00:12	03:11:48	23096202	CONTR	2575
ST AUGUSTA	11/30/2023 05:21:16	06:21:22	23096539	CONTR	2550
ST AUGUSTA	11/30/2023 17:12:35	18:13:51	23096753	CONTR	2510

<u>Offense Date</u> 11/17/2023 5:13:00	<u>City</u> St. Augusta	<u>Officer Name</u> BRAGELMAN ANDREW	<u>Citation Number</u> 73002391184	<u>Case #</u> 23093157	<u>Statute</u> 169.791.2(a)	<u>Charge</u> INSURANCE - NO PROOF
11/13/2023 6:52:00	St. Augusta	POPP ERIC	730023082967	23091825	169.06.4(a)	SEMAPHORE VIOLATION
11/8/2023 1:54:00P	St. Augusta	ROMSTAD STEVE	730023083070	23090578	609.72.1(1)	DISORDERLY CONDUCT-BRAWLING OR FIG
11/19/2023 9:02:00	St. Augusta	ROMSTAD STEVE	730023083071	23093631	169.14.2(a)(1)	TRAFFIC - SPEEDING - EXCEED
11/19/2023 9:02:00	St. Augusta	ROMSTAD STEVE	730023083071	23093631	169.791.2(a)	INSURANCE - NO PROOF
11/8/2023 3:19:00P	St. Augusta	SANA ALLAN	730023089359	23090595	171.24.2	DAR -DRIVING AFTER REVOCATION
11/9/2023 6:44:00P	St. Augusta	THEISEN ROBERT	730023087694	23090952	169.14.2(a)	TRAFFIC - SPEEDING - EXCEED

TOTAL:

7

Permits	Issue_Date	PRMTTYPE	CONSTTYPE	prmtsno	prmtstr	POLNAME	App_Company	Valuation
AUG23-000394	11/01/2023	Building	Residential Roofing	24284	FOREST VIEW	AARON FRUTH	BD EXTERIORS INC	9964
AUG23-000395	11/01/2023	Fire Alarm	Fire Alarm	24610	COUNTY ROAD 75	F STREET GROUP	TWENTY4SEVEN FIRE & SECURITY CORP	5000
AUG23-000396	11/03/2023	Building	Accessory Building	22501	FAIRFIELD	VINCENT M MANDERFELD REV TRUST	CABANA CONSTRUCTION	99600
AUG23-000397	11/06/2023	Mechanical	Residential New Construction	2430	RUBY	ARVOLA BUILDERS INC	MECHANICAL BROTHERS LLC	18000
AUG23-000398	11/06/2023	Plumbing	Residential New Construction	2430	RUBY	ARVOLA BUILDERS INC	MECHANICAL BROTHERS LLC	20000
AUG23-000399	11/08/2023	Building	Residential Window/Door Replacement (Same Size)	5593	230TH	JOHN P & JUDITH A LUDWIG	Renewal by Andersen	16078
AUG23-000400	11/10/2023	Building	Accessory Building	21917	53RD	GREEN ACRE FIELDS LLC	CJB2 BUILDERS LLC	7500000
AUG23-000401	11/15/2023	Building	Deck/Porch	1608	FOREST GLEN	TYLER M KELLER	TYLER M KELLER	10000
AUG23-000402	11/15/2023	Building	Residential Roofing	4585	COUNTY ROAD 141	EUGENE KUNKEL	OBERG ROOFING & REMODELING INC	21190.99
AUG23-000403	11/15/2023	Mechanical	Residential Alteration	20952	20TH	GEORGE L SARNICKI	PRIME NORTH HEATING & COOLING LLC	2450
AUG23-000404	11/15/2023	Building	Roofing	1908	250TH	ALBROS LEASING LLC	MIKE SCHLANGEN CONSTRUCTION	25000
AUG23-000405	11/15/2023	Mechanical	Residential New Construction	22019	MAJESTIC	PATRICK & ARIAS OSBORN	MECHANICAL BROTHERS LLC	111180
AUG23-000406	11/15/2023	Building	Residential Roofing	24349	18TH	SHAWN E & VICTORIA L P BECKER	BD EXTERIORS INC	13774.09
AUG23-000407	11/16/2023	Building	Residential Roofing	4233	237TH	BRIAN W & JANE M OLMSCHEID	OBERG ROOFING & REMODELING INC	26611.56
AUG23-000408	11/18/2023	Building	Residential Roofing	3245	COUNTY ROAD 115	GRAYDON NOUIS	YOUR HOME IMPROVEMENT COMPANY	7400
AUG23-000409	11/22/2023	Building	Residential Window/Door Replacement (Same Size)	5836	CRESTWOOD	ROBERT J & LORI J HINRICHSEN	QUAD CITY CONTRACTING	10465.17
AUG23-000410	11/22/2023	Building	Residential Siding	23210	COUNTY ROAD 7	SYLVAN J & KATHLEEN MCSTOTT	GARY FRUTH CONSTRUCTION LLC	20000
AUG23-000411	11/22/2023	Mechanical	Residential Alteration	24396	19TH	WILLIAM & PATRICIA JARNOT	OPIES GOLD HEAT N' AIR	5500
AUG23-000412	11/22/2023	Mechanical	Alteration	24952	COUNTY ROAD 7	HARVEST BANK	CLEAN EARTH GEOTHERMAL	10000
AUG23-000413	11/27/2023	Plumbing	Residential New Construction	21917	53RD	GREEN ACRE FIELDS LLC	Precise Heating-A/C-Plumbing-Refrigeration	38878
AUG23-000414	11/28/2023	Building	Residential Siding	23501	STATE HIGHWAY 15	MICHAEL G JR & SANDRA WEBER	EJ TIMMERS REMODELING LLC	21000
AUG23-000415	11/28/2023	Mechanical	Residential New Construction	22501	FAIRFIELD	VINCENT M MANDERFELD REV TRUST	Precise Refrigeration Heating & A/C	5713
AUG23-000416	11/30/2023	Building	New Construction	22841	SILVER	ROLLING GREEN INC	ICM HOMES LLC	350000
AUG23-000417	11/30/2023	Building	Residential Window/Door Replacement (Same Size)	21820	STATE HIGHWAY 15	MITCHELL W ANDERSON	PELLA NORTHLAND	0



