Agenda
Murray County Board of Commissioners
December 17, 2024
THE MURRAY COUNTY GOVERNMENT CENTER IS OPEN TO THE PUBLIC
You may listen to the meeting by calling 312-626-6799 (Passcode: 991003) Meeting ID: 876 4834 8177 or view the meeting live via zoom. The zoom link can be found on the Murray County home page https://murraycountymn.com/

8:30 AM **1. Opening**
Pledge of Allegiance

2. Approve Agenda
Agenda Additions
Identify any Conflict of Interest

3. Consent Agenda
3.1 - Approve Consent Agenda
3.2 - Approve Minutes from November 26, 2024 TNT Meeting
3.3 - Approve Minutes from December 3, 2024
3.4 - Commissioner Warrants

4. Regular Agenda
4.1 - Carolyn McDonald & Travis Smith
4.1.1 - Wonderworld Loan

8:45 AM **4.2 - Public Hearing**
4.2.1 - Public Hearing 2025 Fee Schedule

9:00 AM **4.3 - Bid Opening**
4.3.1 - Bid Opening for Currie Highway Department Shop

4.4 - Randy Groves
4.4.1 - Approve Construction Contract with Towne & Country Excavating LLC
4.4.2 - Approve final pay request with Midwest Contracting LLC
4.4.3 - Purchase request for hydraulic hose making equipment

4.5 - Carolyn McDonald
4.5.1 - Murray County Policy Manual
4.5.2 - Intermittent Dispatcher/Jailer
4.5.3 - 2025 Staffing Levels

4.6 - Heidi Winter
4.6.1 - Ditch Bills
4.6.2 - Delegate Authority – Year End Warrant Batch Approval
4.6.3 - 2025 Beaver Control Fee
4.6.4 - Set 2025 Ditch Levies and Approve Ditch Fund Budget

4.7 - Justin Hoffmann
4.7.1 - Bobcat Skid Loader Purchase Request

4.8 - Jean Christoffels
4.8.1 - 2025 Retainer Agreement for Legal Services
4.8.2 - Lake Sarah Dam - Pay Request #1
4.8.3 - Article 27 Cannabis Regulations

4.9 - Carolyn McDonald/Heidi Winter
4.9.1 - Set Final 2025 Levy
4.9.2 - Set 2025 Final Budget

4.10 - Consideration of the Elected Officials 2025 Salaries:
4.10.1 - County Auditor/Treasurer Heidi Winter
4.10.1.1 - Setting the 2025 County Auditor/Treasurer Salary
4.10.2 - County Sheriff Heath Landsman
4.10.2.2 - Setting the 2025 County Sheriff Salary
4.10.3 - County Recorder Karen Brown
4.10.3.3 - Setting the 2025 County Recorder Salary
4.10.4 - County Attorney Travis Smith
4.10.4.4 - Setting the 2025 County Attorney Salary
4.10.5 - County Commissioners
4.10.5.5 - Setting the 2025 County Commissioner Salary

5. Committee Reports for the Period of November 24 - December 7, 2024

6. Adjournment

7. Reception to Recognize Out Going Commissioners and Years of Service for Staff

NEXT MEETINGS:
January 7, 2025 Regular Board Meeting 8:30 a.m.
January 21, 2025 Regular Board Meeting 8:30 a.m.
January 28, 2025 Regular Board Meeting 8:30 a.m.
February 4, 2025 Regular Board Meeting 8:30 a.m.
February 18, 2025 Regular Board Meeting 8:30 a.m.

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PROCEEDINGS OF THE MURRAY COUNTY BOARD OF COMMISSIONERS
MURRAY COUNTY GOVERNMENT CENTER – SLAYTON, MINNESOTA
November 26, 2024 – 6:00 p.m.

Pursuant to notice, the Murray County Board of Commissioners convened with the following members present: Commissioners Lori Gunnink, Dennis Welgraven, Jackie Meier and Dave Thiner. Excused Absence: Molly Malone Also present Heidi E. Winter, Auditor-Treasurer; Travis Smith, County Attorney and Carolyn McDonald, County Administrator.

The meeting was called to order at 6:00 p.m.

This special meeting was convened pursuant to M.S. §275.065 to provide information to taxpayers on the 2025 budget and levy.

Five (5) residents were present with concerns or questions about their estimated market values, property classification or homestead status. Their contact information was taken down for the Assessor's Office to reach out to them individually.

Heidi Winter presented information on the 2025 proposed budget, 2025 proposed levy and the results from the 2024 Performance Measures Program. No board action was taken.

There being no further business, the meeting adjourned at 7:07 p.m.

ATTEST: _____ _____
Murray County Auditor-Treasurer Chairman of the Board

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PROCEEDINGS OF THE MURRAY COUNTY BOARD OF COMMISSIONERS MURRAY COUNTY GOVERNMENT CENTER – SLAYTON, MINNESOTA
December 3, 2024, 8:30 a.m.

Pursuant to notice, the Murray County Board of Commissioners Convened with the following members present: Molly Malone, Lori Gunnink, Jackie Meier, Dennis Welgraven, and David Thiner. Also present: County Administrator Carolyn McDonald and General Assistant Emily Ackerman and County Attorney Travis Smith Via Zoom.

The Board Chair asked if there were any additions to the agenda, none were added.

The Board Chair asked if there were any conflicts of interest, none were identified.

It was moved by Gunnink, seconded by Meier, to approve the agenda. Motion passed.

3 - CONSENT AGENDA:
3.1 - Approve the November 19, 2024, Meeting Minutes.
3.2 - Approve the Commissioner Warrants dated 12/03/2024 for the amount of $142,849.90 numbered 175923 through 175967.

It was moved by Welgraven, seconded by Gunnink, to approve the consent agenda. Motion passed.

4.1.1 - DITCH BILLS
It was moved by Gunnink, seconded by Welgraven, to approve the report of bills for payment of the Murray County Drainage Authority as follows:

Ankrum Excavating				
21-847-6290	JD 20A	2,866.74	#2024-067	ok'd T. Radke on 11/25/2024
	Subtotal	**2,866.74**		
Johnson Ditching, Inc				
21-843-6290	JD 19	701.00	#2024-061	ok'd T. Radke on 11/20/2024
	Subtotal	**701.00**		
Opdahl Farm Drainage, LLC				
21-681-6290	CD 27	2,500.00	#2024-054	ok'd T. Radke on 11/20/2024
21-735-6290	CD 54	785.20	#2024-058	ok'd T. Radke on 11/20/2024
21-823-6290	JD 12	1,635.00	#2024-048	ok'd T. Radke on 11/20/2024
21-845-6290	JD 20	1,282.50	#2024-053	ok'd T. Radke on 11/20/2024
	Subtotal	**6,202.70**		
Rinke Noonan				
21-706-6260	CD 41	268.00	CD 41 Improvement - Legal	
21-868-6260	Admin	200.00	11-2024 Monthly Retainer	
	Subtotal	**468.00**		
	Total Ditch Bills	**6,903.70**		

4.1.2 – 2025 SNOWMOBILE TRAIL ASSISTANCE PROGRAM SPONSOR
Resolution 2009-06-02-02 resolved that Murray County would act as legal sponsor for the Slayton Driftbreaker's DNR Snowmobile Trails Assistance Program. The county acts as a pass through where the grant funds are deposited with the county and turned around and mailed directly to the club. The resolution included language that it remains in effect until revoked or superseded by future board action. This was at the suggestion of the DNR at that time. In 2022 the DNR suggested the county pass this resolution annually going forward.

Commissioner Malone offered the following resolution for Board adoption:

RESOLUTION NO. 2024-12-03-01
A Resolution to Act as Legal Sponsor for the
Snowmobile Trails Assistance Program FY 2025

BE IT RESOLVED, That Murray County will act as legal sponsor for the fiscal year 2025 application for the Department of Natural Resources Snowmobile Trails Assistance Program.

BE IT FURTHER RESOLVED, That Murray County will enter into agreement with the State of Minnesota for the Snowmobile Trails Assistance Program.

BE IT FURTHER RESOLVED, That Murray County will comply with all applicable laws and regulations as stated in the agreement with the State of Minnesota.

BE IT FURTHER RESOLVED, That the Murray County Auditor/Treasurer will act as fiscal agent on behalf of Murray County.

The forgoing resolution was duly seconded by Gunnink Thereupon being put to a vote all members of the Board voted for its adoption.

4.1.3 – DEPOSITORIES AND INVESTMENT DELEGATION AUTHORITY
M.S.§118A.02 requires designation or delegation of authority to designate depositories of funds and make investment on behalf of the governing body.

Commissioner Malone presented the following resolution and moved for its adoption.

RESOLUTION NO. 2024-12-03-02
A Resolution Delegating Authority to
Designate Depositories and Make Investments in 2025

NOW THEREFORE BE IT RESOLVED, that the Murray County Board of Commissioners delegates authority pursuant to M.S.§118A.02 to Heidi E. Winter, or successors, to designate depositories and make investments of funds under M.S. §118A01 to 118A.06 or other applicable law during 2025.

The forgoing resolution was duly seconded by Welgraven Thereupon being put to a vote all members of the Board voted for its adoption.

4.1.4 – EFT DELEGATION
M.S.§ 471.38, subd. 3a requires a governing body to annually delegate authority for electronic fund transfers.

Commissioner Malone presented the following resolution and moved for its adoption.

RESOLUTION NO. 2024-12-03-03
A Resolution to Delegate Authority
for Electronic Fund Transfers in 2025

WHEREAS, Minnesota Statue §471.38 allows for the use of electronic fund transfer as means of making various payments; and

WHEREAS, Electronic funds transfer is the process of value exchange via mechanical means without the use of checks, drafts, or similar negotiable instruments; and

WHEREAS, a local government may make an electronic funds transfer for the following:

- For a claim for a payment from an imprest payroll bank account or investment of excess money;
- For a payment of tax or aid anticipation certificates;
- For a payment of contributions to pension or retirement fund;
- For vendor payments; and
- For payment of bond principal, bond interest and a fiscal agent service charge from the debt redemption fund.

WHEREAS, the County Board shall annually delegate the authority to make electronic funds transfers to the County's chief financial officer and their designee.

NOW THEREFORE, BE IT RESOLVED, that the Murray County Board delegates the authority to make electronic funds transfers in 2024 to Heidi E. Winter, Murray County Auditor-Treasurer and her designees.

NOW THEREFORE, BE IT FURTHER RESOLVED, that the Auditor-Treasurer will:
- Provide a copy of this resolution to the disbursing bank;
- Provide a list of all transactions made by electronic fund transfer to the county board at its next regularly scheduled meeting.

The forgoing resolution was duly seconded by Gunnink Thereupon being put to a vote all members of the Board voted for its adoption.

4.1.5 – 2025 POCKET GOPHER FEE
This is an annual resolution passed by the Board for county reimbursement to townships for pocket gopher bounty.

6-Year Payouts for Pocket Gopher Bounty

2019	$118	
2020	$236	
2021	$222	
2022	$28	
2023	$174	
2024	$72	(YTD 11/2024)

Commissioner Malone presented the following resolution and moved for its adoption.

RESOLUTION NO. 2024-12-03-04
A Resolution Setting the 2025 Pocket Gopher Bounty

WHEREAS, that the Murray County Board of Commissioners set the 2025 Pocket Gopher Bounty at $2.00. **(2024 Amount $2.00).**

The forgoing resolution was duly seconded by Gunnink Thereupon being put to a vote all members of the Board voted for its adoption.

4.1.6 – 2025 SOLID WASTE ASSESSMENT
This is an annual resolution passed by the Board to set a solid waste special assessment to collect the next year. Solid Waste Assessment Summary

1/1/2024 Balance	$390,510.74	
2024 Special Assessments Received	$123,953.43	as of 11/26/2024
2024 Expenses Paid	$(22,814.22)	as of 11/26/2024
Est 2024 Journal Entry to SCORE	$(125,000.00)	
Est 2024 Journal Entry to landfill	$(25,000.00)	
2024 Ending Balance (est)	$341,649.95	
2025 Special Assessments (estimated)	$125,000.00	
2025 Budgeted Expenses	$(135,000.00)	(Includes journal entries to SCORE & Landfill
2025 Ending Balance (est)	**$331,649.95**	

Commissioner Malone presented the following resolution and moved for its adoption.

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RESOLUTION NO. 2024-12-03-05
A Resolution Setting the Solid Waste Assessment for 2025

WHEREAS, Resolution No. 2019-12-17-07 reestablished the Solid Waste Assessment for a maximum of $50 per improved parcel (parcel with a structure), and

WHEREAS, said Resolution states that the assessment amount may be adjusted to collect a percentage of the maximum amount based on circumstances existing in the levy year.

NOW THEREFORE BE IT RESOLVED, That the Solid Waste Assessment for **2025 be set at $24** for all improved parcels (parcels with a structure), 48% of the $50 maximum established in Resolution No. 2019-12-17.

The forgoing resolution was duly seconded by Meier Thereupon being put to a vote all members of the Board voted for its adoption.

4.1.7 – 2025 911 SIGN ASSESSMENT
This is an annual resolution passed by the Board to set the E911 sign assessment for the subsequent year. This special assessment goes on all non-exempt rural parcels and funds the E911 sign program, including the replacement of intersection signs. Recommendation to leave assessment at 2025 amount of $3.00 per parcel. See below for estimated balance with this recommendation:

1/1/2024 Balance	$162,181.82	
2024 Special Assessments Received	$18,803.62	as of 11/26/2024
2024 Expenses Paid	$(12,242.01)	as of 11/26/2024
2024 Ending Balance (est)	$168,743.43	
2025 Projected Special Assessments (est)	$18,500.00	
2025 Budgeted Expenses	$(22,000.00)	
2025 Ending Balance (est)	**$165,243.43**	

Commissioner Malone presented the following resolution and moved for its adoption.

RESOLUTION NO. 2024-12-03-06
A Resolution Setting the E911 Assessment for 2025

WHEREAS, M.S. §429.021, subd. 1(18) authorizes counties to levy special assessments to purchase, install and maintain signs, posts and other markers for addressing related to the operation of enhanced 911 telephone service.

NOW THEREFORE BE IT RESOLVED, that the E911 Rural Sign Assessment be set at $3.00 and extended for assessments payable in 2025 for all non-exempt parcels in Murray County. **($3.00 in 2024)**

BE IT FURTHER RESOLVED, That unspent funds from these assessments be committed as fund balance.

The forgoing resolution was duly seconded by Meier Thereupon being put to a vote all members of the Board voted for its adoption.

4.2.1 – DITCH INSPECTION REPORT
It was moved by Gunnink, seconded by Welgraven, and carried that the Commissioners in conjunction with the appointed ditch inspector in and for the County of Murray, have examined and inspected that portion of the foregoing described County and Judicial Ditches, lying within the County of Murray, for the purpose of determining what repairs are necessary and ordered said repairs to be made, by this report given thereon at a Murray County Board of Commissioner's meeting, held in the Commissioners Room of the Murray County Government Center, Slayton, Minnesota

- Petition 2024-071 (CD34, Ellsborough Twp. Sec. 25, District 2 - Gunnink)
- Petition 2024-072 (CD65, Dovray Twp. Sec. 4, District 1 - Malone)
- Petition 2024-073 (CD65, Holly Twp. Sec 29, District 1 – Malone)

4.3.1 – HOSPITAL UPDATE
People

- Compliance Specialist position open and posted. We are planning to transition away from our current vendor contract with Strategic Management Services as of Jan 1st. They will remain on in a contractor role as needed and provide support for the person in the compliance position.
- Providers will hold their Annual Medical Staff position elections at the December meeting. This year we will be able to fill both the Chief of Staff and Vice Chief of Staff positions.

Quality

- Chartis Award – We were notified that we received the 2024 Performance Leadership Award in the categories of Quality and also Patient Perspective. The awards are based on the results of the Chartis Rural Hospital Performance INDEX and show the facilities commitment to patient care and satisfaction here at MCMC.
- CLIA Survey – The survey review was completed on November 6th and 7th. Heather and her team in the laboratory department received outstanding results and very positive comments from the survey team.
- Mammogram Recertification – The radiology department completed the testing in October for our recertification that needs to be completed every 3 years. We received the final

results, and the program has been recertified. Great job to Nicole and her radiology team!

Growth

- Chart Span partnership for Chronic Care Management starting January 1st. This will be an additional service available through the clinic for patients that qualify for the program. The goal is to stay better connected to the patients, reduce avoidable hospitalizations, and ensure completion of preventative screens and routine visits.
- Facility Master Plan – We have contracted with Kraus Anderson to complete the plan. We will be holding a kickoff off meeting on December 11th with the department leaders and executive team to establish the priority needs and vision for MCMC. There will be 4 to 5 additional planning sessions over the next 4 months with a completed plan expected by the middle of 2025.

Financials

- New Laws Starting Jan 1, 2025 affecting healthcare:
  - Changes to the Earned Sick and Safe Time Law
  - Salary Ranges Required on Job Postings
  - Violence Preparedness and Incident Response Action Plans
  - Surgical Smoke Evacuation Systems Required,
  - New Office of Emergency Medical Services,
  - Nursing assistant competency evaluation
  - Health Insurance new laws

Statistics

October was a great revenue growth month. It was a nice recovery from the prior month and mirrored revenue trends from October 2023. MTD numbers helped improve the YTD positive numbers across the board and put us in a great position to finish 2024 strong!

- Acute - 18 admissions for 59 total patient days. YTD that is 29 more admissions and 90 more patient days than 2023 or a 22% increase.
- Swing had 4 admits for 35 total patient days. 7 less admissions but 72 more patient days compared to 2023 or a 26% increase.
- Observation stays were at 15 patients compared to 14 last year. YTD we are down 19 total. Most of the decrease is related to the increase in acute admissions above.
- Surgery procedures were at 41 for the month compared to 38 the previous year. YTD we are +76.
- ER visits were 153. YTD, we have seen 34 more patients in the ER compared to 2023.
- Clinic visits were at 796! YTD we are 940 ahead of 2023.

Balance Sheet

- Our overall cash position increased by $50,686. We currently have total cash available of **$9,988,537**
- We saw an increase in patient receivables of $593,791 and total receivables is at **$6,526,554**
  - Net Patient Receivables (Amount we expect to collect) = **$3,341,486**
  - AR Days increased 5 days and currently sits at 69.9 days. Goal is to be under 50 days

Income Statement

- Gross revenue was $2,956,569 & above budget by $361,933.
  - Hospital IP revenue above budget by $4,374.
  - Hospital OP revenue is above budget by $256,434.
  - Clinic revenue is above budget by $101,125.
- Contractual adjustments higher than budget by $195,216.
- Expenses higher than budget by $127,563.
- EBIDA (Earnings before interest, depreciation, and amortization) = $117,046.
- For the month we had a positive net income equal to **$42,920** and YTD are a positive **$310,134.**

4.4.1 – FIDLAR CONTRACT

It was moved by Gunnink, seconded by Malone, to accept the 5 Year Land Records Life Cycle Extension Agreement with Fidlar Technologies. Motion Passed.

4.5.1 – FULDA CONTRACT

Due to expected staffing shortages beginning at the end of December. Heath would like to send a letter to the City of Fulda canceling our contracted services per the agreement. In the event we are able to onboard new staff, we will re-visit the contract at that time.

It was moved by Thiner, seconded by Welgraven, to give the City of Fulda 90 days notice of intent to cancel contracted services due to staffing shortages. If Murray County is able to hire new staff, the contract will be re-visited. Motion Passed.

4.6.1 - DOUG RUPP – PELICAN BAY 2ND ADDITION REZONING

On November 5, 2024, the Murray County Board of Commissioners (Board) remanded this rezoning request to the Planning Commission (Commission) to conduct further research and reconsider the facts and findings to reach a conclusion on the request. Additionally, the Board extended the 60-day decision period as allowed by Minnesota Statutes 15.99 3(f).

The Commission conducted a second public hearing on November 21, 2024, where they developed Findings of Fact relating to this rezoning request. At the conclusion of the public hearing, the Commission passed a motion to recommend a denial of the following Rezoning Request:

Doug Rupp - Pelican Bay 2nd Addition
Part of NE1/4, Section 24, Lake Sarah Township, Murray County
Application #380
To rezone part of a parcel from Residential to Commercial, within the Shoreland Overlay, and Floodplain Overlay Districts on a General Development Lake.

It was moved by Gunnink, seconded by Meier, to deny Doug Rupp - Pelican Bay 2nd Addition's Rezoning Request #380 to rezone part of a parcel from Residential to Commercial, within the Shoreland Overlay, and Floodplain Overlay Districts on a General Development Lake in Part of

the NE1/4, Section 24, Lake Sarah Township, Murray County, Minnesota, including the Findings of Fact, as recommended by the Planning Commission. Motion Passed.

4.6.2 - 2025 AQUATIC INVASIVE SPECIES (AIS) PLAN UPDATE
The AIS Committee, consisting of Commissioners Thiner and Malone, were presented with the revised AIS Plan, which included suggested changes from the Environmental Services Office.

The proposed changes include:

1. Repairing and updating the kiosks at landings/County Parks to include new AIS Information;
2. Consider hosting presentations, demonstrations, or luncheons at the Murray County Fair to engage and inform a larger audience on AIS issues;
3. Hire 2 interns to conduct boat inspections at landings within the County to provide AIS information to boaters over the summer months;
4. Train License Center staff on AIS to engage and discuss AIS with applicants during the sale of fishing licenses and watercraft tab renewals;
5. Deployment of settlement samplers on uninfected lakes and lakes connected to infested lakes;
6. Determine population size of AIS on newly infested lakes;
7. Remove completed action item for mechanical fish barrier at Fulda Outlet Dam;
8. Investigate and consider installations of tool stations for public use at public boat landings; and
9. Other minor corrections.

The AIS Plan includes the 2025 AIS Budget

It was moved by Thiner, seconded by Gunnink, to approve the proposed amendments to the Murray County Aquatic Invasive Species (AIS) Plan, including the 2025 AIS Budget. Motion Passed.

4.7.1 - 2025 MEAL REIMBURSEMENT
Commissioner Gunnink offered the following resolution for Board adoption:

Resolution 2024-12-03-07
A Resolution Stating the 2025 Meal Reimbursement Policy

NOW THEREFORE BE IT RESOLVED, that the Murray County Board of Commissioners set the 2025 meal reimbursement amount at $50.00. (2024 rate is $50.00)

BE IT FURTHER RESOLVED, that all claims for meal reimbursement be accompanied by a valid and original receipt that list the name of the establishment, the total amount of the meal and "tip" and at least the initials of an employee or the owner of the establishment.

The forgoing resolution was duly seconded by Welgraven Thereupon being put to a vote all members of the Board voted for its adoption.

4.7.2 - 2025 MEETING DATES
Commissioner Thiner presented the following resolution and moved for its adoption:

Resolution 2024-12-03-08
2025 Meeting Dates

WHEREAS, the Murray County Board of Commissioners hold regular meetings;

NOW THEREFORE BE IT RESOLVED, that the following Tuesdays in 2025 are set for regular Board meetings and Work Session meetings of the Murray County Board of Commissioners beginning at 8:30 a.m.

January	7th	21st	28th
February	4th	18th	25th
March	4th	18th	25th
April	1st	15th	22nd
May	6th	20th	27th
June	3rd	17th	24th
July	1st	15th	22nd
August	5th	19th	26th
September	2nd	16th	23rd
October	7th	21st	28th
November	4th	18th	25th
December	2nd	16th	23rd

The forgoing resolution was duly seconded by Welgraven Thereupon being put to a vote all members of the Board voted for its adoption.

4.7.3 - 2025 SWHHS LEASE
It was moved by Malone, and seconded by Gunnink, to approve the 2025 lease agreement between SWHHS and Murray County. Motion Passed.

4.7.4 - 2025 LEVY DISCUSSION WITH HEIDI WINTER
It was discussed that there were some changes made in the last few weeks since discussing the 6.7% Levy increase with potential budgetary changes.

2025 Budgeted Governmental Funds

	Revenue	R&Br	Human Services	Economic Development	Debt Service	Totals
Revenues						

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Taxes	6,774,267	2,062,689	1,528,319			10,365,275
Special Assessments	322,500					322,500
License and Permits	47,888	5,000				52,888
Intergovernmental	2,194,503	11,177,556	115,743			13,487,802
Charges for Services	459,600	15,000				474,600
Investment Earnings	1,002,000			16,214		1,018,214
Gifts and Contributions	2,000					2,000
Miscellaneous	241,370	69,600		122,644		433,614
Other Sources						0
Total Revenues	**11,044,128**	**13,329,845**	**1,644,062**	**138,858**	**0**	**26,156,893**
Expenditures						
General Government	4,449,870					4,449,870
Public Safety	3,216,436					3,216,436
Highways and Streets		13,329,945				13,329,945
Human Services	20,000		1,644,062			1,664,062
Sanitation	314,667					314,667
Health						0
Culture and Recreation	795,480					795,480
Conservation of Natural Resources	1,199,597					1,199,597
Economic Development	2,445			279,340		281,785
General Obligation Debt Services						0
Intergovernmental (Public Health & Library)	195,280					195,280
Capital Outlay	13,500					13,500
General Debt Service Charges					2,500	2,500
Total Expenditures	**10,207,285**	**13,329,945**	**1,644,062**	**279,340**	**2,500**	**25,463,132**
Excess of Revenues Over (Under) Expenditures	**836,843**	**(100.00)**	**0**	**(140,482.00)**	**(2,500.00)**	**693,761**
Other Sources (Uses)						
Transfers In	55,000				79,343	**134,343**
Transfers Out	(891,843)					**(891,843)**
Loans Issued						**0**
Decrease Reserve for Inventories						**0**
Sale of Capital Asset		100				**100**
Total Other Sources (Uses)	(836,843)	100	0	79,343	0	**(757,400)**
Planned Changes to Fund Balance	**0**	**0**	**0**	**(61,139)**	**(2,500)**	**(63,639)**

	2024 A			2025 B			C
	Gross Levy from 2024	County Program Aid for 2024	Net Levy from 2024	Gross Levy for 2025	County Program Aid for 2025	Net Levy for 2025	Net Increase (Decrease) for 2025
County Revenue	6,380,910	(474,656)	5,906,254	6,508,221	(459,354)	6,048,867	142,613
Road & Bridge	1,768,678	(131,566)	1,637,112	2,098,185	(148,296)	1,949,889	312,777
Human Services	1,575,216	(117,175)	1,458,041	1,644,062	(115,743)	1,528,319	70,278
TOTAL LEVY	**9,724,804**	**(723,397)**	**9,001,407**	**10,250,468**	**(723,393)**	**9,527,075**	**525,668**

				Column Above
	2025 Proposed Levy	$	9,527,075	B
-	2024 Final NTC Levy	$	9,001,407	A
=	Increase from prior year	$	525,668	C
÷	2024 Final NTC Levy	$	9,001,407	A
=	Increase of		5.84%	

It was moved by Gunnink, seconded by Malone, to reduce the levy amount by $250,000 accounting for the racetrack lighting, and to then use that $250,000 that's being reduced and pull that out of the Future Capital Projects fund. Motion Passed with a roll call vote as follows:
Thiner: Nay
Welgraven: Yea
Meier: Nay
Gunnink: Yea
Malone: Yea

COMMITTEE REPORTS FOR THE PERIOD OF NOVEMBER 10 – 23, 2024.

Malone

11/12/24 SAWS

11/19/24 Investment Committee, Board Meeting

Gunnink

11/12/24 SAWS

11/19/24 Board Meeting

11/20/24 Extension Committee, Plum Creek Library
Personnel

Meier

11/13/24 Buffalo Ridge Task Force

11/18/24 Redwood 1W1P
11/19/24 Investment Committee, Board Meeting
11/20/24 SWHHS, ACE
11/21/24 EDA

Welgraven
11/14/24 SRDC
11/15/24 Collaboration

11/18/24 SWHHS Opioid
11/19/24 Board Meeting
11/20/24 SWHHS, Extension Committee

Thiner
11/18/24 SMOC
11/19/24 Board Meeting
11/20/24 SMOC
11/21/24 Planning & Zoning

The meeting was adjourned at 9:53 a.m.

ATTEST:

_____ _____
Carolyn McDonald, County Administrator Jackie Meier, Board Chair

MURRAY COUNTY

REQUEST TO BE ON THE BOARD AGENDA (RBA)

Requested Board Date: 12/17/2024	**Item:** Commissioner Warrants
Originating Department: Auditor/Treasurer	**Presenter:** Heidi Winter
Requested Agenda Placement: Consent Agenda	**Amount of Time Needed:** 5 minutes
If requesting to expend funds, is the expenditure budgeted?	**Attending Meeting:** In Person

Board Action Requested

It was moved by ___, seconded by ____ and passed that all claims as presented were approved for payment. The Chairman was authorized to sign the Audit List dated December 17, 2024 with fund totals as follows and warrants numbered through :

General Fund	42,840.53
Road & Bridge	47,583.59
EDA	1,128.25
DITCH	156.99
Sunrise Terrace	1,683.10
SAWS	164.00
Total	93,556.46

Supporting Documents

1. 12-17-2024 - Commissioner Warrants

Print List in Order By: 2
1 - Fund (Page Break by Fund)
2 - Department (Totals by Dept)
3 - Vendor Number
4 - Vendor Name

Page Break By: 1
1 - Page Break by Fund
2 - Page Break by Dept

Explode Dist. Formulas?: N

Paid on Behalf Of Name on Audit List?: Y

Type of Audit List: D
D - Detailed Audit List
S - Condensed Audit List

Save Report Options?: N

Vendor No.	Name / Account/Formula	Accr	Rpt	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
2	DEPT				COMMISSIONERS			
13092	**AMAZON CAPITAL SERVICES INC**							
	01-002-000-0000-6480			68.81	12/9 SURFACE PRO CASE	1CYM-WWV1-FY7W	SMALL EQUIPMENT PURCHASES	N
13092	**AMAZON CAPITAL SERVICES INC**			**68.81**	**1** Transactions			
7189	**MURRAY COUNTY EDITORIAL GROUP**							
	01-002-000-0000-6232			140.00	11/11 PROCEEDINGS 10/22	WHEEL/FFP/MCN	PUBLICATION (MINUTES) & BROCHUF	N
	01-002-000-0000-6232			196.00	11/25 PROCEEDINGS 11/5	WHEEL/FFP/MCN	PUBLICATION (MINUTES) & BROCHUF	N
	01-002-000-0000-6241			77.00	11/25 CITIZEN BOARD NOTICE	WHEEL/FFP/MCN	ADVERTISING & LEGAL NOTICES	N
7189	**MURRAY COUNTY EDITORIAL GROUP**			**413.00**	**3** Transactions			
2	**DEPT Total:**			**481.81**	**COMMISSIONERS**	**2 Vendors**	**4 Transactions**	
12	DEPT				COURTS			
12825	**DIEBOLD LAW FIRM LLC**							
	01-012-012-0000-6263			369.22	11/13-11/22 51-JV-23-21	113024KC	LAWYERS	Y
	01-012-012-0000-6263			200.00	10/17-11/22 51-JV-24-18	113024TGDS	LAWYERS	Y
12825	**DIEBOLD LAW FIRM LLC**			**569.22**	**2** Transactions			
10983	**RUNCHEY LOUWAGIE AND WELLMAN**							
	01-012-012-0000-6263			320.00	11/4-11/22 51-JV-23-21	22800	LAWYERS	Y
10983	**RUNCHEY LOUWAGIE AND WELLMAN**			**320.00**	**1** Transactions			
12	**DEPT Total:**			**889.22**	**COURTS**	**2 Vendors**	**3 Transactions**	
41	DEPT				AUDITOR/TREASURER			
9791	**AMERICAN SOLUTIONS FOR BUSINESS**							
	01-041-000-0000-6401			2,161.29	12/6 TNT PROCESSING	ASB000000081114	OFFICE SUPPLIES	N
9791	**AMERICAN SOLUTIONS FOR BUSINESS**			**2,161.29**	**1** Transactions			
280	**MOLINE/MARY ELLEN**							
	01-041-000-0000-6331			151.42	12/5 YR END IFS/PYRL MTG-MORRI	226 MI/.67	TRAVEL EXPENSES	N
280	**MOLINE/MARY ELLEN**			**151.42**	**1** Transactions			
12619	**NORTHSTAR COMPUTER FORMS INC**							
	01-041-000-0000-6401			192.82	12/2 (1000) VITAL RCRDS PAPER	51664553	OFFICE SUPPLIES	N
12619	**NORTHSTAR COMPUTER FORMS INC**			**192.82**	**1** Transactions			

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Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
11469	**STAPLES CONTRACT AND COMMERCIAL I**						
	01-041-000-0000-6401		32.76	11/30 BANKERS BOXES	6018234069	OFFICE SUPPLIES	N
11469	**STAPLES CONTRACT AND COMMERCIAL I**		**32.76**	**1** Transactions			
1065	**WHEEL HERALD**						
	01-041-000-0000-6241		63.20	11/4 AG/FARMLAND TAX NOTICE	24301	ADVERTISING & LEGAL NOTICES	N
1065	**WHEEL HERALD**		**63.20**	**1** Transactions			
41	**DEPT Total:**		**2,601.49**	**AUDITOR/TREASURER**	**5 Vendors**	**5 Transactions**	
61	DEPT			DATA PROCESSING & COMPUTER NETW			
13092	**AMAZON CAPITAL SERVICES INC**						
	01-061-061-0000-6480		16.79	11/19 WIRELESS DOORBELL-RCRDR	111X-GJRM-7J1Y	SMALL EQUIPMENT PURCHASES	N
	01-061-061-0000-6480		48.95	11/30 TWINAX CBL/IPHN USB CHGR	1Y69-Y9GP-VD4V	SMALL EQUIPMENT PURCHASES	N
13092	**AMAZON CAPITAL SERVICES INC**		**65.74**	**2** Transactions			
13060	**COUNTIES PROVIDING TECHNOLOGY**						
	01-061-061-0000-6264		3,774.00	12/24 TAX BILLING SYSTEM		DATA PROCESSING SERVICES	N
	01-061-061-0000-6264		312.00	12/24 CAMA MONTHLY		DATA PROCESSING SERVICES	N
	01-061-061-0000-6264		282.00	12/24 PAYROLL		DATA PROCESSING SERVICES	N
	01-061-061-0000-6264		121.00	12/24 CASH REGISTER		DATA PROCESSING SERVICES	N
	01-061-061-0000-6264		121.00	12/24 CAPITAL ASSETS		DATA PROCESSING SERVICES	N
	01-061-061-0000-6264		168.00	12/24 PAYROLL WEB ACCESS		DATA PROCESSING SERVICES	N
	01-061-061-0000-6264		363.00	12/24 HUMAN RESOURCE		DATA PROCESSING SERVICES	N
	01-061-061-0000-6264		239.00	12/24 FINANCIAL SUPPORT		DATA PROCESSING SERVICES	N
	01-061-061-0000-6264		220.00	12/24 TAX WEB INQUIRY-MONTHLY		DATA PROCESSING SERVICES	N
	01-061-061-0000-6264		515.34	12/24 PRO-RATE SH ISERIES USAG		DATA PROCESSING SERVICES	N
13060	**COUNTIES PROVIDING TECHNOLOGY**		**6,115.34**	**10** Transactions			
1471	**M C C C**						
	01-061-061-0000-6369		232.80	11/10/24-11/9/25 ADOBE - SWCD	2411041	OTHER MISCELLANEOUS CHARGES	N
	01-061-061-0000-6452		1,086.40	11/10/24-11/9/25 ADOBE ACROBAT	2411041	REFERENCE BOOKS, MATERIALS & S	N
1471	**M C C C**		**1,319.20**	**2** Transactions			
11057	**MORRIS ELECTRONICS INC**						
	01-061-061-0000-6260		156.25	11/7 VPN RVW/CHNGS AT CPT	10815	PROFESSIONAL & TECHNICAL FEES I	N
11057	**MORRIS ELECTRONICS INC**		**156.25**	**1** Transactions			
2261	**STATE OF MN-MNIT**						

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Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
	01-061-061-0000-6369		18.00	1ST QTR 2024 ANTIVIRUS-SWCD	24030551	OTHER MISCELLANEOUS CHARGES	N
	01-061-061-0000-6369		45.00	1ST QTR 2024 ANTIVRS-SLYTN PD	24030551	OTHER MISCELLANEOUS CHARGES	N
	01-061-061-0000-6369		9.00	1ST QTR 2024 ANTIVRS-FULDA PD	24030551	OTHER MISCELLANEOUS CHARGES	N
	01-061-061-0000-6452		454.50	1ST QTR 2024 CRWD STRK ANTIVIR	24030551	REFERENCE BOOKS, MATERIALS & S	N
	01-061-061-0000-6369		18.00	2ND QTR 2024 ANTIVIRUS-SWCD	24060556	OTHER MISCELLANEOUS CHARGES	N
	01-061-061-0000-6369		45.00	2ND QTR 2024 ANTIVRS-SLYTN PD	24060556	OTHER MISCELLANEOUS CHARGES	N
	01-061-061-0000-6369		9.00	2ND QTR 2024 ANTIVRS-FULDA PD	24060556	OTHER MISCELLANEOUS CHARGES	N
	01-061-061-0000-6452		462.00	2ND QTR 2024 CRWD STRK ANTIVIR	24060556	REFERENCE BOOKS, MATERIALS & S	N
	01-061-061-0000-6369		18.00	3RD QTR ANTIVIRUS-SWCD	24090565	OTHER MISCELLANEOUS CHARGES	N
	01-061-061-0000-6369		45.00	3RD QTR 2024 ANTVRS-SLYTN PD	24090565	OTHER MISCELLANEOUS CHARGES	N
	01-061-061-0000-6369		9.00	3RD QTR 2024 ANTVRS-FULDA PD	24090565	OTHER MISCELLANEOUS CHARGES	N
	01-061-061-0000-6452		504.00	3RD QTR 2024 CRWD STRK ANTIVIR	24090565	REFERENCE BOOKS, MATERIALS & S	N
2261	**STATE OF MN-MNIT**		**1,636.50**	**12** Transactions			
5025	**THE COMPUTER MAN INC**						
	01-061-061-0000-6452		1,408.95	11/2023-11/2025 KNOWBE4 AWAREN	297840	REFERENCE BOOKS, MATERIALS & S	N
5025	**THE COMPUTER MAN INC**		**1,408.95**	**1** Transactions			
61	**DEPT Total:**		**10,701.98**	**DATA PROCESSING & COMPUTER NETV**	**6 Vendors**	**28 Transactions**	
62	DEPT			MACHINES ROOM			
11431	**INNOVATIVE OFFICE SOLUTIONS LLC**						
	01-062-000-0000-6401		65.61	11/21 LBLS/DRYLINE/ENVELOPES	4700399	OFFICE SUPPLIES	3
11431	**INNOVATIVE OFFICE SOLUTIONS LLC**		**65.61**	**1** Transactions			
13705	**LOFFLER COMPANIES INC**						
	01-062-000-0000-6342		4.17	11/1-11/30 CNTRCT OVRG-VET OFC	4876009	SERVICE AGREEMENTS	N
	01-062-000-0000-6342		31.98	11/1-11/30 CNTRCT OVRG-ASRS OF	4879221	SERVICE AGREEMENTS	N
	01-062-000-0000-6342		70.71	11/1-11/30 CNTRCT OVRG-ZONING	4879221	SERVICE AGREEMENTS	N
13705	**LOFFLER COMPANIES INC**		**106.86**	**3** Transactions			
11469	**STAPLES CONTRACT AND COMMERCIAL I**						
	01-062-000-0000-6401		50.02	11/30 PENS/POST IT NOTES	6018234065	OFFICE SUPPLIES	N
	01-062-000-0000-6401		19.03	11/30 9.5X12.5 BRWN ENVELOPES	6018234069	OFFICE SUPPLIES	N
11469	**STAPLES CONTRACT AND COMMERCIAL I**		**69.05**	**2** Transactions			
62	**DEPT Total:**		**241.52**	**MACHINES ROOM**	**3 Vendors**	**6 Transactions**	

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Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
65	DEPT			MOTOR POOL			
13652	**AUTO VALUE**						
	01-065-000-0000-6562		103.02	11/20 WIRING HRNS-UNIT 173	802052560	AUTO & EQUIPMENT REPAIRS & SUPI	N
13652	**AUTO VALUE**		**103.02**	**1** Transactions			
1269	**MURRAY COUNTY HIGHWAY DEPT**						
	01-065-000-0000-6391		226.08	11/30 87.97 GALS GAS		INTERDEPARTMENTAL - HWY CHARG	N
1269	**MURRAY COUNTY HIGHWAY DEPT**		**226.08**	**1** Transactions			
65	**DEPT Total:**		**329.10**	**MOTOR POOL**	**2 Vendors**	**2 Transactions**	
80	DEPT			COUNTY ADMINISTRATOR			
11017	**MURRAY COUNTY MEDICAL CENTER**						
	01-080-000-0000-6186		200.00	11/30 WELLNESS INITIATIVE	738-0118	WELLNESS INITIATIVE	N
11017	**MURRAY COUNTY MEDICAL CENTER**		**200.00**	**1** Transactions			
80	**DEPT Total:**		**200.00**	**COUNTY ADMINISTRATOR**	**1 Vendors**	**1 Transactions**	
91	DEPT			ATTORNEY			
1088	**WEST PUBLISHING CORPORATION**						
	01-091-000-0000-6452		1,239.68	11/24 WESTLAW PROFLEX	851146774	REFERENCE BOOKS, MATERIALS & S	N
	01-091-000-0000-6452		52.97	12/24 WEST COMPLETE LIB SUBS	851214395	REFERENCE BOOKS, MATERIALS & S	N
1088	**WEST PUBLISHING CORPORATION**		**1,292.65**	**2** Transactions			
91	**DEPT Total:**		**1,292.65**	**ATTORNEY**	**1 Vendors**	**2 Transactions**	
103	DEPT			ASSESSOR			
1065	**WHEEL HERALD**						
	01-103-000-0000-6241		237.00	11/25 ASSESSORS PRPTY TAX NTC	24301	ADVERTISING & LEGAL NOTICES	N
1065	**WHEEL HERALD**		**237.00**	**1** Transactions			
103	**DEPT Total:**		**237.00**	**ASSESSOR**	**1 Vendors**	**1 Transactions**	
105	DEPT			PLANNING AND ZONING			
11431	**INNOVATIVE OFFICE SOLUTIONS LLC**						
	01-105-000-0000-6401		36.34	11/21 #10 ENVELOPES	4700399	OFFICE SUPPLIES	3
11431	**INNOVATIVE OFFICE SOLUTIONS LLC**		**36.34**	**1** Transactions			

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Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
7189	**MURRAY COUNTY EDITORIAL GROUP**						
	01-105-000-0000-6241		70.00	11/11 PBLC HRG-RUPP	WHEEL/FFP/MCN	ADVERTISING & LEGAL NOTICES	N
	01-105-000-0000-6241		112.00	11/18 PBLC HRG-CANNABIS/HEMP	WHEEL/FFP/MCN	ADVERTISING & LEGAL NOTICES	N
	01-105-000-0000-6241		98.00	11/25 PBLC HRG-SHTK HDWTRS/EDG	WHEEL/FFP/MCN	ADVERTISING & LEGAL NOTICES	N
7189	**MURRAY COUNTY EDITORIAL GROUP**		**280.00**	**3** Transactions			
105	**DEPT Total:**		**316.34**	**PLANNING AND ZONING**	**2 Vendors**	**4 Transactions**	
110	DEPT			BUILDINGS AND PLANT			
13216	**ALMICH'S MARKET**						
	01-110-114-0000-6411		32.97	11/5 POP-MACHINE		FOOD & BEVERAGES	N
13216	**ALMICH'S MARKET**		**32.97**	**1** Transactions			
13092	**AMAZON CAPITAL SERVICES INC**						
	01-110-114-0000-6480		1,367.96	11/25 NTWRK CAMERAS-GOVT CTR	1GR9-CDYJ-6FGF	SMALL EQUIPMENT PURCHASES	N
	01-110-119-0000-6302		351.65	12/7 MTRLS FOR LIGHTS-IMPND LO	1TXH-T3T9-NMNC	GROUNDS & GROUNDS IMPROVEMEI	N
	01-110-111-0000-6561		13.95	12/10 FILTER-EM GENERATOR	1WC7-9MLF-143V	OIL-GREASE-ANTIFREEZE-WINDSHIE	N
13092	**AMAZON CAPITAL SERVICES INC**		**1,733.56**	**3** Transactions			
10448	**ENGELKES ELECTRIC LLC**						
	01-110-113-0000-6304		163.70	12/5 RPR OUTSIDE SOFFIT LIGHT		BUILDING REPAIRS	Y
10448	**ENGELKES ELECTRIC LLC**		**163.70**	**1** Transactions			
11693	**LAKES GAS CO**						
	01-110-506-0000-6416		74.66	11/26 45.0 GALS PROPANE-GARAGE	3541996	NATURAL GAS/PROPANE	N
11693	**LAKES GAS CO**		**74.66**	**1** Transactions			
3352	**LINDBERG CONSTRUCTION LLC**						
	01-110-114-0000-6831		580.00	12/2 RMV CNCRT FLGPLE BASE/NEW		DISASTER/FLOOD DAMAGE	Y
3352	**LINDBERG CONSTRUCTION LLC**		**580.00**	**1** Transactions			
110	**DEPT Total:**		**2,584.89**	**BUILDINGS AND PLANT**	**5 Vendors**	**7 Transactions**	
121	DEPT			VETERANS SERVICE OFFICER			
1065	**WHEEL HERALD**						
	01-121-134-0000-6241		600.00	11/4 VETERAN'S DAY AD	24301	ADVERTISING & LEGAL NOTICES	N
1065	**WHEEL HERALD**		**600.00**	**1** Transactions			

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Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
121	**DEPT Total:**		**600.00**	**VETERANS SERVICE OFFICER**	**1 Vendors**	**1 Transactions**	
201	DEPT			SHERIFF			
13092	**AMAZON CAPITAL SERVICES INC**						
	01-201-000-0000-6401		69.95	11/26 THERMAL PAPER-SQD PRNTRS	16PL-KL17-D1MH	OFFICE SUPPLIES	N
13092	**AMAZON CAPITAL SERVICES INC**		**69.95**	**1** Transactions			
13235	**AXON ENTERPRISE INC**						
	01-201-000-0000-6451		1,487.20	11/23 9340 TASER CRTDGS-TRNG	INUS5300509	LAW ENFORCEMENT SUPPLIES	N
13235	**AXON ENTERPRISE INC**		**1,487.20**	**1** Transactions			
12260	**GARY'S SERVICE LLC**						
	01-201-000-0000-6561		76.66	11/25 OIL/FILTER CHG-UNIT 159	1550	OIL-GREASE-ANTIFREEZE-WINDSHIE	N
	01-201-000-0000-6563		20.00	11/25 ROTATE TIRES-UNIT 159	1550	TIRES & TUBES	N
	01-201-000-0000-6301		84.85	11/26 RPLC HEADLAMP-UNIT 159	1556	LICENSED VEHICLE REPAIRS & PART	N
12260	**GARY'S SERVICE LLC**		**181.51**	**3** Transactions			
12792	**MPH INDUSTRIES INC**						
	01-201-000-0000-6562		277.45	11/8 WIRELESS RADAR REMOTE	6024665	AUTO & EQUIPMENT REPAIRS & SUPI	N
12792	**MPH INDUSTRIES INC**		**277.45**	**1** Transactions			
1269	**MURRAY COUNTY HIGHWAY DEPT**						
	01-201-000-0000-6391		3,183.76	11/30 1238.82 GALS GAS		INTERDEPARTMENTAL - HWY CHARG	N
1269	**MURRAY COUNTY HIGHWAY DEPT**		**3,183.76**	**1** Transactions			
9758	**SAFE-N-SECURE SECURITY EQIUPMENT**						
	01-201-000-0000-6452		361.00	10/9 UPGRD & MOVE DSX ACCESS	099848	REFERENCE BOOKS, MATERIALS & S	N
9758	**SAFE-N-SECURE SECURITY EQIUPMENT**		**361.00**	**1** Transactions			
14387	**WEST CENTRAL COMMUNICATIONS**						
	01-201-000-0000-6308		70.00	11/29 RPR RADIO ENCRYPTN ISSUE	2250202	RADIO REPAIRS	N
14387	**WEST CENTRAL COMMUNICATIONS**		**70.00**	**1** Transactions			
201	**DEPT Total:**		**5,630.87**	**SHERIFF**	**7 Vendors**	**9 Transactions**	
204	DEPT			JAIL SERVICES			
12034	**AVERA MARSHALL REGIONAL MEDICAL C**						
	01-204-000-0000-6274		2,814.75	7/11 ER/X-RAYS - ICR 24-000091	MRA00357172700	HOSPITAL SERVICES	6

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Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
12034	**AVERA MARSHALL REGIONAL MEDICAL C**		**2,814.75**	**1** Transactions			
11534	**LYON COUNTY JAIL**						
	01-204-000-0000-6356		1,950.00	11/1-11/30 W WINFIELD	NOVEMBER	BOARDING OF PRISONERS	N
	01-204-000-0000-6356		1,950.00	11/1-11/30 K MONTGOMERY	NOVEMBER	BOARDING OF PRISONERS	N
	01-204-000-0000-6356		585.00	11/1-11/9 M HARP	NOVEMBER	BOARDING OF PRISONERS	N
	01-204-000-0000-6356		1,040.00	11/1-11/16 M KILL	NOVEMBER	BOARDING OF PRISONERS	N
	01-204-000-0000-6356		390.00	11/20-11/25 J FOHT	NOVEMBER	BOARDING OF PRISONERS	N
	01-204-000-0000-6356		130.00	11/25-11/26 L WOLFSWINKEL	NOVEMBER	BOARDING OF PRISONERS	N
	01-204-000-0000-6356		65.00	11/30 B SKILLINGS	NOVEMBER	BOARDING OF PRISONERS	N
11534	**LYON COUNTY JAIL**		**6,110.00**	**7** Transactions			
11017	**MURRAY COUNTY MEDICAL CENTER**						
	01-204-000-0000-6382		12.00	11/30 INMATE MEALS	738-0120	INTERDEPARTMENTAL - FOOD SERV	N
11017	**MURRAY COUNTY MEDICAL CENTER**		**12.00**	**1** Transactions			
204	**DEPT Total:**		**8,936.75**	**JAIL SERVICES**	**3 Vendors**	**9 Transactions**	
222	DEPT			CORONER			
13257	**RIVER VALLEY FORENSIC SERVICES P.A.**						
	01-222-000-0000-6260		250.00	10/24 MEDICAL EXAMINER SRVS	2632	PROFESSIONAL & TECHNICAL FEES I	6
13257	**RIVER VALLEY FORENSIC SERVICES P.A.**		**250.00**	**1** Transactions			
222	**DEPT Total:**		**250.00**	**CORONER**	**1 Vendors**	**1 Transactions**	
283	DEPT			E-911 SYSTEM			
14134	**MOTOROLA SOLUTIONS CONNECTIVITY IN**						
	01-283-283-0000-6342		1,320.00	12/24 VESTA 911 SOFTWARE	8230490946	SERVICE AGREEMENTS	N
14134	**MOTOROLA SOLUTIONS CONNECTIVITY IN**		**1,320.00**	**1** Transactions			
283	**DEPT Total:**		**1,320.00**	**E-911 SYSTEM**	**1 Vendors**	**1 Transactions**	
391	DEPT			SOLID WASTE			
13652	**AUTO VALUE**						
	01-391-391-0000-6562		92.37	11/14 OIL/FILTER/FUEL CNST-LDR	802052239	AUTO & EQUIPMENT REPAIRS & SUP	N
	01-391-391-0000-6562		5.49	11/18 FITTING-LOADER	802052387	AUTO & EQUIPMENT REPAIRS & SUP	N
13652	**AUTO VALUE**		**97.86**	**2** Transactions			

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Vendor No.	Name / Account/Formula	Accr	Rpt	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
1269	**MURRAY COUNTY HIGHWAY DEPT**							
	01-391-391-0000-6391			650.00	11/19-11/21 SERVICE LOADER		INTERDEPARTMENTAL - HWY CHARG	N
1269	**MURRAY COUNTY HIGHWAY DEPT**			**650.00**	**1** Transactions			
10661	**TITAN MACHINERY INC**							
	01-391-391-0000-6562			599.20	11/19 EDGE/BOLTS/NUTS-LOADER	PS0551126-1	AUTO & EQUIPMENT REPAIRS & SUPI	N
10661	**TITAN MACHINERY INC**			**599.20**	**1** Transactions			
5998	**TRI COUNTY RECYCLING CENTER**							
	01-391-398-0000-6366			2,012.60	11/24 RECYCL CTR SERVICES		RECYCLING FEES	N
5998	**TRI COUNTY RECYCLING CENTER**			**2,012.60**	**1** Transactions			
391	**DEPT Total:**			**3,359.66**	**SOLID WASTE**	**4 Vendors**	**5 Transactions**	
395	DEPT				RECYCLING			
13003	**CINTAS CORPORATION NO 2**							
	01-395-395-0000-6359			62.98	12/2 LAUNDRY SERVICE	4213203019	LAUNDRY SERVICE	N
	01-395-395-0000-6359			62.98	12/9 LAUNDRY SERVICE	4213930532	LAUNDRY SERVICE	N
13003	**CINTAS CORPORATION NO 2**			**125.96**	**2** Transactions			
11693	**LAKES GAS CO**							
	01-395-395-0000-6416			24.33	11/25 (1) PROPANE CYL	3538398	NATURAL GAS/PROPANE	N
	01-395-395-0000-6416			24.33	12/5 (1) PROPANE CYL	3578020	NATURAL GAS/PROPANE	N
11693	**LAKES GAS CO**			**48.66**	**2** Transactions			
1065	**WHEEL HERALD**							
	01-395-397-0000-6241			331.80	11/11 RECYCLING AD	24301	ADVERTISING & LEGAL NOTICES	N
1065	**WHEEL HERALD**			**331.80**	**1** Transactions			
395	**DEPT Total:**			**506.42**	**RECYCLING**	**3 Vendors**	**5 Transactions**	
503	DEPT				HISTORICAL SOCIETY			
523	**CURRIE CITY TREASURER**							
	01-503-560-0000-6253			101.31	11/24 WATER/SEWER-RESTROOMS	148	WATER & SEWER	N
	01-503-560-0000-6253			50.00	11/24 DISCONNECT FEE-RESTROOMS	148	WATER & SEWER	N
	01-503-560-0000-6253			101.31	11/24 WATER/SEWER-VISITOR CTR	151	WATER & SEWER	N
	01-503-560-0000-6253			50.00	11/24 DISCONNECT FEE-VISITOR C	151	WATER & SEWER	N

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523	**CURRIE CITY TREASURER**		**302.62**	**4** Transactions			
503	**DEPT Total:**		**302.62**	**HISTORICAL SOCIETY**	**1 Vendors**	**4 Transactions**	
521	DEPT			PARKS			
13652	**AUTO VALUE**						
	01-521-521-0000-6562		151.00	11/25 BATTERY-UNIT 143	802052787	AUTO & EQUIPMENT REPAIRS & SUPI	N
	01-521-521-0000-6562		18.33-	11/25 CORE RETURN-UNIT 143	802052835	AUTO & EQUIPMENT REPAIRS & SUPI	N
13652	**AUTO VALUE**		**132.67**	**2** Transactions			
521	**AVOCA CITY TREASURER**						
	01-521-526-0000-6253		30.00	12/24 WATER/SEWER	12735	WATER & SEWER	N
521	**AVOCA CITY TREASURER**		**30.00**	**1** Transactions			
1269	**MURRAY COUNTY HIGHWAY DEPT**						
	01-521-521-0000-6391		439.47	11/30 171.0 GALS GAS		INTERDEPARTMENTAL - HWY CHARG	N
	01-521-521-0000-6391		26.73	11/30 10.82 GALS DIESEL		INTERDEPARTMENTAL - HWY CHARG	N
	01-521-524-0000-6391		339.00	11/5 DLVR 2,000 GALS WTR-HLDG		INTERDEPARTMENTAL - HWY CHARG	N
1269	**MURRAY COUNTY HIGHWAY DEPT**		**805.20**	**3** Transactions			
13718	**ROWDY'S AUTO & TRUCK PARTS LLC**						
	01-521-521-0000-6562		12.99	11/20 OIL FILTER-UNIT 143	211515	AUTO & EQUIPMENT REPAIRS & SUPI	N
	01-521-521-0000-6562		34.99	11/26 LIT BAR-MWR TRLR	211636	AUTO & EQUIPMENT REPAIRS & SUPI	N
13718	**ROWDY'S AUTO & TRUCK PARTS LLC**		**47.98**	**2** Transactions			
9359	**SLAYTON BUILDING MATERIALS INC**						
	01-521-526-0000-6831		651.00	10/31 FLOOD-17.5 BRDS PICNIC T	2410-213991	DISASTER/FLOOD DAMAGE	N
9359	**SLAYTON BUILDING MATERIALS INC**		**651.00**	**1** Transactions			
1065	**WHEEL HERALD**						
	01-521-521-0000-6241		355.00	11/25 AERATORS PUBLIC NOTICE	24301	ADVERTISING & LEGAL NOTICES	N
1065	**WHEEL HERALD**		**355.00**	**1** Transactions			
521	**DEPT Total:**		**2,021.85**	**PARKS**	**6 Vendors**	**10 Transactions**	
601	DEPT			EXTENSION			
11469	**STAPLES CONTRACT AND COMMERCIAL I**						
	01-601-000-0000-6401		26.36	11/30 DUST OFF-JUMBO	6018234064	OFFICE SUPPLIES	N

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	01-601-000-0000-6401			10.00	11/30 TRNPRNT POST IT NOTES	6018234067	OFFICE SUPPLIES	N
11469	**STAPLES CONTRACT AND COMMERCIAL I**			**36.36**	**2** Transactions			
601	**DEPT Total:**			**36.36**	**EXTENSION**	**1 Vendors**	**2 Transactions**	
1	**Fund Total:**			**42,840.53**	**GENERAL**		**110 Transactions**	

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310	DEPT			HIGHWAY ADMINISTRATION			
13060	**COUNTIES PROVIDING TECHNOLOGY**						
	10-310-000-0000-6342		666.00	12/24 HIGHWAY COSTING		SERVICE AGREEMENTS	N
	10-310-000-0000-6342		257.66	12/24 PRO-RATE SH ISERIES USAG		SERVICE AGREEMENTS	N
13060	**COUNTIES PROVIDING TECHNOLOGY**		**923.66**	**2** Transactions			
13705	**LOFFLER COMPANIES INC**						
	10-310-000-0000-6342		22.84	11/1-11/30 CONTRACT OVERAGE	4876010	SERVICE AGREEMENTS	N
13705	**LOFFLER COMPANIES INC**		**22.84**	**1** Transactions			
1471	**M C C C**						
	10-310-000-0000-6452		310.40	11/10/24-11/9/25 ADOBE ACROBAT	2411041	REFERENCE BOOKS, MATERIALS & S	N
1471	**M C C C**		**310.40**	**1** Transactions			
2261	**STATE OF MN-MNIT**						
	10-310-000-0000-6452		90.00	1ST QTR 2024 CRWD STRK ANTIVIR	24030551	REFERENCE BOOKS, MATERIALS & S	N
	10-310-000-0000-6452		90.00	2ND QTR 2024 CRWD STRK ANTIVIR	24060556	REFERENCE BOOKS, MATERIALS & S	N
	10-310-000-0000-6452		90.00	3RD QTR 2024 CRWD STRK ANTIVIR	24090565	REFERENCE BOOKS, MATERIALS & S	N
2261	**STATE OF MN-MNIT**		**270.00**	**3** Transactions			
310	**DEPT Total:**		**1,526.90**	**HIGHWAY ADMINISTRATION**	**4 Vendors**	**7 Transactions**	
320	DEPT			HIGHWAY MAINTENANCE			
13652	**AUTO VALUE**						
	10-320-000-0000-6478		73.53	10/29 SNOW FENCE TIES-CR 4	802051293	OTHER OPERATING SUPPLIES	N
	10-320-000-0000-6478		73.53	10/29 SNOW FENCE TIES-CR 33	802051293	OTHER OPERATING SUPPLIES	N
	10-320-000-0000-6478		122.55	11/5 SNOW FENCE TIES-CR 8	802051645	OTHER OPERATING SUPPLIES	N
	10-320-000-0000-6478		122.55	11/5 SNOW FENCE TIES-CR 12	802051645	OTHER OPERATING SUPPLIES	N
	10-320-000-0000-6478		122.55	11/5 SNOW FENCE TIES-CR 77	802051645	OTHER OPERATING SUPPLIES	N
	10-320-000-0000-6478		122.55	11/5 SNOW FENCE TIES-CR 48	802051645	OTHER OPERATING SUPPLIES	N
13652	**AUTO VALUE**		**637.26**	**6** Transactions			
2039	**MUECKE SAND & GRAVEL INC/R A**						
	10-320-000-0000-6505		3,519.36	11/1 586.56 TON WINTER SAND	89289	ROAD SALT/SAND	N
	10-320-000-0000-6502		1,208.42	11/14 52.54 TON 1.5" ROCK	89422	AGGREGATES	N
2039	**MUECKE SAND & GRAVEL INC/R A**		**4,727.78**	**2** Transactions			

