

# City of East Bethel

## City Council Agenda

Regular Council Meeting – 7:30 p.m.

Date: May 21, 2014



- |         | Item |  |
|---------|------|--|
| 7:30 PM | 1.0  | Call to Order  |
| 7:31 PM | 2.0  | Pledge of Allegiance   |
| 7:32 PM | 3.0  | Adopt Agenda   |
| 7:33 PM | 4.0  | Presentations  |
|         |      | A. Public Hearing for On Sale/Sunday Liquor License - The Moonshine Whiskey  |
|         |      | B. Sheriff's Report  |
| 7:50 PM | 5.0  | Public Forum   |
| 8:05 PM | 6.0  | Consent Agenda   |
|         |      | <i>Any item on the consent agenda may be removed for consideration by request of any one Council Member and put on the regular agenda for discussion and consideration</i> |
|         |      | Page 17-20 A. Approve Bills  |
|         |      | Page 21-31 B. Meeting Minutes, April 23, 2014, Board of Review Recessed Meeting  |
|         |      | Page 32-70 C. Meeting Minutes, May 7, 2014, Council Meeting  |
|         |      | Page 71 D. Resolution 2014-17, Accepting Donation from Chops, Inc.   |
|         |      | E. Removal of Probation Status for Firefighter   |
|         |      | F. Approval of Generator Purchase  |
|         |      | Page 72-76 G. Pay Estimate #6, Whispering Aspens Force Main Project  |
|         |      | Page 77-82 H. 1 Day to 4 Day Temporary On Sale Liquor License for Alliance for Metropolitan Stability  |
|         |      | Page 83 I. Award Class 5 Contract  |
|         |      | <b>New Business</b>  |
| 8:15 PM | 7.0  | Commission, Association and Task Force Reports   |
|         |      | A. Planning Commission   |
|         |      | Page 84-90 1. Zoning Map Amendment   |
|         |      | B. Economic Development Authority  |
|         |      | C. Park Commission   |
|         |      | Page 91-95 1. Capital Improvement Plans (2015-2019)  |
|         |      | D. Road Commission   |
| 8:40 PM | 8.0  | Department Reports   |
|         |      | A. Community Development   |
|         |      | B. Engineer  |
|         |      | C. City Attorney   |
|         |      | D. Finance   |
|         |      | E. Public Works  |
|         |      | F. Fire Department   |
|         |      | Page 96-99 1. Fire Department Report   |

Page 100-147  
Page 148-249

- G. City Administrator
  - 1. Ice Arena Contract
  - 2. Personnel Policy

- 9:10 PM**      **9.0**      **Other**
  - A. Staff Report
  - B. Council Reports
  - C. Other

- 9:30 PM**      **10.0**      **Adjourn**



# City of East Bethel City Council Agenda Information

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**Date:**

May 21, 2014

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**Agenda Item Number:**

Item 4.0 A

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**Agenda Item:**

Public Hearing – On Sale/Sunday Liquor License for Skyota Properties #2, LLC, dba: The Moonshine Whiskey and consideration of approval of license.

\*\*\*\*\*

**Requested Action:**

Conduct Public Hearing and consider approval of an On Sale/Sunday Liquor License for Skyota Properties #2, LLC, dba: The Moonshine Whiskey located at 21383 Ulysses Street NE, East Bethel, MN 55011.

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**Background Information:**

Staff is recommending that Council conduct a public hearing to take comments from the public regarding an On Sale/Sunday Liquor License for Skyota Properties #2, LLC, dba: The Moonshine Whiskey located at 21383 Ulysses Street NE, East Bethel, MN 55011 as required by East Bethel City Code, Article III, Intoxicating Liquors, Section 6-55. This was also published in the Anoka County Union Herald.

The Mayor will open the Public Hearing and provide an opportunity for public comments regarding this matter. When the comment period is completed, a motion to close the hearing should be offered followed by a second and a vote on the motion.

Once the hearing is closed staff is recommending Council consider approval of an On Sale/Sunday Liquor License for Skyota Properties #2, LLC, dba: The Moonshine Whiskey located at 21383 Ulysses Street NE, East Bethel, MN 55011 provided no reasons for denial come forth at the public hearing. All application materials and fees have been submitted for the On Sale/Sunday Liquor License. The Building Official has inspected the building and found there to be no issues with the renovations to date (5/16/14).

Approval of the License shall be contingent on the following:

1. Certificate of Liquor Liability be provided prior to issuance of the On Sale/Sunday Liquor License.
2. Approval of State Commissioner of Public Safety
3. Issuance of a Certificate of Occupancy

**Attachments:**

1. On Sale/Sunday Liquor License Application
2. On Sale/Sunday License Form
3. Notice of Public Hearing

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**Fiscal Impact:**

None at this time

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**Recommendation(s):**

Staff recommends conducting the public hearing to receive comments on the On Sale/Sunday Liquor License for Skyota Properties #2, LLC, dba: The Moonshine Whiskey. Once the public hearing is closed, and if there are no reasons to deny the license, staff recommends Council consider approval of an On Sale/Sunday Liquor license for Skyota Properties #2, LLC, dba: The Moonshine Whiskey located at 21383 Ulysses Street NE, East Bethel, MN 55011 subject to the contingencies listed above.

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**City Council Action**

Motion by: \_\_\_\_\_

Second by: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Vote Yes: \_\_\_\_\_

Vote No: \_\_\_\_\_

No Action Required: \_\_\_\_\_

Minnesota Department of Public Safety  
**Alcohol and Gambling Enforcement Division (AGED)**  
 444 Cedar Street, Suite 222, St. Paul, MN 55101-5133  
 Telephone 651-201-7507 Fax 651-297-5259 TTY 651-282-6555

**Certification of an On Sale Liquor License, 3.2% Liquor license, or Sunday Liquor License**

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

Name of City or County Issuing Liquor License East Bethel License Period From: April 2014 To: June 2014

Circle One:  New License  License Transfer \_\_\_\_\_  Suspension  Revocation  Cancel \_\_\_\_\_  
(former licensee name) (Give dates)

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

Fee(s): On Sale License fee: \$ \_\_\_\_\_ Sunday License fee: \$ \_\_\_\_\_ 3.2% On Sale fee: \$ \_\_\_\_\_ 3.2% Off Sale fee: \$ \_\_\_\_\_

Licensee Name: Skate Properties #2 LLC DOB \_\_\_\_\_ Social Security # \_\_\_\_\_  
(corporation, partnership, LLC, or Individual)

Business Trade Name The Moonshine Whiskey Business Address 21383 Ulysses Street City East Bethel

Zip Code 55011 County Anoka Business Phone 7637724174 Home Phone \_\_\_\_\_

Home Address 37265 Twin Bay Dr. City Crosslake Licensee's MN Tax ID # \_\_\_\_\_  
(To Apply call 651-296-6181)

Licensee's Federal Tax ID # \_\_\_\_\_  
(To apply call IRS 800-829-4933)

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

<u>Andrew Benjamin Porizek</u>	<u>2-16-77</u>	<u>471-90-4187</u>	<u>37265 Twin Bay Dr.</u>
Partner/Officer Name (First Middle Last)	DOB	Social Security #	Home Address
_____	_____	_____	<u>Crosslake MN 56442</u>
(Partner/Officer Name (First Middle Last)	DOB	Social Security #	Home Address
_____	_____	_____	_____
Partner/Officer Name (First Middle Last)	DOB	Social Security #	Home Address
_____	_____	_____	_____

Intoxicating liquor licensees must attach a certificate of Liquor Liability Insurance to this form. The insurance certificate must contain all of the following:

- 1) Show the exact licensee name (corporation, partnership, LLC, etc) and business address as shown on the license.
- 2) Cover completely the license period set by the local city or county licensing authority as shown on the license.

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

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

Workers Compensation Insurance Company Name: SFM Risk Solutions Policy # SG477.801

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

City Clerk or County Auditor Signature \_\_\_\_\_ Date \_\_\_\_\_  
(title)

**On Sale Intoxicating liquor licensees must also purchase a \$20 Retailer Buyers Card. To obtain the application for the Buyers Card, please call 651-201-7504, or visit our website at**



**Application for On Sale/Sunday Liquor License**

**City of East Bethel**

2241 221<sup>st</sup> Avenue NE, East Bethel, MN 55011

Phone 763-367-7840

I, Andrew Ponizek, as Officer

(Name of Person Executing Application) (Individual, Owner, Officer or Partner)

for and on behalf of Skycote Properties LLC DBA: The Moonshine Whiskey hereby submit this application, in accordance with the provisions of the East Bethel City Code Chapter 6, Article III, for a license to sell on sale intoxicating beverage at retail for the license period from 4-1-14 to 6-30-14 as follows:

Business Mailing Address: 21383 Olyses Street East Bethel MN 55011

Description of Licensed Premise (be specific): Restaurant Bar, Brick exterior.

Emergency or Cell Phone Number: 763-772-4174

1. Annual License      a) On Sale   
                                     b) Sunday Sale
2. Applicant is (check one):      Individual Owner   
   Partnership   
   Corporation   
   Other Organization

State the name of the business if it is to be conducted under a designation, name or style other than the full name of the applicant: \_\_\_\_\_

3. Address of premises to be licensed: 21383 Olyses Street

4. Phone number of premises to be licensed: \_\_\_\_\_

5. Minnesota business identification number: \_\_\_\_\_

All current mail to

Po Box 515, Crosslake MN 56442

6. If applicant is a corporation, answer the following:

- a) State in which incorporated: MN. If incorporated under the laws of a state other than Minnesota, is corporation authorized to do business in Minnesota? \_\_\_\_\_ Number of certificate of authority: \_\_\_\_\_
- b) Is this corporation a subsidiary of any other corporation? No. If YES, state the name and address of parent corporation:  
\_\_\_\_\_  
\_\_\_\_\_

8. If applicant is another organization, answer the following: The organization is a bona fide club, where the serving of 3.2 malt beverage is incidental and not the major purpose of the club, and is an organization for (check one):

- \_\_\_\_ Social/Business
- \_\_\_\_ Promotion of Sports
- \_\_\_\_ Intellectual Improvement
- \_\_\_\_ Other - explain \_\_\_\_\_

9. The person executing this application (and all individuals in a <sup>Benjamin</sup> partnership) answer the following (attach additional sheets if necessary):

- a) True Name (first-middle-last): Andrew Parizek
- b) Residence Address: 9314 Kagan Circle Oregon MN 55362
- c) Phone No. 23772 4174 d) Social Security No. \_\_\_\_\_
- e) Date of Birth: \_\_\_\_\_ f) Place of Birth (city-state): Concord MN
- g) Are you a citizen of the United States? Yes. If naturalized, state date and place of naturalization: \_\_\_\_\_
- h) Have you ever been convicted of any crime other than a traffic offense?  
\_\_\_\_ Yes  No If yes, explain \_\_\_\_\_

10. Attach a copy of a certificate showing you have minimum insurance coverage as required by East Bethel City Code and the State of Minnesota; OR attach an affidavit stating you are exempt from the insurance requirements.

11. Provide the following related to workers' compensation insurance, or certify the precise reason your business is excluded from compliance with the insurance coverage requirement for workers' compensation.

Insurance Company Name (Not the agent): SFM Risk Solutions  
 Policy Number or Self-Insurance Permit Number: 56477, 801  
 Dates of Coverage: March 2014 to March 2015

OR

I am not required to have worker's compensation liability coverage because:

\_\_\_\_ I have no employees covered by the law

\_\_\_ Other (specify)  
\_\_\_\_\_

12. Does any manufacturer or wholesaler of 3.2 malt beverage or other liquor have any ownership, in whole or part, in the business of the applicant? Yes \_\_\_ No X. If YES, explain:  
\_\_\_\_\_

13. Applicant, and his associates in this application will strictly comply with all the laws of the State of Minnesota governing the taxation and the sale of 3.2 Malt Beverage and the East Bethel City Code, and I hereby certify that I have read the foregoing questions and that the answers to said questions are true of my own knowledge.

14. As the person executing this application for this license, I acknowledge that an investigation will be conducted for use in determining my qualifications. I hereby expressly authorize release of any and all information which any organization, company or person may have, including information of a confidential or privileged nature. I hereby release the City and any organization, company or person furnishing information to the City, as expressly authorized above, from any liability for damage that may result from furnishing the information requested.

\*\*The information requested on this form will be used by the City of East Bethel in the issuance of your license. The information that you supply on this form will become public information when received by the City of East Bethel. Under Minnesota law (M.S. §270.72), the City may be required to provide the business tax identification number and social security number of each applicant to the Minnesota Commissioner of Revenue.

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

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



**CITY OF EAST BETHEL  
ANOKA COUNTY, MN**

**NOTICE OF PUBLIC HEARING**

**ON-SALE/SUNDAY LIQUOR LICENSE**

**NOTICE IS HEREBY GIVEN** of a public hearing to be held on Wednesday, May 21, 2014, at 7:30 P.M. at City of East Bethel City Hall, 2241 221<sup>st</sup> Avenue NE, East Bethel, MN 55011, before the East Bethel City Council as required by City Code for Skyota Properties #2, LLC, dba The Moonshine Whiskey in conjunction with an On-Sale/Sunday Liquor License for the facility located at 21383 Ulysses Street NE, East Bethel, MN 55011. At said hearing all persons shall be heard who wish to speak for or against the proposed license.

Contact City Hall at 763-367-7840 if you have any questions about the public hearing.

Jack Davis  
City Administrator/Clerk/Treasurer

Dated: May 2, 2013

Published: May 9 and 16, 2014 in the Anoka County Union Herald



# City of East Bethel City Council Agenda Information

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**Date:**

May 21, 2014

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**Agenda Item Number:**

Item 4.0 B

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**Agenda Item:**

Sheriff's Department Report

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**Requested Action:**

Information Item

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**Background Information:**

Commander Shelly Orlando will present the April 2014 Sheriff's Report.

**Attachments:**

April Report

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**Fiscal Impact:**

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**Recommendation(s):**

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**City Council Action**

Motion by: \_\_\_\_\_

Second by: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Vote Yes: \_\_\_\_\_

Vote No: \_\_\_\_\_

No Action Required: \_\_\_\_\_

## **Anoka County Sheriff's Office Report April 2014**

**DWI's:** There were six DWI arrests in April. Three of the stops were made due to driving conduct. Two of the suspects refused to test. One arrest was the result of a male driving his vehicle in the ditch. When the deputy asked him why he was driving in the ditch, the male replied he didn't realize that he was. The suspect had a bac level of .21. Two of the arrests involved property damage crashes. One was a single car crash where the driver was arrested for DWI and underage drink and drive. The second was a hit and run property damage where the deputy found the suspect at his residence. The suspect admitted to driving and striking another vehicle and was remorseful however became uncooperative when questioned about his alcohol consumption and ended up refusing to test.