# St. Augusta Fire Department

Physical Address: 23415 43<sup>rd</sup> Ave. Mailing Address: 1914 250<sup>th</sup> St. \* St. Augusta, MN 56301 Phone: (320) 258-0240 \* Fax: (320) 258-0239 E-mail: fire.hall@staugustafd.org Fire Chief: Joe Kramer \* Asst. Fire Chief: Shawn Steinhofer

# October 2023 Run report

# Emergency calls as of report date:

- 10-2-23 Medical
- 10-2-23 Medical
- 10-3-23 Fire (Mutual aid St. Joe)
- 10-3-23 Fire (Cedar point)
- 10-9-23 Medical
- 10-13-23 Medical
- 10-14-23 Fire (Brush pile)
- 10-15-23 Fire (Alarm)
- 10-15-23 Medical
- 10-22-23 Medical
- 10-29-23 CO Alarm
- 10-30-23 Medical
- 10-31-23 Medical

13 calls for October

107 calls for 2023 (112 calls as of this date last year)

# Monthly training:

October's training, we did a in house dodge ball air management exercise. Fire Inc. also brought out a SCBA confidence course trailer.



DIJITAL MAJIK COMPUTER CLINIC, INC

553 25th Avenue North Saint Cloud, Minnesota 56303 Phone 320-230-7525 Fax 320-230-7528

Quote For: Saint Augusta Fire Department 23415 43rd Avenue Saint Augusta, Minnesota 56301 (320) 258-0240

#### We make MAJIK happen!

Prepared	by:	Eric	Chesney

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
Eric Chesney					
QUANTITY	DESCRIPTION		UNIT PRICE	TAX	AMOUNT
2		NUC Computers 0GB SSD/Windows 11 Pro	\$899.99	у	1,799.98
2	2	7" Monitors	\$299.99	У	599.98
2	Acer 17.3" Laptops I3/8GB RAM/250GB SSD/Windows 11		\$599.99	у	1,199.98
1	HP Col	or Laserjet Printer	\$599.99	У	599.99
		completed MN Form ST3 for tax exemption status			
*All hardware/softw	are requires 100% do	own. Labor due upon completi	Dn.	SUBTOTAL	\$ 4,199.93
	•	and (mail or fax) back to us		TAX RATE	7.625%
		or the quote acceptance.		Shipping	\$-
Signature	-	· ·		SALES TAX	320.24
-				TOTAL	\$ 4,520.17

This quote is valid for 10 days.

If you have any questions concerning this quote contact Eric Chesney at 320-230-7525 or email eric@dmcconline.com THANK YOU FOR THE OPPORTUNITY TO EARN YOUR BUSINESS! Quote

DATE 11/2/2023

# CenterPoint Energy Gas Franchise Ordinance

#### ORDINANCE NO. 2003-05

#### CITY OF ST AUGUSTA, STEARNS COUNTY, MINNESOTA

AN ORDINANCE GRANTING CENTERPOINT ENERGY RESOURCES CORP. d/b/a CENTERPOINT ENERGY MINNESOTA GAS ("CENTERPOINT ENERGY"), ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN FACILITIES AND EQUIPMENT FOR THE TRANSPORTATION, DISTRIBUTION, MANUFACTURE AND SALE OF GAS ENERGY FOR PUBLIC AND PRIVATE USE AND TO USE THE PUBLIC WAYS AND GROUNDS OF THE CITY OF AUGUSTA, STEARNS COUNTY, MINNESOTA, FOR SUCH PURPOSE; AND, PRESCRIBING CERTAIN TERMS AND CONDITIONS THEREOF

# THE CITY COUNCIL OF THE CITY OF AUGUSTA, STEARNS COUNTY, MINNESOTA, ORDAINS:

#### SECTION 1. DEFINITIONS

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

City. The City of St. Augusta, County of Stearns, State of Minnesota.

**City Utility System.** Facilities used for providing public utility service owned or operated by City or agency thereof, including sewer, storm sewer, water service, street lighting and traffic signals, but excluding facilities for providing heating, lighting, or other forms of energy.

**Commission.** The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all or part of the authority to regulate gas retail rates now vested in the Minnesota Public Utilities Commission.

**Company.** CenterPoint Energy Resources Corp. d/b/a CenterPoint Energy Minnesota Gas its successors and assigns including all successors or assigns that own or operate any part or parts of the Gas Facilities subject to this Franchise.

**Gas Energy.** Gas Energy includes both retail and wholesale natural, manufactured or mixed gas, but excludes propane gas that is sold within the City in portable tanks or delivered by truck and excludes motor vehicle fuels (gasolines and diesel fuels) transported into the City by truck.

