

**ARLINGTON CITY COUNCIL
COUNCIL SPECIAL WORKSHOP MEETING AGENDA
JANUARY 6TH, 2019 AT 5:00 PM
COUNCIL CHAMBERS**

1. Call meeting to order
2. Roll Call
3. Approve Special Meeting Agenda
4. Discussion and Review of Options for Planning and Zoning Function.
5. Discussion and Review of Administrator Contract.
6. Discussion about the South Central Services Cooperative Intern.
7. Discussion about Contracting with a Temp Agency.
8. Discussion about Contracting for Payroll/Investments.

ADJOURNMENT

Collaborative Planning, LLC

December 30, 2019

Ms. Amy Newsom
City of Arlington
204 Shamrock Drive
Arlington, MN 55307

RE: Proposal

Dear Ms. Newsom,

This letter serves as an agreement for planning services for the City of Arlington. I am pleased to submit a proposal for planning services at my customary hourly rate. I believe that you will find my expertise will provide outstanding value to your community through the following:

- An AICP and EDFP certified planner with over 25 years experience in comprehensive and strategic planning, economic development, ordinance preparation, transportation planning, development review, and grant writing and administration.
- Clear and open communication with City staff/consultants, City Council and Planning Commission, residents and other participants throughout the course of projects, with the goal of keeping expectations clear and surprises to a minimum.
- Experience facilitating collaboration between affected parties to identify the best solutions for all involved, while guiding projects through the regulatory process in a timely manner.
- Creative solutions and implementation to identify opportunities to add value to development proposals and other projects to bring to reality the vision of the community.

I appreciate the opportunity to provide planning services to the City of Arlington. If you have any questions about this proposal, please feel free to call or email. If you are in agreement with the terms and rate schedule, please confirm your acceptance by signing the bottom of this letter and returning to me.

With Warmest Regards,

Collaborative Planning, LLC



Cynthia Nash, AICP, EDFP
Principal

The City of Arlington acknowledges and agrees to the General Provisions and Rate Schedule.

By: _____
Its: _____

GENERAL PROVISIONS

The following provisions will apply to all services performed by Collaborative Planning, LLC for our clients:

1. **Compensation for Services.** The time for which our services will be charged will include but not be limited to telephone and office conferences; drafting and preparation of documents; attendance at meetings on behalf of client; travel and waiting time; responding to requests to provide information; research and data preparation; review and respond to correspondence. All time shall be invoiced in 15-minute increments.
2. **Abandoned or Suspended Work.** If any work performed is abandoned or suspended in whole or in part by the client, we shall be paid for any services performed prior to receipt of written notice from the client of such abandonment or suspension.
3. **Independent Consultant.** At all times and for all purposes herein, we are an independent contractor and not an employee of the client.
4. **Subcontractor.** We shall not enter into subcontracts for services provided under this Agreement without the express written consent of the client. We shall pay any subcontractor involved in the performance of this Agreement within ten (10) days of our receipt of payment by the client for undisputed services provided by the subcontractor.
5. **Termination by Client.** This Agreement may be terminated by the client upon written notice for any reason. Such termination does not relieve the client of the obligation to pay for all services rendered prior to the date of termination.
6. **Termination by Collaborative Planning.** We reserve the right to terminate this Agreement for good cause. Good cause may include the client's failure to honor the terms of the engagement letter, the client's failure to pay amounts invoiced in a timely manner, or any fact or circumstance that would impair an effective relationship between us and the client.
7. **Severability.** The provisions of the Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.

PROPOSAL

FOR

PLANNING SERVICES

FOR

CITY OF ARLINGTON, MINNESOTA

December 30, 2019

SUBMITTED BY:

CYNTHIA NASH, AICP, EDFP

COLLABORATIVE PLANNING, LLC

PO Box 251

MEDINA, MN 55340

763-473-0569

cnash@collaborative-planning.com

Planning Services

Firm Background

Collaborative Planning was established in 2004 and is located in Medina, Minnesota. We provide planning and zoning services exclusively to governmental clients. Ms. Nash is the designated City or Town Planner providing planning services for the following clients at this time, but also provides services to other clients related to specific projects:

City of Hanover
Brian Hagen, City Administrator

Louisville Township
John Weckman, Chair

Credit River Township
Chris Kostik, Chair

City of Cologne
Jesse Dickson, City Administrator

Areas of Practice

- Development review
- Economic Development
- Grant writing and administration
- Environmental Review
- Ordinance Preparation and Enforcement
- Zoning Administration
- Transportation Planning
- Parks, Recreation and Tourism Planning
- Comprehensive Planning
- Conservation Planning
- Historic Preservation Planning

Assigned Personnel

Ms. Cindy Nash will provide all planning and zoning services under this proposal. Her resume is included on the following two pages. Ms. Nash was certified by the American Institute of Certified Planners in 2000 and has over 25 years of planning experience. Most of that experience has been with communities with a population under 10,000 that are experiencing high growth rates. She also received certification as an Economic Development Finance Professional in 2016.

RESUME

Cynthia Nash, AICP, EDFP

Overview of Professional Qualifications

Cindy Nash has over 25 years of experience and an extensive well-rounded background in long- and short-range planning, zoning, development review, transportation planning, tourism and recreation planning, ordinance preparation, and economic development. She was certified by the American Institute of Certified Planners in 2000, and also received certification as an Economic Development Finance Professional by the National Development Council in 2016.

Professional Background

Ms. Nash established Collaborative Planning in 2004. She is currently the City or Town Planner to the City of Hanover, City of Cologne, Credit River Township and Louisville Township and served as the City Planner for the City of Carver from 2002 through 2018. In addition, she provides municipal planning services to other local governments on various projects.

Prior to this, Ms. Nash was the Senior Planner at McCombs Frank Roos Associates (now Sambatek), overseeing the activities of the Municipal Planning Department from 2002 through 2004. Representative clients included the City of Carver, Hassan Township, City of St. Paul Park and the City of Taylors Falls.

Ms. Nash was the Director of Planning for Glynn County, Georgia from 1998 through 2000, and continued to provide consulting services to them from 2000 to 2002. Glynn County, located along the Atlantic Coast, contains a diverse demographic and development mix. Under her direction, eight planning staff members coordinated the multiple functions of a full-service planning department. Significant planning projects included the 4000-acre Golden Isles Gateway planned development, which included as its centerpiece a theme park and associated commercial complex. The Planning Department also served as the Federal Highway Administration's designated Metropolitan Planning Organization for the Brunswick urbanized area.

Early in her career, Ms. Nash provided consulting planning services to numerous small but rapidly growing communities through her employment at the Arrowhead Regional Development Commission in Duluth, Minnesota, as well as the Coastal Georgia Regional Development Center in Brunswick, Georgia. In these positions, Ms. Nash prepared numerous comprehensive plans and ordinances, scenic byway corridor management plans, recreation plans, transportation plans, and grants. In addition, she assisted the St. Louis River Board with land acquisition of environmentally sensitive parcels and other planning matters. Ms. Nash also provided planning assistance to the North Shore Management Board and Voyageurs National Park.

Education

Master of Science, Clemson University
Bachelor of Science, Mankato State University

Certifications

AICP, American Institute of Certified Planners
EDFP, National Development Council

Representative Experience

- Bridgewater at Hanover, City of Hanover
- Carver Crossing, City of Carver
- Carver Elementary, City of Carver
- Carver Square (Carver Dental, Children of Tomorrow, retail space), City of Carver
- Carver Station and CMAQ Grant, City of Carver
- City of Carver Comprehensive Plan
- City of Carver/Dahlgren Township Orderly Annexation Agreement, City of Carver
- City of Hanover Comprehensive Plan
- City of Nowthen/City of Oak Grove Concurrent Detachment/Annexation
- Copper Hills, City of Carver
- Credit River Township Comprehensive Plan
- Credit River Zoning Ordinance and Subdivision Regulations
- Crow River Heights West, City of Hanover
- Freeway Commercial AUAR, City of Carver
- Great Plains Sand, Louisville Township
- Hanover Cove, City of Hanover
- Hanover Dental, City of Hanover
- Jordan Aggregate, Sand Creek Township
- Meadows at Spring Creek, City of Carver
- Merriam Junction Sands, Louisville Township
- Mills Fleet Farm, City of Carver
- Minnesota River Bluffs Trail Extension Master Plan, Carver County
- Northwest Carver AUAR and Southwest Carver AUAR, City of Carver
- Oak Tree, City of Carver
- Spring Creek and Glen at Spring Creek, City of Carver
- Tara Farm, Credit River Township
- Territory, Credit River Township
- TH 41 SDD/TH 41 DEIS/FEIS, Representative for City of Carver
- TH 41/169 Interchange and Frontage Road, Louisville Township
- TH 212 EA/EAW (Carver to Norwood Young America), Representative for City of Carver

2020 PLANNING SERVICES RATE SCHEDULE

Billing Rate. The billing rate for Ms. Nash for 2020 is \$105 per hour, invoiced in ¼ hour increments.

Direct Expenses. In addition to the billing rates listed above, any direct expenses that are incurred in performing services shall be submitted for reimbursement, including but not limited to costs for items such as outside printing, messenger and delivery service, and filing fees. Such costs will be itemized on the invoices provided and will include documentation of the expenses incurred.

Mileage, photocopies and faxes. These charges will not be invoiced to the Town.

Invoicing. Invoices will be provided monthly with explanatory detail on work performed for each charge. Separate invoices will be provided as requested for client ease in submitting pass-through charges (as applicable) to applicants.

Good evening,

I am applying for the position of Planning and Zoning Administrator for the City of Arlington. I would like to introduce myself (or to many of you reintroduce myself), as an experienced graduate from the University of Minnesota Duluth. I believe that I possess the skills necessary for this position, and have a drive to assist Arlington with its needs advancing through the 21st century. With my experience and education as well as my extensive background in this field would be a valuable asset to your community.

Through my past experiences, I have a fair amount of experience in regards to Planning. I am always ready to learn and apply my other experiences to the job as well as learn and adapt to meet the needs of the position. I have worked closely with planners in the transit sector as well as alongside city officials while working with the Minnesota Greenstep Cities program and with Sibley County. I have a well based customer service background as well, and have helped co-manage a business for three years.

Most recently, I worked with Sibley County as an Economic Development intern, and became very involved with the city of Arlington. I worked with Administrator Amy Newsom, who at the time was Economic Development Director for Sibley County, as she also served as Economic Development Director for the City of Arlington. While under her supervision, I became involved with several organizations in town, as well as drafting documents for meetings and assisting with the growth and promotion of downtown. I was also involved with Choose Arlington, and began drafting an update to the Lodging Study done back in 2006, as one of their goals to promote an additional lodging facility for town.

While attending school at the University of Minnesota – Duluth, I have taken many courses exploring urban environments and their respective populations. I have taken courses in GIS, learning aspects of ArcMap ranging from GIS Mapping as well as interactive multimedia mapping via ESRI online services. Through my internships, including environment and community planning, as well as transit planning; I learned a wide range of useful planning practices ranging from data collection and analyses, schedule keeping, as well as attending and holding meetings involving both colleagues as well as elected and appointed officials. I have recently began working toward my Master's in Community Development as well.

As I have briefly exhibited from my past and present experiences, I am more than able to plan execute and monitor a project from start to finish. I am more than able to assist your city in reaching its overall goals. I believe that this position will take a great deal of attention and focus. I plan to lead and attend the Planning and Zoning meetings each first Thursday of the month, and can complete duties as asked and needed from afar. I have drafted agendas and minutes in the past, and hope to continue to do so when able to alleviate the need for City of Arlington staff to do so. Due to the nature of the job, I believe that \$25 an hour for the duties performed is more than fair, and should not exceed more than an allotted 8 hours per week as allotted by the City of Arlington.