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320	**DEPT Total:**		**5,365.04**	**HIGHWAY MAINTENANCE**	**2 Vendors**	**8 Transactions**	
330	DEPT			HIGHWAY ENGINEERING			
12735	**HADLEY STEEL INC**						
	10-330-000-0000-6501		136.00	11/20 (20) STEEL SHEETS-LAB	99116 II	ENGINEERING & SURVEYING SUPPLI	N
12735	**HADLEY STEEL INC**		**136.00**	**1** Transactions			
12681	**HOUSTON ENGINEERING INC**						
	10-330-000-0000-6265		20,580.95	11/30 ENGINEERING 51-613-09	74078	CONSULTING ENGINEERS	N
12681	**HOUSTON ENGINEERING INC**		**20,580.95**	**1** Transactions			
5700	**MN DEPT OF TRANSPORTATION**						
	10-330-000-0000-6260		6,782.02	10/17 051-599-111 MATL TESTS	P00019310	PROFESSIONAL & TECHNICAL FEES I	N
5700	**MN DEPT OF TRANSPORTATION**		**6,782.02**	**1** Transactions			
7189	**MURRAY COUNTY EDITORIAL GROUP**						
	10-330-000-0000-6241		154.00	11/4 ADV FOR BIDS 051-642-019	WHEEL/FFP/MCN	ADVERTISING & LEGAL NOTICES	N
7189	**MURRAY COUNTY EDITORIAL GROUP**		**154.00**	**1** Transactions			
330	**DEPT Total:**		**27,652.97**	**HIGHWAY ENGINEERING**	**4 Vendors**	**4 Transactions**	
340	DEPT			HIGHWAY MAINTENANCE-SHOP & BLDG			
13092	**AMAZON CAPITAL SERVICES INC**						
	10-340-000-0000-6478		27.65	12/8 RPLCMT VACUUM BRKR ASMBLY	17DN-4KJ6-TWKG	OTHER OPERATING SUPPLIES	N
	10-340-000-0000-6557		43.95	12/4 WALL CLOCKS-SHOP	1DGN-CPGH-KN47	SHOP MATERIALS	N
13092	**AMAZON CAPITAL SERVICES INC**		**71.60**	**2** Transactions			
11736	**AMERICAN WELDING & GAS INC**						
	10-340-000-0000-6341		104.15	9/30 OXYGEN/ARGON CYL RENT	0010417094	MACHINERY & EQUIPMENT RENTALS	N
	10-340-000-0000-6341		107.01	10/31 OXYGEN/ACET CYL RENT	0010486080	MACHINERY & EQUIPMENT RENTALS	N
11736	**AMERICAN WELDING & GAS INC**		**211.16**	**2** Transactions			
13652	**AUTO VALUE**						
	10-340-000-0000-6562		13.98	10/29 MINIATURE LAMPS	802051293	AUTO & EQUIPMENT REPAIRS & SUPI	N
	10-340-000-0000-6562		13.96	10/30 3-WAY FEMALE #56	802051316	AUTO & EQUIPMENT REPAIRS & SUPI	N
	10-340-000-0000-6557		19.98	11/8 4 1/2" X 80 GRIT	802051889	SHOP MATERIALS	N
	10-340-000-0000-6557		5.49	11/13 HOOK / LOOP TAPE	802052138	SHOP MATERIALS	N
	10-340-000-0000-6562		17.88	11/13 REAR/FRONT HUB CAP #52	802052167	AUTO & EQUIPMENT REPAIRS & SUPI	N

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	10-340-000-0000-6562		17.88	11/13 REAR/FRONT HUB CAP #53	802052167	AUTO & EQUIPMENT REPAIRS & SUPI	N
	10-340-000-0000-6561		16.16	11/14 POWER BLAST #1	802052240	OIL-GREASE-ANTIFREEZE-WINDSHIE	N
	10-340-000-0000-6561		16.16	11/14 POWER BLAST #2	802052240	OIL-GREASE-ANTIFREEZE-WINDSHIE	N
	10-340-000-0000-6561		16.16	11/14 POWER BLAST #3	802052240	OIL-GREASE-ANTIFREEZE-WINDSHIE	N
	10-340-000-0000-6561		16.16	11/14 POWER BLAST #50	802052240	OIL-GREASE-ANTIFREEZE-WINDSHIE	N
	10-340-000-0000-6561		16.16	11/14 POWER BLAST #52	802052240	OIL-GREASE-ANTIFREEZE-WINDSHIE	N
	10-340-000-0000-6561		16.16	11/14 POWER BLAST #53	802052240	OIL-GREASE-ANTIFREEZE-WINDSHIE	N
	10-340-000-0000-6561		16.16	11/14 POWER BLAST #56	802052240	OIL-GREASE-ANTIFREEZE-WINDSHIE	N
	10-340-000-0000-6561		16.16	11/14 POWER BLAST #58	802052240	OIL-GREASE-ANTIFREEZE-WINDSHIE	N
	10-340-000-0000-6561		16.16	11/14 POWER BLAST #67	802052240	OIL-GREASE-ANTIFREEZE-WINDSHIE	N
	10-340-000-0000-6561		16.15	11/14 POWER BLAST #68	802052240	OIL-GREASE-ANTIFREEZE-WINDSHIE	N
	10-340-000-0000-6562		6.48	11/15 FIX-IT PACKS #654	802052285	AUTO & EQUIPMENT REPAIRS & SUPI	N
	10-340-000-0000-6562		0.36	11/18 SCREW MACH #56	802052360	AUTO & EQUIPMENT REPAIRS & SUPI	N
	10-340-000-0000-6562		39.98	11/18 MRKR LAMP CLEAR #654	802052378	AUTO & EQUIPMENT REPAIRS & SUPI	N
	10-340-000-0000-6562		23.98	11/19 NUTS/BOLTS	802052438	AUTO & EQUIPMENT REPAIRS & SUPI	N
	10-340-000-0000-6557		147.98	11/19 TORK ADVANCE CENTER	802052439	SHOP MATERIALS	N
	10-340-000-0000-6562		12.99	11/19 REDUCING UNION TEE #56	802052439	AUTO & EQUIPMENT REPAIRS & SUPI	N
	10-340-000-0000-6562		8.89	11/19 FRONT HUB CAP #56	802052483	AUTO & EQUIPMENT REPAIRS & SUPI	N
	10-340-000-0000-6561		8.66	11/19 PERMATEX ANTI-SEIZE #3	802052485	OIL-GREASE-ANTIFREEZE-WINDSHIE	N
	10-340-000-0000-6561		8.66	11/19 PERMATEX ANTI-SEIZE #2	802052485	OIL-GREASE-ANTIFREEZE-WINDSHIE	N
	10-340-000-0000-6561		8.67	11/19 PERMATEX ANTI-SEIZE #1	802052485	OIL-GREASE-ANTIFREEZE-WINDSHIE	N
	10-340-000-0000-6557		31.80	11/20 GM DOUBLE SHROUD/TOWER	802052520	SHOP MATERIALS	N
	10-340-000-0000-6562		0.50	11/20 FIX-IT PACK #654	802052520	AUTO & EQUIPMENT REPAIRS & SUPI	N
	10-340-000-0000-6562		249.95	11/20 REDLITHIUM #10	802052521	AUTO & EQUIPMENT REPAIRS & SUPI	N
	10-340-000-0000-6562		14.93	11/20 AIR BRAKE TUBING/HUB #56	802052521	AUTO & EQUIPMENT REPAIRS & SUPI	N
	10-340-000-0000-6557		51.98	11/21 PERMATEX ANTI-SEIZE	802052612	SHOP MATERIALS	N
	10-340-000-0000-6557		353.99	11/21 FUWL W/ONE-KEY	802052614	SHOP MATERIALS	N
	10-340-000-0000-6562		16.48	11/21 WASHER PUMP/TOGGLE #56	802052630	AUTO & EQUIPMENT REPAIRS & SUPI	N
	10-340-000-0000-6555		10.99	11/22 TORCH GUN #10	802052711	TOOLS	N
	10-340-000-0000-6555		10.99	11/22 TORCH GUN-SHOP	802052711	TOOLS	N
	10-340-000-0000-6562		11.99	11/22 COMP QL1369-6B #56	802052729	AUTO & EQUIPMENT REPAIRS & SUPI	N
	10-340-000-0000-6562		10.64	11/22 BRASS UNION TEE #56	802052747	AUTO & EQUIPMENT REPAIRS & SUPI	N
	10-340-000-0000-6562		48.78	11/25 HYD HOSE/PIPE/O'RING #2	802052788	AUTO & EQUIPMENT REPAIRS & SUPI	N
13652	**AUTO VALUE**		**1,330.43**	**38** Transactions			
523	**CURRIE CITY TREASURER**						
	10-340-000-0000-6253		101.31	11/24 WATER/SEWER-GARAGE	149	WATER & SEWER	N
523	**CURRIE CITY TREASURER**		**101.31**	**1** Transactions			

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12054	**ETTERMAN ENTERPRISES**						
	10-340-000-0000-6557		151.95	11/30 ASSORTED LED FUSES	363547	SHOP MATERIALS	N
12054	**ETTERMAN ENTERPRISES**		**151.95**	**1** Transactions			
12735	**HADLEY STEEL INC**						
	10-340-000-0000-6557		238.05	11/13 GRANDING WHEEL/SAND DISK	99091 II	SHOP MATERIALS	N
	10-340-000-0000-6562		49.20	11/15 SQUARE TUBING #56	99094 II	AUTO & EQUIPMENT REPAIRS & SUPI	N
	10-340-000-0000-6557		10.40	11/26 ALUMINUM BOX	99129 I	SHOP MATERIALS	N
	10-340-000-0000-6557		450.00	11/26 MED ARGON CYL/REGULATOR	99132 I	SHOP MATERIALS	N
12735	**HADLEY STEEL INC**		**747.65**	**4** Transactions			
11693	**LAKES GAS CO**						
	10-340-000-0000-6416		24.33	11/5 33# CYL REFILL #191	3489454	NATURAL GAS/PROPANE	N
11693	**LAKES GAS CO**		**24.33**	**1** Transactions			
11415	**LAWSON PRODUCTS INC**						
	10-340-000-0000-6562		913.99	12/4 PLOW BOLTS	9312053125	AUTO & EQUIPMENT REPAIRS & SUPI	N
11415	**LAWSON PRODUCTS INC**		**913.99**	**1** Transactions			
2433	**MURRAY COUNTY LANDFILL**						
	10-340-000-0000-6252		85.50	11/22 DISPOSE ELECTRONICS	790569	GARBAGE COLLECTION	N
2433	**MURRAY COUNTY LANDFILL**		**85.50**	**1** Transactions			
10285	**NORTHERN SAFETY TECHNOLOGY INC**						
	10-340-000-0000-6562		157.08	11/30 BLUE LED STEADY VERT	58583	AUTO & EQUIPMENT REPAIRS & SUPI	N
10285	**NORTHERN SAFETY TECHNOLOGY INC**		**157.08**	**1** Transactions			
13297	**POMPS TIRE SERVICE INC**						
	10-340-000-0000-6563		2,760.00	11/5 (8) 11R22.5 TIRES	680080221	TIRES & TUBES	N
	10-340-000-0000-6563		2,536.96	11/5 (4) 395/65R22.5 TIRES	680080221	TIRES & TUBES	N
13297	**POMPS TIRE SERVICE INC**		**5,296.96**	**2** Transactions			
12096	**REEDSBURG HARDWARE COMPANY**						
	10-340-000-0000-6562		65.38	11/13 5/8" BOLT NUT COTTER #50	8060	AUTO & EQUIPMENT REPAIRS & SUPI	Y
	10-340-000-0000-6562		65.38	11/13 5/8" BOLT NUT COTTER #52	8060	AUTO & EQUIPMENT REPAIRS & SUPI	Y
	10-340-000-0000-6562		65.39	11/13 5/8" BOLT NUT COTTER #51	8060	AUTO & EQUIPMENT REPAIRS & SUPI	Y
	10-340-000-0000-6562		65.39	11/13 5/8" BOLT NUT COTTER #53	8060	AUTO & EQUIPMENT REPAIRS & SUPI	Y
	10-340-000-0000-6562		65.39	11/13 5/8" BOLT NUT COTTER #56	8060	AUTO & EQUIPMENT REPAIRS & SUPI	Y
	10-340-000-0000-6562		65.39	11/13 5/8" BOLT NUT COTTER #58	8060	AUTO & EQUIPMENT REPAIRS & SUPI	Y

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	10-340-000-0000-6562		65.39	11/13 5/8" BOLT NUT COTTER #68	8060	AUTO & EQUIPMENT REPAIRS & SUPI	Y
	10-340-000-0000-6562		65.39	11/13 5/8" BOLT NUT COTTER #71	8060	AUTO & EQUIPMENT REPAIRS & SUPI	Y
	10-340-000-0000-6562		65.39	11/13 5/8" BOLT NUT COTTER #70	8060	AUTO & EQUIPMENT REPAIRS & SUPI	Y
	10-340-000-0000-6562		65.39	11/13 5/8" BOLT NUT COTTER #49	8060	AUTO & EQUIPMENT REPAIRS & SUPI	Y
12096	**REEDSBURG HARDWARE COMPANY**		**653.88**	**10** Transactions			
13718	**ROWDY'S AUTO & TRUCK PARTS LLC**						
	10-340-000-0000-6562		47.10	11/1 9912 AIR FILTER	211131	AUTO & EQUIPMENT REPAIRS & SUPI	N
	10-340-000-0000-6562		137.90	11/1 AIR/OIL/FUEL FILTERS #20	211131	AUTO & EQUIPMENT REPAIRS & SUPI	N
	10-340-000-0000-6561		72.94	11/12 GREASE/ELECT CLEANER	211334	OIL-GREASE-ANTIFREEZE-WINDSHIE	N
	10-340-000-0000-6562		323.88	11/26 RH ELEC SELF ADJ BR #652	211639	AUTO & EQUIPMENT REPAIRS & SUPI	N
13718	**ROWDY'S AUTO & TRUCK PARTS LLC**		**581.82**	**4** Transactions			
13519	**TRUCK CENTER COMPANIES EAST LLC**						
	10-340-000-0000-6562		1,193.13	11/1 SNOW DOOR/HOSE CLAMP #56	XA305139225:02	AUTO & EQUIPMENT REPAIRS & SUPI	Y
	10-340-000-0000-6562		55.62	11/5 INHJECTOR LINE #71	XA305139845:01	AUTO & EQUIPMENT REPAIRS & SUPI	Y
	10-340-000-0000-6562		86.82	11/5 VALVE #56	XA305139845:01	AUTO & EQUIPMENT REPAIRS & SUPI	Y
	10-340-000-0000-6562		63.95	11/7 WIPER ARM #71	XA305140024:01	AUTO & EQUIPMENT REPAIRS & SUPI	Y
	10-340-000-0000-6562		63.95	11/7 WIPER ARM #68	XA305140024:01	AUTO & EQUIPMENT REPAIRS & SUPI	Y
	10-340-000-0000-6562		27.51	11/14 ENG AIR SNOW DR #56	XA305140044:01	AUTO & EQUIPMENT REPAIRS & SUPI	Y
	10-340-000-0000-6562		8.40	11/14 (10)WASHERS #56	XA305140402:01	AUTO & EQUIPMENT REPAIRS & SUPI	Y
	10-340-000-0000-6562		32.16	11/19 20 MM SCREW #56	XA305140402:02	AUTO & EQUIPMENT REPAIRS & SUPI	Y
	10-340-000-0000-6562		16.16	11/15 (8) U NUTS #56	XA305140451:01	AUTO & EQUIPMENT REPAIRS & SUPI	Y
	10-340-000-0000-6562		1,118.88	11/18 SNOW DOOR #56	XA305140451:02	AUTO & EQUIPMENT REPAIRS & SUPI	Y
	10-340-000-0000-6562		114.51	11/22 DOOR HOOD #56	XA305140652:01	AUTO & EQUIPMENT REPAIRS & SUPI	Y
	10-340-000-0000-6562		12.92	11/20 IGNITION KEY #62	XA305140663:01	AUTO & EQUIPMENT REPAIRS & SUPI	Y
	10-340-000-0000-6562		37.92	11/20 IGNITION KEY/CUTTING #68	XA305140663:01	AUTO & EQUIPMENT REPAIRS & SUPI	Y
	10-340-000-0000-6562		42.64	11/20 IGNITION KEY/CUTTING #53	XA305140663:01	AUTO & EQUIPMENT REPAIRS & SUPI	Y
	10-340-000-0000-6562		17.42	11/19 UNION .16 TO .25 #56	XA305140712:01	AUTO & EQUIPMENT REPAIRS & SUPI	Y
	10-340-000-0000-6562		20.58	11/20 TEE-PTCH UNION #56	XA305140712:02	AUTO & EQUIPMENT REPAIRS & SUPI	Y
	10-340-000-0000-6562		86.16-	11/20 RETURN VALVE #56	XA305140786:01	AUTO & EQUIPMENT REPAIRS & SUPI	Y
	10-340-000-0000-6562		35.61-	11/20 RETURN AIR ENGINE #56	XA305140787:01	AUTO & EQUIPMENT REPAIRS & SUPI	Y
	10-340-000-0000-6562		1,118.88-	11/20 RETURNED SNOW DOOR #56	XA305140788:01	AUTO & EQUIPMENT REPAIRS & SUPI	Y
	10-340-000-0000-6562		12.76	11/20 FEMALE CONN KIT #56	XA305140789:01	AUTO & EQUIPMENT REPAIRS & SUPI	Y
	10-340-000-0000-6562		12.76	11/21 FEMALE CONN KIT #71	XA305140789:02	AUTO & EQUIPMENT REPAIRS & SUPI	Y
	10-340-000-0000-6562		33.03	11/20 CAB PRE-FILTER #56	XA305140794:01	AUTO & EQUIPMENT REPAIRS & SUPI	Y
	10-340-000-0000-6562		33.03	11/20 CAB PRE-FILTER #62	XA305140794:01	AUTO & EQUIPMENT REPAIRS & SUPI	Y
	10-340-000-0000-6562		33.03	11/20 CAB PRE-FILTER #71	XA305140794:01	AUTO & EQUIPMENT REPAIRS & SUPI	Y
	10-340-000-0000-6562		236.37	11/26 REGULATOR WINDOW #53	XA305141023:01	AUTO & EQUIPMENT REPAIRS & SUPI	Y

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Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
	10-340-000-0000-6562		5.48	11/27 HOOD DAMPER PATCH #56	XA305141125:01	AUTO & EQUIPMENT REPAIRS & SUPI	Y
	10-340-000-0000-6562		84.24	11/27 ROCKER SWITCH #53	XA305141202:01	AUTO & EQUIPMENT REPAIRS & SUPI	Y
13519	**TRUCK CENTER COMPANIES EAST LLC**		**2,122.62**	**27** Transactions			
14339	**VESTIS GROUP INC**						
	10-340-000-0000-6359		137.60	11/4 LAUNDRY	2560316630	LAUNDRY SERVICE	N
	10-340-000-0000-6359		183.28	11/11 LAUNDRY	2560318928	LAUNDRY SERVICE	N
	10-340-000-0000-6359		122.91	11/18 LAUNDRY	2560321331	LAUNDRY SERVICE	N
	10-340-000-0000-6359		144.61	11/25 LAUNDRY	2560323710	LAUNDRY SERVICE	N
14339	**VESTIS GROUP INC**		**588.40**	**4** Transactions			
340	**DEPT Total:**		**13,038.68**	**HIGHWAY MAINTENANCE-SHOP & BLDG**	**15 Vendors**	**99 Transactions**	
10	**Fund Total:**		**47,583.59**	**ROAD AND BRIDGE**		**118 Transactions**	

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Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
881	DEPT			EDA - OPERATIONS			
1471	**M C C C**						
	18-881-000-0000-6452		1,010.75	11/10/24-11/9/25 ADOBE CLOUD	2411041	REFERENCE BOOKS, MATERIALS & S	N
1471	**M C C C**		**1,010.75**	**1** Transactions			
2261	**STATE OF MN-MNIT**						
	18-881-000-0000-6452		4.50	1ST QTR 2024 CRWD STRK ANTIVIR	24030551	REFERENCE BOOKS, MATERIALS & S	N
	18-881-000-0000-6452		4.50	2ND QTR 2024 CRWD STRK ANTIVIR	24060556	REFERENCE BOOKS, MATERIALS & S	N
	18-881-000-0000-6452		4.50	3RD QTR 2024 CRWD STRK ANTIVIR	24090565	REFERENCE BOOKS, MATERIALS & S	N
2261	**STATE OF MN-MNIT**		**13.50**	**3** Transactions			
1065	**WHEEL HERALD**						
	18-881-000-0000-6241		26.00	11/4 RENTAL REDVLPMNT AD	24300	ADVERTISING & LEGAL NOTICES	N
	18-881-000-0000-6241		26.00	11/11 CHILDCARD DVLPMNT AD	24300	ADVERTISING & LEGAL NOTICES	N
	18-881-000-0000-6241		26.00	11/18 BUYING/EXPNDG A BUSINESS	24300	ADVERTISING & LEGAL NOTICES	N
	18-881-000-0000-6241		26.00	11/18 RENTAL REVLPMNT AD	24300	ADVERTISING & LEGAL NOTICES	N
1065	**WHEEL HERALD**		**104.00**	**4** Transactions			
881	**DEPT Total:**		**1,128.25**	**EDA - OPERATIONS**	**3 Vendors**	**8 Transactions**	
18	**Fund Total:**		**1,128.25**	**EDA**		**8 Transactions**	

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Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
867	DEPT			DITCH INSPECTOR			
1471	**M C C C**						
	21-867-000-0000-6452		77.60	11/10/24-11/9/25 ADOBE ACROBAT	2411041	REFERENCE BOOKS, MATERIALS & S	N
1471	**M C C C**		**77.60**	**1** Transactions			
1269	**MURRAY COUNTY HIGHWAY DEPT**						
	21-867-000-0000-6391		65.89	11/30 25.64 GALS GAS		INTERDEPARTMENTAL - HWY CHARG	N
1269	**MURRAY COUNTY HIGHWAY DEPT**		**65.89**	**1** Transactions			
2261	**STATE OF MN-MNIT**						
	21-867-000-0000-6452		4.50	1ST QTR 2024 CRWD STRK ANTIVIR	24030551	REFERENCE BOOKS, MATERIALS & S	N
	21-867-000-0000-6452		4.50	2ND QTR 2024 CRWD STRK ANTIVIR	24060556	REFERENCE BOOKS, MATERIALS & S	N
	21-867-000-0000-6452		4.50	3RD QTR 2024 CRWD STRK ANTIVIR	24090565	REFERENCE BOOKS, MATERIALS & S	N
2261	**STATE OF MN-MNIT**		**13.50**	**3** Transactions			
867	**DEPT Total:**		**156.99**	**DITCH INSPECTOR**	**3 Vendors**	**5 Transactions**	
21	**Fund Total:**		**156.99**	**DITCH**		**5 Transactions**	

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Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
890	DEPT			CONGREGATE HOUSING FACILITY			
13216	**ALMICH'S MARKET**						
	55-890-000-0000-6412		8.00	11/8 CASCADE		CUSTODIAL/CLEANING SUPPLIES	N
	55-890-000-0000-6412		23.77	11/22 CASCADE/AIR FRSHNR/XTRA		CUSTODIAL/CLEANING SUPPLIES	N
	55-890-000-0000-6460		3.52	11/1 POP		RECREATION/ACTIVITY SUPPLIES	N
	55-890-000-0000-6460		20.13	11/8 SNKMX/GRNLA BARS/VEGGIES		RECREATION/ACTIVITY SUPPLIES	N
	55-890-000-0000-6460		18.49	11/15 PIES/POP		RECREATION/ACTIVITY SUPPLIES	N
	55-890-000-0000-6460		4.99	11/22 PIE		RECREATION/ACTIVITY SUPPLIES	N
	55-890-000-0000-6478		7.67	11/1 STRG BAGS		OTHER OPERATING SUPPLIES	N
	55-890-000-0000-6411		17.45	11/1 MILK	MEALS	FOOD & BEVERAGES	N
	55-890-000-0000-6411		23.63	11/8 MILK/JUICE	MEALS	FOOD & BEVERAGES	N
	55-890-000-0000-6411		17.45	11/15 MILK	MEALS	FOOD & BEVERAGES	N
	55-890-000-0000-6411		29.00	11/22 MILK	MEALS	FOOD & BEVERAGES	N
	55-890-000-0000-6478		5.55	11/8 NAPKINS	MEALS	OTHER OPERATING SUPPLIES	N
	55-890-000-0000-6478		5.55	11/22 NAPKINS	MEALS	OTHER OPERATING SUPPLIES	N
13216	**ALMICH'S MARKET**		**185.20**	**13** Transactions			
12729	**AUTOMATIC BUILDING CONTROLS ABC IN**						
	55-890-000-0000-6260		408.26	11/5 ANNUAL FIRE ALARM INSPCTN	238178	PROFESSIONAL & TECHNICAL FEES I	N
12729	**AUTOMATIC BUILDING CONTROLS ABC IN**		**408.26**	**1** Transactions			
11017	**MURRAY COUNTY MEDICAL CENTER**						
	55-890-000-0000-6383		148.59	11/30 MAINTENANCE SERVICES	738-0134	INTERDEPARTMENTAL - HOSP HOUS	N
	55-890-000-0000-6478		94.33	11/30 2 OZ CUPS/LIDS/BOWLS/GLV	738-0134	OTHER OPERATING SUPPLIES	N
	55-890-000-0000-6805		6.48	SALES TAX	738-0134	SALES TAX EXPENSE	N
11017	**MURRAY COUNTY MEDICAL CENTER**		**249.40**	**3** Transactions			
2261	**STATE OF MN-MNIT**						
	55-890-000-0000-6452		4.50	1ST QTR 2024 CRWD STRK ANTIVIR	24030551	REFERENCE BOOKS, MATERIALS & S	N
	55-890-000-0000-6452		4.50	2ND QTR 2024 CRWD STRK ANTIVIR	24060556	REFERENCE BOOKS, MATERIALS & S	N
	55-890-000-0000-6452		4.50	3RD QTR 2024 CRWD STRK ANTIVIR	24090565	REFERENCE BOOKS, MATERIALS & S	N
2261	**STATE OF MN-MNIT**		**13.50**	**3** Transactions			
9364	**TK ELEVATOR**						
	55-890-000-0000-6342		826.74	12/1-2/28 ELEVATOR SERVICE	3008232739	SERVICE AGREEMENTS	N
9364	**TK ELEVATOR**		**826.74**	**1** Transactions			
890	**DEPT Total:**		**1,683.10**	**CONGREGATE HOUSING FACILITY**	**5 Vendors**	**21 Transactions**	

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Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
55	**Fund Total:**		**1,683.10**	**SUNRISE TERRACE HOUSING**		**21 Transactions**	

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Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
392	DEPT			SAWS-OPERATIONS			
13060	**COUNTIES PROVIDING TECHNOLOGY**						
	92-392-000-0000-6342		164.00	12/24 SEWER		SERVICE AGREEMENTS	N
13060	**COUNTIES PROVIDING TECHNOLOGY**		**164.00**	**1** Transactions			
392	**DEPT Total:**		**164.00**	**SAWS-OPERATIONS**	**1 Vendors**	**1 Transactions**	
92	**Fund Total:**		**164.00**	**SAWS (NEW)**		**1 Transactions**	
	Final Total:		**93,556.46**	**95 Vendors**	**263 Transactions**		

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Recap by Fund	Fund	AMOUNT	Name
	1	42,840.53	GENERAL
	10	47,583.59	ROAD AND BRIDGE
	18	1,128.25	EDA
	21	156.99	DITCH
	55	1,683.10	SUNRISE TERRACE HOUSING
	92	164.00	SAWS (NEW)
	All Funds	93,556.46	Total

Approved by,

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MURRAY COUNTY

REQUEST TO BE ON THE BOARD AGENDA (RBA)

Requested Board Date: 12/17/2024	**Item:** Wonderworld Loan
Originating Department: Administration	**Presenter:** Travis Smith, Carolyn McDonald
Requested Agenda Placement: Regular Agenda	**Amount of Time Needed:** 10 minutes
If requesting to expend funds, is the expenditure budgeted?	**Attending Meeting:** In Person

Discussion regarding Wonderworld funding.

Board Action Requested

Supporting Documents
None

MURRAY COUNTY

REQUEST TO BE ON THE BOARD AGENDA (RBA)

Requested Board Date: 12/17/2024	**Item:** 8:45 A.M. Public Hearing 2025 Fee Schedule
Originating Department: Administration	**Presenter:** Carolyn McDonald
Requested Agenda Placement: Regular Agenda	**Amount of Time Needed:** 5 Minutes
If requesting to expend funds, is the expenditure budgeted?	**Attending Meeting:** In Person

A public hearing must be held annually prior to approving the County's Fee Schedule.

Board Action Requested
It was moved by , seconded by , to approve the 2025 Fee Schedule.

Supporting Documents
1. DRAFT Proposed Changes to FEE SCHEDULE - 2025

MURRAY COUNTY FEE SCHEDULE 2025

****rental of facilities and meeting rooms may require a lease agreement****

PLEASE NOTE:

¤ Indicates fee not set by the county.

This fee schedule was adopted in January 2025.

Some fees may be subject to change.

DRAFT

SOME FEES AND PERMITS CAN BE PAID ONLINE - call the specific department prior to making payment

COUNTY WIDE FEES	
AUDIO RECORDINGS	TIME AND MEDIA USED
COMPUTER	
Labels	$.03 / label
Listings	$.15 / page
Print Screen	$.15 / page
Set up for labels / listings	WAGES OF LOWEST COST EMPLOYEE IN DEPARTMENT WHO CAN MAKE LABELS / LISTING
COPIES	
All sizes – single	$.15 / page
double sided	$.30 / page
Research time added if needed (see below)	
Plat – complete	$10.00
Plat – partial	$2.00
FAX	
1 – 5 pages	$5.00
Each additional page after 5	$1.00 / page
COPY TIME	WAGES OF LOWEST COST EMPLOYEE IN DEPARTMENT WHO CAN MAKE COPIES
FULL PARCEL DATA PULL (BY MURRAY COUNTY)	$150.00
FULL PARCEL DATA PULL (BY VENDOR)	Contact Vendor for Pricing
NOTARY PUBLIC	$1.00
RESEARCH TIME	WAGES OF LOWEST COST EMPLOYEE IN DEPARTMENT WHO CAN PERFORM RESEARCH AND RETRIEVAL WORK
RURAL ADDRESS SIGNS	$30.00
SURVEYS / FORMS	$5.00 / 15 min
AGRICULTURE FEES (Office Phone: 507-836-1164)	
COMMERCIAL APPLICATORS TEST	$25.00
FEEDLOT CONSTRUCTION SHORT FORM PERMIT	$100.00
ASSESSOR FEES (Office Phone: 507-836-1104)	
CER PARCEL INFORMATION / PRODEX MAP	$.25 / page
CERTIFICATE OF REAL ESTATE VALUE COPY	$.25 / page
FIELD CARD	$.25 / page
SALES STUDY (mailed quarterly)	$40.00 / year
AUDITOR / TREASURER FEES (Office Phone: 507-836-6148)	
CWP SEPTIC SYSTEM LOAN FEE	$20.00
DELINQUENT / FORFEITED PROPERTY	
Certification of Delinquent Tax	
Confession of Judgment	$50.00
Forfeited Land Processing Fee	$25.00
Publication Fee	Based on actual cost
DITCH MAPS	$.25 / page
DRAINAGE LIEN (new)	$100.00 set up + $1.00 / parcel
DRAINAGE LIEN (existing)	$.50 / parcel
ELECTION FILING FEE	
County Offices	$50.00
SWCD	$20.00
FINANCIAL MANAGEMENT	
Audit Verifications	$10.00

Bond Reports (Auditor's Certificate)	$150.00
School Audit Verifications	$50.00
GENERAL TAX	
Certification of Current Tax	$2.00
Certification of Delinquent Tax	$2.00
Duplicate Tax Statement (current year)	No Charge
LICENSES	
Auctioneer	$20.00
Liquor – Off Sale	$150.00
Liquor – On Sale	$1,000.00
Liquor – Sunday	$200.00
Malt Liquor (3.2 Beer) – Off Sale	$20.00
Malt Liquor (3.2 Beer) – On Sale	$40.00
Tobacco	$50.00
PLATS	
First New Parcel/Lot Created	$30.00
Each Additional Parcel/Lot	$5.00 / parcel
SPECIAL ASSESSMENT (new)	$10.00 set up + $.50 / parcel
COURTS FEE (Office Phone: 507-831-7008)	
FOR COURT RELATED FEES	GO TO: www.mncourts.gov
FAIRGROUNDS / BUILDINGS FEES (Office Phone: 507-836-1195)	
DEPOSIT ON ALL BUILDINGS	$500.00
COMMON AREA BUILDINGS (NON-PROFIT GROUP)	$200.00 / day
COMMON AREA BUILDINGS (FOR PROFIT GROUP)	$300.00 / day
4-H BUILDING	$20.00/ hour or $120.00 / day
PORK/DAIRY BUILDING - PORK side of building*	$60.00 / day
PORK/DAIRY BUILDING - DAIRY side of building*	$60.00 / day
PORK/DAIRY BUILDING - Both sides of building*	$120.00 / day
*Excluding Murray County fair time usage by these groups	
HORSE SHOWS	$75.00
INDIVIDUAL BUILDING (other than 4H Building)	$75.00 / day
TENT RENTAL FEES (20 ft. X 30 ft.)	
Mon. – Thur. (includes setup & take down)	$200.00 / day
Fri. – Sun. (includes setup & take down)	$250.00 / day
SMALL BLEACHERS (from arena) (9'X15')	$125.00 / day
(+ IRS Mileage Rate)	
SPEEDI BLEACHERS	
Public Use within Murray County	$250.00 / day
Non-Public Use within Murray County	$350.00 / day
(Please see Parks Director for details)	
STORAGE – Vehicles/Tractors	$110.00
STORAGE – BOAT	$130.00
STORAGE – CAMPER	$185.00
CAMPERS ON FAIRGROUNDS	$25.00
GEOGRAPHIC INFORMATION SYSTEMS (GIS) FEES (Office Phone: 507-836-1168)	
PRINTING MAPS	
(Printed from existing map library or readily created with existing data.)	
(Map creation fees apply to special requests.)	
SIZE A 8 ½ x 11	$3.00
SIZE B 11 x 17	$5.00
SIZE C 24 x 36	$20.00
SIZE D 36 x 48	$35.00
EXISTING MAP PRODUCTS	
County Highway Map	FREE
County Parcel Maps	https://murraycountymn.com/community/maps.php
County Residential Maps	https://murraycountymn.com/community/maps.php
County Interactive Map	https://murraycountymn.com/community/maps.php

CREATION OF MAP PRODUCTS – SPECIAL REQUESTS	
Staff Time	$50.00/ hour (1/2 hour minimum)
MATERIALS	
CD	$3.00
DVD	$5.00
DIGITAL GIS DATA (Data is subject to the terms of the GIS Department)	
Address Points /Shapefile	$250.00
Road Centerlines/Shapefile	$250.00
Parcels/Shapefile	$300.00
HIGHWAY DEPARTMENT FEES (Office Phone: 507-836-6327)	
SIGNS/POSTS/FLAGS	cost plus 10%
CULVERT PIPE, BANDS, APRONS	cost plus 10%
MAILBOX SUPPORTS	cost plus 10%, plus labor
SPECIFIC SERVICE SIGNS	400.00 each
MOVING PERMITS	$50 with insurance
OVERWEIGHT PERMIT	$200 with insurance
ANNUAL OVERWEIGHT/MOVE	$700 with insurance
DRIVEWAY PERMIT	$100.00
CONSTRUCT DRIVEWAY	$5,000 plus pipe costs
WIDEN DRIVEWAY	$4,500 plus pipe costs
TILE OUTLET PERMIT	$50.00
TILE CROSSING PERMIT, BORING	$200 plus repair costs
TILE CROSSING PERMIT, OPEN CUT	$1,000 plus repair costs
UTILITY PERMIT	$50 with insurance
WORK IN THE RIGHT OF WAY PERMIT	$50.00
PLANS	Varies $30 - $75
LICENSE CENTER FEES (Office Phone: 507-836-1146)	
AGRICULTURE ATV	$7.00 ¤
ATV / ORV / WATERCRAFT RENEWAL	$4.50 ¤
ATV / ORV / WATERCRAFT TITLE / TRANSFER	$7.00 ¤
DRIVER'S LICENSE / IDENTIFICATION CARDS	
Renewals and Duplicates	$11.00 ¤
GAME & FISH	$1.00 ¤
MOTOR VEHICLE REGISTRATION	$8.00 ¤
MOTOR VEHICLE TITLE / TRANSFER	$12.00 ¤
MOTOR VEHICLE DUPLICATE TITLE	$21.50 ¤
SNOWMOBILE RENEWALS	$4.50 ¤
LIEN PLACEMENT	$14.00
LIEN RELEASE	$12.00
MUSEUMS FEES (Office Phone: 507-836-6533)	
DINEHART HOLT HOUSE RENTAL DEPOSIT	$150.00
Up to 25 Guests	$50.00
25 to 50 Guests	$75.00
50 to 100 Guests	$100.00
END-O-LINE RAILROAD PARK AND MUSEUM (507-763-3708)	
Guided Tour Admission – Adults (18 Years & Older)	$7.00
Guided Tour Admission – Student (6 – 17 Years)	$5.00
Self-Guided Tour Admission - Adult (18 years & older)	$5.00
Self-Guided Tour Admission - Student (6-17 Years)	$3.00
All Tours Admission – Children (5 & Under)	FREE
All Tour Admission - Veterans and Active Duty (Blue Star Museums)	FREE
Adult Bus Tour/Groups (Over 15 People - PerPerson)	$5.00
Church Rental For Weddings	$200.00
Deposit on All Buildings	$500.00
All Facility Fees	$200.00
Picnic Shelter Rent (If Tours Are Requested, Group Tour Rates Will Be	$50.00
School Bus Tours - Per Person	$3.00

Tour with Facility Rental	$25.00
PARKS FEES (Office Phone: 507-836-1195)	
CAMPING	
Swenson Park (Current Lake) Daily Rate	$20.00
Swenson Park (Current Lake) Daily Tent Rate	$15.00
Seasonal (6 seasonal sites available from May 1 - October 1)	$1,300.00
Seven Mile Park (Fulda) Daily Rate	$20.00
Seven Mile Park (Fulda) Daily Tent Rate	$15.00
Seasonal (6 seasonal sites available from May 1 - October 1)	$1,300.00
Lime Lake Park (Avoca) Daily Rate	$20.00
Lime Lake Park (Avoca) Daily Tent Rate	$15.00
Sundquist Park (Lake Sarah) Daily Rate	$20.00
Sundquist Park (Lake Sarah) Daily Tent Rate	$15.00
Seasonal (4 seasonal sites available from May 1 - October 1)	$1,300.00
Monthly Sites - Sites available if seasonal sites are not filled.	$400.00
RECORDER FEES (Office Phone: 507-836-1161)	
COPIES	
Certified	$10.00 / document ¤
Non-Certified	$1.00 / page
Plat - Official	$10.00 ¤
Plat – Official - Certified	$15.00 ¤
Plat – Partial	$2.00
Registered Land Survey - Certified	$15.00 ¤
RECORDING – ABSTRACT DOCUMENTS	$46.00 ¤
RECORDING – PLATS	$56.00 ¤
RECORDING – REGISTERED LAND SURVEY	$56.00 ¤
RECORDING – SATISFACTIONS / ASSIGNMENTS	
1 – 4 Document Citations	$46.00 ¤
Each Additional Document Citation	$10.00 / Citation
RECORDING – TORRENS	Call Recorder's Office at 836-1161
PASSPORTS	Call Recorder's Office at 836-1161
PASSPORT PHOTO	$15.00
WELL DISCLOSURE CERTIFICATE	$50.00 ¤
SHERIFF FEES (Office Phone: 507-836-6168)	
MISCELLANEOUS	
911 Dispatch CAD Look Up (per hour)	$20.00
911 Dispatch Tape Extrication (per hour)	$20.00
Accident Report	$5.00
Automated Alarm, Business or Residential (False Alarm)	2 free calls per year, 3rd Call $100, 4 or more $200 per call
Copies (per page)	$0.25
Copy of Photo (per page)	$1.00
County Golf Cart One Year Permit	$30 / Year
County Golf Cart One Year Permit (Duplicate)	$15.00
Mileage	Follows IRS Rate
Notary - Out of State	$5.00
Transcription (per hour)	$30.00
Vehicle Impound/Storage (per day)	$20.00
Vehicle Unlock	$20.00
CD copies	$20.00 minimum + cost of CD + wages to retrieve information
CIVIL	
Bond - Taking	$85.00
Certificate of Service - Duplicate Copy	$20.00
Civil Process	$75.00
Levy	$75.00
Mortgage Foreclosure Sale (all sales & no shows)	$125.00
Sale Notices Posting (3)	$75.00
Summons/Complaints Service (3 attempts)	$75.00

Summons/Complaints Service over 3 (per attempt)	$75.00
Writs/Commission Execution	10% on first $250 and 6% on balance
DEPUTY CHARGES	
Deputy Building Escort (per hour/per Deputy)	$50.00
Deputy Non-Criminal Transport (Civil Commitment, etc.) (per hour per I	$85.00
Deputy Time for: Civil StandBy, Eviction, Funeral Escorts, Retrieve	$80.00 / hour
Deputy Time to Retrieve Reports/CD's	$30.00
Fingerprints Non-Criminal (with their own cards)	$10.00
DRUG TESTING	
Drug Testing PBT	$20.00
Drug Testing UA (in house instant test)	$20.00
Drug Testing UA Sent Out	Actual Cost
EHM & HUBER	
EHM (GPS/Alco sensor per day)	$45.00
EHM (regular per day)	$25.00
HUBER (sentenced out of County per day)	$75.00
HUBER Fee/ Pay for Stay (one week paid in advance)	$35.00
HUBER Weekender Fee (one month paid in advance)	$75.00
Inmate Medical Co-Pay	$25.00
HAND GUN PERMITS	
Hand Gun Permit to Carry (new or renewal permit)	$75.00
Hand Gun Permit to Carry Replacement Card	$10.00
Hand Gun Permit to Carry Military Member (New or Renewal)(with app	$25.00
MATRON	
Non-Criminal Transports	$60/hour
MORTGAGE FORECLOSURES	
Certificate of Redemption - Issuance	$250.00
Certificate of Sale	$75.00
SOLID WASTE FEES (Office Phone: 507-836-1164)	
APPLIANCES	$15.00 / each
ASBESTOS DEMOLITION	$50.00/cubic yard
CAR SEATS	$3.00
MATTRESS	$10.00 above the disposal cost
BOX SPRING	$10.00 above the disposal cost
ELECTRONICS	$.50 cents per pound
FLUORESCENT BULBS	
4' and under	$.60 / each
Over 4'	$1.20 / each
Broken bulbs	$2.50 / each
Compact	$1.00 / each
High pressure	5.00 / each
LED	$1.00 / each
Shielded	$1.00 / each
U-shape / Circular	$1.00 / each
BALLEST	$1.25 / pound
FURNITURE (+ 17% SOLID WASTE TAX)	$21.00/ each
METAL	$5.00/ cubic yard
OUT OF COUNTY DEMOLITION	$50.00/ cubic yard
TIRES	
Car	$5.00 / each
Small Tractor	$40.00/ each
Large Tractor	$80.00

Truck	$20.00/ each
Additional amount if tire is on rim	$1.00 / each
TVs / ELECTRONICS	$.50 / pound
UNCOMPACTED DEMOLITION DEBRIS (+ .60 / CUBIC YD ASSESSMENT	$16.00/ cubic yard
UNCOMPACTED GARBAGE (+ 17% SOLID WASTE TAX)	$25.00/ cubic yard
SOLID WASTE ASSESSMENTS	
All Improved Parcels (Parcels with a Structure)	$24.00 / parcel
SUNRISE TERRACE FEES (Office Phone: 507-836-8980)	
DEPOSIT	$600.00
GARAGE (As of July 1, 2024)	$55.00 / month
GUEST MEAL	$9.00 / each plus tax
GUEST ROOM (As of July 1, 2024)	$50.00 / day plus tax
HOUSEKEEPING – ADDITIONAL	$17.00 / hour
MAINTENANCE – ADDITIONAL	$41.91 / hour
MEAL PLAN – SECOND PERSON	$270.00 / month
RENT - 1 BEDROOM W/ OBSTRUCTED VIEW (As of July 1, 2024)	$1,150.00 / month
RENT - 1 BEDROOM (As of July 1, 2024)	$1,445.00 / month
RENT – 1 BEDROOM APT W/DEN (As of July 1, 2024)	$1,640.00 / month
RENT – 1 BEDROOM DELUXE APT W/DEN (As of July 1, 2024)	$1,695.00 / month
VITAL STATISTICS FEES (Office Phone: 507-836-6148)	
BIRTH CERTIFICATE	$26.00 ¤
ADDITIONAL COPIES	$19.00 ¤
DEATH CERTIFICATE	$13.00 ¤
ADDITIONAL COPIES	$6.00 ¤
MARRIAGE APPLICATION	$115.00 ¤
MARRIAGE APPLICATION (WITH COUNSELING)	$40.00 ¤
MARRIAGE CERTIFICATE	$9.00 ¤
NOTARY FILING	$20.00
ZONING FEES (Office Phone: 507-836-1166)	
PERMITS **	
Shoreland Alteration ***	$200.00
Shoreland Alteration (Rip Rap)	$100.00
Individual Sewage Treatment Systems (w/inspection)	$250.00
Individual Sewage Treatment Systems Repair	$100.00
Wind Tower	($75 minimum) $800/ megawatt
Solar Farm	($75 minimum) $800/ megawatt
Temporary Construction Site	$100.00
Zoning Certificates	
$1.00 - $50,000.00	$75.00
$ 50,001.00 – 100,000.00	$125.00
$ 100,001.00 +	$1.25 per $1,000
Shoreland Area Zoning Certificate Inspection Fee	$50.00
PUBLIC HEARINGS **	
Conditional Adult Use	$800.00
Conditional Use	$800.00
Rezoning/Amendment	$800.00
Special Hearing	$1,500.00
Preliminary Plat	$800 Base Fee - $150/lot
Variance / Appeal	$700.00
** AFTER THE FACT FEE	
CONSTRUCTION BEGINS PRIOR TO	FEES TRIPLE
PERMIT ISSUANCE OR PUBLIC HEARING	
*** AFTER THE FACT FEE FOR SHORELAND ALTERATION	
Within Shore Impact Zone	$2,000.00
Outside Shore Impact Zone	$1000.00
MN Accessibility Code Review and Inspection	$150.00
Annual Seasonal Camper Permit	$50 /year

MURRAY COUNTY

REQUEST TO BE ON THE BOARD AGENDA (RBA)

Requested Board Date: 12/17/2024	**Item:** 9:00 A.M. Bid Opening for Currie Highway Department Shop
Originating Department: Highway	**Presenter:** Randy Groves
Requested Agenda Placement: Regular Agenda	**Amount of Time Needed:**
If requesting to expend funds, is the expenditure budgeted?	**Attending Meeting:** In Person

Board Action Requested

It was moved by _____ and seconded by _____ to accept the bid from _____ ___ for the Currie Highway Department Shop, parcel ID #23-150-0020, for the amount of $_____ .

Supporting Documents

None

MURRAY COUNTY

REQUEST TO BE ON THE BOARD AGENDA (RBA)

Requested Board Date: 12/17/2024	**Item:** Approve Construction Contract with Towne & Country Excavating LLC
Originating Department: Highway	**Presenter:** Randy Groves
Requested Agenda Placement: Regular Agenda	**Amount of Time Needed:**
If requesting to expend funds, is the expenditure budgeted?	**Attending Meeting:** In Person

Board Action Requested

It was moved by _____ and seconded by _____ to approve the construction contract with Towne & Country Excavating LLC for project SAP 051-642-019.

Supporting Documents

1. Const Contract Towne & Country

CONTRACT NO. 2501

STATE PROJECT NO's 051-642-019 (Bridge #51J74

CLASS OF WORK CULVERT REPLACEMENT

STATE OF MINNESOTA
COUNTY OF MURRAY

CONTRACT
HIGHWAY CONSTRUCTION

This agreement, made this 19th day of November 2024, between the County of Murray in the State of Minnesota, party of the first part, hereinafter called the County, and Towne & Country Excavating LLC of Garvin, MN party of the second part, hereinafter called the Contractor, Witnesseth, that the Contractor, for and in consideration of the payment or payments herein specified and by the County to be made, hereby covenants and agrees to furnish all materials (except such as are specified to be furnished by the County), all necessary tools and equipment and to do and perform all the work and labor in the construction of County State Aid Highway Job No SAP 051-642-019 (Br #51J74) located as shown on approved plans on CSAH 42 Iona Twp Sec. 14 (41st St) for the price and compensation set forth and specified in the proposal signed by the Contractor and hereto attached and hereby made a part of this agreement, said work to be done and performed in accordance with the Plans, Specifications, and Special Provisions therefor on file in the office of the County Engineer of said County, which Plans, Specifications, and Special Provisions are hereby made a part of this agreement.

The Contractor further covenants and agrees that they may begin work After date of Notice of Contract Approval and have work completed in every respect to the satisfaction and approval of the County, on or before May 17, 2025 as per Special Provision 1806.

IN WITNESS WHEREOF, the said County has caused these presents to be executed and the Contractor has hereunto subscribed his name.

Dated at _____, this _____day of _____, 2024.

County of Murray

By_____
Chair County Board

_____
County Auditor

_____
Contractor

Approved as to form and execution this_____ day of _____, 2024.

_____
County Attorney

CONTRACT NO. 2501

STATE PROJECT NO's: SAP 051-642-019 (Bridge #51J74)

CLASS OF WORK: CULVERT REPLACEMENT

STATE OF MINNESOTA

COUNTY OF MURRAY

Bid Opening Date: November 19, 2024

PAYMENT AND PERFORMANCE BOND Bond No. 108039588

FOR COUNTY HIGHWAY CONSTRUCTION AND MAINTENANCE PROJECTS

PART A: PAYMENT

NOW ALL MEN BY THESE PRESENTS, That We Towne & Country Excavating LLC Contractor, as Principal, and Farmington Casualty Company as surety, are held and firmly bound unto the County of Murray in the amount of Five hundred forty-four thousand eight hundred eighty-four and 85/100 ($544,884.85) dollars, for payment of all claims, costs and charges as hereinafter set forth.

For the payment of this well and truly to be made we jointly and severally bind ourselves, our representatives and successors firmly by these presents.

The condition of this obligation is such that whereas the Principal has entered into a Contract with the County of Murray for the construction of County State Aid Highway Job No SAP 051-642-019 (Br #51J74) located as shown on approved plans which Contract is on file in the office of the County Auditor, the regularity and validity of which is hereby affirmed.

1

NOW, THEREFORE, if the principal shall pay as they may become due all just claims for work done, and for furnishing skills, tools, machinery, or materials or insurance premiums or equipment, or for the purpose of, such Contract, and all taxes incurred under Minnesota Statutes, Section 290.92 or Chapter 297A, and supplies for the completion of the Contract in accordance with its terms, and shall pay all costs of enforcement of the terms of the bond, if action is brought thereon, including reasonable attorney's fees, in any case in which such action is successfully maintained, and shall comply with the laws of the State appertaining to such Contract, then this obligation shall be void but otherwise it shall remain in full force and effect pursuant to Minnesota Statutes, Chapter 574.

PART B: PERFORMANCE Bond No. 108039588

KNOW ALL MEN BY THESE PRESENTS, That the aforesaid principal and surety are held and firmly bound unto the County of Murray in the Additional amount of Five hundred forty-four thousand eight hundred eighty-four and 85/100 dollars, for the faithful performance of the Contract as hereinafter
($544,884.85)

set forth.

For the payment of this well and truly to be made we jointly and severally bind ourselves, our representatives and successors firmly by these presents.

The condition of this obligation is such that whereas the principal has entered into the Contract more particularly described in Part A hereof, the regularity and validity of which is hereby affirmed.

NOW, THEREFORE, if the principal shall faithfully perform the Contract and shall save the County of Murray harmless from all cost and charges that may accrue on account of the doing of the work specified and shall pay all costs of enforcement of the terms of the bond, if action is brought thereon, including reasonable attorney's fees, in any case in which such action is successfully maintained, and shall comply with the laws of the State appertaining to such Contract, then this obligation shall be void but otherwise it shall remain in full force and effect pursuant to Minnesota Statutes, Chapter 574.

THE AGGREGATE LIABILITY UNDER PART A AND PART B HEREOF IS

One million eighty-nine thousand seven hundred sixty-nine and 70/100----------Dollars
($1,089,769.70)
(SUM OF PARTS A AND B)

The Contractor agrees that the work shall be done and performed in the best and most workmanlike manner; that all materials and labor shall be in conformity with the Plans, Specifications and Special Provisions for the improvements, shall be subject to inspection and approval of the County or its duly authorized representative, and in case any material or labor supplied shall be rejected by the County or its duly authorized representative as defective or unsuitable, then such rejected material shall be removed and replaced with approved material, and the rejected labor shall be done anew, to the satisfaction and approval of the County or its duly authorized representatives and at the cost and expense of the Contractor.

The Contractor further agrees that they will commence work hereunder and will have all work done and with the improvement fully completed to the satisfaction and approval of the County in accordance with the time schedule set forth in the Special Provisions for the improvement.

Time is the essence of this Contract for prompt completion, and if the Contractor shall fail to complete the work within the time herein specified, the County shall have the right to deduct from the unpaid part of the Contract price, the amount, or amounts specified in the Specifications, or, if no monies shall be due the Contractor, to recover damages in accordance with said Specifications, for each and every day thereafter during which the Contract shall remain unfinished and incomplete, such damages being hereby agreed upon as liquidated damages in lieu of actual damages occasioned by such delay, but Special Provisions, if any, contained in the proposal are also continued in effect and shall be read an construed as part of this provision as to completion and liquidated damages for delay.

It is, however, agreed that upon receipt of written notice from the Contractor of the existence of causes over which the Contractor has no control and which will delay the completion of the work, the County, at its discretion and in accordance with the Specifications, may extend the date hereinbefore specified for completion, and in such case the Contractor shall become liable for said liquidated damages only for failure to perform within the time so extended.

It is agreed, also, that delays caused by the elements or by strikes or other combined action of the workers employed in construction or in the transportation of materials, but in no part caused or resulting from default or collusion on the part of the Contractor, shall be excused to the extent which the County may find and determine which conditions to have delayed completion within the time limit, but the judgment of the County in fixing such amount shall be final and conclusive upon the parties hereto.

It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the County except as provided herein, nor shall the Contractor do any work or furnish any materials not covered by the Plans, Specifications, Special Provisions, and this Contract, unless such work is first ordered in writing, as provided in the Specifications. Any such work or materials which may be done or furnished by the Contractor without such written order first being given shall be at his own risk, cost and expense, and he hereby agrees that without such written order he will make no claim for compensation for work or materials so done or furnished.

It is further agreed, anything to the contrary herein notwithstanding, that the duly authorized representatives of the County are acting in their official capacity only, and do not undertake herein any personal liability or obligation of any kind or nature whatsoever for themselves, their agents, servants or employees.

SIGNATURES

Dated November 25, 2024

Towne & Country Excavating, LLC

Jeffrey J. Towne, President

Farmington Casualty Company

Surety

By Nicole Stillings Attorney in Fact

INDIVIDUAL AND CO-PARTNERSHIP ACKNOWLEDGMENT

STATE OF MINNESOTA

ss.

COUNTY OF _____

On this day of _____, _____, before me personally appeared _____

_____

to me known to be the person___ described in and who executed the foregoing bond, and acknowledged that ___he___ executed the same as _____ free act and deed.

(Notarial Seal)

_____

CORPORATE ACKNOWLEDGEMENT FOR CONTRACTOR

STATE OF MINNESOTA

ss.

COUNTY OF _____

On this _____ day of _____, _____, before me personally appeared _____

_____and_____

to me personally known, who being by me duly sworn, did say that they are respectively _____

_____and_____of _____,
a corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that said instrument was executed in behalf of the corporation by authority of its board of directors; and they acknowledged said instrument to be the free act and deed of the corporation.

(Notarial Seal)

_____

AFFIX HERE ACKNOWLEDGMENT OF CORPORATE SURETY

JUSTIFICATION FOR PERSONAL SURETIES

STATE OF MINNESOTA

ss.

COUNTY OF_____

_____and_____ being duly sworn, each says for h___self that ___he is one of the sureties named in the foregoing bond; that ___he is a resident and freeholder of and in the State of Minnesota, and is worth the sum set opposite h___ name over and above h___ debts and liabilities and exclusive of h___ property exempt from execution.

_____$_____

_____$_____

Subscribed and sworn to before me this _____day of _____, _____.

(Notarial Seal)

_____

Approved as to form and execution _____, _____.
(date)

_____
County Attorney

The within bond and the sureties thereon approved and bond filed _____, _____.
(date)

_____
County Treasurer

NOTICE TO PERSONAL SURETIES: Bond will not be accepted unless accompanied by a sworn financial statement of each of the sureties.

NOTICE TO CORPORATE SURETIES: This bond will not be accepted unless executed or countersigned by a Minnesota agent or attorney-in-fact whose name and address must be noted on page 6.

Attach corporate acknowledgment at top of this page.

Full Name of Surety Co. Farmington Casualty Company

Home Office Address One Tower Square, Hartford, CT 06183

Name of Attorney-in-Fact Nicole Stillings

Name of Local Agency Holmes, Murphy and Associates, LLC

Address of Local Agency 1601 Utica Ave. S., Suite 700, St. Louis Park, MN 55416

If this bond is executed outside the State of Minnesota, it must be countersigned on page 4 by a Minnesota Resident Agent of the Surety Co.

Name of Agent affixing Countersignature N/A

Address _____

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF Minnesota)

COUNTY OF Lyon)

On this 27th day of November, in the year 2024, before me personally appeared Jeffrey J. Towne, President of Towne & Country Excavating, LLC, known to me to be the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.

Gunner David Vlen
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan, 31 2025

Gunner David Vlen, Notary Public

My Commission Expires: Jan/31/2025

ACKNOWLEDGEMENT OF SURETY

STATE OF Wisconsin)

COUNTY OF Dane)

On this 25th day of November, in the year 2024, before me personally come(s) Nicole Stillings, Attorney-in-Fact of Farmington Casualty Company, with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of Farmington Casualty Company, the company described in and which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said Company, and that he/she signed said instrument as Attorney-in-Fact of the said Company by like order.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.

Kristine M. Becks, Notary Public

KRISTINE M. BECKS
NOTARY PUBLIC
STATE OF WISCONSIN

My Commission Expires: 06/30/2028

TRAVELERS

Farmington Casualty Company

POWER OF ATTORNEY

Farmington Casualty Company (the "Company"), a corporation duly organized under the laws of the State of Connecticut, does hereby make, constitute and appoint **Melinda C. Blodgett, R. C. Bowman, Tina L. Domask, Sarah Dragt, Sandra M. Engstrum, R. W. Frank, Ted R. Jorgensen, Joshua R. Loftis, Michelle M. Morrison, Brian J. Oestreich, Nicole Stillings, Rachel Thomas, Nathan C. Weaver, and Colby D. White** of **Minneapolis, Minnesota**, its true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Company has caused this instrument to be signed, and its corporate seal to be hereto affixed, this **4th** day of **March**, **2024.**

SEAL

State of Connecticut

By: Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **4th** day of **March**, **2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of the Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Company by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

ANNA P NOWIK NOTARY PUBLIC CONNECTICUT

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Board of Directors of the Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of the Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by the Company, which remains in full force and effect.

Dated this **25th** day of **November** , **2024** .

SEAL

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which the power is attached.

MURRAY COUNTY

REQUEST TO BE ON THE BOARD AGENDA (RBA)

Requested Board Date: 12/17/2024	**Item:** Approve final pay request with Midwest Contracting LLC
Originating Department: Highway	**Presenter:** Randy Groves
Requested Agenda Placement: Regular Agenda	**Amount of Time Needed:**
If requesting to expend funds, is the expenditure budgeted?	**Attending Meeting:** In Person

Board Action Requested

It was moved by _____ and seconded by _____ to approve the final pay request of $18,203.54 to Midwest Contracting LLC for project SAP 051-599-111.

Supporting Documents

1. Midwest Contracting Final Pay reques

Murray County Hwy Dept
1449 State Hwy 30 Slayton, MN
56172

Contract Number: 2403
Final Pay Request Number: 2

Project Number	Project Description
SAP 051-599-111	2024 Cameron Twp Bridge 51J71

Contractor:	Midwest Contracting, LLC 2948 271st Avenue Marshall, Mn 56258	**Vendor Number:** **Up To Date:**	2199 11/15/2024

Contract Amount		**Funds Encumbered**	
Original Contract	$365,801.85	Original	$365,801.85
Contract Changes	$0.00	Additional	N/A
Revised Contract	$365,801.85	Total	$365,801.85

Work Certified To Date	
Base Bid Items	$364,070.80
Contract Changes	$
Material On Hand	$0.00
Total	$364,070.80

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
$0.00	$364,070.80	$0.00	$345,867.26	$18,203.54	$364,070.80
	Percent: Retained: 0%			Percent Complete: 99.53%	

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract are as shown in this Final Voucher.

Approved By

County Engineer

Date

Approved By Midwest Contracting, LLC

Dennis L Anderson

Contractor Dennis Anderson, Vice President

December 5, 2024

Date

Project No.: SAP 051-599-111
Final Pay Request No.: 2
Contract No.: 2403

Certificate of Final Contract Acceptance
Final Voucher Number: 2

This is to certify that to the best of my knowledge, the items of work shown in the Statement of Work Certified herein have actually furnished in accordance with the Plans and Specifications. This Project has been completed in accordance with the Laws, Standards and Procedures of as they apply to projects in this category, and if applicable, approved by the Federal Highway Administration.

Dated _____ Signature _____ County Engineer

The undersigned Contractor hereby certifies that the work described has been performed in accordance with the terms of the Contract, and agrees that the Final Value of Work Certified on this Contract is $364,070.80 and agrees to the amount of $18,203.54 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor: Midwest Contracting, LLC

By _____
Dennis Anderson, Vice President

And _____ And _____

State of Minnesota County of Lyon

(Individual Acknowledgment)

On This 5th Day December, 2024, Before me appeared Dennis Anderson To me known to be the person who executed the foregoing Acceptance and Acknowledged that he/she executed the same as a free to act and deed.