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**Gas Facilities.** Gas transmission and distribution pipes, lines, ducts, fixtures and all necessary equipment and appurtenances owned or operated by the Company for the purpose of providing Gas Energy for retail or wholesale use.

**Notice.** A writing served by any party or parties on any other party or parties. Notice to Company shall be mailed to CenterPoint Energy, Minnesota Division Vice President, 505 Nicollet Mall, Minneapolis, Minnesota, 55402. Notice to the City shall be mailed to St. Augusta City Clerk, 1914 250<sup>th</sup> Street, St. Augusta, MN 56301. Any party may change its respective address for the purpose of this Ordinance by written Notice to the other parties.

Ordinance. This gas franchise ordinance, also referred to as the Franchise.

Public Way. Any highway, street, alley or other public right-of-way within the City.

**Public Ground.** Land owned or otherwise controlled by the City for utility easements, park, trail, walkway, open space or other public property, which is held for use in common by the public or for public benefit.

#### SECTION 2. ADOPTION OF FRANCHISE

2.1 <u>Grant of Franchise</u>. City hereby grants Company, for a period of twenty (20) years from the date this Ordinance is passed and approved by the City, the right to import, manufacture, distribute and sell Gas Energy for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future and also the right to transport Gas Energy through the limits of the City for use outside of the City limits. For these purposes, Company may construct, operate, repair and maintain Gas Facilities in, on, over, under and across the Public Ways and Public Grounds, subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant to a public right-of-way ordinance or permit requirements adopted consistent with state law.

2.2 <u>Effective Date; Written Acceptance</u>. This Franchise shall be in force and effect from and after the passage of this Ordinance and publication as required by law and its acceptance in writing by Company.

2.3. <u>Service and Gas Rates</u>. The terms and conditions of service and the rates to be charged by Company for Gas Energy in City are subject to the exclusive jurisdiction of the Commission.

2.4. <u>Publication Expense</u>. Company shall pay the expense of publication of this Ordinance.

2.5. **Dispute Resolution.** If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within thirty (30) days of the written Notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If

<sup>|</sup>Page 2 of 7|

a mediator is not used or if the parties are unable to resolve the dispute within thirty (30) days after first meeting with the selected mediator, either party may commence an action in District Court to interpret and enforce this Franchise or for such other relief as may be permitted by law or equity.

2.6. <u>Continuation of Franchise</u>. If the City and the Company are unable to agree on the terms of a new franchise by the time this Franchise expires, this Franchise will remain in effect until a new franchise is agreed upon, or until ninety (90) days after the City or the Company serves written Notice to the other party of its intention to allow Franchise to expire.

#### SECTION 3. LOCATION, OTHER REGULATIONS

3.1. **Location of Facilities.** Gas Facilities shall be located, constructed, and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt normal operation of any City Utility System. Gas Facilities may be located on Public Grounds in a location to be mutually agreed by the City and the Company. The location and relocation of Gas Facilities shall be subject to reasonable regulations of the City consistent with authority granted the City to manage its Public Ways and Public Grounds under state law, to the extent not inconsistent with a specific term of this Franchise.

3.2. <u>Street Openings</u>. Company shall not open or disturb the surface of any Public Way or Public Ground for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee. Permit conditions imposed on Company shall not be more burdensome than those imposed on other public right-of-way users for similar facilities or work. Company may, however, open and disturb the surface of any Public Way or Public Ground without a permit if (i) an emergency exists requiring the immediate repair of Gas Facilities and (ii) Company gives telephone, email or similar Notice to the City before commencement of the emergency repair, if reasonably possible. Within two (2) business days after commencing the repair, Company shall apply for any required permits and pay any required fees.

3.3. **Restoration.** After undertaking any work requiring the opening of any Public Way or Public Ground, the Company shall restore the Public Ways or Public Grounds in accordance with Minnesota Rules, 7819.1100. Company shall restore the Public Ground to as good a condition as formerly existed, and shall maintain the surface in good condition for six (6) months thereafter. All work shall be completed as promptly as weather permits, and if Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground in the said condition, the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five (5) days, the right to make the restoration of the Public Ways or Public Grounds at the expense of Company shall not be required to post a construction performance bond.

3.4. Avoid Damage to Gas Facilities. The Company must take reasonable measures to prevent the Gas Facilities from causing damage to persons or property. The Company must take reasonable measures to protect the Gas Facilities from damage that could be inflicted on the Gas Facilities by persons, property or the elements. The City shall comply with Minnesota Statute § 216D.05 when it performs excavation work near the Gas Facilities.

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3.5. Notice of Improvements to Streets. The City will give Company reasonable written Notice of plans for improvements to Public Ways and Public Grounds where the City has reason to believe that Gas Facilities may affect or be affected by the improvement. The Notice will contain: (i) the nature and character of the improvements, (ii) the Public Ways or Public Grounds upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Way or Public Grounds is involved, the order in which the work is to proceed. The Notice will be given to Company a sufficient length of time, considering seasonal working conditions, in advance of the actual commencement of the work to permit Company to make any additions, alterations or repairs to its Gas Facilities Company deems necessary.

3.6 <u>Mapping Information</u>. If requested by City, Company must promptly provide complete and accurate mapping information for any of its Gas Facilities in accordance with the requirements of Minnesota Rules 7819.4000 and 7819.4100.