Thank you,



Michael Kedrowski
952-847-3749
Kedro021@gmail.com

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT is made and entered into this 6th day of January 2020 by and between the City of Arlington, a Municipal Corporation, hereinafter referred to as the "City" and Michael Kedrowski, hereinafter referred to as the "Consultant".

I. DEFINITIONS

- A. City – The "City" shall be defined as the City of Arlington, a Municipal corporation.
- B. Consultant– The "Consultant" shall be defined as Michael Kedrowski.
- C. Consulting Planner Services – "Consulting Planner Services" shall be defined as consulting services relating to municipal planning for the City of Arlington.
- D. Hourly Fee- The "Hourly Fee" shall be defined as \$25 per hour fee charge for Consulting Planner Services. Invoicing will occur on a monthly basis.

SCOPE OF SERVICES AND FEES

The Consultant will work with development applicants, City staff, City Consultants, the Planning Commission, the City Council, and others on various planning projects as outlined herein. It is the intent of this agreement that there will be a close cooperative working relationship between the Consultant and the City.

Basic services and fees shall include:

- A. The Consultant shall provide Consulting Planning Services on an as needed basis.
- B. The Consultant shall attend approximately one Planning Commission meeting per month as well as additional meetings as directed by the City.
- C. As directed, the Consultant shall perform the following types of tasks:
 1. Review, evaluate and make recommendations on development/site plans, conditional use permit applications, rezoning/zoning amendment applications, variance requests and requests for subdivision approval;
 2. Develop and implement policies, strategies, plans, programs and regulations related to: future development & redevelopment (planning); existing & proposed uses of land (zoning); and platting of property (subdivision & resubdivision);
 3. Advise builders, developers and property owners on ordinance requirements and provide technical design assistance as directed;
 4. Inform property owners of ordinance violations and initiate zoning enforcement procedures as directed;
 5. Revise, update and develop new ordinances relating to land use planning and property subdivision if directed;
 6. Serve as professional staff for Planning Commission by preparing reports, presentations and resolutions as directed/warranted;
 7. Prepare reports for City Council meetings regarding recommendations by the Planning Commission and attend Council meetings on a quarterly basis;
 8. Conduct research and develop policies related to City planning activities as requested/directed;
 9. Coordinate development review process with City Staff, the City Engineer and Building Official;
 10. Assist with other planning and zoning related duties as assigned or apparent.
- D. The Consultant shall invoice the City on a monthly basis for contract hours, plus reimbursable expenses as approved in advance by the City. An itemized monthly invoice of the total hours and projects completed by the Consultant shall be provided to the City.

- E. The Consultant may provide additional assistance in conjunction with specific projects as authorized by the City for a lump sum project fee or on an hourly basis.

II. RESPONSIBILITIES

- A. The Consultant shall respond to inquiries from the City or development applicants in a timely fashion normally within two business days unless other arrangements are made between the City and the Consultant.
- B. The Consultant shall prepare and submit itemized invoices detailing the projects completed and the dates in which services were provided.

III. MISCELLANEOUS PROVISIONS

- A. Assignment. Neither party hereto may assign, pledge or transfer their interest, obligation and responsibilities under and pursuant to this Agreement, without the other party's prior written consent.
- B. Right of Termination. The City may terminate this Agreement upon thirty (30) days written notice to the Consultant. The Consultant may terminate this agreement upon thirty (30) days written notice to the City. In such event, the City will pay the Consultant for all billable hours provided by the Consultant and all approved reimbursable expenses up to the date of termination.
- C. Binding Effect. This Agreement shall inure to the benefit of, and is binding upon the parties hereto and their respective heirs, representatives, successors and assigns.
- D. Amendments. This Agreement can be amended only in writing signed by both parties.
- E. The Consultant is an independent contractor for all activity under this agreement, and not an employee of the City.

IV. TERM OF AGREEMENT

This Agreement covers the period beginning January 17, 2020 through June 30, 2020.

IN WITNESS WHEREOF, the parties have set their hand as of the date first written above.

City of Arlington, a Municipal Corporation

By: _____

Its: _____

Dated: _____

Michael Kedrowski

By: _____

Dated: _____

Pat Melvin

To: Pat Melvin
Subject: RE: Planning and Zoning Services

From: Jason Femrite [<mailto:Jason.Femrite@bolton-menk.com>]
Sent: Wednesday, November 21, 2018 8:50 AM
To: Pat Melvin
Subject: FW: Planning and Zoning Services

Good Morning Pat,

See the information below related to some potential talkers on Planning & Zoning Services. We would be happy to sit down with you to discuss tailoring our planning services to meet the City of Arlington's needs. Please reach out to me with any questions or dates/times you would like to meet.

Happy Thanksgiving Pat!!

Jason L Femrite P.E.
Principal Engineer
Bolton & Menk, Inc.
1960 Premier Drive
Mankato, MN 56001-5900
Phone: 507-625-4171 ext. 2288
Mobile: 507-380-2464
Bolton-Menk.com

To send files over 5 MB, click here and follow prompts

From: Jane Kansier
Sent: Tuesday, November 20, 2018 5:29 PM
To: Jason Femrite <Jason.Femrite@bolton-menk.com>
Subject: RE: Planning and Zoning Services

Bolton & Menk takes pride in tailoring our planning services to meet the specific goals and expectations of each client. The following are descriptions of key items and a proposed fee structure for the City of Arlington. Our approach to providing planning services can be subdivided into three main categories:

1. General Planning Services

General planning services are the professional service needs that arise within a community on a day-to-day basis and are typically not associated with a specific project. Typically projects that fall into this category are funded by the general fund. We understand staff can sometimes be hesitant to request information or ask questions of their consultant out of concern of receiving significant or unexpected bills for these day-to-day services. We want to minimize these costs while maximizing the benefit to the client. Therefore, for these types of services, Bolton & Menk proposes a **Reduced Hourly Rate** structure for general planning services.

Bolton & Menk will offer a reduced billing rate of \$80 - \$120/hour for the first 10 hours/month for general planning services, including attendance at planning commission, city council and other meetings as needed and requested.

- The first 10 hours of general planning services in the month will be billed at the reduced hourly rate. The actual rate will depend on the specific staff person doing the work. If there are less than 10 hours total general planning service in a given month, the city will only be charged for the actual hours worked.
- Hours over and above the initial 10 hours will be billed at regular rates (\$85-\$145/hour).

2. Private Development Planning Services

Private development projects are those funded by developers or private individuals. Such projects might include subdivision plats, planned unit developments, or conditional use permits. Typically, costs associated with development-driven projects are the responsibility of the developer, either as identified in the development agreement or by established fees or escrows. We would review each private development project with the city staff to define the appropriate level of services. All private development projects will be accounted and invoiced separately for ease of pass-through billing by the city to the developer. Under this scenario, our services will still be provided under the contract between the city and our firm. Bolton & Menk will work only for or on behalf of the City of Arlington.

3. Project Specific Planning Services

Project specific planning services are intended for projects that do not fall into the general services category. These projects are usually specialized and have a specific timeframe for completion. Examples of these projects include complete zoning ordinance rewrites or special planning studies. For project-specific services, we will work with the city to define a scope of services and an hourly not-to-exceed budget. Invoices will be based on the actual number of hours worked within the designated budget. The city will not be charged for unused hours within the budget. If during the course of work conditions arise to cause the scope of services to increase, any proposed increase to the budget will be reviewed, and authorization will be obtained before proceeding with additional work.

Jane Kansier, AICP
Senior Urban Planner
Bolton & Menk, Inc.
Mobile: 952-358-0604
Bolton-Menk.com

CITY ADMINISTRATOR CONTRACT

This agreement, made and effective as of January 6, 2020 between the City of Arlington, a Minnesota municipal corporation, hereafter "City", and Amy Newsom, hereafter "City Administrator". This contract shall be reviewed annually as per the City Charter.

WHEREAS, the City of Arlington desires to secure the services of the City Administrator and the City Administrator desires to accept such employment.

NOW THEREFORE, in consideration of the material advantages accruing to the two parties and the mutual covenants contained herein, and intending to be legally and ethically bound hereby, the City of Arlington and the City Administrator agree with each other as follows:

1. The City Administrator will render full-time professional services to the City in the capacity of Chief Executive Officer of the City beginning no later than January 17, 2020. The Administrator will at all times, faithfully, industriously and to the best of their ability, perform all duties set forth in the City Charter and in policy statements of the City Council. It is understood that these duties shall be substantially the same as those of a chief executive officer of a business corporation. The City Administrator is hereby vested with authority to act on behalf of the City Council in keeping with policies adopted by the Council, as amended from time to time. In addition, the Administrator shall perform in the same manner any special duties assigned or delegated to them by the Council. The Administrator shall also perform the duties of the City EDA Director. The job description attached at Appendix A shall serve as further guidance as to the duties and powers of the City Administrator.
2. In consideration for these services as City Administrator, the City agrees to pay the City Administrator a salary based on \$80,933 per year for the remainder of 2019. The City Administrator shall be subject to a performance evaluation by the end of December and annually at the end of each calendar year. Future salary increases will be granted at the same time as salary adjustments are made for other city employees, subject to a satisfactory performance evaluation and City Council approval. The City Administrator salary shall be paid in bi-weekly installments at the same time as pay checks are issued to all of the other city employees.
 - a) For purposes of calculating vacation accrual, the City Administrator will be considered an employee beginning November 15, 2019, which was the start of her employment by the City as EDA Director. Hereafter, the City Administrator shall be eligible to earn vacation leave in accordance with the City's personnel policy. The use of vacation leave shall be consistent with the City's Personnel Policy. Upon leaving the City's employ, for whatever reason, the Administrator shall be entitled to payment for all accrued and unused vacation time at the Administrator's then current rate of compensation.
 - b) The City Administrator shall also be granted the same number of paid national holidays as all other city employees.

- c) The City Administrator shall have available the use of a 10-day bank of sick leave at the beginning of employment. Any portion of said 10-day bank which is actually used shall be reimbursed by accumulated sick leave earned by the City Administrator under the terms of this paragraph, until all such sick leave days used have been repaid. Thereafter, the City Administrator will accumulate sick leave under the standard city policy, which is currently an accumulation of one sick day per month worked. Sick leave may be accumulated indefinitely, but may only be used in cases of actual illness or injury. Upon leaving the city's employ, for whatever reason, the City Administrator shall not be entitled to payment for any unused sick leave.
- d) In the event of a single period of prolonged inability to work due to the result of a sickness or an injury, the City Administrator will be compensated in accordance with the City's sick leave and disability policies. Up to six (6) months' salary continuation will be provided in such an instance to supplement short-term disability. The city reserves the right to verify the medical condition of the City Administrator by obtaining reports from the City Administrator's treating medical professionals. In the alternative, the City may require the City Administrator be examined by medical professionals of the City's choosing to obtain an independent opinion as to the City Administrator's medical status. It is understood that such medical reports may be necessary to trigger the City's insurance coverage in such event.
- e) In addition, the City Administrator will be permitted to be absent from the City office during working days to attend professional meetings and to attend to such outside professional duties in the municipal field as have been mutually agreed upon between the Administrator and the Mayor or the Council. Attendance at such approved meetings and accomplishment of approved professional duties shall be fully compensated service time and shall not be considered vacation time. The City shall reimburse the City Administrator for all expenses incurred by the City Administrator incident to attendance at approved professional meetings incurred by the City Administrator in furtherance of the City's interests, provided, however, that such reimbursement is approved by the City Council in advance.

The City agrees to pay dues to professional associations and societies and to such service organizations and clubs of which the City Administrator is a member, approved by the Mayor as being in the best interests of the City. It is contemplated that the City shall pay for the membership of the City Administrator in the International City/County Management Association, Minnesota City/County Management Association, The Institute of Municipal Clerks, League of Minnesota Cities and Minnesota Municipal Utilities Association. The City will pay for the City Administrator attendance at the annual MCMA and LMC conferences. Attendance at the ICMA annual conference shall be subject to City Council approval and budget considerations.