(Corporate Acknowledgment)

_____ And _____, to me personally known, who, being each by me duly sworn, each did say that they are respectively the _____ and _____ of the

_____ Corporation named in the foregoing instrument, and that the seal affixed to said instrument is the Corporate Seal of said Corporation, and the said instrument was signed and sealed in behalf of said Corporation by authority of its

_____ and said _____ and _____

acknowledged said instrument to be the free act and deed of said Corporation.

Notarial Seal My Commission as Notary Public in Lyon County Expires January 31, 2027 Signature _____

LISA JEAN TOWNE
Notary Public-Minnesota
My Commission Expires Jan 31, 2027

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, the terms of the Contract is as shown in this Final Voucher.

This Contract is hereby accepted in accordance with the Specification 1516. Final acceptance of the Contract will be effective upon full Execution, by the Contractor and the Department, of the "Certificate of Final Acceptance" included with the Final Voucher.

Dated _____ Signature _____ District Engineer

Murray County Hwy Dept Hwy Dept
Certificate of Final Acceptance
Board Acknowledgment

Contract Number: 2403
Contractor: Midwest Contracting, LLC
Date Certified: 11/15/2024
Payment Number: 2

Whereas; Contract No. 2403 has in all things been completed, and the County Board being fully advised in the premises, now then be it resolved; that we do hereby accept said completed project for and in behalf of Murray County Hwy Dept and authorize final payment as specified herein.

County of Murray

State of Minnesota

I, _____, Murray County _____ within and for said county do hereby certify that the foregoing resolution is a true and correct copy of the resolution on file in my office.

Dated this _____ day of _____, 20___

At _____,

Signed By _____

Contract Payment Summary				
Payment Number	**Up To Date**	**Work Certified Per Request**	**Amount Retained Per Request**	**Amount Paid Per Request**
1	2024-10-23	$364,070.80	$18,203.54	$345,867.26
2	2024-11-15	$0.00	($18,203.54)	$18,203.54

Contract Funding Category Summary						
Funding Category Name	**Funding Category Number**	**Work Certified to Date**	**Less Amount Retained**	**Less Previous Payments**	**Amount Paid this Request**	**Total Amount Paid to Date**
Non-Participating		$17,665.80	$0.00	$16,782.51	$883.29	$17,665.80
Participating		$346,405.00	$0.00	$329,084.75	$17,320.25	$346,405.00

Project Payment Summary					
Project	**Payment Number**	**Up To Date**	**Work Certified Per Request**	**Amount Retained Per Request**	**Amount Paid Per Request**
SAP 051-599-111	1	2024-10-23	$364,070.80	$18,203.54	$345,867.26
SAP 051-599-111	2	2024-11-15	$0.00	($18,203.54)	$18,203.54

Project Funding Source Summary					
Project	**Funding Source Name**	**Amount Paid this Request**	**Revised Contract Amount**	**Funds Encumbered to Date**	**Paid Contractor to Date**
SAP 051-599-111	Cameron Twp	$500.00	$10,000.00	$10,000.00	$10,000.00
SAP 051-599-111	Town Bridge	$17,703.54	$355,801.85	$355,801.85	$354,070.80

Contract Item Status

Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 051-599-111	1	2118.509	AGGREGATE SURFACING CL 5	TON	$13.00	240	0	$0.00	151	$1,963.00
SAP 051-599-111	2	2412.502	16'X10' TYPE I PRECAST CONC BOX CULV END	EACH	$26,350.00	4	0	$0.00	4	$105,400.00
SAP 051-599-111	3	2412.503	16'x10' PRECAST CONCRETE BOX CULV, CL II	LIN FT	$2,250.00	94	0	$0.00	94	$211,500.00
SAP 051-599-111	4	2442.501	REMOVE EXISTING BRIDGE	LUMP SUM	$6,500.00	1	0	$0.00	1	$6,500.00
SAP 051-599-111	5	2451.507	AGGREGATE BACKFILL (LV)	CU YD	$15.00	1270	0	$0.00	1100	$16,500.00
SAP 051-599-111	6	2451.607	ROCK BEDDING (CV)	CU YD	$53.00	160	0	$0.00	160	$8,480.00
SAP 051-599-111	7	2511.509	RANDOM RIP RAP CL III	TON	$50.00	155	0	$0.00	149	$7,450.00
SAP 051-599-111	8	2573.503	SEDIMENT CONTROL LOG, TYPE COMPOST	LIN FT	$3.00	80	0	$0.00	80	$240.00
SAP 051-599-111	9	2574.508	FERTILIZER TYPE 3	POUND	$1.00	123	0	$0.00	200	$200.00
SAP 051-599-111	10	2575.504	ROLLED EROSION PREVENTION CATEGORY 25	SQ YD	$1.70	1703	0	$0.00	2764	$4,698.80
SAP 051-599-111	11	2575.505	SEEDING	ACRE	$1,700.00	0.35	0	$0.00	0.57	$969.00
SAP 051-599-111	12	2575.508	SEED MIXTURE 25-141	POUND	$4.25	35	0	$0.00	40	$170.00
Base Bid Totals:								**$0.00**		**$364,070.80**

Project Category Totals

Project	Category	Amount This Request	Amount To Date
SAP 051-599-111	51J71	$0.00	$364,070.80

Contract Change Item Status

Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Contract Change Totals:										**$**		**$**

Contract Total	**$364,070.80**

Contract Change Totals

Number	Description	Amount This Request	Amount To Date

Material On Hand Additions

Line	Item	Description	Date	Added	Comments

Material On Hand Balance

Line	Item	Description	Date	Added	Used	Remaining
			Total			

MURRAY COUNTY

REQUEST TO BE ON THE BOARD AGENDA (RBA)

Requested Board Date: 12/17/2024	**Item:** Purchase request for hydraulic hose making equipment
Originating Department: Highway	**Presenter:** Randy Groves
Requested Agenda Placement: Regular Agenda	**Amount of Time Needed:**
If requesting to expend funds, is the expenditure budgeted? 10-340-6480	**Attending Meeting:** In Person

Board Action Requested

It was moved by _____ and seconded by _____ to purchase hydraulic hose making equipment and fittings from Auto Value Slayton for the approved quote of $13,496.70

Supporting Documents

1. Hose Making Equip and fittings quote

AUTO VALUE SLAYTON
2795 20TH STREET
PO BOX 231
SLAYTON, MN 56172
(507)836-8545
SLAYTON@AUTOVALUELINK.COM

QUOTE

Good thru Dec 6th

INVOICE #	QUOTE
SHIP DATE	11/21/2024
SHIP TIME	12:30 PM
ORDER DATE	11/21/2024
REF #	69699
SELLER	802001
ACCT #	80200181
PO#	

SLSMN: 802001

BILL TO
MURRAY CO. HIGHWAY DEPT.
1449 ST. HWY 30
SLAYTON, MN 56172

TO Phone: (507)836-6327

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MURRAY CO. HIGHWAY DEPT.
1449 ST. HWY 30
SLAYTON, MN 56172

TO Phone: (507)836-6327

QTY	MFG	PART NUMBER	DESCRIPTION	CORE	LIST	SELL	EXTENDED	TAX
5	GAT	G25100-0402	MALE PIPE (NPTF - 30		16.94	7.33	36.65	N/N
5	GAT	G25100-0404	MALE PIPE (NPTF - 30		16.07	6.49	32.45	N/N
5	GAT	G25100-0406	MALE PIPE (NPTF - 30		17.67	7.18	35.90	N/N
2	GAT	G25100-0408	MALE PIPE (NPTF - 30		21.29	8.96	17.92	N/N
5	GAT	G25100-0604	MALE PIPE (NPTF - 30		19.84	8.11	40.55	N/N
5	GAT	G25100-0606	MALE PIPE (NPTF - 30		17.67	7.26	36.30	N/N
5	GAT	G25100-0806	MALE PIPE (NPTF - 30		22.30	9.18	45.90	N/N
5	GAT	G25100-0808	MALE PIPE (NPTF - 30		19.99	8.29	41.45	N/N
5	GAT	G25100-0812	MALE PIPE (NPTF - 30		28.54	11.95	59.75	N/N
2	GAT	G25100-1208	MALE PIPE (NPTF - 30		38.25	16.44	32.88	N/N
5	GAT	G25100-1212	MALE PIPE (NPTF - 30		35.35	15.01	75.05	N/N
2	GAT	G25100-1216	MALE PIPE (NPTF - 30		44.19	20.01	40.02	(Y)Y N
2	GAT	G25105-0402	MALE PIPE SWIVEL (NP		41.14	17.64	35.28	N/N
5	GAT	G25105-0404	MALE PIPE SWIVEL (NP		31.00	14.00	70.00	N/N
2	GAT	G25105-0406	MALE PIPE SWIVEL (NP		35.20	14.86	29.72	N/N
5	GAT	G25105-0604	MALE PIPE SWIVEL (NP		38.54	16.40	82.00	N/N
5	GAT	G25105-0606	MALE PIPE SWIVEL (NP		35.20	14.86	74.30	N/N
5	GAT	G25105-0608	MALE PIPE SWIVEL (NP		39.55	16.89	84.45	N/N
2	GAT	G25105-0806	MALE PIPE SWIVEL (NP		47.09	20.13	40.26	N/N
5	GAT	G25105-0808	MALE PIPE SWIVEL (NP		39.99	17.06	85.30	N/N
2	GAT	G25105-1212	MALE PIPE SWIVEL (NP		67.81	29.23	58.46	N/N
2	GAT	G25106-0606	MALE PIPE SWIVEL - 9		69.12	29.69	59.38	N/N
2	GAT	G25106-0808	MALE PIPE SWIVEL - 9		70.86	30.48	60.96	N/N
2	GAT	G25110-0402	FEMALE PIPE (NPTF -		30.71	13.04	26.08	N/N
2	GAT	G25110-0404	FEMALE PIPE (NPTF -		27.52	11.53	23.06	N/N
5	GAT	G25110-0606	FEMALE PIPE (NPTF -		23.32	9.79	48.95	N/N
5	GAT	G25110-0808	FEMALE PIPE (NPTF -		31.72	13.49	67.45	N/N
2	GAT	G25111-0404	FEMALE PIPE SWIVEL (		33.17	14.11	28.22	N/N
5	GAT	G25111-0606	FEMALE PIPE SWIVEL (		45.35	19.38	96.90	N/N
2	GAT	G25111-0808	FEMALE PIPE SWIVEL (		49.26	21.18	42.36	N/N
2	GAT	G25120-0404	MALE O-RING BOSS		24.19	10.23	20.46	N/N
2	GAT	G25120-0406	MALE O-RING BOSS		28.83	12.33	24.66	N/N
2	GAT	G25120-0606	MALE O-RING BOSS		24.48	10.19	20.38	N/N
2	GAT	G25120-0608	MALE O-RING BOSS		26.65	11.21	22.42	N/N
2	GAT	G25120-0808	MALE O-RING BOSS		30.42	12.89	25.78	N/N
2	GAT	G25120-0810	MALE O-RING BOSS		31.72	13.54	27.08	N/N
2	GAT	G25120-1212	MALE O-RING BOSS		45.78	19.78	39.56	N/N
2	GAT	G25121-0608	MALE O-RING BOSS SWI		41.43	17.66	35.32	N/N
2	GAT	G25121-0808	MALE O-RING BOSS SWI		40.86	17.25	34.50	N/N
2	GAT	G25123-0608	MALE O-RING BOSS SWI		78.25	33.96	67.92	N/N
2	GAT	G25123-0810	MALE O-RING BOSS SWI		82.59	35.60	71.20	N/N
2	GAT	G25165-0404	MALE JIC 37 FLARE		19.55	8.08	16.16	N/N
2	GAT	G25165-0406	MALE JIC 37 FLARE		22.74	9.55	19.10	N/N
2	GAT	G25165-0606	MALE JIC 37 FLARE		22.59	9.34	18.68	N/N
2	GAT	G25165-0608	MALE JIC 37 FLARE		25.20	10.56	21.12	N/N
4	GAT	G25165-0808	MALE JIC 37 FLARE		25.93	10.80	43.20	N/N

CONTINUED



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2795 20TH STREET
PO BOX 231
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(507)836-8545
SLAYTON@AUTOVALUELINK.COM

QUOTE

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QTY	MFG	PART NUMBER	DESCRIPTION	CORE	LIST	SELL	EXTENDED	TAX P I C
2	GAT	G25165-0810	MALE JIC 37 FLARE		30.13	12.66	25.32	N/N
2	GAT	G25165-1212	MALE JIC 37 FLARE		39.12	16.56	33.12	N/N
5	GAT	G25170-0404	FEMALE JIC 37 FLARE		17.96	7.43	37.15	N/N
2	GAT	G25170-0405	FEMALE JIC 37 FLARE		20.57	8.66	17.32	N/N
5	GAT	G25170-0406	FEMALE JIC 37 FLARE		21.58	9.11	45.55	N/N
2	GAT	G25170-0604	FEMALE JIC 37 FLARE		39.55	16.84	33.68	N/N
6	GAT	G25170-0606	FEMALE JIC 37 FLARE		20.71	8.71	52.26	N/N
6	GAT	G25170-0608	FEMALE JIC 37 FLARE		23.90	10.03	60.18	N/N
2	GAT	G25170-0610	FEMALE JIC 37 FLARE		31.29	13.19	26.38	N/N
2	GAT	G25170-0806	FEMALE JIC 37 FLARE		37.96	16.20	32.40	N/N
6	GAT	G25170-0808	FEMALE JIC 37 FLARE		27.09	11.28	67.68	N/N
6	GAT	G25170-0810	FEMALE JIC 37 FLARE		30.71	12.96	77.76	N/N
2	GAT	G25170-0812	FEMALE JIC 37 FLARE		39.70	16.86	33.72	N/N
6	GAT	G25170-1212	FEMALE JIC 37 FLARE		43.75	18.85	113.10	N/N
2	GAT	G25170-1216	FEMALE JIC 37 FLARE		52.59	22.59	45.18	N/N
2	GAT	G25174-0808	FEMALE JIC 37 FLARE		60.42	25.96	51.92	N/N
2	GAT	G25175-0404	FEMALE JIC 37 FLARE		49.26	21.09	42.18	N/N
2	GAT	G25175-0406	FEMALE JIC 37 FLARE		62.74	27.00	54.00	N/N
2	GAT	G25175-0606	FEMALE JIC 37 FLARE		51.72	22.18	44.36	N/N
2	GAT	G25175-0608	FEMALE JIC 37 FLARE		60.28	25.88	51.76	N/N
2	GAT	G25170-0810	FEMALE JIC 37 FLARE		30.71	12.96	25.92	N/N
2	GAT	G25175-1212	FEMALE JIC 37 FLARE		109.99	47.58	95.16	N/N
2	GAT	G25179-0404	FEMALE JIC 37 FLARE		42.88	18.26	36.52	N/N
2	GAT	G25179-0406	FEMALE JIC 37 FLARE		50.86	21.76	43.52	N/N
4	GAT	G25179-0606	FEMALE JIC 37 FLARE		47.38	20.25	81.00	N/N
2	GAT	G25179-0608	FEMALE JIC 37 FLARE		55.35	23.54	47.08	N/N
4	GAT	G25179-0808	FEMALE JIC 37 FLARE		56.94	24.50	98.00	N/N
2	GAT	G25179-0810	FEMALE JIC 37 FLARE		74.04	32.03	64.06	N/N
2	GAT	G25179-1212	FEMALE JIC 37 FLARE		97.67	42.24	84.48	N/N
2	GAT	G25180-0404	FEMALE JIC 37 FLARE		48.68	20.84	41.68	N/N
2	GAT	G25180-0606	FEMALE JIC 37 FLARE		56.22	24.10	48.20	N/N
2	GAT	G25180-0808	FEMALE JIC 37 FLARE		64.62	27.79	55.58	N/N
2	GAT	G25180-0810	FEMALE JIC 37 FLARE		77.38	33.28	66.56	N/N
2	GAT	G25180-1212	FEMALE JIC 37 FLARE		111.43	48.24	96.48	N/N
2	GAT	G25181-0606	FEMALE JIC 37 FLARE		61.72	26.58	53.16	N/N
2	GAT	G25181-0808	FEMALE JIC 37 FLARE		68.54	29.51	59.02	N/N
2	GAT	G25225-0606	MALE FLAT-FACE O-RIN		28.10	12.00	24.00	N/N
2	GAT	G25225-0808	MALE FLAT-FACE O-RIN		32.30	13.70	27.40	N/N
6	GAT	G25230-0404	FEMALE FLAT-FACE O-R		22.45	9.21	55.26	N/N
2	GAT	G25230-0406	FEMALE FLAT-FACE O-R		24.48	10.40	20.80	N/N
6	GAT	G25230-0606	FEMALE FLAT-FACE O-R		24.77	10.48	62.88	N/N
2	GAT	G25230-0608	FEMALE FLAT-FACE O-R		27.96	11.85	23.70	N/N
6	GAT	G25230-0808	FEMALE FLAT-FACE O-R		32.16	13.66	81.96	N/N
2	GAT	G25230-0810	FEMALE FLAT-FACE O-R		45.49	19.54	39.08	N/N
2	GAT	G25230-1212	FEMALE FLAT-FACE O-R		52.88	22.49	44.98	N/N
2	GAT	G25235-0606	FEMALE FLAT-FACE O-R		57.96	25.04	50.08	N/N

CONTINUED

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QTY	MFG	PART NUMBER	DESCRIPTION	CORE	LIST	SELL	EXTENDED	TAX F	TAX C
2	GAT	G25235-0608	FEMALE FLAT-FACE O-R		67.23	28.98	57.96	N	N
2	GAT	G25235-0808	FEMALE FLAT-FACE O-R		70.86	30.48	60.96	N	N
2	GAT	G25239-0404	FEMALE FLAT-FACE O-R		47.67	20.31	40.62	N	N
2	GAT	G25239-0406	FEMALE FLAT-FACE O-R		54.19	23.25	46.50	N	N
2	GAT	G25239-0606	FEMALE FLAT-FACE O-R		53.17	22.73	45.46	N	N
2	GAT	G25239-0808	FEMALE FLAT-FACE O-R		64.19	27.61	55.22	N	N
2	GAT	G25239-1212	FEMALE FLAT-FACE O-R		109.70	47.33	94.66	N	N
2	GAT	G25240-0808	FEMALE FLAT-FACE O-R		74.33	32.13	64.26	N	N
1800	GAT	70382	HYDRAULIC HOSE		1.12	0.46	828.00	N	N
1200	GAT	70348	HYDRAULIC HOSE		1.10	0.55	660.00	N	N
1200	GAT	70354	HYDRAULIC HOSE		1.42	0.61	732.00	N	N
600	GAT	70355	HYDRAULIC HOSE		2.12	1.13	678.00	N	N
1	GAT	77700	POWER CRIMP 707 CRIM		5048.39	2382.54	2382.54	N	N
1	GAT	77810	115V, 1 H.P., 60 CYC		2252.30	1062.77	1062.77	N	N
1	GAT	78943	DIE SET - POWER CRIM		491.58	231.87	231.87	N	N
1	GAT	78944	DIE SET - POWER CRIM		491.58	231.87	231.87	N	N
1	GAT	78933	DIE SET - POWER CRIM		491.58	231.87	231.87	N	N
1	GAT	78935	DIE SET - POWER CRIM		491.58	231.87	231.87	N	N
1	GAT	78736	HYDRAULIC		562.59	265.36	265.36	N	N
1	MLW	6177-20 - corded - order	SAW ABRASIVE CUT-OFF		464.91	307.89	307.89	N	N
1	MLW	2990-21HD - Battery warehouse	M18 FUEL 14 ABRASIVE		1247.67	799.95	799.95	N	N

3. Free Cabinets

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PARTS	13496.70
CORE	0.00
FREIGHT	0.00
LABOR	0.00
FEES	0.00
TAX	~~2.75~~
	13,496.70
TOTAL	~~13499.45~~

MURRAY COUNTY

REQUEST TO BE ON THE BOARD AGENDA (RBA)

Requested Board Date: 12/17/2024	**Item:** Murray County Policy Manual
Originating Department: Administration	**Presenter:** Carolyn McDonald
Requested Agenda Placement: Regular Agenda	**Amount of Time Needed:**
If requesting to expend funds, is the expenditure budgeted?	**Attending Meeting:** In Person

Board Action Requested

Supporting Documents

1. MC Policy to Board- Final



Employee Policy Manual

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Section I – Introduction

The mission of Murray County is to provide public service by linking county resources with county and community needs.

1.1 Organization and Authority

A) The purpose of this handbook is to:

1. Assist employees by explaining county rules, policies, and benefits;
2. Set forth the general administrative rules, policies and procedures of Murray County
3. Provide a consistent and comprehensive method to address employment related situations and issues;
4. Communicate employer expectations to the employee;
5. Comply with the laws of the State of Minnesota and the United States Government.

B) The provisions in these policies apply to all individuals employed by Murray County regardless of hours scheduled to work or length of employment EXCEPT:

1. Union employees covered in a collective bargaining agreement. In instances when the collective bargaining agreement is silent, the personnel policies will apply;
2. Employees under an employment contract or agreement. In instances when the employment contract or agreement is silent, the personnel policies will apply;
3. Independent Contractors;
4. Elected Officials unless specifically included.

C) The material in this manual is not exhaustive. Although Murray County has attempted to cover matters of general applicability to employees, it recognizes that the manual does not cover every situation that may arise from day to day. Murray County reserves the right to make changes at any time, with or without notice, and to interpret these policies and procedures at its sole discretion.

D) Departments may establish working rules unique to the delivery of the service it provides or procedures to cover unique circumstances. All rules and procedures must not conflict with the Employee Policy Manual or applicable law.

1.2 Disclaimers

The most current policy manual is located in HRConnection or in the Human Resources Office.

A) This handbook does not create a contract, expressed or implied.

B) The County Board and its management staff retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structures; to select, direct and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by current collective bargaining agreements, these regulations, and County Board resolutions.

C) No rule, policy, procedure, or provision in this manual is intended to be created, nor are they to be interpreted to create a contract between Murray County and any employee. Murray County is an “at will” employer and as such employment is not for a fixed term or definite period and may be terminated at the will of either party, with or without cause, and without prior notice. No supervisor or other representative of the company except the Board of Commissioners has the authority to enter into any agreement for employment for any specified period, or to make any agreement contrary to the above. Nothing contained in the manual may be construed as creating a promise of future benefits or a binding contract with the county for benefits or for any other purpose. This handbook does not guarantee employment for any definite period.

D) This handbook supersedes any previous handbook, policy manual, or unwritten policies. Policies and procedures adopted in this handbook are not applied retroactively. Employees are required to familiarize themselves with the policies contained in this manual. Questions regarding the interpretation or application of the policies should be directed to your supervisor or in consultation with the Human Resources Director.

E) Oral agreements that contradict statements in this handbook are not enforceable.

F) The County Board may modify, add, or revoke policies at any time. Any term and condition of employment not specifically established or modified by this Employee Policy Manual shall remain solely within the discretion of the County Board to modify, establish, or eliminate. Employees will be notified when changes become effective per Board approval.

G) If any of these policies is held invalid by judicial or legislative action, the remaining policies shall not be affected.

1.3 Indemnification Policy

A) In accordance with Minn. Stat. §466.01-466.15, the County hereby declares its intent to defend and save harmless and indemnify any of its officers or employees, whether elective or appointive, for damages, including punitive damages, claimed or levied against the officer or employee, provided that the officer or employee: (1) was acting in the performance of the duties of the position; and (2) was not guilty of malfeasance in office, willful neglect of duty, or bad faith.

1.4 Declaration of Affirmative Action

A) Murray County will comply with all applicable equal opportunity and nondiscrimination guidelines without regard to race, color, religion, gender, national origin, creed, age, disability, familial or marital status, sexual orientation, membership or activity in a local commission or status with regard to public assistance, except where authorized by law. The County Board requires each employee to cooperate fully to achieve this goal and personally stand behind this principle.

B) As an equal opportunity employer, Murray County:

1. Recruits, hires, trains, and promotes persons in all job classifications without regard to protected-class status.
2. Bases employment decisions on criteria consistent with the principle of equal employment opportunity.
3. Ensures that promotion decisions are in accord with principles of equal employment opportunity by imposing only valid requirements for promotional opportunities.
4. Ensures that all personnel actions (including but not limited to compensation, benefits, transfers, layoffs, return from layoff, County-sponsored training, education, tuition assistance and related programs) are administered without regard to protected-class status.
5. Provides a complaint mechanism for any County employee, officer, service recipient or applicant for employment who believes they have been the victim of illegal discrimination or sexual harassment.

1.5 Policy Objection Procedure

County Administration includes Human Resources, County Administrator, and County Chair and Vice Chair.

A) Employees are strongly encouraged to bring forward their concerns to their supervisor on an informal basis to make formal objections unnecessary.

B) This policy does not apply to situations covered by a collective bargaining agreement. Employees covered under a collective bargaining agreement shall follow the agreement's procedures except in instances where the agreement

is silent. Issues which have previously been settled under the provisions of a collective bargaining agreement or have otherwise been accorded a full hearing shall not be re-evaluated by County management.

C) A formal objection shall not be valid for consideration unless submitted in writing to the County Administration setting forth the facts, the specific provision of the policy allegedly violated, and the relief sought.

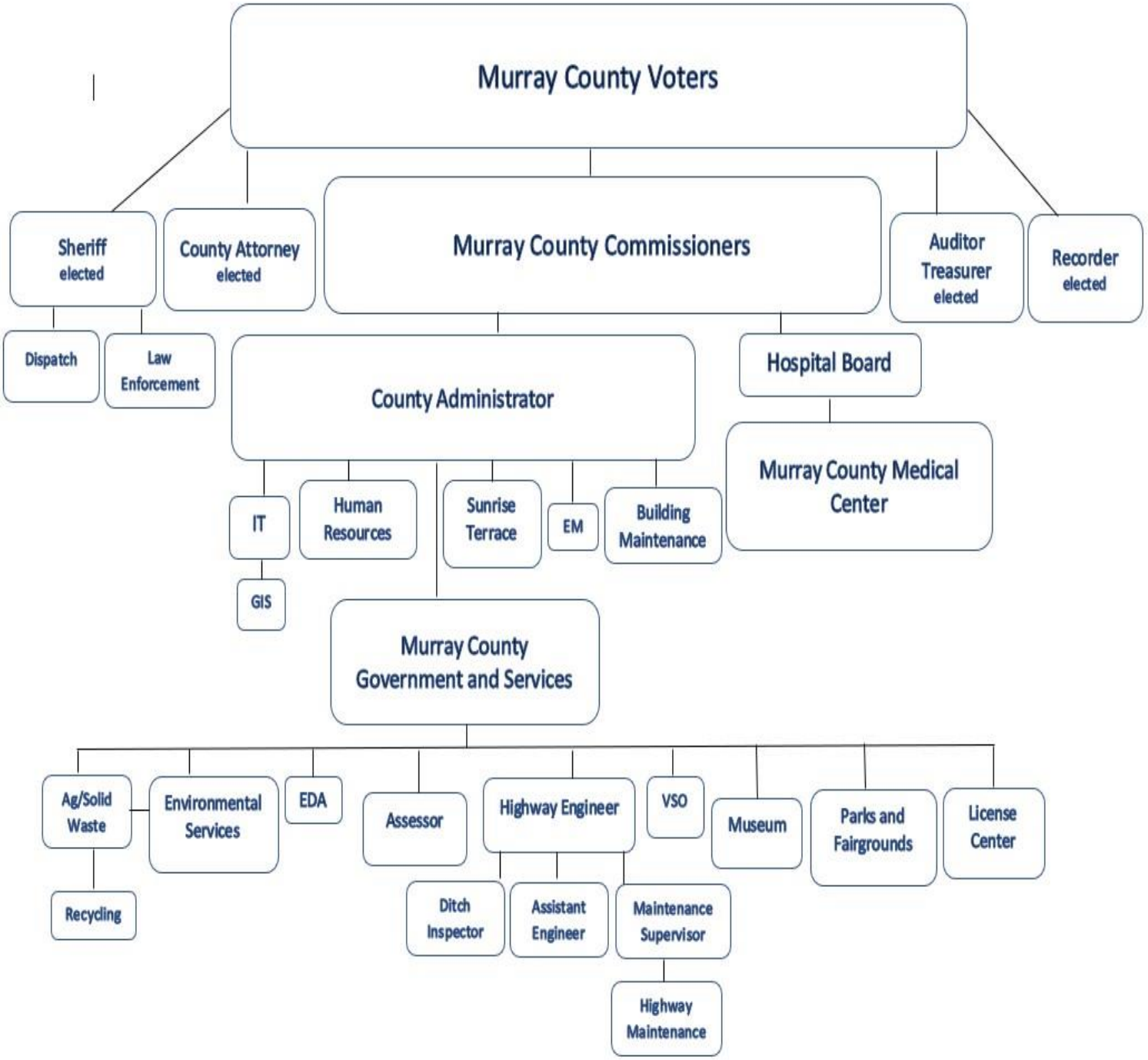
D) Formal concerns or objections involving issues within the scope of this policy manual may be raised and addressed through the Policy Objection Procedure:

1. An employee who feels the policies and procedures described in this manual have been misapplied or against current state and federal law may initiate a formal complaint within 10 working days of the alleged misapplication by presenting a completed Policy Objection Form to Human Resources. Such objection must identify the section(s) of the manual which is of concern or objection and the remedy the employee is seeking.
2. Within 10 working days upon receipt of the Policy Objection Form, and following consultation with the department head, the County Attorney, and Personnel Committee, the County Administrator will provide the employee with a written response to the issue identified in the Policy Objection Form.

E) Findings and reports of County Administration may be submitted to the County Board for consideration and action as deemed appropriate by the County Board. The findings of County Administration and the County Board are final and binding, subject to state or federal regulations provided by law.

1.6 Organizational Structure

Murray County has adopted the County Administrator Plan as provided by Minn. Stat. §375A.06.



1.7 Data Practices Policy

In accordance with the Minnesota Government Data Privacy Act, Minn. Stat. § 13.04, Subd.2, Murray County is required to inform employee their rights as it pertains to private information collected.

1.7.1 Employee Data

A)The data Murray County collects or has collected from employees or from other sources authorized by the employee is needed for one or more of these purposes; pension plans, health and life and other insurance benefits, flexible benefit plans, job performance, emergency contacts, wages and financial reimbursement, investigations, to compile equal opportunity and affirmative action reports, leave eligibility and workplace accommodations, or other sources as required for the administration of human resource and payroll issues.

B) Employees have the right to refuse to supply the information requested; however, without the required information, the County may be unable to provide a particular service or fulfill the requirements of a mandated program. Private information we collect on employees may be shared, as a matter of program or service necessity, with the following partial list of agencies or individuals: PERA, MN Dept. of Economic Security, Social Security Administration, insurance agencies for the administration of insurance policies or other agencies as mandated.

C) Information will not be given to any other agency or individual without the employee's written consent unless specifically authorized by state or federal law, or under a valid court order. Unless otherwise authorized by law, government agencies with which we share private or confidential information must also treat the information they receive as private or confidential.

D) All county employees, as the subject of collected data, unless otherwise specified by law or court order, may view the information Human Resources has concerning the employee and may make written comments as to the accuracy of the information. The Government Data Practices Act allows Murray County to charge for copies. Employees have the right to look at data, free of charge, before deciding to request copies. All information on employees will be kept until federal, state and/or county retention requirements have been met, at which time the information will be destroyed. Contact Human Resources if you desire to view or access your personnel data. The full Murray County Data Practices Policy request forms, and data retention schedule can be found on the county website.

1.7.2 Wage Disclosure Protection

Murray County values confidentiality, discretion and mutual respect as do all county employees. In compliance with Minn. Stat. §181.172 and other state and federal law, the county enforces the following:

A) Murray County cannot require nondisclosure by an employee of his/her wages as a condition of employment or require an employee to sign a waiver or any other document that implies to deny an employee the right to disclose their wages. Murray County cannot take any adverse employment action or retaliate against an employee for disclosing their own wages or discussing another employee's wages that have been disclosed voluntarily.

B) An employee may bring a civil action against the County for a violation of the above. A court may order reinstatement, back pay, restoration of lost service credit and the expungement of any related adverse records of an employee who was the subject of any such violation.

Section II – Code of Conduct

2.1 Conflict of Interest

This section also applies to Elected Officials.

Definition: "A situation where an individual has a direct personal, material, or financial interest in the outcome of an action or decision." Employees and County Officials must comply with the conflict of interest provisions of Minn. Stat. §382.18: prohibiting interest in contracts, and Minn. Stat. §10A.07: regulating conflict of interest.

Definition: "County Officials" are defined as elected officials and County Board appointed citizen board members.

A) Employees and County Officials must carry out official duties in a manner which avoids both actual conflicts of interest and the appearance of conflicts of interest to maintain public confidence in County government.

B) Employees and County Officials should regularly monitor their own conduct to be alert to the possibility of actual or apparent conflicts of interest. When in doubt, employees and Officials should err on the side of assuming that a conflict exists. Employees and Officials should remove themselves from situations in which they would have to act or decide where they have an actual conflict of interest.

C) Employees and County Officials must not use private data acquired because of official duties to further their private interests.

D) Employees and County Officials must not use or attempt to use their official position to secure benefits or privileges for themselves or their families, friends or acquaintances which are different from those available to the public.

E) All employees and County Officials are required to sign the Conflict-of-Interest Form on an annual basis. The Department Head, County Administration, and/or County Board will have the responsibility to take appropriate action in the event an employee engages in any activity or other employment, which is deemed a potential conflict of interest.

2.2 Gifts

This section also applies to Elected Officials.

A) County employees and representatives must comply with statutory gift laws. "Gift" means money, real or personal property, a service, a loan, a forbearance or forgiveness of indebtedness, or a promise of future employment, that is given and received without the giver receiving consideration of equal or greater value in return (Minn. Stat. *§10A.071*; Minn. Stat. *§ 471.895*).

B) Minnesota Statutes section 10A.071 prohibits public and local officials from receiving gifts from a lobbyist or principal (generally defined as an individual or entity that engages or authorizes expenditure of funds on a lobbyist). A "local official" for purposes of this statute means a person who is appointed to or employed in a public position in a political subdivision that has authority to make, to recommend, or to vote on as a member of the governing body, major decisions regarding the expenditure or investment of public money. A public official includes county commissioners. (Minn. Stat. *§10A.01*).
Similarly, statute prohibits an elected or appointed county official from accepting a gift from an individual or association that has a direct financial interest in a decision that the official is authorized to make.

C) Statutory prohibitions regarding receipt of gifts are subject to exceptions. The following are examples of exceptions:

1. Services to assist an official in performing official duties, such as providing advice, consultation, and communication in connection with legislation and services to constituents;
2. A plaque or similar memento recognizing individual services in a field of specialty or to a chartable cause;
3. Services of insignificant monetary value;
4. A trinket or memento costing $5 or less;
5. Informational material of unexceptional value;
6. Food or beverage given at a reception, meal or meeting away from the recipient's place of work by an organization before whom the recipient appears to make a speech or answer questions as part of a program.

2.3 Political Activities

This section also applies to Elected Officials.

A) Employees have the right to express their views as members of the public, to pursue involvement in the political system, become candidates in nonpartisan elections and become candidates in partisan elections.

B) In accordance with the Federal Hatch Act and Minnesota Law, employees whose principal employment is in connection with an activity which is financed in whole or in part by federal loans or grants are prohibited from:

1. Using official authority or influence for the purpose of interfering with or affecting the result of an election or nomination for office; and
2. Running for or accepting appointment to a partisan office without first resigning from county employment or obtaining a personal leave of absence under Minn. Stat. §3.088.
   (Elected Department Heads and County Commissioners are not subject to these limitations)

C) Employees may support candidates for federal, state, county, or other local office by working on behalf of such candidates outside of work hours.

D) Employees who are candidates, as defined in Minn. Stat. §211A.01, for elected or appointed office must inform their supervisor of the candidacy to enable the county to alter work assignments if necessary to avoid real or apparent conflicts of interest. If the County Board determines that there is a conflict of interest between an employee's job duties and candidacy, the county may require that the employee take an unpaid leave of absence during the period of the candidacy for an elected office.

E) Employees who are candidates for elected office may not campaign, exert pressure or use authority in the workplace on coworkers or members of the public to support their campaigns, join a political party, to make contribution, or to take part in any political activity.

2.4 Outside Employment

A) Full time or benefit eligible employees may engage in outside employment if the following conditions are maintained:

1. Employees provide written notification of outside employment to their Department Head.
2. Outside employment does not constitute a conflict of interest with county employment.
3. The hours of outside employment do not interfere with the hours required by the county.
4. No work relating to the employees outside employment is performed during county work hours.

B) If Murray County determines that an employee's outside work conflicts or interferes with work performance, or the ability to meet the workload and scheduling requirements of Murray County, the employee may be asked to cease outside employment.

2.5 Personal Appearance and Professional Conduct

Murray County employees are expected to exhibit a professional appearance while on work time. Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the professional image Murray County presents to customers and visitors. All apparel must also meet work safety and OSHA standards. Hair and clothing should be clean and neat. Good personal hygiene habits must be maintained. Dress is to be appropriate for the business at hand or meeting attended.

A) During business hours or when representing Murray County, employees are expected to present a clean, neat, and appropriate appearance. Grooming and dress shall be according to the requirements of the position. In all cases dress should not be excessively revealing, suggestive, or provocative.

B) Supervisors are responsible for establishing a reasonable dress code appropriate to the job performed. If a supervisor feels personal appearance is inappropriate, the employee may be asked to leave the workplace until properly dressed or groomed. Under such circumstances, employees will not be compensated for the time away from work. Consult your supervisor if you have questions as to what constitutes appropriate appearance.

D) The following are examples of personal appearance guidelines:

1. Footwear must be appropriate for the job.
2. Low cut tops, or shorts (shorts may be approved by the Museum Coordinator for End O Line Park) are inappropriate attire.
3. Hairstyles (including facial hair) are expected to be neat.
4. Excessive makeup is not permitted.
5. Offensive body odor and poor personal hygiene is not permitted.
6. Perfume, cologne, and aftershave lotion should be used moderately or avoided altogether, as some individuals may be sensitive to strong fragrances.
7. Jewelry should be appropriate for the job. Facial piercings (eyebrow rings, nose rings, lip rings, tongue studs, etc.) and torso body piercings that are visible or can be seen through clothing is not professionally appropriate and must not be worn during business hours.

E) Employees should discuss accommodations associated with religion, ethnicity, or disability with their supervisor.

2.6 Privacy and Personal Property

A) Employees and officials of the County shall have no expectation of privacy in their offices, desks, voicemail systems, e-mail, County owned or leased vehicles, computer records, or other property under the ownership, lease or control of the County.

B) The County shall be free to conduct investigations and searches and to enter into all County buildings and offices, desks, file cabinets, files and other property, including personal property on County premises as it shall see fit, without advance notice or consent of the employee or agent.

C) If an employee chooses to have personal items at their work site such as photos, mementos, etc., they do so with the understanding that it is at their own risk. The County will be held harmless from any claims resulting from damage, theft or other type of injury that may occur to such personal property.

2.6 Solicitations, Collections, Donations

It is the policy of Murray County that solicitations, collections, and donations may not disrupt or interfere with the primary work purpose of the organization. Such activities should take place in non-work areas and during non-work times.

A) Employees may not interfere with other employees during working hours for the purpose of distributing any form of non-work-related literature, whether it be political, charitable, religious, etc. Collections by employees for gifts, flowers, etc. must not conflict with the primary purpose of work or interrupt work duties.

B) Solicitations by employees for charitable, civic, or youth organizations are allowed so long as they do not interfere with other employees or work duties. Such solicitation should be in non-work areas and during non-work time (breaks).

C) The County Board may approve allowing sponsorship or endorsement of certain fundraising activities for nonprofit agencies, which are consistent with the purpose of the County. Examples may include the Relay for Life (American Cancer Society).

2.7 Media Requests

A) Employees contacted by the media outside of their general work obligations shall refer requests for information and/or interviews to the County Administrator.

B) Department Heads or supervisors contacted by the media to provide a statement regarding general work obligations may provide such statements in the interest of public safety. (For example, the Sheriff or Emergency Manager may be asked to give a statement on a time sensitive emergency or safety situation). In the event where such public comment would be out of the normal work obligations, media requests shall be referred to the County Administrator.

2.8 Use of County Property

Private or personal uses of County property, equipment, and tools are prohibited. This section also applies to Elected Officials.

1. County property, facilities, tools, and equipment may not be used at any time for personal use.
2. County property and facilities shall not be used to store personal property.

Section III – Employment Status

The county maintains an employee categorization system to establish qualifications for employee benefits, determine hiring policies, and to comply with the Federal Fair Labor Standards Act (FLSA).

3.1 Employees

A) Employees are people whose work and compensation are provided by the county.

B) The county pays the employer portion of social security, PERA, unemployment compensation and workers' compensation taxes and withholds from paychecks the state and federal income taxes of employees.

3.2 Regular Employees

A) Regular employees are employees who have completed the probationary period for their hired position and do not have a specified end date of employment. Regular employee status does not guarantee permanent employment.

Regular employment status is maintained by satisfactory performance evaluations and conforming to policies and procedures.

B) The number of hours worked may be full-time or part-time.

3.2.1 Full-Time

A) Full-time employees occupy positions that are allocated one FTE (full-time equivalency) by the County Board and are regularly scheduled 40 hours in a weekly period.

3.2.2 Part-Time

A) Part-time employees occupy positions that are allocated less than one FTE (40 hours per full-time equivalency) by the County Board and are regularly scheduled for less than 40 hours in a weekly period or in such other period duration as may be designated.

B) Employees regularly scheduled for less than 40 hours in a workweek will have prorated accruals; including vacation, sick, personal, bereavement leave, and holiday pay.

C) Employees regularly scheduled for 30 hours or more in a workweek are benefit eligible.

3.3 Exempt/Nonexempt

A) All Employees are categorized as either exempt or nonexempt from the provisions of the Fair Labor Standards Act (FLSA).

B) Exempt employees are those who are exempt from the overtime and minimum wage requirements of the FLSA and include executive, administrative and professional employees. The listing of positions that are considered exempt in the Murray County classification system is subject to modification by the County Board.

C) Nonexempt employees are covered by the provisions of the FLSA.

3.4 Probationary Employees

A) Employees hired to fill regular full time or part time positions must serve a probationary period in which they are monitored and evaluated to determine if they are qualified to fulfill the duties of the position before they can achieve regular status.

B) Probationary employees serve a six-calendar-month probationary period. Employees who do not successfully complete their probationary period may be granted an extension, returned to a previous position, or dismissed from employment.

3.5 Temporary Employees

3.5.1 Conditions

A) Temporary refers to an appointment to fulfill a specific assignment, not to exceed six months. The number of hours worked may be either full-time or part-time. Temporary employees do not participate in the county benefits program unless required by law.

B) Temporary employees are compensated at the range minimum for the corresponding job classification. Approval for higher rates of compensation may be given by the County Board.

C) A temporary employee may be dismissed from employment after consultation with County Administration.

3.5.2 Seasonal

A) Positions classified as seasonal are positions during a specific season that often recur and have an end date range specified. Positions often recur each season, therefore previous seasonal employees are not required to reapply for position openings.

3.5.3 Interns

A) Positions classified as an internship may be filled by a full-time or part-time student in a post-secondary educational institution, in a sponsored internship program, or by a recent graduate. All county internships shall not exceed six months.

B) The number of hours worked may be part-time or full-time. Internships may be paid or unpaid. Paid internships do not participate in the county benefits program unless required by law.

3.6 Intermittent Employees

A) Intermittent refers to an employee who is not regularly scheduled. Employees in an intermittent position are not considered part-time, full-time, or temporary unless otherwise included in this handbook. Intermittent employees do not participate in the county benefits program unless required by law and are not eligible to receive recognition awards.

B) Intermittent employees may be ongoing or temporary. Employees in ongoing intermittent positions are eligible for performance appraisals and cost of living pay increases.

C) An intermittent employee may be dismissed from employment after consultation with County Administration.

Section IV – Employee Management

4.1 Probationary Period

A) Every position appointed to a regular full-time position shall be required to successfully complete a six (6) month probation period. The probation period shall begin on the first day of employment.

B) Every position appointed to a regular part-time position shall be required to successfully complete a probation period based on an equivalency of (6) months or 1040 worked hours.

C) The supervisor shall conduct a written performance evaluation 3 months and 6 months from the date of hire.

D) The Department Head, after consulting with County Administration, may extend the probationary period of employment for up to an additional three months before assigning said employee to regular status.

1. The Department Head must submit a written request to Human Resources to extend probation. This shall be made prior to the end of the fifth month of the six-month evaluation period and shall specify the reasons why the extension is requested. A copy of the request shall be provided to the employee.

E) Leave accruals may be utilized during the probationary period.

F) The County Administrator in consultation with the Department Head, Human Resources Director, and the Personnel Committee may terminate the employee at any time for any reason during the probationary period. If employment is terminated during an employee's probationary period, no sick leave, vacation, or other benefits shall be paid to the employee.

4.2 Orientation

A) Human Resources will provide orientation to familiarize all newly hired employees with the Murray County's organizational structure, benefits programs, employment policies, and safety procedures. Orientation typically takes place on the first day of employment.

B) New employees will complete required employment forms during orientation. Human Resources will document that employees have read and understand employee policies and procedures. All candidates hired to temporary positions will follow established hiring procedures and will be required to complete necessary new-hire forms and documents prior to their first day of employment.

C) Individual departments are responsible for welcoming new employees, introducing co-workers, and giving information regarding the job and the rules of the department.

D) Human Resources may conduct new hire interviews for probationary employees to measure job satisfaction and engagement.

4.3 Employee Performance Evaluation

A) Every employee will be informed of their duties and responsibilities through job descriptions. Performance standards will be communicated to the employee, with the goal of being understood, realistic, fair, and attainable. The department head or supervisor will use the employee's job specific performance review form.

B) Informal reviews are encouraged at least once prior to the formal evaluation.

C) Performance evaluations will take place three and six months after the hire date to review and evaluate performance standards for the employee. Thereafter, supervisors/department heads will conduct an annual evaluation with the results due on or before December 10th of each year.

D) Review Process:

1. The supervisor/department head will evaluate the performance of direct reports.
2. The County Administrator will evaluate the performance of the Department Heads.
3. The County Administrator will review the evaluations conducted by supervisors and/or Department Head for each employee.
4. The County Board will evaluate the performance of the County Administrator.
5. Step pay increases will be given to employees based on the overall rating of "meets expectations" or "exceeds expectations". In cases where an employee does not receive a minimum of "meets expectations" the employee will not earn a step pay increase.

E) Employees do not have the right to challenge their performance evaluation but may attach a response to it if they disagree.

F) The completed evaluation forms, signed and dated by employee, direct supervisor, and County Administrator will be filed in the employee's personnel file in the Human Resources Office.

4.4 Pay Increases

A) Murray County has two-part pay increase program, factoring an annual cost of living increase, and an annual step increase.

B) Pay increases will be granted to employees based on two factors:

1. An overall rating of "meets expectations" or "exceeds expectations" from the annual performance review. This will enable the employee to receive a step increase available in the pay grade assigned to their position.
    a. If an employee is at top of the step scale, no step pay increase will be applied.

b. In cases where an employee scores below an overall rating of "meets expectations", the employee will not earn a step pay increase and shall be placed on a Performance Improvement Plan. See Section 4.8 Performance Improvement Plan

2. The annual cost of living (COLA) calculation is determined by the Board.

C) All pay increases are effective on January 1st, unless specified in Section 4.8.

4.5 Employee Recognition and Wellness Program

Minn. Stat. §15.46 and Minnesota State Auditor Position 2007-1006 and IRS guidelines provides that a County may establish and operate a program of preventative health and employee recognition services for County employees and may expend funds as necessary to achieve the goals of the program. This section applies to Elected Officials.

4.5.1 Recognition and Service Awards

A) Annually, all regular employees (part-time or full-time) will receive service awards upon completion of five calendar years of service and at the end of every five calendar years of service thereafter. Employee service recognition is tracked and acknowledged by the Human Resources Department, which has the responsibility to:

1. Identify employees eligible for recognition and determine the appropriate awards; and
2. Present to the County Board an annual listing of the employees receiving service awards.

B) For purposes of calculating service awards, length of service with the county is calculated from the first date of hire into a regular position and includes probationary period and any approved leaves of absences. Employees hired into a regular position from a temporary position without a break in employment may be credited with time worked in the temporary position as outlined in Section 12.1 Employment Transfers.

C) The County Board may approve recognition events as appropriate. An example would be recognition of accomplishments related to a specific program, work unit, or project.

4.5.2 Retirement/Resignation Recognition

A) A gathering may be held in recognition of an employee in good standing who is retiring or resigning from County employment. The objective of such a reception is to recognize the longevity and dedication of these employees and elected officials. County departments may purchase light refreshments to serve at a reception to recognize retiring employees and elected officials. The gathering shall be open to staff and the public.

4.5.3 Wellness Program

A) The County will establish a Wellness Committee that is responsible for creating healthy worksite goals, developing wellness programs for employee participation, and providing wellness information on a regular basis.

B) The cost to support the Wellness Program is built into health insurance premiums. The money is used for a variety of things including but not limited to the following:

1. Awards;
2. Ceremonies;
3. Recognition banquet;
4. Costs to implement wellness activities or programs;
5. Participation rewards;
6. Items to promote a healthy lifestyle (i.e. Bike rack to encourage people to bike to work);
7. Healthy snacks for employees;
8. Presentations by health and fitness experts

C) If the self-insurance fund balance falls below $500,000 the wellness fees will no longer be contributed to the fund balance for the wellness program until the self-insurance fund balance is a minimum $500,000.

E) The County will provide employee access to the Steve Cohrs Wellness Center. Access cards are acquired by contacting Human Resources.

4.6 Training & Memberships

This policy conforms to Minn. Stat. §471.96 (1), and §471.97 governing expenses incurred by employees in the course of conducting County business. This section applies to Elected Officials.

4.6.1 Training

A) Regular and probationary employees may be compensated for their time in training programs, lectures, and safety meetings authorized by department heads. Interested employees should go to their supervisor with training requests.

B) If the training relates directly to the employee's daily work requirements, county reimbursement for the costs of such training and required related expenses such as travel, meals, etc., may be given as outlined in Section 11.2 Travel Requests. Media such as books, videos, CD ROMs, or DVDs will be the property of the county. Some examples of training which qualify for reimbursement are seminars, webinars, conferences, and specialized training meetings and programs.

C) For training requiring travel, all requests should be made in accordance with Section 11.3 Authorized Travel and Expenses.

D) If the employee is not able to attend, every effort should be made to obtain a refund for the county or give the opportunity to another employee.

E) The County will provide training programs or seminars, which it feels, will better inform the employee in their field of work. Although the County encourages training aids and programs, the primary responsibility for the accomplishment of training rests with the employee through self-development.

4.6.2 Memberships & Dues

A) The county encourages employees to participate in professional organizations subject to reasonable allocation of county resources.

B) The decision as to whether a professional organization membership is individual, departmental, or county, is determined by the department head or County Administrator based on budget and related benefits. These memberships must have as their purpose the betterment and improvement of governmental operations. Organizations such as Chamber, Kiwanis, etc. are not eligible.

4.6.3 Licensures

The county will pay for all professional licensure requirements applicable to the employee's job duties. Examples include boiler license, assessing certifications, etc.

4.7 Disciplinary Action

A) The County embraces the philosophy of progressive discipline where appropriate. These discipline steps are intended to be taken in order from least serious to more serious. The department head in conjunction with the County Administrator may skip as many steps as are deemed appropriate. Any incident of employee misconduct or violation of county policy may result in immediate discharge.

B) For performance deficiency or misconduct relating to the department heads, the County Administrator in consultation with the County Attorney will be responsible. For performance deficiency or misconduct relating to the County Administrator, the County Board in consultation with the County Attorney will be responsible.

C) Documentation of any disciplinary action shall be made part of the employee's personnel file. A Performance Improvement Plan may be implemented at any time during the disciplinary process. The following is not intended to be an all-inclusive listing of improper conduct for which an employee may be subject to discipline.

- Negligence or willful destruction and/or abuse of any County property or customer-owned property.
- Insubordinate conduct, refusal to follow a supervisor's direction or willful violation of rules or regulations.
- Excessive or unexcused absences, lateness in reporting to work or leaving the work site before regular quitting time.
- Willful deception or misrepresentation in general and on an employment application.
- Failing to follow protocol including all policies outlined in Section 13, Workplace Safety.

D) The County may elect to utilize one or more of the following forms of discipline in no specific order:

1. Verbal warning: An action by the immediate supervisor to inform an employee of an occurrence of a policy violation or misconduct. A verbal warning shall identify the unacceptable performance or misconduct and provide a statement of the desired improvement and consequences for failing to correct the infractions.

2. Written warning: An action by the immediate supervisor providing written notice of the violation or misconduct, the required corrections in behavior, a specific time frame for making such corrections, and the consequences for failing to correct the behavior.

3. Work Reassignment: An action by a Department Head in conjunction with the County Administrator and Human Resources resulting in the temporary or permanent change in duties, transfer, reassignment, or demotion of an employee. Depending on the nature of the reassignment further approval may be needed by the Personnel Committee and/or the County Board. This is an option only if there is an opening or vacancy in another department.

4. Suspension: An action upon recommendation of County Administration resulting in the temporary removal of an employee from their assigned position for a period not to exceed twenty-eight (28) days. The notice of suspension shall be in writing and shall notify the employee of the unacceptable behavior or performance, the required correction(s) in behavior or performance, the specific timeline for making such corrections, and the consequences for failing to correct the behavior or performance problems cited.
    a. Employees on suspension are not compensated for days or holidays which occur during their suspension, nor will they earn or accrue any other benefit, privilege, or right on a suspended workday.
    b. The county continues insurance benefits for employees suspended for less than 28 working days even if they are not on payroll status on the first day of the month due to the suspension.
    c. Employees may not use paid leaves during their suspension.

5. Termination: An action by the County Administrator and County Board resulting in the termination of an employee.

4.8 Performance Improvement Plan (PIP)

A) A performance improvement plan (PIP) informs an employee that a specific aspect of performance or behavior is not acceptable. It may also be used to help correct performance deficiencies. Before implementing a PIP regarding employee performance concerns or disciplinary matters, the supervisor or department head must notify Human Resources.

B) A PIP outlines the steps or actions the employee needs to take to correct the deficiency and states explicit expectations and the likely consequences of a failure to meet expectations within the time specified.

C) Human Resources will work with the supervisor or department head to provide guidance when designing and writing a performance improvement plan. Supervisors and department heads are responsible to monitor and ensure that the PIP is followed, and timelines are met.

D)Employees may be placed on a PIP at any time during the year. Employees placed on a PIP are considered below an overall rating of "meets expectations" and the employee will not earn a step pay increase.

E) Upon successful completion of a PIP, and upon receiving a performance review at or above an overall rating of "meets expectations", employees may be considered for a step pay increase. Such step pay increase shall not be retroactive to the original or customary date of the pay increase.

F) When improvement is not demonstrated within the time specified in the PIP, the deficiency may result in additional disciplinary action up to and including termination.

4.9 Termination Procedures

A) Immediate discharge may occur because of improper behavior or lack of ability to perform a job which is detrimental to the interest of the County. Employees in jeopardy of termination are advised in writing of the impending action and the reasons for it. Conduct which may preclude corrective intervention includes but is not limited to:

1. Theft.
2. Violation of trust, such as infraction of rules and policies.
3. Commission of an assault or another criminal act during work hours.
4. Use, possession, or being under the influence of alcohol or a non-prescribed drug at the worksite.
5. Misrepresentation of a material fact on an employment application, resume, medical history, or other document supplied to the county for the purpose of determining suitability for employment or promotion.
6. Willful destruction of County or another person's property while in a working status.
7. Unapproved absence for three or more consecutive days.
8. Failure to carry out any reasonable order by a management representative, including refusal to work on jobs assigned by the supervisor.
9. Deliberate harassment of another employee based on that employee's protected class status.
10. Use of one's position to coerce or extract favors from another for personal gain.
11. Conviction of a crime which directly relates to the employee's job.

B) Before beginning termination proceedings, the employee's department/division head must confer with County Administrator and the County Attorney to confirm that termination is in conformance with county policies and applicable law. Termination proceedings for department heads shall be administered by the County Administrator in consultation with County and or Labor Attorney, and the Personnel Committee. The full Board shall be notified of the termination of a Department Head. Termination proceedings for the County Administrator shall be governed by the County Board in consultation with the County Attorney and may include a third-party Labor Attorney.

C) The Veterans Preference Act (Minn. Stat. §197.46) provides protections to veterans against termination or removal from office. Veterans must be provided with a written notice detailing the charges that form the basis for intent to terminate and provide the right to request a hearing within 60 days of receipt of the notice of intent to terminate.

D) An employee may request a pre-termination hearing; referred to as a Loudermill hearing. Such hearing may be scheduled with the County Administrator, or a representative designated by the Board Chair. This does not apply to employees in a seasonal, intermittent, internship, or probationary employment status.

E) Employees terminated from employment as a disciplinary action, or in accordance with this section are not entitled to severance benefits or payment for accrued and unused vacation or sick time unless as authorized by the employment or termination contract. A terminated employee may COBRA medical, dental, and/or life insurance plans for up to 18 months.

4.10 Layoffs and Recall

The County Board may layoff an employee in the County service by reason of abolition of position, shortage of work or funds, or other reasons.

A) Regular full-time, part-time, and probationary employees are eligible for layoff and recall procedures. Seasonal and temporary employees are not eligible for layoffs.

B) The analysis of proposed layoffs would include the type of area of activities to be curtailed along with affected positions. Decisions to layoff will be made considering skill, ability, performance, departmental need and length of service. Assuming comparable ability and background, employees with the least service shall be first affected regarding general County cutbacks.

C) In the event a layoff affects a single department, affected employee(s) may be considered for other departments provided there is an opening. or one will occur shortly. Employees must meet position qualifications to be considered for available positions.

D) Regular post-probationary employees who are laid off must be given first preference over outside applicants in returning to work, provided the requirements for the position are similar and the employee is fully qualified for the position.

E) Human Resources shall give written notice to the employee of any proposed layoff. Regular full-time or regular part-time employees selected for layoff are given a 14-day written notice of the decision prior to layoff.

F) Temporary or seasonal employees generally have been informed as to their anticipated termination date at the time of hire. However, it is recommended that notice be given two (2) working days prior to the termination date indicating briefly a reason (i.e. work has terminated).

G) Regular full time and regular part time employees will remain on a layoff status for up to 90 days. The following layoff and recall rules apply:

1. During the 90-day time an employee shall not lose accrued benefits, nor shall the employee earn benefits.
2. Upon request of the employee, accrued benefits may be paid out in the employee's last paycheck after a layoff. If an employee's benefits are paid out and the employee is rehired or recalled, benefits paid will not be restored.
3. Employees will be returned in reverse order that they were laid off (last laid off are the first to return). Exceptions are:
    a. Employees who received a less than satisfactory performance rating of "meets expectations" in their most recent performance review.
    b. Employees subject to disciplinary procedures within the 12 months preceding layoff status.
4. Employees recalled within the 90-day period will retain their seniority in so far as it relates to benefits accumulation rates (benefits paid will not be restored).
5. Any employee eligible for the County insurance programs and put on a layoff status shall be given the option to COBRA insurance as allowed by State and Federal Law.
6. If no work is available after the 90-day layoff period, vacation and sick leave accrual shall be paid to the employee, and the employee will be terminated.
7. Terminated employees subject to this policy may apply for available positions and will be considered as an outside applicant.

H) For purposes of recalling employees from layoff, Human Resources shall provide notice of recall indicating position, department, and location is sent via certified mail to the employee's last known address. Employees have 15 working days from the date of notice to report to work. If recalled employees fail to report, the open position will be offered to the next employee on the recall list following the same procedure.

Section V – Timekeeping and Pay Management

5.1 Definition of Work

A) All hours in which an employee is required to be on duty or at their assigned work location are considered as hours worked for the County. In addition, time in which an employee is permitted to work outside of normal working hours will generally be considered hours worked for the County. spent in physical or mental exertion on behalf of the county are considered as hours worked for the County.

5.2 Hours of Work

A) Except where hours of work are established and authorized by Collective Bargaining Agreements, or departmental rules approved by the County Board, a full-time work shall be forty (40) hours over a period of seven (7) days and shall begin at 12:01 a.m. Sunday and end at 11:59 p.m. on Saturday.

B) The County Board will designate number of hours for the work week for each position. Each department is responsible for establishing its own work schedule and hours and shifts may vary. Employee work schedules must not compromise the mission to provide public service by linking county resources with county and community needs.

C) Department heads shall determine the work schedule for each employee, which shall include an unpaid lunch period of no less than one-half (½) hour. Lunch periods shall not be paid nor included in the computation of overtime unless the employee is required to remain at their workstation throughout the lunch period.

D) Nonexempt employees must have authorization or direction from their supervisor to start work before the shift commences, after the shift ends, during the 1/2-hour lunch break. If an employee works outside of their shift without authorization, they are not entitled to compensation to the extent permitted by state and federal law and may be subject to disciplinary action up to and including termination.

E) Coming to work early, staying at work late, or staying at one's workstation during the 1/2-hour lunch break, without working, are not considered hours worked. Employees who wait before starting their duties because they arrived at work earlier than the required time shall not track this time and are not entitled to compensation for it. However, if employees report at the required time and then wait because there is no work to start on, the waiting time must be tracked and is compensable.

F) Employees are normally allowed one paid break period of fifteen (15) minutes in length within each four (4) hour period of work time. On occasion, break periods may be combined with a lunch period with supervisor or department head approval. However, break periods shall never be combined with a lunch period to shorten the workday.