3.7. <u>Emergency Response</u>. As emergency first responders, when a public safety concern exists both the City and Company shall respond to gas emergencies within the City without additional direct fee or expense to either City or Company.

#### SECTION 4. <u>RELOCATIONS</u>

4.1. <u>Relocation in Public Ways</u>. The Company and City shall comply with the provisions of Minnesota Rules 7819.3100 and applicable City ordinances consistent with law with respect to requests for the Company to relocate Gas Facilities located in Public Ways.

4.2 **<u>Relocation in Public Grounds.</u>** City may require Company at Company's expense to relocate or remove its Gas Facilities from Public Grounds upon a finding by City that the Gas Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Grounds. Nothing in this Section 4.2 shall be construed so as to invalidate or impair any existing Company easements in Public Grounds.

4.3. <u>Projects with Federal Funding</u>. Relocation, removal or rearrangement of any Company Gas Facilities made necessary because of the extension into or through City of a federally aided highway project shall be governed by the provisions of Minnesota Statutes §§ 161.45 and 161.46.

#### SECTION 5. INDEMNIFICATION

5.1. **Indemnity of City.** Company shall indemnify and hold the City harmless from any and all liability, on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits or the operation of the Gas Facilities located in the Public Ways and Public Grounds. The City shall not be indemnified for losses or claims occasioned through its own negligence or otherwise wrongful act or omission except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work.

5.2. <u>Defense of City</u>. In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company at its sole cost and expense shall defend the

|Page 4 of 7|

City in such suit if written Notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such Notice. If Company is required to indemnify and defend, it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City. The Company, in defending any action on behalf of the City, shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf. This Franchise agreement shall not be interpreted to constitute a waiver by the City of any of its defenses of immunity or limitations on liability under Minnesota Statutes, Chapter 466.

#### SECTION 6. VACATION OF PUBLIC WAYS AND PUBLIC GROUNDS

The City shall give Company at least two weeks prior written Notice of a proposed vacation of a Public Ways or Public Grounds. The City and the Company shall comply with Minnesota Rules 7819.3100 and 7819.3200 with respect to any request for vacation.

#### SECTION 7. CHANGE IN FORM OF GOVERNMENT

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

#### SECTION 8. FRANCHISE FEE

Form. During the term of the franchise hereby granted, and in addition to permit fees 8.1. being imposed or that the City has a right to impose, the City may charge the Company a franchise fee. The fee may be i) a percentage of gross revenues received by the company for its operations within the city, or ii) a flat fee per customer based on metered service to retail customers within the city or on some other similar basis, or iii) a fee based on units of energy delivered to any class of retail customers within the corporate limits of the city. The method of imposing the franchise fee, the percentage of revenue rate, or the flat rate based on metered service may differ for each customer class or combine the methods described in (i) - (iii) above in assessing the fee. The city shall seek to use a formula that provides a stable and predictable amount of fees, without placing the company at a competitive disadvantage. Such fee shall not exceed any amount that the Company may legally charge to its customers prior to payment to the City and be consistent with the Minnesota Public Utility Commission's March 23, 2011, Order establishing franchise fee filing requirements in Docket No. E,G999/CI-09-970. If the Company claims that the City required fee formula is discriminatory or otherwise places the Company at a competitive disadvantage, the Company shall provide a formula that will produce a substantially similar fee amount to the City and reimburse the City's reasonable fees and costs in reviewing and implementing the formula. The City will attempt to accommodate the Company but is under no franchise obligation to adopt the Companyproposed franchise fee formula and each review will not delay the implementation of the Cityimposed fee.

8.2. <u>Separate Ordinance</u>. The franchise fee shall be imposed by separate ordinance duly adopted by the City Council. The effective date of the franchise fee ordinance shall be no less than

|Page 5 of 7|

ninety (90) days after written Notice enclosing a copy of the duly adopted and approved ordinance has been served upon the Company by Certified mail.

8.3. <u>Condition of Fee.</u> The separate ordinance imposing the fee shall not be effective against the Company unless it lawfully imposes a fee of the same or substantially similar amount on the sale of gas within the City by any other energy supplier, provided that, as to such supplier, the City has the authority or contractual right to require a franchise fee or similar fee through a previously agreed-upon franchise.

8.4. <u>Collection of Fee.</u> The franchise fee shall be payable not less than quarterly during complete billing months of the period for which payment is to be made. The franchise fee formula may be changed from time to time, however, the change shall meet the same Notice and acceptance requirements and the fee may not be changed more often than annually. Such fee shall not exceed any amount that the Company may legally charge to its customers prior to payment to the City and be consistent with Minnesota Public Utility Commission's March 23, 2011, Order establishing franchise fee filing requirements in Docket No. E,G999/CI-09-970. Such fee is subject to subsequent reductions to account for uncollectibles and customer refunds incurred by the Company. The Company shall not be responsible to pay City fees that Company is unable to collect under Commission rules or order. Company agrees to make available for inspection by City at reasonable times all records necessary to audit Company's determination of the franchise fee payments.

8.5. <u>Continuation of Franchise Fee</u>. If this franchise expires and the City and the Company are unable to agree upon terms of a new franchise, the franchise fee, if any being imposed by the City at the time this franchise expires, will remain in effect until a new franchise is agreed upon.