**Thefts:** There were 10 thefts reported in April. Two of the reports involved financial transaction cards being fraudulently used. One was used in Sauk Rapids and one in Willmar. In both cases, the victim was still in possession of their credit card. There were two reported no pay thefts of gasoline. One was resolved, one no suspect information was able to be obtained. There was a report of a cell phone and \$10 cash stolen. The victim had allowed the suspect to stay with him and when she left he noticed the items missing. A male was arrested for burglary and theft after stealing 30 cartons of cigarettes from a local business. The male had stopped to gas up his vehicle and then went around the side of the business. A door was not locked and was partially open. The male seeing this, saw the cigarettes and decided to take them. The male, who had been to the business on other occasions, was caught on video surveillance. The male returned to the business approximately a week and a half later and was recognized by employees, who called 911. The male was located a short distance away and confessed to the theft/burglary, saying he made a bad choice. The dollar value of the cigarettes was \$2,200, making this a felony theft. One female reported she thought she had lost a diamond ring given to her by her grandmother, back in November. She went to a jeweler to see how much it would cost to make a replica and was told about \$2,500. She decided to go check pawn shops to see if she could find something similar, but not that costly. She located her ring in a pawn shop and found out it was one of her acquaintances who had pawned it in November. She bought the ring from the pawnshop and decided not to pursue charges against the suspect. Finally, there were two shoplifting thefts reported. Arrests were made in both incidents.

**Burglaries:** There were four burglaries reported. One was the business that had the cartons of cigarettes taken. One report involved items being taken from a truck and a house where the owner had been found deceased approximately a month earlier. One report involved a gas can being taken from a garage. The last report involved items being taken from a detached garage when the door was left partially open due to snowfall.

**Damage to Property:** There were three reports of damage to property. The first report included an assault as well as a damage to property report. An unknown male became upset with a couple who were outside their trailer, talking. The male came from another trailer a few doors away, and began yelling and cursing at the couple to keep quiet. The male then left and an unknown female came out and started yelling at them. A short time later, the male came out carrying a large knife. The male then went to a car that was parked and broke the window out. Upon deputies arrival, the male and female had left and no one would answer the door at the trailer. The victims did not know these people. A brick was found that had been used to break the car window, which matched the bricks around a firepit at the suspect's location. This case is currently under investigation. The second report involved an acquaintance of the homeowner, who had driven his truck into a closed garage door. The male had some mental health issues and felt he needed to cause some damage for some indiscretions that he believed had happened. The male was located and arrested a few days later, giving a full confession. Finally, the third report involved a homeowner who thought her front window had been shot at. It turned out it was most likely a bird that had flown into the window.

**5<sup>th</sup> Degree Controlled Substance:** There were two arrests for 5<sup>th</sup> degree Controlled Substance. The first arrest involved a male that was stopped as he had a drivers license status of revoked and the deputy knew that when he saw him. Upon approaching the vehicle, the deputy could smell the odor of marijuana. The suspect advised his friend was smoking marijuana at the house and he must smell like it from that. The deputy did a search of the vehicle and found a substance that tested positive for methamphetamine. The substance weighed in at 3.1 grams. The second arrest came as the result of tail lights not working. Upon stopping the vehicle the driver had a cancelled inimical to public safety status for his drivers license. The deputy

was conducting an inventory search and located .08 grams of methamphetamine.

**Arrest Breakdowns:**

**Felony: 6**

- 2– 5<sup>th</sup> degree Controlled Substance Arrests
- 1– Property Damage
- 1 -Violation of Order for Protection
- 2 – Burglary/Theft (same incident)

**Misdemeanor: 13**

- 1 – Possess Legend Drug
- 5 – Posses Drug Paraphernalia (2 arrests were from same incident)
- 2- Shoplifting
- 3 – Possess Small Amount of Marijunana
- 2 – Fail to Stop at Accident



# City of East Bethel City Council Agenda Information

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**Date:**

May 21, 2014

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**Agenda Item Number:**

Item 6.0 A-I

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**Agenda Item:**

Consent Agenda

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**Requested Action:**

Consider approving the Consent Agenda

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**Background Information:**

Item A

Bills/Claims

Item B

Meeting Minutes, April 23, 2014 Board of Review Recessed Meeting

Meeting minutes from the April 23, 2014 Board of Review Recessed Meeting are attached for your review and approval.

Item C

May 7, 2014 City Council Meeting Minutes

Meeting minutes from the May 7, 2014 City Council Meeting are attached for your review and approval.

Item D

Accepting CHOPS Donation for Family Fun Night, Resolution 2014-17

The City of East Bethel has received a donation of \$1,000.00 from Chops, Inc. to be used for Family Fun Night on Friday, July 18, 2014. Staff is recommending adoption of Resolution 2014-17 Accepting and Acknowledging Donation from Chops, Inc.

Item E

Probation Completion for Firefighter

James Rogers has completed his one year probation and has met all qualifications for an East Bethel Fire Fighter. The Fire Chief recommends that this Fire Fighter be appointed to an active Fire Fighter Status as of May 1, 2014.

Item F.

Accepting Surplus Diesel powered 100KW Generator.

The Fire Chief has contacted the Federal Excess Property Program (FEPP) Manager of the Minnesota Department of Natural Resources (DNR) regarding the availability of a diesel

powered emergency generator for the City Hall. The Program Manager has, in stock, several 100 KW diesel powered generators in outside cabinets. The Program Manager has located one that would fit the needs of the City and has verified that the motor is in good shape and runs. Although there is no cost for this generator, the City would be responsible for the transportation costs to the DNR site in Willow River, MN of approximately \$ 1,000.00. The City would be responsible to transport the generator to our location. The generator weighs approximately 7,000 lbs. and can be transported with City equipment. After accepting the equipment, the City has 90 to 120 days to determine if this unit would be suitable for our needs. If the unit is deemed unsuitable, it can be returned for no additional cost. The DNR would bill for the generator after the trial use period has expired.

Although the generator is the major part of emergency backup electrical power to City Hall, an electrician and a switch gear along with a concrete pad will be needed to complete the project and make the generator functional. These additional costs are estimated to be approximately \$15,000. Funds are available within the Equipment Replacement Fund to cover this cost.

#### Item G

##### Pay Estimate No. 6 for Castle Towers/Whispering Aspen 2013 Forcemain Project

This item includes Pay Estimate No. 6 to LaTour Construction, Inc. for the Castle Towers/Whispering Aspen 2013 Forcemain Project. This pay estimate includes payment for the lift station, forcemain, and miscellaneous items. Staff recommends partial payment of \$84,016.67. A summary of the recommended payment is as follows:

Total Work Completed to Date	\$1,711,420.90
Less Previous Payments	\$1,541,833.18
Less Retainage	<u>\$ 85,571.05</u>
Total payment	\$ 84,016.67

Payment for this project will be financed from the bond proceeds. Funds, as noted above, are available and appropriate for this project. A copy of Pay Estimate No. 6 is attached.

#### Item H

##### Approve Application and Permit for a 1 Day to 4 Day Temporary On Sale Liquor License for Alliance for Metropolitan Stability on June 21, 2014.

The Alliance for Metropolitan Stability has applied for a one day to four day temporary on sale liquor license to sell beer at the Surly Brewing Company's annual Disc Golf Tournament to be held at Blue Ribbons Pines Disc Golf Course at 1901 Klondike Drive in East Bethel on June 21, 2014. We have received a signed application and Liquor Liability Insurance. Staff is recommending approval.

#### Item I

##### Award of Class 5 Contract

The City of East Bethel currently has approximately 16 miles of gravel road that require periodic resurfacing with new Class 5 to help keep the roads in a manageable condition. On May 15<sup>th</sup> at 10:00 am, staff held the bid opening for the 2014 Class 5 gravel road resurfacing contract. Bjorklund Company was the low bidder for 2014 and has been the low bidder for this contract for at least the last 8 years. The unit price of \$11.00 per ton has remained unchanged from the previous year's bid. Bjorklund has done a great job in the past working with the City and has remained flexible in their scheduling of the contract work. The total contract price will not exceed the approved contract total of \$35,000 that has been budgeted for in the Street Maintenance Fund and approved in the 2014 Budget.

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**Fiscal Impact:**

As noted above.

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**Recommendation(s):**

Staff recommends approval of the Consent Agenda as presented.

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**City Council Action**

Motion by:\_\_\_\_\_

Second by:\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Vote Yes:\_\_\_\_\_

Vote No:\_\_\_\_\_

No Action Required:\_\_\_\_\_



**Payments for Council Approval May 21, 2014**

Bills to be Approved for Payment	\$63,003.20
Electronic Payroll Payments	\$26,141.17
Payroll City Staff - May 8, 2014	\$30,090.94
Payroll City Council - May 15, 2014	\$2,145.32
Payroll Fire Dept - May 15, 2014	\$9,370.47
<b>Total to be Approved for Payment</b>	<b>\$130,751.10</b>

# City of East Bethel

May 21, 2014

## Payment Summary

Department	Description	Invoice	Vendor	Fund	Dept	Amount
	Surcharge Remittance	050214	Metropolitan Council	101		\$8,078.40
215-221st 65 Service Rd	Architect/Engineering Fees	32916	Hakanson Anderson Assoc. Inc.	402	43125	\$1,269.95
215-221st 65 Service Rd	Architect/Engineering Fees	32953	Hakanson Anderson Assoc. Inc.	402	43125	\$668.22
Arena Operations	Bldgs/Facilities Repair/Maint	042814	Wright-Hennepin Coop Electric	615	49851	\$19.95
Arena Operations	Refuse Removal	11291515	Ace Solid Waste, Inc.	615	49851	\$220.05
Arena Operations	Telephone	050114	CenturyLink	615	49851	\$110.19
Building Inspection	Conferences/Meetings	050514	Nick Schmitz	101	42410	\$260.00
Building Inspection	Electrical Permits	050114	Brian Nelson Inspection Svcs	101		\$1,248.00
Building Inspection	Motor Fuels	2364937	Lubricant Technologies, Inc.	101	42410	\$283.38
Central Services/Supplies	Information Systems	218696	City of Roseville	101	48150	\$2,254.25
Central Services/Supplies	Information Systems	05 2014	Midcontinent Communications	101	48150	\$1,278.00
Central Services/Supplies	Office Equipment Rental	253044515	US Bank Equipment Finance	101	48150	\$269.50
Central Services/Supplies	Office Supplies	707880353001	Office Depot	101	48150	\$69.68
Central Services/Supplies	Office Supplies	710326879001	Office Depot	101	48150	\$28.00
Central Services/Supplies	Small Tools and Minor Equip	711107064001	Office Depot	101	48150	\$221.65
Central Services/Supplies	Telephone	050114	CenturyLink	101	48150	\$228.67
City Clerk	Professional Services Fees	173529	STS Staffing	101	41430	\$526.50
City Clerk	Professional Services Fees	M20486	TimeSaver Off Site Secretarial	101	41430	\$616.50
Engineering	Architect/Engineering Fees	32914	Hakanson Anderson Assoc. Inc.	101		\$185.60
Engineering	Architect/Engineering Fees	32951	Hakanson Anderson Assoc. Inc.	101		\$232.00
Engineering	Architect/Engineering Fees	32921	Hakanson Anderson Assoc. Inc.	101	43110	\$480.60
Engineering	Architect/Engineering Fees	32921	Hakanson Anderson Assoc. Inc.	101	43110	\$345.60
Engineering	Architect/Engineering Fees	32921	Hakanson Anderson Assoc. Inc.	101	43110	\$616.75
Engineering	Architect/Engineering Fees	32921	Hakanson Anderson Assoc. Inc.	101	43110	\$1,843.75
Engineering	Architect/Engineering Fees	32921	Hakanson Anderson Assoc. Inc.	101	43110	\$130.50
Engineering	Architect/Engineering Fees	32921	Hakanson Anderson Assoc. Inc.	101	43110	\$65.25
Engineering	Architect/Engineering Fees	32921	Hakanson Anderson Assoc. Inc.	101	43110	\$152.92
Engineering	Architect/Engineering Fees	32956	Hakanson Anderson Assoc. Inc.	101	43110	\$150.41
Engineering	Architect/Engineering Fees	32956	Hakanson Anderson Assoc. Inc.	101	43110	\$480.60
Engineering	Architect/Engineering Fees	32956	Hakanson Anderson Assoc. Inc.	101	43110	\$230.40
Engineering	Architect/Engineering Fees	32956	Hakanson Anderson Assoc. Inc.	101	43110	\$317.25
Fire Department	Bldgs/Facilities Repair/Maint	042814	Wright-Hennepin Coop Electric	101	42210	\$4.98
Fire Department	Clothing & Personal Equipment	2008951	D.E. Williams Shields	101	42210	\$398.00
Fire Department	Clothing & Personal Equipment	68610	Fire Safety USA, Inc.	101	42210	\$151.03
Fire Department	Clothing & Personal Equipment	68615	Fire Safety USA, Inc.	101	42210	\$221.77
Fire Department	General Operating Supplies	168275	Northern Sanitary Supply Co	101	42210	\$229.97
Fire Department	Motor Fuels	2364936	Lubricant Technologies, Inc.	101	42210	\$465.57
Fire Department	Motor Fuels	2364937	Lubricant Technologies, Inc.	101	42210	\$450.81
Fire Department	Personnel/Labor Relations	320473	First Advantage LNS Screening	101	42210	\$339.00
Fire Department	Refuse Removal	11291515	Ace Solid Waste, Inc.	101	42210	\$54.29
Fire Department	Telephone	050114	CenturyLink	101	42210	\$168.45
Fire Department	Telephone	050114	CenturyLink	101	42210	\$55.64
Fire Department	Telephone	050114	CenturyLink	101	42210	\$58.58
Fire Department	Telephone	050114	CenturyLink	101	42210	\$113.50
General Govt Buildings/Plant	Bldg/Facility Repair Supplies	462400	Ham Lake Hardware	101	41940	\$17.98