- 4. The City agrees to provide the City Administrator with the following additional benefits:
 - a) Provide comprehensive health and major medical insurance for the City Administrator and their family, according to the standard city employee benefit package.

- b) Provide accrual of pension benefits as a member of the Public Employees Retirement Association, according to the standard city employee benefit package.
 - c) Provide a cell phone, a laptop computer with wireless internet capability, or reimbursement of such products or services as needed and per the City's Personnel Policy. In the event, reimbursement is elected, the City of Arlington may need to access the employee-owned device for legitimate business purposes including, but not limited to implementing security controls, fulfilling record retention obligations, conducting investigations, or responding to litigation-related requests arising out of administrative, civil, or criminal proceedings. The City Administrator is expected to provide access to their device upon demand for necessary business purposes.
 - d) Mileage reimbursement for travel out of town to meetings and other related business of the City. Reimbursement shall be at the rate established per mile under IRS regulations for that calendar year for business mileage deduction rates. If a City vehicle is available for such travel, the City may require the City Administrator to use the city vehicle rather than their personal vehicle.
 - e) In addition, the City Administrator shall be entitled to all other fringe benefits to which all other employees of the City are entitled.
 - f) Provide a relocation reimbursement not to exceed \$2,000.00 to cover relocation expenses for moving to the City of Arlington, to be paid upon submittal of invoices or receipts for eligible relocation expenses. Should the City Administrator voluntarily leave employment with the City, they shall reimburse the City said relocation expenses if within the first 36 months of employment; after the first 36 months of employment, no reimbursement of relocation expenses shall be required.
5. The City Council may at its discretion terminate the City Administrator's employment with the City, without cause. Such action shall require a 4/5's majority vote of the entire City Council and become effective upon written notice to the City Administrator or at such later times as may be specified in said notice. After such termination, all rights, duties and obligations of both parties shall cease except that the City shall continue to pay the City Administrator a monthly salary for the month in which their duties were terminated and for 3 consecutive months thereafter as an agreed upon severance payment. During this period, the City Administrator shall not be required to perform any duties for the City. Neither shall the fact that the City Administrator seeks, accepts and undertakes other employment during this period affect such payments. Also, for the period during which such payments are being made, the City agrees to keep the City Administrator's group life, health and major medical insurance coverage paid up and in effect. However, if the City Administrator obtains new employment during said 3-month severance payment term, and said new employer provides substantially comparable insurance coverage, then the City of Arlington shall not be obligated to provide such group life, health or major medical insurance coverage during said 3-month term.

6. Should the City Council in its discretion change the City Administrator's duties or authority so it can reasonably be found that the City Administrator is no longer performing as the Chief Executive Officer of the City, the City Administrator shall have the right, within 90 days of such event, in their complete discretion, to terminate this contract by written notice delivered to the Mayor and the City Council. Upon such termination, the City Administrator shall be entitled to the severance payment described in Paragraph 5, in accordance with the same terms of that Paragraph.
7. If an event described in paragraph 5 or 6 occurs and the City Administrator accepts any of the severance benefits or payments described therein, to the extent not prohibited by laws, the City Administrator shall be deemed to voluntarily release and forever discharge the City and its Council members, employees, agents, and their successors and assigns, both individually and collectively and in their official capacities (hereinafter referred to collectively as "Release"), from any and all liability arising out of their employment and/or the cessation of said employment. Nothing contained in this paragraph shall prevent the City Administrator from bringing an action to enforce the terms of this Agreement.
8. Should the City Administrator at their discretion elect to terminate this contract for any other reason than as stated in Paragraph 6, the Administrator shall give the City 30 days written notice of their decision to terminate. At the end of the 30 days, all rights, duties and obligations of both parties under this contract shall cease and the City Administrator will not be entitled to severance benefits.
9. The City Council may in its discretion terminate the City Administrator for just cause at any time. Termination for just cause could be based on, but not limited to, willful neglect of duty, gross inefficiency or incompetence in office that the City Administrator fails to correct after reasonable written notice, or malfeasance in office. In case of termination of the City Administrator for just cause, the City Administrator will not be entitled to severance benefits. Prior to any City Council vote to consider termination of the City Administrator's employment, the City Administrator shall be entitled to the same administrative review of their performance or conduct as afforded to all other city employees under existing city employment policies.
10. The City Administrator shall maintain confidentiality with respect to information that the Administrator receives in the course of their employment and not disclose any such information. The City Administrator shall not, either during the term of employment or thereafter, use or permit the use of any information of or relating to the City in connection with any outside activity or business and shall not divulge such information to any person, firm, or corporation whatsoever, except as may be necessary in the performance of their duties hereunder or as may be required by law or legal process.
11. This contract constitutes the entire agreement between the parties and contains all the agreements between them with respect to the subject matter hereof. It also supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof.

12. Except as otherwise specifically provided, the terms and condition of this contract may be amended at any time by mutual agreement of the parties, provided that before any amendment shall be valid or effective it shall have been reduced to writing, approved by the City Council, and signed by the Mayor and the City Administrator.
13. The invalidity or unenforceability of any particular provision of this contract shall not affect its other provisions, and this contract shall be construed in all respects as if such invalid or unenforceable provision had been omitted.
14. The City shall defend and indemnify the Administrator pursuant to Minnesota Statutes 466.07 and 465.76, and any laws amending or replacing such laws. The City shall also defend and hold harmless and indemnify the Administrator from all torts, civil damages, penalties and fines, provided the Administrator was reasonably acting in the performance of Administrator's duties.
15. This agreement shall be construed and enforced under and in accordance with the laws of the State of Minnesota.

Dated: January 6, 2020

Amy Newsom

For City of Arlington:

By Richard Nagel
Its Mayor

APPENDIX A

JOB DESCRIPTION

City of Arlington

**Title of Class: City
Administrator/EDA Director**
Effective Date: January 6, 2020

I. CITY ADMINISTRATOR

DESCRIPTION OF WORK

General Statement of Duties: Responsible for planning, organizing, directing, and coordinating all municipal services, and is considered the Utility Superintendent and Treasurer for the City. The City Administrator is also the “Chief Administrative Officer” of the city who is responsible for maintaining the City Charter, and is responsible for directing staff in the implementation of City Council policies and coordinating the day-to-day operations of the City.

Supervision Received: Works under the direct supervision of the Mayor and City Council and receives policy direction from the City Council.

Supervision Exercised: Supervises the activities of all municipal departments and personnel of the City and the administration of municipal policy with the authority to effectively recommend their employment or removal. This shall include outside contractual obligations.

TYPICAL DUTIES PERFORMED

The City Administrator is responsible for ensuring smooth operation throughout the City and is responsible for coordinating activities and functions, creating proper procedures and processes for exchanging information and reaching decisions, and flexibility in reacting to the needs and desires of others. The listed examples may not include all duties performed by the City Administrator.

1. Administer personnel and human resource functions including staffing levels and duties, performance evaluation, promotion, discipline, and compensation plans.
2. Ensure all City laws, ordinances, resolutions, rules, and the City Charter are enforced and make recommendations for changes or additions to ordinances, resolutions, and the City Charter when necessary.
3. Represent the City in local, regional, state and federal activities of concern to the

community.

4. Act as custodian of the city seal and records and sign all official papers and post and publish such notices, ordinances and resolutions as may be required.
5. Manage and invest City funds in accordance with City Council guidelines and sound financial practices. Oversees and manages financial accounting matters.
6. The City Administrator shall supervise the activities of all municipal department heads and personnel of the city and the administration of municipal policy with authority to effectively recommend their employment or removal. The City Administrator shall handle all personnel matter for the city in conjunction with the policy established by the City Council.
7. Be responsible for factual determination and execution of Council policies.
8. Be responsible for the general oversight of the community center, cemetery and library.
9. Make purchases and let contracts, subject to approval of City Council.
10. Oversee long and short term departmental planning.
11. Prepare, revise the layout, design and content of the City's newsletter and social media.
12. Organize and direct work load.
13. Report to Council and general public.
14. The City Administrator shall attend and participate in all meetings of the City Council. He or she shall be responsible for preparation of the City Council agenda and recommend to the City Council such measures as he or she shall deem necessary for the welfare of the citizens and efficient administration of the city. He or she shall attend his or her discretion or at the direction of the City Council, other committee and commission meetings.
15. The City Administrator shall prepare the annual fiscal budget, capital improvement plan and shall report the budget status and administrative status on a regular basis for the City Council. He or she shall maintain financial guidelines for the city within the scope of his or her responsibilities, submit reports to the City Council on the financial condition of the municipal accounts, and make sure the annual financial statement is prepared in accordance with Minnesota Statutes.
16. The City Administrator shall coordinate municipal programs and activities as they rectify the City Council.
17. The City Administrator shall work in cooperation with the City Council's appointed Attorney, Engineer, Water & Wastewater Operator, Auditor, Building Inspector, Planning & Zoning Consultant and Financial Advisor, and he or she shall monitor all consultant and contract work performed for the city.
18. The City Administrator shall prepare news releases and develop and discuss public relations with all concerned as required.
19. The City Administrator shall be informed regarding federal, state and county programs which affect the city. He or she shall consult with officials of both public and private

agencies as may be required.

20. The City Administrator shall inform the City Council in matters dealing with administration of the city and prepare, submit, and update the City Council on adoption of any administrative code encompassing the details of administrative procedures.
21. Serve as a Board Member of the Minnesota Municipal Power Agency (MMPA) and represent the city at MMPA meetings and activities.
22. He or she shall perform such other duties as may be prescribed by law or required of him or her by ordinance or resolutions adopted by the City Council.

KNOWLEDGE, SKILLS AND ABILITIES

1. The City Administrator must have considerable knowledge of municipal government operation and management, proper procedures, and public relations, finances including the budget process, purchasing and all administrative requirements for proper municipal operation.
2. He or she should have an understanding of the operation of public utilities including an electric utility.
3. He or she must have knowledge of or ability to acquire full knowledge of all laws and rules affecting the city including the City Charter.
4. He or she must be able to communicate effectively and provide harmonious relations with the municipal employees, elected officials, other public officials, and the general public.
5. He or she must have the ability to plan development, to collect material and analyze for reporting and to conduct and implement standards of procedure, operation and organization.
6. Knowledge of computers and software programs. General knowledge of internet use, e-mail and faxing.
7. Supervisory experience.

PHYSICAL REQUIREMENTS

The primary tasks and functions of the position consist of typical office functions. May be required to lift and/or carry supplies, materials, equipment and/or items weighing up to 50 pounds. Tasks may require extended periods of time at a keyboard.

MINIMUM QUALIFICATIONS

The City Administrator shall possess a Bachelor's degree in public administration, business administration, accounting, finance or related field, three plus years of related public management experience. Should have experience in budgeting, economic development, public utilities, and must possess a valid Minnesota driver's license.

II. ECONOMIC DEVELOPMENT AGENCY DIRECTOR

- 1. Schedule appropriate EDA meetings, typically a minimum of one meeting per month, and other meetings as needed to properly conduct the EDA business.**
- 2. Prepare agendas for the EDA meetings. Record the EDA meetings and transcribe summary minutes of said meetings.**
- 3. Act as staff liaison between the EDA committee and the Mayor, City Administrator and City Council.**
- 4. Assist the EDA and the City Council with developing goals for business retention and business development in the City of Arlington.**
- 5. Act as an initial contact for prospective businesses and a liaison between said businesses and city staff.**
- 6. Act as coordinator with local, state, regional and federal programs to assist Arlington businesses.**
- 7. Conduct grant writing and administration of grants for the City and city agencies and departments.**
- 8. Coordinate business education opportunities for community businesses.**
- 9. Identify and coordinate marketing opportunities for the City of Arlington, to include assisting the City in maintaining an internet presence for business promotion.**



Community Development Intern

Salary

Hourly - \$12.00

Opening Date – January 6, 2020

Closing Date– January 21, 2020 at 5:00 pm

Job Posting: General Duties

The City of Arlington is a growing community located on MN Hwy 5 just 45 miles southwest of the Twin Cities. This internship opportunity would provide an individual seeking a career within the field of economic development, planning and zoning, or city administration great experience to boost their resume.