### SECTION 9. <u>ABANDONED FACILITIES</u>

The Company shall comply with Minnesota Rules, Part 7819.3300, as it may be amended from time to time with respect to abandoned facilities in Public Ways. The Company shall maintain records describing the location of all abandoned and retired Gas Facilities within the Public Ways and Public Grounds, produce such records at the City's request and comply with the location requirements of Minnesota Statutes § 216D.04 with respect to all Gas Facilities located in Public Ways and Public Grounds.

#### SECTION 10. PROVISIONS OF ORDINANCE

10.1. <u>Severability</u>. Every section, provision or part of this Ordinance is declared separate from every other section, provision or part; and if any section, provision or part shall be held invalid, it shall not affect any other section, provision or part. Where a provision of any other City ordinance is inconsistent with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

10.2. <u>Limitation on Applicability</u>. This Ordinance constitutes a franchise agreement between City and Company as the only parties. No provisions herein shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a

|Page 6 of 7|

third-party beneficiary of this Ordinance or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

#### SECTION 11. AMENDMENT-PROCEDURE

Either party may propose at any time that this Franchise Ordinance be amended. Franchise Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Company's written consent thereto with the City Clerk within ninety (90) days after the effective date of the amendatory ordinance.

#### SECTION 12. PAYMENT OF CITY'S COSTS RELATED TO FRANCHISE ORDINANCE.

The Company shall pay the City's reasonable publication costs of this Franchise Ordinance. Such payment shall be made within 30 days of mailing of the invoice by the City.

Passed and approved: \_\_\_\_\_, 2023

### CITY OF ST. AUGUSTA

Michael G. Zenzen, Mayor

Attest:

William R. McCabe, City Administrator/Clerk

|Page 7 of 7|

**Commented [PTM1]:** CenterPoint Energy will only pay for the publication fee.
#### CITY OF ST. AUGUSTA COUNTY OF STEARNS RESOLUTION # 2023-16

#### **RESOLUTION APPROVING FINAL 2023 TAX LEVY, COLLECTIBLE IN 2024**

WHEREAS, the St. Augusta City Council intends to use sound budget and financial management practices, and adhere to Minnesota statute and rules regarding preparation and adoption of municipal budgets.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Augusta, Stearns County, Minnesota, that the following sums of money be levied for the current year, collectible in 2024, upon taxable property in the City of St. Augusta for the following purposes:

<u>Purpose</u> :	
General Fund	\$879,000
Capital Improvement Fund	465,000
Total Regular Levy:	\$1,344,000
Debt Service Levy	<u>\$ 40,000</u>
Total City Levy	\$ 1,384,000

The City Clerk is hereby instructed to transmit a copy of this resolution to the County Auditor of Stearns County, Minnesota.

#### Adopted by the City Council of the City of St Augusta 5<sup>th</sup> Day of December, 2023.

Michael G. Zenzen, Mayor

Attest:

William R. McCabe, Clerk/Administrator

This is Task Order No. 1, consisting of 5 page(s). Moore Project No. 21008I.

#### Task Order

In accordance the Master Service Agreement between City of St. Augusta (Owner) and Moore Engineering Inc. (Engineer), dated August 16, 2023 ("Agreement"), Owner and Engineer agree as follows:

#### A. Specific Project Data

#### 1. Title: St. Augusta, MN – 2024 Street Improvements

Provide updated planning, surveying, estimating and design services to facilitate bidding and subsequent construction of the following streets in St Augusta. The base bid includes Garden Hills Lane, 233<sup>rd</sup> St, Garden Hills Drive and Terrace Hills Court. The Alternate roads to be bid are 58<sup>th</sup> Avenue, Galaxy Road, Fallow Road,

2. Description: 64<sup>th</sup> Avenue and 63<sup>rd</sup> Avenue.

#### B. Project Understanding

1. BACKGROUND:

It is understood that the City of St Augusta would like to design and construct the proposed 2024 street improvements and alternatives as identified in the attached 2024 street improvement project exhibit.

2. GENERAL DESCRIPTION OF PROJECT:

The base bid includes Garden Hills Lane, 233<sup>rd</sup> St, Garden Hills Drive and Terrace Hills Court. The Alternate roads to be bid are 58<sup>th</sup> Avenue, Galaxy Road, Fallow Road, 64<sup>th</sup> Avenue and 63<sup>rd</sup> Avenue.

#### 3. PROJECT OBJECTIVES:

Moore Engineering, Inc. will assist the City of St Augusta in the completion of the proposed 2024 Street Improvements. This involves a combination of full depth reclamation and milling and overlay the streets as defined in the attached 2024 street improvement project exhibit.

#### C. Scope of Work

- 1. To meet the project objectives above, Engineer proposes to provide the following services:
  - Consultant shall survey the site from ROW to ROW for design purposes.
  - Provide wetland delineation and environmental services.
  - Coordinate geotechnical services to be paid by Client.
  - Attend (1) on site meeting with the City to walk the proposed project.
  - Provide plans for bidding on the proposed project.
  - Consultant shall coordinate bids and contracts for the proposed project.
  - Process Contractor pay applications.