# City of East Bethel

May 21, 2014

## Payment Summary

Department	Description	Invoice	Vendor	Fund	Dept	Amount
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	15041	GHP Enterprises, Inc.	101	41940	\$345.00
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	455408-04-14	Premium Waters, Inc.	101	41940	\$52.40
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	124002	Robert B. Hill Company	101	41940	\$18.00
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	12502	Sowada and Barna	101	41940	\$320.00
General Govt Buildings/Plant	Refuse Removal	11291515	Ace Solid Waste, Inc.	101	41940	\$45.10
Legal	Legal Fees	04 2014	Eckberg, Lammers, Briggs,	101	41610	\$7,978.31
Legal	Legal Fees	135125	Eckberg, Lammers, Briggs,	101	41610	\$2,162.26
Mayor/City Council	Commissions and Boards	2014-8	Sunrise River WMO	101	41110	\$7,785.31
Mayor/City Council	Commissions and Boards	050714	Upper Rum River Watershed	101	41110	\$1,407.36
Mayor/City Council	Other Advertising	58179	The Courier	101	41110	\$25.00
MSA Street Construction	Architect/Engineering Fees	32915	Hakanson Anderson Assoc. Inc.	402	40200	\$230.00
MSA Street Construction	Architect/Engineering Fees	32917	Hakanson Anderson Assoc. Inc.	402	40200	\$93.41
MSA Street Construction	Architect/Engineering Fees	32918	Hakanson Anderson Assoc. Inc.	402	40200	\$920.60
MSA Street Construction	Architect/Engineering Fees	32952	Hakanson Anderson Assoc. Inc.	402	40200	\$135.00
MSA Street Construction	Architect/Engineering Fees	32954	Hakanson Anderson Assoc. Inc.	402	40200	\$1,697.77
Park Maintenance	Clothing & Personal Equipment	1132294123	G&K Services - St. Paul	101	43201	\$18.21
Park Maintenance	Clothing & Personal Equipment	1182282770	G&K Services - St. Paul	101	43201	\$18.21
Park Maintenance	Motor Fuels	2364936	Lubricant Technologies, Inc.	101	43201	\$895.34
Park Maintenance	Motor Fuels	2364937	Lubricant Technologies, Inc.	101	43201	\$386.41
Planning and Zoning	Professional Services Fees	828	Flat Rock Geographics, LLC	101	41910	\$1,040.00
Police	Professional Services Fees	103238	Gopher State One-Call	101	42110	\$50.75
Police	Professional Services Fees	04 2014	Gratitude Farms	101	42110	\$670.00
Recycling Operations	Professional Services Fees	05 2014	Cedar East Bethel Lions	226	43235	\$1,200.00
Recycling Operations	Refuse Removal	11291515	Ace Solid Waste, Inc.	226	43235	\$294.75
Sewer Operations	Bldg/Facility Repair Supplies	58250	Menards - Forest Lake	602	49451	\$71.29
Sewer Operations	Bldgs/Facilities Repair/Maint	042814	Wright-Hennepin Coop Electric	602	49451	\$22.95
Sewer Operations	Professional Services Fees	86012	UC Laboratory	602	49451	\$492.50
Street Maintenance	Bldgs/Facilities Repair/Maint	1132294123	G&K Services - St. Paul	101	43220	\$5.33
Street Maintenance	Bldgs/Facilities Repair/Maint	1182282770	G&K Services - St. Paul	101	43220	\$9.17
Street Maintenance	Bldgs/Facilities Repair/Maint	455408-04-14	Premium Waters, Inc.	101	43220	\$52.40
Street Maintenance	Bldgs/Facilities Repair/Maint	042814	Wright-Hennepin Coop Electric	101	43220	\$19.92
Street Maintenance	Clothing & Personal Equipment	1132294123	G&K Services - St. Paul	101	43220	\$19.40
Street Maintenance	Clothing & Personal Equipment	1182282770	G&K Services - St. Paul	101	43220	\$18.68
Street Maintenance	Equipment Parts	F-241250172	Allstate Peterbilt North	101	43220	\$48.27
Street Maintenance	Equipment Parts	1-241217	Pioneer Rim & Wheel Co	101	43220	\$357.62
Street Maintenance	Motor Fuels	2364936	Lubricant Technologies, Inc.	101	43220	\$2,220.46
Street Maintenance	Motor Fuels	2364937	Lubricant Technologies, Inc.	101	43220	\$167.44
Street Maintenance	Office Supplies	710326879001	Office Depot	101	43220	\$45.98
Street Maintenance	Refuse Removal	11291515	Ace Solid Waste, Inc.	101	43220	\$81.43
Street Maintenance	Shop Supplies	99187	Metro Products, Inc.	101	43220	\$226.10
Street Maintenance	Shop Supplies	266176	S & S Industrial Supply	101	43220	\$23.25
Street Maintenance	Sign/Striping Repair Materials	TI-0273097	Newman Signs	101	43220	\$859.83
Street Maintenance	Small Tools and Minor Equip	4041063738	BlueTarp Financial, Inc.	101	43220	\$99.98
Street Maintenance	Small Tools and Minor Equip	99186	Metro Products, Inc.	101	43220	\$179.56
Street Maintenance	Telephone	050114	CenturyLink	101	43220	\$68.32

# City of East Bethel

May 21, 2014

## Payment Summary

Department	Description	Invoice	Vendor	Fund	Dept	Amount
Water Utility Capital Projects	Architect/Engineering Fees	32919	Hakanson Anderson Assoc. Inc.	433	49405	\$360.00
Water Utility Capital Projects	Architect/Engineering Fees	32925	Hakanson Anderson Assoc. Inc.	433	49405	\$180.00
Water Utility Capital Projects	Architect/Engineering Fees	32955	Hakanson Anderson Assoc. Inc.	433	49405	\$106.64
Water Utility Operations	Bldgs/Facilities Repair/Maint	042814	Wright-Hennepin Coop Electric	601	49401	\$26.67
Water Utility Operations	Professional Services Fees	050214	Metropolitan Council	651	49401	\$3,300.00
Water Utility Operations	Surcharge Remittance	050814	MN Dept of Health	601		\$248.00
Water Utility Operations	Telephone	050114	CenturyLink	601	49401	\$106.22
Water Utility Operations	Telephone	050114	CenturyLink	651	49401	\$65.99
Water Utility Operations	Telephone	050114	CenturyLink	651	49401	\$118.52
						<b>\$63,003.20</b>
<b>Electronic Payroll Payments</b>						
Payroll	PERA					\$5,341.43
Payroll	Federal Withholding					\$5,301.76
Payroll	Medicare Withholding					\$1,757.52
Payroll	FICA Tax Withholding					\$7,514.64
Payroll	State Withholding					\$2,236.28
Payroll	MSRS/HCSP					\$3,989.54
						<b>\$26,141.17</b>



put into this property, we need those specifications in order to determine whether, in fact, the building department would allow that holding tank to go in. Also, in order to compare the valuations on these comparables, I need to see those and those have not been provided to me. Again, all I have are several e-mails. So, would I have the opportunity to look at those comparables?"

Davis, "There were no comparables discussed specifically at the meeting. It was just a general statement." Moegerle, "Are there any available at this time for me to compare?" Davis, "There were no comparables prepared."

Moegerle, "Okay, just based upon that, I think the argument is specious and falls on its face; however, we will continue. I'd like to give you a little bit of history with regard to this particular property. The property that is known to me as 553 Lakeshore Drive, which is known as Property ID #36-33-23-21-0266, is located at Coon Lake Beach. It is in the Shoreland Overlay District, its perimeter is about 50 feet from the ordinary high water mark of Coon Lake. The lot is approximately 7,300 to 7,500 square feet. The structure on the property includes a 28 by 16 foot 1940 cabin to which a 1985 addition, which include a garage and an area that was at one time used as a kitchen and a bathroom.

My husband and I purchased the property in February of 2013 for the purposes of creating green space and utilizing the garage area for indoor storage and garage purposes. For the past ten months or so, the property has been undergoing demolition. The first order of business was to remove the mailbox because the property was vacant and would never be a residence again, and to disconnect the septic system from the house.

All appliances were removed and turned in for recycling at the City's Spring 2013 Recycling Day at the East Bethel Ice Arena. Mr. Davis witnessed that and we have discussed it several times in between. Since May 2013 fixtures have been removed, interior walls removed, exterior cleared to allow for machines to remove the exterior walls, and for the septic system to be removed as well as the finger-drainage system, which encroaches upon City property. Whatever the value of the property was in 2013, it is decreased in value since that time.

On April 22, 2014, Mr. Tolzmann, Nick Schmitz, and Steve, whose last name I forget, the Building Inspector were permitted into the demolition zone for the purposes of examining the interior of the building.

Going back to, I think, what is public record with regard to this matter, is that in a document that I have and received dated April 8, 2014, regarding 2014 pay, 2015 assessment report authored by Mr. Ken Tolzmann, indicates that for adjustments to local land zones in East Bethel, were for Zone 7, Coon Lake Beach, minus 15%. From looking at the document associated with the Anoka County's property record for 553, the assessed value in 2014, payable in 2014, is \$44,300. Assessed value for 553 payable in 2015 is \$43,900. The total difference is \$400 from this year to payable last year. That is the value of less than 1%. It is .009 something. If the 553 property is assessed at the reduced rate indicated by Mr. Tolzmann as 15%, which is the value reduction for Coon Lake Beach, the property should be taxed at a value of \$37,655.

So, at this time, I counter the Council's motion with the request that the 553 property be reassessed consistent with the Assessor's 2014 pay 2015 assessment report. As a side note, our home in which we reside which abuts the property at issue did not decrease in value anything close to 15% but our taxes went up about \$200.

On April 2013, I appeared before this Board, constituted by different individuals, in part, to ask that the 553 property be reassessed for the purposes of reducing its taxes. I indicated that the property had been identified but not red-tagged by the City as being unlivable due to a failed septic system.

At that time, Mr. Tolzmann said, and I will refer you to the minutes from that date: *'I did review the*

*property prior to this assessment and made an adjustment to the land because there is no septic system on the property, and took a look at the condition of the house. It is 50% usable. They would have to remodel it and put in a well and septic. Moegerle, The land doesn't meet the high water setbacks and there are issues with the Shoreland Overlay District. Tolzmann, can the property be used as a residential property?' My response is not recorded but the answer was no. I continued, 'There have been a lot of discussions on that. My understanding is there would be more space for a septic system. You can't put a septic system in, but you can put it where the house was. The four people who tried to purchase it found this out. Davis, A holding tank is the only option for that property. There is no place to put in a system. Moegerle, A holding tank wasn't appropriate because of logistics, feasibility, and you have to pump it every month. DeRoche, What would happen with the retaining wall?' And, that point, it was no longer relevant to the issues of assessment of the value of that property.*

The following day, on April 18, 2013, Mr. Tolzmann stated: *'The property was inspected by me on August 8, 2012. At that time, it was noted that the property was vacant and the condition had deteriorated. Therefore, in my opinion, the current value of the subject at \$44,300 is appropriate. Moegerle, I spoke with Mr. Tolzmann and agree. And, I will abstain from any vote.'*

And then there is discussion of about how many feet is on that lot and is it lake or across the road. *'Moegerle, .16 acres or 7,500 feet or less. Tolzmann, There were a lot of questions about the well and septic and if they are not functioning and need to be replaced. How you do that I think was the subject of last week's meeting. The house is roughly half depreciated because of the condition of it.'*

At that time, Mr. Koller made a motion to approve the recommendation of the City Assessor for the parcel PIN #36-33-23-21-0266. Seconded by Lawrence, all in favor. Moegerle abstained. The motion was passed unanimously by all voting members for that reduction. Three of the four members that voted are on the Council today asking for the taxes to be increased as evidenced by their unanimous vote that was taken last Wednesday.

I reiterate that 553 is not fit and has not been fit for human habitation since it was purchased by my husband and I, Gary Otremba, on February 2013. It was not fit for habitation in 2013. Staff has told me that five engineering studies were done by various potential purchasers of the property to make it habitable by adding a septic tank or holding tank. None of these were able to bring the building into habitable condition without a variance, extreme expense, and uncertain result. As a result of the engineering studies and staff opinion of the unsuitable of the various proposed septic system and holding tank designs, each potential purchaser of the property for habitation backed out of the purchase negotiations. As a point of interest, the only reason we purchased it was because the bank contacted us directly and asked, as the abutting property owner, if we would purchase it. Since we are only interested in it as green space and the garage, that is reflected in the purchase price.

Should the Council proceed to determine, without specifications of particular holding tank design and placement, and determine that the property can now support a specific holding tank system, potential purchasers of the property that walked away from it based upon City's advice that it could not put in a holding tank that was feasible, reasonable, and financially doable, could possibly sue the City or the Council. Now, again, I came to this meeting because I was told that a holding tank could be put on that property, I have yet to see specifications from the Council with regard to what could be put on there.

I contacted the DNR and then they referred me to Bart Bierman, and, I may be wrong with regard to that. I do have his telephone number. And, I asked specifically with regard to this issue, because Nick Schmitz is on a holiday to celebrate an achievement of his daughter, just exactly what could be done about this holding tank. He stated specifically that to discuss this in terms of the holding tank, generally makes no sense. That for a Building Official to make a decision on this, a specific design, location of the proposal, would have to be put in place. As far as my husband and I are concerned, it is a non-sequester. We don't plan to habitate this place, it has no functioning fixtures, it will never have running water. Ken was there, I pointed it out to him, the shower surround which is just thick

with rust. The water is not potable. We plan to make no changes to the well, and the water remains connected up solely for the purpose of watering future plants that we hope to put in there, maybe yet this year. That, of course, remains to be seen.

So, without having a particular design for staff to determine that could be put on there, it is a non, it is meaningless for that regard. The other thing is that I was told there were comparables that showed that we were under paying our taxes. Those have not been presented here tonight so, again, I consider the argument specious. However, I did my due diligence because I wanted to see just what those comparables were, possibly could be, and to make those available and to pay the property taxes that would be reasonable.

And, so I checked with regard to properties on Elm Street, particularly, as well as for Forrest Road, and here is the summary I have, which is, the address which is 553 Lakeshore, the 28 by 16 foot original cabin, built in 1940, also had a 1985 addition of a garage, which also included a small bath with a shower, a combination, and also a kitchen. The 2015 value, payable, is \$43,900, payable per half, \$336.88 annual payment \$673.76. Again, this property is not habitable, it has no functioning kitchen, it doesn't have a toilet, it doesn't have a sink, it has studs down to the bare walls, and some remaining drywall as demolition is still pending.