The successful candidate will provide hands-on assistance to the Community Development Director and will assist in preparing agendas and minutes for economic development and planning & zoning, will provide research for both economic development and planning & zoning, assist with various grant applications, DEED applications, update the City's social media and website. The position will also be responsible for assisting with the Community Center, showing the facility, aiding those interested in renting the facility, updating the events calendar, marketing the facility, billing, and any other tasks assigned by the Community Development Director. Successful candidate will be able to communicate effectively in writing and oral presentations.

This position is for a total of 400 hours and can be part-time or full-time. There will be evening meetings with this position.

Minimum Qualifications:

Bachelor's Degree in public administration, business administration, urban planning or related field is required. Candidate must have the ability to work at least 20 hours per week, valid driver's license and good driving record, and ability to pass a background check.

Graduate student in public administration, business administration, or urban planning is preferred.

Apply:

Resume, cover letter, and City of Arlington application is required. For application please visit the City's website: www.arlingtonmn.com. For questions please email Community Development Director Amy Newsom at anewsom@arlingtonmn.com or 507-720-8586.

**Spherion Service Terms
Clerical Positions**



December 27, 2019

City of Arlington
204 Shamrock Drive
Arlington, MN 55307

Dear Amy Newsom,

Thank you for choosing Spherion to fulfill your company's staffing needs. The following outlines Spherion's service terms for our temp, temp-to-hire and direct hire service options at your location in Arlington, MN 55307. All terms outlined in this letter will apply to all positions staffed at the referenced location.

Your hourly markup for each temporary position staffed will be 50%. This hourly mark-up includes the hourly salary of the employee, all employer payroll taxes including FICA, state and federal unemployment insurance, W-2 and W-4 forms, workers compensation, and Spherion's service fee, which includes Spherion's compliance with all provisions of the Patient Protection and Affordable Care Act applicable to temporary employees assigned to you. Spherion may increase these rates upon notice to you in the event of any government mandated increases including minimum wage laws, unemployment insurance, benefits, etc. You agree that time deemed compensable hours worked by temporary employees, for which Spherion is legally required to pay such employees (such as, for example, time spent by temporary employees to complete legally mandated workplace harassment training), shall be billed to and paid by you as hours worked by such employees on assignment. Approved timesheets should be submitted via Spherion electronic time capture by the end of day on Monday. Invoices, including applicable sales taxes and other taxes on fees, state mandated leave payments, and state mandated expense reimbursements for temporary employees will be provided via eBilling and are payable within 14 days of invoice date.

You acknowledge that Spherion is providing temporary employees to perform work under your management and supervision at a facility or in an environment controlled by you and that you are responsible for the work and the work product of these employees. You agree to comply with all applicable federal, state and local laws in connection with these services and to provide a safe place in which to work with all necessary site-specific safety training and equipment. No changes to the job or duties of any Spherion employee shall be made without first giving Spherion prior written notice and Spherion responding with approval. These terms limit Spherion's maximum liability to you to direct damages not to exceed the amounts paid hereunder in the 12 months preceding any claim.

Spherion offers a choice of additional qualifying and screening processes. These additional services will be invoiced separately as listed below along with any state mandated fees associated with the MVR and background check. Spherion will not conduct these screenings unless specifically requested by you.

Drug Screening, 6 panel	\$50.0	Drug Screening, 10 panel	\$50.00
Motor Vehicle Report (MVR)	\$13.50	Criminal Background Check (per jurisdiction)	\$35.00
Credit Report	\$8.00	Education Verification	\$10.00

Please note that overtime will be billed at 1.5 times the bill rate for any hours worked consistent with your state's overtime regulations, Monday through Sunday. A four-hour minimum billing will be incurred if an employee is en route to a job or arrives on a specific day and is not utilized. When you choose to transition a Spherion temporary employee to your company payroll or to the payroll of another staffing firm at any time during the assignment or in the six (6) months immediately following the end of the temporary employee's last assignment, the following temp-to-hire conversion fees will apply. The conversion fee is calculated based on the total annual compensation the candidate is offered when converted from Spherion's payroll.

Total Hours Worked by Employee on Spherion's Payroll	Conversion Fee (% of annual salary)
>600 hours	\$250.00
501 – 600 hours	5%
401 – 500 hours	8%
301 – 400 hours	11%
201 – 300 hours	13%
101 – 200 hours	15%
1 – 100 hours	17%

A placement fee shall be earned by Spherion when a candidate referred by Spherion is subsequently employed by your company within six (6) months of the first presentation of such candidate to your company. These candidates have not worked on a temporary basis at your company through Spherion.

The placement fee will be 17% of annual salary. Spherion offers a 30 day direct hire placement guarantee based on the following terms:

- If within 30 days of placement, the candidate should be terminated for performance reasons or should voluntarily resign from the position, the client may request and receive a replacement at no additional cost. (Terminations due to position elimination or economic downsizing do not qualify for the guarantee).
- In the event that Spherion is unable to provide a qualified replacement, Spherion will offer a pro-rated refund.
- This guarantee is valid only if payment is received in accordance with the terms of this letter. If payment is not received within that timeframe, the guarantee will not apply and the fee will remain payable in full.

Again, thank you for choosing Spherion. We look forward to a long and mutually satisfactory relationship with you.

Leah Macgregor
Spherion Representative Signature

12-27-19
Date

Client Representative Signature

Date



Spirit of Agreement

City of Arlington, MN

1/02/20

*Express Employment Professionals bills for services rendered on a pay-per-hour basis.
The following rates will apply to the position(s) we discussed.*

JOB TITLE	PAY RATE	BILL RATE
Full Time County Clerk	\$15.00-\$18.00 Based on Experience	\$24.00-\$28.80 Pay rate X 1.60 Mark Up
Drug Test	Upon client request	Billed to client. Estimated below \$40.
Background Test	Upon client request	Billed to client. Estimated below \$40.

*Express associates must complete a 720 hour working period
before client may hire on the candidate full time at a \$0.00 payroll transfer fee.*

Express Employment Professionals is ISO 9001-2000 Certified

The Client bill rate includes Express Employment Professionals' absorption of the following expenses:

- Advertising
- Recruiting
- Skills Testing
- Interviewing
- Reference checks / I9 Verification
- Weekly invoicing to clients
- Weekly pay for the temporary associates
- Workers' Compensation
- Social Security Tax
- Bonding of employees
- General liability insurance coverage
- Four hour unconditional performance guarantee
- Benefits for temporary associates
 - Health & Dental Insurance
 - Vision Insurance
 - Life Insurance
 - Short Term Disability
 - 401K
 - Holiday Pay & PTO (can earn up to 5 days/year)

We reserve the right to increase our bill rate structure when mandatory state or federal taxes are incurred.

Client Signature

Date



New Account Information

Client		Telephone No.		Fax No.		Contact	
Address				City		State	Zip
Type of Business		Business Start Date	Years at Address	CEO/Owner/Partner/Proprietor			No. Employees
Type of Organization <input type="checkbox"/> Corp. <input type="checkbox"/> Partnership <input type="checkbox"/> Ind. Prop. <input type="checkbox"/> LLC <input type="checkbox"/> Other			Reason for Associates		No. of Associates		Hours per Week
Party in Charge of Accts. Payable		PO Required? <input type="checkbox"/> Yes <input type="checkbox"/> No		Terms are: Payments due 10 Days from Date of Invoice			
Person Accepting Our Terms		Title		Social Security Number/Tax ID Number			
Primary Bank Used		Telephone	Account No.		Account Representative		
Type of Account		Date Opened	Avg. Checking Balance \$	Hi Balance \$		Avg. Balance \$	D&B Rating
Loans Outstanding <input type="checkbox"/> Secured <input type="checkbox"/> Unsecured		Current. Loan Balance \$	Hi Balance \$	Avg. Balance \$	Payment History <input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor		
Bank Credit Rating		SIC Code	Comments:				
CREDIT REFERENCES				For Express Services Use Only			
Name of Supplier		Type of Business	Credit Limit \$	Date Acct. Opened		Account Avg. \$	Account High \$
Address		Contact	Avg. Days to Pay	Terms	Rating <input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor		
Telephone No.		Fax No.	Comments:				
Name of Supplier		Type of Business	Credit Limit \$	Date Acct Opened		Account Avg. \$	Account High \$
Address		Contact	Avg. Days to Pay	Terms	Rating <input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor		
Telephone No.		Fax No.	Comments:				
Name of Supplier		Type of Business	Credit Limit \$	Date Acct Opened		Account Avg. \$	Account High \$
Address		Contact	Avg. Days to Pay	Terms	Rating <input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor		
Telephone No.		Fax No.	Comments:				

TERMS AGREEMENT BUILT INTO CREDIT APPLICATION

The undersigned, in consideration of extending credit to aforesaid business, individually, jointly and severally as individuals unconditionally guarantee the payment of any and all future obligations of the said company which may be owing to Express Services, Inc. upon demand including reasonable attorney's fees and all costs and other expenses incurred by Express Services, Inc. in collecting an indebtedness of the aforesaid customer. Notice is waived. This is a continuing guarantee. Should a lawsuit be necessary to enforce the guarantee, venue is waived and suit may be brought in Oklahoma City, Oklahoma. A photocopy or facsimile copy of the account application and signature shall be valid as an original thereof.

All information given above is correct to the best of the undersigned's knowledge. It is agreed that: (1) charges for temporary help are labor related and due 10 days from the date of invoice; (2) creditor is authorized to investigate credit, banking and financial history and to disclose findings of that investigation as necessary.

Signature _____

Date _____

CREDIT APPROVAL		Approved By	Credit Limit \$	Terms		
Source Code	Client Account No.	Complete By		Checked By		Date



Staffing Agreement

Office Number and Location:

At Express Services, Inc. (Express) dba Express Employment Professionals (referred to as "Express," "Us," "We," or "Our"), we make it easy for you to do business with Us. The first step to establishing a successful staffing relationship is to ensure a clear understanding of each party's responsibilities. We appreciate your business and look forward to the opportunity to support you with outstanding professional employment services in consideration of your agreement to the following terms and conditions:

1. We hire associates as Express employees, and provide all wages, taxes, withholding, workers' compensation, and unemployment insurance. We recruit and assign associates to you to perform only the job duties you specify. You agree not to change the specified duties or the assigned workplace of the associate.
2. Express complies with all federal, state, and local employment laws and regulations, as applicable. You agree to provide Our associates with a safe, suitable workplace and equipment, provide all legally-mandated meal and rest breaks, and to comply with all applicable federal, state, and local employment laws including appropriate workplace-specific safety and health training that adequately addresses potential hazards at your worksite.
3. You agree to safeguard and protect any private information regarding Express employees to which you gain access, including biometric information, and agree to abide by any applicable laws addressing the collection, use, storage, or protection of private and/or biometric information. You also agree to defend, indemnify, and hold Express harmless from any loss, cost, claim, or damage, including costs and attorney fees, (collectively "Loss" or "Losses") resulting from your failure to abide by the laws addressing the collection, use, storage, or protection of private and/or biometric information and/or unauthorized uses of said information and hold Express harmless from any Loss resulting from your non-compliance with all current and future applicable federal, state, and local laws and regulations including, but without limitation, sick leave, vacation, wage and hour, and meal and rest breaks. Express pays associates promptly, based on information approved by you. You agree to pay the charges and any applicable sales tax based on the timecard or other mutually acceptable recording method by the invoice due date.
4. The bill rates charged by Express are specific to office location and may vary from Express office to Express office and are subject to change based upon federal, state or local laws that provide benefits to our associates or upon prior notice. A service charge of 1.5% per month (18% per annum) may be assessed on charges remaining unpaid 30 days after the invoice date. We are entitled to reasonable collection fees, attorney fees, and other expenses incurred to collect all charges on your account(s).
5. We provide insurance policies to cover Express for Workers' Compensation, and Employers Liability Parts A & B claims by Express associates against Express in an amount not less than \$1,000,000 per occurrence and provide Commercial General Liability, Fidelity Bond, Errors and Omissions, and Hired/Non-Owned Automobile coverage in an amount not less than \$1,000,000 per occurrence.
6. You agree that you will not request or allow Our associates to offer professional opinions concerning any financial audits, certifications or financial statements, SEC filings, or provide management consulting or financial advice, nor will Our associates be permitted sign-off authority for architectural or engineering projects or construction or other cost estimates.
7. If Our associates have access to unattended premises or the care, custody, or control of cash, checks, credit card numbers, ATM bank cards, negotiables, confidential information, trade secrets, or other valuable property, then you agree to defend, indemnify, and hold Us harmless from any resulting Loss.
8. Express will only provide associates for positions operating a motor vehicle, forklift, or other motorized mobile equipment if notified in writing prior to an assignment. We must know in advance, so We can assign associates who are qualified to meet your specifications. During an assignment, if Our associate operates a motor vehicle, forklift, or any other motorized mobile equipment, you agree to maintain liability insurance for any such motorized equipment and to defend, indemnify, and hold Us harmless for bodily injury, property damage, fire, theft, collision, public liability claims, or other Loss, regardless of fault.
9. You will supervise, direct, and control the work performed by Express associates, and assume responsibility for all work product and operational results, including personal injury to a third party or your agents or employees, losses or damage to property or data in the care, custody, or control of an Express associate. You agree to defend, indemnify, and hold Us harmless from any Loss, including costs and attorney fees, (collectively "Loss" or "Losses") that may be caused by breach of this Agreement and/or by your negligence or misconduct, and agree on behalf of your insurer(s) to waive all rights of recovery (subrogation) against Us.
10. In addition to Our duties and responsibilities set forth herein, Express, as the common-law employer, has the right to physically inspect the worksite and work processes; to review and address, unilaterally or in coordination with you, the associates' work performance issues; and to enforce Our employment policies relating to associates' conduct at the worksite.
11. We offer an evaluation hire program designed to provide you with associates on a trial basis prior to converting them to your payroll. To take advantage of Our evaluation hire program, you agree to negotiate a pre-determined trial period or fee prior to an associate's assignment to you.
12. Express will, at your written request, conduct criminal history checks based on your targeted screening criteria, motor vehicle record checks, and drug screens as permitted by federal, state, and local laws and regulations. The costs vary depending upon the specific test or report ordered and the charges will be agreed upon prior to ordering the tests and/or reports.
13. If you have an Express associate on an assignment and determine you would like to hire the associate onto your payroll, you may do so by paying a transfer fee of up to 30% of the associate's expected annual salary, provided all invoices are current.
14. You agree, for a period of 180 days from the date of introduction or last date on assignment, whichever is later, not to hire directly or use Express associates through another staffing firm without paying a liquidation fee of 30% of the Express associate's expected annual compensation, unless otherwise agreed to by Us in writing.

Thank you for your business. We look forward to a mutually beneficial relationship.

Company: _____ Date: _____

Agent's Name (please print): _____ Title: _____

Agent's Signature: _____



Staffing Specifix, Inc.

Great People, On Time, Every Time.

Standard Client Service Agreement

This agreement is made this 30th day of December, 2019 by and between Staffing Specifix, Inc. and The City of Arlington (hereinafter referred to as "Client"). 204 Shamrock Drive, Arlington, MN 55307

Type of Business: Sole Proprietorship Partnership Corporation LLC Other _____

Staffing Specifix will provide, and Client hereby will subscribe for the services of temporary associates employed by Staffing Specifix (hereinafter referred to as "Assigned Employees"). In order for Staffing Specifix to provide staffing services to Client, the following terms and conditions set forth in this Staffing Agreement (the "Agreement") must be agreed upon by both parties.

Staffing Specifix's Responsibilities

1- Staffing Specifix will

- a- Recruit, screen and assign its employees ("Assigned Employees") at Client's place of business to perform the type of work according to the job requirements and job descriptions provided by Client, under client's supervision;
- b- Pay Assigned Employees' wages and has the sole responsibility to determine and set the level of compensation and fringe benefits of the Assigned Employees;
- c- Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;
- d- Maintain all personnel files and payroll records for its associates; and ensure that an Employment Eligibility Verification form (I-9) is completed for each Assigned Employee;
- e- Require Assigned Employees to sign confidentiality agreements before they begin their assignments to client.

Client's Duties and Responsibilities

2- Client will

- a- Provide Staffing Specifix with a job description specifying job duties of temporary assignment for each Assigned Employee;
- b- Not change Assigned Employees' job duties without Staffing Specifix's express prior written approval; and agrees that if the Assigned Employee is injured outside the scope of the original description that the client shall indemnify and hold Staffing Specifix harmless from and against any and all claims, suits and/or damages.
- c- Properly supervise and train Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;
- d- Provide Assigned Employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed to at the work site;
- e- Provide all Assigned Employees' worked hours by 10:00 AM on the Monday following the previous work week; Client agrees that the form of Staffing Specifix or Client timecards or Assigned Employees' detail reports from time and attendance systems or spread sheets along with Client's signature authorizes Staffing Specifix to pay the Assigned Employee and bill Client for all hours indicated; authorization may come in any manner such as fax, email, or other methods and the billings based on them shall be conclusively deemed correct and accurate;
- f- Notify Staffing Specifix immediately in the event of a work-related injury to an Assigned Employee;
- g- Notify Staffing Specifix immediately in the event of a discrimination or sexual harassment complaint involving an Assigned Employee;
- h- Agree not to allow Assigned Employee's to work offshore, on or above water, in or under the ground, off the ground or outside of the State without Staffing Specifix's express written consent;
- i- Notify Staffing Specifix promptly if they decide they no longer wish to accept the services of any particular Assigned Employee; Staffing Specifix will be responsible for ending the assignment of the Assigned Employee.

Payment Terms, Bill Rates, and Fees

- 3- Client will pay Staffing Specifix for its performance at the rates set forth on Exhibit A and will also pay any additional costs or fees set forth in this Agreement. Staffing Specifix will invoice Client for services provided under this Agreement on a weekly basis. Payment is due net 30 days from date on invoice (client initials [REDACTED]). Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Employees upon client request. Client's signature or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes Staffing Specifix to bill client for those hours. If a portion of any invoice is disputed, Client will pay the undisputed portion.
- 4- If an invoice becomes past due, there will be a 7% late fee added on the past due amount. Staffing Specifix shall have the right to litigate all debt collection matters in Civil Court in Miami Dade, Florida. In the event that collection action is initiated by Staffing Specifix to collect such debt, or any portion thereof, Client agrees to pay any additional sums, including collection costs, attorneys' fees, and interest at the rate of 18% per annum.
- 5- Assigned Employees are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. Staffing Specifix will charge client special rates for premium work time only when an Assigned Employee's work on assignment to client, viewed by itself, would legally require premium pay client has authorized, directed, or allowed the Assigned Employee to work such premium work time. Client's special billing rate for premium hours will be the same multiple of the regular billing rate as Staffing Specifix is required to apply to the Assigned Employee's regular pay rate. (For example, when federal law requires 150% of the pay for work exceeding 40 hours in a week, client will be billed at 150% of the regular bill rate.)
- 6- Client may convert an Assigned Employee to their payroll after the Assigned Employee has worked for Client for a total of 720 hours with no conversion fee; however, no Assigned Employee may be converted if Client's account balance is past due.
- 7- If Client employs a Staffing Specifix Assigned Employee through another temporary service without first providing Staffing Specifix with a 30-day written notice, Client agrees to pay a fee of 20% of the associate's annualized wages to Staffing Specifix. Staffing Specifix will also be entitled to attorneys' fees should it be required to pursue collection of such fees.
- 8- If Client uses the services of any Assigned Employee as its direct employee, or as an independent contractor before the completion of 720 billed hours then client agrees to pay Staffing Specifix a fee of 20% of the associate's annualized wages. Staffing Specifix will also be entitled to attorneys' fees should it be required to pursue collection of such fees.
- 9- Staffing Specifix reserves the right to adjust service rates to compensate for mandatory adjustments to FICA, FUTA, SUI, Workers' Compensation and any federal or state mandated minimum wages, programs, or benefits.

Guarantees

- 10- If Staffing Specifix is notified during the first 4 hours of an Assigned Employee's start time that the Client is not satisfied with the quality of the Assigned Employee, Staffing Specifix will provide Client with a replacement Assigned Employee and will not charge the client for the hours worked.
- 11- If Staffing Specifix sends a specified number of Assigned Employees pursuant to client's requested headcount, and client turns away some or all of the Assigned Employees without providing Assigned Employees with work, Staffing Specifix will bill client a total of (4) hours for each requested associate turned away by Client.

Confidential Information

- 12- Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of Client's confidential information will be imputed to Staffing Specifix as a result of Assigned Employees' access to such information.

Cooperation

- 13- The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

Indemnification and Limitation of Liability

- 14- To the extent permitted by law, Staffing Specifix will defend, indemnify, and hold Client and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by Staffing Specifix's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of Staffing Specifix or Staffing Specifix's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

- 15- To the extent permitted by law, Client will defend, indemnify, and hold Staffing Specifix and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by client's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of client or client's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
- 16- Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.
- 17- As a condition precedent to indemnification, the party seeking indemnification will inform the other party within 10 business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.
- 18- The provisions in paragraphs 9 through 13 of this Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

Other terms and conditions

- 19- Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement will remain effective after termination or nonrenewal.
- 20- No provisions of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
- 21- Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.
- 22- This Agreement contains the entire understanding between the parties and supersedes all prior agreements and understandings relating to the subject matter of the Agreement.
- 23- The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.
- 24- The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.
- 25- Client will not transfer or assign this Agreement without Staffing Specifix's written consent.
- 26- Client acknowledges that Staffing Specifix is an equal employment opportunity employer, and Client agrees that it will not harass, discriminate against or retaliate against any Staffing Specifix Assigned Employee on the basis of race, religion, national origin, age, sex, disability, marital status or any other category protected by law.
- 27- This Agreement may be terminated by either party upon 30 days written notice to the other party or immediately upon the breach of any provision.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

Client

Staffing Specifix

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date



Exhibit A Rate Schedule

Staffing Specifix is pleased to offer The City of Arlington the following rates:

<u>Description</u>	<u>Rate</u>
Administrative	\$24.00 per hour

Conversion options:

If Staffing Specifix places a temp associate on assignment after searching for, recruiting, interviewing, and taking the associate through our entire recruiting and hiring process, then after completing a 720hour assignment, temp associates can be converted to The City of Arlington payroll at no charge. This will not be done automatically however the associate will be converted upon completion of the 720 hours and notification of The City of Arlington request to put the associate on their payroll.