- Provide resident project representative services (RPR) for the base bid only.
- Assist in the close out of contractor/city contracts for the base bid only.
- D. Basis of Proposal
  - 1. The following items form the basis of this Proposal:
    - No actual permitting is included in this proposal.
    - No geotechnical services are provided in this proposal.
    - One presentation to City Council is included in this proposal.
    - No actual grant applications are included in this proposal.
    - RPR services are based on 8 weeks of construction of the base bid. This proposal does not include RPR services for any of the proposed alternatives. If the alternates are approved for construction Moore Engineering, Inc will provide the City of St Augusta, MN an Amendment to this agreement to provide these services.
    - Environmental services do not include any wetland replacement plans.
    - As-built survey can be completed on an hourly basis and is not included in this proposal.
    - Construction staking, if deemed necessary, will be billed on a category billing rate basis.
- E. Schedule
  - 1. Engineer will perform the Scope of Work listed above in accordance the following schedule: All work within the above scope will be completed with the following estimated schedule.
    - 1. Preliminary Plan Review
- November 2023

2. Final Plan Review

December 2023 January 2024

February 2024

May-August 2024

- 3. Advertise for Bids
- 4. Award Contract
- 5. Construction
- F. Payments to Engineer:
  - 1. Owner shall pay Engineer for services rendered as follows:

a.	Project Development	\$ 28,000.00	Lump Sum
b.	Engineering Report	\$ 2,500.00	Lump Sum
c.	Wetland Delineation	\$ 8,500.00	Lump Sum
d.	Design Services	\$ 80,000.00	Lump Sum
e.	Bidding and Negotiation	\$ 7,000.00	Lump Sum
f.	Construction Services	\$ 31,000.00	Lump Sum
g.	Resident Project Representative	\$ 60,000.00	Lump Sum
h.	Construction Staking		Hourly
i.	Post Construction	\$ 30,000.00	Lump Sum
j.	Boundary and Topographic Survey	\$ 31,500.00	Lump Sum
Tot	tal	\$ 278,500.00	Lump Sum

 Engineer will perform the hourly tasks specified in the Scope of Work above on a Category Billing Rate basis using the actual hours worked times the appropriate Category Billing Rate plus the actual direct expenses incurred, including subconsultant fees, times a multiplier of 1.15. Category Billing Rates are provided in Exhibit A to this proposal. Category Billing Rates and expense costs listed in Exhibit A are valid through the end of the current year. On January 1 in each subsequent year, Category Billing Rates and reimbursable expenses may be adjusted to meet market conditions.

- 3. Based on our current understanding of the work, we estimate the overall fee for this project to be Two Hundred Seventy Eight Thousand, Five Hundred Dollars (\$278,500).
- G. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is August 16, 2023.

Owner: City of St. Augusta	Engineer: Moore Engineering, Inc.
By: Print Name: Title: Date Signed:	By: Print Name:Tyson J. Hajicek, PE Title:Chief Operations Officer Date Signed:1/15/2023
	Engineer License or Firm's Certificate No. <u>11-C</u> State of: <u>Minnesota</u>
DESIGNATED REPRESENTATIVE FOR TASK ORDER: Name: William McCabe Title: City Administrator	DESIGNATED REPRESENTATIVE FOR TASK ORDER: Name: Jeremy Boots, PE Title: Senior Project Manager
Address:	Address:
1914 250 <sup>th</sup> Street	3315 Roosevelt Road, Suite 500
St. Augusta, MN 56301	St Cloud, MN 56301
E-Mail Address:	E-Mail Address:
bmccabe@staugustamn.com	Jeremy.boots@mooreengineeringinc.com
Phone: 320-393-2280	Phone: 320-281-5493



PROJECT No.	21008K
DATE:	07.28.23
REVISED:	-
DRAFTER:	JCR
REVIEWER:	JPB

# **2024 STREET IMPROVEMENTS**



# **CITY OF ST. AUGUSTA**

# STEARNS COUNTY, MINNESOTA







Consulting Engineering • Land Surveying 3315 Roosevelt Road, Suite 300 • St. Cloud, Minnesota www.mooreengineeringinc.com



PROJECT No. 21008/











# nuvei

# PRICE PROPOSAL FOR ST. AUGUSTA MINNESOTA

December 5, 2023 | Pricing valid for 90 days



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December 5th, 2023

#### Mr. Bill McCabe

St. Augusta, MN Town Hall 1914 250th St St. Augusta, MN 56301

Dear Mr. McCabe,

We appreciate the opportunity to provide a price proposal to St. Augusta, MN. Nuvei (NAMNAQ: NUVEI) is a global payments company with offices throughout the United States. Nuvei provides online payment, e-Billing, and citizen engagement solutions to utilities and municipalities.

Nuvei helps government organizations:

- Increase citizen engagement & customer satisfaction
- Increase self-service digital payments
- Increase e-Billing & Auto-Pay enrollments
- Decrease call-center calls & walk-in traffic
- Reduce operational costs

Nuvei's UtilityConnect platform is a secure payments platform designed to make it easier and more convenient for your citizens to pay, how they want, when they want, without requiring employee assistance.

Not only does the solution integrate seamlessly with your existing Banyon system, our Software-as-a-Service (SaaS) architecture means you'll never have to perform an upgrade or an update again.

Your citizens expect a user-friendly payment experience that they can manage independently. Your staff need effective tools to answer questions, troubleshoot problems, and deliver excellent service.

UtilityConnect will help your organization achieve these results and more.