With regard to another comparable, we have 455 Forrest Road, built in 1991, has a 2015 value of \$77,100, payable per half \$357.82. It is a residential homestead. It has a value of more than \$30,000 than what we are currently paying and only pays about \$20 per half more. The annual payment is \$715.65.

On Elm Road there is a 1950 homestead at 248 Elm Road. Again, it is a homestead. 2015 value is \$46,700, payable per half \$366.67, annually \$733.35. So, that property which is valued at less than \$3,000 more pays \$20 more per half than we do.

We have, finally, because I thought three comparables would be sufficient, I suspect there are more. A 1930 structure, a homestead, located at 253 Elm Road. 2015 value, payable 2014, \$67,200, payable per half \$334.11, annually \$668.23. This property, which is valued at almost \$25,000 more than our property, which is not homesteaded, vacant, and un-habitable, pays \$3 less per half than we do.

So, by no means, by these comparables, is the property under taxed. However, there is strong evidence that when compared with homestead properties, and I compared it with homestead because of the issue that was brought up about the septic system, which, of course, would make it habitable, to compare what that would be. And, since, based upon what was said at the 2013 Board of Equalization, did not say that it was inhabitable or didn't have a septic system, so I consider those fair and comparables. There were no other vacant properties that I could find. The three comparables are, as I understand, current habitations. So, we'll stand for questions."

DeRoche, "Well, for beginners..."

Ronning, "I'd like to start with something. Nobody is questioning your tax, how much tax you are paying or you're not paying. The issue is the marketable value, taxable market value. The work you've described, is that recent work? Or, is that..." Moegerle, "It's been on-going work."

Ronning, "What, are you operating under an active permit? An open permit?" Moegerle, "Yes, we are. Yes, and one of the things that, it operates with a demolition permit so long as you, you know, we are doing this slow as time and resources permit. Spoke with Nick about this. He said it is uncommon to take quite so long, but I said we had quite a lot to do. We are doing it as time permits. And, he said so long as you contact us every six months and you are actually making active progress towards it, perfectly fine. Yesterday he did ask me to send a letter of intent with regard to what the plan is and how much of the building is going to be demolished because as we indicated, the garage will be left standing. Part of the delay is because there is some necessary discussions that must go

on with staff. It is grandfathered in as a legally non-conforming. Is that correct Jack?"

Davis, "No, the house is not legally non-conforming. But, if you tear the house portion off, then it becomes an accessory structure and that becomes legally non-conforming."

Vierling, "The [redacted] is non-conforming. I wouldn't say it becomes legally non-conforming." 21:15

Moegerle, "So the issue is that if we remove 50% of the value, or 50% of the space and Ken and we were discussing this yesterday, it looses grandfathered. And, if you take off so much in those kinds of things, so there was going to be discussion about exactly how much would be removed. So, those discussions are on going as well as several other issues regarding the removal of the septic system and the encroaching finger system."

Ronning, "You took a permit out February 21, 2013?" Moegerle, "Uh huh." Ronning, "And, a 180 day permit?" Moegerle, "Uh huh." Ronning, "Is there any documentation on file of any extension of any kind?" Moegerle, "Is, what I spoke with Nick and Mr. Tolzmann..." Ronning, "Um, that's fine..." Moegerle, "Let me finish." Ronning, "I'm asking about documentation."

DeRoche, "Ms. Moegerle. Let him speak." Moegerle, "Let me speak." DeRoche, "He didn't interrupt you." Moegerle, "Let me speak." DeRoche, "You know what, you're out of order."

Ronning, "When will it be my turn?" Moegerle, "I'm trying to answer this question."

Ronning, "I didn't ask a question." Moegerle, "Yes you did, you asked if there's any paperwork." Ronning, "Yes, I did, that's correct." Moegerle, "That's correct. I don't have the paperwork. That is kept within City files. Mr. Schmitz showed up, he indicated that I was in compliance because I continued to contact the staff with regard to that matter. So, it is my understanding that yes, I am in compliance with the demolition permit and all he requested was the letter of intent. How does that impact my valuation, sir?"

Ronning, "Well, it's been 14 months. I don't know how much time is allowed, if it's 14 months, 6 months, 14 years, whatever. Are you heating the place?" Moegerle, "No." Ronning, "You're not running it, any gas through there?" Moegerle, "It is turned off at the gas meter. The electricity will be turned off officially by the end of the week. But, it is turned off into the circuit box."

Ronning, "When was the gas turned off?" Moegerle, "It's been off at the meter, I don't know. Do you know?" Otremba, "23:27 (off mic) [redacted] so nothing will freeze up." Moegerle, "Because we have, we have storage and vehicles in there. So, we needed to keep those warm." Ronning, "So, the gas is operating." Moegerle, "Pardon?" Ronning, "The gas is active." Moegerle, "At the meter but it is turned off now." Ronning, "When did 'now' start?" Otremba, "23:50 (off mic) [redacted] we got the heat on until it got warm."

Ronning, "You were using the home?" Otremba, "No, we kept it above freezing because I've got storage things in there." Moegerle, "It was acting as a heated garage. In fact, we are not going to be removing the gas service from the house from that so we can have a heated garage. There is no requirement for the gas to be removed."

DeRoche, "Well, the accessory structure is something we're not discussing tonight. That will come up at another time." Moegerle, "I'm sure it will."

Ronning, "As far as anybody knows, has the City been kept up-to-date what the progress is with the building?" Davis, "I would have to speak with Nick on that. It is my knowledge that the permit was pulled in February and I don't know if there was a request for an extension or not. Generally, though, we do work with people, you know, if they don't get done on certain things like this. It is our policy to work with them to try to get it done. As far as what documentation there is, I can't say."

Ronning, “This has turned into 14 months, 14 months and 2-3 days.” Moegerle, “How does this address the equalization and valuation of this property?”

Ronning, “What we’re trying, you had a permit to tear the building down so...” Moegerle, “A portion of it, yes.” Ronning, “A portion? What portion were you going to leave?” Moegerle, “Well, that hasn’t been decided yet because, as I’ve indicated, that’s a discussion that needs to be held with staff. I’ve got a call in to Colleen Winter on that with regard to that, at Nick’s advice yesterday. He hadn’t been in the property ever, that I know. And, I wanted to show him the status of the demolition. And, he suggested that a meeting would be in order so that we can discuss the ramifications of where, exactly, that would occur. However, the interior is demolished in usual construction demolition style.”

Koller, “What year was it built?” Moegerle, “The 28 by 16 portion, which is the most eastern portion, was built in 1940 or thereabouts. The garage and the kitchen/bathroom portion was built in 1985 and that is what you see when you pull up the information on this property.”

Koller “Was there an asbestos abatement on it?” Moegerle, “There is no asbestos.” Otremba, “No **26:19 (off mic)**. Moegerle, “Because they remodeled it when they...” Otremba, “85 they remodeled the whole house.”

Ronning “Okay because I was going to say, sheetrock does have asbestos in it.” Otremba, “They remodeled in 1985.” Ronning, “Okay, because I’m a licensed inspector.” Moegerle, “Sure.”

Ronning, “And tile? Floor tile? Same thing?” Moegerle, “It is ceramic floor tile.” Otremba, “It was all put in in 1985. Before that it was a cabin with no insulation, no nothing.”

Moegerle, “The only linoleum on the property is the cache of debris that somebody dumped on the property outside the premises.” Otremba, “We didn’t dump that.” Moegerle, “Yea, we didn’t dump that and it’s not ours.”

DeRoche, “All right, well, I don’t want to turn this into some big long lecture, whatever, because there’s information. Ken, I’d like to give you these to take a look at. These are actually three comparables that I looked up.”

Moegerle, “Now, I was just told there were not comparables.”

DeRoche, “One is 563 Lakeshore.” Moegerle, “I’m sorry, say again?” DeRoche, “563 Lakeshore, 852 Lakeshore, and 315 Lakeshore. And, he has all the information on them. Just to get back with the minutes that you read, I have a copy of the minutes here and I was reading along and for some reason, there are a lot of different words from what you read and what I’ve got here. And, this was the date of April 17.”

Moegerle, “Well, I’m looking at the document I printed it off this afternoon, probably at 4:00 p.m.” DeRoche, “Here it is. Those are the minutes.” Moegerle, “See, this is the section with regard to Heidi Moegerle with regard to, I think that’s the 17<sup>th</sup>, on Page 8 of 9, and then with regard to, I’m sorry, that was the continuation. And, the second was this here, I only read you the relevant parts because why waste your time. DeRoche, “I think it’s all relevant.” Moegerle, “Pardon?” DeRoche, “I think it’s all relevant.” Moegerle, “Well, you can.”

DeRoche, “You’re doing things...” Moegerle, “Well, okay, I have a reason. I have an issue. In February we purchased 553 Lakeshore, this is adjacent to our property. There were a couple of offers on this, all the sales failed because the septic system on the property failed. No one could find a way to put a septic system on the property. The realtor came and asked if we would like to purchase it as a green space. It was actually the banker, not the realtor. In 2011, the septic system failed. It was not feasible or possible to get it up to standards. In February 2013 we did a permit to

demolish the building. I talked with Mr. Tolzmann about, to reassess the 2014 because the realtor, mortgage company didn't bring it to the Assessor's attention. We want it listed un-habitable and reassess when it is demolished. And, that picks up where I highlighted and left.

DeRoche, "You forgot a couple parts." Moegerle, "I'd like to see the **29:09 (off mic)**, if I might?"

DeRoche, "Okay, I'm going to read this into the record. This is kind of after, '*...didn't bring it to the Assessor's attention, we want it listed as uninhabitable and reassess when it was demolished. Tolzmann, I did review the property prior to this assessment and made an adjustment to the land because there is no septic system on the property, and took a look at the condition of the house. It is 50% usable. They would have to remodel it and put in a well and septic. Moegerle, The land doesn't meet the high water setbacks and there are issues with the Shoreland Overlay District. Tolzmann, can the property be used as a residential property? Moegerle, There have been a lot of discussions on that. My understanding is there would be more space for a septic system.*' I don't quite understand that. '*You can't put a septic system for a system.*' And, I'm reading from the minutes here, okay?"

Moegerle, "I've complained about them often enough."

DeRoche, "Well, just let me finish reading here, okay? '*...The four people who tried to purchase it found this out. Davis, A holding tank is the only option for that property. There is no space to put in a system. Moegerle, A holding tank wasn't appropriate because of logistics, feasibility, and you have to pump it every month. DeRoche, What would happen with the retaining wall? Davis, The City granted the owner a license to use City property for their drainfield*' That would be the previous owner and when the house was foreclosed on, and he left, then that contract was null. Okay? '*Moegerle, That is an agreement for system in the right of way. That system was put in without a permit. There are all limits on issues of the property. Because our name is not in the property records yet, since we closed in February, I wanted to bring this to Tolzmann's attention here. Tolzmann, Hopefully can get the issues resolve.*'

And, before you interrupt again, I brought this up because I've been asked by people over there that have looked at the property and were going to buy it. And, they were actually going to pay more because they were going to use it. They were going to look into putting in a holding tank and they were doing to live in it. They were told they couldn't do that. Now, where they got that information is beyond me. But, you know what, someone told them that. And, as far as I'm concerned, people ask me, well how can their taxes be so low. Well, you know what? I'm on the Board, I'm going to ask that question and that's exactly what we're doing. When it was brought up at the last meeting, last year, it was the intent, and I'm sure that everybody voted because it was under the assumption that you bought it, you were going to tear the whole building down, remove the septic, and there would be nothing there. And, that's why the valuation went down as low as it did. Now, if those plans have changed, well, that's fine but I think then somebody needs to let the City know. And, as far as what your conversation with Nick, as far as I'm concerned, is hearsay because Nick is not here to say what he said, what he didn't say."

Moegerle, "Tolzmann's here as a witness."

DeRoche, "And if there has been, if it has been used for storage, then to me, when you came in and got a permit to demolition it, it was my assumption the thing would be demolished. Demoed, there wasn't going to be heat over the winter, it wasn't going to be storage, it wasn't going to be anything else. So, as far as I'm concerned, I would like the County to take a look at it. Take a look at the paperwork, take a look at the comparable properties. I did and if they say that it's good to go, then that's the way it is. But, if they don't, then so be it also."

Moegerle, "May I respond? DeRoche, "Absolutely."

Moegerle, “First of all, the conversation with regard to the demolition permit was, as I indicated, Mr., you’re saying that’s hearsay and so be that. What you assumed, I have no control of and you know that the risk of assuming is. What, I would like to address, with regard to this, is that these comparables that you indicate. First of all, the comparables that you have, like the ones that I indicated, are all residential homestead properties. That’s apples-to-oranges. And, the property that is very clear with regard to 553, which is 36-33-23-21-0266 PIN number, is not a residential homestead. It is a 4-BB1 Residential non-homestead single unit. The property values for PIN 36-33-23-23-0098 also known as 852 Lincoln Drive NE, it had market value in 2013 at \$62,300. It has now a property value of \$62,700. Congratulations, their property went up \$400. Again, it is residential, it has functioning water, it has utilities, it has electricity, it has a kitchen I would assume. I would imagine it has fixtures and appliances. I’m sure the walls are intact, that they are not bear standing studs. I would guess that any other habitation, again, is not going to be comparable. We have 33-33-23-12-0334, also known as 315 Lakeshore Drive, built in 1927. This lot size is substantially larger than what we have. It is 110 by 125 and 100 by 48. So, that is substantially than 7,300 square feet. The 2015 tax assessment for that one is \$80,500. Substantially, almost twice what the 553 property is, and its tax is \$461. So, that property is \$40,000 more valuable, its use is a habitation, from what I understand, or could be because it’s shown as a residential homestead, and it pays \$200, no less than \$200 more than our property, which is valued at less than half. Oh, and the first property, that 563 Lakeshore Drive, that was built in 1924, on the record there it indicates it has an irregular lot size so I have no idea what that means but I’m sure that can be figured out by GIS. Finally, the comp that is 852 Lincoln Drive...did I go over 852? Pardon me? 852 Lakeshore, built in 1969, it has a lot size 85 by 100 plus 40 by 115. It’s probably half again the size of the lot that we have. The year built is average between the 1940 and the 1985. Its value is \$62,700 and payable by half \$316 and annually \$362 dollars. So, comparing that 852 Lakeshore with the 553 Lakeshore, the valuation is a difference of \$18,000 and that property pays \$40 a year less than what we pay. So, I don’t find that your comparables are...”