PAYMENT TERMS ARE NET 30 DAYS

_____ CLIENT	_____ STAFFING FIRM
_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
_____ Title	_____ Title
_____ Date	_____ Date



1st Quarter Report

City of Sample
City, Minnesota

As of March 31, 20xx

Sample



AEM Financial Solutions™

People
+ Process.
Going
Beyond the
Numbers



AEM Financial Solutions™

Date

ACCOUNTANT'S COMPILATION REPORT

Honorable Mayor and City Council
City of Sample
City, Minnesota

We have compiled the accompanying statement of revenues and expenditures for the General Fund and statements of revenues and expenses for the enterprise funds of the City of Sample, Minnesota (the City) as of March 31, 20xx for the quarter then ended. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures and the statement of cash flows required by accounting principles generally accepted in the United States of America. If the omitted disclosures and the statement of cash flows were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Sincerely,

AEM FINANCIAL SOLUTIONS, LLC



AEM Financial Solutions™

Date

Honorable Mayor and City Council
 City of Sample
 City, Minnesota

Dear Honorable Mayor and City Council:

We have reconciled all bank accounts through March 31, 20xx and reviewed activity in all funds. The following is a summary of our observations. All information presented is unaudited.

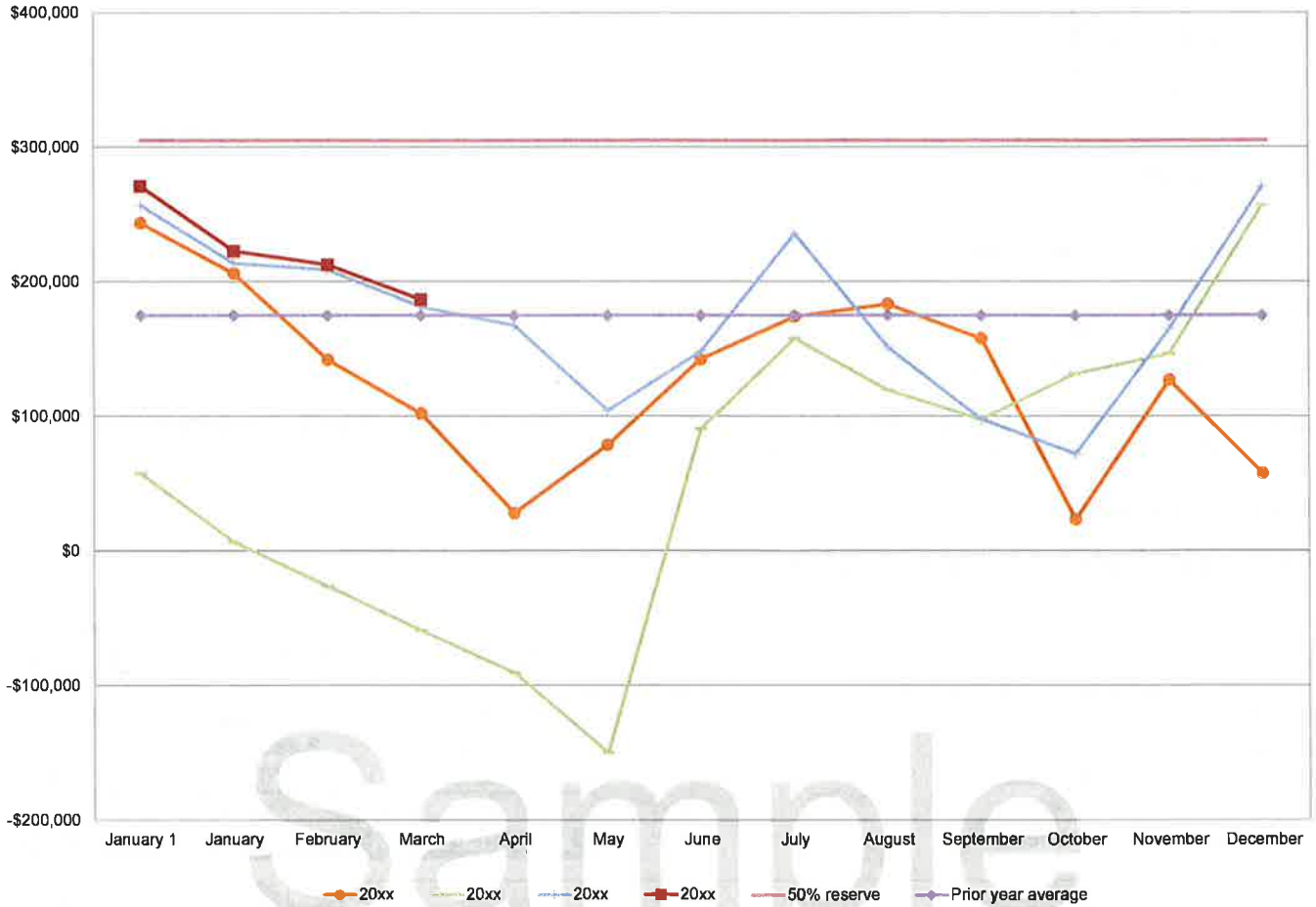
Cash and Investments

The City's cash and investment balances are as follows:

	03/31/20xx	12/31/20xx	Increase/ (Decrease)
Checking	\$ 239,215	\$ 532,984	\$ (293,768)
Savings	3,367,284	3,465,194	(97,910)
Investments (at Market Value)	992,875	979,257	13,618
Total Cash and Investments	\$ 4,599,374	\$ 4,977,435	\$ (378,061)

Investment Type	03/31/20xx	12/31/20xx	Increase/ (Decrease)
Checking	\$ 239,215	\$ 532,984	\$ (293,768)
Money Market	2,446	7,593	(5,147)
Savings	3,367,284	3,465,194	(97,910)
Brokered CD	990,428	971,664	18,764
Total Investments	\$ 4,599,374	\$ 4,977,435	\$ (378,061)

General Fund Cash Balances 20xx - 20xx



General Fund

Receipts	YTD Budget	YTD Actual	Percent of YTD Budget		Disbursements	YTD Budget	YTD Actual	Percent of YTD Budget	
Taxes	\$ 74,500	\$ -	- %	↓	General government	\$ 5,663	\$ 5,333	94.2 %	⇒
Intergovernmental	64,999	-	-	↓	City Council	1,863	152	8.2	↑
Licenses and permits	238	150	63.2	↓	Executive	976	-	-	↑
Charges for services	6,442	30	0.5	↓	City Clerk	9,859	11,668	118.4	↓
Fines and forfeitures	675	287	42.5	↓	Financial administration	21,849	20,986	96.1	⇒
Special assessments	855	-	-	↓	Law/legal services	3,500	471	13.5	↑
Interest earnings	500	3,064	612.7	↑	Community center	2,663	2,459	92.4	⇒
Miscellaneous	2,953	687	23.3	↓	General government buildings	362	417	115.3	↓
Contributions	1,250	1,131	90.5	⇒	Police	55,508	42,082	75.8	↑
Transfers in	-	-	N/A		Fire	16,650	6,399	38.4	↑
	<u>\$ 152,410</u>	<u>\$ 5,348</u>	<u>3.5 %</u>	↓	Highways, streets, and roads	18,465	28,037	151.8	↓
					Lions	516	945	183.1	↓
					Parks	4,413	293	6.6	↑
					Transfers	10,126	-	-	↑
						<u>\$ 152,410</u>	<u>\$ 119,243</u>	<u>78.2 %</u>	↑

Key	
↑	Varies more than 10% than budget positively
↓	Varies more than 10% than budget negatively
⇒	Within 10% of budget

Current short-term rates being offered by financial institutions are very low as evidenced by the table of U.S. Treasury rates below. The U.S. Treasury rates provide a benchmark perspective for rate of return.

Date	Treasury Yields								
	1 mo	3 mo	6 mo	1 yr	2 yr	3 yr	5 yr	7 yr	10 yr
09/30/20xx	0.03	0.02	0.04	0.10	0.33	0.63	1.39	2.02	2.64
12/31/20xx	0.01	0.07	0.10	0.13	0.38	0.78	1.75	2.45	3.04
03/31/20xx	0.03	0.05	0.07	0.13	0.44	0.90	1.73	2.30	2.73
06/30/20xx	0.02	0.04	0.07	0.11	0.47	0.88	1.62	2.13	2.53
09/30/20xx	0.02	0.02	0.03	0.13	0.58	1.07	1.78	2.22	2.52
12/31/20xx	0.03	0.04	0.12	0.25	0.67	1.10	1.65	1.97	2.17
03/31/20xx	0.05	0.03	0.14	0.26	0.56	0.89	1.37	1.71	1.94
06/30/20xx	0.02	0.01	0.11	0.28	0.64	1.01	1.63	2.07	2.35
09/30/20xx	-	-	0.08	0.31	0.64	0.92	1.37	1.75	2.06
12/31/20xx	0.14	0.16	0.49	0.65	1.06	1.31	1.76	2.09	2.27
03/31/20xx	0.05	0.03	0.14	0.16	0.26	0.56	0.89	1.37	1.71
06/30/20xx	0.20	0.26	0.36	0.45	0.58	0.71	1.01	1.29	1.49
09/30/20xx	0.20	0.29	0.45	0.59	0.77	0.88	1.14	1.42	1.60
12/31/20xx	0.44	0.51	0.62	0.85	1.20	1.47	1.93	2.25	2.45
03/31/20xx	0.74	0.76	0.91	1.03	1.27	1.50	1.93	2.22	2.40
06/30/20xx	0.84	1.03	1.14	1.24	1.38	1.55	1.89	2.14	2.31
09/29/20xx	0.96	1.06	1.20	1.31	1.47	1.62	1.92	2.16	2.33
12/31/20xx	1.28	1.39	1.53	1.76	1.89	1.98	2.20	2.33	2.40
03/31/20xx	1.63	1.73	1.93	2.09	2.27	2.39	2.56	2.68	2.74
06/29/20xx	1.77	1.93	2.11	2.33	2.52	2.63	2.73	2.81	2.85
09/28/20xx	2.12	2.19	2.36	2.59	2.81	2.88	2.94	3.01	3.05
12/31/20xx	2.44	2.45	2.56	2.63	2.48	2.46	2.51	2.59	2.69

Budget Summary

A more detailed analysis of funds is included as Attachment A.

Cash Balance Summary

A detailed view of department totals compared with budget is included as Attachment B.

Investment Summary

A detailed summary of current investments is included as Attachment C.

Enterprise Fund Summary

A detailed summary of enterprise fund financial results is included as Attachment D.

Revenue and Expenditures

A detail of revenues and expenditures is included.

* * * * *

This information is unaudited and is intended solely for the information and use of management and City Council and is not intended and should not be used by anyone other than these specified parties.

If you have any questions or wish to discuss any of the items contained in this letter or the attachments, please feel free to contact us at your convenience. We wish to thank you for the continued opportunity to be of service and for the courtesy and cooperation extended to us by your staff.