Sincerely,

Brad Myers Mid-Market Sales Executive

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#### **Challenges and Goals**

Challenges		<b>Objectives &amp; Goals</b>	Future State	
•	Engaging multilingual demographic	<ul> <li>Offer a user-friendly, payment solution that supports multiple languages</li> </ul>	<ul> <li>Increase self-service payments</li> <li>Increase citizen satisfaction</li> <li>Reduce routine, billing-related support calls</li> </ul>	
•	Multiple payment vendors	<ul> <li>Consolidate payment vendors</li> <li>Simplify reconciliation</li> <li>Streamline operations</li> </ul>	<ul> <li>Nuvei offers a single solution that can take payments for multiple departments including: all utilities (IVR + Online), permits &amp; licenses, courts, and more</li> <li>Single vendor makes it easier for to get support when needed</li> </ul>	
•	Non-existent or subpar customer support	<ul> <li>Faster, more responsive technical support + assistance, when needed</li> </ul>	<ul> <li>Assigned Client Success Manager and team</li> <li>99.9% uptime</li> <li>Fast, responsive support via telephone and e-mail</li> </ul>	
•	Low e-Billing enrollments	<ul> <li>Increase e-Billing enrollments by 37% in 1<sup>st</sup> year</li> </ul>	• Estimated savings to be 31% per month	
•	Low Auto-Pay adoption rates	<ul> <li>Increase Auto-Pay adoption payments by 45% in 1<sup>st</sup> year</li> </ul>	<ul> <li>Reduce printed check processing</li> <li>Streamline collections</li> <li>Free up staff time</li> </ul>	
•	Influx of calls/office traffic	<ul> <li>Decrease call volume by 25%</li> <li>Decrease walk-in traffic by 10%</li> </ul>	<ul> <li>Save staff ~40 hours per week or ~160 hours per month (at 5 mins a call)</li> <li>Increase customer satisfaction</li> <li>No long lines</li> </ul>	
•	Communication outreach	<ul> <li>Reduce later payers &amp; shutoffs by 10%</li> <li>Decrease mailing costs</li> </ul>	<ul> <li>Reduce printed costs</li> <li>Email &amp; text payment notification reminders prior to bill due date</li> <li>Customer preferred communication channels</li> </ul>	



#### **Pricing and Terms**

Pricing is based on the following information provided by St. Augusta, MN:

Bills/Month	600
	1440
Average Monthly Payment	\$110
Credit Card Transactions (monthly)	480
	100
ACH Transactions (monthly)	120
Pricing Model	Convenience (Transaction fees paid by the payor)

#### **Payment Fees**

Credit/Debit Card	2.75%
ACH	\$1.10 per transaction

#### **Other Fees**

e-Bills - Only charged when customer no longer receives a printed bill	\$.20 per e-Bill - Waived
IVR (Pay-by-Phone) Payments - Only charged for completed payments	\$.50 - Waived
Chargeback Returned Check Fee	\$7.00 per chargeback \$7.00 per returned check
PCI Compliance	\$9.95 per month

#### **Service Description**

Monthly Portal Fee - Includes unlimited user license for the Customer and Admin Portals	\$250/Mo - Waived
Implementation Fee - Includes CIS integration, billing process configuration, portal setup, and staff training	\$5,000 - Waived
Help Desk Support - Unlimited phone + e-mail inquiries. Assigned Client Success Manager	Included

All payment channels included: online, IVR, Live Agent, Text & Pay, and POS. All fees include recurring, one-time payments, all payment channels, and all card brands (Visa, MasterCard, American Express and Discover).



#### **Standard Pricing**

Based on the proposed pricing convenience fee model and the statements/transaction details that you provided, Nuvei will be able to reduce cost in the following manner:

Convenience Fee Model (Fees paid by payor).

Average payment of \$110 based on payments data provided by the staff of St. Augusta, MN

#### 2.75% per Credit Card payment (No maximum payment)

#### \$1.10 ACH/e-check per payment (up to \$25,000 maximum payment)

Included all payment channels: IVR, Live Agent, Text & Pay, Web, and e-Billing



### **Product Overview**

Nuvei leverages best-in-class technologies to address today's needs and tomorrow's opportunities. UtilityConnect is a comprehensive payment solution focused on delivering an intuitive, user-friendly payment experience for citizens, and administrative tools that help staff members perform their daily tasks more efficiently.

#### Advanced Software-as-Service (SaaS) Solution

UtilityConnect's SaaS architecture will "future proof" your online payment application. Nuvei continues to evolve its platform to stay abreast of the rapid changes in the financial technology industry and meet compliance standards such as: PCI, Nacha, and more.

In addition, your organization will never have to perform an upgrade or an update again. You will always run the most current version of software and our team manages all backups, hardware maintenance, system upgrades, etc.

#### **Direct Integration with Your CIS System**

Nuvei has integrated with more than 300 municipal software applications. Using batch and real-time transfer methods, we'll save you time and effort by keeping critical account and payment data synched between your CIS/Utility Billing system and UtilityConnect.



#### **Multilingual Dashboard Configuration**

UtilityConnect can be translated into multiple languages, enabling municipal organizations to encourage underserved segments of their customer base to use self-service payment options.



#### **Guest Pay**

Offering a Guest Pay or "one-time" payment method is useful for citizens who don't want to create another username and password before being able to pay. Citizens can view their bill amount, due date, and pay with credit/debit cards or ACH transfers. Partial payments can be accepted if this option is supported by your municipality. Payment receipts can be e-mailed or texted.

#### Integrated Auto-Pay, e-Billing, Text & Pay Options

With Autopay, citizens can have their payments automatically paid on the due date or scheduled for a specific day. e-Billing enables citizens to receive paperless bills instead of printed bills. With Text & Pay, citizens can opt to receive a text when a bill is posted and pay directly from that message.