Ronning, “You’ve spoken roughly 25 of the last 38 minutes. We’re not going to get anyplace if you continue like this.” Moegerle, “This was scheduled for 45 minutes and I’m being responsive to questions and information presented.” Ronning, “You didn’t start with any questions, you just rambled on for 15 minutes to begin with.” Moegerle, “I get to present evidence. Proceed.”

Ronning, “Is it your position you did or did not say that ‘we wanted it listed as uninhabitable and reassessed when it was demolished?’” Moegerle, “I have no idea.” Ronning, “It’s on your minutes.” Moegerle, “I understand it’s in the minutes. And, I’ll have to double check to see if I voted to approve these minutes.” Ronning, “That doesn’t matter. They are the minutes. If you didn’t approve, if you didn’t vote for them, it doesn’t mean they are no good. Moegerle, “No, but what I do...” Ronning, “No, but what.” Moegerle, “Do I get to respond?” Ronning, “No, this is getting old. You’ve been running this...”

DeRoche, “Let’s get it under control again.” Moegerle, “I don’t agree with that.” Ronning, “Hold it.” Moegerle, “I don’t agree.”

Ronning, “That’s fine. We have to come up with some kind of an answer. We’ve asked. Based on what I see in the information and what have you, I’d make a motion.”

**Ronning made a motion to move the question of the tax valuation of 553 Lakeshore Drive to the County Assessor to consider what the value should have been this past 14 months and what it would be on going.**

Moegerle, “Mr. Tolzmann, do you have an opinion on the value of the property?”

Tolzmann, “Do you want me to speak?” DeRoche, “Sure. And, I guess I’d like you to speak on what it was valued at prior to the started demolition. Especially in light of the fact that had one of the people that purchased it down the line put a holding tank in there, they could have lived there.”

DeRoche, “Ms. Moegerle, would you please take a seat while he’s speaking?”

Tolzmann, “...in August of 2012. At that time, it was a bank owned property. It was vacant and I viewed the property along with the other properties in the Coon Lake Beach area. It was part of the quintile, which means I was doing a total review of that area. At that point, the value on the lot was about \$32,000. I believe the value of the buildings and total value was around, I’d have to look it up, I think it was around \$80,000. Right in that neighborhood. So, at that time, I put the value in that it was about 50% depreciated based on a year built of 1985. That fall, I had a call from Ms. Moegerle just indicating to me that the property, the septic was not functioning on the property and that it couldn’t ...I believe, don’t quote me on the words here...but it couldn’t sustain a septic system. She provided some documentation to that effect. So, what I did do is I did make an adjustment for the fact that the property could have a holding tank. But, the fact that there was no septic system there would severely impact the value of the property. At the time that, this past week, Nick, Ms. Moegerle, and myself, and Steve, the other building inspector, I was able to get in to take a look at the property. And, discovered that it was built in 1940. Our records showed it as being built in 1985. I did make a change to the record on that, the fact that it was built in 1940. Also, looking at the inside of the building, my assessment of it was that the property, the structure, on the 1985 portion, was probably a little better condition than I thought it was so I backed off on the 50% rate that I had on it before and I’m going with 30% after that inspection. Overall, the value hasn’t changed. The new value that I came up with after the inspection this past week was \$44,700 versus the \$43,900 that it was before. I think what the Board needs to consider here is what would someone pay for this. The record shows that Ms. Moegerle paid, I think it was \$6,000 for the property. My opinion was that it was worth considerably more than that. What would someone pay had they known that they could put a holding tank in there? I guess I’m not prepared to answer that question but I certainly feel comfortable that I reviewed the property and basically called it the way I saw it. That the property was worth right in that, basically what I thought it was worth, \$43,900 is what we have posted for the pay 2015 assessment. Does anyone have any questions?”

Vierling, “Just a quick one Ken. For the record, and to deal with the obvious, the Statute requires you to assess the value of property as of what time? What period of time for tax values? Isn’t it January?” Tolzmann, “January 2<sup>nd</sup> of 2014.” Vierling, “That would be for payable 2015 and vice versa 13 for payable 14?” Tolzmann, “Correct.” Vierling, “Okay.” Tolzmann, “Correct.” Vierling, “And, you had indicated, I believe the last time we were here that you had adjusted the value from 13 payable 14?” Tolzmann, “I believe that was the result of the quintile that I spoke to earlier. When I was at the property in August of 2012, that value would have been posted January 2 of 2013 for payable 2014.”

Vierling, “Okay, and for the record, would the demolition permit that was referenced in these discussions here tonight have anything to do with your reassessment of the value of that property from 13 payable 14?”

Tolzmann, “At the time I was out there, back at the first of the year, this past year, the permit was taken out in February of 2013. I was out there at the end of 2013. The structure was still there. I didn’t see any activity going on. No trucks in the driveway or anything like that. So, I checked it to come back at a later date. So, that was, for the record, that is what I saw at that time.”

DeRoche, “I’m sorry, did you say you saw no trucks in the driveway?” Tolzmann, “No trucks. I didn’t see, I don’t recall seeing any, you know, dump trucks. The type of thing that would indicate there was a demolition in progress”

Moegerle, “May I ask a question?”

Vierling, “I’m not done yet. Mr. Tolzmann, again, follow up because I wasn’t sure that you responded to the question I had. You said you had been to the property and you didn’t see any

demolition in progress and then you marked it for follow up. Or, you were going to follow up later on?"

Tolzmann, "Follow up this year. Typically people will take out a permit and if it's not done, I'll come back a year later just to see if it ever did get done."

Vierling, "I understand that. But, again, I just want to make sure the record is clear. Relative to the permit that was actually issued in February of 13, that you saw no activity on when you were on the property, did that permit itself in 13 at all influence your decision to value the property in 13 for payable 14?" Tolzmann, "No. It didn't. I left the data, the physically characteristics, the same because there's been no change in the property." Vierling, "Thank you, that's what I wanted."

Tolzmann, "Any other questions at all?"

DeRoche, "Any questions?"

Moegerle, "May I make a closing comment?" Ronning, "Closing comment?"

Moegerle, "Yeah. This demolition seems to be an issue. With regard to this, we had to get trees out of the front yard in order to get heavy equipment in to remove the septic system and those kinds of things. So, that was a part of the demolition. We didn't like taking down the trees, but in order to get the septic system out and clear out the finger system, that was necessary. The interior demolition, all of the materials except for those items that were taken to the Recycling Center in the spring of 2013, are in the building. We felt that it would be a disservice to the community to open up the exterior of the building and have all of that exposed on going. There's issues of abatement, of having stuff fly out and litter the lake, and those kinds of things. So, we've done that all interiorly but it's an on-going issue with regard to what happens with the demolition because it's always been that we're going to leave the garage because it is in a good condition. That is a conversation that still must be discussed about grandfathering in and what happens if you have an accessory structure that is not on a property. Or, do you add it. It's a complex thing. It's not because we've been 'sleeping on our right,' it's because we're doing this in a measured way. In a way we don't want to be a blight."

Ronning, "You appear upset, to me any how." Moegerle, "I'm not upset at all." Ronning, "Well, the way you keep talking, talking, and talking and rebutting and rebutting and rebutting shows a little bit. But, at any rate, he made it clear that he was answering, this came up as a result of residents asking questions about whether the property, why the property is taxed less than theirs."

Moegerle, "They're welcome to ask."

Ronning, "Is that a reasonable question for people?" Moegerle, "I think they should ask the property owner." Ronning, "No, I'm not going to ask the property owners. They have requested that your property be reviewed." Moegerle, "Who's 'they.'?" Ronning, "They is the 'little people in the sky' or something." DeRoche, "It's immaterial Heidi. We don't need to bring in people's names." Moegerle, "They're welcome to come and ask me what the status is of the demolition."

Ronning, "No, they asked us." Moegerle, "Us? So, is this a violation of the open meeting law?" DeRoche, "No."

Ronning, "This was brought up at the last meeting, the one you missed. Moegerle, "Yeah, where the snow storm?"

Ronning, "Would you quit interrupting? Or, at least would you please stop talking when I'm interrupting? This is a reasonable request for people in your neighborhood, or whatever neighborhood, that's affected by the tax structure to ask why are your taxes less than theirs."

Moegerle, “And, I’d like to know why my taxes are more than others. I’m interested that at out of 5,000 taxable properties, I’m the only one that’s being increased.”

DeRoche, “All right, there was a motion made to move this ahead.”

**Seconded by DeRoche for discussion purposes.**

Koller, “We need some kind of closure to this.”

DeRoche, “Any more discussion? To more this ahead to the County and let them review the situation? All in favor?”

**Vote: 4 ayes. Motion carries unanimously.**

**3.0  
Adjourn**

**DeRoche declared the Board of Appeals and Equalization adjourned at 6:50 p.m.**

DRAFT

## EAST BETHEL CITY COUNCIL MEETING

MAY 7, 2014

The East Bethel City Council met on May 7, 2014 at 7:30 PM for the regular City Council meeting at City Hall.

MEMBERS PRESENT:      Bob DeRoche              Ron Koller              Tim Harrington  
   Heidi Moegerle              Tom Ronning

ALSO PRESENT:              Jack Davis, City Administrator  
   Mark Vierling, City Attorney

**Call to Order**      The May 7, 2014 City Council meeting was called to order by Mayor DeRoche at 7:30 PM.  
**Pledge of Allegiance**      The Pledge of Allegiance was recited.

**3.0 Adopt Agenda**      **Harrington made a motion to adopt the May 7, 2014 City Council agenda. Moegerle seconded. All in favor, motion carries unanimously.**

**4.0 Presentation**      Davis presented the staff report, indicating the City of East Bethel managed and operated the City Ice Arena with City staff until 2006. From 2006 to 2008, the City contracted with the National Sports Center for management services for this facility. The National Sports Center declined to exercise their option to extend their contract at the end of the 2008 season. As a result, the City solicited other management proposals for operation of the facility and awarded the contract to Gibson Management Company, LLC, for a one-year period. The contract for the Gibson Management was extended in 2009 to 2011 and another extension was granted in 2011 to 2014.

City professional service agreements are evaluated, generally, every five years and additional requests for services are solicited to ensure the City's receiving the best value for both the cost and benefit that's being offered. The Request for Proposal [RFP] that was advertised for this service was advertised in the *Anoka Union*, the City website, and the Minnesota Ice Arena Managers Association. There have been four inquiries regarding the RFP from:

- 1) Ring Management Services Corporation
- 2) The National Sports Center
- 3) North Metro Community Association
- 4) Gibson Management, LLC

Ring Management Services Corporation is a national company that manages approximately 40 rinks throughout the United States. They currently manage the rink in Vadnais Heights and their representative lives in Blaine.

The National Sports Center manages 8 sheets of ice at their Blaine location and, as stated above, operated our rink from 2006 to 2008. Even though there was initial interest on their part, The National Sports Center informed the City that they would not be submitting a proposal for this contract.

North Metro Community Association is a local non-profit 501(c)3 corporation composed of the Saint Francis Youth Hockey Association along with other youth sports groups and local business leaders that are dedicated to increasing participation in hockey participation as well as other sports.

Gibson Management, LLC is the current management contractor of the City Arena. They have managed this facility since 2008.

The City Ice Arena was able to post a positive fund balance for the first time in 2013. The goal of the City is to operate this facility at no less than a break-even point with no taxpayer subsidies. This position was made clear to all those who have submitted RFPs.

Aside from outsourcing the management of the Arena to an independent contractor, as we have done since 2006, the City could consider the following alternative options: leasing the facility outright or hiring a contract manager and operate the facility under the umbrella of the City.

The major issue with leasing is protecting the City's investment in the facility and establishing responsibilities for maintenance of the equipment. Directly contracting the management as a City function, while a consideration, could create a position and role that has the potential to expand well beyond its anticipated purpose and produce an additional level of management and possible expense.

At the conclusion of the presentations tonight, staff recommends Council consider approval of a contractor to provide management services for the City Ice Arena and direct staff to negotiate a contract for these services for Council consideration for approval at the June 4, 2014 City Council Meeting.

At this time, I would like to ask the representative from the Rink Management Services Corporation to come forward and present their proposal.

Randy Peak, "Good evening. My name is Randy Peak. I work with Rink Management Services Corporation. I'd like to take the opportunity to thank you for reviewing our bid proposal and I would like to point out three things that Rink Management brings that we feel are imperative to the success of operations of ice arenas. First, Rink Management, as earlier stated, manages 40 recreational facilities, 32 of those being ice arenas. Further, Rink Management is a systems-based organization, and finally, Rink Management uses gap standards for accounting. These practices will provide timely and accurate P&L statements and balance sheets, which will be provided on the 15<sup>th</sup> of the month. That was a brief overview at this time. If there's questions, I'd be welcome to address them."

DeRoche, "Have you been to the Ice Arena?" Peak, "Yes, I have."

DeRoche, "I was kind of looking in here. What proposed changes do you think you would have to make to turn it around and be a profitable?"

Peak, "Well, I—the key elements with facility management in particular ice arenas, first is you need to meet with your user groups. The second thing you need to do is also take a look at what community programs you can do, and then you've got to think outside of the box a little bit, whether it's programming of different sports, such as broomball, and then take a look at non-ice sports, such as dry-floor activities to see if you can bring in additional

revenues to the building. A final component of what we would do is we'd take an active approach in looking at board advertising and different sponsorships for the building."

Moegerle, "To follow up on that, you talked about the special events programming, which is wonderful, but without the ice there is no air conditioning there." Peak, "Uh-huh."

Moegerle, "So thinking outside of the box, I mean, what would you suggest might work during the summer months, no ice, no air conditioning? What might be an example of where you would look?" Peak, "Well, I think first community based. There's things such as kids' garage sales, different activities you can do for selling maternity clothes. There's a lot of different craft shows you can do, albeit it can get a little muggy in the facilities. I think with the right atmosphere, you can make it fun for the people. As far as sporting activities, there's anything from boxing matches to lacrosse practices, realizing you might need turf for that, but it's really outreaching to user groups and to different community members to see what needs are out there to try to expose those opportunities and create them for revenue flow for the City."

DeRoche, "I noticed most of your clients are rather large." Peak, "Uh-huh."