Sincerely,

AEM FINANCIAL SOLUTIONS, LLC



City of Sample, Minnesota
Statement of Revenues and Expenditures -
Budget and Actual -
General Fund (Unaudited)
For the Three Months Ended March 31, 20xx

ATTACHMENT A

	Annual Budget	Budget thru 3/31/20xx	Actual Thru 3/31/20xx	Variance - Favorable (Unfavorable)	Percent Received or Expended Based on Budget thru 3/31/20xx
Revenues					
Taxes	\$ 283,775	\$ 70,944	\$ -	\$ (70,944) *	-
Local government aid	232,149	58,037	-	(58,037) *	-
Tax abatements	14,224	3,556	-	(3,556)	-
Intergovernmental	27,847	6,962	-	(6,962)	-
Licenses and permits	950	238	150	(88)	63.2
Charges for services					
Fire	23,421	5,855	-	(5,855)	-
Police	2,700	675	287	(388)	42.5
Other	2,345	586	30	(556)	5.1
Special assessments	3,420	855	-	(855)	-
Interest earnings	2,000	500	3,064	2,564	612.7
Miscellaneous revenue	11,810	2,953	687	(2,266)	23.3
Contributions and donations	5,000	1,250	1,131	(119)	90.5
Total Revenues	609,641	152,410	5,348	(147,062)	3.5
Expenditures					
General government	22,650	5,663	5,333	329	94.2
City Council	7,450	1,863	152	1,710	8.2
Executive	3,905	976	-	976	-
City Clerk	39,435	9,859	11,668	(1,809)	118.4
Financial administration	87,395	21,849	20,986	863	96.1
Law/legal services	14,000	3,500	471	3,029	13.5
Community center	10,650	2,663	2,459	203	92.4
General government buildings	1,447	362	417	(55)	115.3
Police	222,030	55,508	42,082	13,426	75.8
Fire	66,599	16,650	6,399	10,251	38.4
Highways, streets and roads	73,859	18,465	28,037	(9,573)	151.8
Lions	2,065	516	945	(429)	183.1
Parks	17,652	4,413	293	4,120	6.6
Total Expenditures	569,141	142,284	119,243	23,041	83.8
Excess Revenues (Expenditures)	40,500	10,126	(113,895)	(124,021)	-
Other Financing Uses					
Transfers in	-	-	-	-	-
Operating transfers out	(40,500)	(10,126)	-	10,126	-
Total Other Financing Sources (Uses)	(40,500)	(10,126)	-	10,126	-
Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures and Other Uses	\$ -	\$ -	\$ (113,895)	\$ (113,895)	

Item Explanation of Items Percentage Received/Expended Less than 80% or Greater than 120% and \$ Variance Greater than \$15,000.

* Variance due to timing of when tax settlement and LGA is received.

City of Sample, Minnesota
 Unaudited Cash Balances by Fund
 For the Three Months Ended March 31, 201xx

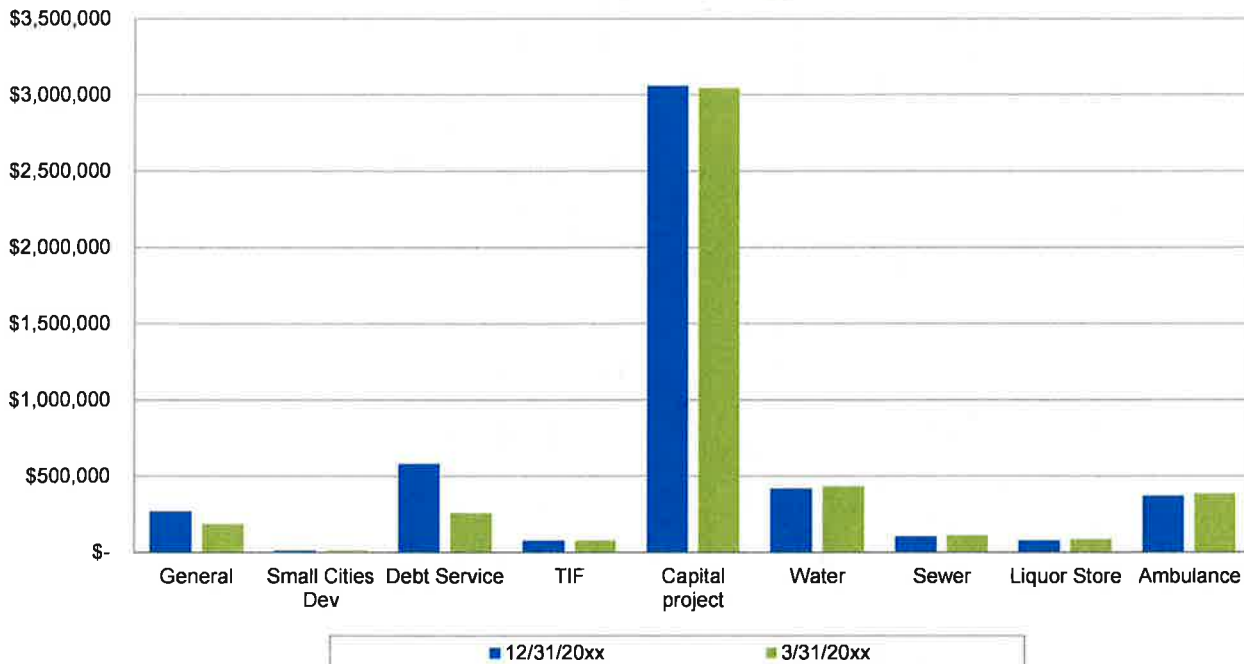
ATTACHMENT B

Fund	Balance 03/31/20xx	Balance 12/31/20xx	Balance 03/31/20xx	YTD Change From 12/31/20xx	YTD % Change From 12/31/20xx
101 General	\$ 181,002	\$ 270,872	\$ 186,661	\$ (84,211) (1)	(31.1) %
201 Small Cities Development	1,073	13,795	14,050	255	1.8
301 G.O. Improvement Bonds 2003	-	-	1,129	1,129	100.0
302 G.O. Improvement Bonds 2006	103,006	140,414	97,990	(42,424)	(30.2)
303 G.O. Improvement Bonds 2014	228,084	375,975	200,123	(175,852) (2)	(46.8)
304 G.O. Improvement Bonds 2018A	-	64,955	(475)	(65,430) (3)	(100.7)
305 G.O. Improvement Bonds 2018B	0	-	(40,591)	(40,591)	100.0
376 TIF MN Energy	124,424	124,424	124,424	(0)	(0.0)
377 TIF MN Beef Industries, Inc.	(46,124)	(46,124)	(46,124)	0	(0.0)
401 Fire Equipment Donations	65,948	73,751	75,569	1,818	2.5
402 Public Works Reserve	153,514	169,157	170,305	1,148	0.7
403 Police Reserve	41,305	49,493	49,829	336	0.7
404 Fire Reserve	37,588	33,990	34,315	325	1.0
405 Ambulance Reserve	-	-	-	-	100.0
406 General Government Reserve	90,417	95,789	96,439	650	0.7
407 Infrastructure Reserve	425,918	457,007	460,675	3,668	0.8
408 Culture and Recreation Reserve	52,608	25,133	25,419	286	1.1
409 Street Improvements	0	-	-	-	100.0
410 Street Project 601 Water	(1,525)	2,154,547	2,131,540	(23,007)	(1.1)
602 Sewer	197,909	420,414	432,719	12,305	2.9
609 Liquor Store	143,553	105,938	112,902	6,964	6.6
615 Ambulance	83,371	77,431	86,163	8,732	11.3
	<u>541,571</u>	<u>370,474</u>	<u>386,314</u>	<u>15,840</u>	<u>4.3</u>
Total	<u>\$ 2,423,641</u>	<u>\$ 4,977,435</u>	<u>\$ 4,599,375</u>	<u>\$ (378,060)</u>	<u>(7.6) %</u>

Item Explanation of Changes Greater than \$50,000 and 20%.

- (1) Unfavorable variance YTD due to excess expenditures over revenue as further explained in Attachment A.
- (2) Variance due to payment of 2012 G.O. Improvement Bond. Taxes and special assessments will be received in July and December.
- (3) Variance due to payment of 2018A G.O. Improvement Bond. Taxes and special assessments will be received in July and December.

Cash Balance by Fund Compared to Prior Year End

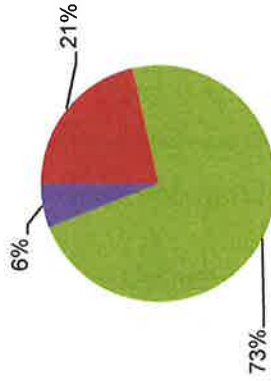
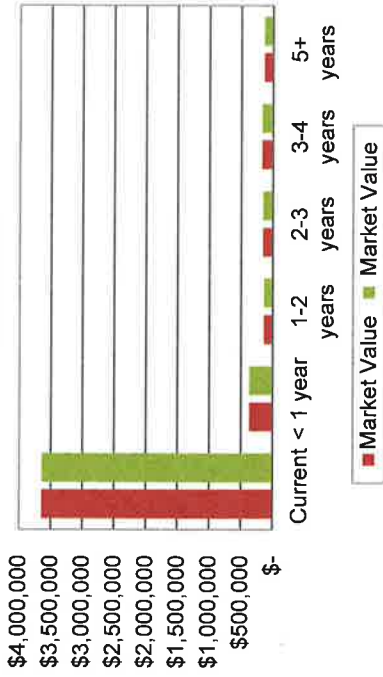


City of Sample, Minnesota
 Schedule of Investments
 For the Month Ending March 31, 20xx

Institution	Description	Type	Market Value			Deposits -			Expenditures -			Unadjusted			Unrealized
			1/1/2019	Purchases	Sales	Transfers	Interest	Market Value	3/31/20xx	Market Value	3/31/20xx	gain / loss			
CenBank	General Fund	Checking	\$ 463,290.96	\$ 322,927.76	\$ (625,518.75)	\$ -	\$ 36.34	\$ 160,736.31	\$ 160,736.31	\$ -	\$ -	\$ -	\$ -		
CenBank	Ambulance Donations	Checking	55,312.65	500.00	-	-	9.58	55,822.23	55,822.23	-	-	-	-		
CenBank	Ambulance Debit Card Acct	Checking	1,145.30	17.04	(135.89)	-	0.19	1,026.64	1,026.64	-	-	-	-		
CenBank	General Fund (Svgs)	Savings	3,465,194.32	-	(100,000.00)	-	2,089.93	3,367,284.25	3,367,284.25	-	-	-	-		
CenBank	Fire Dept Debit Card Acct	Checking	779.94	-	(10.71)	-	0.14	769.37	769.37	-	-	-	-		
CenBank	Twp/Donations Acct	Checking	12,842.11	-	-	-	2.21	12,844.32	12,844.32	-	-	-	-		
CenBank	Fire Truck Utility Acct	Checking	44,846.12	-	-	-	7.74	44,853.86	44,853.86	-	-	-	-		
CenBank	Police Dept	Checking	4,722.54	5.00	-	-	0.82	4,728.36	4,728.36	-	-	-	-		
CenBank	Liquor store Petty Cash	Checking	12.96	-	-	-	-	12.96	12.96	-	-	-	-		
CenBank	Ambulance CD	Brokered CD	25,086.89	-	-	-	-	25,086.89	25,086.89	-	-	-	-		
CenBank	Ambulance CD	Brokered CD	137,733.05	-	-	-	-	137,733.05	137,733.05	-	-	-	-		
CenBank	Ambulance CD	Brokered CD	-	-	-	-	-	-	-	-	-	-	-		
CenBank	Liquor Store Cash on Hand	Checking	1,250.00	-	-	-	-	1,250.00	1,250.00	-	-	-	-		
			4,212,216.84	323,449.80	(725,665.35)	-	2,146.95	3,812,148.24	3,812,148.24	-	-	-	-		
RBC	Money Market	Money market	7,592.63	79,000.00	(87,000.00)	2,847.76	5.68	2,446.07	2,446.07	-	-	-	-		
RBC	Cash	Money market	-	-	-	-	-	-	-	-	-	-	-		
RBC	Sallie Mae SLC Bank	Brokered CD	81,107.88	-	-	-	-	81,107.88	82,992.00	1,884.12	-	-	-		
RBC	Goldman Sachs	Brokered CD	78,992.89	-	-	-	-	(7.11)	-	7.11	-	-	-		
RBC	American Express Centrm	Brokered CD	132,566.42	-	(79,000.00)	(700.72)	700.72	132,566.42	132,856.36	289.94	-	-	-		
RBC	Third Fed Svgs & Ln Assn	Brokered CD	74,332.50	-	-	-	-	74,332.50	74,648.25	315.75	-	-	-		
RBC	Capital One BK USA Natl	Brokered CD	78,730.38	-	(562.34)	-	562.34	78,730.38	79,597.89	867.51	-	-	-		
RBC	Discover BK CD	Brokered CD	62,556.80	-	-	-	-	62,556.80	63,348.48	791.68	-	-	-		
RBC	Wells Fargo BK N A Sloux Falls	Brokered CD	79,285.23	-	(409.44)	-	409.44	79,285.23	80,398.98	1,113.75	-	-	-		
RBC	Capital One BK USA Natl	Brokered CD	89,286.92	-	-	-	-	89,286.92	90,950.28	1,663.36	-	-	-		
RBC	Sallie Mae BK Murray Utah	Brokered CD	53,339.04	-	-	-	-	53,339.04	54,648.00	1,308.96	-	-	-		
RBC	Third Fed Svgs & Ln Assn	Brokered CD	78,646.08	-	(1,175.26)	-	1,175.26	78,646.08	79,762.35	1,116.27	-	-	-		
RBC	Goldman Sachs	Brokered CD	-	87,000.00	-	-	-	87,000.00	88,405.92	1,405.92	-	-	-		
			816,436.77	166,000.00	(166,000.00)	(0.00)	2,853.44	819,290.21	830,054.58	10,764.37	-	-	-		
	Total Cash and Investments		\$ 5,028,653.61	\$ 489,449.80	\$ (891,665.35)	\$ (0.00)	\$ 5,000.39	\$ 4,631,438.45	\$ 4,642,202.82	\$ 10,764.37	-	-	-		