Increasing Auto-Pay enrollments improves cash flow and results in fewer collections dollars that municipalities must manage. Transitioning customers from printed to electronic bills drives valuable print and mail cost savings. Text & Pay is an excellent way to provide a self-service payment option to non-technical users who don't want to pay online or via Pay by Phone (IVR).

#### Easy Mobile Payments...No App Required!

Municipalities can expect 50% or more of their payments to be made using a mobile device. Many citizens don't want to download a mobile app in order to pay. UtilityConnect automatically displays information to fit the mobile, tablet, laptop or desktop screen the citizen is using.

We support all mobile devices and these Web browsers: Google Chrome, Apple Safari, Mozilla Firefox, Microsoft Edge and Internet Explorer.

#### Pay by Phone (IVR)

Nuvei's integrated Pay by Phone service provides municipalities an assigned dedicated toll-free telephone number that can be accessed directly by citizens or linked to an existing customer support line. IVR enables customers to:

- Make effortless, secure payments, 24/7, using a credit/debit card or e-Check
- Easily check balances and due dates
- Receive instructions in Spanish
- Complete a payment in 2-3 mins.

Utilities benefit because:

- Customer Service Reps (CSRs) can stop taking manual phone payments
- Payments are integrated into UtilityConnect
- Staff have more time to focus on other support & service tasks.

IVR gives those non-technically savvy an easy way to pay using their phones. In addition, municipal organizations can minimize manual errors and the handling of sensitive payment information by staff.



#### Manage Multiple Accounts

Property managers and users with multiple accounts can create a single online profile, and then view and manage all their accounts.

#### **Automated E-mail & Text Reminders**

UtilityConnect automatically sends a variety e-mail and text reminders when:

- New bill posting
- Upcoming Auto-Pay payment
- Successful/unsuccessful payment confirmation

#### Point of Sale (POS)

Staff can process in-person and walk-in payments using a variety of cloud-based, secured EMV and swipe card readers. Payments are directly integrated into UtilityConnect.



## Admin Portal

Nuvei's Admin Portal helps staff perform their daily tasks more efficiently. The portal includes payment management tools so staff can quickly and easily accept payments, notify citizens, view trends and insights, build custom reports, and reconcile payment deposits with ease.



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#### **Configurable Dashboards**

The dashboards show a summary of data, such as: payment volume processed, open balance totals, successful transactions, portal sign-ups and more. Staff can view key performance information that is important to their organizations.

#### **Manage Customer Accounts**

Staff can access any customer account in the system and:

- Take payments
- Change account information: address, phone numbers, passwords, etc.
- Enroll citizens in e-Billing, Auto-Pay, and Text & Pay
- Provide portal support

#### **Communicate Directly with Citizens**

Portal notifications allow staff members to send e-mail and text messages directly to citizens for: boil water alerts, water main breaks, maintenance issues, news, reminders, and more. Now keeping customers engaged and informed is a simple process.

#### Reporting

Configurable, real-time reporting in the Admin Portal enables staff to view a variety of standard reports or create their own. Building custom reports is an easy process requiring no software programming knowledge. Reports can be scheduled for delivery: daily, weekly, monthly and more.

Access to accurate, reliable, and relevant data helps your municipality understand customer behavior, track payment information, and improve decision making.



## **Implementation Process**

Nuvei has implemented payment solutions for more than 2,000 government agencies. After contract signature, your organization will be assigned a dedicated Implementation Manager who will work with your team until the payment site has been launched.

This experienced professional will guide: the Merchant ID application and creation process, data integration, configuration, testing, and training. In general, the implementation process takes about 3-4 months to complete.

# **Training & Support**

After the payment site is live, remote training and support are included. Staff can contact our dedicated help desk via phone and e-mail, Monday - Friday, 6am - 4pm MT. In case of after-hour emergencies, our on-call support is always available.

# **Citizen Marketing Services**

To encourage citizens to use the new payments platform in order to drive selfservice payments and e-Billing and Auto-Pay enrollments, Nuvei offers:

- A dedicated Customer Success Manager
- E-mail campaigns
- Marketing collateral: social media ads, bill inserts, etc.
- Prize giveaways

Our team will develop a customized program for your municipality with the goal of achieving the following adoption improvements (Figure 1).









## **Client Testimonials**

Nuvei's top priority is ensuring the success of our clients. Our payment solutions drive superior commerce outcomes and empower our clients to reach their operational goals. Below are just a few testimonials from our clients.



#### **Customer Administrator**

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highly recommend their

courts."

payment service to other



Presiding Judge Birmingham Municipal Court

## **Company Overview**

Nuvei is a leading provider of integrated payment and frictionless commerce solutions that help customers accept and make payments, expedite receipt of money, and increase operating efficiencies.

Nuvei's Connect suite of platforms (UtilityConnectTM, MuniConnectTM, and CourtConnectTM), are PCI Level 1 compliant and specifically designed for simplicity, scalability, and flexibility. Our solutions enable citizens to make payments at any time, from any device, and from just about anywhere. Ensuring your staff has access to the most innovative technology to support and streamline your operations is our goal.



# Summary

Thank you for the opportunity to present a proposal for Nuvei's UtilityConnect solution. We look forward to partnering with the administration of St. Augusta, MN and helping you achieve your online payment and e-Billing goals. Please contact me if you have any questions regarding our solution or this proposal.

Sincerely,

#### Brad Myers

Mid-Market Sales Executive