G) In the event an employee knows they will be late for work, every effort should be made to notify in advance the supervisor or person in charge.

5.2.1 Flex Scheduling

A) Nonexempt regular employees are eligible for a temporary flexible schedule with prior written approval from the County Administrator. All flex scheduling shall be considered based upon the business needs of the County. Flexible scheduling is not considered based only upon the personal needs of the employee. An employee or the department head may request an ongoing alternative work schedule or an alternative work schedule for a specific period of time.

B) Requests for an alternative work schedule must include the reason for the request, the proposed schedule change, and the duration in which the alternative schedule is desired to be in place not to exceed 90 days. The department

head shall work with the employee, if possible, to determine a suitable work schedule based upon departmental needs and the employee's request.

C) Approval of an alternative work schedule is subject to change at the discretion of the department head.

5.3 Payroll Time and Reporting

A) It is the County's policy to maintain accurate payroll time and reporting procedures which are necessary for the processing of paychecks. Employees are required to report hours worked and leave usage as noted below through the web-based payroll system.

B) Non-exempt employees are to record all hours worked (including overtime and compensatory time accrued) as well as any leave taken (vacation, sick, etc.) in ¼ hour increments by the end of the following business day. Employees working four 10-hour days, for example, will record four 10-hour days, not five 8-hour days. Exempt employees are to record any leave taken (vacation, sick, etc.) in 4-hour increments by the end of the following business day.

C) Employees shall not input hours worked prior to the end of their workday. Completely filling out a timesheet in advance for hours anticipated to work is not allowed. Unexpected absences that may occur during a workday may fail to be documented and corrected in a timely manner.

D) Following the completion of a pay period, the employee is to submit their timesheet to their supervisor no later than 12:00pm Monday following the end of the pay period. Department heads shall approve and submit timesheets to HR/Payroll by 12:00pm Tuesday following the end of the pay period.

E) Murray County will deduct the appropriate amounts from an employee's pay as is required by federal and state law for taxes and PERA. Additional deductions may also be taken for the employee's share of insurance benefits, deferred compensation, union dues and other deductions as ordered by law.

5.4 Pay Checks

This section also applies to Elected Officials.

A) Pay periods are two full weeks (Sunday – Saturday). Employees will be paid biweekly on the Thursday following 12 days after the completion of the pay period (Ex. For the pay period of: Sun. 10/04 through Sat. 10/17, the pay date will be Th., 10/29). When the pay date falls on a holiday, employees will be paid the preceding workday.

B) The annual salary for exempt employees shall be divided by 26 to arrive at the amount paid per bi-weekly pay period for payroll purposes. For ease of payroll and for consistency between all salaried individuals, the yearly salary will be divided by 2080 to arrive at the hourly rate.

C) All payroll deductions (except PERA and taxes) will only be deducted out of the first two paychecks of each month.

D) All vacation and sick leave will be accrued on the first two paychecks of each month.

E) The annual salary for Elected Officials shall be divided by the number of paychecks per year.

F) All paychecks are issued via direct deposit. Paycheck/direct deposit stubs are issued and are available via the web-based system.

5.5 Expense Reimbursement

This policy conforms to Minn. Stat. §471.38 governing expenses incurred by employees and elected officials while conducting county business.

A) To receive reimbursement for authorized county business and travel expenses, employees shall submit a Murray County Voucher form, found in the A/T office or on the county shared drive to their responsible supervisor with expenses itemized. Reimbursements for authorized expenses will be given in the form of a separate check.

B) Itemized receipts for all expenses are required and must be attached to the voucher form to receive reimbursement. If expenses are submitted for reimbursement more than 60 days after the expense is incurred, reimbursements that may have been tax exempt shall become taxable and the appropriate withholdings would be made.

5.6 Overtime/Compensatory Time Off

5.6.1 Accruing Overtime

A) Overtime payment is covered under State & Federal Wage and Hours Laws and scheduled only by Department heads.

B) Under federal law, overtime is generally defined as all hours more than 40 worked in the designated seven-day workweek. Certain types of positions, such as Sheriff's Deputies, are subject to special rules regarding the applicable work period for determining overtime compensation required by law. Hours worked does not include vacation, sick, comp, bereavement, personal leave, or any other leave.

C) Department heads are responsible for determining whether an employee accrues compensatory time off or earns overtime pay for hours worked.

D) No overtime may be worked without prior approval. However, certain situations necessitate working overtime without employees being able to obtain prior approval. For example, providing customer service or attending meetings that run past the end of the normal workday. In these situations, employees are responsible to immediately notify their supervisors of additional time that was required to complete job duties. The department heads and all employees are expected as a matter of good management and efficiency, to make every possible effort to minimize overtime and conform to the regular schedule of working hours.

E) Nonexempt, overtime-eligible employees normally scheduled for fewer than 40 hours in a workweek, are not eligible for overtime by merely working more than their normal schedule. These employees are eligible for overtime or compensatory time only after exceeding 40 hours worked in the designated seven-day workweek.

F) Time spent traveling to and from employer required schools, conferences, meetings and training programs, as well as time spent in attendance, shall be compensated according to the Fair Labor Standards Act (FLSA). Employees shall make every effort to travel during normal working hours. Employees must seek Department Head approval for training and travel time that will result in overtime compensation. See Section 11, Travel.

G) Exempt employees working more than 40 hours in a seven-day workweek do not accrue or record overtime or compensatory time.

5.6.2 Overtime Pay

If it is determined that a nonexempt employee is to receive overtime pay for overtime hours worked, the employee will be paid at 1 ½ times the employee's regular hourly rate of pay as provided by law.

5.6.3 Compensatory Time

A) If it is determined that a nonexempt employee is to receive compensatory time for overtime hours worked, employees receive 1 ½ hours of compensatory time for each hour of overtime worked.

B) Upon Department Head approval, the employee may earn compensatory time off in lieu of overtime pay. Compensatory time accrual maximums and payouts over the maximums will be treated as follows:

1. Employees shall accrue no more than 24 compensatory hours. All accumulation beyond the maximum (24 hours) at the end of each pay period will be compensated at the appropriate rate for all overtime hours worked. This will be paid directly into the employee's MSRS Health Care Savings Plan if the employee is in a unit that has elected to do so.
2. The use of compensatory time requires prior supervisor approval. Compensatory time off is granted at the discretion of the supervisor and may be taken in 1/4-hour increments.
3. At time of termination, accrued compensatory time will be paid at the employee's final regular rate of pay.

C) According to the Fair Labor Standards Act (FLSA), an employee must be permitted to use compensatory time on the date requested unless doing so would "unduly disrupt" the operations of the agency. The determination of unduly disrupting the department is at the discretion of the department head.

5.7 Pay for Time Worked on a Holiday

A) Eligible nonexempt employees assigned to work on a county observed holiday Section 6.2 Leaves, Holidays are paid straight holiday time, plus overtime or compensatory time one and one-half times their straight time rate for the actual hours worked on the holiday.

B) Work performed on a recognized holiday must be approved by the employee's supervisor or department head prior to the holiday.

C) Nonexempt employees may be called in to work on both a county observed holiday and the actual holiday. If this may occur, holiday pay may only be applied on one of the days worked.

D) Employees not regularly scheduled (intermittent) do not receive holiday pay. In the event an intermittent employee is called in to work on an actual holiday, pay will be at the overtime rate.

5.8 Working Out-of-Class

A) Out-of-class pay may be requested whenever an employee is designated by County Administration to perform all the duties and responsibilities of a position in a higher classification for a period of four consecutive weeks or more. For this purpose, higher classification is defined as a position two or more grades above the employee's current classification. In such a case, the employee may be eligible for a temporary increase in pay subject to Board approval. Generally, working out-of-class is the result of a temporarily vacant position.

Section VI – Leaves

Occasionally it is necessary for employees to take a leave of absence. This entitles an employee to be absent for a specified period, provided an employee complies with established leave request and absence reporting procedures.

6.1 Introduction

A) Leave requests are approved by the employee's department head or responsible supervisor. All requests for leaves of absence are granted or denied on the basis of the following factors:

1. Applicable state and federal laws and regulations;

2. The length of the requested leave;
3. The employee's length of employment and attendance record
4. The current and projected workload of the affected department;
5. The expense and availability of required replacement;
6. Timeliness of the request for leave;
7. Any other legitimate business needs of the county.

B) Unapproved absence from work during a scheduled shift may result in appropriate disciplinary action outlined in Section 4.7, Disciplinary Action.

C) All leaves of absence are classified as either "paid" or "unpaid". Employees may request a combination of leaves, including use of accrued compensatory time off. If a leave of absence includes both paid and unpaid time off, the paid time must be used prior to the commencement of unpaid leave. Employees under County worker's compensation and military leaves of absence are excluded from this provision. See Sections: 8.11 Workers Compensation, and 6.12 Military Leave

D) If a leave of absence is granted the following stipulations apply, except where otherwise controlled by state or federal laws or regulations:

1. If, during a leave of absence, permanent replacements are needed, the county notifies the employees on leave and gives them the opportunity to return early if they can do so.
2. An employee, by agreement with the employee's department head, (or the County Board for department heads and the County Administrator) may return to work part-time during the leave period.
3. Whenever possible, employees return to their previous positions upon completion of their leaves. If their positions are no longer available, the county offers any other available positions for which they are eligible with comparable or equivalent duties, number of hours, pay, benefits, and other terms and conditions of employment plus any automatic adjustments in their pay scale that occurred during the leave.
    a. If the county experiences a layoff during an employee's leave, and the employee would have lost the position if the employee had not been on leave, the employee is not entitled to reinstatement.
4. Employees are required to notify their department head at least two (2) weeks prior to their expected return date on any leave of absence over thirty (30) calendar days. Failure to receive an extension of an approved leave of absence and/or failure to report for work at the end of a leave of absence shall constitute voluntary resignation.

E) For employees, the Department Head and the County Administrator may approve or disapprove an absence not to exceed five (5) calendar days per occurrence, up to fifteen (15) days in a calendar year. Department heads shall submit a written request for a leave of absence to the County Administrator. The County Administrator will present a request to the County Board at the earliest possible date for leaves greater than 15 days.

F) No personal leave of absence shall be granted for an employee to engage in other employment.

6.1.2 Accruing Leave

A) Probationary and regular part-time and full-time employees are eligible for accruing vacation and sick leave on the day they are hired. If an employee begins work or returns to work from an unpaid leave of absence in the middle of a pay period, accruals will be prorated based on the number of days worked in the pay period.

6.1.3 Regular Part-Time Employees

A) Eligible regular part-time employees working 20 or more hours per week, will receive prorated county leave including vacation leave, sick leave, bereavement leave, personal leave, and paid holidays.

6.1.4 Exempt Employees

A) Because of the nature of exemption under the Fair Labor Standards Act (FLSA), exempt employees do not track hours worked using the standard electronic timekeeping method. However, because accruals such as vacation and sick are accumulated in the same manner as non-exempt employees, exempt employees are required to track time

off using time reporting forms and follow the standard procedures for requesting leave.

B) Exempt employees will follow the same schedule for leave accruals at 8 hour per day, (40 hour per week) employees.

6.1.5 Unpaid Leave

A) Any regular full-time or regular part-time employee will be eligible for a leave of absence without pay at the County's discretion. All other employment statuses shall not be entitled to an unpaid leave of absence.

B) The employee shall submit a written request for a personal leave of absence to the department head as soon as possible.

C) Human Resources may review all unpaid leave of absence requests for more than (15) days in a calendar year, unless otherwise provided by law. Any leave of absence will be for a period not to exceed six months.

D) Employees granted an unpaid leave of absence under this policy must first use all accumulated vacation, sick, personal, and compensatory time. Employees utilizing FMLA, worker's compensation and military leaves of absence are excluded from this provision. (Section VIII Workplace Safety; 8.11 Workers Compensation, and 6.12 Military Leave.

E) The following stipulations apply while an employee is on a leave without pay:

1. Vacation and sick leave will not continue to accrue during a leave without pay.
2. Holidays shall not be paid during leaves without pay.
3. The employee will be responsible for making payments on health, life, or other insurance coverage during an unpaid leave of absence. Arrangements should be made with Human Resources to continue such insurance. If leave is not covered under FMLA, employee is entitled to maintain insurance coverage by electing COBRA. Failure to make the proper payments may result in insurance coverage termination.
4. If an unpaid leave occurs at the time of the employee's scheduled pay increase, pay adjustments will be applied when the employee returns from leave.

F) Seniority will not continue to accumulate during an unpaid leave of absence. However, upon the employee return to work and completion of all the terms and conditions of the leave of absence without pay, any seniority accrued up to the time the leave began will be credited to the employee.

6.2 Holidays

A) Regular and probationary full-time and regular part-time employees who are normally scheduled to work 20 or more hours per week shall be eligible for straight holiday pay if they are on pay status during the full daily work schedule to which they are assigned immediately preceding or following a designated county observed holiday. All other employment statuses shall not earn nor be entitled to holiday benefits.

1. The following calendar days are deemed paid holidays (hereinafter "Holidays"):

Holiday	Observance
New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19

Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving	Fourth Thursday in November; and Friday after Thanksgiving Day
* Christmas Eve Tuesday - Thursday **(4 Hrs)** **Christmas Eve Monday – **(up to 8 Hrs)**	December 24
Christmas Day	December 25

B) Except where otherwise indicated, when any of the above holidays falls on a Saturday, the preceding Friday will be observed as the holiday, and when any of the above holidays falls on a Sunday, the following Monday will be observed as that holiday.

**Employees shall only receive December 24th when it falls on a Monday-Thursday. If December 24th falls on a Tuesday-Thursday, county offices will close at noon and employees shall receive 4 hours of holiday pay.*

*** If December 24th falls on a Monday, county offices shall close, and employees shall receive a full day of holiday pay. Time is prorated for part time employees. Paid time is calculated based on the normal hours worked per day. Pay shall not exceed 8 hours.*

2. Holiday hours for regular full-time and part-time employees shall be prorated as follows:

Hours Scheduled per Week	Hours per Holiday	Maximum Holiday Hours per Year
40	Regularly scheduled full day (8 or 10 hours)	88.0
30-39	6.0	66.0
20-29	4.0	44.0

C) Holiday Guidelines

1. All paid holidays shall be deemed to commence at the beginning of the first shift of the observed holiday.
2. If a holiday occurs during an eligible employee's paid absence (such as vacation or sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.
3. Holiday pay is to be taken in full day (as regularly scheduled) increments.
4. Holiday hours shall not be used to extend the part-time employees maximum allowed hours for the week.

6.3 Personal Leave

A) Regular full-time and regular part-time employees who are normally scheduled to work 20 or more hours per week shall be eligible for paid personal days. All other employment statuses shall not earn nor be entitled to holiday benefits.

B) All personal leave must be used by December 1st of each calendar year. Personal leave not used by December 1st of the calendar year shall be forfeited.

C) The amount of personal time an employee earns is based on the number of hours they are normally scheduled to work as is defined in the table below. New employees hired after June 30 are eligible to earn one-half the amount of personal leave.

1. Personal hours for regular full-time and part-time employees shall be as follows:

Hours Scheduled per Week	Personal Leave per Year (hours)	Personal Leave for Employees Hired After June 30 (hours)
40	16.0	8.0
30-39	12.0	6.0
20-29	8.0	4.0

D) Personal Leave Guidelines

1. Personal leave may be used immediately upon assignment to an eligible employment status.
2. Requests to use personal leave must be approved by the employee's department head prior to the date on which the employee seeks to take leave.
3. Scheduled absences are to be arranged at the mutual convenience of the department and the employee based on the operational needs of the department.
4. Time Off Increments
    a. Non-exempt – The minimum increment to be taken for non-exempt employees taken for personal time is one-quarter (.25) hour.
    b. Exempt – The minimum increment to be taken for exempt employees for personal time shall be one half day or four (4) hours. Exempt staff working a 10 hour per day schedule a half day shall be five (5) hours.

E) Employees shall not be compensated for accrued personal leave upon termination of their employment, whether voluntary or involuntary.

6.4 Bereavement

A) Probationary and regular full-time and part-time employees are eligible for bereavement leave. Absence for the purpose of bereavement may be granted upon approval of department heads based on the following schedule:

Hours Scheduled per Week		
40 hours	3 days	24 hrs
30-39 hours	3 days	18 hrs
20-29 hours	3 days	12 hrs

B) Total time off for bereavement shall not exceed 24 hours per calendar year. Employees receive their available balance each year on January 1st or at the time of hire.

C) Absence necessitated for the purpose of bereavement may be granted with pay upon approval of department heads. Time Off Increments:

1. Non-exempt – The minimum increment to be taken for non-exempt employees taken for personal time is one-quarter (.25) hour.
2. Exempt – The minimum increment to be taken for exempt employees for personal time shall be one half day or four (4) hours. Exempt staff working a 10 hour per day schedule a half day shall be five (5) hours.

D) Upon department head approval, employees may utilize five days of paid sick leave prior to, or within 30 days after the date of the death or the funeral.

E) Employees may use other paid leave for reasons related to the death of a family member as permitted by Section 6.7 and Minnesota's earned sick and safe time laws.

F) Pursuant to Minn. Stat. §181.947, employees whose immediate family member (spouse, child, parent, sibling, or grandparent), as a member of the United States armed forces, has been killed while engaged in active service must be granted ten days of unpaid leave of absence. If the employee has not exercised their full entitlement of paid leave

under this section, employees will substitute eligible paid bereavement leave. An employee may reduce the amount of unpaid leave by substituting appropriate paid leave with authorization from the department head. See 6.13 Family Leave for Service Personnel.

6.6 Vacation

A) Regular and probationary full-time and part time employees shall earn and be entitled to paid vacation leave benefits. All other employment statuses shall not earn nor be entitled to vacation leave benefits.

B) Vacation Guidelines

1. When a recognized holiday falls on a working day during an employee's vacation leave, the day of the holiday will not be counted as a day of vacation.
2. When sickness occurs within a period of vacation leave, the period of illness may be charged as sick leave and the charge against vacation leave reduced accordingly.

B) Vacation Accrual

1. Employees accrue vacation immediately upon hired to an eligible employment status.
2. For purposes of calculating vacation accrual rates based on years of service, the employee's anniversary date of hire shall be used.
3. The amount of paid vacation time employees earn is based on the number of hours they are regularly scheduled to work. The following schedule defines vacation accrual rates and maximum accrual amounts:

Years of Service	Maximum Monthly Accumulation (hours)	Maximum Annual Accumulation (hours)	*Maximum TOTAL Accumulation (hours)	Accrual Rate
0-5	8.0	96	192	4.60%
6-10	10.0	120	240	5.75%
11-15	12.0	144	288	6.90%
16-20	14.0	168	336	8.04%
21+	16.0	192	384	9.20%

C) For non-bargaining unit employees and for employees in a bargaining unit which has so elected, any accumulation above the maximum allowed hours shall be paid into the employee's MSRS Health Care Savings Plan on the payroll following the period in which the hours were accrued more than the limits.

D) Vacation can be used as it is earned.

1. Requests to use vacation leave must be approved prior to the date on which the employee seeks to take leave.
2. Time Off Increments:
    c. Non-exempt – The minimum increment to be taken for non-exempt employees taken for vacation time is one-quarter (.25) hour.
    d. Exempt – The minimum increment to be taken for exempt employees for vacation time shall be a half day or four (4) hours. Exempt staff working a 10 hour per day schedule a half day shall be five (5) hours.

E) 40/40/40 Vacation Payout Option

1. An employee may request to be paid for forty (40) hours of accumulated vacation in conjunction with taking forty (40) hours of vacation provided that after the reduction of the eighty (80) hours the employee retains a minimum vacation balance of forty (40) hours.
2. The 40/40/40 option must be requested in advance of taking the vacation to receive payment.
3. The vacation must be taken in five consecutive workdays.
4. The vacation payout will be paid in the pay period following the vacation taken.
5. Vacation payout options are also available in applicable increments for those regularly scheduled for

less than 40 hours per week.

6.7 Earned Safe and Sick Time

6.7.1 General Provisions

A) Per Minn. Stat. §181.9445 to 181.9448, all full-time, part-time or temporary employees are eligible for earned sick and safe time ("ESST") if the County anticipates the employee will perform work for working for 80 or more hours per year. By law, an eligible employee earns one hour of ESST for every 30 hours worked and can earn a maximum of 48 hours per year. The County will address ESST as follows:

1. Eligible employees who are not otherwise eligible for paid leave benefits pursuant to County policy will earn one hour of ESST for every 30 hours worked, up to a maximum of 48 hours in a single year and a total accumulation of no more than 80 hours at any time.
2. Eligible employees who receive paid leave benefits pursuant to other County policies will not receive additional paid leave beyond what is set forth in County policy. Employees may use paid sick, personal, or vacation leave as ESST leave for the reasons set forth below. The paid sick, personal and vacation leave the County provides exceeds the minimum ESST requirements set forth in statute. In the event Minnesota law changes after January 1, 2025, to eliminate the requirement that an employer allow all paid leave available for personal illness or injury to be used as ESST leave, the County reserves the right to modify this policy to only provide the minimum amount of ESST required by law.

B) ESST may be used for the following authorized purposes:

1. The employee's (1) mental or physical illness, injury, or other health condition, (2) need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or other health condition, or (3) need for preventive medical or health care, or (4) need to make arrangements for or attend funeral services or a memorial, or address financial or legal matters that arise after the death of a family member.
2. The employee's care of a family member (1) with a mental or physical illness, injury, or other health condition, (2) who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or other health condition, or (3) who needs preventive medical or health care.
3. Absence due to domestic violence, sexual assault, or stalking of the employee or a family member if the absence is to:
    a. Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking.
    b. Obtain services from a victim service organization.
    c. Obtain psychological or other counseling.
    d. Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault or stalking; and
    e. Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking.
4. Closure of the employee's workplace due to weather or public emergency or closure of family member's school or care facility due to weather or public emergency.
5. The employee's inability to work or telework because the employee is: (i) prohibited from working by the County due to health concerns related to the potential transmission of a communicable illness related to a public emergency; or (ii) seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and such employee has been exposed to a communicable disease or the County has requested a test or diagnosis.
6. When it has been determined by the health authorities having jurisdiction or by a health care professional that the presence of the employee or family member of the employee in the community would jeopardize the health of others because of the exposure of the employee or family member of the employee to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

6.7.2 Notification

A) If the need to use ESST is foreseeable (for example a scheduled doctor's appointment), employees must provide notice at least 7 days prior to the absence unless the County agrees to accept a shorter notification. In the case of an unforeseen need to take leave, for example, the illness of an employee or his or her family member or in the case of an emergency, notice should be given by the employee as soon as practicable (and, generally, before the start of the work shift). Where permitted by law, the County may require reasonable documentation to verify the use of ESST.

B) Employees may provide notice by notifying the supervisor via phone, email, or text. If an employee uses ESST for more than three (3) consecutive scheduled workdays, the employee may be required to provide reasonable documentation demonstrating the ESST use is covered by one of the qualifying reasons outlined in the law, such as a signed statement by a health care professional, a court record, a signed document from a victim services organization, An employee may provide a written statement indicating the use of leave is for a qualifying ESST purpose if documentation cannot be obtained in a reasonable time or without added expense. The employee will not be expected to disclose details related to domestic abuse, sexual assault, or stalking or the details of the employee's or the employee's family member's medical condition to verify the use of ESST.

6.7.3 Leave Accruals and Calculation

A) Leave accrual for employees who qualify for paid sick, vacation and personal leave will be governed by the sections of this policy manual applicable to those types of leave, which may be used for ESST purposes as provided by law. For employees who do not otherwise qualify for paid leave pursuant to the County's policies, accruals of ESST are at the rate of one (1) hour for every thirty (30) hours worked, up to a maximum of forty-eight hours accrued per year. Accrued and unused hours carry over into future years, up to a maximum of eighty hours accrued overall. When the 80-hour overall limit is reached, accrual immediately stops until usage occurs, at which time accrual restarts (until either the yearly or overall limit is reached). When the forty-eight-hour yearly limit is reached, accrual does not restart until the following year. The year starts on January 1st and ends on December 31st.

1. An employee can used ESST as it is earned.
2. An employee shall not accrue sick leave during a non-paid leave of absence.
3. Any accumulation above maximum accrual hours shall be lost.
4. Unused ESST is not paid out upon separation from employment for employees who do not otherwise qualify for paid leave pursuant to the County's policies.

B) ESST Increments:

1. Non-exempt - The minimum increments to be taken for nonexempt employees' ESST leave is one-quarter (.25) hour.
2. Exempt employees' use of paid leave for ESST purposes will be in minimum increment of four (4) hours.

C) Employees may use earned sick and safe time for their following family members:

1. child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent);
2. spouse or registered domestic partner;
3. sibling, stepsibling or foster sibling;
4. biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child;
5. grandchild, foster grandchild or stepgrandchild;
6. grandparent or step-grandparent;
7. a child of a sibling of the employee;
8. a sibling of the parents of the employee;
9. a child-in-law or sibling-in-law;
10. any of the family members listed in 1 through 9 above of an employee's spouse or registered domestic partner;
11. any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
12. up to one individual annually designated by the employee

6.7.4 Compensation and Reporting

A) Paid leave hours used for ESST purposes will be compensated at the employee's hourly rate of pay.

B) Paid leave hours used for ESST purposes will not count as hours worked for the purposes of any overtime calculation.

C) Employees will be notified of their earned sick and safe time hours accrued and available for use, as well as the total number of earned sick and safe time hours used, on earnings statements provided at the end of each pay period. For employees who may use paid sick, vacation, or personal leave for ESST purposes, the County will not separately report ESST leave on their earning statements because their sick, vacation, and personal leave may be used for the statutory ESST purposes.

6.8 Murray County Sick Leave

A) Regular and probationary full-time and regular part-time employees shall earn and be entitled to utilize Murray County sick leave benefits.

B) Employees unable to report to work due to illness or injury shall notify their supervisor before the scheduled start of their workday.

C) Requests for use of sick leave for medical appointments or other planned absences shall be approved by the employee's department head as far in advance as possible. Such absences are to be arranged at the mutual convenience of the department and the employee based on the operational needs of the department.

D) Sick Leave Accrual

1. Employees accrue sick leave immediately upon assignment to an eligible employment status.
2. An employee shall not accrue sick leave during a non-paid leave of absence, unless otherwise provided by law.
3. Any accumulation above maximum accrual hours shall be lost.
4. Regular part-time employees will earn sick leave on a prorated basis. The following schedule defines accrual rates:

Years of Service	Maximum Monthly Accumulation (hours)	Maximum Annual Accumulation (hours)	*Maximum TOTAL Accumulation (hours)	Accrual Rate
0-5	8	96	480	4.60%
6-10	8	96	600	4.60%
11-15	8	96	720	4.60%
16-20	8	96	840	4.60%
21+	8	96	960	4.60%

E) Sick Leave Usage Guidelines

1. Employees may use sick leave immediately upon assignment to an eligible employment status.
2. Sick leave can be used as it is earned.
3. Sick leave may be used for absences due to illness, injury or medical appointments for the employee or the employee's immediate family members.
4. When sickness occurs within a period of vacation leave, the period of illness may be charged as sick leave and the charge against vacation leave reduced accordingly.

F) Sick Leave Increments:

1. Non-exempt - The minimum increments to be taken for nonexempt employees' sick leave is one-quarter (.25) hour.
2. Exempt – – Exempt employees' use of paid leave for ESST purposes will be in a minimum increment of four (4) hours.

G) Employees unable to work and have exhausted all accrued sick leave and FMLA leave entitlement, may request an unpaid leave of absence. See Unpaid Leave 6.1.5

H) Within their respective responsibilities, department heads or Human Resources shall have the right to require evidence of the nature or extent of the injury or illness requiring an employee to be absent more than three (full or in part) consecutive workdays consistent with Section 6.7.2 above. Supervisors shall notify Human Resources immediately if an employee is out for more than three consecutive workdays.

6.9 Family Medical & Leave Act - FMLA

This section is pursuant to the Family and Medical Leave Act. Not all provisions and procedures of FMLA are included in this handbook. For more information regarding FMLA please go to the Department of Labor website: https://www.dol.gov/agencies/whd/fmla.

A) To qualify to take family or medical leave under this policy, the employee must meet both of the following conditions:

1. The employee must have worked for the County for a total of 12 months. (not necessarily consecutively)
2. The employee must have worked at least 1,250 hours over the previous 12 months.

B) Eligible employees may receive up to 12 work weeks of unpaid federal leave in any 12-month rolling period for the following reasons:

1. Family Leave

a) The birth of a son or daughter, and to care for the newborn child.
b) The placement with the employee of a son or daughter for adoption or foster care.

Family leave must be completed within 12 months after the birth or placement of the child. Please refer to Section 6.10 Parenting or Pregnancy Leave for more information on eligibility and provisions for the birth or adoption of a child.

2. Medical Leave

a) When the employee is needed to care for a child, spouse, or parent who has a serious health condition.
b) When the employee is unable to perform functions of his or her position because of a serious health condition.
1. A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves either:
   i. An overnight stay in a medical care facility; or
   ii. Continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school or other daily activities.
   iii. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

3. Qualifying Exigency/call-to-active-duty Leave

a) For any "qualifying exigency" arising from the foreign deployment (including international waters) of the employee's spouse, son, daughter, or parent with the Armed Forces.
b) For "qualifying exigencies" that arise when the employee's spouse, son, daughter, or parent is on covered active duty or has been notified of an impending call or order to covered active duty.
c) Qualified Exigencies" may include counseling, making alternative child care arrangements for a child of the deployed military member, attending certain military ceremonies and briefings, making

financial or legal arrangements to address the military member's absence, taking up to five days of leave to spend time with a covered military member who is on short-term temporary rest and recuperation leave during deployment, or other events that the employee and employer agree is a qualifying exigency.

4. **Military Care Giver Leave**
    a) Eligible employees may receive up to 26 work weeks of unpaid federal leave in any 12-month rolling period for the following reason:
        i. To care for a covered service member with a serious injury or illness. The employee must be the spouse, son, daughter, parent, or next of kin of the covered service member.
        ii. A "serious injury or illness" is an injury or illness incurred by a covered service member in the line of duty on active duty that may render the service member medically unfit to perform duties of the member's office, grade, rank, or rating.

6.9.1 Leave Calculation Method

The County will measure the 12-month period as a rolling 12-month period measured backward from the date any leave is taken under this policy. Each time an employee takes leave, the County will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave. The balance remaining is the amount the employee is entitled to take at that time. FMLA leave will begin the first day of an absence associated with the leave.

6.9.2 General Provisions

A) If the employee seeking leave has accrued paid sick, personal, compensatory, and/or vacation leave, the employee must use the paid leave simultaneously with federal leave. Doing so will not increase the amount of FMLA leave available. Employees are required to exhaust all paid leave prior to unpaid leave, except that an employee may choose to save forty (40) hours of vacation leave for future needs when the leave is for the birth or adoption of a child. The employee must contact Human Resources to designate banking up to forty hours of vacation prior to the onset of the FMLA approved leave.

B) Any leave associated with Short-term Disability or Worker's Compensation due to an employee's own serious health condition, will run concurrently with FMLA and will apply toward the total 12 weeks of FMLA.

C) Once the accrued paid time off has been depleted, unpaid leave will be granted so that the total of paid and unpaid leave provided equals 12 weeks (or 26 weeks if it is for Military Caregiver Leave).

D) The county shall require the employee to confirm intent to return to work at the end of the leave.

E) The amount of FMLA leave is determined by the hours the employee normally works per week assuming they meet the eligibility criteria. (Ex. If an employee normally works 30 hours per week, they would be entitled to 12, 30-hour weeks under FMLA.) Where the schedule varies from week to week, a weekly average of the hours worked over the 12 weeks prior to the beginning of the leave period is used to calculate the employee's normal work week.

6.9.3 Intermittent Leave or Reduced Work Schedule

A) Under some circumstances, employees may take FMLA leave intermittently (taking leave in separate blocks of time for a single qualifying reason) or on a reduced work schedule (reducing the employee's usual weekly or daily work schedule). In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks if it is for Military Caregiver Leave).

B) If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee must provide medical documentation that the use of intermittent or reduced schedule leave is medically necessary.

C) When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer's operation.

D) The County may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule when the leave is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

E) If FMLA leave is for birth and care, or placement for adoption or foster care, use of intermittent leave or a reduced work schedule is subject to the immediate supervisor's approval.

6.9.4 Advance Notice & Certification

A) When an employee requests FMLA leave or the employer acquires knowledge that leave may be for an FMLA purpose, Human Resources will notify the employee of his or her eligibility to take leave and inform the employee of his/her rights and responsibilities under FMLA.

B) Employees are expected to provide advance notice, medical certification, and/or other documentation. A leave of absence may be denied if requirements below are not met:

1. An employee must ordinarily provide 30 days' advance notice when the leave is foreseeable. If the employee does not know 30 days in advance the employee must notify as soon as is practical.
2. A medical certificate and appropriate facts to support a leave because of a serious health condition or health condition of a family member may be required;
    a. If the employee is seeking medical leave for the employee's own health condition the certification must also state that the employee is unable to perform the functions of the employee's position.
    b. If the employee is seeking medical leave to care for a family member, the certification must also state that the employee is needed to care for the family member.
3. Second or third opinions at the expense of the county may be required;
4. Periodic re-certification may be required.
5. A copy of the covered military member's active-duty orders or other documentation issued by the military that indicates that the covered military member is on covered active duty or call to covered active-duty status may be required;
6. Appropriate certification, facts, and documentation supporting leave for each qualifying exigency may be required.

C) In the case of medical leave for an employee's own serious illness, the employee will be required to provide a fitness-for-duty certificate a minimum of 24 hours before the employee returns to work. The employee will not be reinstated to the employee's position until the employee submits the certification.

6.9.5 Health Care Coverage

A) During FMLA leave, the employee will remain eligible for group health insurance under the same conditions that apply to active current employees. The county will keep group disability and group life insurance coverage available during federal leave. During an unpaid leave the employee must make arrangements with Human Resources to pay their share of health insurance.

B) This payment is due on the first of the month for which the premiums are due. If this places an undue hardship on the employee, the county and the employee may agree to an alternative payment method.

C) The county's contribution toward the cost of group health insurance coverage will stop if:

1. The employee fails to return to work at the end of the leave (an employee who returns to work for at least 30 calendar days is considered to have "returned" to work).
2. The employee advises the county that the employee does not intend to return to work.
3. The employee fails to make a required payment of the employee's share of the cost within 30 days of when the payment was due.

4. At any of these points the employee will be entitled only to elect any COBRA continuation coverage for which the employee is eligible. The 18-month COBRA period will be measured from the date the county provided coverage stops.

D) If the employee fails to return to work after the employee's FMLA leave entitlement has been exhausted or expires, the county may recover its share of health plan premiums during a period of unpaid FMLA leave from the employee.

6.9.6 Cancellation of FMLA Leave

A) The county may cancel an FMLA leave at any time if they receive knowledge that the employee is utilizing the leave for purposes other than stated when the leave was granted.

B) An employee may cancel an FMLA leave and return to work upon 24-hour notice to Human Resources. Applicable certifications such as a properly documented fitness for duty may be required. See Section 6.9.4, C; Advance Notice and Certification

6.9.7 Job Restoration

A) Upon return from FMLA leave, an employee will be restored to the employee's original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment.

B) Failure of an employee to return to work upon the expiration of an FMLA leave may be treated as a resignation unless an extension has been agreed upon and approved by the Department Head and County Administrator. If a Department Head is requesting an extension the County Administrator shall have the authority to grant an extension.

C) The county encourages any employee who thinks that the federal leave law has been violated to report the problem to the County Attorney. In addition to reporting the problem to the County Attorney, or instead of doing so, an employee who thinks that the federal leave law has been violated may file a complaint with the United States Department of Labor or may file a civil lawsuit.

6.10 MN Parenting and Pregnancy Leave

This section is pursuant to Minnesota and Federal Law. Not all provisions and procedures are included in this handbook. More information regarding the birth or adoption of a child can be found in Minn. Stat. §181.940 - §181.944 and on the Department of Labor website: http://www.dol.gov/whd/fmla/.

A) Employees may be eligible for leave for the birth or adoption of a child under the Pregnancy and Parenting Leave Act of Minnesota and/or the Family and Medical Leave Act (FMLA). Employees seeking leave who are eligible for both leaves will take them concurrently. The provisions given to these employees will be determined by the leave in which the provision is most generous. Information on FMLA can be found in Section 6.9 Family & Medical Leave Act.

B) Employees are entitled to take an unpaid leave of absence under this policy and state law as follows. Eligible are female employees for prenatal care or incapacity due to pregnancy, childbirth, or related health conditions as well as a biological or adoptive parent in conjunction with after the birth or adoption of a child. Employees should provide reasonable notice, which is at least 30 days or as much notice as practicable. The following applies:

1. The leave must be used within twelve months after the date of birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than twelve months after the child leaves the hospital.
2. If the employee seeking leave has accrued paid personal and/or vacation leave, the employee must use the paid leave prior to taking unpaid Parenting Leave. This does not extend the twelve weeks of leave available under Pregnancy and Parenting Leave.

C) Employees may receive reasonable break time during working hours to express breast milk after the birth of a child under Minn. Stat. *§181.939* and the Fair Labor Standards Act (FLSA) without a loss in pay. These breaks may run concurrently with scheduled breaks already provided to employees. Employees wishing to receive break time for expressing breast milk during work hours may discuss their options with the Human Resources Director. (See 7.3 Breastfeeding Support Policy)

6.11 Bone Marrow/Organ Donation

A) Pursuant to Minn. Stat. *§181.945 and §181.9456,* an employee who works an average of 20 or more hours per week must be granted paid leaves of absence when the employee is undergoing a medical procedure for bone marrow, organ, or partial organ donation. The length of leave shall be determined by the employee but may not exceed 40 work hours unless agreed to by the Board of Commissioners upon the recommendation of County Administration.

B) The employee's department head and/or Human Resources may require verification by a physician of the purpose and length of each leave requested by the employee under this section. If there is a medical determination that the employee does not qualify as a donor, the paid leave of absence granted to the employee prior to that medical determination is not forfeited.

C) This section does not prevent an employer from providing leave for bone marrow donations in addition to leave allowed under this section. This section does not affect an employee's right with respect to any other employment benefit. Employees should also refer to the FMLA policy regarding unpaid time off for medical purposes.

6.12 Military Leave

Military leave shall be granted pursuant to state and federal laws.

A) Employees who are members of any reserve component of the military forces of the United States are granted military leave to go on duty for necessary training periods or in time of war or emergency pursuant to Minn. State Chapter *§192*. Such leave shall not to exceed 15 days in any calendar year. A day shall be determined as the employee's normal shift up to 24 hours.

B) Military leave more than 15 days in a calendar year may be granted additional leave without pay for the duration provided within federal and state laws and regulations. An employee may elect to use any available paid vacation, sick, personal, or compensatory time if applicable.

C) Employees who have used their 15 days of paid leave will receive unpaid military leave with reinstatement rights for up to five years. Service will be cumulatively counted in the computation of the five-year period unless listed as an exception with the USERRA (Section 4312 (c)).

D) All requests for military leave require four weeks' notice. Copies of military orders requiring leave are submitted to Human Resources prior to approval of the leave. No advance notice is required where military necessity precludes such notice or it is otherwise impossible. Employees should indicate if they would like to use some or all 15 days of military paid leave. If an employee knows they will be on duty from one payroll year into the next payroll year without interruption the employee may request to use all or a portion of their 15 days of military paid leave for the new payroll year.

E) If active military duty period was less than 31 days, the employee must return to work beginning the first work shift following honorable discharge and the expiration of 8 hours after they are transported to their home.

6.12.1 Benefits Continuation

A) The County will continue to contribute toward the cost of the employee's insurance coverage during the 15 working days of paid leave provided by state law. If the employee chooses to extend this leave through the use of earned vacation, sick, personal, or compensatory time, the County will continue its contribution towards the cost of

coverage during the additional days of paid leave. Upon commencement of unpaid leave, the employee is entitled to continue coverage for themselves and/or their dependents during the unpaid leave for a maximum of 24 months at full cost (without the County's contribution) with a 2% administrative fee pursuant to the continuation provisions of COBRA.

B) County medical, dental and long-term disability insurance will be suspended on the first day of approved unpaid military leave and continue for the duration of the military leave. Any life insurance policies will be suspended during unpaid military leave unless the employee chooses to continue them at their expense. Any suspended county insurance will be immediately reinstated upon the employee's first day of employment after returning from military leave. Upon reinstatement, the employee shall have the same rights with respect to applicable accrued and future seniority status, vacation, sick leave, and other benefits as if that employee had been employed during the time of such leave.

6.13 Family Leave for Service Personnel

Murray County to supports employees who serve in the military and to their families when military members are injured or deployed per Minn. Stat. §181.946, 181.947, and *181.948.*

A) Eligible employees will be granted a leave of absence of up to ten working days without pay to employee whose immediate family member, as a member of the United States armed forces, has been injured or killed while engaged in active service. "Immediate family member" means a person's parent, child, grandparents, siblings, or spouse.

B) Unless a leave would unduly disrupt the operations of the County, the County shall grant a leave of absence without pay to any employee whose immediate family member, as a member of the United States armed forces, has been ordered into active service in support of a war or other national emergency. The amount of leave provided under this subdivision may be limited to the actual time necessary for the employee to attend a send-off or homecoming ceremony for the mobilized service member, not to exceed one day's duration in any calendar year. Immediate family member is defined as a person's grandparent, parent, legal guardian, sibling, child, grandchild, spouse, fiancé, or fiancée.

C) The length of leave provided under this section may be reduced by any period of paid leave.

6.14 Volunteer Fire and Ambulance Service Leave

Regular employees with supervisory approval may leave work to attend emergency calls and volunteer for community service as long as their work is not adversely affected. The purpose of this leave is to allow staff to volunteer for emergency service and support local community efforts that do not benefit the employee directly.

A) Employees must receive department head approval of their eligibility for emergency service leave prior to a call to service. Department heads shall notify Human Resources and payroll of which employees are approved for such leave.

B) Approved employees who assist the Fire Department or respond to an ambulance call may take time off without pay or use accrued vacation, personal or compensatory time. Time may be made up during the same week so long as it does not result in overtime.

6.15 Blood Donation

A) Employees may leave work to give blood. Employees are responsible for notifying and gaining approval from their supervisor.

B) Regular and probationary full-time and part-time employees will receive paid time to give blood. Paid time for blood donation will be tracked by the approving supervisor.

6.16 Voting Leave

The County will allow time off to vote in any statewide general election or federal general election in accordance with Minn. Stat. §204C.04.

A) During statewide general elections or federal general elections, all employees shall be granted a reasonable amount of time off without penalty or deduction from wages, not to exceed two (2) hours to vote. Employees must be eligible to and intend to vote. Time off for voting purposes must be scheduled with the employee's supervisor or Department Head.

B) Any employee who uses this leave for purposes other than voting is subject to disciplinary action. Since election polling stations are normally open both before and after working hours, employees are encouraged to schedule their voting time outside of working hours if possible. Time off to vote on Election Day is not counted as working time for purposes of determining overtime compensation as provided under the Federal Fair Labor Standards Act.

6.17 Election Judge Leave

A) Per Minn. Stat. *§204B.195,* an employee who is selected to serve as election judge shall give at least 20 days written notice to their department head and is considered on paid leave. Employees must remit the stipend received for such duty to the Auditor Treasurer, except for mileage and meal payments.

6.18 Court/Jury Duty Leave

Employees subpoenaed as witnesses or called and selected for jury duty are granted paid leave.

A) In the event an employee is called for court or jury duty, the employee must immediately submit a written request for leave of absence to their supervisor or department head regarding the dates of service, court location, and provide a copy of the letter of transmittal. The department head shall be responsible for authorizing the leave of absence. The authorized written request shall be forwarded to Human Resources.

B) If an employee is released for a day or part of a day during district jury or court duty, they must report to work if it is their normally scheduled workday and more than one hour remains to the end of their shift.

C) Employees granted paid leave for jury duty will receive their regular compensation and must return all jury duty fees (stipend) to the Auditor Treasurer Office, except for mileage and meal payments.

D) An employee who elects to use vacation leave, personal leave, leave of absence without pay or compensatory time off while serving jury duty may keep the stipend. Employees may retain mileage allowances and other expenses provided by the Court that will not be reimbursed by the County.

6.19 School Conference & Activities Leave

The County supports the participation of parents in the school activities of their children in accordance with Minn. Stat. §181.9412.

A) An employee may be eligible for leave of up to a total of 16 hours during any 12-month period to attend school conferences or a classroom activity related to the employee's children, or receives child care services, as defined in Minn. Stat. *§119B.011*, provided the conferences or classroom activities cannot be scheduled during non-work hours.

B) The leave under this section shall be unpaid leave unless the employee chooses to substitute accrued vacation leave, compensatory time off, or personal leave.

Section VII – Benefits and Insurance

7.1 Insurance Benefits

The county shall participate in a group health benefit and insurance program. The County Board has the authority to approve, modify, and interpret the plan. Details and options of insurance plans are on file in Human Resources and HR Connection.

7.1.1 Program Policy & Procedures

A) All regular and probationary full and part time employees working thirty (30) hours or more per week, and elected officials, are eligible to enroll in Murray County's insurance benefits program.

B) Coverage for new hires shall be effective on the first day of the month following completion of one full month of employment.

(C) Participants may elect family coverage for the employee's spouse and each child (until the 26th birthday).

D) Annual open enrollment will take place during the last quarter of the calendar year for the plan to be in effect as of January 1 of the following year.

E) The County's employee group insurance program consists of the following insurances:

1. Employer paid:
    a. Life Insurance
    b. Long Term Disability
2. Employee optional:
    a. Medical
    b. Supplemental Life (additional coverage, spouse, and dependent)
    c. Short Term Disability
    d. Dental
    e. Vision
    f. Supplemental plans (Accident, Critical Illness, Hospital)

F) The county will determine the rate of the employee's contribution towards the purchase of medical insurance. The County Board will determine the monthly rate of the following year prior to annual open enrollment.

7.1.2 Medical Insurance

(A) The county shall provide a monthly contribution amount to be applied towards the employee's cost of medical insurance premiums. This contribution may differ based upon single or family coverage.

B) If an employee elects not to take the medical insurance coverage, the county contribution will be reduced by the amount allocated to such coverage.

C) Participants shall pay their portion of insurance contributions through regular payroll deductions.

D) The County shall contribute the full employer contribution amount towards the employee's medical insurance for the month in which the employee terminates employment. County paid insurance coverages cease the last day of the month in which employment ends.

E) Per Minn. Stat. *§471.61*, eligible employees terminating employment may continue on the County medical plan in accordance with applicable state and federal law, regarding state continuation of insurance and conversion requirements, COBRA, USERRA, and FMLA. See Section XII Employment Changes.

7.1.3 Life/Accidental Death & Dismemberment

A) All insurance benefits program participants will have basic term life insurance purchased by the county.

B) Additional life insurance may be purchased by the employee; for the employee, spouse and/or dependent children. Children over the age of 18 may continue coverage up to the 26th birthday.

C) The amount of coverage and the definition of terms are subject to the conditions of the policy presently in force.

7.1.4 Long-Term Disability

A) All insurance benefits program participants will have long-term disability coverage purchased by the county. Such insurance cost is based upon the individual's wage or salary as of January 1st of the plan year.

B) Employees who want to apply for long-term disability benefits should contact Human Resources.

7.1.5 Dental Insurance

A) Insurance benefits program participants may enroll in Murray County's group dental insurance plan. Spouse and/or dependent coverage may be elected. Children over the age of 18 may continue coverage up to the 26th birthday.

7.1.6 Savings Plans

A) Insurance benefits program participants may participate in a VEBA, HSA, and/or Flexible Spending Account (FSA) to utilize pre-tax dollars for certain medical expenses of the employee, spouse and/or dependents.

7.1.7 Short Term Disability

A) Insurance benefits program participants may choose short term disability (STD) benefits through premiums paid via post tax payroll deductions. Employees shall not be required to utilize county provided leave accruals while on STD. The employee may, where state law permits, choose to have paid leave supplement the disability plan benefits. Any combination of STD payments with county provided leave, shall not exceed 100% of employee's regular weekly salary.

7.2 Employee Assistance Program (EAP)

7.2.1 Minnesota Counties Intergovernmental Trust (MCIT) EAP

A) The county in union with MCIT provides employees with a voluntary program that provides short term, no-cost counseling services for eligible employees and their family members. Employees and family members will receive up to four counseling sessions per year for each identified problem. If additional or more long-term counseling is needed the counselor will assist you in obtaining services. Supervisors may encourage employees to seek assistance with the EAP if they notice performance deficiencies.

B) Participation in the program is completely confidential and will not jeopardize an employee's job security or reputation. All records are retained by the EAP provider and are not accessible to the county without the employee's consent. The EAP program is here to help with:

1. Concerns about your job
2. Relationship/family/divorce/separation issues
3. Financial concerns
4. Depression and anxiety
5. Parent/child difficulties
6. Loss and grief; death
7. Alcohol or chemical abuse problems

C) Employees who would like to use the provided EAP service may call 1-800-550-MCIT (6248). This number also serves as a hotline for immediate counseling needs. You will be read a Tennessen Warning (a notice regarding the confidentiality of your call). To coordinate your appointment, you will be asked your name, the organization for

which you work, your social security number, and address. You will receive a face-to-face meeting with a professional counselor within 2 days of your initial telephone call.

D) Employees may request sick leave when counseling sessions cannot be scheduled during non-working hours.

7.2.2 First Stop Health

A) The county has contracted First Stop Health (FSH) to provide virtual telemedicine and mental health counselling services to benefit enrolled employees. (FSH) may be accessed through email or a phone app to enable employee's interaction with medical doctors or mental health/counseling services. (FSH) is County provided and is no cost to employees.

7.3 Breastfeeding Support Policy

Per Minn. Stat. §181.939 and the Fair Labor Standards Act (FLSA), Murray County shall allow reasonable break time and appropriate facilities to accommodate any employee desiring to express breast milk.

A) A private room will be provided (not a toilet stall or restroom) for employees to express milk. The room will be private and sanitary, have an electrical outlet, and the door must have a locking mechanism to ensure privacy for the occupant. If employees prefer, they may also express milk in their own private office, or in other comfortable locations agreed upon in consultation with the employee's supervisor. Expressed milk can be stored in a designated refrigerator.

B) Lactating employees will be provided break times each day to express milk. Supervisors should encourage the employee to utilize existing breaks for the purposes of expressing milk.

C) Supervisors are responsible for alerting pregnant, lactating, and breastfeeding employees about Murray County's worksite breastfeeding support. It is expected that all supervisors and employees will assist in providing a positive atmosphere of support for expressing breastmilk.
D) Consistent with state law and the Department of Labor and Industry's model notice, employees are notified of the following:

1. Minnesota's Nursing Mothers, Lactating Employees, and Pregnancy Accommodations law (Minn. Stat. §181.939) gives pregnant and lactating employees certain legal rights.

2. Pregnant employees have the right to request and receive reasonable accommodations, which may include, but are not limited to, more frequent or longer breaks, seating, limits to heavy lifting, temporary transfer to another position, temporary leave of absence or modification in work schedule or tasks. An employer cannot require an employee to take a leave or accept an accommodation.

3. Lactating employees have the right to reasonable paid break times to express milk at work unless they are expressing milk during a break that is not usually paid, such as a meal break. Employers should provide a clean, private, and secure room that is not a bathroom near the work area that includes access to an electrical outlet for employees to express milk.

4. It is against the law for an employer to retaliate, or to take negative action, against a pregnant or lactating employee for exercising their rights under this law.

5. Employees who believe their rights have been violated under this law can contact the Minnesota Department of Labor and Industry's Labor Standards Division at dli.laborstandards@state.mn.us or 651-284-5075 for help. Employees also have the right to file a civil lawsuit for relief.

7.4 Wellness Reimbursement Program

Murray County is dedicated to creating a healthy work environment that supports employee and workplace health. This section does not apply to elected officials.

A) Murray County's Wellness Reimbursement Program is open to all regular employees. Employees who are in the process of terminating employment are not eligible.

B) The Wellness Reimbursement Program allows eligible employees who have accumulated sick leave balances to trade their sick leave hours to cover the cost of health and wellness-related expenses, provided that general provisions stated in of the program stated in Section (D) are met. Eligible employees may submit claims for reimbursement for expenses incurred for the employee, spouse, or eligible dependents as defined under the county health insurance plan.

C) Employees may only receive four reimbursements per year. Reimbursement requests may include multiple items/payments. Sick leave payouts will only be granted in whole day (8 hour) increments. The reimbursement rate will be $60.00 per day. Sick leave payout will not be approved for reimbursements requests under $60.00. The reimbursement is considered taxable income.

D) The following general provisions must be met for a reimbursement claim to be granted:

1. Only eligible expenses will qualify for reimbursement;
2. A minimum balance of three weeks (90 hours for 30 hour per week employees or 120 hours for 40 hour per week employees) of sick leave must remain after reimbursement;
3. Employees may only be reimbursed for the net cost of any expense, less any other reimbursements such as a medical insurance fitness discount;
4. Expenses must not have been reimbursed by flexible spending or HSA;
5. Expenses must be submitted in the year incurred;
6. Reimbursements may not exceed the maximum amount of $1,020 per calendar year and must be received before the last full payroll period of the year in order to be processed for that year.

E) To claim a reimbursement under this program, an employee must submit a Wellness Reimbursement Form (located in Human Resources with appropriate documentation showing price and purchaser (receipt, invoice, warranty, etc.) to Human Resources. Providing the request meets the general provisions of the program, it will be approved within 10 business days and applied in the current pay period if possible.

F) Eligible Expenses:

1. Health club memberships, swim passes, and swimming lessons (single, couple, family if eligible and including any tax and/or enrollment fees);
2. Smoking cessation programs;
3. Weight loss programs;
4. Stress management classes/programs;
5. Fitness/exercise programs (i.e., Jazzercise, Curves, martial arts, etc.…);
6. Personal trainers;
7. New or used stationary personal exercise equipment that can be used year-round in the home (i.e., treadmill, exercise bike, stair-stepper, weight machine, weights, yoga mat, etc.….) or non-stationary exercise equipment (i.e., bike, jogger stroller, child carrier, and helmets);
8. Maintenance/repairs/warranties on eligible equipment;
9. Recreational Equipment (i.e., rollerblades, skis, snowshoes, kayaks, etc.);
10. Monitoring devices (i.e., pedometer, heart rate monitor, and scale);
11. Fitness media (DVDS, videos, and fitness games). Title must be stated on request form.
12. Club membership of a primarily social nature (i.e., Country club/golf course membership)
13. Clothing items (i.e., shorts, jackets, etc.…);
14. Food/supplements purchased in conjunction with a weight loss program;
15. Camping equipment (i.e., tents, backpacks, fishing poles, etc.…);
16. Fees (i.e., registrations, park entrances, court/green fees, lift tickets, lockers, tanning, etc.…);
17. Sports equipment for an activity that is used in school, league, or organized sports (i.e., tennis, football, basketball, baseball, hockey, golf, etc.);
18. Gaming systems such as Wii or Xbox.

7.5 PERA

A) Pursuant to Minn. Chapter §353, Murray County participates in the Public Employee Retirement Association (PERA). Eligible employees are covered by the plan consistent with the plan's provisions. Employees contribute a portion of their pay, and the county contributes an equal or larger amount to the fund on behalf of the employee.

B) Regular and probationary employees who have earned $425.00 in any given month will generally be considered eligible. Some temporary employees (those employees who have earned $425.00 in any given month and who will work for a period of longer than six months) may also be eligible. Participating county employees will become vested after five years of employment. Eligible employees will be placed into one of the following plans:

1. Coordinated
2. Police and Fire
3. Defined Contribution Plan

C) All employees shall come under the Public Employees Retirement Act as set forth in the Minnesota Statutes, and when applicable, the Federal Social Security Act. Rates are subject to change through legislative action.

7.6 Deferred Compensation

This section also applies to Elected Officials.

A) Murray County provides employees the opportunity to participate in a 457b Deferred Compensation plan that allows employees to place a portion of their earnings into a pre-tax or after tax (ROTH) deferred investment program through payroll deductions. The plans have been entered into with the following investment firms:

1. Edward Jones
2. Investor's Choice Financial Services
3. Minnesota Deferred Compensation Plan (MNDCP)

B) Employees interested in enrolling in a deferred compensation plan should contact Human Resources.

Section VIII – Workplace Safety

Any employee who acts in violation of this policy is subject to disciplinary action up to and including termination. This policy also applies to Elected Officials.

8.1 Offensive Conduct and Harassment

Sexual or general harassment or acts of reprisal against such reports of county employees or applicants for employment is strictly prohibited and will not be tolerated. It is each employee's responsibility to maintain a workplace free of any form of harassment and discrimination.

8.1.1 Policy Statement

A) Murray County is committed to maintaining a work environment free from offensive conduct, harassment and violence based on race, national origin, gender, religion, disability, age, and marital status, status with regard to public assistance, sexual orientation or other legally protected class status. Section 1.4, Declaration of Affirmative Action, Minnesota Human Rights Act, and Title VII of the Civil Rights Act of 1964.

B) Murray County will not tolerate workplace harassment, whether committed by an employee, supervisor/manager, vendor, contractor, agent, officer, Commissioner, or other Elected Official against anyone, including managers, supervisors, and co-workers. The policy applies while on County property and during all Murray County business including outside of the office, such as travel, meetings, etc. It may also include social

gatherings if the behavior directed from one employee to another is egregious enough to negatively impact the work environment.

C) All County employees and elected officials shall participate in annual general and sexual harassment training conducted through Human Resources.

D) Non-intent is no defense to a complaint of harassment. Regardless of intent, it is the effect on the subject claiming harassment that determine whether the behavior constitutes harassment. Unacceptable/offensive behavior does not have to rise to the level of harassment before disciplinary action occurs. Complaints received will be thoroughly investigated to determine whether the behavior and circumstances are against this policy and/or constitute harassment.

E) Investigation and resolution of a complaint under this policy does not replace the right to pursue other options such as filing a complaint with the Minnesota Department of Human Rights, the Equal Employment Opportunities Commission, or seeking assistance under state or federal laws with a private attorney. Pursuit of these options by the offended person will not preclude processing of complaints by Murray County.

8.1.2 General Harassment

A) Harassment of offensive behavior includes: unwelcome physical, verbal, or non-verbal conduct based upon reasons stated in Section 8.1.1 (A), especially if that conduct or communication has the purpose or effect of substantially or unreasonably interfering with the individual's employment or use of public services or accommodations or creates an intimidating or offensive environment.

B) General harassment may consist of, but is not limited to:

1. Verbal harassment (e.g. epithets, derogatory statements, slurs, and offensive comments or jokes based on an individual's protected class).
2. Physical harassment (e.g. unnecessary or offensive touching), and
3. Visual harassment (e.g. offensive posters, cartoons, drawings, gestures, screensavers, clothing).
4. Behavior that demeans or intimidates an employee or group of employees because of their protected class.

8.1.3 Sexual Harassment

A) Sexual harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature:

1. Where giving in to or rejecting the behavior is used as the basis for employment decisions affecting the individual (e.g. getting hired if one submits to the sexual behavior: continuing employment depends on "going along" with harassing conduct, or "giving in" to sexual demands such as dates, 'late night meetings', or a sexual relationship, to name a few).
2. Verbal comments, abuse, or kidding that is sexual-oriented in nature.
3. Non-verbal displays such as objects, cartoons, facial expressions.
4. Which has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment (please see examples below).
5. Unwelcome physical contact or closeness that is sexually suggestive, degrading, or intimidation such as the unwelcome touching of another's body parts, cornering or blocking an individual, standing too close, spanking, pinching, following, leering, stalking, frontal-body hugs, etc.
6. Unwelcome and offensive physical pranks or touching of an individual's clothing based on gender and/or other protected class.
7. When demeaning, degrading, and offensive behavior is directed towards one gender when the behavior may not necessarily be sexual in nature, but would not occur to that individual if not for her/his gender.
8. Sexual harassment also includes harassment between members of the same sex, including harassment motivated by a belief that a coworker does not conform to the stereotypes of his or her gender. Harassing behavior aimed at an individual because of their real or perceived sexual orientation will not be tolerated and is a violation of the law.

8.1.4 Responsibilities and Complaint Procedures

A) To the extent they feel safe and comfortable in doing so, employees are encouraged to communicate to the offender, verbally or in a letter and/or an advocate present and tell the offender to cease the unwelcomed conduct. If the offended employee's concerns are not resolved satisfactorily by politely but firmly requesting that the offender cease the behavior, or if the offended employee feels they cannot discuss the concerns with the offender, the offended employee shall inform their supervisor/department head, the County Administrator, County Attorney, or Human Resources Director.

B) All employees have the following responsibilities:

1. Any employee who believes they have been subject to sexual or general harassment as defined in Sections 8.1.2, 8.1.3, and have not found resolution by addressing the behavior with the offender, must report the offense to Human Resources, County Administrator, or the County Attorney in person or by submitting the Murray County Harassment Reporting Form.
2. Employees are encouraged to report the behavior as soon as possible after a harassing incident.

C) Supervisors, department heads, and Elected Officials are held to a more rigorous standard of conduct especially when subordinates are the object of the prohibited behavior. Responsibilities include but are not limited to:

1. Recognizing incidents which they believe may be general or sexual harassment, and immediately notifying Human Resources, the County Administrator, or the County Attorney of any possible incidents. Reporting can be done in person or by submitting the Murray County Harassment Reporting Form so that investigatory procedures may be implemented.
2. Immediately notifying Human Resources, the County Administrator, or the County Attorney upon receipt of a complaint of harassment by submitting the Murray County Harassment Reporting Form so that investigatory procedures may be implemented.
3. Supervisors are not to undertake investigations or take corrective actions but are to inform Human Resources, the County Administrator, or the County Attorney and then await directions as to the next steps to be taken.