DeRoche, "East Bethel Arena's kind of small, and how do you see the potential of this Arena without a large capital investment being able to get up to what some of these other ones are?" Peak, "Well, one of the things that we would do through social media, through Facebook, through Twitter, Constant Contact would be to, again, try to bring out—you know, think outside of the box for these facilities to capture some events that come in. There's untapped markets out there that may or may not know that this facility is there for them. It's our job to try to find them. I started managing a facility at Centennial Sports Arena 25 years ago. Twenty-five years ago, Lino Lakes was a small facility that nobody knew of, and if you look at it today, you know, that's grown into part of the metro area and, you know, had to start with baby steps, working with the school districts, working with the community members, and, you know, starting to build a base there and growing upon that."

DeRoche, "Now, we have the Sports Ice Arena, Schwans, whatever you want to call it, down there in Blaine. That's kind of a major competition, wouldn't you think?" Peak, "Absolutely. There's 8 sheets of ice down there and a fieldhouse. I'm familiar with that facility as well. I've worked there for 10 years. Living in Blaine, I'm familiar with the area here. I've done programming here with youth leagues 10, 15 years ago here at East Bethel. So, you know, again, it's taking an approach and really going after the community and meeting with your user groups and your major stakeholders of this building to find out what untapped markets are there and then maximizing the current user groups that we have. It may be neighboring—working with neighboring communities or hockey associations to see if there's other ice needs that can be met. Are the lacrosse teams out there that need to be addressed? There's different components to these facilities and our approach would not be to hope to fill in rings; rather it would be to go out, find those user groups, set up meetings and find out what those needs are and see what we can do to address them."

DeRoche, "Well, I guess to get right to the point, without you have not a feasibility study, maybe you have, one of the concerns of the City's is our capital investment. This think has been kind of a drain for awhile and now it's even, am I correct, Jack?" Davis, "We were in the black for the first time ever this year."

DeRoche, "So, you know, one of the things we have to look at is what's it going to cost us

to bring around to your ideas.” Peak, “Sure.”

DeRoche, “Because if your—if you folks put the money in it and for some reason you leave or the contract’s up, you’re going to want that money back, I would think, or a portion of it. I’m not quite sure how that would all pan out. So that is—you know, that’s something we have to look at here also because we don’t know any. Heck, if it isn’t turning into a ‘barn burner’ we had problems.” Peak, “Um hmm.”

Davis, “Randy, I think one of the basic questions is that we’re looking for an answer for is, you know, what assurances can your company provide that you can generate the revenues in excess of your management fee cost to make this a self-sufficient or self-sustaining operation.” Peak, “Um-hmm. I—I think to simply answer that, it’s the networking and staffing that Rink Management brings. They have 23 full-time staff personnel to work on the social media, to work on the website. Susan Mohs from their corporate office lives in St. Cloud. She’s very active in, as I mentioned, the social media. Our goal would be to find ways, again, to outreach to not only the user groups of the past, but how do we get involved with the different community members that not only are from East Bethel but in neighboring cities.”

Davis, “Is your proposed management fee that’s listed in the proposal, is that negotiable?” Peak, “It is.”

Ronning, “A lot of these questions are very impossible, difficult to answer. What do we need and, as far as just general statements, what kind of shape are we in compared to what we should—you would think we should be in?” Peak, “Well, I think the first thing that I would ask and take a look at is how are the youth hockey numbers. Are the youth hockey numbers growing? Are they decreasing a little bit? You know, where are the numbers in youth hockey and what can we do to increase those numbers? You know, what learn-to-skate programs are out there? What are we doing for introduction to hockey? What are we doing to introduce kids to hockey? Because we all know hockey’s a very, very expensive sport, so there’s got to be different avenues to find ways to introduce kids into hockey to get them playing, and once they start playing, then they continue into the shoulder season, you know, the early fall and the spring hours for additional revenue flow for ice rentals.”

DeRoche, “Ron, have any questions?” Koller, “Not really here. It’s all pretty well laid out here.”

Ronning, “How many states are you in?” Peak, “Seventeen.”

Ronning, “Seventeen states. With what kind of a management service group for size?” Peak, “I’m not sure of the question.”

Ronning, “How many employees?” Peak, “There’s up to 1,600 part-time employees.” Ronning, “Okay.” Peak, “Yeah, it’s a very large organization. You know, a lot of those are, you know, counselors, camp directors, learn-to-skate instructors. Their main corporate office is 23 full-time people and some of those are headquartered in Virginia, others are headquartered throughout the United States. So the support base is there to maximize the efficiencies with staff, where an on-site arena manager can focus on managing the building, working with the customers, finding ways to increase revenue flow, not worrying about the HR because there’s an HR Director in corporate, there’s a marketing person in corporate, there’s a website person in corporate. So a lot of efficiencies through corporate that allows

the rink manager to do more of the rink managing, as opposed to having to wear all the different hats that you see with running a facility.”

Ronning, “And that’s a pretty reasonable concern. We’re going to be the smallest fish in the big sea. So—but that’s a good answer. Thank you.”

DeRoche, “How many other cities with a rink of this size do you work with or have you?”  
Peak, “Well, there’s different work. Some are with, you know, working with indoor parks at malls where it’s—a lot of it’s just simply open skating and some of the creativity there is, you know, working with Cartoon Skate and doing something different than just having public skate. You have to get, you know, cartoon characters out there to create different excitement for open skating. Open skating in Minnesota’s viewed boring because it’s skate in circles, you know, and a lot of kids have opportunity to play hockey here. So you have to think outside of the box a little and do certain activities to attract kids to come to the rink. Could be birthday parties. But doing something just a little different always is an advantage and the experience that they’ve had with, you know, creating these as I call them cartoon skates with different cartoon characters on the ice has been very successful.”

Moegerle, “Could you list one of your properties that you manage that would either be most like East Bethel or one that you just recently have taken over and there’s transforming so we could kind of look at the website?” Peak, “I think one that comes to mind right now is we’re in the process of doing a consulting with Red Wing. Their challenge is actually they have two ice arenas and they want to go down to one because they don’t feel they have enough interest in one facility. So they’ve asked us to do a feasibility study on what the difference would be between two rinks and one rink, but what their concern is, they’re seeing an aging population and their concern is that they don’t have enough interest in hockey and the figure skating community to even support one rink.”

Moegerle, “Are you actively managing that one at this time?” Peak, “Just consulting right now.”

Moegerle, “Just consulting?” Peak, “Yup.”

Moegerle, “What one would you be actively managing that I could look at your website to see what you’ve done?” Peak, “The one that I’m personally doing is at Vadnais Sports Center.” Moegerle, “Okay.” Peak, “And there’s plenty to look up on that one.” Moegerle, “Okay. Good to know.”

Koller, “Now, the negotiated fee.” Peak, “Yes.” Koller, “It looks like here that doesn’t include, like, the website?” Peak, “That would all be inclusive, yes, it would.” Koller, “Okay. Well, here they have prices for the website postings.” Peak, “The fee would be for all the part-time staff, the manager, and then the management fee would be inclusive of that.” Koller, “Okay.”

Moegerle, “I noticed on the Red Wing Town Complex, you offered free wifi. Is that something that East Bethel is missing, not having wifi there for the parents to check their Internet?” Peak, “Well, that’s more of a skating park, so, where you’re going to get more of the parents dropping the kids off and, you know, wanting to look up things on the Internet.”

Moegerle, “Okay. Wanted to know if we missed an opportunity or overlooked something.”  
Peak, “Sure.”

DeRoche, “So basically the \$94,000 is just kind of the base price, the emailing, the social media, everything is add-ons to that, kind of like a menu, right? We’re going to get the main course, but if we want side dishes here—you know, that’s what we have to figure out is what’s it going to cost us, what are we going to be obligated by contract to take.” Peak, “Uh-huh.”

DeRoche, “You know, I mean, if you guys come in and say, ‘Well, we want this, this, and this done,’ it’s what it’s going to cost and you have to do it. We say, ‘Well, wait a minute, um, we need to figure out how we’re going to pay for this first.’” Peak, “I guess to answer the question is the \$94,500 would be all part-time staff, an on-site manager, plus all the administrative support. So there would not be additional costs.”

Ronning, “Then we have to bear—bear in mind this is kind of an introductory fact-finding consideration. We’re just scratching the surface to—for—out of curiosity, heavy curiosity.”

DeRoche, “Well, got to ask questions up front.” Ronning, “No, I’m not criticizing questions. I’m just—there’s only so much.”

DeRoche, “Anybody else have any questions? Thank you very much, sir. We’re going to...”

Davis, “Thank you, Randy.” Peak, “Thank you.”

Davis, “North Metro Community Association. Is there a representative here from the North Metro Community Association to give a presentation?”

Ronning, “Did they know about it?”

DeRoche, “You’re shaking your head. Do you know somebody that’s from North Metro?” Audience member “I’m not sure why they aren’t here.” DeRoche, “Do you have any way to contact them?” Audience member “I’m trying to contact them at this time.”

Davis, “Gibson Management?”

Todd Gibson, “I’m Todd Gibson. I own and run Gibson Management Company, LLC.”

Koller, “You’ve been running this since 2007?” Gibson, “Eight, 2008.”

Koller, “What happened to the webpage?” Gibson, “The webpage, actually, there’s a website: eastbethelicearena.com.” Koller, “I couldn’t find it.” Gibson, “There is a website Eastbethelicearena.com. If you look now you can see it.”

Moegerle, “Has it been down for service or...” Gibson, “I am not sure.”

DeRoche, “Todd, I guess one question I have—I’m looking under the objectives. Increase ice sales by a minimum of 3% a year, an increase of advertising sales of more than 5% a year by year 3. My question is what have we done, what’s the history? Jack, do you know?” Davis, “The sales—actually, our sales have gone down for the past three years. I don’t have those exact figures, but they have decreased I think by about \$10,000 or \$12,000 from 2011 through 2013.”

DeRoche, "So the \$64,000 question. What would you do?" Gibson, "We are in the process of, right now, of getting a hold of North Branch and having them come back in and renting more hours from us. In the past they have and then lately they've gone over to Cambridge, so we're in the process of talking to them about coming over and renting some of the hours from the arena and from St. Francis Youth Hockey. And St. Francis Youth Hockey has been merging with Irondale the last couple years, so that could be a factor of the ice sales."

Koller, "I'm looking at the webpage right now. It's a picture of the Ice Arena. It's still—there's no phone number, no address, nothing." Gibson, "I said that's in work in progress right now. We're trying to get that going. We were putting things on the web page with Wendy, the last couple years. We have been doing that with Wendy, putting everything on there and also rinkfinder.com."

Moegerle, "So how long has this website been there? I mean, three years or since 2008?" Gibson, "No, it has not been that long. No."

Davis, "Todd, I'll ask you the same question I asked Randy. What assurances can your company provide that you can generate the revenues above your management fees to make the arena operation self-sufficient?" Gibson, "We've been running the arena since 2008 and every year we've been putting—we have a very small company. We put our managers there five days a week working. We're going to try to get some off-ice events. We're going to talk to the seniors, maybe try to start some pickleball in the arena in the off season when the ice comes out, also talk to the Lion's Club, maybe doing some more events with the Lion's Club, doing some more garage sales or doing some more activities through the communities and work really hard on the dry floor part of it all because when the ice comes out, the arena kind of sits there and we're trying to get more people to use the turf. You know, this year we've had a couple calls for lacrosse and we've had a pretty wet spring, so we're trying to work—go back to that avenue, going back to those associations and groups and try to get those groups come back to the arena like they did—they move—in the second year we were working there with the sports center. We had some lacrosse and whatnot, so we're trying to get more of those activities back to the rink."

Moegerle, "And I appreciate that and I like that you—you're going to try, but what incentives do you have that will make this appealing to the people you're trying to reach out to? What does the ice rink offer that those other targets don't have elsewhere? How are you going to make it attractive to them? I—is the short question, the direct question." Gibson, "Keeping a clean facility and putting the word out there for the users to come there, you know, like from Facebook or media or through, you know, the papers and stuff like that."

Moegerle, "Does the ice arena have a Facebook page?" Gibson, "I believe it does."

Koller, "I'm looking at it right now. It's pretty much blank." Gibson, "Okay. We're in the process of, I guess, hiring a new person to start doing all my media work for me, so that's—we're in the process of going to that direction. We had a transition period with a new manager or manager last year leaving to the new manager this year and so forth, and so we're trying to get him into speed of what's going on up there."

Ronning, "One of the main opportunities is the dry time. What sort of things—I've heard you say, like, a garage sales and stuff for their—how would you market those kinds of

things?” Gibson, “Actually, there’s Facebook pages on garage sales in areas. You can go through there. You can go through the Lion’s Clubs, go through the—go through the associations that use the rink to use it as a place to go on 65 with all the traffic and try and get the seniors to go over there and play some pickleball. Pickleball’s kind of an up and coming thing. There’ll be enough space for three or four courts for pickleball.”

Moegerle, “What other facilities do you manage that you would say this is where we’d like to move the ice arena to look like this other entity that we manage?” Gibson, “This is the only arena that Gibson Management actually runs, and I was approached by Doug Sell, the old City Administrator back in the day to—when I was working with the sports center to keep doing this, and so this is—I have a full-time manager that’s there, you know, throughout the winter season, then through the events as well. He’s there for all the events.”

Davis, “Todd, is your fee negotiable?” Gibson, “Oh, sure, yes. I mean, my fee’s been the same since we started. One year I think we had a little increase on that and then I was approached by Jack and Rita that they were not going to run the concession stand anymore. They were going to close the concession. I took over the concession on my own. I agreed to take some money off of my—my yearly compensation and took that money off and took money off for the employees and then also paid to run the concession stand as well. So I did that willing to have the customers come there to have, you know, a hot dog or hot cocoa. So, yes, it’s negotiable.”

DeRoche, “Who—who’s—I’ll probably butcher this. It’s either Pil—or Pilar Gibson?” Gibson, “Pilar Gibson, that is my wife.” DeRoche, “She’s the marketing/social media director?” Gibson, “Yup, she just took it over and she’s a stay-home mom, so she’ll have plenty of time to go on the Internet.”

DeRoche, “You guys ever thought to use that sign out front for advertising?” Gibson, “We have, but the position of the sign right now, it’s so far back that cars go by and they can’t see it close enough.”

DeRoche, “We talking about the same sign?” Gibson, “Yup, and it was dark for awhile. There was no power to it for awhile at night. And we do advertise all the signs for high school games and for the activities that go on at the arena for the carwashes, the craft shows, and all that good stuff.”

DeRoche, “Anything, Tim?” Harrington, “No.” DeRoche, “Pretty quiet here tonight.” Harrington, “They’ve answered all my questions.”