City of Sample, Minnesota
Investments
For the Month Ending March 31, 20xx

Maturities



Maturity	Unadjusted Market Value 3/31/20xx	Market Value 3/31/20xx	Variance 3/31/20xx
Current	\$ 3,651,767.26	\$ 3,651,774.37	\$ 7.11
< 1 year	369,718.86	370,324.55	605.69
1-2 years	141,287.18	142,946.37	1,659.19
2-3 years	157,931.31	160,161.33	2,230.02
3-4 years	170,394.80	173,942.28	3,547.48
5+ years	140,339.04	143,053.92	2,714.88
	<u>\$ 4,631,438.45</u>	<u>\$ 4,642,202.82</u>	<u>\$ 10,764.37</u>

Weighted Average Rate of Return 0.24% 3/31/2019
Average Maturity (years) 0.22 3/31/2019

Investment Type	Market Value 3/31/20xx
Money Market	\$ 2,446.07
Brokerged CD	990,428.45
Savings	3,367,284.25
Checking	282,044.05
	<u>\$ 4,642,202.82</u>

Operating Account	
O/S Deposits	\$ 4,357.01
O/S Checks	(47,185.80)
Reconciled Balance	<u>\$ 4,599,374.03</u>

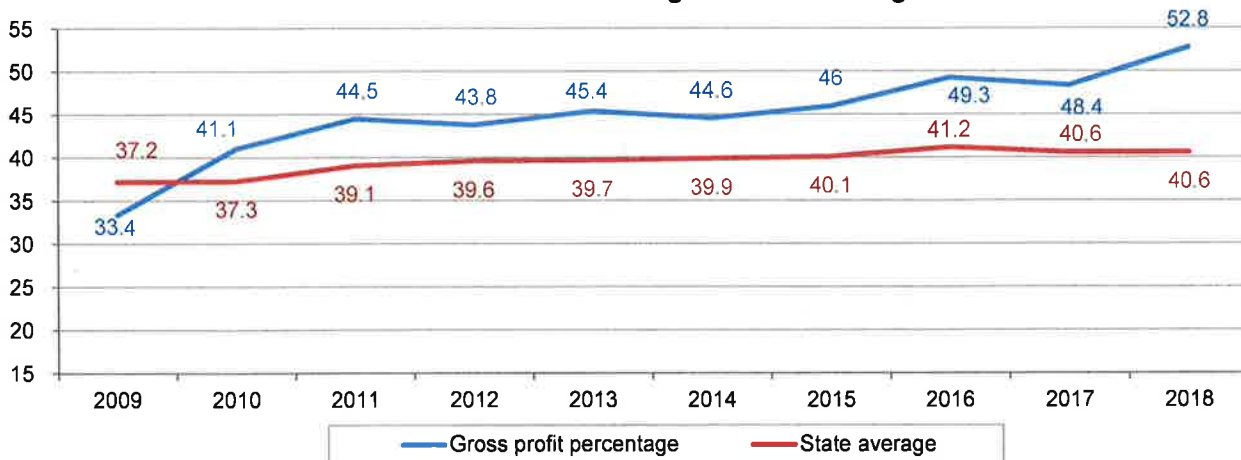
City of Sample, Minnesota
Statement of Revenues and Expenses -
Budget and Actual -
Liquor Store Fund (Unaudited)
For the Three Months Ended March 31, 20xx

ATTACHMENT D

LIQUOR FUND

	Actual Thru 3/31/20xx	Actual Thru 3/31/20xx	Variance - Favorable (Unfavorable)	Percent Change from 3/31/20xx
Revenues				
On sale	\$ 41,072	\$ 45,170	\$ 4,098	10.0 %
Off sale	34,442	35,393	950	2.8
Other merchandise	21,563	20,880	(682)	(3.2)
Cigarettes, other	-	-	-	N/A
Pulltab	1,033	1,161	128	12.4
Miscellaneous	868	1,494	626	72.1
Total Revenues	98,978	104,099	5,120	5.2
Expenses				
Salaries and benefits	38,984	35,792	3,192	8.2
Supplies	3,029	2,327	702	23.2
Cost of goods sold	56,917	44,309	12,609 (1)	22.2
Other	9,534	9,310	224	2.3
Depreciation	2,500	2,500	-	-
Total Expenses	110,964	94,238	16,727	15.1
Excess Revenues Over Expenses	\$ (11,986)	\$ 9,861	\$ 21,847	(182.3) %
Sales		\$ 101,444		
Cost of Sales		44,309		
Gross Profit		\$ 57,135		
Gross Profit Percentage			56%	

Gross Profit Percentage vs. State Average



* 20xx municipal liquor state report is not available at this time. An estimated average has been used for comparison

Item Explanation of Items Percentage Received/Expended Greater than 20% and \$ Variance Greater than \$10,000.

(1) Variance due to decrease in liquor store goods for resale expense.

City of Sample, Minnesota
Statement of Revenues and Expenses -
Budget and Actual -
Water Fund (Unaudited)
For the Three Months Ended March 31, 20xx

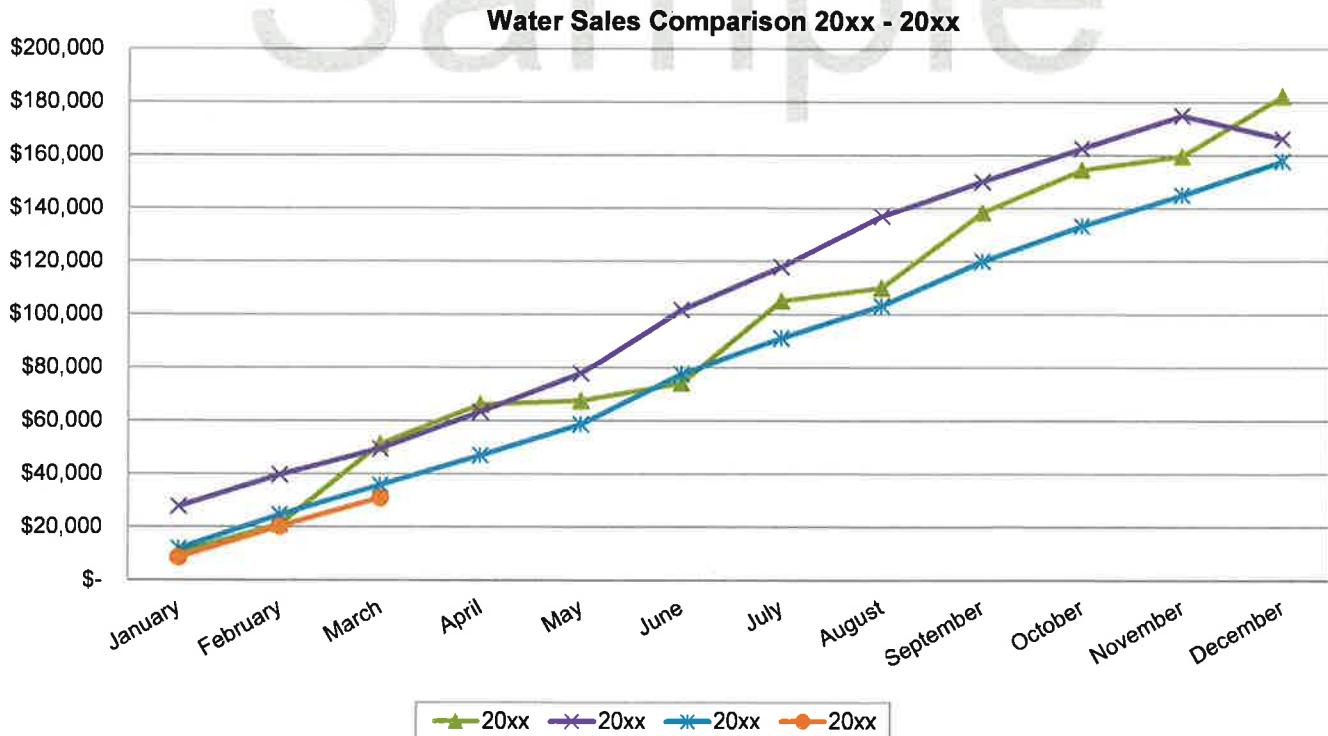
ATTACHMENT D

WATER FUND

	Actual Thru 3/31/20xx	Actual Thru 3/31/20xx	Variance - Favorable (Unfavorable)	Percent Change from 3/31/20xx
Revenues				
Charges for services	\$ 35,814	\$ 31,031	\$ (4,783)	(13.4) %
Miscellaneous	(248)	1,636	1,884	(759.1)
Total Revenues	<u>35,566</u>	<u>32,667</u>	<u>(2,898)</u>	<u>(8.1)</u>
Expenses				
Salaries and benefits	11,868	11,603	265	2.2
Supplies	1,930	2,767	(836)	(43.3)
Other services and charges	1,574	3,197	(1,622)	(103.1)
Repair and maintenance	1,950	2,009	(59)	(3.0)
Utilities	3,523	3,011	511	14.5
Depreciation	25,000	25,000	-	-
Total Expenses	<u>45,845</u>	<u>47,586</u>	<u>(1,741)</u>	<u>(3.8)</u>
Excess Revenues Over Expenses	<u>\$ (10,279)</u>	<u>\$ (14,919)</u>	<u>\$ (4,639)</u>	<u>45.1 %</u>

Item Explanation of Items Percentage Received/Expended Greater than 20% and \$ Variance Greater than \$10,000.

None.



City of Sample, Minnesota
 Statement of Revenues and Expenses -
 Budget and Actual -
 Sewer Fund (Unaudited)
 For the Three Months Ended March 31, 20xx

ATTACHMENT D

SEWER FUND

	Actual Thru 3/31/20xx	Actual Thru 3/31/20xx	Variance - Favorable (Unfavorable)	Percent Change from 03/31/20xx
Revenues				
Charges for services	\$ 17,650	\$ 18,128	\$ 478	2.7 %
Miscellaneous	(223)	909	1,132	(508.3)
Total Revenues	17,427	19,037	1,610	9.2
Expenses				
Salaries and benefits	7,883	8,950	(1,067)	(13.5)
Supplies	169	112	57	33.9
Other services and charges	1,771	772	999	56.4
Repair and maintenance	9,729	2,009	7,720	79.4
Utilities	769	619	151	19.6
Depreciation	17,500	17,500	-	-
Total Expenses	37,822	29,962	7,860	20.8
Excess Revenues Over Expenses	\$ (20,395)	\$ (10,925)	\$ 9,470	(46.4) %

Item Explanation of Items Percentage Received/Expended Greater than 20% and \$ Variance Greater than \$10,000.

None.