D) County Administrator/Human Resource responsibilities include:

1. Informing department heads and employees of the county's policy regarding harassment.
2. Promptly investigating harassment allegations and ensuring that appropriate disciplinary action is consistently and fairly administered.

8.1.5 Investigations

A) Once a complaint has come to the attention of Human Resources, the County will respond in a manner it deems appropriate for addressing the reported behavior, even if the complainant does not want the incident investigated. The County Administrator and Human Resources have the decision-making authority to review the investigative reports and to make a finding of whether the harassment policy has been violated.

B) Civil investigations of complaints and/or incidents of sexual harassment, general harassment, bullying, disparate treatment, or discrimination, are conducted through the County Administrator and Human Resources. The County Administrator may retain a third party to conduct an investigation as needed if the County Administrator determines the allegations would best be investigated by an outside party. The County Administrator will notify the Personnel Committee if a third party or legal attorney is consulted. If a complaint is made against the County Administrator, the County Attorney and Personnel Committee will be notified, and Human Resources will be consulted. If initial fact finding indicates County Administrator misconduct, a neutral third party may be appointed to make the investigation, upon Board approval.

C) A full investigation may not always be required for every complaint. An informal resolution is often an appropriate response depending upon the nature of the complaint. The goal of the informal resolution is to stop the inappropriate behavior.

8.2 Safe and Respectful Workplace Policy

This policy applies to full-time, part-time, temporary intermittent and seasonal employees, elected and appointed officials, interns, grant recipients, volunteers, and citizens.

8.2.1 Workplace Violence

A) Murray County is committed to providing a respectful work environment that is conducive to productivity and effective customer service. The County will not tolerate violence or threats of violence by or toward any employee, client, volunteer, or citizen. Violence or threats of violence may subject the individual to appropriate disciplinary action, possible criminal charges and/or possible restriction from county facilities.

B) Possession, threat of use, or use of an object as a dangerous weapon, including all firearms, is prohibited at the workplace, on county property, in county facilities, in county vehicles, and when doing business for the county unless required for official duties.

C) Anyone who believes they have been the subject of a violation of this policy or witnesses a violation of this policy must immediately report it to their supervisor or any other member of management.

8.2.2 Anti Bullying Workplace

B) Workplace bullying is persistent behavior by a person or group that is threatening, humiliating and/or intimidating. An employee who engages in disrespectful workplace behavior is subject to appropriate disciplinary procedures. Disrespectful and prohibited actions may include:

1. Actions that have a negative impact on the work environment;
2. Excessive rudeness;
3. Inappropriate joking;
4. Name calling;
5. Disrespectful language;
6. Behaving in an “offensive” way;
7. Preventing work from getting done;
8. Trumpeting a real or perceived power imbalance;
9. Spreading rumors and “derogatory remarks;”
10. Excluding or isolating people;

C) An employee who has observed a violation of this policy or who believes they have been treated in violation of this policy may deal with the situation in one or more of the following ways:

1. Politely but firmly request that the person cease the behavior. This may include describing how this behavior is disrespectful (i.e., causing feelings of intimidation, offense, or discomfort).
2. Document the incident(s) of inappropriate behavior, a summary of the conversation with the person (if any), and a description of that person’s reaction to the conversation following the incident (if any). Such documentation should be promptly provided to a supervisor or Human Resources to enable the County to address the situation in a swift and effective manner.
3. If an employee fears that adverse employment consequences or violent behavior could result from direct conversation with the offender, the employee should go to their supervisor, department head, Human Resources, or the County Administrator. The report of such an incident should include the details of the situation, including the resolution sought. An investigation will follow such a report.

D) Management responsibilities include investigating all complaints and making necessary efforts to re-establish or provide an environment free of disrespectful behavior. Supervisors and department heads who receive a complaint shall record their actions in response to the complaint, including any investigation, correction, or discipline. A supervisor or department head that becomes aware of disrespectful workplace behavior and fails to take actions against it is subject to disciplinary procedures.

8.2.3 Retaliation

A) Murray County will not tolerate retaliation or intimidation of any kind towards anyone making a report or complaint of harassment or offensive behavior. No employee who reports a violation of this policy will be subject to any adverse employment action because of the reporting. No manager or employee at Murray County will retaliate against an employee because he or she has opposed alleged discriminatory practices including complaining of discrimination or harassment through the internal complaint procedures, filing a charge of discrimination with any municipal, state, or federal equal employment opportunity agency, or participating in an investigation of a charge or complaint of discrimination or workplace harassment. Such retaliation and intimidation not only violate this policy but also violates state and federal law.

B) All parties involved shall be informed of their right to be free of retaliation and intimidation. Murray County shall bring swift and strict disciplinary action against any individual who retaliates against a person reporting harassment or who retaliates against a person who testifies, assists, or participates in an investigation proceeding or hearing in connection with a harassment complaint.

C) Examples of retaliation include but are not limited to:

1. ignoring and/or isolating others,
2. refusing to speak or meet,
3. unfair performance review,
4. not being informed/included about important events such as meetings or changes in policies,
5. ridicule (public or private),
6. definitions included in Section 8.2.2 Anti Bullying Workplace.
7. intentional filing of an unfounded complaint under this policy.

8.3 Identification (Badge) Policy

The purpose of the Identification Policy is to increase the safety and security of employees and visitors by providing ID badges to all employees and Elected Officials to distinguish them from visitors to government buildings.

A) All Murray County employees and officials are required to display or carry on their person, the Murray County ID Badge on their person whenever the employee or official is on Murray County property conducting county business.

B) All County employees and/or officials, when conducting county business not on county property, are required to carry the ID Badge and present it on request. The ID Badge may be displayed at the discretion of the individual.

C) Employees must report any damaged, lost, or stolen ID Badge immediately to the Emergency Manager and/or IT for deactivation.

D) Government Center personnel shall not permit or allow unknown persons to enter the Government Center through any door at any time by using their ID Badge or provide their ID Badge to any person for unrestricted Government Center access. Government Center personnel shall report any suspicious or unusual circumstances that they witness to their supervisor and/or the Sheriff's office immediately.

E) Upon termination of employment, the ID Badge will be immediately deactivated, and the department head will collect the ID Badge and any keys from the terminating employee. Employees may not keep their Murray County ID Badge upon termination of employment for any reason.

8.4 Door Security Policy

A) Entry doors and select office department doors are electronically secured and accessed with the employee ID fob or key. Doors enabling access to Government Buildings are open and available for public entry during specified hours. Regular workday business hours are from 8:00am to 4:30pm M-F.

B) Within Government Buildings, all office doors electronically secured and accessed with the employee's ID fob shall remain closed when during business hours when public county services are being provided. Electronically secured doors accessing department space shall not be propped open, held open, and/or unattended.

C) Exceptions to this security measure may occur during an emergency, construction, or special meeting outside of regular business hours.

8.5 Cannabis, Tobacco, and Vaping

Consistent with the Minnesota Clean Indoor Air Act, concern for public health and safety, and the inherent managerial right to implement reasonable work rules, the county provides a cannabis, tobacco, and vape free environment for employees, visitors and clients in all county facilities and county vehicles.

A) All county facilities (including garages, grandstands, barns, restrooms, and other buildings) and county vehicles are no-vaping/non-cannabis and tobacco use areas.

B) "Cannabis or Tobacco Products" shall mean cigarettes and any products containing, made, or derived from tobacco or marijuana that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a cannabis or tobacco product.

C) "Smoking" shall mean inhaling, exhaling, or breathing smoke from any lighted or heated cigar, cigarette, joint, pipe, or any other lighted or heated cannabis or tobacco, plant, or similar product, or inhaling or exhaling vapor from any electronic delivery device. Smoking shall include carrying a lighted or heated cigar, cigarette, joint, pipe, or any other lighted or heated cannabis or tobacco, plant, or similar product and other substances intended for inhalation.

D) "Electronic Delivery Device" shall mean any product containing or delivering nicotine, THC, lobelia, or any other substance intended for human consumption that can be used by a person to simulate smoking in the delivery of nicotine, THC, or any other substance through inhalation of vapor from the product (often referred to as e-cigarettes or hookah pens).

E) Violation of this policy will result in discipline, up to and including termination. See Section 4.7 Disciplinary Action.

8.6 Adverse Weather

In the event of adverse weather and road conditions, an employee should use their personal judgement before attempting to be present for work even though individual offices are open for business.

A) This policy addresses closure of county offices due to potentially dangerous weather conditions. Specific employee positions that may be required to respond or work during a weather-related closing may include highway personnel, sheriff deputies, dispatchers, building maintenance, and IT. No special provision is made for essential employees.

B) Employees unable to make it into work due to weather conditions may use vacation, compensatory time, and/or personal time for the time missed. ESST may be utilized for adverse weather if criteria are met to take such leave as outlined in Section 6.7. Such employees may also make up the time missed within the workweek if it does not lead to overtime. Non-essential employees may not work, in any official capacity, when closure has taken place.

C) In the event that the staff in an entire department elects to leave due to weather conditions, the supervisor/department head shall notify the County Administrator. The County Administrator will ensure that prompt notice is sent to KJOE Radio, media sites, and noticed on the County website.

D) Employees are encouraged to reserve hours of leave or compensatory time for weather contingency purposes and make emergency plans in case weather conditions may prevent their return home.

E) Employees and citizens may be advised not to leave the premises after regular office hours because of severe weather or other emergency conditions such as tornadoes. Remaining on the premises after hours, however, does not entitle employees to overtime.

8.6.1 County Closing Procedures

Per Minn. Stat. §373.052, County offices shall be open for public business on all business days (M-F) except legal and/or County holidays, and certain emergency situations.

A) For purposes of this policy, to "close" means the total or partial suspension of operations of county departments. While certain individual County employees, due to the nature of the emergency, may still have to work, non-emergency operations will cease, and the public will not be allowed to conduct non-emergency business in County offices. Delayed opening and early closing as well as all-day closing are included in the definition of to "close". Certain facilities in the County may be closed if the hazard is localized.

B) The closure of non-essential County facilities is directed by the County Administrator in consultation with the County Board Chair. If closure is advised, the County Administrator shall notify the full County Board, Highway Supervisor, and the County Sheriff. The County Administrator shall confirm that notification is sent to KJOE Radio, and ensure notice is posted on the website and media sites.

C) The Emergency Manager shall send out a CODE RED notice to county employees who have registered for employee CODE RED. Employees should listen to KJOE (106.1) if there are inquiries of facility closure. Supervisors and department heads are strongly advised to communicate with staff to notify of facilities closure.

8.7 Emergency Action

The county realizes the importance of having an emergency action plan in place in all facilities to keep employees and the public safe during emergency situations. Murray County's Government Facilities Emergency Action Plan available in Human Resources or on the County S drive. Departmental action plans will be in locations as designated by the department head.

A) The Murray County Emergency Action plan is a listing of agencies, contacts, and detailed information on procedures to follow in the event of fire, severe weather, bomb threat, power failures or hazardous material spill/leak.

B) All employees of the county are expected to be familiar with procedures and individual responsibilities within their respective department. The department head is responsible for informing employees within their supervision of the departmental procedures for emergency action.

8.8 Safety Program

The Occupational Safety and Health Act (OSHA), requires the county to develop written, comprehensive workplace safety and health programs. This legislation (Minn. Stat. §182.653 subd. 8) is known as A Workplace Accident and Injury Reduction (AWAIR) Act. Murray County's AWAIR policy, ERTK (Employee Right to Know) and corresponding documents are located in the Safety Program on the HR Connection website, the County intranet, and are available in Human Resources and Emergency Management departments.

8.8.1 Policy

A) It is the employee's responsibility to cooperate in every respect with the Safety Program, AWAIR Policy, ERTK, OSHA regulations, local, state, and federal laws, department safety rules, and specific job training so that operations may be carried on in such manner as to ensure the safety of all employees and citizens.

B) Safety performance will be considered in each employee's performance appraisal. Disciplinary actions concerning safety are identical to those for violations of other work rules.

C) Regular employees are required to participate in one (1) safety training each year. Safety trainings will include education and training on AWAIR procedures, ERTK procedures, and preventing infection in the workplace.

D) Murray County maintains a Safety Committee consisting of representatives from different departments and other Murray County entities. It is the responsibility of the Safety Committee to develop and maintain emergency procedures, respond to safety concerns, recommend corrections, and to notify employees of any changes in the safety program or the AWAIR and ERTK policy. The full list of responsibilities and members of the committee is in Murray County's AWAIR policy.

8.8.2 Reporting & Responsibilities

A) Employees should immediately contact their department head or supervisor if they identify any unsafe or hazardous acts, working conditions, or equipment, or if they identify a condition that could have an immediate harmful effect on the health of employees or the public.

1. The following steps shall be taken by employees if hazards are identified;
    a. Employees shall correct unsafe or unhealthful working conditions if possible. Employee shall contact the department head or the Emergency Manager if correcting the safety hazard is not possible.
    b. Within twenty-four hours of the incident, regardless of correction made, the Emergency Manager must also be notified.
    c. Employees may report the conditions verbally, in any written formant, or by using the Safety Concern Report.

2. Upon exposure to, or discovery of blood or certain other human body fluids:
    a. Employee must report to their immediate supervisory or other management personnel any incident of parenteral or mucous membrane, blood, or body fluid exposure occurring to them, an employee, or to a person receiving county services.
    b. If a situation arises in which any employee observes even a few drops of blood or other potentially infectious materials, the employee shall not attempt to clean the area. Only authorized and trained personnel should deal with these situations: these include county custodial employees.

B) Upon report of an unsafe or unhealthy working condition, department heads and supervisors are required:

1. To immediately inspect the site to determine the extent and degree of the hazard;
2. To correct all hazards that are within their resources;
3. To report to their department head and the Emergency Manager any hazards that will take more than 30 days to correct or are not within their resources;
4. To ensure that medical evaluation, treatment, and counseling recommendations are provided to persons who were exposed to parenteral or mucous membrane, blood, or other body fluids.

C) In instances of injury to the person or property of a member of the public because of operation of county property under the employee's control.

1. The employee shall make a report to their supervisor.
2. Within twenty-four hours of the incident, the Human Resources Director must be notified.
3. The Emergency Manager or the Human Resources Director will investigate the accident.
4. Employees who observe the accident should make note of the events and record the name and address of the injured person(s) and other witnesses.
5. Injured persons should be strongly encouraged to be seen by a medical practitioner.

D) According to the concept of Universal Precautions and the OSHA Blood borne Pathogen Standard, all human blood and certain other human body fluids are to be treated as if known to be infected with HIV, HBV, or other

blood borne pathogens. All employees are responsible for following Universal Blood and Body Fluid Precautions as applicable to their employment duties.

E) Employees may not refuse to provide a service based on an individual's health condition. Coworkers who feel endangered by a fellow employee's health condition may not refuse to work with that employee if it is determined that the infected individual does not pose a significant health or safety risk.

F) If determined necessary, the county makes reasonable accommodation to the employee's duties according to the medical recommendations of the employee's or the county's consulting physician. Such determination is made on a case-by-case basis by the employing department head in consultation with the County Administrator and Human Resources Director.

G) The County shall provide employees appropriate protective equipment, which may include, but not be limited to gloves, gowns or aprons, masks, eye protection and face shields/masks. The County shall ensure that appropriate PPE is readily accessible and issued to the employees if needed. Hypoallergenic supplies shall be made available to allergic employees.

8.8.3 Prevention of Hepatitis B Infection

The county recognizes the employment-related rights and concerns of its employees in regard to hepatitis B virus (HBV) infection. It recognizes the rights of clients and the public at large to continue to receive quality county services, regardless of their health condition. The county acknowledges its obligation as an employer to provide a safe work environment for all employees, clients and the public at large.

A) The county provides, at its expense, voluntary pre-exposure HBV for all employees who test negative for HBV antibodies. Pre-exposure vaccination and post-exposure testing and treatment of employees are voluntary and are not required to begin or maintain employment with the county. A copy of the employee's signed statement of HBV risk notification, HBV vaccination option, and documentation of HBV vaccinations received as part of this program, are filed in the employee's personnel file.

B) The county, its vendors or other persons or entities involved with the county do not discriminate against any employee, applicant, or client on the basis of HBV infection. The county does not deny continued employment solely based on medical condition, as long as:

1. The employee meets acceptable performance and attendance standards.
2. Medical evidence indicates that working is not a threat to the employee; and
3. Medical evidence indicates that the employee is not the source of disease transmission to clients or coworkers.

C) Three offices provide HBV resource information:

1. SWHHS (Southwest Health and Human Services) provides scientific information and technical assistance regarding HBV infection and infection control.
2. The County Attorney's office provides consultation regarding discrimination and confidentiality.
3. Human Resources will distribute HBV informational materials to new employees, arranges for HBV vaccination of new employees and provides consultation to departments regarding related personnel issues.

D) Following known or suspected occupational parenteral or mucous membrane exposure to human blood, body fluids or tissues, the county provides, at its expense:

1. HBV antibody monitoring and treatment, according to standard medical practice, with the consent of the employee. This may include testing of the source of the exposure.
2. Monitoring for HBV antibodies and post-exposure treatment with hepatitis B immune globulin (HBIG) and/or HBV vaccine, according to standard medical practice.

E) The county provides, at its expense, medical consultation services for any employee found, because of the aforementioned monitoring, to be HBV-infected.

8.9 Communicable Disease

A) Communicable diseases are those that pose a direct threat, or a significant risk of substantial harm to the health or safety of the employee or others that cannot be eliminated or reduced by reasonable accommodation. Employees with a known or suspected infectious and/or contagious disease shall be restricted from providing direct service.

B) In all cases of health-related absence due to a communicable disease that poses a direct threat or its potential, or that meets criteria by a qualified health authority such as the Minnesota Department of Health (MDH) or the Centers for Disease Control and Prevention (CDC), the affected employee must notify Human Resources immediately of such condition. Notice should be provided via email, phone, fax or another non-in-person method. The employee must also notify their supervisor of their need to be absent from work.

C) When Human Resources receives notice that an employee has a communicable disease that could endanger the health of others in the workplace or poses a direct threat to the individual or to others, the county shall make decisions regarding a reasonable accommodation. If any accommodation(s)are made it will be on a case-by-case basis, based on the health and physical conditions of the employee, and the health and safety of other persons with whom the employee will interact, and the ability of the County to make such accommodations without causing undue hardship to the County.

8.10 Prescription Safety Glasses

Studies have shown that safety glasses with lenses that meet ANSI/ISEA Z87.1-2010, ANSI Z87.1-2003 and ANSI Z87.1-1989 (R-1998), are much less likely to shatter and cause eye injury than traditional lenses. Therefore, Murray County chooses to identify employees that will likely benefit and assist these employees in acquiring the appropriate prescription safety glasses.

8.10.1 Policy and Procedure

A) Job descriptions will indicate when a position warrants coverage within the County safety glass program. Determining eligibility for prescription safety glasses will involve Human Resources, the department head, and the affected employee. The employee shall have purchase approval prior to making the purchase or risk not being reimbursed.

B) Prescription safety glasses are not intended to be a substitute for eye protection such as goggles or face shields when the employee is engaged in “eye hazard” type tasks.

8.10.1 Program Guidelines

A) Employees that receive county provided prescription safety glasses are expected to wear the prescription safety glasses when engaged in county work. Employees that qualify for prescription safety glasses shall expect the following:

1. The County will reimburse up to $300.00 for a single vision pair of glasses and $300.00 for multi vision (bifocals and trifocals) glasses. In all cases it shall be the employee’s responsibility to cover the cost of the eye examination.
2. If the prescription changes prior to the two years, the County will cover the cost of the lenses.
3. The County will assist in the purchase of prescription safety glasses every two years if necessary. The glasses must meet ANSI/ISEA Z87.1-2010, ANSI Z87.1-2003 and ANSI Z87.1-1989 (R-1998).
4. Replacement caused by breakage will be borne by the employee unless the accident is covered by Worker’s Compensation.

B) Prescription Safety glasses must be worn in accordance with this policy and in conformity with all county Safety Policies. Violations may result in discipline as outlined in Section IV Employee Management, 4.7 Disciplinary Action.

8.11 Workers' Compensation

Coverage under workers' compensation is limited to work-related injuries or occupational illnesses. Damage to personal property is not considered compensable under workers' compensation. Forms indicated in this section are found on HR Connection, the County Sharepoint, or in Human Resources.

8.11.1 Procedure

A) Any work-related illness or injury shall be immediately reported to the employee's supervisor. The supervisor or designated department official then completes the First Report of Injury Form and submits it to Human Resources.

B) Based on the reporting forms and any subsequent investigation by the county's workers' compensation insurance carrier that may occur, the claim is either accepted or denied.

C) Workers' compensation is applied concurrent with FMLA as law allows.

8.11.2 Coverage

A) Any medical bills incurred for services directly resulting from a compensable injury or illness are paid in full by the county's workers compensation insurance carrier. Payment is limited to bills received for medical treatment resulting from the work-related injury or illness.

B) Prescription costs for compensable, work-related injuries or illness, as well as mileage at the state-authorized rate for travel to doctor's appointments, physical therapy, and trips to the hospital for work-related injuries/illness treatment are reimbursable workers' compensation expenses.

C) Workers' compensation absence is paid if the injury or illness causes the employee to lose more than three consecutive days of work. Employees will be paid regular pay for the hours they were scheduled to work the first day of the injury. Employees may take sick leave for the next two days (temporary employees will be unpaid), subject to any workers compensation paid later for such days.

D) Compensation provided for time lost because of a work-related, compensable injury or illness may be supplemented by 1/3 of the employee's sick, vacation, holiday, personal, or comp time balances. Accruals for sick, vacation, and holiday shall then be at 1/3 rate of employee's regular work schedule.

E) Should an employee choose to not supplement worker's compensation with 1//3 of accrued paid leave, the employee shall, commencing at the first day of the next upcoming pay period shall be on *Section 6.1.5 Unpaid Leave*.

8.11.3 Benefit Continuation

A) As long as the injured employee is on FMLA protected leave, the employee shall continue to receive health, long-term disability, and life insurance benefits as if on paid status. The employee continues to make the monthly contribution toward the purchase of health insurance that is normally deducted from payroll prior to the onset of the disability.

B) If employee is unable to return to work upon to exhaustion of FMLA protected status, the employee may apply for Long Term Disability benefits provided by the County's group Long Term Disability provider, Social Security Administration, or PERA.

8.11.4 Returning to Work

A) Every effort is made to return an injured employee to the employee's former position as soon as it is safe to do so. A doctor's release indicating the employee's ability to safely resume the duties of the position may be required if the employee is absent from work for three or more days due to a compensable injury or illness. The doctor's

release and/or return to work form must be submitted to Human Resources at least three days prior to the expected return to work date.

B) Employees authorized to return to work with specific temporary physical restrictions may be put on temporary modified duty status. The modified position shall be 40 hours or less per work week.

Section IX – Classification & Hiring

Per Minn. Stat.§471.991 to Minn. Stat.§ 471.999, every political subdivision is to establish equitable compensation relationships among its employees. The Murray County compensation structure shall be based on the investigation and analysis of the duties and responsibilities of each position. These relationships are maintained consistent with requirements of the Local Government Pay Equity Act. Job evaluation and classification policy and procedures are applicable to all county positions except when in specific conflict with state or federal law. Elected positions are exempt from the classification plan.

9.1 Job Evaluation & Classification

A) A classification is a group of positions sharing common duties and requirements. Each class specification includes a class title and number, pay range, effective date, and a general description of the class which includes the common essential and nonessential duties and responsibilities performed by incumbents, the necessary knowledge, skills and abilities and the minimum qualifications required to perform the essential duties of the class.

B) No person shall be appointed or promoted to any position until it has been properly classified. As additional positions are established or existing positions abolished, the County Board, upon the recommendation of the County Administrator and Human Resources, will make the necessary allocation of positions.

C) The Murray County Board of Commissioners may approve an annual staffing level to determine the salary budget for each department. Factoring decisions shall include the following for each department:

- Number of positions
- Employment Classification (Elected, Full-time, Part-time, Intermittent, Seasonal, Intern, Temporary)
- Department
- Job Title
- Annual Hours

D) The County Administrator and Human Resources will be responsible for ensuring that the specific qualifications and requirements for all positions are properly placed within the classification plan, subject to departmental review and County Board approval.

9.2 Classification Reviews

A) Classification reviews may be conducted when there is a structural or work process change within the department, or when the classification plan is subject to a general maintenance review. Individual classification reviews may be conducted when changes to services, processes and/or related job duties occur. All review requests will be submitted by department heads to the County Administrator and reviewed by Human Resources. The requests must include completed Position Analysis Questionnaire (PAQ), and a thorough explanation of the changes prompting the review.

B) The County Administrator will ensure the PAQ and an explanation of changes are submitted to the classification consultant to ensure an objective assessment of the requested review. The following outcome will apply:

1. When reclassification results in an employee's wage being beneath the new pay grade, the employee's wage must be increased to the pay grade minimum or as approved by the Board. Reclassification downward generally results in no immediate change to employees' salaries.

2. When downward classification results in an employee's wages exceeding the maximum of the new pay range, the rate of pay may not be increased for any reason, including performance reviews or general adjustments, until such time that the wage is within the established range.

C) All classification or reorganization determinations by the County Administrator, Compensation Consultant, or the County Board are final and cannot be challenged.

9.3 Position Description

A) Human Resources in consultation with the County Administrator, compensation consultant, and department heads, will develop and maintain written position descriptions for each county position. Each position description includes title, department, supervisor, location, general statement of position objectives, specific statement of position duties and responsibilities and specific statement of qualifications required to perform assigned duties and responsibilities.

B) Position descriptions will be reviewed annually by department heads during an employee's performance review. This review should include any need to remove or add new functions and/or responsibilities. At no time will any modification to a job description by Human Resources or the department head, alter the grade or position of the job description in the classification plan. The following guidelines apply:

1. At minimum, the review shall be done at the time of the performance evaluations.
2. The reviewing supervisor shall notify Human Resources of any applicable changes for each position description.
3. The County Administrator and Human Resources shall review any recommended changes and determine whether the changes are major enough to require a re-evaluation of the position classification, or if a new position description should be written.

C) The position description should be reviewed by the Department Head, Human Resource Director, and County Administrator whenever a vacancy occurs and updated as appropriate. If any minor updates are needed, the County Administrator may approve. If the update changes the grade level the job description will go to the County Board for final approval.

9.4 Salary Ranges

A) Salary ranges are adopted and adjusted by the County Board. The salary ranges under the current classification plan have ten (10) steps. The current listing of salary ranges and associated wages are maintained in Human Resources.

B) New hires, internal promotions, transfers, and demotions may be placed on any step. The County Administrator, Human Resources, and the Personnel Committee shall review each case and make a recommendation to the County Board for approval.

C) Salary increases due to step progression take effect on January 1st of each year, or on a date as established by the Board.

9.5 Employment Processing

The selection and certification of all candidates for county employment are covered by these procedures except where prohibited by law, specifically exempted or governed by the specific provisions of a collective bargaining agreement or employment contract. For the purpose of establishing veteran's preference within Murray County, this policy section will apply to veterans as defined in Minn Stat.§197.447

A) It shall be the policy of the County Board to recruit and select the most qualified personnel in compliance with all pertinent laws and government regulations. Employees of the County shall be encouraged to advance their career through promotion or transfer. Employees will be selected based on their relative knowledge, skills, and abilities in an affirmative manner to ensure open competition among qualified applicants.

B) Murray County is committed to employing only United States citizens and non-citizens who are authorized to work in the United States and does not unlawfully discriminate based on citizenship or national origin. New and reemployed individuals must provide documentation establishing identity and eligibility to work.

9.5.1 Position Requisition

A) Department heads shall fill out and sign an Employee Requisition Form when requesting a hire for replacement or a new position. Such form must be submitted to the Human Resources Director. The Human Resources Director and/or the County Administrator will notify the Personnel Committee via email, phone call, or face to face discussion that a request for a new position or a vacancy exists.

B) The hiring processes for non-exempt, non-supervisory, non-department head positions does not require County Board approval prior to posting if the position was approved and budgeted that year by the County Board in the staffing level resolution. Examples of when this may occur include:

1. Vacancy due to separation from employment
2. Recurring seasonal positions
3. Temporary positions due to approved leave of absence.

C) The following hiring processes require County Board approval prior to beginning the recruitment process per recommendation of the Personnel Committee:

1. Changes to employment type (i.e., Intermittent to Regular Part-time)
2. New positions within a department
3. Exempt positions
4. Supervisory Positions

9.5.2 Recruitment

A) The Human Resources Office will have primary responsibility for recruitment, screening, and referral to appropriate supervisors of all candidates deemed potentially qualified for position openings. Openings in Murray County shall be announced and recruited using any of the following recruitment methods or a combination of methods:

1. Internal Recruitment – Position vacancies shall be posted for a period of not less than seven (7) calendar days.
2. External Recruitment- Announcements for positions may be placed in newspapers and other job recruitment resources for a period necessary to attract qualified candidates but not less than seven (7) calendar days. The Human Resources Director shall be responsible for advertising. Each advertisement will specify a time within which an application may be submitted.
3. The announcement shall include job duties and responsibilities, minimum qualifications, pay range, timelines for submitting application materials, and location for applications. Each announcement shall include the words "Equal Opportunity Employer."

9.5.4 Applications

A) Applications for employment must be submitted to the Human Resources Office. Applications can be found on the County website or in the Human Resources Office. Applicants with disabilities may request assistance from the Human Resources Office in completing the application form.

B) Any current County employee may apply for any position provided they complete an application form by the appropriate deadline.

C) The County may request copies of certificates, licenses, or other evidence of special qualifications, when necessary to meet job-related requirements for the position. The application form shall contain a certification by the applicant attesting to the accuracy of the statements made in the application. Should it be determined that statement(s) on the application were fraudulent, or omitted requested information, the applicant will be rejected prior to hiring, or if employed, will be subject to immediate dismissal.

D) Veterans Preference Act, the application shall include a notice of the right of eligible veterans and disabled veterans to claim preference in hiring, and the right of eligible spouses of deceased veterans and disabled veterans to claim such credit. A valid DD-214 form must be attached to the application to claim veteran's preference.

E) The Human Resources Office will be responsible for the maintenance of all records pertinent to the hiring processes. Applications and other necessary records including interview notes and applicant rating sheets shall be kept for at least eighteen (18) months from the time the position was first posted.

19.5.5 Interview & Selection

A) Selection procedures including ranking criteria and interview questions, shall be job-related and will maximize reliability and objectivity. All interviews are structured to provide for the most objective assessment of each candidate's merits. Selection for initial employment with the County normally will be through open competition.

B) Human Resources shall assist the hiring department head in developing and formatting the interview questions and related rating scale. Human Resources and the hiring department head will consult when questions proposed to be used in the interview are not related to the job.

C) Human Resources and the hiring department head selects candidates for interview in accordance with the following:

1. Human Resources is not required to interview all candidates.
2. When ratings are given:
    a. The county will follow the provisions of the Veterans Preference Act;
    b. Candidates with higher ratings must be offered to interview before interviewing candidates with lower ratings.
3. Per the Declaration of Affirmative Action, no candidate may be disqualified from the interview process based upon any protected status.
4. Preselection of an applicant is not allowed prior to completion of the interview process.
5. Selection of candidates for interview and appointment is monitored for adverse impact on any protected class.
6. Candidates not selected are provided all notices required by statute or applicable bargaining agreement.

D) After a successful interview process, the Human Resources Director and the Department Head should recommend one person to the Personnel Committee for hire. The Human Resources Director shall bring a mutually agreed upon recommendation to the County Board. That recommendation shall include the effective date of employment and placement on the pay scale.

9.6 Pre-Employment Requirements

9.6.1 Candidate Screening

A) Upon arrival for interview, candidates may be required to provide a valid driver's license or other form of county approved identification document for initial background screening.

B) In an effort to ensure the safety of the public and protect the county from potential liability, specific job classifications will require a motor vehicle license check prior to beginning employment. The hiring department head and Human Resources are responsible for determining which positions require this check.

C) Full criminal background checks are required for all positions. A full criminal background check shall include a criminal history and driving record check. Criminal background checks shall only be conducted after a contingent offer of employment has been made and the candidate has completed the required forms.

D) In order to ensure the safety of citizens, employees and property, Murray County's Drug and Alcohol Policy requires candidates being considered for hire to follow pre-employment drug and alcohol testing procedures found

in Section 14.6.B Testing and Notification Procedures. A new drug test is required for temporary or seasonal employee upon rehire.

9.6.2 Reference Checks

A) Before employment offers are made, Human Resources may conduct reference checks on all finalists being considered for county employment. Reference checks should be conducted after the interviews have been completed.

B) Reference checks are conducted following the guidelines below:

1. Finalist signs the application which includes a reference release for all relevant employers.
2. Human Resources contacts references listed on the employment application.
3. If negative or questionable information is received regarding the candidate, Human Resources and the department head are encouraged to review this information with the County Administrator.

9.6.3 Offers of Employment

A) All offers of employment are conditional on the results of any pre-employment testing.

B) The County Board must approve the hiring of all positions prior to an individual being added to any payroll, time keeping, HR software/system, or any information technology related system.

C) An employee's first day of employment shall not fall on a county recognized or observed holiday.

9.6.4 Anti-Nepotism Policy

Family members include spouse, parent, child, sibling, grandparent, grandchild, in-laws of the same degrees, niece, nephew, uncle, aunt, and stepchild, parent, and siblings. A family member also includes any other person whom the employee has been declared legal guardian.

A) Occasionally family members of county employees may apply for positions within the county. To prevent a conflict of interest, the following conditions shall be considered:

1. Family members may be employed in one department if one is not able to influence the work or working conditions of the other.
2. In no instance shall a supervisor/subordinate family relationship exist within the same department.

B) In the event of future relationships by marriage, an attempt will be made to transfer the subordinate to another department. If a transfer is not available, the matter will be brought forward to the Personnel Committee who will recommend action to the County Board.

9.6.5 Pre-Employment Physical

A) Candidates who have received a conditional offer of employment for specific job classifications may be required to undergo a pre-employment physical prior to appointment to evaluate their ability to perform the essential functions of their position and to determine that they are free from conditions that would impair their ability to perform their job.

B) The hiring department head and Human Resources are responsible for determining when a pre-employment physical is required and the specific job-related physical requirements for each job classification. Current or former county employees who have completed a pre-employment physical paid for by the county within the past eighteen months may not be required to do so again unless the new position has requirements that were not previously tested.

C) The location and examining physician of the pre-employment medical examination is determined and paid for by the county. The doctor will provide a written report on that employee to their department head for review and filing with Human Resources. The examining physician will be provided a current job description and an accurate description of the physical requirements of the position.

D) The cost for any additional exams or tests will be borne by the applicant. Any offer of employment and assignment to duty is contingent upon satisfactory completion of the exam. Information obtained (other than occupational exposure and post-exposure evaluation and follow-up) during the health screening is confidential and shall be maintained by Human Resources in a separate medical file for the employee.

D) Any intentional falsification of medical history on this pre-employment physical examination may be grounds for employment disqualification.

Section X – Technology

The misuse of Murray County's Network, internet access or e-mail system privileges shall be grounds for discipline up to and including dismissal. In addition, violations of this policy or misuse of the system may be referred for criminal prosecution. This section also applies to Elected Officials.

10.1 Policy Purpose and Scope

A) This policy applies to all individuals who are authorized to use the information resources of Murray County, including county employees, support staff, administrators, volunteers, board members, designees, contractors, elected and appointed officials, interns, and members of the public. This policy applies to all Murray County system users regardless of location, status, or ownership.

B) This policy applies to all information resources that the County owns and controls. Such systems and information assets include, but are not limited to, phones, computer and networks systems, cellular phones, e-mail systems, and other connected networks.

C) The following policies are summaries from Murray County's IT Policy Manual. For policy clarification and further details please refer to the IT Policy Manual.

10.2 Password Policy

A) Passwords used within Murray County Information Systems must follow the following guidelines indicated in this policy:

1. Passwords expire every 90 days.
2. Passwords need to be at least 10 characters long.
3. Passwords must meet complexity requirements utilizing at least 3 of the following:
    a. Uppercase Letters (A – Z)
    b. Lower Case Letters (a – z)
    c. Numbers (0 – 9)
    d. Special Characters (#,$,!,@...)

B) Users should protect their passwords from all other individuals, and users shall also respect this requirement of co-workers. This is intended to include such items as:

1. Disclosure of a user's password to any person other than the password's owner is prohibited.
2. Passwords should not be written down in any readable form.
3. If password storage is required, users will utilize a password management program authorized by the IT Supervisor.

C) In the event of a suspected disclosure of a password notify the IT Supervisor.

10.3 Acceptable Use Summary

A) Murray County authorized users are NOT authorized to disclose any County proprietary, private or sensitive information in any form, to members of the media, to former County employees, or to other non-Murray County individuals, unless provided with written authorization.

B) County users should logout of or lock (if applicable) computer workstations if they are going to leave the workstation unattended. Automatic logouts or password-protected screensavers after a period of inactivity will be enabled wherever possible and practical.

C) When a user prints sensitive, proprietary, or otherwise controlled information, that user should retrieve the printed material in a timely manner to ensure that it is not available for unauthorized access. County staff should not make extra copies of any Murray County or client information beyond what is required to perform official duties.

D) If a Murray County employee has knowledge of, or suspicion of a compromise or attempted compromise of any of the County's information systems, that employee is expected to report that knowledge or suspicion immediately to their supervisor or to the IT Supervisor. Such reports will be handled the same as any other report of impropriety and will not result in retaliation against the reporter.

E) Inappropriate use of telephone, fax, Internet access, and e-mail systems would include but are not limited to participation in illegal activities, gambling, commercial activities, accessing sexually explicit or violent material, using the systems to harass or disable other systems, creation or distribution of virus or destructive programs, distributing pirated software or stolen data, or any other activity that injures others or the organization in any way.

10.4 Access Changes

A) Supervisors and department heads must communicate with IT to manage access to all electronic systems. The appropriate supervisor must immediately communicate to the IT Supervisor any change in an employee's status that could involve restriction or termination of IT permissions. This includes changes in the status of temporary staff, leave of absence, resignation, an extended sick leave or vacation, or suspension.

B) When an employee is dismissed or terminated involuntarily, all computer and information system permissions, user IDs and passwords shall be disabled prior to notification of the employee. Further, other staff members should be informed that they are in no way to provide the individual with any access to any County information processing system, and that any such requests should be referred to the supervisor or department head.

10.5 Equipment and Software

A) All purchases of Information Systems software and hardware are to be made through the IT Department. Under no circumstance is any software or hardware to be purchased or installed by an employee without the approval of the IT Supervisor. Applications for personal use on county owned equipment are strictly prohibited. County applications on personal or home computer equipment is also prohibited.

B) Employees are responsible for the proper care and usage of the equipment assigned to them.
Employees are not to attempt to repair, upgrade or modify equipment. Equipment malfunctions are to be reported to the IT Supervisor, who will arrange for or make the necessary repairs. All modifications or upgrades are to be made through the IT Department.

10.6 Personal Use Summary

A) The county recognizes that the Internet can be a tool that is useful for both personal and professional purposes for web browsing. Personal usage of company computer systems to access the internet is permitted during lunch, breaks, and before/after business hours, if such usage follows these guidelines:

1. Does not interfere with business usage.

2. Not used to produce or distribute any harassing, threatening, abusive, profane, or offensive material.
3. Not used for political or religious purposes, to perform work for profit or personal gain, for promotional use or solicitation.

B) Employees using any County computer equipment or software waive any claims to privacy. Excessive personal use will be determined by the employee's department head or supervisor and may subject the employee to disciplinary action.

C) Personal use of computer equipment outside of the items outlined in this policy are not permitted under any circumstances.

D) Employees should not store personal information on County equipment. This includes but is not limited to documents, photos, and videos.

10.7 Remote Access

A) Employees may be granted remote access to the county network by the department head if their job responsibility requires them to perform duties off-site, provided that the equipment used is owned by the County.

B) Remote access must adhere to the following requirements:
1. Remote access will only be allowed on county-owned devices.
2. Users will never leave a remote access capable device unattended.
3. Remote access will NOT be utilized on 'free' or 'public' access networks.
4. Arrangements for remote access will be subject to review and approval of the IT Supervisor.

10.8 E-mail

Access to Murray County E-mail is a privilege, not a right, and certain responsibilities accompany that privilege. Users of e-mail are expected to be ethical and responsible in their use. E-mail is subject to all the same laws, policies and practices that apply to the use of other forms of communications such as telephones and paper records. E-mail messages are like printed communication and should be written with the same care. No system of communication is completely secure, including e-mail.

10.8.1 Policy Summary

A) Users should expect no privacy when using the county e-mail system. The County reserves the right to monitor any and all use of the e-mail system.

B) Access to email will be provided in the following ways:
1. Client software installed on the county computer systems connected to the county network.
2. Secure web access client (for access when not on the county network).
3. Synchronizing to county owned smartphone or tablet devices.

C) Email signatures must contain the employee's name, department worked, work address, and work phone number.

10.8.2 Retention of E-mail Summary

A) Generally, e-mail messages are temporary communications which are non-vital and may be discarded on a routine basis. However, depending on the content of the e-mail message, it may be considered a more formal record and should be retained. Examples of messages of this nature are:
1. Policy.
2. Decision making connected to specific case files.
3. Contracts related or otherwise an essential part of a larger record.
4. Other memorandum of significant public business.

B) E-Mail messages are archived for the following periods by default:

1. County E-Mail system: 3 Years
2. Sheriff E-Mail system: 90 Days

10.9 Social Media Communications

A) Upon Board approval, certain county employees may be permitted to generate a social media account (Facebook, Google+, Twitter, blogs, YouTube, etc.) representing an entity or department within the county. The password for the social media site must be provided to the County Administrator and cannot be changed by the individual responsible for maintaining and updating the site. The County Administrator and/or IT Supervisor must also be added as an administrator for the social media account. Any unauthorized changes to the password for the social media site will be grounds for disciplinary action.

B) The responsibilities and guidelines regarding the media site are as follows.

1. The social media site must be closely monitored regarding commentary from the public. Enabling the social media site for comments or private messaging from the public enables certain risks, and any inappropriate or incorrect comments must be immediately removed by the responsible individual. A responsible individual may confer with the County Attorney or County Administrator to ensure that appropriate standards are in place to outline expectations for appropriate public commentary to ensure that removing or blocking a comment does not create a First Amendment issue.
2. The employee responsible for updating and maintaining the site must regularly monitor the site; and update to the information posted on a regular basis.

10.10 Cell Phone Policy Summary

The provision of a cellular phone serves a public service in providing employees the ability to perform job-related duties which are directly related to the governmental purposes. Cell phones will be issued to employees as approved by the County Administrator.

A) Designated staff will be provided with a cellular phone for county business purposes. The department head will determine which positions in the department require a cellular phone. The County Administrator and/or the IT Supervisor will assist department heads interested in researching cell phone options. Personal use of a county issued cell phone may be approved in some instances.

B) County issued cell phones are property of the county. County issued phones must be returned to the County in working condition or technologically capable when no longer needed.

C) No personal data should be stored on county owned cell phones. Any data such as photos, videos, and documents taken with the county owned cell phone belong to the county.

If a cell phone is lost or stolen, the IT Supervisor must be notified as soon as possible so that the phone can be deactivated, and a new phone issued. Upon termination of employment, the employee must return the cell phone and such passwords to the IT Supervisor.

10.11 TeleWork Policy

Telework is not an entitlement, it is not a County-wide benefit, and it in no way changes the terms and conditions of employment with Murray County. Temporary and seasonal employees are excluded from this policy.

10.11.1 Policy Statement and Definitions

(A) Due to unforeseen scheduling issues, telework may be considered as an option to maintain certain work functions and services in various Murray County departments. The teleworker's conditions of employment shall remain the same as for non-teleworking employees; wages, benefits and leave accrual will remain unchanged. This policy is intended to be a short-term solution to allow County work to continue without undue disruption to County services.

B) Employee participation in telework from home is strictly voluntary. The teleworker has no automatic right to telework. A supervisor has no authority to require an employee to telework unless it was a condition of employment. Neither should be required to continue a telework arrangement when it is not in the best interests of either or both. The County has sole authority to determine who is appropriate for the telework option. Seniority will not be the determining factor.

C) The teleworker, supervisor/department head, IT Supervisor, and County Administrator will be required to sign a telework agreement setting out the terms and conditions of the agreed upon telework arrangement.

D) The signed teleworker agreement must be revisited whenever there is a job change or when the teleworker, department head or County Administrator has a change of positions. Because telework was selected as a feasible work option based on a combination of job characteristics, employee characteristics, and supervisor characteristics, a change in any one of these elements shall require a review of the telework arrangement.

E) Definitions:

1. **Telework:** To work part or all of the standard week at an alternate site on a time limited, scheduled basis.
2. **Standard week:** Monday through Friday, 8:00am to 4:30pm.
3. **Core Hours:** Work hours for all County employees are determined by the County Board during which the employee must be available for contact by the employer and/or public consumer.
4. **Eligible Employees:** Regular full-time or regular part-time who have been approved for telework by their immediate supervisor/department head and County Administrator.
5. **Primary Worksite:** The official worksite for teleworkers remains the place where they would normally work at on county premises, not their telework location.
6. **Telework Location:** The employee's residence unless otherwise approved by IT and County Administrator.

(F) The employee will be covered by workers' compensation for job related injuries that occur in the designated workspace, including the teleworker's home, during core hours. In the case of injury occurring during core hours, the employee shall immediately report the injury to their supervisor. Workers' compensation will not apply to non-job-related injuries that might occur in the home. Murray County does not assume responsibility for injury to any persons other than the teleworker at the telework-site.

10.11.2 Position and Personnel Requirements

(A) Prior to proceeding with the telework program, the department head must present the plan to County Administration for approval. A request may be initiated by either the employee or the department head. The telework request shall be reviewed on a case-by case basis considering the unique circumstances of each request in light of the following factors:

B) Job Characteristics:

1. Most of the job tasks do not require frequent direct face-to-face contact with other employees and/or the public.
2. There are clearly defined tasks and deliverables, there are measurable work activities that can be monitored.
3. Effect on the rest of the work group, unit, or department.
4. Needs of the department.
5. Effect on customer service.
6. Many of the job tasks require concentration in a quiet setting.
7. The job can be performed without close supervision.
8. Availability and costs of needed equipment

C) Eligible employee Characteristics:

1. Employee's current and past work performance.
2. Employee's above average work skills, such as time management, organization skills, self-motivation, and the ability to work independently.
3. Proven ability to perform and a high knowledge of the job.

4. Must have an environment conducive to a proper work atmosphere.
5. Other factors/considerations deemed necessary and appropriate by the department head or Human Resources.

D) Managing Supervisor Characteristics:

1. An open and positive attitude towards telework, a mutual trust and respect with the teleworker.
2. Good organizational and planning skills.
3. The ability to establish clear objectives and measurements of the job tasks.
4. Provides regular feedback, support, and supervision.
5. Can appropriately discipline an employee who fails to comply with all telework policies, procedures, and requirements.

10.11.3 Equipment and Materials

(A) Murray County is not responsible for purchases and costs associated with initial setup of the employee's home office such as remodeling, furniture or lighting, internet, electricity, heating, property taxes, insurance and all other costs relating to the use of a home office, nor for repairs or modifications to the home office. Tax implications, local ordinance and zoning issues related to the home workspace shall be the responsibility of the teleworker.

B) Equipment supplies and software will be provided by Murray County at the telework site and shall be used exclusively by the teleworker for the purposes of conducting Murray County business. Software shall not be duplicated. The parties shall consult with the IT Supervisor regarding the availability of equipment. The teleworker is responsible for safe transportation and set-up of such equipment. Employees may request appropriate assistance in setting up a workstation designed for safe, comfortable workspace. The employee will use a county cell phone or have their desk phone forwarded to their home/cell phone.

C) On-site inspections may be conducted during core work hours by the employee's supervisor/department head to determine whether all criteria have been met to fully integrate the workspace into an extension of the county. If the employee refuses to consent to the inspections the telework agreement may be terminated.

D) The employee must have suitable internet connection as determined by IT Supervisor. If the employee's inadequate internet connection causes inefficiencies in their work, the employee will be required to return to their onsite work location.

E) All written documents and other materials designed or developed by the employee on county time are considered the property of the county, whether it is on a county site or not. Documents and records that are used, developed, or revised while telecommuting shall be stored in Murray County's electronic record system.

G) The County does not assume any liability for loss, damage or wear of employees owned equipment, furniture, etc. including but not limited to; normal wear on home furnishings, any damage resulting from the installation of additional internet lines, as well as any accidental damages due to the failure of the county equipment.

H) It is the employee's responsibility to check on their homeowners or renter's insurance policy for adequate coverage on their home, including county-owned equipment used at their home worksite. The employee is responsible for the replacement cost of all employee-owned and county-owned property if he/she does not have adequate coverage, should damage occur at their home worksite.

(I) If there is an emergency at the telework site, such as a power outage, the teleworker will notify the supervisor as soon as possible. The teleworker may be reassigned to the primary worksite or use paid leave if approved.

10.11.4 Work Schedule

A) The work schedule of the teleworker will be determined by the supervisor and made part of the telework agreement. Core hours shall remain the same as though the employee were working at the primary worksite. Teleworkers must notify their office if they leave their telework location during established core hours. If a

teleworker is found to be unavailable during scheduled hours, the telework agreement may be terminated. The teleworker will not be paid for time or mileage involved in travel between the teleworking site and the primary worksite.

(B) The teleworker will not hold in-person business visits or meetings with professional colleagues, customers, or the public at the home worksite. Virtual meetings, however, may be conducted. The employee will be expected to attend all required in office meetings or work duties related to the performance of their job, including meetings held on a telework day.

C) Performing the duties of a caregiver for any children and/or dependent person/s during an employee's telework workday is not permitted. Employee may flex his/her time with approval from their supervisor/department head and County Administrator. In the absence of the County Administrator, the Human Resources Director shall determine flex scheduling approval for teleworkers. If an employee needs to perform the duties of a caregiver for any children or dependent person/s that would interfere with their abilities to perform their job duties, the employee will immediately notify their supervisor/department head that they are no longer available for work and will follow Murray County policies, and either take vacation, comp. time, sick leave or ESST if applicable.

(D) Teleworking employees who are not exempt from the overtime requirements of the Fair Labor Standards Act (FLSA) will be required to record all hours worked on their timecard. The working of overtime and/or the accrual of compensatory time, as required by State and Federal law, are subject to pre-approval per the County Administrator. Failure to comply with this pre-approval requirement shall result in the immediate termination of the telework agreement and may involve employee discipline, up to and including termination.

E) The County Administrator and/or department head has the authority to deny all requests for telework and the decision cannot be grieved. The County Administrator may terminate or revoke any existing telework agreement at any time.

Section XI Travel

This Section applies to Elected Officials. "County Employees", as used in this policy, shall be defined as regular full and part time, temporary, intermittent, and volunteers. Employees must follow Murray County Drug and Alcohol policy found in Section 14.

11.1 Vehicle Policies

11.1.1 Driving on County Business

A) Employees driving for County business must possess a valid driver's license and proof of automobile liability coverage which meets the minimum auto-liability limits required by Minn. Stat *§65b.06*.

B) When an employee is on county business, it is recognized that the county may be held liable for the negligent actions of its employees. This liability covers both personal and property damage caused by employees during the performance of job duties. Employees are encouraged to use their personal vehicle if there is the possibility of conducting private activities while on county business. If employees' family members accompany them on county business trips, the employee must drive their private vehicle.

C) On county business is defined as being on county paid time (other than paid leave time). Additionally, employees are on county business while driving a vehicle if they are to be reimbursed for the mileage expense, regardless of whether they drove on county paid time.

D) Employees are prohibited from driving on county business without a valid/proper driver's license, or if the license has been suspended, revoked, or cancelled. Employees who drive on county business without a valid/proper license will be subject to disciplinary action, up to and including termination. If an employee has a valid work permit, they may drive a private vehicle on county business, and will be reimbursed in accordance with Section 11.2 and 11.3.

E) Travel for nonexempt staff must be pre-approved by the department head. When an employee is assigned a county vehicle, responsibility for its care, maintenance and prudent use is also assigned to that person. This includes fueling and keeping the vehicle clean. Mechanical difficulties shall be reported immediately to the Facilities Manager.

11.1.2 Use of County-Owned Vehicles

This section is pursuant to Minn. Stat. §471.666. Public safety vehicles are excluded from coverage under this policy and their use shall be governed under the Sheriff's Department's administrative policies and procedures.

A) The County Board encourages all employees to use county owned vehicles and carpool whenever practical. County vehicles are for the exclusive use of employees and other individuals involved in County business. Transportation of any other individuals in county vehicles not involved in county business is prohibited.

B) Employees may use a county-owned vehicle in connection with authorized work-related activities. For vehicles in the motor pool, it is necessary to reserve the vehicle and secure the date and time. The sign out forms for county vehicles are in the Auditor Treasurer's Office. Employees shall sign out a vehicle as needed, and ensure mileage is documented. Each vehicle has its own labeled clipboard, keys, and mileage documentation paperwork. The County Administrator may approve the taking of vehicles home during non-working hours when necessary for county business and will notify the Auditor/Treasurer's Office that this has been approved.

C) Employees shall fuel county vehicles at the county provided gas pumps located on county property. If an employee needs to fuel a vehicle and is at a remote travel site, the employee will be reimbursed for the actual fuel expense when driving a county vehicle. Employees are expected to return county-owned vehicles with a full tank of fuel.

D) If needed, employees are expected to have County vehicles washed prior to returning. Vehicles may be washed at a local designated car wash by utilizing a voucher number found on the clipboard that accompanies each vehicle.

E) All County vehicles must be locked when unattended.

F) Insurance is provided by Minnesota Counties Insurance Trust (MCIT) and a copy of insurance and registration of the county vehicle will be in each vehicle. Other than tickets issued for vehicle repair, employees are solely responsible for paying any tickets they may receive while driving a county vehicle or while driving a personal vehicle while on County business.

11.1.3 Use of Personal Vehicle for County Business

A) The mileage reimbursement rate for a personal vehicle will be at the IRS mileage rate. To assure consistency in paying mileage, the following guidelines apply:

1. Mileage is paid on the most reasonable direct route and the actual miles traveled.
2. When traveling from employee's residence (point A) to several work sites in succession (points B, C, D) and then returning directly to the employee's residence, the employee is paid mileage for the miles from point B to D (the last work site before returning home). However, under no circumstance may the mileage included for reimbursement be greater than normal miles traveled to and from the employee's residence and the County work location to which they are assigned.
3. If an employee travels from their residence to several work sites (point B and C), stops for lunch or personal errands, and then resumes work, mileage is paid equivalent to the most direct route to the next work site, excluding any travel conducted for lunch or personal errands.
4. When traveling to an alternate work site (e.g., client, meeting, conference, or training), the county will reimburse mileage at the current rate per mile for actual miles incurred between the employee's residence and the alternate work site, or from the normal work site to the alternate work site, whichever is less. The normal work location for employees assigned to multiple work locations is the work location scheduled on the day on which the expense is incurred.

5. Reimbursement for extended travel is paid based on the prevailing mileage allowance rate or tourist air fare, whichever is less. When personal vehicles are used for extended travel not available through commercial transportation, travel reimbursement is made on an actual mileage basis.
6. When two or more employees are traveling in one car, reimbursement is made to one employee.

11.1.4 Vehicle Requirements

A) Employees and any passengers must always wear a seat belt when riding in or driving a personal or county-owned vehicle on county business. Employees, interns, volunteers, and customers as well as members of the Minnesota Counties Insurance Trust (MCIT), may be passengers in county vehicles.

B) Any county vehicles with missing or malfunctioning seat belts are to be reported to the relevant department head and be taken out of service until operating seatbelts are properly installed and in working condition.

C) Employees operating a county-owned vehicle must follow Murray County's Drug and Alcohol policy found in Section 14.

D) Per Minn. Stat. §169.475, employees are prohibited from reading or sending text messages, e-mails, or other written correspondence when operating a personal or county vehicle on county business. Reference state Statute

11.1.5 Accident Reporting

A) Employees involved in any accident while driving a county or personal vehicle while on county business shall follow the directives below:

1. Check for injury and possible hazardous conditions.
2. Call law enforcement and appropriate emergency help.
3. Remain at the scene of the accident until released by authorities.
4. Get a copy of "Minnesota Accident Report" from the law enforcement officer in charge when available.
5. Inform your supervisor of accident details immediately upon being released from the accident scene.
6. An accident report must be filed with the Auditor/Treasurer's and Administration office within eight (8) normal working hours of the time of the accident.
7. Employees in accidents during work time should visit a physician within twenty-four hours. Cost of the physician visit will be paid by MCIT. Appropriate workers compensation reports should be filed with Human Resources.

11.2 Travel Requests

This policy conforms to Minn. Stat. §471.96 (1), and §471.97 governing expenses incurred by employees in the course of conducting County business.

A) All travel requests made for the purpose of overnight conferences must be approved by the County Administrator prior to the scheduling of such event and in accordance with Section 4.6 Training & Memberships, if applicable. An overnight training request form shall be completed by the employee requesting the training and signed by department head or supervisor and submitted to the County Administrator at least fourteen (14) calendar days prior to the scheduled event.

B) Human Resources shall forward the completed training request form to the office of the Auditor/Treasurer. Travel accommodations, including hotel reservations, shall not be made until the approved request is submitted.

11.2.1 Out-of-State Travel

A) Discretion is to be exercised in submitting requests for out-of-state or overnight travel. The County Board will consider each request on a case-by-case basis using the following criteria:

1. The training, contacts made, or the information obtained must be important to the improved operation of the County and/or the respective department.

2. Conferences are to be professional in content and should be selected only when a similar conference is not held locally within a reasonable period.
3. The costs of the conference, institute, training program and related travel must be within the annual Travel Expense budget appropriation approved by the County Board.
4. Travel out-of-state within 150 miles of Slayton is exempt from needing approval under this section.

B) Minn. Stat. §471.661 provides policy requirements for out-of-state travel for elected officials (County Commissioners, Sheriff, Attorney, Auditor-Treasurer and Recorder). Any elected official wanting to travel out-of-state must present a request to the County Board for consideration and approval prior to the planned date(s) of travel.

C) All authorized travel expenses which are not billed directly to the county will be paid by the employee subject to reimbursement in accordance with Section 11.3 Authorized Expenses and Section 5.5 Expense Reimbursement.

11.3 Authorized Travel and Expenses

This policy conforms to Minn. Stat. §471.96 (1), and §471.97 governing expenses incurred by employees in the course of conducting county business. See Section 5.3 Expense Reimbursement for reimbursement procedures. Employees traveling on approved county business in accordance with Section 11.2 Travel Requests and, if applicable, Section 4.6 Training & Memberships are reimbursed for approved expenses in accordance with this section.

A) Employees and elected officials are eligible for the reimbursement for lodging required to conduct the business of the County. Every effort should be made to utilize reasonable priced accommodations and obtain governmental discounts. Charges for lodging for the night prior to the formal start of a conference, seminar, meeting, etc., and those nights when the event is in session are reimbursable.

B) Other Authorized Expenses may include:
1. Meter parking and toll fees, and reasonable gratuities for luggage and baggage handlers.
2. Employees may use a rental vehicle at county expense when authorized or in emergency situations. When using rental vehicles, the lowest possible rate shall be selected.
3. Paid transportation is authorized when no private or county vehicle is available.
4. Employees may travel by commercial transportation when authorized. Air transportation is by coach class when available unless in-flight meetings or conferences have been arranged.

C) The portion of travel expenses attributable to family members is not eligible for reimbursement. If family members accompany an employee on a business trip, the reimbursable business expense for transportation and lodging is the cost of accommodations for the employee only.

D) When travel is completed, employees are to submit a voucher with itemized receipts to the Auditor/Treasurer Office. The voucher must be signed by the department head and forwarded to the office of the Auditor/Treasurer. All receipts for reimbursement must be submitted to and received by Auditor-Treasurer's office within 60 days of the expense being incurred or within the budget year, whichever is less.

E) Travel and expense vouchers shall be accompanied by a valid receipt that includes:
1. Name of provider
2. Location of provider
3. Date of service
4. Itemized description of service
5. Amount paid

11.3.1 Meal Reimbursement

A) Murray County will provide reimbursement for meal expenses when such expenses are necessarily incurred while conducting county business outside of Murray County. Meal reimbursement is not available for meals

included in the registration fee for conferences and seminar or when breakfast/continental breakfast is included in the cost of the hotel stay. Expenses for alcoholic beverages are not reimbursable.

B) The maximum flat rate shall be actual expense of meals determined annually by the Board. Tips up to 15% may be included within the flat rate maximum.

C) An employee shall be reimbursed for meals during the times indicated above if incurring the meal expense was necessary because County business had to be conducted at mealtime and could not be conducted at an alternate time.

D) In order to receive reimbursement for approved meal expenses, itemized receipts from the place of purchase must be submitted with the claim form as described in Section 5.5 Expense Reimbursement. Receipts only showing method of payment (such as credit card proof of payment) are not adequate.

E) Per IRS tax code, when no overnight travel is involved, meals will be treated as income. When overnight travel is involved, meals will be treated as an expense, and will not be taxed.

11.4 Compensability of Travel Time

A) Travel time for exempt employees is considered part of doing their job and is not compensable as additional hours worked. Employee reimbursement for authorized expenses such as mileage is not dependent upon the compensability of travel time.