Ronning, “In jest, we’ve thrown out ideas like a firing range.” Gibson, “Okay.”

Ronning, “I don’t know that anybody will come up with something like that. That was a little bit of a wild—but that sort of thing would be packed.” Gibson, “I’ve actually thought about contacting somebody for a paintball course, indoor paintball course.” Ronning, “Yup.”

Gibson, “I’ll run it through Jack first because of all the potential shots from the ceiling, so we’d have to look at maybe tarping the whole area down. So I—we thought about paintball course, as well, but that may be interfere with our—the beauty pageant and, you know, the gun shows or expos and the other activities. So we have to look at that closely to see if it—

so...”

DeRoche, “What’s your take on that, Mark? Little liability there?” Vierling, “There’s a lot of paintball, really, operations in the area metro wide, so like any other activity, you always have potential for liability, but...” DeRoche, “Okay.”

DeRoche, “Anybody have any more questions? Jack? You’re usually good for a couple good ones.” Davis, “I burned my two.”

DeRoche, “Thank you, sir.” Gibson, “All right, thank you.”

Davis, “Thank you, Todd. At this time, Jennifer Smith will present the proposal, be here to answer questions for the North Metro Community Association.”

Jennifer Smith, “Hello. My name is Jennifer Smith. I’m actually the current SFYHA youth hockey president. I apologize on behalf of the North Metro Community Association. They had a representative to be here tonight. I—we can’t find him. Something must have happened, so I apologize. I will pick up where he may have left off. I will do my best to answer your questions. I’m familiar with their proposal. I have a high-level understanding of what it is that they want to do. We’ve been working together, that organization and the youth hockey and the high school hockey parent associations have been working together to form this particular community association to be able to run our rink to keep hockey here in our community for our children. So with that, if you have questions for me, I will do my best to answer them.”

Ronning, “It sounds like you’re brand new here.” Smith, “I am.” Ronning, “Like, what experience do you have running a business?” Smith, “We—I will be honest with you. The North Metro Community Association is a nonprofit association being formed currently for this sole purpose.” Ronning, “Okay.”

Smith, “It is to keep hockey in our community for our youth. The management type of activity, the experience that we bring, that this organization will bring to the table, I can’t say we because I’m not on this committee, but I’m speaking for them, so I apologize. I might interchange my pronouns. The experience that this organization comes to the table are business leaders in—current business leaders. We have some small business leaders within our own community that are part of this organization. We have people who work out in public and private sector and we have just very passionate hockey families. So that is the experience that we will bring to the table to manage this rink and this organization.”

DeRoche, “So I guess I would probably take it that anything that has to be fixed, redone, or whatever would—the City—that would be the City’s responsibility to take care of that?” Smith, “My conversations with this organization, we are all aware that there’s a lot to be done for capital improvements in this facility. I’m not going to shy away from that. It needs some help. It has been left alone for a few—too many years and it could use some tender, loving care. With that, we have, again, some passionate hockey families and community support and some community businesses that are willing to come in and help put some good old, you know, elbow grease to get this—the—up and ready to go, so we have some volunteer efforts that are—we’re ready and passionate to help. I do know that Caroline, in speaking—Caroline with North Metro Community Association, she’s been speaking a lot with Jack and I do know that they have some plans for some capital fundraising ideas and different type of things that would be able to put some capital

improvement into—into the rink for some more long-term sustainability. That obviously is not day one of our activities. Our day-one goal is to open the rink and have a good hockey season for the next year or so, but they do have thought processes for capital fundraising opportunities for our community and this building.”

Davis, “Jennifer, I know you can’t speak specifically for the group on financial matters, but what is your perception of assurances that they can offer the City that they can generate the revenue above the management fees to make this self-sufficient?” Smith, “The—some of the ideas that other—the two other companies have presented are also on our plates. We have the—where I think we’re uniquely positioned is we have the ability to contact our local groups, North Metro Soccer. They need places to play inside in the spring and in the fall. They are down in a current warehouse that is located in Coon Rapids right off of Highway 100—or I mean one—Foley and Highway 10, pardon me. They have their little four-year-olds running around in there. Daily we see them, so we can reach out to other organizations that we just haven’t tapped. We have—little kids’ soccer is an outside community sport. We have lacrosse. They need places to be. We can even tap our own internal baseball associations, even the surrounding baseball associations. This spring is prime example of what we needed a place to be. I have two St. Francis baseball players. They—again, we were going to other facilities 15 miles away where we had a facility in our backyard that we could have used, put up some nets, get the cages in there, let it rock. So I mean, we have a lot of different out-of-the-box ideas that they are talking about. Again, I heard the shoulder seasons. Well, I understand our facility is not equipped with air conditioning or, you know, year-round ice capabilities. There are times where we could maybe bring it out just a little bit further into the springtime and maybe put it into ice in just a little bit earlier. We hope. We’d like to, to maybe get that fall hockey, you know, just recreation hockey going or the spring recreation hockey going with Cambridge-North Branch-Forest Lake, our own surrounding communities, 3-M 3s. They have—she has ideas that can—I can’t even list out.”

Moegerle, “I have a questions, well, several, actually. But the first one is you’re talking about a profit share with regard to advertising and sponsorship sales. Can you address that or is that more her?” Smith, “That is Caroline’s expertise. I—I don’t wish to speak on her behalf on that particular one; however, I do know what she is saying with—for that. She’s saying that with advertising, we’d bring—she’d—they’d bring in x amount of advertising revenue that would be split with the City and the association, not the Youth Hockey Association, the North Metro Community Association, to be able to generate some of their own types of revenues to be able to do more things within the building. So—but her contact information, should you have any questions, is in there. She has some really great ideas for that profit sharing and advertising.”

Moegerle, “Well, and then, you know, in addition to that then, we agreed to lease a concession space from the City, and so is there profit sharing in concessions?” Smith, “No, that would be so North Metro Community Association would lease the concession stands from you on a monthly basis to whatever that fee is that she has in the...” Moegerle, “Okay. There is something else about that later on.”

Smith, “I saw that as well. But the intention was, and I’ll speak on just the concession piece, so I apologize.” Moegerle, “Sure.” Smith, “I—that we would lease it and then they would operate it. Whether they operate it with, you know, paid staff or volunteers from the hockey community, and to be able to, again, generate some additional revenues to be able to put back into managing and operating the arena itself.”

Davis, "For council's information, we currently lease the concession stand to Gibson Management, and we also have a revenue-sharing agreement in place for the sale of advertisement after they meet the threshold of, I think it's, \$3,500 advertising, and there's a split on sales after that number. So these are just good incentives for the operators to sell more and for the City to gain more."

Moegerle, "More of my questions also go to, you know, there's incentive fees and then other compensation related to capital investment, and I don't know if our attorney has looked at that yet, which was amortizing—I'm not sure I still said that right. Thank you. Investment over the initial term plus renewal periods. If the contract is terminated for any reason before the investment is fully amortized—close—then payment of the unamortized portion will be required. And that's sort of open ended there and I realize that this is not a contract. Do you know what they're getting at?" Smith, "I'm sorry. I'm not specific with that specific language. I'm going to apologize and not go into all that."

Davis, "I would think that's one of the things that would be ironed out in negotiations and personally, this is one thing in this proposal that I question some."

DeRoche, "Well, it's 8 years is mentioned in that paragraph. Is that what they're looking at is an 8-year contract?" Davis, "No, this would just be—this would be a 3-year contract at a maximum."

Koller, "It's probably fair to say these are talking point introductions." Smith, "Absolutely."

Koller, "Do you have the—not to make an unfair question. Do you have the authority to comment on the fees, if that's negotiable or not?" Smith, "And that's right. I don't have the authority to comment on that." Koller, "No. Okay. That's fine." Smith, "And I apologize. I'd rather she or Eric..." Koller, "That's why I asked if you have the authority. I don't want to put you on the spot." Smith, "Thank you. I appreciate that."

Vierling, "This organization, being new, are they engaged in any other business activities?" Smith, "No, the sole purpose is for the management of our local rink."

Davis, "Is the incorporation of this group as a 501(c)3?, is that contingent on your receiving this contract or have you already received your corporation?" Smith, "They are in process of receiving that status right now, so they have gone through that process and are—have submitted the paperwork."

Vierling, "I presume they must be in process because I'm not seeing any registration under the Secretary of State's website for the organization." Smith, "Right. Agreed. She's in process."

Ronning, "Is the two Butterfields are the top of the corporation. Then two more. Is there another group of informal cadre or something that you..." Smith, "Yup. They will have a board of directors, so those four will be the main board of directors opening up their board of directors to be at a maximum of 7 to 10 candidates. If when we receive this opportunity within our community, so the four incorporating on the nonprofit are those four listed and they will open it up as an appointing to 7, maximum of 10, to be able to fulfill the necessary actions that need to be done to manage the rink. I'm assuming they'd have some volunteer

business development, you know, those types of directors.” Ronning, “Uh-huh.”

Ronning, “That question, for me in particular, is who—who’s—who are the players?” Smith, “Who are the players? The players are our community.” Ronning, “They’re pretty much neighbors, it sounds like.”

Smith, “It will be—it will be community neighbors. We—I do know that they want to recruit and go for the ones that are passionate about not only hockey in our community, but passionate about youth activities in general because I do believe that—that the crux of Caroline’s presentation is not only is this a facility for youth hockey for 9 months out of the year, especially the past winter, but we do have a responsibility to our youth in our area that we can open this up for other things and really make benefit, you know, the use of this space.”

Moegerle, “I like your enthusiasm.” Smith, “Well, I am very enthusiastic on—on behalf of them and myself because I do have—again, I have two sons playing hockey. I don’t want to use my personal opinion to make a presentation for that in general, but right to the point.”

Moegerle, “But for a business to succeed, it needs more than enthusiasm and I guess can you address, you know, those resources that they’re going to bring that’s more than enthusiasm that can make this thing work?”

Smith, “Well, I think—I will answer that question. Enthusiasm, I think, for this project is 85 percent of what we need right now because if—without it, you know, it’s just kind of a forward motion without a real big push. So enthusiasm’s going to get it, but what they’re bringing to the table is true—I mean, we have players on the board that are business owners, local business owners in our community that have a vested interest in our community. We have—where was I going with my thought. I apologize. We have private and nonprivate businesspeople that will come to the table with their expertise. There’s, you know, accountants that are our neighbors, are not only our neighbors. They’re not only hockey parents, but they are accountants. They’re—they’re marketing development people. They are, you know, HVAC people that can help fix things. They’re mechanics that might be able to help if the Zamboni breaks. So they’re bringing the expertise when they round out this organization for those pieces of the puzzle that are, you know—that we will need to be able to manage this.”

Moegerle, “And I guess my question would then be to Jack. Do you want this cadre of volunteers to fix the Zamboni?” Davis, “Well, generally, those costs are city responsibilities, capital costs and maintenance of the equipment is a City responsibility.” Smith, “Whew, dodged that one. But we still need somebody to be able to run the Zamboni.” Moegerle, “Okay. All right.”

Ronning, “Caroline wrote the proposal?” Smith, “Caroline Butterfield did write the proposal.” Ronning, “There’s an awful lot of thought in there.” Smith, “She’s a marketing director, so she is a passionate hockey mom/marketing profession who, you know, brought the thoughts of a lot of us together to be able to put it in one cohesive package. So I appreciate your comment on that and I’ll pass that along.” Ronning, “I think you’ll pass it along?” Smith, “I will pass that along.” Ronning, “Thank you.” Ronning, “It’s very well written.”

DeRoche, “So you can’t speak to fees if that’s just cut in stone or they’re willing to

negotiate or...” Smith, “I will say if it allows us to keep the door open and be considered for this, anything is negotiable. I would say that, but I can’t speak on behalf of them in a solid format, so it is their responsibility.”

Davis, “One concern with the proposal, and I’ll just touch on this basically that can be negotiated is that personally I feel that the proposal for the manager, the fee for that person is very high, and I don’t think that we can afford the fee that’s presented as such and I would hope that would be a negotiable.” Smith, “I will pass that along, absolutely. I do want to touch, though, that that fee is definitely also a 12-month fee. It’s not just the hockey season, so that payment is to make sure that it is year-round coverage in that facility to be able to grow the use of it.”

Ronning, “Interesting ideas about the soccer and different things like that.” Smith, “Oh, absolutely, and especially this spring. I mean, if I could just make one personal injection right here. This spring with it being so poor weather, I think if that had been able to be marketed and opened up, you would have had lacrosse teams coming at your door, soccer teams at our door, baseball groups. There’s a lot of use for it at different times of the year.”

Ronning, “I see support for you back there.” Smith, “Thanks, guys.” Ronning, “Sometimes it’s good to know you’re not alone.”

Moegerle, “I appreciate your—your presentation has been very helpful, but now it raises a question I have for another one of the people who were presented here. Well, I don’t know if we were able to ask the question that was asked of Gibson was are they organized solely to operate the East Bethel Ice Arena because I was looking at your website and all I saw was East Bethel Ice Arena. Is that what you—the sole purpose of your organization?”

Gibson, “[unclear off mic]” Moegerle, “Okay.”

Moegerle, “I think you have a very interesting proposal and I wish the principals had been here.” Smith, “I apologize for that. I do, too. And I know that they have excellent ideas and it’s—as you can see, it’s documented on there, but even outside of the documentation, their ideas are bubbling over on different thoughts. So they had to condense it into that. So I know they had good intentions.”

Moegerle, “Jack, ancient history, but how is it that East Bethel came to own the ice arena? I think that’s a story that needs to be repeated.”

Davis, “There are many varied reports. The one that I hear most consistently is there were a group of people who were interested in constructing a hockey facility or an ice rink for this area in the early nineties. They formed some type of group, whether it was legally incorporated or not, I do not know. They raised money. Apparently, there was a donation of property for them to use. The site that’s currently on, they entered and started construction of the facility and at some point they realized that there were going to be some difficulties with them finishing the job and they approached the City of East Bethel to see if they would take the project over, and the City Council agreed to do so and, therefore, we have the East Bethel Ice Arena.”

Moegerle, “Which is—you know, those people have aged out, they’re gone, they’re retired, but the history, which you’re probably very familiar with, you know, and I think I read in some meeting minutes is someone said that the ice arena’s been a thorn in my side since it

was purchased. So—but local operation is attractive. But, you know, that appeal does not erase my concern that, you know, I'd like to see more, you know, more people here. This is what I'm going to do, you know, more organization. It's appealing, but I don't want to be back in the situation those people were when we bought the ice arena, so makes it for a difficult decision, which is a good thing.”