B) Overtime eligible employees (nonexempt) may be eligible for compensation for time traveled on approved county business. Travel time will be paid as normal worked hours and does not include meal periods. Any combination of work hours (including travel time) above 40 hours a week is considered overtime-eligible and will be applied to the employee as described in Section 5.6

C) The following guidelines determine whether travel time constitutes hours worked and is compensable for overtime-eligible employees:

1. Employees are not compensated for time spent on normal travel from home to work or work to home, regardless of whether the employee works at a fixed location or at different job sites.
    a. In some instances, travel from home to work is compensable. For example, if an employee has gone home after completing the day's work is subsequently called out at night to perform an emergency job for the county, all time spent on such travel must be tracked and is compensable.
2. Time spent by an employee in travel as part of the principal activity is compensable, such as travel from job site to job site during the workday, is counted as hours worked.
3. Time spent traveling on approved county business is counted as hours worked, excluding time spent on personal pursuits.

D) County employees may, upon department head approval, be authorized time for travel the day prior to and/or the day following the conference or meeting date(s) when extended travel is required.

Section XII – Employment Changes

12.1 Transfers

12.1.1 Lateral Transfer

A) Approval for a lateral transfer will be subject to agreement of the employee's future Department Head, Human Resources Director, County Administrator, and the Personnel Committee, and approval of the County Board.

B) An employee working in a part-time or full-time temporary position (not including intermittent) who has been hired to regular position is credited with the time worked in the temporary position for the purpose of determining

the vacation accrual date, length of service, and employee recognition date, provided there is no interruption in employment before moving from the temporary position to the regular position.

C) All employees promoted to a new position shall serve a least a six (6) month probationary period during which time they may utilize benefits accrued from their prior position. Credit for time worked in temporary positions does not count toward completion of probation.

12.1.2 Promotions

A) It is the policy of Murray County to fill vacancies by promotion of current employees from within where practical. This shall not preclude the County from external recruitment and/or selection of applicants outside the county service, nor as a waiver of job-relevant qualifications for a position, nor as a guarantee of promotion from within.

B) A promotion is defined as an advancement from one position to another position at a higher-grade level and classification. Promotions can occur by an employee applying for an open position or through appointment without application. Promotions result from a recommendation of the Department Head, Human Resources Director, County Administrator, and approval of the County Board without posted or published notices.

12.1.3 Demotions

A) A demotion is defined as a change from one position to another which has a lower pay grade or classification. Any employee that is demoted must possess the requisite qualifications of the demoted position, and/or the employee's pay rate may be reduced. This occurs upon consultation with the County Labor Attorney, Human Resources Director, County Administrator, the Department Head, and Personnel Committee with final approval of the County Board.

B) An employee may be allowed to forego the probationary period if the demotion is a result of a voluntarily position change and the employee has previously completed a probationary period for that position.

C) When progressive corrective intervention does not result in sustained performance improvement, department heads may choose to demote employee in lieu of discharge. The employee shall be given notice of the reasons for the demotion in writing on or before the effective date of the demotion.

12.2 Elected into Office

A) Pursuant to Minn. Stat. *§3.088*, if a county employee is elected to the office of legislator or to a full-time county or city office in Minnesota, the employee must either resign their employment or obtain an unpaid leave of absence with reinstatement rights when on the business of the elected office. The following is applicable:

1. Resigning employees will have the right to be reinstated as long as:
    a. The right is exercised prior to taking oath of office;
    b. The position has not been abolished or that its term, if limited, has not expired;
    c. A written application for reinstatement is submitted within 30 days after the expiration of the elected term;
    d. The request for reinstatement is made not later than ten years after the granting of the leave.

2. If a county employee is elected to the office of Murray County Commissioner, the employee must resign their employment prior to taking the oath of office.
3. If a county employee is elected to an office other than Murray County Commissioner which the county determines is legally incompatible with the employee's job duties, the employee must resign their employment unless the county, in its sole discretion, changes the employee's job duties prior to the employee's taking the oath of office.

B) Elected officials shall be eligible for certain severance benefits. When an employee accepts a position as an elected official, the employer-employee relationship shall be severed, and all benefits shall be settled as prescribed in Section 12.3 below.

12.3 Separation from Employment

For information on separation from employment not in good standing see Section 4.9 Termination Procedures.

12.3.1 Resignation

A) Resignation is a voluntary act initiated by an employee to terminate employment.

B) Employees resigning from county service must submit a written resignation to their supervisor/department head. To resign in good standing, employees must provide at least 14 calendar days' notice from the time of the submission. The supervisor shall accept the resignation and shall forward it to the Human Resources Director who will inform the Personnel Committee and the County Board. The letter should include a brief description of the resignation and the effective date.

C) Department Heads and Supervisory employees resigning are asked to provide a written resignation to the County Administrator, at least four weeks prior to their last day of work. Failure to provide required notice will have the following consequences:

1. Not be eligible for reinstatement.
2. Have the fact recorded into the employee's personnel file.
3. Forfeit the sick leave portion of any available severance pay.
4. Forfeit any accumulated vacation.

D) Upon separation of employment by resignation or termination, regular employees may participate in an exit interview conducted by the Human Resource Director.

12.4 Insurance Continuation (COBRA)

A) Any employee leaving County employment is allowed to participate in the county's medical, vision, life, and/or dental plans for up to 18 months. Employees may only elect the current medical deductible plan when electing COBRA insurance.

B) COBRA payments shall be paid one month in advance in the office of the County Auditor/Treasurer no later than the twentieth (20th) day of the month. Murray County shall charge 2% for administrative fees for COBRA and retiree insurance. Human Resources shall administer COBRA.

C) Individuals who are participating in the county group health insurance program must convert to Medicare Part A and Part B upon attaining age 65.

D) The employee shall have the option of converting their life insurance plans after 18 months and continuing with the insurance provider directly.

12.5 Pension and Retirement Benefits

A) Murray County participates in the Public Employees Retirement Association (PERA) and its employees are covered by the plan consistent with the plan's provisions. Employees with questions should contact Human Resources or PERA.

B) Pursuant to Minn. Stat. *§471.61*, retirees who are less than 65 years old and who do not qualify for Medicare are allowed to participate in the county's medical, vision, and/or dental plans for up to 18 months or until eligible for Medicare, whichever comes first. PERA retirement eligibility may allow the retiree to participate in the county's medical and dental plans beyond 18 months until turning 65.

C) Retirees may elect dependent coverage only if the retiree received dependent coverage immediately before leaving employment. If retirees elect to waive participation in the county's insurance coverages, they will not have the option to re-enter at a later date.

12.5.1 Severance Benefits

A) Employees ending their employment with the county in good standing; by resignation, layoff, or death, are eligible for the following severance benefits:

1. Vacation leave payout:
    a) Upon voluntary termination of employment, non-bargaining unit employees and bargaining unit employees in a unit that has so elected, shall be paid accrued vacation benefits at the employee's current rate of pay. Such pay shall be deposited into the employee's MSRS Health Care Savings Plan.
    b) An employee whose employment is terminated during their probationary period or otherwise involuntarily terminated by Murray County shall forfeit their accrued vacation.
2. Sick leave payout:
    a. Upon voluntary termination or retirement from county employment, employees shall receive, as severance pay, a payment based upon their accrued sick leave at the employee's then current rate of pay.
    a) Computation of sick leave pay upon termination shall be in accordance with the following applicable formula:
        1) Non-exempt: Hourly wage rate x sick leave hours = eligible wage
        2) Exempt: (Yearly salary/2080 hours) x sick leave *hours* = eligible wage

B) Severance pay shall be made under Schedule I or Schedule II as listed below. If the employee's unit has not chosen to have all severance pay to go into their MSRS Health Care Savings Plan, the employee shall be paid according to Schedule I. If the employee's unit has chosen to have all severance pay to go into their Health Care Savings Plan, they shall be paid according to Schedule I or II, whichever is larger.

1. **Schedule I –** A cash payment of 50% (1/2) of accrued and unused sick leave at the employee's then current rate of pay, not to exceed the schedule below.

Years of Service	Rate of Sick Leave Payout at Termination
0-5 years	$1,500.00
6-10 years	$1,750.00
11-15 years	$2,000.00
16 years and over	$2,500.00

2. Schedule II- A payment to the employee's Health Care Savings Plan of the percentage on the schedule below, but not to be less than what they would receive under Schedule I.

Years of Service	Rate of Sick Leave Payout at Termination
0-5 years	20% of accrued and unused sick leave
6-10 years	30% of accrued and unused sick leave
11-15 years	40% of accrued and unused sick leave
16-20 years	50% of accrued and unused sick leave
21 years and over	60% of accrued and unused sick leave

C) Upon the death of an employee, any severance is paid to the surviving spouse, dependents or personal representative in the form of a check made payable to the decedent for the purpose of depositing it with the decedent's estate

D) Severance payments shall be made in the employee's final paycheck, or within 30 days of said event. An employee, who is involuntarily terminated from County employment, will forfeit all severance eligibility.

Section XIII – County Issued Charge and Credit Cards

This policy conforms to Minn. Stat. § 375.171 governing the establishment and documentation of credit cards provided to employees while conducting County business. This policy applies to anyone using a credit card issued in the County's name, and must comply with all statutes, rules, or county policy applicable to county purchases. This article applies to Elected Officials.

13.1 Policy

A). The Murray County Board may issue credit cards to certain individuals in order to conduct County business. There must be a compelling business reason for the Board to approve issuance of a County provided credit card. Charge cards may be issued to certain personnel by their Department Head. Personal use of county issued store charge and a credit card is prohibited. Any deviation from this policy may be grounds for discipline up to and including termination of employment.

B) The County Board or Auditor/Treasurer reserves the right to cancel any Board approved cardholder at any time. Upon separation from County employment, anyone possessing a county issued store charge or credit card must return the card to the Auditor/Treasurer.

C) County provided charge and credit cards are to be used for conducting officially approved county business only. Under no circumstances are they to be used for personal reasons.

13.2 Forms

A) Department Heads requesting a credit card for their department use must sign Credit Card Request Form and submit to the Auditor/Treasurer. The County Auditor/Treasurer will forward the request to the County Administrator. The County Administrator and County Auditor/Treasurer will present it to the County Board. Board approved requests are then processed by the Auditor/Treasurer Office with the credit card provider.

B) County employees must sign the Application for County Credit Card prior to utilizing any Murray County Credit Card. The approved card holder must sign the application, acknowledging the employee request. The signed application will be housed in office of the Auditor/Treasurer, with signatures of all users updated per calendar year. The application can be obtained from the Auditor Treasurer's office.

13.3 Responsibilities

A) Each card user is responsible to obtain an itemized receipt for credit card use. Any charges incurred by a county approved charge or credit card must be submitted to the County Auditor/Treasurer's Office with itemized receipts. If no documentation is produced to verify a purchase, the card user must immediately reimburse the County for the purchase amount.

B) It is the responsibility of the card user to work with the Auditor/Treasurer office to resolve any dispute with a vendor. If, for some reason, the card user is missing documentation of the transaction, the card user must contact the vendor for a duplicate receipt. The card user is responsible for reimbursing the County if no itemized receipt or documentation of purchases is present. Any card user who makes an unauthorized purchase with a County issued credit card becomes personally liable for the purchase, as well as any fees or penalties associated with the purchase.

C) Original invoices and the billing statement shall be submitted to the Auditor/Treasurer's office on or before the due date for processing County warrants to ensure payments are made as to not incur a late fee or service charge.

D) Should any card user or cardholder lose or have their County issued credit card stolen, it is their responsibility to immediately notify, within 24 hours, the store charge card or credit card issuer and the Auditor/Treasurer's Office.

Section XIV – Drug and Alcohol Policy

The purpose of this policy is to maintain a drug and alcohol free environment and to provide the standards and procedures for drug and alcohol testing of employees and job applicants in compliance with the requirements of Minn. Stat. §181.950 - §181.957 as well as the requirements of the Federal Drug Free Workplace Act of 1988 41 U.S.C. 701-707.

14.1 Definitions

1. *Drug:* Any controlled substance as defined in Minn. Stat. §*152.01,* subd. 4; and/or if required by law, the federal Drug-Free Workplace Act of 1988.
2. *Random selection basis*: means a mechanism for selection of employees that (1) results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected, and (2) does not give an employer discretion to waive the selection of any employee selected under the mechanism.
3. *Initial Screening Test:* The initial test of a sample which provides data as to general classes of drugs, alcohol, or their metabolites in the sample.
4. *Diluted:* occurs when there's too much water in the urine and means the urine's concentration is weak. As a result, testing is unable to properly detect the presence of drugs in the urine.
5. *Confirmatory Test:* A second test which provides specific data as to the drugs, alcohol or their metabolites detected in a sample with a positive initial screening test.
6. *Confirmatory Retest:* A third test of the original sample providing specific data as to the drugs, alcohol, or their metabolites, conducted at a laboratory other than the one which conducted the initial screening test or confirmatory test.
7. *Negative Test Result:* A test result that indicates drugs, alcohol or their metabolites are not in the sample tested.
8. *Positive Test Result:* A finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minn. Stat. §*181.953, subd. 1*.
9. *Safety-sensitive position:* As set forth in Minn. Stat. §*181.950, subd. 13*, is ". . . a job, including any supervisory or management position, in which an impairment caused by drug or alcohol usage would threaten the health or safety of any person."
10. *THC:* tetrahydrocannabinol is the major psychoactive component recognized in cannabis.

14.2 Policy

A) This policy applies to all Elected Officials, employees, intermittent, temporary, seasonal employees, and volunteers, while on duty or on county property or anytime an employee is scheduled on-call. It also applies to all applicable job applicants who have received a contingent offer of employment from the county. Employees who are required to hold commercial driver's licenses are also subject to Section 15 Mandatory Driving Employee, and the provisions of the Department of Transportation Federal Highway Administration Drug and Alcohol Testing Policy: http://www.dot.gov/odapc.

B) The following activities are prohibited while on the job, on Murray County's premises, or wherever the county's work is being performed:

1. Working under the influence of illegal drugs, alcohol, cannabis, marijuana or any of its derivatives, or controlled substances except when the use is prescribed by a physician and does not engender a safety threat for the employee or others.
2. Operating, using, or driving any equipment, machinery, or vehicle of the county while under the influence of prescription drugs that adversely affect their alertness, reaction, response, judgment, decision-making, or safety.

3. The use, possession of, or impairment by any THC, cannabis or medical cannabis products (e.g., hash oils or pills) on the worksite by a person working as an employee at the County or while "on call" and subject to return to work.

C) Employees convicted of a criminal drug or alcohol statute violation occurring at the workplace may be required to participate in a drug or alcohol abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health or law enforcement agency. Any employee desiring information concerning drug or alcohol abuse counseling and/or rehabilitation is encouraged to contact the Employee Assistance Program (EAP). More information regarding EAP services and contact information can be found in Section 7.2 Employee Assistance Program (EAP).

14.3 Safety Sensitive Positions

A) Department heads, in consultation with the County Administrator and the County Attorney, are responsible for identifying those county positions that are safety-sensitive and ensure compliance with state and federal law. Where any one or more of the following conditions of employment are present, that position is deemed safety-sensitive:

1. Any position where the employee carries a gun.
2. Any position where the employee administers medications.
3. Any position where the employee operates heavy equipment.
4. Any position that includes transportation of individuals utilizing county services or in the custody or protection of the county.
5. Any position that dispatches emergency services.
6. Any position with duties that involve rescue.

B) In accordance with Minn. Stat. §181.951, subd. 4, the County may require an employee to submit to random testing if the employee is in a safety-sensitive position. Murray County has identified the following positions as safety-sensitive: Deputies, Investigators, Highway Maintenance, and Jailer/Dispatchers.

14.4 Reporting Requirements

A) Employees under the influence of prescription drugs or any legal or illegal substance that may adversely affect their alertness, reaction, response, judgment, decision-making, and/or safety while they are on duty are under an affirmative duty to immediately notify his/her supervisor and Human Resources that he/she is not in an appropriate mental or physical condition to operate, use, or drive county equipment or his/her personal vehicle while on county business.

B) Employees taking a lawful controlled substance, for a medical condition, such as prescription and over-the-counter controlled substances, which may impair their ability to perform their job responsibilities or pose a safety risk to themselves or others while they are on duty, must advise their supervisor of this before beginning work. It is the employee's responsibility to seek out written information from his/her physician or pharmacist regarding medication and any job performance impairment and relay that information to his/her supervisor. In the event of such a disclosure, the County will meet with the employee to discuss the nature of the employee's medication, its impact on the employee's ability to conduct assigned job duties, and any reasonable accommodations the County may provide.

C) Any employee convicted of manufacturing, using, selling, distributing, or possessing a controlled substance shall notify the county via the County Administrator within five (5) calendar days of the conviction.

D) Murray County, as the employer, may be required to report any workplace drug crimes to a federal contracting agency within ten (10) calendar days of receiving notice of a conviction.

14.5 Reasonable Suspicion

A) Per Minn. Stat. § 181.951, subd. 5, Murray County may request or require an employee to undergo drug and/or alcohol testing if there is a reasonable suspicion that the employee:

1. is under the influence of drugs or alcohol while the employee is working or while the employee is on County premises or operating a County vehicle, machinery, or equipment; or
2. has violated the County's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol, cannabis flower, cannabis products, lower-potency hemp edibles, or hemp derived consumer products while the employee is working or while the employee is on County premises or operating a County vehicle, machinery, or equipment; or has sustained a personal injury or caused another employee to sustain a personal injury; or
3. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident resulting in property damage.

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

C) Employees shall notify their immediate supervisor and/or department head when they have reasonable suspicion to believe that an employee may have alcohol, illegal drugs, marijuana or any derivatives, or controlled substances in their possession during work hours, or on county premises, or while operating the county's vehicle, machinery or equipment or when they believe that an employee may be under the influence of alcohol, drugs, or controlled substances.

D) Supervisors shall notify the County Administrator when there is reasonable suspicion to believe that an employee may have alcohol, illegal drugs, marijuana or any derivatives, or controlled substances in their possession during work hours, or on county premises, or while operating the county's vehicle, machinery, or equipment or when they believe that an employee may be under the influence of alcohol, drugs, or controlled substances.

E) Per Minn. Stat. §181.951 due to reasonable suspicion, if an employee is to undergo drug or alcohol testing, such employee will be driven to the employer-approved medical facility by their supervisor or a designee. The medical facility or on-site collection service will take the urine or blood sample and will forward the sample to an approved laboratory for testing.

14.6 Testing and Notification Procedures

A) Before requesting an employee or job applicant to undergo drug or alcohol testing, the county must provide a Drug and Alcohol Policy Acknowledgement Form on which the employee will acknowledge that they have seen the drug and alcohol policy. Employees requested to undergo testing have the right to refuse to test. Refusal to undergo testing will result in immediate discharge.

B) Job applicants who have been conditionally offered employment for a qualified county position may be required to undergo drug and alcohol testing. Job applicants have the right to refuse to undergo drug and alcohol testing. The County's conditional offer of employment will be withdrawn from any job applicant who refuses to be tested or tests positive for illegal drugs.

C) An applicant or employee who substitutes, or attempts to substitute, or alters, or attempts to alter a testing sample is considered to have refused to take a drug and/or alcohol test. In such a case, the employee is subject to immediate termination of employment, and in the case of an applicant, the job offer will be immediately withdrawn.

D) All tests will be administered by an independent licensed testing laboratory as required in Minn. Stat. §181.953.

E) In the event of a confirmed positive blood or urine alcohol and/or drug test result from an initial screening, the

county will notify the employee of a positive drug and/or alcohol result within three days of receipt of the result. The Human Resources Office will send to the employee or job applicant a positive test results notification. The employee or job applicant may contact the Human Resources Office to request a copy of the test result report if desired.

F) When the results of the drug and alcohol test are positive on both the initial screening test and the confirmatory test, the following apply:

1. Within three working days after receipt of the positive confirmatory test result report the county must inform the job applicant or employee in writing of the test results and provide the applicant their rights within this policy.
2. Within three working days after receiving notice from the county of a positive test result on a confirmatory test, the job applicant or employee may submit information to Human Resources and the hiring department head, in addition to any information already received by the County, to explain the positive result.
3. Job applicants and employees must notify Human Resources of their intention to request a confirmatory retest at their own expense within five working days of receiving notification of a positive test.
4. Within three working days after receipt of a request for a confirmatory retest, the county will inform the testing laboratory whether the employee or job applicant has requested that the laboratory conduct a confirmatory retest or transfer the sample to another licensed laboratory for a confirmatory retest.
5. Job applicants and employees have the right to request and receive from the county a copy of their test result report on any drug or alcohol test.

G) As noted above, a job applicant or employee may request a confirmatory retest of the original sample at the job applicant's or employee's own expense after notice of a positive test result on a confirmatory test. If the confirmatory retest for a job applicant does not confirm the original positive test result, the County's job offer will be reinstated, and the County will reimburse the job applicant for the actual cost of the confirmatory retest.

H) If an employee confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test will be taken against the employee, the employee will be reinstated with any lost wages or salary for time lost pending the outcome of the confirmatory retest result, and the County will reimburse the employee for the actual cost of the confirmatory retest.

I) As an alternative to testing by a laboratory participating in one of the programs listed in Minn. Stat. §181.953, subd. 1, the County may utilize testing that complies with oral fluid test procedures prescribed by law. An oral fluid test is analysis of a saliva sample for the purpose of measuring the presence of the same substances as drug and alcohol testing that can detect drugs, alcohol, cannabis, or their metabolites in levels above the threshold detection levels contained in the standards outlined in Minn. Stat. §181.953, subd. 1. Oral fluid testing does not require the services of a laboratory licensed pursuant to Minn. Stat. §181.953, subd. 1. When testing is authorized under this policy and Minnesota law, the County may request an employee or job applicant undergo oral fluid testing as an alternative to the testing procedures described above. If the County utilizes oral fluid testing, the following standards will apply:

1. The employee must be informed of the test result at the time of the oral fluid test. Within 48 hours of an oral fluid test that indicates a positive test result or that is inconclusive or invalid, the employee or job applicant may request testing at no cost to the employee or applicant using the services of a licensed testing laboratory in accordance with the procedures otherwise outlined in this policy. In that case, the rights, notice, and limitations outlined in this policy for testing by a licensed laboratory will apply.

2. If a laboratory test indicates a positive test result, any subsequent confirmatory retest, if requested by the applicant or employee, will be conducted pursuant to this policy at the applicant's or employee's own expense.

14.7 Employee Discipline and Discharge

A) The County will not discharge, discipline, discriminate against, or request or require rehabilitation of an

employee based on a positive test result from an initial screening test that has not been verified by a confirmatory test.

B) The County may temporarily suspend a tested employee with or without pay or transfer that employee to another position at the same rate of pay pending the outcome of the requested confirmatory retest, provided the County believes that it is reasonably necessary to protect the health or safety of the employee, co-employees, or the public. The employee will be asked to return home and will be provided appropriate arrangements for return transportation to his or her residence. In accordance with Minn. Stat. §181.953, subd. 10, an employee who has been suspended without pay will be reinstated with back pay if the outcome of the requested confirmatory retest is negative.

C) The County may not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee unless the following conditions are met:

1. the County has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug, alcohol, or cannabis counseling or rehabilitation program, whichever is more appropriate, as determined by the County after consultation with a certified chemical use counselor or a physician trained in the diagnosis and treatment of substance use disorder; and
2. the employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.

14.8 Cannabis-Specific Policy Provisions

A) Pursuant to Minnesota law, an employer may not request or require a job applicant to undergo cannabis testing solely for the purpose of determining the presence or absence of cannabis as a condition of employment unless specifically required by state or federal law. Unless specifically required by state or federal law, the County must not refuse to hire a job applicant solely because the applicant submits to a drug or alcohol test authorized by this policy and Minnesota law and the results indicate the presence of cannabis. However, for the following positions, cannabis and its metabolites are considered a drug and is subject to the drug and alcohol testing provisions prescribed in Minnesota law:

1. Safety-sensitive positions;
2. A peace officer position as defined in Minn. Stat. §626.84, subd. 1;
3. A position of employment funded by a federal grant;
4. A firefighter position as defined in Minn. Stat. §299N.01, subd. 3;
5. A position requiring a CDL or requiring an employee to operate a motor vehicle for which state or federal law requires drug and alcohol testing of an applicant or employee;
6. A position requiring face-to-face care, training, education, supervision, counseling, consultation, or medical assistance to:
    a. children;
    b. vulnerable adults;
    c. patients who receive health care services from a provider for a medical, psychiatric, or mental condition.
7. Any other position for which state or federal law requires testing of a job applicant or employee for cannabis.

B) Subject to the limitations above, the term “drug testing” as it is used in the County’s policies will include cannabis testing.

C) Unless specifically permitted by state or federal law, the County does not permit or accommodate cannabis flower, cannabis product, lower-potency hemp edible, or hemp-derived consumer product use, possession, impairment, sale, or transfer while an employee is working or while an employee is on the employer's premises or operating the employer's vehicle, machinery, or equipment. Employees who violate this policy may be subject to discipline, up to and including termination.

D) The County may discipline, discharge, or take other adverse personnel action against an employee for cannabis flower, cannabis product, lower-potency hemp edible, or hemp-derived consumer product use, possession, impairment, sale, or transfer while an employee is working, on the employer's premises, or operating the employer's vehicle, machinery, or equipment as follows:

1. if, as the result of consuming cannabis flower, a cannabis product, a lower-potency hemp edible, or a hemp-derived consumer product, the employee does not possess that clearness of intellect and control of self that the employee otherwise would have;
2. if cannabis testing verifies the presence of cannabis flower, a cannabis product, a lower-potency hemp edible, or a hemp-derived consumer product following a confirmatory test;
3. as provided in the County's rules outlined above regarding; or
4. as otherwise authorized or required under state or federal law or regulations, or if a failure to do so would cause the County to lose a monetary or licensing-related benefit under federal law or regulations.

Section XV – Mandatory Driving Employee

15.1 Policy

A) Mandatory driving employees are employees whose essential job duties require a valid/proper driver's license. Mandatory driving employees must:

1. Maintain a valid/proper driver's license of the class required.
2. Notify their supervisor no later than the beginning of the next shift after losing their driver's license through suspension, revocation, cancellation, or disqualification.
3. Employees who do not notify their supervisor prior to beginning their next work shift shall be subject to disciplinary action, up to and including termination.

B) Murray County is required to follow the Federal Motor Carrier Safety Administration (FMCSA) controlled substances and alcohol use and testing regulation, 49 CFR Part 382. The County's policy for employees who hold a CDL and are subject to testing under federal requirements is outlined in the Murray County Policy Regarding Federally Mandated Drug and Alcohol Testing for CDL Drivers.

C) The County considers its mandatory driving employees to be in a "safety-sensitive position" as defined by Minn. Stat. §181.950, subd. 13. Murray County may randomly select mandatory driving employees for unannounced alcohol, cannabis, and controlled substances testing per Minn. Stat. §181.951. Alcohol testing shall be performed just before, during or after an employee's performance of safety-sensitive duties. Employees may be selected for more than one test per year.

D) Mandatory driving employees are expected to follow Murray County Drug and Alcohol Policy found in Section 14, as well as the Murray County Policy Regarding Federally Mandated Drug and Alcohol Testing for CDL Drivers (if applicable). Mandatory driving employees who violate the County's drug and alcohol policies are subject to disciplinary action to the extent permitted by law, up to and including termination.

15.2 Loss of License

A) Upon a mandatory employee's driver's license loss, the responsible supervisor must consult with the County Administrator, the department head and, if applicable, the County Attorney. The department head must verify all driver license loss through the Minnesota Department of Public Safety, Division of Driver and Vehicle Services.

B) Factors to be considered prior to taking appropriate disciplinary action include, but are not limited to, the following:

1. Whether the employee voluntarily notified the supervisor of license loss.
2. The employee's work record.
3. The employee's driving record (frequency and severity of offenses

4. The Department of Public Safety's requirements for the employee to retain a license. (How long will license be lost? Is a limited license or work permit possible?)
5. Whether the incident was on county or personal time.
6. The employee's attitude toward the situation.
7. Whether alcohol/cannabis/drugs are a factor and whether the employee refused a breath alcohol or drug test.
8. Whether the incident involved a county or an employee's personal vehicle.

C) If a mandatory driving employee's license to operate a motor vehicle is suspended, canceled, or revoked the employee may be terminated, suspended without pay, or offered alternative work. First time offenders who can obtain a work permit (limited) license may, in the County's discretion, be allowed to retain their job if consistent with the limitations of the limited license or permit obtained and if driving under supervision of their department head or designee.

D) Based on the policy and the factors above, one or more of the following actions shall be taken (not listed in either sequential or priority order) for non-alcohol/drug related driver's license loss:

1. The employee is to prepare a letter to the Department of Public Safety requesting that a limited/restricted license be granted to the employee since a license is required for the job.
2. The employer may consider assigning the employee to non-driving job duties on a temporary basis.
3. The employer may place the employee on an unpaid leave of absence (vacation and/or sick leave may be granted if in treatment) from the time the employee loses his license until his temporary license is obtained.
4. Allow the employee to resign.
5. Assist the employee in transferring to non-driving job classifications or position if such positions are available.
6. Refer the employee to the Employee Assistance Program.
7. Take any other disciplinary action deemed appropriate.

Section XVI – County Policy Regarding Federally Mandated Drug and Alcohol Testing for CDL Drivers

16.1 Policy

A) This policy applies to every Murray County employee with a Commercial Driver's License (CDL) who operates a commercial motor vehicle, as defined below, to transport passengers or property in the course of their work with Murray County. All persons subject to commercial driver's license requirements shall be tested for alcohol, cannabis (including medical cannabis), cocaine, amphetamines, opiates (including heroin), and phencyclidine (PCP), pursuant to federal law. Drivers who test positive for alcohol or drugs shall be subject to disciplinary action, which may include termination of employment.

B) Definitions;

1. "Actual Knowledge' means actual knowledge by the County that a driver has used alcohol or controlled substances based on: (a) direct observation of the employee's use (not observation of behavior sufficient to warrant reasonable suspicion testing); (b) information provided by a previous employer; (c) a traffic citation; or (d) an employee's admission, except when made in connection with a qualified employee self-admission program.
2. "Alcohol Screening Device" (ASD) means a breath or saliva device, other than an Evidential Breath Testing Device (EBT), that is approved by the National Highway Traffic Safety Administration and placed on its Conforming Products List for such devices.
3. "Breath Alcohol Technician" (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the EBT.
4. "Commercial Motor Vehicle" (CMV) includes a vehicle that used to transport persons and property that:

a. Has a gross combination weight rating or gross combination weight of 11,794 kilograms or more (26,001 pounds or more), whichever is greater, inclusive of a towed unit(s) with a gross vehicle weight rating or gross vehicle weight of more than 4,536 kilograms (10,000 pounds), whichever is greater; or
b. Has a gross vehicle weight rating or gross vehicle weight of 11,794 or more kilograms (26,001 or more pounds), whichever is greater; or
c. Is designed to transport 16 or more passengers, including the driver; or
d. Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act (49 U.S.C. 5103(b)) and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR part 172, subpart F).

5. "Designated Employer Representative" (DER) means an employee authorized by the County to take immediate action to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation process. The DER receives test results and other communications for the County.
6. "Department of Transportation" (DOT) means United States Department of Transportation.
7. "Direct Observation" means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing.
8. "Driver" is any person who operates a CMV, including full-time, regularly employed drivers, casual, intermittent, or occasional drivers, leased drivers, and independent owner-operator contractors.
9. "Evidential Breath Testing Device" (EBT) means a device approved by the National Highway Traffic Safety Administration for the evidentiary testing of breath for alcohol concentration and placed on its Conforming Products List for such devices.
10. "Licensed Medical Practitioner" means a person who is licensed, certified, and/or registered, in accordance with applicable Federal, State, local, or foreign laws and regulations, to prescribe controlled substances and other drugs.
11. "Medical Review Officer" (MRO) means a licensed physician responsible for receiving and reviewing laboratory results generated by the County's drug testing program and for evaluating medical explanations for certain drug tests.
12. "Refusal to Submit" (to an alcohol or controlled substances test) means that a driver:
    a. fails to appear for any test within a reasonable time, as determined by the County, consistent with applicable DOT regulations, after being directed to do so;
    b. fails to remain at the testing site until the testing process is complete;
    c. fails to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test;
    d. fails to permit the observation or monitoring of the driver's provision of a specimen in the case of a directly observed or monitored collection in a drug test;
    e. fails to provide a sufficient breath specimen or sufficient amount of urine when directed and a determination has been made that no adequate medical explanation for the failure exists;
    f. fails or declines to take an additional test as directed by the County or the collector;
    g. fails to undergo a medical examination or evaluation, as directed by the MRO or the DER;
    h. fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector, fails to sign the certification on the forms);
    i. fails to follow the observer's instructions, in an observed urine collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process;
    j. possesses or wears a prosthetic or other device that could be used to interfere with the collection process;
    k. admits to the collector or MRO that the driver adulterated or substituted the specimen; or
    l. is reported by the MRO as having a verified adulterated or substituted test result.

m. An applicant who fails to appear for a pre-employment test, who leaves the testing site before the pre-employment testing process commences, or who does not provide a urine specimen because he or she has left before it commences is not deemed to have refused to submit to testing.

13. "Safety-Sensitive Functions" are on-duty functions from the time the driver begins work or is required to be in readiness to work until relieved from work and all responsibility for performing work, and include such functions as driving, loading and unloading vehicles, or supervising or assisting in the loading or unloading of vehicles, servicing, repairing, obtaining assistance to repair, or remaining in attendance during the repair of a disabled vehicle.
14. "Screening Test Technician" (STT) means anyone who instructs and assists individuals in the alcohol testing process and operates an ASD.
15. "Stand Down" means the practice of temporarily removing an employee from performing safety-sensitive functions based only upon a laboratory report to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test, or a substituted test before the MRO completes the verification process.
16. "Substance Abuse Professional" (SAP) means a qualified person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

16.2 Policy and Educational Materials

A) The County shall provide a copy of this policy and procedures to each driver prior to the start of its alcohol and drug testing program and to each driver subsequently hired to transferred into a position requiring driving of a CMV.

B) The County shall provide to each driver information required under Title 49 of the Code of Federal Regulations, including information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or controlled substance problem (the driver's or a coworker's); and available methods of intervening when an alcohol or controlled substance problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management.

C) The County shall provide written notice to representatives of employee organizations that the information described above is available.

D) The County shall require each driver to sign a statement certifying that the driver received a copy of the policy and materials. This statement should be in the form of Attachment A to this policy. The County will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

16.3 Alcohol and Controlled Substances Testing Program Manager

A) The program manager will coordinate the implementation, direction, and administration of the alcohol and controlled substances testing policy for drivers. The program manager is the principal contact for the collection site, the testing laboratory, the MRO, the BAT, the SAP, and the person submitting to the test. Employee questions concerning this policy shall be directed to the program manager.

B) The County shall designate a program manager and provide written notice of the designation to each driver along with this policy.

16.4 Special Prohibitions for Drivers

A) Alcohol Concentration. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers who test greater than 0.04 will be taken out of service and will be subject to evaluation by a professional and retesting at the driver's expense.

B) Alcohol Possession. No driver shall be on duty or operate a CMV while the driver possesses alcohol.

C) On-Duty Use. No driver shall use alcohol while performing safety-sensitive functions.

D) Pre-Duty Use. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.

E) Use Following an Accident. No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first.

F) Refusal to Submit to a Required Test. No driver shall refuse to submit to an alcohol or controlled substances test required by post-accident, random, reasonable suspicion, return-to-duty, or follow-up testing requirements. A verified adulterated or substituted drug test shall be considered a refusal to test.

G) Use of Controlled Substances. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to instructions (which have been presented to the County) from a licensed medical practitioner who is familiar with the driver's medical history and has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV. Controlled substance includes medical cannabis, regardless of whether the driver is enrolled in the state registry program.

H) Positive, Adulterated, or Substituted Test for Controlled Substance. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances, including medical cannabis, or has adulterated or substituted a test specimen for controlled substances.

I) General Prohibition. Drivers are also subject to the general policies and procedures of the County that prohibit possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on County premises or operating any County vehicle, machinery, or equipment.

16.5 Other Alcohol Related Conduct

No driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform safety-sensitive functions for at least twenty-four (24) hours following administration of the test. The County will not take any action under this policy other than removal from safety-sensitive functions based solely on test results showing an alcohol concentration of less than 0.04 but may take action otherwise consistent with law and the policies of the County.

16.6 Prescription Drugs/Cannabinoid Products

A driver shall inform the driver's supervisor if at any time the driver is using a controlled substance pursuant to a physician's prescription. The physician's instructions shall be presented to the County upon request. Use of a prescription drug shall be allowed if the physician has advised the driver that the prescribed drug will not adversely affect the driver's ability to safely operate a CMV. Use of medical cannabis is prohibited notwithstanding the driver's enrollment in the patient registry. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for cannabis. MROs will verify a drug test confirmed as positive, even if a driver claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.

16.7 Testing Requirements

A) Pre-Employment Testing:

1. A driver applicant shall undergo testing for alcohol and controlled substances, including medical cannabis, before the first time the driver performs safety-sensitive functions for the County.
2. Tests shall be conducted only after the applicant has received a conditional offer of employment.
3. To be hired, the applicant must test negative and must sign an agreement in the form of Attachment B to this policy, authorizing former employers to release to the County all information on the applicant's alcohol tests with results of blood alcohol concentration of 0.04 or higher, or verified positive results for controlled substances, including medical cannabis, or refusals to be tested (including verified adulterated or

substituted drug test results), or any other violations of DOT agency drug and alcohol testing regulations, or, if the applicant violated the testing regulations, documentation of the applicant's successful completion of DOT return-to-duty requirements (including follow-up tests), within the preceding two (2) years.

4. The applicant also must be asked whether he or she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee, during the last two (2) years, applied for, but did not obtain, safety-sensitive transportation work covered by DOT testing rules.
5. Before employing a driver subject to controlled substances and alcohol testing, the County must conduct a full pre-employment query of the federal Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse ("Clearinghouse") to obtain information about whether the driver (1) has a verified positive, adulterated, or substituted controlled substances test result; (2) has an alcohol confirmation test with a concentration of 0.04 or higher; (3) has refused to submit to a test in violation of federal law; or (4) that an employer has reported actual knowledge that the driver used alcohol on duty, before duty, or following an accident in violation of federal law or used a controlled substance in violation of federal law. The applicant must give specific written or electronic consent for the County to conduct the Clearinghouse full query (see Attachment C to this policy). The County shall retain the consent for three (3) years from the date of the query.

B) Post-Accident Testing:

1. As soon as practicable following an accident involving a CMV, the County shall test the driver for alcohol and controlled substances, including medical cannabis, if the accident involved the loss of human life or if the driver receives a citation for a moving traffic violation arising from an accident which results in bodily injury or disabling damage to a motor vehicle.
2. Drivers should be tested for alcohol use within two (2) hours and no later than eight (8) hours after the accident.
3. Drivers should be tested for controlled substances, including medical cannabis, no later than thirty-two (32) hours after the accident.
4. A driver subject to post-accident testing must remain available for testing or shall be considered to have refused to submit to the test.
5. If a post-accident alcohol test is not administered within two (2) hours following the accident, the County shall prepare and maintain on file a record stating the reasons the test was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours.
6. If a post-accident alcohol test is not administered within eight (8) hours following the accident or a post-accident-controlled substances test is not administered within thirty-two (32) hours following the accident, the County shall cease attempts to administer the test, and prepare and maintain on file a record stating the reasons for not administering the test.
7. The County shall report drug and alcohol program violations to the Clearinghouse as required under federal law.

C) Random Testing:

1. The County shall conduct tests on a random basis at unannounced times throughout the year, as required by the federal regulations.
2. The County shall test for alcohol at a minimum annual percentage rate of 10% of the average number of driver positions, and for controlled substances, including medical cannabis, at a minimum annual percentage of 50%.
3. The County shall adopt a scientifically valid method for selecting drivers for testing, such as random number table or a computer-based random number generator that is matched with identifying numbers of the drivers. Each driver shall have an equal chance of being tested each time selections are made. Each driver selected for testing shall be tested during the selection period.
4. Random tests shall be unannounced. Dates for administering random tests shall be spread reasonably throughout the calendar year.
5. Drivers shall proceed immediately to the collection site upon notification of selection; provided, however, that if the driver is performing a safety-sensitive function, other than driving, at the time of notification, the driver shall cease to perform the function and proceed to the collection site as soon as possible.

D) Reasonable Suspicion Testing

1. The County shall require a driver to submit to an alcohol test and/or controlled substances, including medical cannabis, test when a supervisor or County official, who has been trained in accordance with the regulations, has reasonable suspicion to believe that the driver has used alcohol and/or controlled substances, including medical cannabis, on duty, within four (4) hours before coming on duty, or just after the period of the work day. The test shall be done as soon as practicable following the observation of the behavior indicative of the use of controlled substances or alcohol.
2. The reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The required observations for reasonable suspicion of a controlled substances violation may include indications of the chronic and withdrawal effects of controlled substances.
3. Alcohol testing shall be administered within two (2) hours following a determination of reasonable suspicion. If it is not done within two (2) hours, the County shall prepare and maintain a record explaining why it was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours. If an alcohol test is not administered within eight (8) hours following the determination of reasonable suspicion, the County shall cease attempts to administer the test and state in the record the reasons for not administering the test.
4. The supervisor or County official who makes observations leading to a controlled substances reasonable suspicion test shall make and sign a written record of the observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

E) Return-to-Duty Testing: A driver found to have violated this policy shall not return to work until an SAP has determined the employee has successfully complied with prescribed education and/or treatment and until undergoing return-to-duty tests indicating an alcohol concentration of less than 0.02 and a confirmed negative result for the use of controlled substances. The County is not required to return a driver to safety-sensitive duties because the driver has met these conditions; this is a personnel decision subject to collective bargaining agreements or other legal requirements.

F) Follow-Up Testing: When an SAP has determined that a driver is in need of assistance in resolving problems with alcohol and/or controlled substances, the driver shall be subject to unannounced follow-up testing as directed by the SAP for up to sixty (60) months after completing a treatment program.

G) Refusal to Submit and Attendant Consequences

1. A driver or driver applicant may refuse to submit to drug and alcohol testing.
2. Refusal to submit to a required drug or alcohol test subjects the driver or driver applicant to the consequences specified in federal regulations as well as the civil and/or criminal penalty provisions of 49 United States Code, section 521(b). In addition, a refusal to submit to testing establishes a presumption that the driver or driver applicant would test positive if a test were conducted and makes the driver or driver applicant subject to discipline or disqualification under this policy.
3. A driver applicant who refuses to submit to testing shall be disqualified from further consideration for the conditionally offered position.
4. An employee who refuses to submit to testing shall not be permitted to perform safety-sensitive functions and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If an employee is offered an opportunity to return to a DOT safety-sensitive duty, the employee will be evaluated by an SAP and must submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.
5. Drivers or driver applicants who refuse to submit to required testing will be required to sign Attachment D to this policy.

16.8 Testing Procedures

A) Drug Testing:

1. Drug testing is conducted by analyzing a donor's urine specimen. Split urine samples will be collected in accordance with federal regulations. The donor will provide a urine sample at a designated collection site.

The collection site personnel will then pour the sample into two sample bottles, labeled "primary" and "split," seal the specimen bottles, complete the chain of custody form, and prepare the specimen bottles for shipment to the testing laboratory for analysis. The specimen preparation shall be conducted in sight of the donor.

2. If the donor is unable to provide the appropriate quantity of urine, the collection site person shall instruct the individual to drink up to forty (40) ounces of fluid distributed reasonably through a period of up to three (3) hours to attempt to provide a sample. If the individual is still unable to provide a complete sample, the test shall be discontinued, and the County notified. The DER shall refer the donor for a medical evaluation to determine if the donor's inability to provide a specimen is genuine or constitutes a refusal to test. For pre-employment testing, the County may elect to not have a referral made and revoke the employment offer.
3. Drug test results are reported directly to the MRO by the testing laboratory. The MRO reports the results to the DER. If the results are negative, the County is informed, and no further action is necessary. If the test result is confirmed positive, adulterated, substituted, or invalid, the MRO shall give the donor an opportunity to discuss the test result. The MRO will contact the donor directly, on a confidential basis, to determine whether the donor wishes to discuss the test result. The MRO shall notify each donor that the donor has seventy-two (72) hours from the time of notification in which to request a test of the split specimen at the donor's expense. No split specimen testing is done for an invalid result.
4. If the donor requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a confirmed positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another Department of Health and Human Services – SAMHSA certified laboratory for analysis. If the donor has not contacted the MRO within seventy-two (72) hours, the donor may present the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the confirmed positive test, or other circumstances unavoidably prevented the donor from timely making contact. If the MRO concludes that a legitimate explanation for the donor's failure to contact him/her within seventy-two (72) hours exists, the MRO shall direct the analysis of the split specimen. The MRO will review the confirmed positive test result to determine whether an acceptable medical reason for the positive result exists. The MRO shall confirm and report a positive test result to the DER and the employee when no legitimate medical reason for a positive test result as received from the testing laboratory exists.
5. If, after making reasonable efforts and documenting those efforts, the MRO is unable to reach the donor directly, the MRO must contact the DER who will direct the donor to contact the MRO. If the DER is unable to contact the donor, the donor will be suspended from performing safety-sensitive functions.
6. The MRO may confirm the test as a positive without having communicated directly with the donor about the test results under the following circumstances:
    a. The donor expressly declines the opportunity to discuss the test results;
    b. The donor has not contacted the MRO within seventy-two (72) hours of being instructed to do so by the DER; or
    c. The MRO and the DER, after making and documenting all reasonable efforts, have not been able to contact the donor within ten (10) days of the date the confirmed test result was received from the laboratory.

B) Alcohol Testing:

1. The federal alcohol testing regulations require testing to be administered by a BAT using an EBT or an STT using an ASD. EBTs and ASDs can be used for screening tests but only EBTs can be used for confirmation tests.
2. Any test result less than 0.02 alcohol concentration is considered a "negative" test.
3. If the donor is unable to provide sufficient saliva for an ASD, the DER will immediately arrange to use an EBT. If the donor attempts and fails to provide an adequate amount of breath, the County will direct the donor to obtain a written evaluation from a licensed physician to determine if the donor's inability to provide a breath sample is genuine or constitutes a refusal to test.
4. If the screening test results show alcohol concentration of 0.02 or higher, a confirmatory test conducted on an EBT will be required to be performed between fifteen (15) and thirty (30) minutes after the completion of the screening test.

5. Alcohol tests are reported directly to the DER.

16.9 Driver/Driver Applicant Rights

All drivers and driver applicants subject to the controlled substances testing provisions of this policy who receive a confirmed positive test result for the use of controlled substances have the right to request, at the driver's or driver applicant's expense, a confirming retest of the split urine sample. If the confirming retest is negative, no adverse action will be taken against the driver, and a driver applicant will be considered for employment.

16.10 Testing Laboratory

The testing laboratory for controlled substances will be Vault Health Workforce Screening, 1100 Easton Rd. Ste. F, Willow Grove, PA 19090, which is a laboratory certified by the Department of Health and Human Services – SAMHSA to perform controlled substances testing pursuant to federal regulations.

16.11 Confidentiality of Test Results

All alcohol and controlled substances test results and required records of the drug and alcohol testing program are considered confidential information under federal law and private data on individuals as that phrase is defined in Minnesota Statutes, Chapter 13. Any information concerning the individual's test results and records shall not be released without written permission of the individual, except as provided for by regulation or law.

16.12 Recordkeeping Requirements and Retention of Records

A) The County shall keep and maintain records in accordance with the federal regulations in a secure location with controlled access.

B) The required records shall be retained for the following minimum periods:

1. Basic records – 5 years "Basic records" includes records of: (a) alcohol test results with concentration of 0.02 or greater; (b) verified positive drug test results; (c) refusals to submit to required tests (including substituted or adulterated drug test results); (d) SAP reports; (e) all follow-up tests and schedules for follow-up tests; (f) calibration documentation; (g) administration of the testing programs; and (h) each annual calendar year summary.
2. Information obtained from previous employers – 3 years
3. Alcohol and controlled substance collection procedures – 2 years
4. Negative and cancelled controlled substance tests – 1 year
5. Alcohol tests with less than 0.02 concentration – 1 year
6. Education and training records – Indefinitely while an individual performs functions such as acting as a breath alcohol technician, screening test technician, supervisor, or driver and then for the two (2) years after ceasing to perform those functions.

C) Personal information about all individuals who undergo any required testing under this policy will be shared with the U.S. DOT Drug & Alcohol Clearinghouse ("Clearinghouse) as required under federal law, including:

1. The name of the person tested;
2. Any verified positive, adulterated, or substituted drug test result;
3. Any alcohol confirmation test with a BAC concentration of 0.04 or higher;
4. Any refusal to submit to any test required hereunder;
5. Any report by a supervisor of actual knowledge of use as follows:
    a. Any on-duty alcohol use;
    b. Any pre-duty alcohol use;
    c. Any alcohol use following an accident; and
    d. Any controlled substance use.
6. Any report from a substance abuse professional certifying successful completion of the return-to-work process;
7. Any negative return-to-duty test; and

8. Any employer's report of completion of follow-up testing.

16.13 Training

The County shall ensure all persons designated to supervise drivers receive training. The designated employees shall receive at least sixty (60) minutes of training on alcohol misuse and at least sixty (60) minutes of training on controlled substances use. The training shall include physical, behavioral, speech, and performance indicators of probable misuse of alcohol and use of controlled substances. The training will be used by the supervisors to make determinations of reasonable suspicion.

16.14 Consequences of Prohibited Conduct and Enforcement

A) Removal. The County shall remove a driver who has engaged in prohibited conduct from safety-sensitive functions. A driver shall not be permitted to return to safety-sensitive functions until and unless the return-to-duty requirements of federal DOT regulations have been completed.

B) Referral, Evaluation, and Treatment

1. A driver or driver applicant who has engaged in prohibited conduct shall be provided a listing of SAPs readily available to the driver or applicant and acceptable to the County.
2. If the County offers a driver an opportunity to return to a DOT safety-sensitive duty following a violation, the driver must be evaluated by an SAP and the driver is required to successfully comply with the SAP's evaluation recommendations (education, treatment, follow-up evaluation(s), and/or ongoing services). The County is not required to provide an SAP evaluation or any subsequent recommended education or treatment.
3. Drivers are responsible for payment for SAP evaluations and services unless a collective bargaining agreement or employee benefit plan provides otherwise.
4. Drivers who engage in prohibited conduct also are required to comply with follow-up testing requirements.

C) Disciplinary Action

1. Any driver who refuses to submit to post-accident, random, reasonable suspicion, or follow-up testing not only shall not perform or continue to perform safety-sensitive functions, but also may be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.
2. Drivers who test positive with verification of a confirmatory test or are otherwise found to be in violation of this policy or the federal regulations shall be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.
3. Nothing in this policy limits or restricts the right of the County to discipline or discharge a driver for conduct which not only constitutes prohibited conduct under this policy but also violates the County's other rules or policies.

16.15 Report to Clearinghouse

The County shall promptly submit to the Clearinghouse any record generated of an individual who refuses to take an alcohol or controlled substance test required under Title 49, Code of Federal Regulations, tests positive for alcohol or a controlled substance in violation of federal regulations or violates subpart B of Part 382 of Title 49, Code of Federal Regulations (or any subsequent corresponding regulations).

16.16 Annual Clearinghouse Query

A) The County must conduct a query of the Clearinghouse record at least once per year for information for all employees subject to controlled substance and alcohol testing related to CMV operation to determine whether information exists in the Clearinghouse about those employees. The County shall comply with the query requirements set forth in 49 Code of Federal Regulations 382.701.

B) In lieu of a full query, the County may obtain the individual driver's consent to conduct a limited query to satisfy the annual query requirement. The limited query will tell the employer whether there is information about the driver in the Clearinghouse but will not release that information to the employer. If the limited query shows

that information exists in the Clearinghouse about the driver, the County must conduct a full query within twenty-four (24) hours or must not allow the driver to continue to perform any safety-sensitive function until the employee conducts the full query and the results confirm the driver's Clearinghouse record contains no prohibitions showing the driver has a verified positive, adulterated or substitute controlled substance test, no alcohol confirmation test with a concentration of 0.04 or higher, refuses to submit to a test, or was reported to have used alcohol on duty, before duty, following an accident or otherwise used a controlled substance in violation of the regulations except where the driver completed the SAP evaluation, referral and education/treatment process as required by the regulations.

C) The County may not access an individual's Clearinghouse record unless the County (1) obtains the individual's prior written or electronic consent for access to the record; and (2) submits proof of the individual's consent to the Clearinghouse. The County must retain the consent for three (3) years from the date of the last query. The County shall retain for three (3) years a record of each request for records from the Clearinghouse and the information received pursuant to the request.

D) The County shall protect the individual's privacy and confidentiality of each Clearinghouse record it receives. The County shall ensure that information contained in a Clearinghouse record is not divulged to a person or entity not directly involved in assessing and evaluating whether a prohibition applies with respect to the individual to operate a CMV for the County.

E) The County may use an individual's Clearinghouse record only to assess and evaluate whether a prohibition applies with respect to the individual to operate a CMV for the County.

MURRAY COUNTY

REQUEST TO BE ON THE BOARD AGENDA (RBA)

Requested Board Date: 12/17/2024	**Item:** Intermittent Dispatcher/Jailer
Originating Department: Administration	**Presenter:** Carolyn McDonald
Requested Agenda Placement: Regular Agenda	**Amount of Time Needed:**
If requesting to expend funds, is the expenditure budgeted?	**Attending Meeting:** In Person

Approve hire of Marcus Feit as Intermittent Dispatcher, contingent on a successful background check and drug testing. A start date is yet to be determined, with starting pay of $23.70/hr.

Board Action Requested
It was moved by _____, seconded by _____, to approve hiring Marcus Feit as an Intermittent Dispatcher/Jailer effective after completion of a successful background check and pre-employment drug test.

Supporting Documents
None

MURRAY COUNTY

REQUEST TO BE ON THE BOARD AGENDA (RBA)

Requested Board Date: 12/17/2024	**Item:** 2025 Staffing Levels
Originating Department: Administration	**Presenter:** Carolyn McDonald
Requested Agenda Placement: Regular Agenda	**Amount of Time Needed:**
If requesting to expend funds, is the expenditure budgeted?	**Attending Meeting:** In Person

Board Action Requested
It was moved by _____, seconded by _____ to approve the 2025 Staffing Level.

Supporting Documents
1. 2025 Staffing Level

Review during budget talks in July - No changes have been made yet from 2018….					
2025 Updated 11.20.24	Employment Classification (Full Time, Part Time, Intermittent, Seasonal)	Annual Hours	Department	Title	Employee
1	Full Time	2080	Administrator	County Administrator	Carolyn McDonald
1	Full Time	2080	Administrator	Human Resources Director	VACANT
1	Full Time	2080	Administrator	General Assistant	Emily Ackerman
1	Full Time	2080	Assessor	County Assessor	Chad Benda
3	Full Time	2080 * 3 FTE'S	Assessor	2 Deputy Assessor (AMA), 1 Deputy Assessor (SAMA)	Chris Baumberger, Selena Lopez Cardenas, Amber Hansen
1	Elected		Auditor/Treasurer	Auditor/Treasurer	Heidi Winter
1	Full Time	2080	Auditor/Treasurer	Chief Deputy Auditor	Mary Ellen Moline
1	Full Time	2080	Auditor/Treasurer	Deputy Auditor-Elect/Property/Ditch	Lisa Carlson
1	Full Time	2080	Auditor/Treasurer	Deputy Auditor- Property/Ditches	Margo Newman
1	Full Time	2080	Building Maintenance	Building Facilites Manager	Nathan Wurpts
3	Full Time	2080 * 3 FTE'S	Building Maintenance	Building Maintenance Worker	Paul Counter, Curt Like, Joe Miranowski
6	Intermittent	on call hrs 8760, flat rate 120 hrs	Coroner	Medical Death Investigators	Brian Christensen, Paige Freeman, Paul Kenny, Jennifer Kirchner, Josh Malchow, Place Holder
1	Elected		County Attorney	County Attorney	Travis Smith
1	Part Time	2080	County Attorney	Assistant County Attorney	Kayla Johnson
1	Full Time	2080	Ditch	Ditch Inspector	Travis Radke
1	Part Time	1560	Economic Development	Economic Development Coordinator	Justine Wettschreck
1	Full Time	2080	Emerg. Management	Emergency Management Services/Safety Director	Carl Nyquist
1	Full Time	2080	Environmental	Ag & Solid Waste Administrator	Jon Bloemendaal
1	Full Time	2080	Environmental	Zoning/Environmental Administrator	Jean Christoffels
1	Full Time	2080	Environmental	Environmental Sevices Specialist	Connie Wieneke
1	Full Time	2080	Environmental	Environmental Resources Technician	Sarah Soderholm

1	Full Time	2080	Highway	County Highway Engineer	Randy Groves
1	Full Time	2080	Highway	Assistant County Engineer	Keith Rossow
1	Full Time	2080	Highway	Highway Maintenance Supervisor	Lonn Jackels
1	Full Time	2080	Highway	Accounting Technician	Lisa Saner
1	Full Time	2080	Highway	Engineer Technician II	Lonnie Lambertus
1	Full Time	2080	Highway	Highway Maintenance Worker/Signs	Cody Jagow
12	Full Time	2080 * 12 FTE'S	Highway	Highway Maintenance Worker	Bruce Bertrand, Jeff Goettig, Jay Ireton, Brian Miller, Chad Muecke, Scott Nelson, Jody Penoyer, Michael Reith, Brian Rosenberg, Jeff Swanson, Darren Saner, Andy Anderson
1	Full Time	2080	Highway	Lead Mechanic	Eli Ackerman
1	Full Time	2080	Highway	Mechanic	Steven Muecke
1	Seasonal	525	Highway	Engineering Aide	OPEN
1	Seasonal	525	Highway	Seasonal Survey Technician	Seasonal - OPEN
1	Full Time	2080	Information Tech	Information Technology Supervisor	Jason Lohrenz
1	Part Time	2080	Information Tech	IT Technician	Kele Moudry
1	Full Time	2080	Information Tech	GIS Technician	Grant Fischer
1	Full Time	2080	License Center	License Center Supervisor	Terry Beers
1	Full Time	2080	License Center	License Center Clerk	Tessa Risacher
1	Part time	1248	License Center	Licence Center Clerk	Sara Heintz
1	Part Time	1560	Museum	Museum Director	Nicholas Demuth
1	Part Time	1690	Museum	EOL Supervisor	Jacob Halverson
1	Part Time	1560	Museum	Collections Supervisor	Ann Muecke
4	Seasonal	1600 total	Museum	Museum Assistant	Seasonal
1	Full Time	2080	Parks	Parks/Fairgrounds/Aeration Director	Justin Hoffmann
1	Full Time	2080	Parks	Parks Maintenance Worker	Tim Kunselman
4	Seasonal	2300 total	Parks	Park Maintenance Worker	Seasonal
1	Elected		Recorder	County Recorder	Karen Brown
1	Full Time	2080	Recorder	Deputy Recorder	VACANT
1	Full Time	2080	Recycling	Recycling Center Foreman	Todd Platt
1	Part Time	1508	Recycling	Recycling Center Worker	Les Morin

1	Elected		Sheriff	County Sheriff	Heath Landsman
1	Full Time	2080	Sheriff	Chief Deputy Sheriff	Bryan Bose
8	Full Time	2100 * 8 FTE'S	Sheriff	Deputy Sheriff	Scott Ahlers, Nicholas Feit, Jarrod Larson, Prestin Parker, Dalton Slinger, Luke Isder, Touhoua Lee, VACANT
1	Full Time	2100	Sheriff	Drug and General Investigator/Buffalo Ridge Task Force	Chris Lewis
1	Full Time	2100	Sheriff	Dep Sheriff/Buffalo Ridge Task Force	Devin Gillette
1	Full Time	2100	Sheriff	Deputy Sheriff w/Assignment Investigator	Ryan Baker
4	Full Time	2080 * 4 FTE'S	Sheriff	Dispatcher/Jailer	Dan Brockberg, Jon Heidebrink, Kayla Pederson, Jason Ross
1	Intermittent	1248	Sheriff	Dispatcher/Jailer	McKenna Schreier
1	Intermittent	1248	Sheriff	Dispatcher/Jailer	VACANT
1	Full Time	2080	Sheriff	Jail Administrator	Jannette Engels
1	Full Time	2080	Sheriff	Administrative Assistant	Allisen Jagow
1	Full Time	2080	Sunrise Terrace	Sunrise Terrace Director	Jessica Staples
1	Part Time	1040	Sunrise Terrace	Housekeeper	Della Bennett
2	Part Time	175 *2	Sunrise Terrace	Meal Server	Chantel Reder, Mary Magnus
1	Intermittent	832	Veterans	Veterans Service Officer	James Reinert

MURRAY COUNTY

REQUEST TO BE ON THE BOARD AGENDA (RBA)

Requested Board Date: 12/17/2024	**Item:** Ditch Bills
Originating Department: Auditor/Treasurer	**Presenter: Heidi Winter**
Requested Agenda Placement: Regular Agenda	**Amount of Time Needed:**
If requesting to expend funds, is the expenditure budgeted?	**Attending Meeting:** In Person

Board Action Requested

It was moved by____ seconded by____ and passed to approve the report of bills for payment of the Murray County Drainage Authority as follows:

Bolton & Menk				
21-706-6260	CD 41	4,351.00	Engineering-CD 41 Improvement	
	Subtotal	**4,351.00**		
Gislason & Hunter LLP				
21-706-6260	CD 41	80.00	CD 41 Improvement-Petitioner Attorney	
	Subtotal	**80.00**		
Johnson Ditching, Inc				
21-693-6290	CD 34	692.10	#2024-071	ok'd T. Radke on 12/10/2024
	Subtotal	**692.10**		
Larson Backhoe Service				
21-819-6290	JD 10	3,853.21	#2024-017	Ok'd by T. Radke on 11/26/2024
21-819-6290	JD 10	1,701.10	#2024-020	Ok'd by T. Radke on 11/26/2024
	Subtotal	**5,554.31**		
Noomen Excavating, LLC				
21-715-6290	CD 44	250.00	#2024-006	Ok'd by T. Radke on 12/11/2024
21-757-6290	CD 65	6,459.40	#2024-066	Ok'd by T. Radke on 12/11/2024
21-805-6831	JD3 (FEMA)	742.73	#2024-035	Ok'd by T. Radke on 12/11/2024
	Subtotal	**7,452.13**		
Michael Surprenant				
21-819-6290	JD 10	250.00	#2024-017	Ok'd by T. Radke on 12/3/2024
	Subtotal	**250.00**		
	Total Ditch Bills	**18,379.54**		

Supporting Documents

MURRAY COUNTY

REQUEST TO BE ON THE BOARD AGENDA (RBA)

Requested Board Date: 12/17/2024	**Item:** Delegate Authority – Year End Warrant Batch Approval
Originating Department: Auditor/Treasurer	**Presenter:** Heidi Winter
Requested Agenda Placement: Regular Agenda	**Amount of Time Needed:** 5 minutes
If requesting to expend funds, is the expenditure budgeted?	**Attending Meeting:** In Person

Consideration to delegate authority to Auditor-Treasurer to approve the remainder of 2024 claims in an Auditor's Warrant Batch.

Board Action Requested

It was moved by ____, seconded by _____ and passed to delegate authority to Heidi E. Winter, Auditor-Treasurer to approve any remaining eligible 2024 claims to be paid in an Auditor's warrant batch.

Supporting Documents

None

MURRAY COUNTY

REQUEST TO BE ON THE BOARD AGENDA (RBA)

Requested Board Date: 12/17/2024	**Item:** 2025 Beaver Control Fee
Originating Department: Auditor/Treasurer	**Presenter:** Heidi Winter
Requested Agenda Placement: Regular Agenda	**Amount of Time Needed:** 5 minutes
If requesting to expend funds, is the expenditure budgeted?	**Attending Meeting:** In Person

- This is an annual resolution passed by the Board for beaver control fees.
- Fee increased from $60 to $75 in 2020 (first increase since 1998)
- These funds are paid directly to trappers through the claims process if nuisance beaver affecting a county road, park or drainage ditch are trapped.
- These claims are subject to approval by the ditch authority (drainage systems), highway engineer (roads and road ditches) or commissioners (parks).
- A Request for Inspection and Maintenance Repair form must be filed to trap beaver in county or judicial drainage ditches.
- 6-Year Payouts for Beaver Control Fees

2019	$ 420	
2020	$ 525	
2021	$ 825	
2022	$ 225	
2023	$ 750	
2024	$ 3,675	(YTD 11/2024)

Board Action Requested
Commissioner _____, presented the following resolution and moved for its adoption.

RESOLUTION NO. 2024-12-17-02
A Resolution Setting the Murray County Beaver Control Fee for 2025

WHEREAS, *certain types of public property including county roads, ditches, and parks can be adversely affected by nuisance beaver, and*
WHEREAS, *Murray County occasionally needs to purchase services to have nuisance beaver removed and to provide the necessary financial incentives that service providers require, and*
NOW THEREFORE BE IT RESOLVED, *that the Murray County Beaver Control Fee for 2025 is set at $____* ***($75 in 2024)*** *per nuisance beaver that are adversely affecting*

any county road, drainage system or park.

The foregoing resolution was duly seconded by Commissioner _____, and thereupon being put to a vote all members voted for its adoption.

Supporting Documents
None

MURRAY COUNTY

REQUEST TO BE ON THE BOARD AGENDA (RBA)

Requested Board Date: 12/17/2024	**Item:** Set 2025 Ditch Levies and Approve Ditch Fund Budget
Originating Department: Auditor/Treasurer	**Presenter:** Heidi Winter, Travis Radke
Requested Agenda Placement: Regular Agenda	**Amount of Time Needed:** 15 minutes
If requesting to expend funds, is the expenditure budgeted?	**Attending Meeting:** In Person

Board Action Requested
Consider approval of resolution setting the 2025 final ditch levies and 2025 ditch fund budget

Commissioner _____ presented the following resolution and moved for its adoption.

Resolution 2024-12-17-02
A Resolution setting the 2025 Levies for County and Judicial Drainage System in Murray County and setting the 2025 Ditch Fund Budget

NOW THEREFORE BE IT RESOLVED, that the Murray County Board of Commissioners, acting as Drainage Authority in Murray County, set levies to be collected as special assessments in 2025 for County and Judicial Drainage Systems located within Murray County as follows:

INSERT DITCH LEVY SPREADSHEET HERE
(see additional supplemental documentation for spreadsheet with recommended levies)

BE IT FURTHER RESOLVED THAT, the 2025 budget for the Murray County Ditch Fund be set as follows:
INSERT DITCH BUDGET WORKSHEET HERE
(see additional supplemental documentation for budget worksheet based on presented levy recommendations)

Supporting Documents
1. 12-17-2024 - Ditch Levy Worksheet
2. 12-17-2024 - Ditch Levy - Budget Worksheet

2025 Ditch Levy Worksheet

	1	2	3	4	
DITCH NO.	ESTIMATED 2024 YEAR END BALANCE	2025 MAINTENANCE LEVY	2025 LEVY FOR INSPECTOR	TOTAL 2025 DITCH LEVY	NOTES
CD 2	*19,106.45*	*2,000.00*	*853.67*	***2,853.67***	
CD 4	*20,628.90*	1,000.00	*1,591.81*	2,591.81	
CD 6	*20,144.72*	500.00	*939.86*	1,439.86	
CD 7	*12,983.74*	*2,500.00*	*498.10*	***2,998.10***	
CD 11	*(27,562.05)*	*1,000.00*	*653.68*	***1,653.68***	
CD 13	*6,944.33*	1,000.00	*222.98*	1,222.98	
CD 14	*9,163.17*	*500.00*	*304.34*	***804.34***	
CD 19	*16,944.25*	*2,500.00*	*543.18*	***3,043.18***	
CD 20	*234,317.19*	*2,500.00*	*7,199.10*	***9,699.10***	
CD 21	*14,801.77*	1,000.00	*317.80*	1,317.80	
CD 22	*11,541.05*	2,000.00	*1,216.38*	3,216.38	
CD 23	*18,499.60*	500.00	*56.02*	556.02	
CD 24	*23,128.79*	2,000.00	*210.34*	2,210.34	
CD 26	*35,460.23*	1,500.00	*992.49*	2,492.49	
CD 27	*40,436.07*	1,000.00	*2,261.50*	3,261.50	
CD 28	*8,622.30*	0.00	*62.72*	62.72	
CD 29	*32,118.28*	2,000.00	*1,841.22*	3,841.22	
CD 30	*14,747.84*	1,000.00	*437.14*	1,437.14	
CD 32	*15,929.90*	1,000.00	*150.44*	1,150.44	
CD 34	*50,772.84*	2,500.00	*2,728.38*	5,228.38	
CD 35	*171,101.95*	500.00	*982.66*	1,482.66	
CD 37	*13,473.76*	2,000.00	*438.22*	2,438.22	
CD 38	*9,716.71*	1,000.00	*172.20*	1,172.20	
CD 40	*21,611.37*	1,000.00	*677.24*	1,677.24	
CD 41	*13,565.50*	1,000.00	*367.52*	1,367.52	
CD 42	*(18,010.35)*	7,500.00	*457.06*	7,957.06	***levy 7,500 in 2026 and 2027**
CD 43 M	*(25,433.84)*	10,000.00	*1,283.34*	11,283.34	***levy 10,000 in 2026 and 2027**
CD 43 A	*(4,375.17)*	3,000.00	*969.40*	3,969.40	***levy 3,000 in 2026 and 2027**
CD 43 B	*15,066.37*	500.00	*332.72*	832.72	
CD 44	*9,173.37*	1,000.00	*421.69*	1,421.69	
CD 45	*12,071.67*	1,000.00	*163.88*	1,163.88	
CD 46	*9,771.14*	2,000.00	*241.69*	2,241.69	
CD 47	*9,412.40*	1,000.00	*81.68*	1,081.68	
CD 48	*(5,213.86)*	6,000.00	*18.73*	6,018.73	***levy 3,000 in 2026 and 2027**
CD 49	*11,986.32*	1,000.00	*203.44*	1,203.44	
CD 50	*9,187.75*	1,000.00	*235.74*	1,235.74	
CD 51	*7,999.35*	1,000.00	*280.72*	1,280.72	
CD 52	*10,064.66*	1,000.00	*135.44*	1,135.44	
CD 53	*10,664.98*	*2,000.00*	*278.04*	***2,278.04***	
CD 54	*10,215.60*	1,000.00	*166.18*	1,166.18	
CD 55	*386.39*	3,000.00	*67.04*	3,067.04	
CD 56	*11,914.23*	1,000.00	*324.80*	1,324.80	
CD 57	*17,134.28*	1,000.00	*785.08*	1,785.08	
CD 58	*13,008.38*	1,000.00	*195.14*	1,195.14	
CD 59	*4,971.78*	*3,000.00*	*59.88*	***3,059.88***	***levy 3,000 in 2026 and 2027**
CD 60	*(20,746.41)*	6,500.00	*42.82*	6,542.82	***levy 6,500 in 2026 and 2027**
CD 61	*8,405.41*	*1,000.00*	*701.86*	***1,701.86***	
CD 62	*10,034.92*	1,000.00	*109.46*	1,109.46	
CD 63	*9,650.89*	1,000.00	*508.97*	1,508.97	
CD 64	*3,491.72*	2,000.00	*0.00*	2,000.00	
CD 65	*3,763.15*	5,000.00	*1,165.90*	6,165.90	
CD 66	*8,581.95*	1,000.00	*92.12*	1,092.12	
CD 67	*(15,301.57)*	5,000.00	*1,139.43*	6,139.43	***levy 5,000 in 2026 and 2027**
CD 68	*(55,410.98)*	20,000.00	*269.58*	20,269.58	***levy 20,000 in 2026 and 2027**
CD 72	*11,854.71*	2,000.00	*354.06*	2,354.06	
CD 73	*12,309.99*	1,000.00	*378.74*	1,378.74	
CD 74	*7,288.35*	1,000.00	*158.76*	1,158.76	
CD 75	*5,099.55*	3,000.00	*924.46*	3,924.46	
CD 76 A	*4,728.52*	2,000.00	*307.72*	2,307.72	
CD 76 A 18	*8,206.17*	2,000.00	*435.86*	2,435.86	
CD 77	*12,573.91*	2,500.00	*283.54*	2,783.54	
CD 79	*13,144.63*	2,000.00	*167.14*	2,167.14	
CD 80	*7,604.23*	3,000.00	*45.06*	3,045.06	
CD 81	*2,634.49*	3,000.00	*188.74*	3,188.74	
CD 82	*15,964.71*	1,500.00	*748.06*	2,248.06	
CD 86	*10,031.28*	1,500.00	*193.58*	1,693.58	
CD 87	*8,400.15*	1,500.00	*131.24*	1,631.24	
CD 89	*9,623.71*	1,000.00	*94.56*	1,094.56	

2025 Ditch Levy Worksheet

	1	2	3	4	
DITCH NO.	ESTIMATED 2024 YEAR END BALANCE	2025 MAINTENANCE LEVY	2025 LEVY FOR INSPECTOR	TOTAL 2025 DITCH LEVY	NOTES
JD 2 S	21,260.99	1,500.00	529.28	2,029.28	
JD 2 N	6,986.19	3,000.00	247.02	3,247.02	
JD 3	7,369.86	3,500.00	2,697.02	6,197.02	
JD 5	3,065.63	2,000.00	250.16	2,250.16	
JD 6	16,543.77	1,000.00	278.94	1,278.94	
JD 7	733.14	4,500.00	767.90	5,267.90	
JD 8	57,180.21	0.00	410.90	410.90	
JD 9	(1,607.42)	5,000.00	258.32	5,258.32	*levy 5,000 in 2026
JD 9 A	13,799.45	2,000.00	388.80	2,388.80	
JD 10	(2,184.90)	10,000.00	3,849.45	13,849.45	
JD 11	20,993.86	1,000.00	465.50	1,465.50	
JD 12	(11,577.08)	5,000.00	1,044.02	6,044.02	*levy 5,000 in 2026 and 2027
JD 13	104,278.30	0.00	1,790.66	1,790.66	
JD 14	46,858.05	25,000.00	3,961.65	28,961.65	
JD 15	4,337.55	3,000.00	489.08	3,489.08	
JD 16	1,259.28	5,000.00	159.22	5,159.22	
JD 17	(6,242.11)	7,500.00	417.06	7,917.06	*levy 7,500 in 2026
JD 17 A	9,924.29	1,000.00	225.76	1,225.76	
JD 18	4,546.08	2,500.00	263.88	2,763.88	
JD 18 A	4,315.38	1,500.00	467.06	1,967.06	
JD 19	19,327.19	1,000.00	2,190.38	3,190.38	
JD 20	(5,785.62)	7,500.00	580.02	8,080.02	*levy 7,500 in 2026 and 2027
JD20A	235,638.94	0.00	1,791.54	1,791.54	
JD 21	8,294.41	1,000.00	412.30	1,412.30	
JD 22	5,079.00	1,000.00	188.92	1,188.92	
JD 23	11,379.51	1,000.00	449.62	1,449.62	
JD 24	9,065.16	1,000.00	82.70	1,082.70	
JD 26	(18,069.07)	6,000.00	2,018.32	8,018.32	*levy 6,500 in 2026 and 2027
JD 27	9,432.57	1,000.00	94.30	1,094.30	
JD 28	13,749.01	1,000.00	339.68	1,339.68	
JD 38 A	9,034.07	1,000.00	137.92	1,137.92	
TOTAL LEVY		256,500.00	68,223.00	324,609.72	

Murray County, Minnesota

2025 Final Budget - Ditch Fund
Prepared for 12-17-2024 Commissioner Meeting

2025 Budgeted Governmental Funds	**Ditch**
Revenues	
Special Assessments	792,187
Intergovernmental	23,825
Total Revenues	**816,012**
Expenditures	
Conservation of Natural Resources	230,098
General Obligation Debt Services	489,400
Total Expenditures	**719,498**
Excess of Revenues Over (Under) Expenditures	**96,514**
Other Sources (Uses)	
Transfers In	39,500
Total Other Sources (Uses)	**39,500**
Planned Changes to Fund Balance	**136,014**

MURRAY COUNTY

REQUEST TO BE ON THE BOARD AGENDA (RBA)

Requested Board Date: 12/17/2024	**Item:** Bobcat Skid Loader Purchase Request
Originating Department: Parks	**Presenter:** Justin Hoffmann
Requested Agenda Placement: Regular Agenda	**Amount of Time Needed:** 5 Minutes
If requesting to expend funds, is the expenditure budgeted? 01-110-115-0000-6650	**Attending Meeting:** In Person

Justin would like to purchase a 2025 T66 T4 Bobcat Skid Loader through Miller Sellner. In past years we have been on a schedule to trade our Bobcat Skid loader on a yearly basis. This time we trade, we would like to upgrade from a tire machine to a track machine. This is the reason for the higher costs. The state bid quote Justin has obtained through Miller Sellner is $16,731.67 to trade our 2024 S66 Bobcat Skid Loader and $37,000 was budgeted under 01-110-115-0000-6650 in the Parks Department 2025 budget. The new skid loader will take approximately 60 days to acquire, so that is why Justin would like to get it ordered now.

Board Action Requested

It was moved by_____, second by_____ and passed to authorize the purchase of a T66 T4 Bobcat Skidloader from Miller Sellner for the amount of $16,731.67 and be paid for under account 01-110-115-0000-6650.

Supporting Documents

1. Bobcat Skid Loader Description
2. Bobcat Skid Loader Quote

Bobcat

Product Quotation
Quotation Number: **MB898956**
Quote Sent Date: **Dec 09, 2024**
Expiration Date: **Jan 08, 2025**

Your Bobcat Contact
Mason Brekke
Phone:
Email: mason.brekke@doosan.com

Your Customer Contact

Deliver to
MURRAY COUNTY PARKS & FAIR
2678335
3048 BROADWAY AVE
SLAYTON, MN, 56172-1398

Bobcat Dealer
Miller Sellner Slayton, LLC
1535 20TH STREET
SLAYTON, MN, 56172-1146

Bill to
NEW GOVERNMENT CUSTOMER
2391333
250 E Beaton Dr
West Fargo, ND, 58078-2656

Item Name	Item Number	Quantity	Price Each	Total
T66 T4 Bobcat Compact Track Loader	M0349	1	48,412.86	48,412.86
Standard Equipment: 74.0 HP Tier 4 V2 Bobcat Engine Auxiliary Hydraulics: Variable Flow Backup Alarm Bob-Tach Bobcat Interlock Control System (BICS) Controls: Hand and Foot (Manual) Cylinder Cushioning - Lift, Tilt Engine/Hydraulic Performance De-rate Protection Glow Plugs (Automatically Activated) Horn Lift Arm Support Lift Path: Vertical Lights, Front and Rear LED Operator Cab Includes: Adjustable Suspension Seat, Top and Rear Windows, Parking Brake, Seat Bar and Seat Belt Roll Over Protective Structure (ROPS) meets SAE-J1040 and ISO 3471 Falling Object Protective Structure (FOPS) meets SAE-J1043 and ISO 3449, Level I; (Level II is available through Bobcat Parts) Parking Brake: Spring Applied, Pressure Released (SAPR) Solid Mounted Carriage with 4 Rollers Tracks: Rubber, 12.6" Wide Counter Weights - 100 lbs. Telematics - Machine IQ - 2-year Basics Warranty: 2 years, or 2000 hours whichever occurs first				
Deluxe Package *Included:* Deluxe Package Includes:, Clear Side Auto HVAC Cab, Integrated Bluetooth Radio, Adjustable Heated Cloth Air Ride Seat, Power Bob-Tach, Solid Undercarriage, 7" Touch Display, Premium and Side LED Lights, Keyless Start, Two-Speed Travel, 7-Pin Attachment Control, Dual Direction Bucket Positioning, Rear Camera, Sound Reduction, 3yr Machine IQ Health & Security Subscription	M0349-P11-C12	1	10,322.69	10,322.69
15.7" C-Pattern Rubber Track *Included:* 15.7" C-Pattern Rubber Track	M0349-R09-C02	1	1,108.18	1,108.18
5-Link Torsion Suspension Undercarriage	M0349-R21-C13	1	1,662.94	1,662.94
	Total for T66 T4 Bobcat Compact Track Loader			61,506.67

Quote Total - USD	61,506.67
Dealer P.D.I.	200.00
Freight Charges	1,525.00
Discount	
2024 S66	-46,500.00
Quote Total - USD	**16,731.67**

Comment:
*Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

*Prices per the Sourcewell Contract #020223-CEC

*Sourcewell Member Number (if applicable): _____

*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract. *A Copy of all orders must be provided to Heather.Messmer@Doosan.com.

*Contact Holder Information: Doosan Bobcat North America, Inc. Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

*Payment Terms: Net 60 Days. Credit cards accepted.

*Remittance address: Doosan Bobcat North America, Inc. P. O. Box 74007382, Chicago, IL 60674-7382

Customer acceptance:
Quotation Number:: **MB898956** Purchase Order:_____

Authorized Signature:

Print:_____ Sign:_____

Date:_____ Email:_____

Addresses

Delivery Address_____

Billing Address (if different from ship to):_____

Tax Exempt: Y ☐ / N ☐

MURRAY COUNTY

REQUEST TO BE ON THE BOARD AGENDA (RBA)

Requested Board Date: 12/17/2024	**Item:** 2025 Retainer Agreement for Legal Services
Originating Department: Environmental Services	**Presenter:** Jean Christoffels
Requested Agenda Placement: Regular Agenda	**Amount of Time Needed:** 5 minutes
If requesting to expend funds, is the expenditure budgeted? 01-105-6260	**Attending Meeting:** In Person

The purpose of the Agreement is to have access to professional legal services specifically for the areas relating to zoning, which is in addition to the professional legal services of the Murray County Attorney and Assistant County Attorney.

All aspects of the Agreement relating to the terms and in-service training remain the same from previous years. The overall cost of the Agreement was increased by $250, so $5,500 for the year. Also, the hourly rates were increased by $10 for those services provided outside the retainer.

Board Action Requested

Motion made by _____, seconded by _____ to approve and authorize County Administrator Carolyn McDonald to sign the 2025 Retainer Agreement for Legal Services relating to land use and zoning issues with Squires, Waldspurger & Mace, P.A., attorneys at law.

Supporting Documents

1. 2025 Retainer Agreement

RETAINER AGREEMENT FOR LEGAL SERVICES

This Agreement is entered between Murray County ("County") and Squires, Waldspurger & Mace, P.A., attorneys at law ("Attorneys").

WHEREAS, the County desires professional legal services relating to land use and zoning issues; and

WHEREAS, the Attorneys provide services relating to land use to Counties, and have the skill and expertise necessary to perform the duties as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Scope of Services: The Attorneys shall provide advice and consultation upon issues relating to zoning matters pursuant to an annual Retainer Agreement for the sum of $5,500.00. The primary attorneys to render all such advice will be Jay T. Squires. If Jay T. Squires is not available, then Kristin Nierengarten or Liz Viera or their delegates, shall render such advice.

For purposes of this Retainer Agreement, advice and consultation shall consist of telephone conversations, e-mail communications, and/or short letters on non-recurrent matters, but shall not include any research and/or drafting beyond the above that may be requested by the County, except as may be otherwise set forth in this Agreement. Any requested research and/or drafting will be billed at hourly rates set forth herein. The County and the Attorneys may conclude that a particular matter or issue will not be resolved through one or several telephone calls. If so, then upon agreement of the County and the Attorneys, the Attorneys will open a separate file for the matter and perform the work on hourly basis, to be billed at the hourly rates set forth herein.

The advice and consultation covered under this Agreement shall include the follow areas:

A. Questions relating to the permitting process for all permits called for under the County's land use ordinances, as well as questions relating to rezoning;

B. Questions pertaining to conducting hearing processes on land use requests including, but not limited to, any questions pertaining to the Open Meeting Law or Minnesota Government Data Practices Act, as they may pertain to such hearings;

C. Questions pertaining to EAW's, EIS's, or any other environmental review;

D. Questions pertaining to enforcement of land use ordinances; and

E. Questions relating to ordinance and statutory interpretation.

It is the intent of the parties to this Agreement that the scope of this Retainer Agreement shall include short written letters confirming telephone advice and consultation, as deemed necessary by the County and/or the Attorneys, to the extent that such letters do not involve any additional research or other drafting.

2. Authorized Contact Persons: Those County personnel who will be authorized to contact the Attorneys for services included within this Agreement are the Planning and Zoning Administrator, the County Administrator, the County Attorney, the County Board Chair, and/or their delegates.

3. Term: From January 1, 2025 through December 31, 2025.

4. Payment for Services: The Attorneys shall bill the County quarterly in equal installments for the amount due under the retainer. Payment is due thirty (30) days after the receipt of the bill. Each quarterly bill for retainer services will include within it a statement of costs and disbursements incurred during that quarterly period that are to be paid by the County under this Agreement.

5. Costs: In addition to the annual retainer amount, the County agrees to pay actual, necessary and reasonable costs and expenses incurred by the Attorneys in the performance of the services under this Agreement. Those costs include mileage at the I.R.S. rates; photocopying at 20 cents per page; facsimile at $1.00 per page/$5.00 maximum per transmission; and the actual costs of long distance phone calls and postage. If additional services are rendered under Paragraph 7 herein, the County also recognizes that it would be responsible for costs and disbursements incurred by the Attorneys, including, but not limited to, costs for messengers, court costs, arbitration, or mediation expenses, deposition expenses, and/or other trial or administrative hearing related expenses.

6. In-Service Training: The Attorneys will provide up to three hours of in-service training to County officials, officers, and/or staff. This in-service training will occur in one three-hour session, upon any subject relating to the area of land use or, at the choice of the County, upon any other topic(s) mutually agreed to

by the County and the Attorneys that are within the normal working areas of Squires, Waldspurger & Mace, P.A.

7. Services at Hourly Rates: Any special projects or services provided by the Attorneys that are outside the scope of services covered by the retainer will be provided at the hourly rates set forth below. Any services contracted at hourly rates will be billed on a monthly basis. Payment is due 30 days after the receipt of the bill. Invoices will be in the standard format of Squires, Waldspurger & Mace, P.A., and will indicate the amount of time spent on each legal issue, the attorney providing the service, the nature of the work done, and the exact amount of time spent.

Hourly Rates:	
Jay T. Squires	$250.00/hour
Amy E. Mace	$250.00/hour
Trevor S. Helmers	$250.00/hour
John P. Edison	$250.00/hour
Liz Vieira	$250.00/hour
Kristin C. Nierengarten	$250.00/hour
Zachary J. Cronen	$250.00/hour
Michael J. Ervin	$250.00/hour
Abbi R. Kelzer	$250.00/hour
Tessa S. Wagner	$240.00/hour
Marcus B. Jardine	$240.00/hour
Will M. Seiler	$240.00/hour
Dalia N. Istephanous	$240.00/hour
Craig W. Hardie	$240.00/hour
Shelby M. Borthwick	$240.00/hour
Max S. Blosser	$240.00/hour
Jesse C. Peterson	$240.00/hour
Other new associates	$240.00/hour

COUNTY OF MURRAY

By:_____

Its: _____

Date:_____

SQUIRES, WALDSPURGER & MACE

By:_____
Jay T. Squires
333 South Seventh St., Suite 2800
Minneapolis, MN 55402
(612) 436-4300

Date:_____

MURRAY COUNTY

REQUEST TO BE ON THE BOARD AGENDA (RBA)

Requested Board Date: 12/17/2024	**Item:** Lake Sarah Dam - Pay Request #1
Originating Department: Environmental Services	**Presenter:** Jean Christoffels
Requested Agenda Placement: Regular Agenda	**Amount of Time Needed:** 10 minutes
If requesting to expend funds, is the expenditure budgeted? 01-521-536-6260	**Attending Meeting:** In Person

This pay application has been reviewed by Houston Engineering, project engineer and is recommended for approval.

This project is funded by a Conservation Partners Legacy Grant. The county will submit a request for these funds once paid by the county.

Board Action Requested
It was moved by _____, seconded by _____ and passed to approve the Lake Sarah Dam Pay Request No. 1 to Rupp Construction Company, Inc. for $195,391.25.

Supporting Documents
1. Lake Sarah Dam Pay Request #1

MONTHLY STATEMENT OF CONTRACT AMOUNT

Request for Partial Payment No. 1 Date: 12/11/2024
Project No. 6150-0004 Project Name: Lake Sarah Rock Arch Rapids Installation
Murray County, Minnesota

Owner: **Murray County** **Contractor:** **Rupp Construction Company, Inc**

STATEMENT OF THE CONTRACT AMOUNT

Original Contract Amount:	$	205,675.00
Total of Change Orders to Date:	$	-
Original Contract plus Change Orders	$	205,675.00
Value of Work Completed to Date:	$	205,675.00
Less 5 % Retained:	$	10,283.75
Value of Work Completed to Date less Retained Percentage:	$	195,391.25
Total Previously Certified:	$	-
Amount Due This Request:	**$**	**195,391.25**

CERTIFICATE OF THE CONTRACTOR

I hereby certify that the work performed and the materials supplied to date as shown on this Request for Payment, represent the actual value of accomplishment under Terms of the Contract dated 2/21/2024 between Murray County and Rupp Construction Company, Inc. and all authorized changes thereto.

By: [signature]

Title: Superintendent

Date: 12-11-24

CERTIFICATE OF THE ENGINEER

This is to certify that in accordance with the terms of the Contract, the Contractor is entitled to a partial payment in the amount requested.

Engineer: [signature] Date: 12/11/2024

APPROVAL BY OWNER: _____ Date: _____

ATTEST: _____ Date: _____

No.	Item	Unit	Contract Quantity	Unit Price	Qty. Comp. To Date	Total
1	Mobilization	LS	1	$ 38,000.00	1	$ 38,000.00
2	Flotation Silt Curtain	LF	120	$ 20.00	120	$ 2,400.00
3	Remove Existing Dam	LS	1	$ 6,000.00	1	$ 6,000.00
4	Random Riprap Class II	CY	480	$ 75.00	480	$ 36,000.00
5	Random Riprap Class III	CY	1,010	$ 75.00	1,010	$ 75,750.00
6	Rock Weir (36" to 60" Diameter Boulders)	LF	665	$ 55.00	665	$ 36,575.00
7	Rock Boulders (36" to 60" Diameter Boulders)	EA	10	$ 300.00	10	$ 3,000.00
8	Flat Rock Boulders (48" to 72" Diameter)	EA	4	$ 550.00	4	$ 2,200.00
9	Clearing and Grubbing	LS	1	$ 3,000.00	1	$ 3,000.00
10	Seeding and Mulching	LS	1	$ 2,750.00	1	$ 2,750.00
Value of Work Completed to Date:						**$ 205,675.00**

MURRAY COUNTY

REQUEST TO BE ON THE BOARD AGENDA (RBA)

Requested Board Date: 12/17/2024	**Item:** Article 27 Cannabis Regulations
Originating Department: Environmental Services	**Presenter:** Jean Christoffels
Requested Agenda Placement: Regular Agenda	**Amount of Time Needed:**
If requesting to expend funds, is the expenditure budgeted?	**Attending Meeting:** In Person

Board Action Requested

Supporting Documents

1. 12-05-2024 Article 27 Cannabis Regulations Ordinance Public Hearing Minutes - Draft
2. CANNABIS REGULATIONS draft for 12-17-2024 County Board Meeting

Public Hearing
Article 27 Cannabis Regulations Ordinance Minutes

The Murray County Planning Commission held a special public hearing on Thursday, December 5, 2024, in the County Commissioner's Meeting Room, Murray County Government Center, Slayton, MN to take public comment on the intent to adopt an ordinance to regulate cannabis and lower-potency hemp businesses in Murray County.

Members present: Kevin Vickerman, Ron Holinka, Annette Fiedler, Dave Thiner, Bob Ossefoort, and Terry Nelson
Others present: Jean Christoffels, Connie Wieneke, and see attached sign-in-sheet
Others present Call in: Kayla Johnson, and Jenna Stephenson

Chairman Kevin Vickerman called the hearing to order at 7:04 p.m. and entered the public notice into the record. The list of those notified was also entered into the record. Chairman Vickerman asked if there were any problems with the proper notification; there were none. Also entered into the record was a copy of the drafted ordinance. A power point presentation was displayed and reviewed throughout the meeting; a copy was available for the public.

Chairman Vickerman opened the hearing for public comment, such that the Planning Commission would review each Section and add their comments, and then allow the public to comment also on the same section before moving on to the next.

Section 2701 – Intent and Purpose
No comments received.

Section 2702 - Authority and Jurisdiction
To avoid needing to update the ordinance each time a new jurisdiction is added or subtracted from the list, it was decided that the units of government that would be listed in Sections 2 A and B, would be listed in an appendix to the ordinance. For Section 2702.1D, Minnesota Statutes 462.357 is for cities, need to also include Statute 394 for counties.

Section 2703 - Severability
Annette questioned if the word "Ordinance" should be changed to "Article"; to which Jean replied no, this one should be Ordinance. It was further explained that if any part of Article 27 is deemed as unconstitutional, it will not negate the rest of the zoning ordinance.

Lori Jensen, Mason Township Clerk, asked if cannabis licenses would be like liquor licenses; the County issues the licenses and the Township signs off, or would it just go through the Township if they choose not to be under the umbrella of the County. Kayla Johnson's understanding is that if the township chooses to regulate on their own and not be under the county's ordinance, then it would go directly to the township.

Section 2704 – Enforcement
Lori questioned the relationship between the county and the township, if they (township) decide to regulate themselves, would the county still do the surveillance. Jean said the township would have to contract with the Sheriff's office. Kayla replied that that was her understanding as well; that it would be between the township or the city and the sheriff's office to arrange for that, this board cannot dictate that. Heath Landsman, Murray County Sheriff, pointed out that the City of Currie has a contract with his office, whereas Mason Township

does not; the township would have to contract with the local sheriff or some form of police for protection. Jean added that the township must be at least as restrictive as the county, and the county cannot be less restrictive than the state.

Section 2705 - Definitions
Don Vogel, Chandler Mayor, asked about #14 Temporary Cannabis Events that last no more than four days. Jean explained this is the state definition and added that later in the ordinance, the county notes that these events may only last two days. Kayla would like to see that definition flushed out a little more, such that the definition should include the phrase that we are defining, that a temporary cannabis event means an event lasting no more than four days at which cannabis products, cannabis flower, etc. may be sold, rather than just saying a temporary cannabis event is a temporary cannabis event. The question comes in of what really is that event and is there consumption or not; Kayla thought it could be better defined, to clarify what a temporary cannabis event is.

Section 2706 Registration of Cannabis Business
Annette wondered if Retail should be included in the title of this section. Kayla didn't think it should because retail businesses are the ones required to register, which the first two subdivisions in this section say that retail businesses cannot operate without being registered. But then number three applies to any cannabis business.

Section 2707 – Compliance Checks Prior to Retail Registration
In subdivision #2, Annette questioned when the thirty days starts. From the statute, Kayla pointed out that this subdivision talks about when the application comes from the Office of Cannabis Management (OCM) to the local unit of government; it does not come from a resident. The statute says within thirty days of receiving a copy of an application from the OCM, a local unit of government shall certify on a form provided by the office that a proposed cannabis retail business complies with local zoning. If the township delegated their authority to the county, Kayla would argue that the time doesn't start to run until the local unit of government, that has the authority to certify, receives the application.

Section 2708 – Registration and Application Procedure
For Subdivision 2A1e, the following language was suggested by Annette: "Certification, provided by Murray County Auditor, that all property taxes and assessments at the location where the retail establishment is located, are current."

Dave Thiner questioned if the County Board establishes the fee schedule mentioned in Subdivision 1C, to which Jean replied the fees are set in state statute based on the type of proposed cannabis business. Kayla stated that Subdivision 1B identifies that the registration fee is established in Murray County's fee schedule and shall be charged based on the type of retail business, whereas C & E are the statutory limits that the County cannot exceed when they set the fees. The initial retail registration fee, according to statute, cannot exceed $500 or half the amount of initial state license fee, whichever is less. Kayla noted the county will set the fees and include them on the fee schedule, with different fees depending on the type of business and the size of the business; fees cannot be arbitrary and need to be set forth on the fee schedule.

Terry Nelson wanted to know what happens if a business fails to meet compliance requirements, who gets charged with the misdemeanor, the owner or the operator. Kayla could not give a definitive answer at this time as she wasn't sure if there was anything specific in the statutes.

Subdivision 6D1 says "may", which may is permissive, whereas, shall is required. Kayla stated that legally they could leave it but may gives the Auditor discretion to charge or not to charge a renewal fee; if the County wants a renewal fee charged, then it needs to be changed to shall. The Commission said to change it to "shall".

For Subdivision 7A, Terry asked what constitutes warranted, to which Annette stated that it basically means if they violated any part of the ordinance. Kayla explained that the phrase "When Suspension is Warranted", is just the heading to introduce what this paragraph is talking about, and then goes on to talk about when a suspension of a registration would be warranted. It would be warranted if the business violates the ordinance or poses an immediate threat to the health or safety of the public. Kayla stated it can't be arbitrary, but they can have discretion on how to enforce an ordinance; if there is something the county wants in there to reduce the question of how that discretion will be exercised to give more parameters, it can be added.

Section 2709 – Requirements for Cannabis Businesses

There were questions about the minimum buffer requirements, to which Jean read from MN Statute 342.13c, which specifically lists the setbacks a local unit government may set for a cannabis business: 1,000 feet of a school; 500 feet of a daycare, residential treatment facility, or an attraction within a public park that is regularly used by minors including playground or athletic field. She added that those are the only setbacks or buffer requirements in statute. However, according to legal counsel, they felt the county could have additional setbacks to other areas the county felt would be necessary based on use by youth; optional requirements are 5-13, but 1-4 are not. Heath commented that 1-4 are from the controlled substance statute.

Kayla clarified that a local unit of government may adopt reasonable restrictions on the time, place and manner of the operation of a cannabis business provided that such restrictions do not prohibit the establishment or operation of cannabis businesses. She added that the county can regulate them that includes setbacks, and restrictions on which zoning districts they can be in. Kayla continued saying that the statute doesn't mandate those specific setbacks but specifically mentions them as allowed, and that statute does not prohibit other setbacks; if there are properties that fall under multiple uses or definitions within these setbacks, the most restrictive setback is the one that applies.

Lori questioned the definition of a dwelling. Jean read the definition of a dwelling from the county's zoning ordinance: any structure or portion of a structure or other shelter designed as short- or long-term living quarters for one or more persons including rental or time share accommodations such as hotel/motel/resort rooms, cabins, dwelling farm, dwelling non-farm, dwelling single family. Curt Jensen asked if this definition is applicable to cities, to which Jean replied no, because cities are their own jurisdictions; townships fall under the county's zoning ordinance.

Lori commented that Mason Township is concerned there is no place within their township for a retail cannabis business with the setbacks/buffers established by the County. Additional discussion was had regarding the setbacks for a dwelling compared to that of a daycare. Lori understands that this is new, different, and regulated, making it a safer product for the public. She doesn't want the county to make it impossible for retail businesses to become established.

Besides buffer requirements, the county also identified the zoning districts: Cannabis retail businesses would only be allowed in commercial and industrial districts. Kevin pointed out that according to state statute, the County must allow at least one retail cannabis business per 12,500 residents, which Murray County must allow a minimum of one.

Cannabis sold in Minnesota must be grown in the state. During discussions about zoning districts and setbacks, it was noted that the state does not require a reciprocal setback for this like feedlots. It was decided to move the setback of Subdivision 1A12 to 500 feet of a Dwelling Unit and move that up to Subdivision 1A5; adjust the rest of the numbers in that subdivision. Kevin commented that the County is concerned about the more sensitive areas where youth are at.

According to Subdivision 2, all cannabis businesses are allowed via an Interim Use Permit (IUP), which requires a public hearing; an IUP is tied to the operator or applicant and the County can put a time limit or restriction on it. After more discussion, the Commission decided to also allow the manufacturing of cannabis

in the Agricultural District. If they want to allow businesses that cultivate and manufacture, then they could limit facilities/businesses that do both to the industrial district. And then it would be a policy decision to allow manufacturing in the agricultural district. Jean pointed out that most cultivation would be indoors, where it would be the most cost effective and safest way for everyone.

Mason Township is considering allowing a retail business within their jurisdiction. Lori pointed out that in Crosby, MN, the business has been integrated into the downtown area. Curt stated that they are not aware of anyone looking to start a cannabis business, but they want to have it as an option.

Jean suggested the Commission consider allowing cannabis retail businesses where the dwelling is an accessory use to the business; the County could allow it by exempting the setback to their accessory dwelling. This would be best added to Section 2709.1. Kayla agreed. It was decided to add this exemption.

Annette said a ":" needed to be added after "retail sale of" in Subdivision 3 Hours of Operation.

Curt requested a map of where retail establishments could be located within the county.

Jean commented that if someone had an issue with the setbacks, they could apply for a variance and then the IUP after that; however, the county should not set the buffers such that everyone has to come in for variances.

Applicants must get a license from the OCM before applying for a permit from the county. The license from the OCM allows them to go anywhere in Minnesota that zoning will permit them to.

Proposed changes to Section 2709 are as follows:

- Subdivision 1B. Setbacks above do not apply to the applicant's own residence or a residence on the property where the cannabis business is located.
- Subdivision 2B2) Commercial
- Subdivision 2B3) Agricultural
- Subdivision 2D2) Agricultural
- Subdivision 3 Shoreland Overlay and Floodplain Overlay Districts. Subdivisions 2 A, B, C and D above are prohibited in the Shoreland Overlay and Floodplain Overlay Districts.
- Subdivision 4 Setbacks. Cultivator, Manufacturer, and Wholesale Cannabis Businesses in the Agricultural District must be setback ¼ mile from the nearest residence as measured from the business building to the dwelling.
- Adjust numbering of:
    - Subdivision 5 Hours of Operation
    - Subdivision 6 Advertising

Section 2710 Standards

The following grammatical corrections needed:

- Subdivision 2C – "Article" should be capitalized
- Subdivision 3A1)e – the slash at the end should be removed.
- Subdivision 3C1)g – add "Security" before "in accordance"

Section 2711 Temporary Cannabis Events

Kayla commented that if the restrictions on consumption are in the definition, then it does not need to be added to this section. Subdivision 1C5)j prohibits consumption at these events.

Section 2712 Lower Potency Hemp Edibles
Jenna Stephenson, Southwest Health & Human Services, pointed out that Lower Potency Hemp Edibles are not necessarily CBD, but must be manufactured from hemp plants with less than three percent of THC or under .5 mg per serving. They include your mild sleep aids and edibles or creams for pain management. By law, it is required to keep them in a locked cabinet.

Section 2713 Prohibited Acts by Underaged Persons
Annette questioned why this section is needed and just talks about a petty misdemeanor. Kayla explained that the sheriff can enforce statutes; he can issue a citation for any violation of the statute that is a petty misdemeanor, or misdemeanor. But, if the county wants to charge someone with an ordinance violation, this language must be included in the ordinance, so it can be charged as a Murray County Ordinance violation which is still a petty misdemeanor and still goes through the same process under state statute. Anything else prohibited by state statutes is still prohibited and can be enforced by the sheriff under statutes.

Section 2714 Use in Public Places
Jean said this is the County's Cannabis Use Ordinance, which is already in place and was adopted.

Based on public testimony and Planning Commission discussion, Ron Holinka made a motion to recommend approval and adoption of Article 27 Cannabis Regulations to the Murray County Board of Commissioners, with the proposed changes as discussed. Seconded by Annette Fiedler. Motion carried.

The Article 27 Cannabis Regulations Ordinance recommendation will be presented to the County Commissioners at their meeting on Tuesday, December 17, 2024.

Chairman Vickerman continued with the Planning Commission Meeting at 9:26 pm.

Respectfully submitted,

Connie Wieneke
Murray County Environmental Services

ARTICLE 27 CANNABIS REGULATIONS

This Article of the Murray County Zoning Ordinance shall be known as the Murray County Cannabis Regulations.

SECTION 2701. INTENT AND PURPOSE

1. This Article is intended to regulate cannabis uses on those premises, enterprises, establishments, businesses or places regarding the time, place, and manner of the operation of a cannabis business or hemp business.

2. The purpose of this Article is to implement the provisions of Minnesota Statutes, Chapter 342, which authorizes Murray County to protect the public health, safety, and general welfare of the citizens of Murray County by regulating cannabis businesses within the legal boundaries of Murray County.

3. Murray County finds and concludes that the proposed provisions are appropriate and lawful land use regulations for Murray County, that the proposed amendments will promote the community's interest in reasonable stability in zoning for now and in the future, and that the proposed provisions are in the public interest and for the public good.

4. The standards in this Article reflect the prevailing community standards in the County.

5. It is further the intent of this Article to:
   A. Protect public health, safety, and general welfare.
   B. Protect and preserve economically viable agricultural land.
   C. Promote orderly development of the residential, commercial, industrial, recreational, and public areas.
   D. Conserve the natural and scenic beauty and attractiveness of the County.
   E. Conserve and develop natural resources in the County.
   F. Provide for the compatibility of different land uses and the most appropriate use of land throughout the County.
   G. Minimize environmental pollution.

SECTION 2702. AUTHORITY AND JURISDICTION

1. Murray County has the authority to adopt this Article pursuant to:
   A. Minnesota Statutes, Chapter 342.13, regarding the authority of a local unit of government to adopt reasonable restrictions of the time, place, and manner of the operation of a cannabis business provided that such restrictions do not prohibit the establishment or operation of cannabis businesses.
   B. Minnesota Statutes 342.22, regarding the local registration and enforcement requirements of state-licensed cannabis retail businesses and lower-potency hemp edible retail businesses.
   C. Minnesota Statutes 152.0263, Subd. 5, regarding the use of cannabis in public places.

DRAFT 12-05-2024

D. Minnesota Statutes 462.357 and 394, regarding the authority of a local authority to adopt zoning ordinances.

2. This Article shall be applicable to the legal boundaries of Murray County.
   A. See Appendix – Article 27 for ~~T~~the listing of ~~following~~ Murray County Cities and Townships have delegated cannabis retail registration authority to Murray County.~~:~~
      ~~1)~~
   B. This Article shall also be applicable to the legal boundaries of ~~the following~~ Murray County Cities and Townships, as listed in Appendix – Article 27, that have deferred all zoning authority for Cannabis Regulations to Murray County.~~:~~
      ~~1)~~

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SECTION 2703. SEVERABILITY

If any section, clause, provision, or portion of this Article is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby.

SECTION 2704. ENFORCEMENT

1. The Murray County Environmental Services Office is responsible for the administration and enforcement of this Article.

2. The Murray County Auditor is responsible for the registration of cannabis retail businesses and the licensing of Temporary Cannabis Events in unincorporated areas or in any city which has delegated registration of cannabis businesses and temporary cannabis events to Murray County.

3. The Murray County Sheriff shall be responsible for compliance checks of those holding Cannabis Retail Business registrations, pursuant to this Article.

4. Any violation of the provisions of this Ordinance or failure to comply with any of its requirements constitutes a misdemeanor and is punishable as defined by law. Violations of this Ordinance can occur regardless of whether or not a permit is required for a regulated activity listed in this Ordinance.

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SECTION 2705. DEFINITIONS

Unless otherwise noted in this Section, words and phrases contained in Minnesota Statutes, Chapter 342.01, or successor statutes, and the rules promulgated pursuant to any of these acts, shall have the same meanings in this Ordinance.

1. Cannabis Cultivation. A cannabis business licensed to grow cannabis plants within the approved amount of space from seed or immature plant to mature plant, harvest cannabis flower from mature plant, package and label immature plants and seedlings and cannabis flower for sale to other cannabis businesses, transport cannabis flower to a cannabis manufacturer located on the same premises, and perform other actions approved by the Office of Cannabis Management.

2. Cannabis Retail Businesses. A retail location and the retail location(s) of a mezzobusinesses with a retail operations endorsement, microbusinesses with a retail operations endorsement, medical combination businesses operating a retail location, and lower-potency hemp edible retailers.

3. Cannabis Retailer. Any person, partnership, firm, corporation, or association, foreign or domestic, selling cannabis product to a consumer and not for the purpose of resale in any form.

4. Daycare. A location licensed with the Minnesota Department of Human Services to provide the care of a child in a residence outside the child's own home, or in a licensed daycare facility, for gain or otherwise, on a regular basis, for any part of a 24-hour day.

5. Lower-potency Hemp Edible. As defined under Minnesota Statutes 342.01 Subd. 50.

6. Office of Cannabis Management. Minnesota Office of Cannabis Management, referred to as "OCM" in this Ordinance.

7. Place of Public Accommodation. A business, accommodation, refreshment, entertainment, recreation, or transportation facility of any kind, whether licensed or not, whose goods, services, facilities, privileges, advantages or accommodations are extended, offered, sold, or otherwise made available to the public.

8. Preliminary License Approval. OCM pre-approval for a cannabis business license for applicants who qualify under Minnesota Statutes 342.17.

9. Public Place. A public park or trail, public street or sidewalk; any enclosed, indoor area used by the general public, including, but not limited to, restaurants; bars; any other food or liquor establishment; hospitals; nursing homes; auditoriums; arenas; gyms; meeting rooms; common areas of rental apartment buildings, and other places of public accommodation.

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10. Residential Treatment Facility. As defined under Minnesota Statutes 245.462 Subd. 23.

11. Retail Registration. An approved registration issued by the Murray County Auditor to a state-licensed cannabis retail business.

12. School. A public school as defined under Minnesota Statutes 120A.05 or a nonpublic school that must meet the reporting requirements under Minnesota Statutes 120A.24.

13. State License. An approved license issued by the Office of Cannabis Management to a cannabis retail business.

14. Temporary Cannabis Event. A temporary cannabis event lasting no more than ~~four~~two days operating pursuant to Minnesota Statute 342.39 and this Article at which cannabis products, cannabis flower, lower-potency hemp edibles, and hemp-derived consumer products may be sold and for which the organizer has a cannabis event organizer license issued by the OCM and is compliant with Section 2711 of this Article.

15. Youth-Oriented Facility. Any facility with residents, customers, visitors, or inhabitants of which 25 percent or more are regularly under the age of 21 or that primarily sells, rents, or offers services or products that are consumed or used primarily by persons under the age of 21. A youth-oriented facility includes, but is not limited schools, playgrounds, recreation centers, athletic fields, public swimming pools, and public parks.

SECTION 2706. REGISTRATION OF CANNABIS BUSINESSES

1. No individual or entity may operate a state-licensed cannabis retail business within an unincorporated area in Murray County, or within any city which has delegated registration to Murray County, without first registering with the Murray County Auditor.

2. Any state-licensed cannabis retail business that sells to a customer or patient without valid retail registration shall incur a civil penalty of up to $2,000 for each violation per Minnesota Statute 342.22 subd. 5(e).

3. Notwithstanding the foregoing provisions, the state shall not issue a license to any cannabis business to operate in Indian country, as defined in United States Code, title 18, section 1151, of a Minnesota Tribal government without the consent of the Tribal government.

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SECTION 2707. COMPLIANCE CHECKS PRIOR TO RETAIL REGISTRATION

1. Prior to issuance of a cannabis retail business registration, Murray County shall conduct a preliminary compliance check to ensure compliance with local ordinances.

2. Pursuant to Minnesota Statutes 342, within 30 days of receiving a copy of a state license application from OCM, Murray County shall certify on a form provided by OCM whether a proposed cannabis retail business complies with local zoning ordinances and, if applicable, whether the proposed business complies with the state fire code and building code, including Minnesota Accessibility Code. If a jurisdiction that has delegated registration authority to Murray County receives a state license application from OCM, that jurisdiction shall immediately forward the application to the Murray County Auditor's Office.

SECTION 2708. REGISTRATION AND APPLICATION PROCEDURE

1. Fees.
   A. Murray County shall not charge an application fee.
   B. A registration fee, as established in Murray County's fee schedule, shall be charged to applicants depending on the type of retail business license applied for.
   C. An initial retail registration fee shall not exceed $500 or half the amount of an initial state license fee under Minnesota Statutes 342.11, whichever is less. The initial registration fee shall include the initial retail registration fee and the first annual renewal fee.
   D. Any renewal retail registration fee imposed by Murray County shall be charged at the time of the second renewal and each subsequent renewal thereafter.
   E. A renewal retail registration fee shall not exceed $1,000 or half the amount of a renewal state license fee under Minnesota Statutes 342.11, whichever is less.
   F. Registration fees are non-refundable.

2. Application Submittal.
   A. The Murray County Auditor shall issue a retail registration to a state-licensed cannabis retail business that adheres to the requirements of Minnesota Statutes 342.22.

      1) An applicant for a retail registration shall fill out an application form, as provided by the Murray County Auditor. Said form shall include, but is not limited to:
         a) Full name of the property owner and applicant;
         b) Address, email address, and telephone number of the property owner and the applicant;
         c) The address and parcel identification number (PIN) for the property which the retail registration is sought;
         d) Certification that the applicant complies with the requirements of local ordinances established pursuant to Minnesota Statutes 342.13.
         e) Certification, provided by Murray County Auditor, that ~~the applicant is current on~~ all property taxes and assessments at the location where the retail establishment is located are current.
         f) Any additional items as requested by Murray County.
      2) The applicant shall include with the form:
         a) The registration fee as required in Section 2708.1;

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b) A copy of a valid state license or written notice of OCM license preapproval;
c) Proof of identification which may be established only by one of the following:
    i. A copy of a valid driver's license or identification card issued by Minnesota, another state, or a province of Canada, and including the photograph and date of birth of the licensed person;
    ii. A valid military identification card issued by the United States Department of Defense;
    iii. A valid passport issued by the United States; or
    iv. In the case of a foreign national, by a valid passport.
d) If operator is a business entity, evidence of business registration with the Minnesota Secretary of State;
e) Evidence of adequate coverage by commercial liability insurance; which shall meet the following minimum limits of liability:
    i. $1.5 million each occurrence;
    ii. $3 million general aggregate, and
    iii. $3 million products and completed operations aggregate

3) Once an application is considered complete, the Murray County Auditor shall inform the applicant as such, process the registration fees, and forward the application to the Murray County Board of Commissioners for approval or denial.
4) The registration fee shall be non-refundable once processed.

3. Application Approval
   A. A state-licensed cannabis retail business application shall not be approved if the cannabis retail business would exceed the maximum number of registered cannabis retail businesses permitted under Section 2710.1B1.
   B. A state-licensed cannabis retail business application shall not be approved or renewed if the applicant is unable to meet the requirements of this article.
   C. A state-licensed cannabis retail business application that meets the requirements of this article shall be approved.

4. Annual Compliance Checks.
   A. The Murray County Sheriff shall complete at minimum one compliance check per calendar year of every cannabis business, including lower potency hemp retailers, to assess if the business meets age verification requirements, and operational requirements under Minnesota Statutes 342.22 Subd. 4(b) and Minnesota Statutes 342.24 and this article.
   B. The Murray County Sheriff shall conduct at minimum one unannounced age verification compliance check at least once per calendar year.
      1) Age verification compliance checks shall involve persons at least 17 years of age but under the age of 21 who, with the prior written consent of a parent or guardian if the person is under the age of 18, attempt to purchase adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, or hemp-derived consumer products under the direct supervision a law enforcement officer.
   C. Any failures under this section must be reported to the OCM.

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5. Location Change.
   A. A state-licensed cannabis retail business shall be required to submit a new application for registration under Section 2708.2 if it seeks to move to a new location still within the legal boundaries of Murray County.

6. Renewal of Registration
   A. The Murray County Auditor shall renew an annual registration of a state-licensed cannabis retail business at the same time OCM renews the cannabis retail business' license.
   B. A state-licensed cannabis retail business shall apply to renew registration on a form established by Murray County
   C. A cannabis retail registration issued under this article shall not be transferred.
   D. Renewal Fees.
      1) The Murray County Auditor ~~may~~shall charge a renewal fee for the registration starting at the second renewal, as established in Murray County's fee schedule.
   E. Renewal Application.
      1) The application for renewal of a retail registration shall include but is not limited to all items required under Section 2708.2.

7. Suspension and Penalties of Registration.
   A. When Suspension is Warranted. The Murray County Auditor may suspend a cannabis retail business's registration if it violates the ordinance of Murray County or poses an immediate threat to the health or safety of the public. The Murray County Auditor shall immediately notify the cannabis retail business in writing the grounds for the suspension.
   B. Notification to OCM. The Murray County Auditor shall immediately notify the OCM in writing the grounds for the suspension. OCM will provide Murray County and cannabis business retailer a response to the complaint within seven (7) calendar days and perform any necessary inspections within 30 calendar days.
   C. Length of Suspension. The suspension of a cannabis retail business registration may be for up to 30 calendar days or for the period OCM suspends the license, whichever is longer. The business may not make sales to customers while their registration is suspended.
   D. The Murray County Auditor may reinstate a registration if it determines that the violations have been resolved.
   E. Civil Penalties. Subject to Minnesota Statutes 342.22, Subd. 5e the Murray County Auditor shall impose a civil penalty, as specified in Murray County's fee schedule, for each registration violation, not to exceed the maximum penalty as set by Statute.

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SECTION 2709. REQUIREMENTS FOR CANNABIS BUSINESSES

1. Minimum Buffer Requirements
   A. Murray County shall prohibit the operation of a cannabis business within:
      1) 1,000 feet of a Public or Private School, as measured by the business building to the Public or Private School property line;
      2) 500 feet of a Licensed Daycare, as measured by the business building to the Licensed Daycare property line;
      3) 500 feet of a Residential Treatment Facility, as measured by the business building to the Residential Treatment Facility property line;
      4) 500 feet of an attraction within a Public Park that is regularly used by minors, including but not limited to a playground, public swimming pool, or athletic field, as measured by the business building to the attraction;
      5) 500 feet of a Dwelling Unit, as defined in Article 4, Section 402.74 of this ordinance, and as measured by the business building to the Dwelling Unit;
      ~~5)~~6) 1,000 feet of a public beach, as measured by the business building to the beach;
      ~~6)~~7) 1,000 feet of a Public Place of Worship, as measured by the business building to the Public Place of Worship property line;
      ~~7)~~8) 1,000 feet of a Private or Public Campground, as measured by the business building to the Campground property line;
      ~~8)~~9) 1,000 feet of a Public Library, as measured by the business building to the Public Library property line;
      ~~9)~~10) 1,000 feet of a Movie Theater or Drive-in Movie Theater, as measured by the business building to the Theater property line;
      ~~10)~~11) 1,000 feet of a Recreational Trail, including but not limited to: bicycle, motorcross, All-terrain vehicle (ATV), Utility Task Vehicle (UTV), snowmobile, hiking, horseback, etc., as measured by the business building to the specific trail;
      ~~11)~~12) 1,000 feet of another Cannabis Facility, as measured by the business building to the other Cannabis Facility property line;
      ~~12) 1,000 feet of a Dwelling Unit, as defined in Article 4, Section 402.74 of this ordinance, and as measured by the business building to the Dwelling Unit;~~
      13) 1,000 feet of a Youth-Oriented Facility, as measured by the business building to the Youth-Oriented Facility.
   B. Setbacks above do not apply to the applicant's own residence or a residence on the property where the cannabis business is located.

2. Zoning and Land Use
   A. Cultivation. Cannabis businesses licensed or endorsed for cultivation are permitted as an Interim Use Permit in the following zoning districts:
      1) Agricultural
         a) Minimum 2 acres of buildable area
         b) Maximum 5 acres of buildable area
      2) Commercial
      3) Industrial
   B. Cannabis Manufacturer. Cannabis businesses licensed or endorsed for cannabis manufacturing are permitted as an Interim Use Permit in the following zoning districts:
      1) Industrial

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2) Commercial
~~1)~~3) Agricultural

C. Hemp Manufacturer. Businesses licensed or endorsed for low-potency hemp edible manufacturing are permitted as an Interim Use Permit in the following zoning districts:
   1) Industrial

D. Wholesale. Cannabis businesses licensed or endorsed for wholesale are permitted as an Interim Use Permit in the following zoning districts:
   1) Commercial
   ~~1)~~2) Agricultural

E. Cannabis Retail. Cannabis businesses licensed or endorsed for cannabis retail are permitted as an Interim Use Permit in the following zoning districts:
   1) Commercial
   2) Industrial

F. Cannabis Transportation. Cannabis businesses licensed or endorsed for transportation are permitted as an Interim Use Permit in the following zoning districts:
   1) Agricultural
   2) Commercial
   3) Industrial

G. Cannabis Delivery. Cannabis businesses licensed or endorsed for delivery are permitted as an Interim Use Permit in the following zoning districts:
   1) Agricultural
   2) Commercial
   3) Industrial

3. Shoreland Overlay and Floodplain Overlay Districts. Subdivision 2 A thru D above are prohibited in the Shoreland Overlay and Floodplain Overlay Districts.

4. Setbacks. Cultivator, Manufacturer, and Wholesale Cannabis Businesses in the Agricultural District must be setback ¼ mile from the nearest residence as measured from the business building to the dwelling.

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~~3.~~5. Hours of Operation. Cannabis businesses are limited to retail sale of cannabis, cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products between the hours of 10 a.m. and 9 p.m., seven days a week.

~~4.~~6. Advertising.

A. Cannabis businesses are permitted to erect up to two (2) fixed signs on the exterior of the building or property of the business, unless otherwise limited by Article 20 – Sign Regulations of this Ordinance.

B. Portable signs, temporary signs, backlit signs, and freestanding signs are prohibited.

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SECTION 2710. STANDARDS

1. General Standards.
   A. Home Occupation. Cannabis businesses are prohibited as a Home Occupation in any zoning district.
   B. Limiting of Registrations.
      1) The Murray County Auditor shall limit the number of cannabis retail businesses to no more than one (1) per 12,500 residents within Murray County. A retail establishment must be registered with Murray County prior to operation.
   C. Nuisance. The use must not establish a nuisance in the form of noise, vibration, glare, fumes, odor, lighting, or electrical interference detectable off premise.
   D. Required Signage
      1) The license of the cannabinoid product sales establishment shall be displayed in an open and conspicuous place on the premises and shown to law enforcement officers upon request.

      2) All retail cannabinoid product sales establishments shall post a statement that operating a motor vehicle under the influence of intoxicating cannabinoids is illegal. The notice shall be at least 8 ½ inch by 11 inches in size and displayed in an open and conspicuous place on the premises.
      3) All retail establishments shall post a notice prohibiting the entering of the store by persons under 21 years of age which notice shall be in plain view of the general public on the licensed public on the licensed premises. The notice shall be at least 8 ½ inch by 11 inches in size and displayed in an open and conspicuous place on the premises.

2. Prohibited Acts
   A. Samples. No person shall distribute samples of any licensed product free of charge or at a nominal cost. The distribution of cannabinoid products as a free donation is prohibited.
   B. Movable Place of Business. No license shall be issued to a moveable place of business. Only fixed location businesses shall be eligible to be licensed under this article.
   C. Minimum Clerk Age. Individuals employed by a licensed retail establishment under this ~~a~~Article must be at least 21 years of age to sell licensed products.
   D. Self-Check Out. No sales of cannabinoid products of cannabinoid-related devices may be completed through self-checkout. A licensee or licensee's clerk must process each transaction at a point of sale.
   E. Vending Machines. No sales of cannabinoid products or cannabinoid-related devices may be completed via a vending machine. A licensee or licensee's clerk must process each transaction at a point of sale.
   F. Original Packaging. No person shall sell or offer to sell any licensed product that is not in the original packaging with labeling in compliance with labeling requirements.

3. Performance Standards.
   A. Cultivation. A cultivation operation is subject to the following performance standards:
      1) Cultivation and Operations Plan. A business licensed or authorized to cultivate cannabis must prepare, maintain, and execute an operating plan and a cultivation plan, which must include, but is not limited to:

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a) Site Plan. Detailing size and layout of the facility, including size and layout of the cultivation facility.
b) Security. Provisions for fencing, lighting, personnel, and video monitoring.
c) Plans for wastewater, waste disposal; utilities including water and electricity, water usage and recycling.
d) Solid Waste. A plan to destroy all cannabis plant material and cannabis byproduct to render it unusable. Waste material must be stored in a secure location.
e) A pest management protocol that incorporates integrated pest management principles to control or prevent the introduction of pests to the cultivation site.~~.~~

B. Manufacturer and Wholesaler. Manufacturers and Wholesalers are subject to the following performance standards:
1) Facility and Operations Plan. A business licensed or authorized to manufacture and/or wholesale cannabis and cannabis related products must prepare, maintain, and execute a facility and operations plan, which must include but is not limited to:
a) Site Plan. Detailing size and layout of the facility, including size and layout of the manufacturing facility.
b) Security. Provisions for fencing, lighting, personnel and video monitoring.
c) Plans for wastewater, waste disposal; utilities including water and electricity, water usage and recycling.
d) Wastewater. In accordance with Minnesota Statutes 342.28, Subd. 3.
e) Ventilation and Filtration. In accordance with Minnesota Statutes 342.24 Subd. 4.
f) Solid Waste. A plan to destroy all cannabis plant material and cannabis byproduct to render it unusable. Waste material must be stored in a secure location.

C. Retail. The retail sale of cannabis and related cannabis products is subject to the following performance standards:
1) Business and Operations Plan. A retail business licensed or authorized to sell cannabis and cannabis related products must prepare, maintain, and execute a business plan, which must include but is not limited to:
a) Hours of Operation. 10:00 a.m. to 9:00 p.m., seven (7) days a week.
b) Site Plan. Detailing size and layout of the facility, including size and layout of the retail facility.
c) Ventilation and Filtration. In accordance with Minnesota Statutes 342.24 Subd. 4.
d) Building Conditions: In accordance with Minnesota Statutes 342.27 Subd. 8.
e) Proof of Compliance with Minnesota Accessibility Code.
f) Emergency Response Plan.
g) Security ~~I~~in accordance with Minnesota Statutes 342.27 Subd. 9.
h) Lighting. In accordance with Minnesota Statutes 342.27 Subd. 10.
i) Deliveries. In accordance with Minnesota Statutes 342.27 Subd. 11.
j) Wastewater. Cannabis Mezzobusinesses must comply with Minnesota Statutes 342.28 Subd. 3.
k) Solid Waste. A plan to destroy all cannabis plant material and cannabis byproduct to render it unusable. Waste material must be stored in a secure location.

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SECTION 2711. TEMPORARY CANNABIS EVENTS

1. License Required for Temporary Cannabis Events
   A. License Required. A license is required to be issued and approved by the Murray County Board of Commissioners prior to holding a Temporary Cannabis Event.
   B. Registration and Application Procedure.
      1) A license fee, as established in Murray County's fee schedule, shall be charged to applicants for Temporary Cannabis Events.
   C. Application Submittal and Review. The Murray County Auditor shall require an application for Temporary Cannabis Events.
      1) An applicant for a Temporary Cannabis Event shall fill out an application form, as provided by the Murray County Auditor's Office, no less than one hundred twenty (120) days from the event's first day. Said form shall include, but is not limited to:
         a) Full name of the property owner and the applicant;
         b) Address, email address, and telephone number of the property owner and the applicant;
         c) Detailed plans for the event including but not limited to: duration, hours, number of expected attendees, plans for emergency operations, shelter in case of weather, plans for security, plans for verifying minors are not allowed to attend event, and proof of liability insurance and workers compensation insurance.
         d) Any additional items as requested by the Murray County Auditor's Office.
      2) The applicant shall include the following with the form, and submit it to the Murray County Auditor's Office:
         a) The license fee as required in Section 2711.1B;
         b) A complete copy of the OCM cannabis event license application, submitted pursuant to Minnesota Statutes 342.39 Subd. 2.
      3) Application Review.
         a) If the Murray County Auditor determines that a submitted application is incomplete, they shall return the application to the applicant with the written notice of deficiencies.
         b) Once an application is considered complete, the Murray County Auditor shall inform the applicant as such, process the application fee, and forward the application to the Murray County Board of Commissioners for approval or denial.
      4) The application fee shall be non-refundable once processed.
      5) The application for a license for a Temporary Cannabis Event shall meet the following standards:
         a) A Temporary Cannabis Event may last no more than two (2) days;
         b) No more than two (2) Temporary Cannabis Events per calendar year, per applicant;
         c) Temporary Cannabis Event Attendees must all be at least 21 years of age.
         d) The sale of cannabis products shall be performed by a cannabis retailer or cannabis microbusiness that possesses both a valid Murray County Registration and a valid Minnesota State Cannabis License.
         e) Temporary Cannabis Event locations must meet the Minimum Buffer Requirements in Section 2709 of this Article.
         f) Temporary Cannabis Events shall only be held between the hours of 10:00 a.m. and 9:00 p.m.

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g) Security shall be present at all Temporary Cannabis Events for the duration of the event.
h) Consumption of alcohol or tobacco shall not be allowed at the Temporary Cannabis Event.
i) Temporary Cannabis Events are prohibited in residential districts.
j) On-site consumption of cannabis during a temporary cannabis event which occurs at a place of public accommodation is prohibited.
k) Murray County shall not register any temporary cannabis event which seeks to host a temporary cannabis event on any property owned or operated by Murray County or by any city or township which has delegated registration of cannabis businesses and temporary cannabis events to Murray County. This prohibition includes: any park, trail, public street, county highway, or any public sidewalk, or any building owned or operated by Murray County or any of its subdivisions.

6) A request for a Temporary Cannabis Event that meets the requirements of this Section shall be approved.
7) A request for a Temporary Cannabis Event that does not meet the requirements of this Section shall be denied. The Murray County Auditor shall notify the applicant of the standards not met and basis for denial in writing.

SECTION 2712. LOWER-POTENCY HEMP EDIBLES

1. Sale of Low-Potency Hemp Edibles. The sale of Low-Potency Edibles is permitted, subject to the conditions within this Section.

2. Zoning Districts. Low-Potency Edibles businesses are permitted in the same zoning districts indicated for Retail Cannabis Businesses and permitted only by Interim Use Permit in the same zoning districts requiring those permits for retail cannabis businesses.

3. Additional Standards.
   A. Sales within a Municipal Liquor Store. The sale of Low-Potency Hemp Edibles is permitted in a Municipal Liquor Store.
   B. Age Requirements. The sale of Low-Potency Hemp Edibles is permitted only in places that admit persons 21 years of age or older.
   C. Beverages. The sale of Low-Potency Hemp Beverages is permitted in places that meet requirements of this Section.
   D. Storage of Product.
      1) Low-Potency Edibles meant to be eaten must be stored in a locked case or behind a checkout counter where the public is not permitted, and at least one foot separated from conventional candy and gum which can be sold to children.
      2) Lower-Potency Hemp Beverages must be stored in a location or using a method which provides increased theft prevention compared to non-hemp derived products (for example: top-shelved, continuously surveilled by technology or staff, behind the counter and/or locked); and in a location labeled clearly as containing products only for purchase/consumption by persons 21 and over.

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E. Advertising of Product.
   1) Indoor advertising for Low-Potency Hemp derived edible products and beverages shall be limited to spaces above three (3) feet in height.
   2) Outdoor advertising for Low-Potency Hemp derived edible products and beverages is limited to two (2) fixed signs on the exterior of the building or property of the business, unless otherwise limited by this Ordinance.

SECTION 2713. PROHIBITED ACTS BY UNDERAGED PERSONS

1. It shall be a petty misdemeanor for a person under the age of 21 to use, possess, or transport:
   A. Two (2) ounces or less of cannabis flower;
   B. Eight (8) grams or less of cannabis concentrate; or
   C. Edible Cannabis products, Lower-Potency Hemp Edibles, or Hemp-Derived Consumer products.

2. It shall be a petty misdemeanor for any person to use any form of false identification to purchase or attempt to purchase cannabis or Low-Potency Hemp derived products, whether the identification is that of another person or has been modified or tampered with to falsely represent an age older than the actual age of the person using that identification.

3. A person who commits a violation of Section 2713.1 or 2713.2 of this Article who has been found to have committed a violation of Section 2713 of this Article on two (2) or more prior occasions is guilty of a misdemeanor.

SECTION 2714. USE IN PUBLIC PLACES

1. No person shall use cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public place or a place of public accommodation, per Murray County Ordinance #2023-01.

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SECTION 2715. DATE OF EFFECT

This Article 27 Cannabis Regulations of the Murray County Zoning Ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed and Approved the _____ day of _____ 2024.

_____
Jackie Meier, Chair
Murray County Board of Commissioners

ATTEST:

_____
Carolyn McDonald
Murray County Administrator

Recommended by: The Murray County Planning Commission
Date: _____, 2024

_____
Kevin Vickerman, Chair
Murray County Planning Commission

ATTEST:

_____
Jean Christoffels
Murray County Zoning/Environmental Administrator

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APPENDIX – ARTICLE 27

Section 2702.2A The following Murray County Cities and Townships have delegated cannabis retail registration authority to Murray County:

1) Cities
   a) Avoca
   b) Fulda
   c) Lake Wilson

2) Townships
   a) Belfast
   b) Chanarambie
   c) Des Moines
   d) Dovray
   e) Fenton
   f) Lime Lake
   g) Moulton
   h) Murray

Section 2702.2B This Article shall also be applicable to the legal boundaries of the following Murray County Cities and townships that have deferred all zoning authority for Cannabis Regulations to Murray County:

1) Cities
   i) Avoca
   j) Fulda
   k) Lake Wilson

2) Townships
   l) Belfast
   m) Chanarambie
   n) Des Moines
   o) Dovray
   p) Fenton
   q) Lime Lake
   r) Moulton
   s) Murray

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MURRAY COUNTY

REQUEST TO BE ON THE BOARD AGENDA (RBA)

Requested Board Date: 12/17/2024	**Item:** Set Final 2025 Levy
Originating Department: Administration	**Presenter:** Carolyn McDonald, Heidi Winter
Requested Agenda Placement: Regular Agenda	**Amount of Time Needed:** 15 minutes
If requesting to expend funds, is the expenditure budgeted?	**Attending Meeting:** In Person

Counties must certify the final levy on or before five working days after December 20th of each year. M.S. §275.07

Board Action Requested
Commissioner ____ presented the following resolution and moved for its adoption:

Resolution to set the 2025 Final Levy.

Resolution 2024-12-17-___

A Resolution Setting the 2025 Final Levy

NOW THEREFORE BE IT RESOLVED, that the Murray County Board of Commissioners set the 2023 Final Levy with a 3% increase as follows:

	Gross Levy for 2025	County Program Aid for 2025	Net Levy for 2025
General Revenue	6,252,221	(452,532)	5,799,689
Road & Bridge	2,098,185	(151,865)	1,946,320
Human Services	1,644,062	(118,996)	1,525,066
Total	9,994,468	(723,393)	9,271,075

Supporting Documents
1. 2025 Levy Worksheet-after 12-3-2024 mtg

Murray County, MN
2025 Final Levy Worksheet

	2024		A	2025		B	C
	Gross Levy from 2024	**County Program Aid for 2024**	**Net Levy from 2024**	**Gross Levy for 2025**	**County Program Aid for 2025**	**Net Levy for 2025**	**Net Increase (Decrease) for 2025**
County Revenue	6,380,910	(474,656)	5,906,254	6,252,221	(452,532)	5,799,689	(106,565)
Road & Bridge	1,768,678	(131,566)	1,637,112	2,098,185	(151,865)	1,946,320	309,208
Human Services	1,575,216	(117,175)	1,458,041	1,644,062	(118,996)	1,525,066	67,025
TOTAL LEVY	**9,724,804**	**(723,397)**	**9,001,407**	**9,994,468**	**(723,393)**	**9,271,075**	**269,668**

			Column Above
	2025 Proposed Levy	$ 9,271,075	B
-	2024 Final NTC Levy	$ 9,001,407	A
=	Increase from prior year	$ 269,668	C
÷	2024 Final NTC Levy	$ 9,001,407	A
=	Increase of	3.00%	

Final

MURRAY COUNTY

REQUEST TO BE ON THE BOARD AGENDA (RBA)

Requested Board Date: 12/17/2024	**Item:** Set 2025 Final Budget
Originating Department: Administration	**Presenter:** Carolyn McDonald, Heidi Winter
Requested Agenda Placement: Regular Agenda	**Amount of Time Needed:** 15 minutes
If requesting to expend funds, is the expenditure budgeted?	**Attending Meeting:** In Person

The County Board held the 2025 budget hearing on November 26, 2024 at 6:00 p.m. (M.S.§ 275.065, subd 3(c). The final budget of the county needs to be adopted prior to December 31 of each year. Upon adoption budget must be published in newspaper of record M.S. § 375.169.

Board Action Requested
Commissioner ___ presented the following resolution and moved for its adoption:

RESOLUTION 2024-12-17-_____
A Resolution Setting the 2025 Budget

NOW THEREFORE BE IT RESOLVED that the Murray County Board of Commissioners set the Final 2025 Budget with fund totals as follows and based on a Budget Document kept on file in the Murray County Auditor-Treasurer's Office.

Approved Budget Summary by fund totals will be inserted here.
See supporting documentation for budget amounts for consideration

The foregoing resolution was duly seconded by Commissioner ____ and thereupon being put to a vote all members voted for its adoption.

Supporting Documents
1. 2025 Budget Approval Summary for Minutes
2. 2025 Budgetary Approval Report-after 12-3-24 mtg

Murray County, Minnesota

2025 Final Budget
Prepared for 12-17-2024 Commissioner Meeting

2025 Budgeted Governmental Funds	Revenue	R&Br	Human Services	Economic Development	Debt Service	Ditch	Totals
Revenues							
Taxes	6,525,089	2,059,120	1,525,066				10,109,275
Special Assessments	322,500						322,500
License and Permits	47,888	5,000					52,888
Intergovernmental	2,187,681	11,181,125	118,996				13,487,802
Charges for Services	444,850	15,000					459,850
Investment Earnings	1,002,000			16,214			1,018,214
Gifts and Contributions	2,000						2,000
Miscellaneous	241,370	69,600		122,644			433,614
Other Sources							0
Total Revenues	**10,773,378**	**13,329,845**	**1,644,062**	**138,858**	**0**	**0**	**25,886,143**
Expenditures							
General Government	4,455,470						4,455,470
Public Safety	3,216,436						3,216,436
Highways and Streets		13,329,945					13,329,945
Human Services	20,000		1,644,062				1,664,062
Sanitation	314,677						314,677
Health							0
Culture and Recreation	795,480						795,480
Conservation of Natural Resources	1,205,597						1,205,597
Economic Development	2,445			279,340			281,785
General Obligation Debt Services							0
Intergovernmental (Public Health & Library)	195,280						195,280
Capital Outlay	13,500						13,500
General Debt Service Charges					2,500		2,500
Total Expenditures	**10,218,885**	**13,329,945**	**1,644,062**	**279,340**	**2,500**	**0**	**25,474,732**
Excess of Revenues Over (Under) Expenditures	**554,493**	**(100)**	**0**	**(140,482)**	**(2,500)**	**0**	**411,411**
Other Sources (Uses)							
Transfers In	55,000			79,343			**134,343**
Transfers Out	(891,843)						**(891,843)**
Loans Issued							**0**
Decrease Reserve for Inventories							**0**
Sale of Capital Asset		100					**100**
Total Other Sources (Uses)	**(836,843)**	**100**	**0**	**79,343**	**0**	**0**	**(757,400)**
Planned Changes to Fund Balance	**(282,350)**	**0**	**0**	**(61,139)**	**(2,500)**	**0**	**(345,989)**

**** Murray County ****

BUDGETARY APPROVAL REPORT

Budget: BUDGET FOR YEAR 2025 ORIGINAL

FUND Range From 1 Thru 55
X Include/eXclude 51, 52, 21

BUDGETARY APPROVAL REPORT
1 - GENERAL

		BUDGETED AMOUNTS
REVENUE		
Taxes	$	6,525,089
Special Assessments		322,500
Licenses And Permits		47,888
Intergovernmental		2,187,681
Charges For Services		444,850
Investment Earnings		1,002,000
Gifts And Contributions		2,000
Miscellaneous		241,370
TOTAL REVENUE	$	10,773,378
EXPENDITURE		
General Government		
COMMISSIONERS	$	311,786
COMMUNITY RELATIONS/WEB PAGE DEVELOPMEN		1,436
COURTS		22,100
AUDITOR/TREASURER		433,386
ACCOUNTING AND AUDITING		50,000
DATA PROCESSING & COMPUTER NETWORKING		566,811
MACHINES ROOM		68,700
ELECTIONS		14,645
MOTOR POOL		35,325
COUNTY ADMINISTRATOR		420,966
ATTORNEY		341,780
RECORDER		252,524
ASSESSOR		432,155
PLANNING AND ZONING		246,195
BUILDINGS AND PLANT		991,784
VETERANS SERVICE OFFICER		44,173
LICENSE CENTER		169,318
OTHER GENERAL GOVERNMENT		52,386
Total General Government	$	4,455,470
Public Safety		
SHERIFF	$	2,131,133
BOAT & WATER SAFETY		25,850
JAIL SERVICES		128,385
DISPATCHERS		491,707
SHERIFF - PERMITS TO CARRY		300

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BUDGETARY APPROVAL REPORT
1 - GENERAL

	BUDGETED AMOUNTS
CORONER	70,399
PROBATION	75,000
EMERGENCY MANAGEMENT	148,062
E-911 SYSTEM	125,100
OTHER PUBLIC SAFETY	20,500
Total Public Safety	$ 3,216,436
Sanitation	
SOLID WASTE	$ 103,484
SAWS-OPERATIONS	1,200
RECYCLING	209,993
Total Sanitation	$ 314,677
Human Services	
NON-CRIMINAL MENTAL HEALTH TRANSPORTS	$ 20,000
Total Human Services	$ 20,000
Culture And Recreation	
HISTORICAL SOCIETY	$ 297,083
SENIOR CITIZENS - ACE	18,240
OTHER CULTURE & RECREATION	7,322
TRANSPORTATION	14,980
PARKS	425,216
MINNESOTA TRAILS	32,639
Total Culture And Recreation	$ 795,480
Conservation Of Natural Resources	
EXTENSION	$ 295,825
SOIL AND WATER CONSERVATION	205,057
AGRICULTURAL INSPECTION	106,141
RCRCA	4,320
ENVIRON & LAND USE ADV TASK FORCE	50
FLOOD CONTR0L	3,014
AGRICULTURAL SOCIETY	43,650
BUFFER STRIP/RIPARIAN PROTECTION	22,000
AQUATIC INVASIVE SPECIES PREVENTION	160,514
WATER PLANNING	111,026
WATER QUALITY LOAN PROGRAM	250,000
OTHER CONSERVATION	4,000
Total Conservation Of Natural Resources	$ 1,205,597
Economic Development	
OTHER ECONOMIC DEVELOPMENT	$ 2,445

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BUDGETARY APPROVAL REPORT
1 - GENERAL

	BUDGETED AMOUNTS
Total Economic Development	$ 2,445
Intergovernmental	
COMMUNITY HEALTH	$ 124,730
REGIONAL LIBRARY	70,550
Total Intergovernmental	$ 195,280
Capital Outlay	
BUILDINGS AND PLANT	$ 13,500
Total Capital Outlay	$ 13,500
TOTAL EXPENDITURE	$ 10,218,885
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	$ 554,493
OTHER SOURCES(USES)	
Transfers In	$ 55,000
Transfers Out	(891,843)
TOTAL OTHER SOURCES(USES)	$ (836,843)
PLANNED CHANGES TO FUND BALANCE	$ (282,350)

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BUDGETARY APPROVAL REPORT
10 - ROAD AND BRIDGE

	BUDGETED AMOUNTS
REVENUE	
Taxes	$ 2,059,120
Licenses And Permits	5,000
Intergovernmental	11,181,125
Charges For Services	15,000
Miscellaneous	69,600
TOTAL REVENUE	$ 13,329,845
EXPENDITURE	
Highway And Streets	
HIGHWAY ADMINISTRATION	$ 405,516
HIGHWAY MAINTENANCE	2,621,273
HIGHWAY ENGINEERING	285,810
HIGHWAY CONSTRUCTION	7,753,500
HIGHWAY MAINTENANCE-SHOP & BLDG	973,203
Total Highway And Streets	$ 12,039,302
Intergovernmental	
HIGHWAY CONSTRUCTION	$ 608,000
Total Intergovernmental	$ 608,000
Principal	
HIGHWAY CONSTRUCTION	$ 460,000
Total Principal	$ 460,000
Interest	
HIGHWAY CONSTRUCTION	$ 222,143
Total Interest	$ 222,143
Administrative Charges	
HIGHWAY CONSTRUCTION	$ 500
Total Administrative Charges	$ 500
TOTAL EXPENDITURE	$ 13,329,945
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	$ (100)
OTHER SOURCES(USES)	
Sale of Capital Assets	$ 100

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BUDGETARY APPROVAL REPORT
10 - ROAD AND BRIDGE

	BUDGETED AMOUNTS
TOTAL OTHER SOURCES(USES)	$ 100
PLANNED CHANGES TO FUND BALANCE	$

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BUDGETARY APPROVAL REPORT
17 - HUMAN SERVICES

	BUDGETED AMOUNTS
REVENUE	
Taxes	$ 1,525,066
Intergovernmental	118,996
TOTAL REVENUE	$ 1,644,062
EXPENDITURE	
Intergovernmental	
HUMAN SERVICES	$ 1,644,062
Total Intergovernmental	$ 1,644,062
TOTAL EXPENDITURE	$ 1,644,062
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	$
PLANNED CHANGES TO FUND BALANCE	$

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BUDGETARY APPROVAL REPORT
18 - EDA

	BUDGETED AMOUNTS
REVENUE	
Investment Earnings	$ 16,214
Miscellaneous	122,644
TOTAL REVENUE	$ 138,858
EXPENDITURE	
Economic Development	
EDA - LOANS	$ 150,000
EDA - OPERATIONS	79,340
EDA - MIF EXCEPTION PROJECTS	50,000
Total Economic Development	$ 279,340
TOTAL EXPENDITURE	$ 279,340
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	$ (140,482)
OTHER SOURCES(USES)	
Transfers In	$ 79,343
TOTAL OTHER SOURCES(USES)	$ 79,343
PLANNED CHANGES TO FUND BALANCE	$ (61,139)

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BUDGETARY APPROVAL REPORT
28 - DEBT SERVICE

	BUDGETED AMOUNTS
EXPENDITURE	
Administrative Charges	
GENERAL OBLIGATION BONDS	$ 2,500
Total Administrative Charges	$ 2,500
TOTAL EXPENDITURE	$ 2,500
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	$ (2,500)
PLANNED CHANGES TO FUND BALANCE	$ (2,500)

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MURRAY COUNTY

REQUEST TO BE ON THE BOARD AGENDA (RBA)

Requested Board Date: 12/17/2024	**Item:** County Auditor/Treasurer Heidi Winter
Originating Department: Auditor/Treasurer	**Presenter:** Heidi Winter
Requested Agenda Placement: Regular Agenda	**Amount of Time Needed:**
If requesting to expend funds, is the expenditure budgeted?	**Attending Meeting:** In Person

Auditor/Treasurer Heidi Winter gave a year-end review for the County Auditor Treasurer Office.

Board Action Requested

Supporting Documents
None

MURRAY COUNTY

REQUEST TO BE ON THE BOARD AGENDA (RBA)

Requested Board Date: 12/17/2024	**Item:** Setting the 2025 County Auditor/Treasurer Salary
Originating Department: Auditor/Treasurer	**Presenter:**
Requested Agenda Placement: Regular Agenda	**Amount of Time Needed:**
If requesting to expend funds, is the expenditure budgeted?	**Attending Meeting:** In Person

Current annual salary for Auditor Treasurer is $103,633.90 which was a 5% increase from her 2023 salary.

Board Action Requested
Commissioner _____, presented the following resolution and moved for its adoption.

RESOLUTION NO. 2024-12-17-
2025 County Auditor/Treasurer Salary

NOW THEREFORE BE IT RESOLVED, that the 2025 annual salary for the County Auditor/Treasurer pursuant to M.S. § 384.151/385.373 is $_____ an increase of _____% from 2024.

The foregoing resolution was duly seconded by _____, and thereupon being put to a vote all members voted for its adoption.

Supporting Documents
None

MURRAY COUNTY

REQUEST TO BE ON THE BOARD AGENDA (RBA)

Requested Board Date: 12/17/2024	**Item:** County Recorder Karen Brown
Originating Department: Recorder	**Presenter:**
Requested Agenda Placement: Regular Agenda	**Amount of Time Needed:**
If requesting to expend funds, is the expenditure budgeted?	**Attending Meeting:** In Person

County Recorder Karen Brown gave a year-end review for the County Recorder Office.

Board Action Requested

Supporting Documents
None

MURRAY COUNTY

REQUEST TO BE ON THE BOARD AGENDA (RBA)

Requested Board Date: 12/17/2024	**Item:** Setting the 2025 County Recorder Salary
Originating Department: Administration	**Presenter:**
Requested Agenda Placement: Regular Agenda	**Amount of Time Needed:** 5 Minutes
If requesting to expend funds, is the expenditure budgeted?	**Attending Meeting:** In Person

Current annual salary for Murray County Recorder is $75,603.94.

Board Action Requested
Commissioner _____, presented the following resolution and moved for its adoption.

RESOLUTION NO. 2024-12-17-
2025 County Recorder Salary

NOW THEREFORE BE IT RESOLVED, that the 2025 annual salary for the County Recorder pursuant to M.S. § 386.015 is $_____ an increase of _____% from 2024.

The foregoing resolution was duly seconded by Commissioner _____, and thereupon being put to a vote all members voted for its adoption.

Supporting Documents
None

MURRAY COUNTY

REQUEST TO BE ON THE BOARD AGENDA (RBA)

Requested Board Date: 12/17/2024	**Item:** County Sheriff Heath Landsman
Originating Department: Sheriff	**Presenter:** Heath Landsman
Requested Agenda Placement: Regular Agenda	**Amount of Time Needed:**
If requesting to expend funds, is the expenditure budgeted?	**Attending Meeting:** In Person

County Sheriff Heath Landsman gave a year-end review for the Sheriff's Office.

Board Action Requested

Supporting Documents
None

MURRAY COUNTY

REQUEST TO BE ON THE BOARD AGENDA (RBA)

Requested Board Date: 12/17/2024	**Item:** Setting the 2025 County Sheriff Salary
Originating Department: Administration	**Presenter:**
Requested Agenda Placement: Regular Agenda	**Amount of Time Needed:** 5 Minutes
If requesting to expend funds, is the expenditure budgeted?	**Attending Meeting:** In Person

The Current Murray County Sheriff Salary is $107,500.00 which was a 7.5% increase from 2023.

Board Action Requested
Commissioner _____, presented the following resolution and moved for its adoption.

RESOLUTION NO. 2024-12-17-
2025 County Sheriff Salary

NOW THEREFORE BE IT RESOLVED, that the 2025 annual salary for the County Sheriff pursuant to M.S.§ 387.20 is $_____ an increase of _____% from 2024.

The foregoing resolution was duly seconded by Commissioner _____, and thereupon being put to a vote all members voted for its adoption.

Supporting Documents
None

MURRAY COUNTY

REQUEST TO BE ON THE BOARD AGENDA (RBA)

Requested Board Date: 12/17/2024	**Item:** County Attorney Travis Smith
Originating Department: Attorney	**Presenter:** Travis Smith
Requested Agenda Placement: Regular Agenda	**Amount of Time Needed:**
If requesting to expend funds, is the expenditure budgeted?	**Attending Meeting:** In Person

Attorney Travis Smith gave a year-end review for the County Attorney's office.

Board Action Requested

Supporting Documents
None

MURRAY COUNTY

REQUEST TO BE ON THE BOARD AGENDA (RBA)

Requested Board Date: 12/17/2024	**Item:** Setting the 2025 County Attorney Salary
Originating Department: Administration	**Presenter:**
Requested Agenda Placement: Regular Agenda	**Amount of Time Needed:** 10 Minutes
If requesting to expend funds, is the expenditure budgeted?	**Attending Meeting:** In Person

Current annual salary for Murray County Attorney is $98,866.69

Board Action Requested
Commissioner _____, presented the following resolution and moved for its adoption:

RESOLUTION NO. 2024-12-17-
2025 County Attorney Salary

NOW THEREFORE BE IT RESOLVED, that the 2025 annual salary for the County Attorney pursuant to M.S.§ 388.18 is $00,000.00, an increase of 5% from 2024.

The foregoing resolution was duly seconded by Commissioner _____, and thereupon being put to a vote all members of the Board voted for its adoption.

Supporting Documents
None

MURRAY COUNTY

REQUEST TO BE ON THE BOARD AGENDA (RBA)

Requested Board Date: 12/17/2024	**Item:** County Commissioners
Originating Department: Administration	**Presenter:**
Requested Agenda Placement: Regular Agenda	**Amount of Time Needed:**
If requesting to expend funds, is the expenditure budgeted?	**Attending Meeting:**

Board Action Requested

Supporting Documents
None

MURRAY COUNTY

REQUEST TO BE ON THE BOARD AGENDA (RBA)

Requested Board Date: 12/17/2024	**Item:** Setting the 2025 County Commissioner Salary
Originating Department: Administration	**Presenter:**
Requested Agenda Placement: Regular Agenda	**Amount of Time Needed:**
If requesting to expend funds, is the expenditure budgeted?	**Attending Meeting:** In Person

1. Current annual salary for Murray County Commissioners is $23,152.50 which was an increase of 5% from 2023.

Board Action Requested
Commissioner Choose an item. presented the following resolution and moved for its adoption.

RESOLUTION NO. 2024-12-17-
Setting the 2025 County Commissioner Salary

NOW THEREFORE BE IT RESOLVED, that the annual salary for 2025 for Murray County Commissioner be set at $_____ an increase of ____% from 2024.

The foregoing resolution was duly seconded by Commissioner Choose an item. and thereupon being put to a vote all members voted for its adoption.

Supporting Documents
None

Add

The actual estimate categories may not match up specifically with Contegrity.

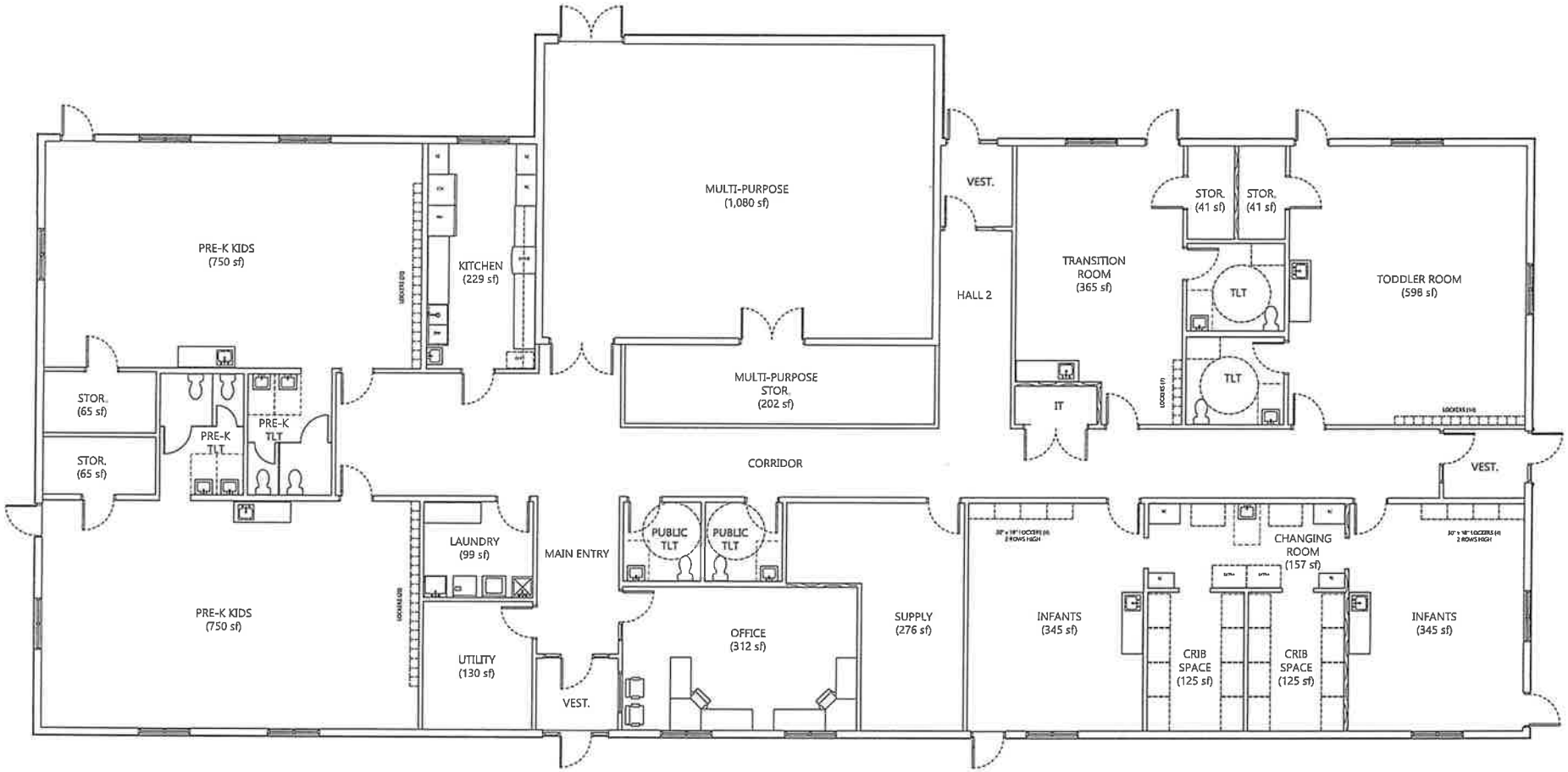
	Contegrity	Estimates 1	Difference from Contegrity	
Earthwork/Utilities	$150,000.00	$75,000.00	$55,000.00	Earthwork and Electrical utilities
ground prep		$20,000.00		
Exterior Improvements	$132,000.00	$132,000.00	$0.00	
Concrete	$195,000.00	$206,000.00	-$11,000.00	* Factored in pour ICF walls for gym space. New plans will use block
Masonry	$40,000.00	$40,000.00	$0.00	
Carpentry (total)	$675,000.00	$675,000.00	$0.00	
Labor Estimates				
Materials Estimates				
Casework	$75,000.00	$75,000.00	$0.00	
Aluminum Entrance and Glazing	$62,000.00	$62,000.00	$0.00	
Acoustical Treatments	$50,000.00	$20,000.00	$30,000.00	
Gypsum Board	$110,000.00	$110,000.00	$0.00	
Tile	$20,000.00	$20,000.00	$0.00	
Flooring	$50,000.00	$72,000.00	-$22,000.00	Commercial grade flooring
Painting	$30,000.00	$30,000.00	$0.00	
Fire Suppression	$70,000.00	$50,000.00	$0.00	
Fire alarm system		$20,000.00		
Mechanical/Plumbing	$175,000.00	$175,000.00	$0.00	
HVAC	$205,000.00	$205,000.00	$0.00	
Electrical/Communications	$295,000.00	$185,000.00	$110,000.00	
Doors/Frames/Hdwr	$75,000.00	$75,000.00	$0.00	
Specialties	$25,000.00	$0.00	$25,000.00	
Temperature Controls	$95,000.00	$5,000.00	$90,000.00	
Sub Total Construction	**$2,529,000.00**	**$2,252,000.00**	$277,000.00	
General Requirements	$275,000	$0.00	$275,000	
Building Permitting/ Plan Review	$25,290	$0.00	$25,290	
Contingency	$212,196.75	$200,000.00	$12,196.75	
Sub Total	**$3,041,486.75**	**$2,452,000.00**	$589,486.75	
Construction Management 3.5%	$106,452.04	$0.00	$106,452.04	
Architect/Engineering fee 7.5%	$236,095.41	$60,000.00	$176,095.41	
Architect Reimburseable	$7,500.00	$0.00	$7,500.00	
Commissioning	$25,000.00	$0.00	$25,000.00	
Owner Items (furniture, fixtures and equipment)	0	$3,377.00	-$3,377.00	
Project Total:	$3,416,534.20	$2,515,377.00	$901,157.20	



FRONT VIEW



BACK VIEW



FIRST FLOOR PLAN

8,820 SQUARE FEET

SCHEMATIC DESIGN - 12/10/24

EAPC

Add.

Auditor Treasurer

Current	5%	dollar increase if at 5%
$103,633.00	$108,815.60	$5,182.60

Sheriff

Current	5%	dollar increase if at 5%
$107,500.00	$112,875.00	$5,375.00

Attorney

Current	5%	dollar increase if at 5%
$98,866.69	$103,810.00	$4,943.31

Recorder

Current	5%	dollar increase if at 5%
$75,603.94	$79,384.13	$3,780.19

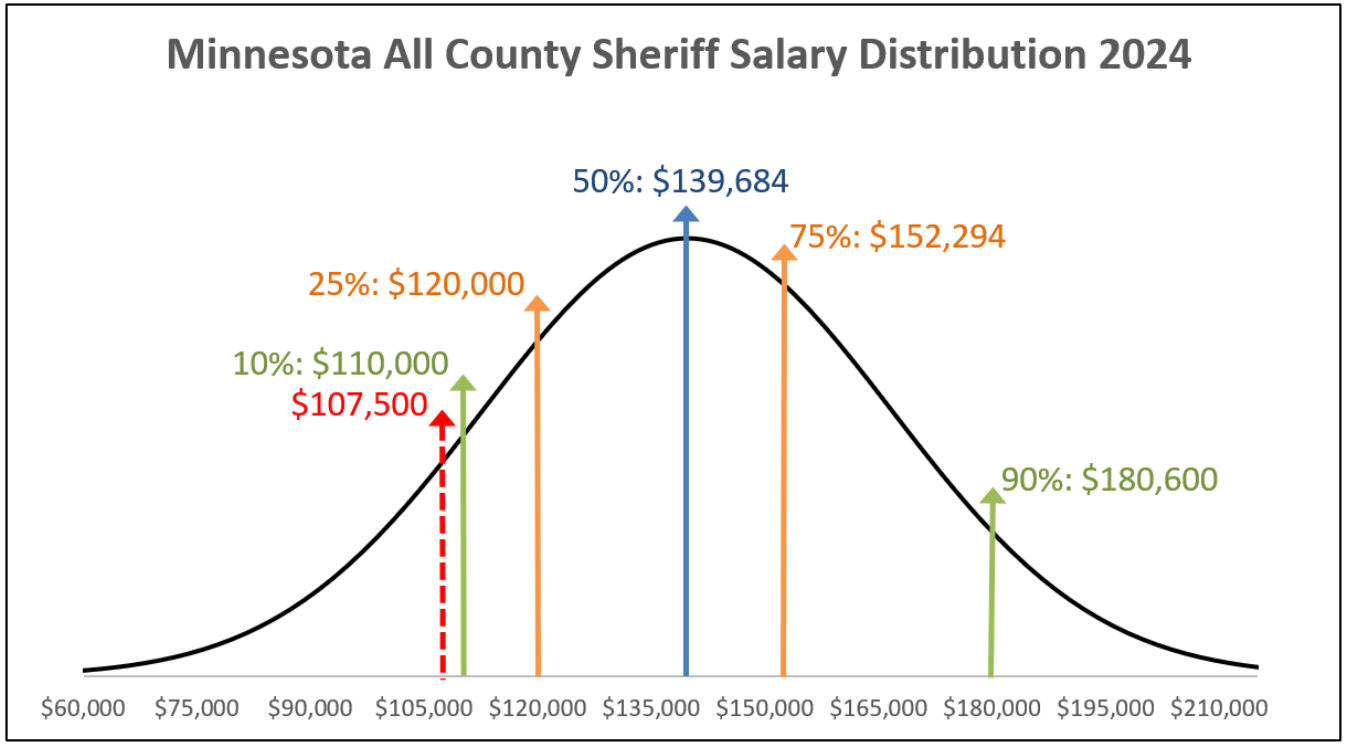
Commissioners

Current	5%	dollar increase if at 5%
$23,152.50	$24,310.00	$1,1575.50

Per diems are $100/day

Minnesota Sheriff Salary Study 2024

Salary data sourced from Minnesota Sheriff's Association



- Median Sheriff salary in Minnesota in 2024 was $139,684
- Lowest 10% of Sheriff's in the state made $110,000 or less
- Murray County set the Sheriff salary at $107,500

Salary Study Continued

- According to Salary.com a Sheriff salary in Southwest Minnesota should be set at $120,856 for the year 2024.
- Sheriff Landsman's Experience:
  - Total years of service (20+)
  - Direct report count (10-20)
  - Licensure (MN Post Board)
  - Education (AS Degree)
- Salary.com adjusted the expected Sheriff salary to $121,623 for the year 2024.

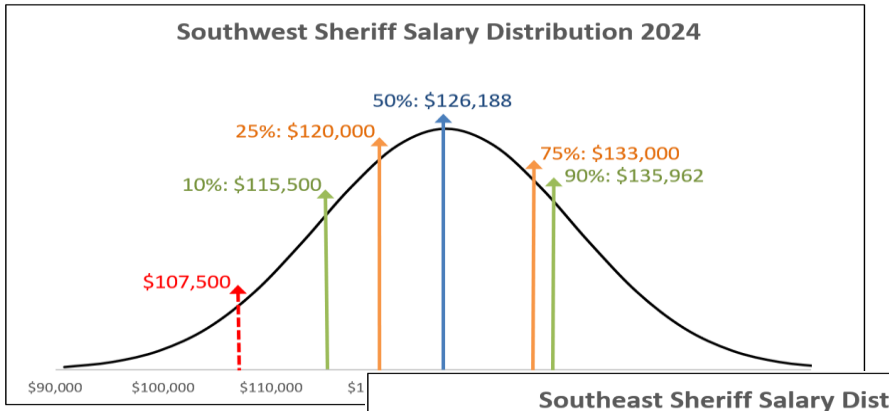


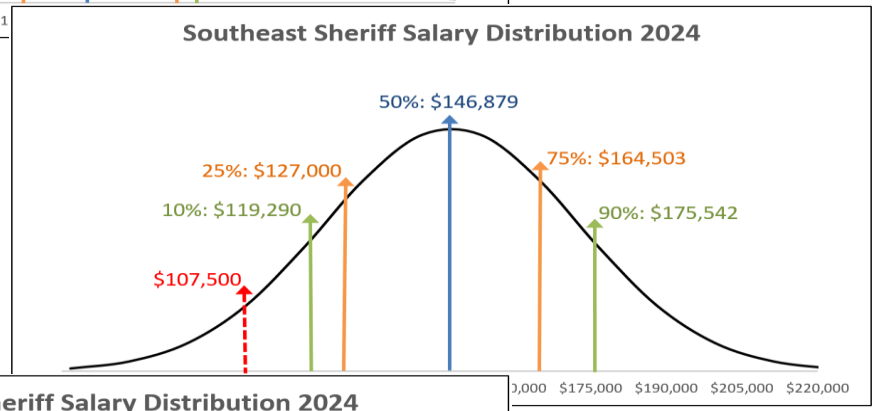
* Source: https://www.salary.com/tools/salary-calculator/sheriff-police-chief

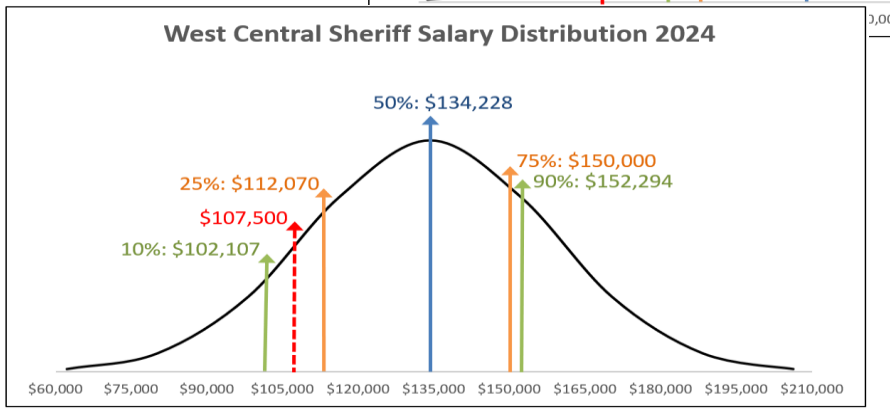
County Salaries by Region

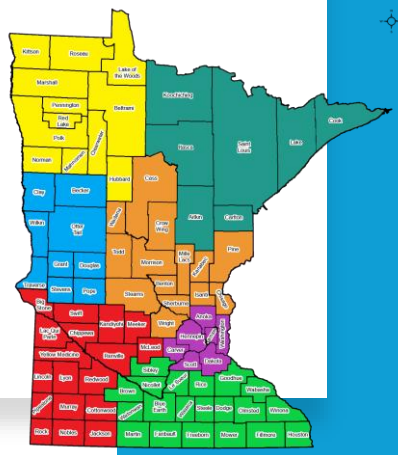
Data Source: MSA

- Southwest region of the state had an average salary of $126,188 over 17 counties for 2024.
- Lowest 10% of all Sheriff's in the region were allotted a salary of $115,500 or less.
- Murray County paid their Sheriff $107,500.

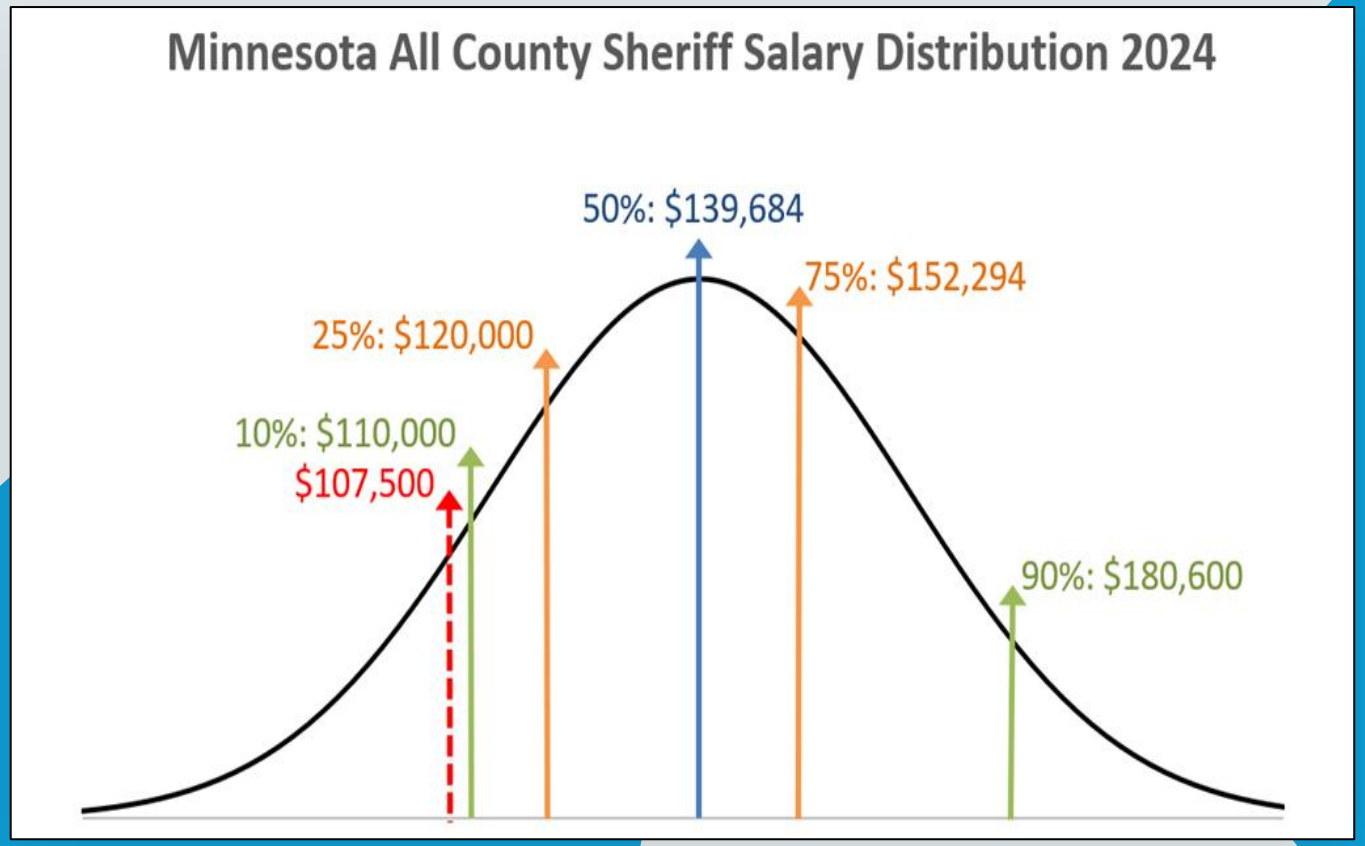


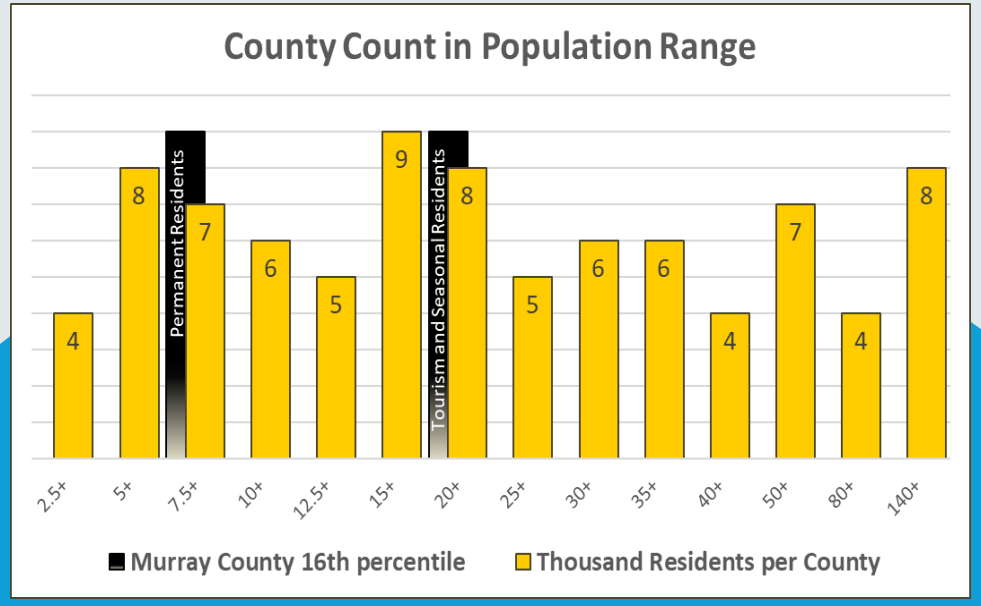


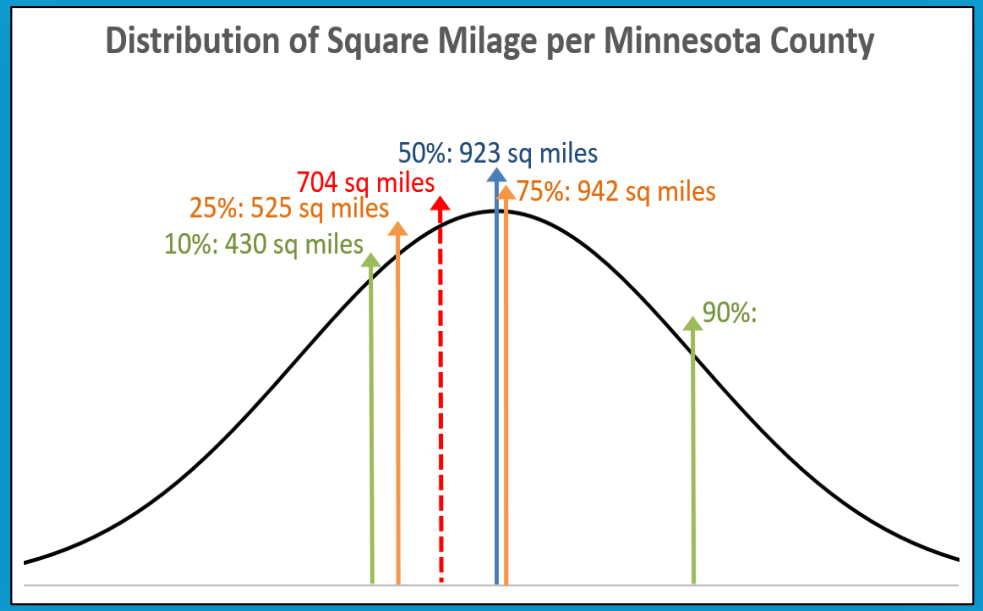




While Murray County is between 25% and 50% for both population, with summer travel, and square milage for the state of Minnesota, it is below 10% in terms of salary for it's Elected Sheriff

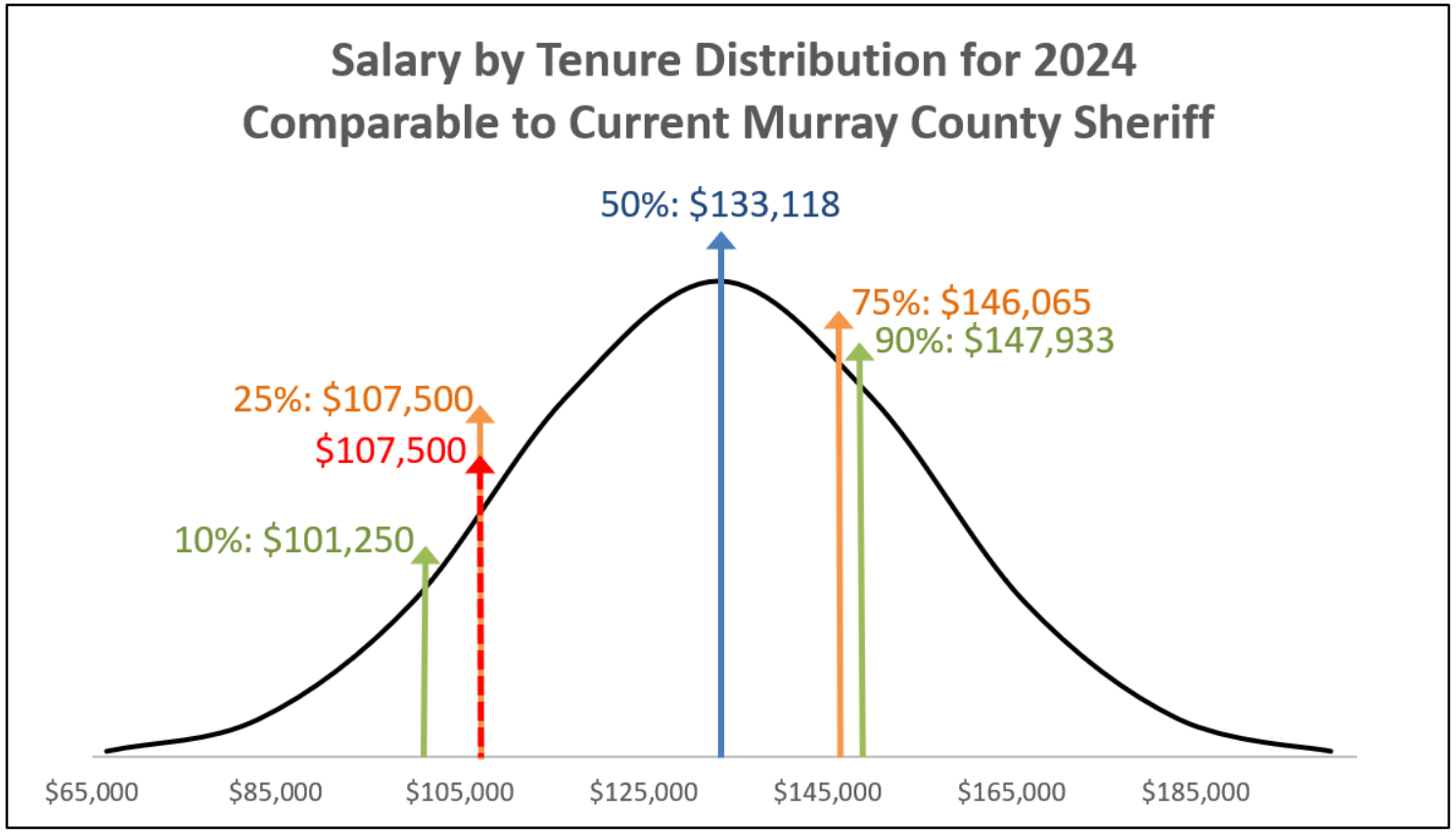






Salaries by Tenure as Acting Sheriff

Further filtered by square milage within 200 square miles of the size of Murray County, and Region: Southwest & Southeast



County	2024 salary
Lac qui Parle	$101,250
Murray	$107,500
Jackson	$120,952
Fillmore	$127,920
Lyon	$133,000
Sibley	$133,438
Brown	$146,065
Mower	$147,933
Goodhue	$180,000

Below are actual & projected salary increases for counties surrounding Murray in Southwest District

- Red font indicated where Murray County should fall given its' population, square milage, and the need to become competitive in pay for 2025.
- Yellow highlighted cells indicate an estimated assumption of the future salary for the County Sheriff based on historical data, population, county square milage, and current rates of inflationary pay.

Comparable Salaries to Neighboring Counties - Competative Pay									
County	Population	Size (sq mi)	2023 salary	2024 salary	% Increase	% Difference	2025 Salary	% Increase	% Difference
Lincoln	5,882	537	$80,054	$115,500	44.3%	7.4%	$121,275	5.0%	-5.6%
Murray	8,526	704	$100,000	$107,500	7.5%	0.0%	$128,495	19.5%	0.0%
Pipestone	9,364	466	$108,675	$121,980	12.2%	13.5%	$128,079	5.0%	-0.3%
Rock	9,687	483	$111,678	$120,000	7.5%	11.6%	$129,000	7.5%	0.4%
Jackson	10,842	702	$114,337	$120,952	5.8%	12.5%	$130,500	7.9%	1.6%
Cottonwood	11,222	640	$119,800	$125,803	5.0%	17.0%	$132,100	5.0%	2.8%
Redwood	15,680	880	$115,500	$125,000	8.2%	16.3%	$142,485	14.0%	10.9%
Lyon	24,865	714	$123,000	$133,000	8.1%	23.7%	$144,305	8.5%	12.3%

Proposed Salary Increase for 2025-2026

	County Elected Official Increases		Projected Salary		Effective Salary Increase		Actual Salary		Comparable Salaries to Neighboring Counties		Averaged Salary		Total Wage Deficit by Calendar Year	
			$	88,680			$	88,680			Watonwan, Jackson, & Big Stone Counties			
Acting Sheriff, Year 1	2020	2.56%	$	90,950	2020	0.00%	$	88,680					2020	-2.56%
Acting Sheriff, Year 2	2021	3.65%	$	94,270	2021	0.00%	$	88,680					2021	-6.30%
Acting Sheriff, Year 3	2022	5.50%	$	99,455	2022	0.00%	$	88,680	2022		$	99,424	2022	-12.15%
Elected Sheriff, Year 1	2023	4.99%	$	104,418	2023	12.76%	$	100,000	2023	8.05%	$	108,045	2023	-8.05%
Elected Sheriff, Year2	2024	3.00%	$	107,550	2024	7.50%	$	107,500	2024	11.07%	$	119,397	2024	-11.07%
Elected Sheriff, Year3	2025	5.00%	$	112,928	2025	13.00%	$	121,475	2025	14.48%	$	128,495	2025	-5.78%
Elected Sheriff, Year4	2026	5.00%	$	118,574	2026	9.59%	$	133,121	2026	3.60%	$	133,121	2026	0.00%

2024 Current Murray County Sheriff's Salary		$	**107,500**
Fair and Equitable Salary to Equivalent Elected Staff	5.00%	$	5,375
Fair and Equitable Salary to begin to become Comparable Area County Sheriffs	8.00%	$	8,600
2025 Murray County Sheriff's Proposed Salary	**13.00%**	$	**121,475**
Fair and Equitable Salary to Equivalent Elected Staff	5.00%	$	6,074
Fair and Equitable Salary to begin to become Comparable Area County Sheriffs	4.59%	$	5,572
2026 Murray County Sheriff's Proposed Salary	**9.59%**	$	**133,121**

Details of Salary Increase Proposition Year 1

For the Calendar Year 2025

- Implement 5.0% increase in salary: $5,375
  - *Justification*
    - Standard county wide increase for all elected officials
- Implement and additional 8.0% increase in salary: $8,600
  - *Justification*
    - Begin to become competitive with surrounding counties
    - This increase will raise the Sheriff's salary to a rate that would have been competitive with 2024 – still one calendar year behind
    - How did we get so far behind? The pay freeze from 2019-2022 which arguably "saved" the county $49,069 with solely county wide increases or $68,079 with inflationary increases

Total increase proposed for 2025: 13.0%

Details of Salary Increase Proposition Year 2

For the Calendar Year 2026

- Implement 5.0% increase in salary: $6,074
  - *Justification*
    - Standard county wide increase for all elected officials
- Implement an additional 4.59% increase in salary: $5,572
  - *Justification*
    - To become fully competitive with surrounding counties
    - Going forward, barring any unforeseen industry changes, the standard county wide increase for elected officials could be sufficient to stay competitive with surrounding counties
    - This request should be revisited next fiscal year to monitor the trend of surrounding counties – as the percentage may change

Total increase proposed for 2026: 9.59%