DeRoche, “Next, I guess—excuse me, but except for the fact we're not buying it, they're not buying it, they're managing it, and, you know, our concern I think is to be can whoever make enough money so that we stay in the black and we don't need to divert more money over to pay for it.”

Moegerle, “Well—well, and the issue is when you have a volunteer organization like that, can they hold together and keep going, you know, because I've seen other, you know, nonprofits divisive personalities split off and all good intentions. You know, I mean, but then I've seen them—some be very successful. And so, you know, we would, you know, be very much invested if we went your direction, you know, in your success. So—you know, I realize this is different than buying a—an ice arena, but, you know, we are investing in its success.”

Smith, “You had some questions—I don't mean—and I might be out of line, but you had some questions on our program.”

DeRoche, “Well, go right ahead.” Smith, “Currently, as you all know hockey, and I think it was stated before, hockey's a very expensive sport, \$185 to \$200 an hour ice fees at various locations is hard and we're a small community, so—but we're a very passionate community with passionate hockey players and we have—we have some good skill level coming through the pikes that we want to make sure that hockey is retained, not only for our current use but for the ones that are coming up. With that said, yes, hockey is declining in numbers. It's not what it was in 2000, 2001, and 2002. That's just a fact of our demographics. If you look at our school district, our school district is also declining in enrollment after the birth year of 2004. So it is our job as—as youth hockey and also as—as a management company is to get those people and recruit it. Youth hockey, this year was staying stable with our numbers from last year, so we expect to purchase more hours. There was a comment that the last two years we have co-oped with other associations. That actually has added to the amount of hours that we have used and we have been short hours that we needed and it was a really good thing that we were co-oped with those other organizations because we were able to use their rinks for the added teams that we put together. So we're staying stable. We'd like to see ourselves grow. With that, we're also in discussions with our surrounding communities and will continue to be in discussions with our surrounding communities about potential mergers and co-ops and, hopefully, other long-term scenarios that may be a benefit to us. So North Branch is in our backyard—is our neighbor. Isanti is our neighbor. Our high schools are co-oped with one another for the girls' program for—at North Branch, so it's in our best interest to make sure that we—we keep hockey as a—as stable as we possibly can within our—all three communities.”

Moegerle, “And those are established relationships then?” Smith, “Yes. They're—they're established right now. We are trying to solidify sure relationships going forward.”

DeRoche, “Oh, maybe if the Wild gets the Stanley Cup, interest will be up, they've been fighting for it.” Smith, “It might peak. I know my kids were awfully tired for school this morning. So we are doing everything that we possibly can as a hockey association, not just

a management company, but as a hockey association, we are doing everything we can to at least maintain our numbers and grow them in our declining population.”

DeRoche, “How do you raise your funds?” Smith, “I’m sorry?” DeRoche, “Your funds?” Smith, “Funds?” DeRoche, “Are they through pulltabs?” Smith, “Our association does not engage in gambling, charitable gambling. And we do one major fundraiser a year, which is our calendar raffle. So—which is gambling under the Minnesota State Law, but we get a one-day permit for such things. So we do—that is our major fundraiser. That will—that helps our—that is our cash flow for the season. Other than that, our—the fees you pass to us, we pass to our parents. It is straight pass through, so our parents are paying the \$195—or the \$185 to \$200, depending on what rink we’re at hourly bill, and that’s our hockey fee.”

DeRoche, “How many kids from the area do you have?” Smith, “Sorry?” DeRoche, “Do you have any kind of breakdown? I mean, is it primarily St. Francis kids or Oak Grove kids or, you know, do you get some from Ham Lake?” Smith, “We don’t look at it that way because we’re a cohesive school district, so it’s all part of ISD 15. So I don’t have the sub demographics. We had 187 skaters last year between the boys and the girls. The girls’ program is actually growing. It was good. We like to see that. So now we—we need to start recruiting with our learn-to-skate programs and our mite development hockey. We did a skate for free program this year for our first-year skaters. We as association, we ate it, but they’re not on the rink so much, so we can do that with our calendar raffle. So we tried to get as many of the little kids in, you know, our little kindergartners in and get them hooked and love to come to skate and so that’s—we have plans to do that this year too, and keep growing our numbers.”

Moegerle, “In your plans, is there room for figure skating or all those other ice sports?” Smith, “Sure, and I think from a youth—I’m going to speak as a youth hockey mom president, not as the association on here. But, yes, I believe there is opportunity for that. We can all share the ice. We need to be very smart in how we schedule. We need to work together, not only the youth. We need to work with the high school, and that’s a relationship that has to be established with whomever is managing this—the rink because we need to make sure that the high school’s needs are met, but that the youth’s needs are met at the—with the hours as well. And then, yeah, I mean there’s lots of figure skating times. There’s good times, bad times. We all want the great times, right? 5:30 to 8:30 at night is when we all want to be on the rink, but we know as hockey families that that’s not always going to happen. So there’s give and take, but we need to make sure that we are looking out for the best interests of our—of our local—of our local kids. But figure skating can—I know a lot of figure skating happens during the day. It’s another marketing opportunity, actually, because I know that they’re down at the super rink a lot.”

Ronning, “Does your primary group have appointments, elections, or something to, like, the school board or such a thing?” Smith, “As a youth hockey organization?”

Ronning, “As individuals, that they’re...” Smith, “Let me see if I understand this. So the youth hockey organization is a board of directors and, yes, we have annual elections.”

Ronning, “But within the school district or something?” Smith, “It is open to our community and mostly it’s our—it’s open to those that are part of—a member of our youth hockey organization, whether that means a parent/coach, a mom or a dad, community members that—maybe a non-parent coach that wishes to coach. So that’s what it’s open to.

I came to listen and I spoke a lot. I'm sorry."

Moegerle, "No, but that's—we need that. Thank you."

Ronning, "Curiosity, but my question is how many open doors do you have available that you automatically have contact with this group, that group outside of your own?" Smith, "Oh, that's—I mean, so the open doors, we need to go find those and knock on them and open them ourselves. So that's outside-the-box thinking. That's where some of our member—our current board members have just as many fantastic ideas on the youth side as this organization who put together your—your management proposal. So we all know that to sustain hockey in our area, we need to think outside the box. We need to do some fundraising for our parents to be able to sustain that hockey fee. So we just need to be passionate enough to be willing to take the chance and knock on the doors and think."

Moegerle, "So your passion is the hockey. So here it—oh, no, no, no, your group is hockey. So it's summer. Does the passion go away to find that, or it continues because the more you bring in is less fees for the kids?" Smith, "Absolutely." Moegerle, "So that's the incentive." Smith, "It's the incentive." Moegerle, "Okay."

Smith, "And just really to use that space—utilize that space efficiently as many months of the season as we can. I mean, it's—it sits out there in a prime, drive-by spot and if we can open it up to, you know, summer programs that are not ice related but can be using it, it's a fantastic ideas to think outside the box to generate some additional funds so it doesn't sit idle. Idle facilities obviously are no good." Moegerle, "Okay. I don't have any more."

Harrington, "I just—I just have one comment. I was going through this and I kind of like the idea that they want to start a pro shop and since that ice arena's been around, I don't think there's ever been a pro shop in there." Smith, "We drastically need it. I'm—so I'm speaking as a youth hockey mom now. But, yes."

Harrington, "I mean, kids get their skates sharpened. You know, if you need a stick or a roll of tape or something, you know." Smith, "The nearest place is, you know, 12 miles down the road or up the road."

Moegerle, "So I think Rink Management also, didn't they have that in there, too, about having a shop, as well, for sharpening?"

Peak, "Yeah" Moegerle, "Yeah, yeah. Okay."

DeRoche, "Ron, you got anything else?" Koller, "No."

DeRoche, "Well, I appreciate you standing in." Smith, "Thank you for your time."

Ronning, "Very good answers from everybody and good conversation. Thank you."

Davis, "At this time we wish to consider a recommendation for a contractor to approve and to negotiate a contract with or are there additional items that we need to have, perhaps, a work meeting to discuss these?"

DeRoche, "I guess I'd kind of like to see a work meeting, and in the interim have staff contact each organization and just see what—I mean, if we pick one and the negotiating

doesn't go well..."

Davis, "We can pick one. If negotiating doesn't go well, we can drop down to the..."

DeRoche, "Yeah, but I, you know, I—I guess I'd rather see a work meeting and kind of take what we got. I got a lot of information. That was pretty good. Everybody spoke very well. Sometimes you don't get quite that much information."

**DeRoche motioned to table the decision to approve the selection of a contractor for the Ice Arena Management to a Work Session. Koller seconded.**

DeRoche, "Discussion?"

Ronning, "Sure."

DeRoche, "All in favor?"

Ronning, "I already thought you had discussion." DeRoche, "Not a tabling motion."  
Ronning, "Oh, oh, okay."

Moegerle, "We're not tabling this."

Vierling, "Actually, your motion is, in essence, to move it to a work session, so it's not tabled, per se. And, yes, you can discuss it."

Ronning, "Are we saying that we don't start with this end of things at least preliminary until we...do we want to have both channels going at the same time?" Moegerle, "I don't understand, both channels of what?"

Ronning, "Well, where you—staff or somebody's going to be speaking with these people and getting a feel for where we are with everything. We've gotten a number of ideas and such, and I'm just curious if we're going to stop that until we have a work meeting."

DeRoche, "Jack, do you have a pretty good idea of what we're looking for? I mean, the fees was kind of the big one." Davis, "I think the fees are the main thing and to see what latitude they have or comfort level they have for negotiating their proposal." DeRoche, "Right." Davis, "We could bring that back and then you can address the positive aspects of each one and weigh them in the balance and make a decision, or at least recommend a decision for the next Council meeting on the 21<sup>st</sup>. Also, we could possibly have this work meeting, perhaps, next Wednesday."

DeRoche, "Could we have the Butterfields make a—contact the City? I think that would be kind of important."

Moegerle, "But I also would like to see if there's anything that any of the three would like to add, you know, having had the opportunity here. So I don't know if we could get that in time for the 14<sup>th</sup>, which is next Wednesday. Is that going to be a problem for anyone? Okay."

DeRoche, "No."

Davis, "As I understand it, then, if there's additional submissions that any of the three presenters wish to add, if you can get that to me by Friday?"

DeRoche, "Yeah, because it's got to come out in the packet."

Davis, "And then we will make a presentation with that to City Council in a work meeting on Wednesday, May the 14<sup>th</sup>. At a work meeting, no decisions can be made, but there will be discussions of this and then they'll have a recommendation that they can consider at the next Council meeting on May 21<sup>st</sup>."

Moegerle, "Let's—what's on the 14<sup>th</sup>?" Harrington, "The 14<sup>th</sup> is a Park Commission meeting too? Is that before? Davis, "The Park Commission meets at..." Harrington, "At 7 o'clock."

Davis, "At 7 o'clock. We could meet simultaneously or we could meet earlier if you think we can do it. How much—I don't know how much time we want to allocate for this?"

DeRoche, "Well, you know, I want to leave enough time so that if we get into these long conversations, time isn't all eaten up by, you know, a couple comments that we have a little opportunity here to put it in."

Davis, "Or would we want to do it on a Thursday? That next—next week, there's a Roads Commission meeting on Tuesday and a Parks Commission meeting on Wednesday."

DeRoche, "Well, it's Wednesday, I guess. I mean, I'm not—I hate to blow Parks out. They can have the meeting in the park."

Moegerle, "And Booster Day Committee meeting on the 15<sup>th</sup>, that Booster Day Committee meeting is on the 15<sup>th</sup>, that Thursday at 6:30. So you're on that."

Koller, "Wednesday would be okay with me." Harrington, "Six o'clock Wednesday, before the park meeting?" DeRoche, "Well, let's see if we can get it done. All right, Jack?" Davis, "Sounds good." DeRoche, "All right."

**Council consensus was reached to schedule a Work Meeting for Wednesday, May 14, 2014, at 6 p.m. to continue discussion on this matter.**

**All in favor, motion carries unanimously.**

**5.0  
Public  
Forum**

Sharon Johnson, "I'm Sharon Johnson, 20241 Highway 65, and I'm representing myself and Minnesota Fresh Farm tonight. And actually, I was wondering if I could just comment on the ice management. Is that okay?"

DeRoche, "Sure."

Johnson, "Go ahead? Okay, great. I just want to tell you how impressed I am with its—Rink Management Services, right? Not as Ice Management Services or Ice Arena Management Services, as listed there. Okay, so I just want to make sure I've got the right name, Rink Management Services. Just seems to be a really professional organization and what I am really liking about them is that they have access to best practices across all of these rinks that they're managing, so what I'm looking forward to them is them growing the ice arena. And the sporting events in this area, it seems to me that \$94,000 a year is a pretty

reasonable amount. It's an investment and Heidi had mentioned that it's an investment, so it's not just a cost, but this is something that can grow the revenue for the City of East Bethel. I personally would be thrilled with an increase in recreational activities in the ice arena. As you know, we've got the Blue Ribbon Disk Golf, the Beaver Book Sportsmen Club, the ARCC, the model airplane flying club just about a mile north of here or south of here. We've got two golf courses. Minnesota Fresh Farm is working on a bocce-ball course, Pumpkin Patch, and what I can see is this area really becoming a magnet for recreational area or recreational activities in the north suburbs. I know that Blaine is down there and competing with us, but this is a great area for recreation. I think that Rink Management Services can help us grow those recreational activities. Obviously, you need to do due diligence to see if what Randy said is true about his company, but, again, I do think that he's got a track record of success. I think that the goal here tonight is to get somebody to manage the ice arena to keep it open and if it does, then the North Metro Community Association's going to be happy. Their kids are going to be able to skate and they're not going to be worried about managing an ice arena. Randy knows how to manage an ice arena. And that's all I have for tonight, so thank you."

DeRoche, "Anybody else didn't sign up but would like to speak? All right, 6.0, Consent Agenda."

## 6.0 Consent Agenda

Item A Bills/Claims

Item B Meeting Minutes, March 5, 2014, City Council Meeting  
Meeting minutes from the March 5, 2014, City Council Meeting are attached for your review and approval.

Item C Meeting Minutes, March 5, 2014, City Council Work Meeting  
Meeting minutes from the March 5, 2014, City Council Work Meeting are attached for your review and approval.

Item D Meeting Minutes, March 19, 2014, City Council Meeting  
Meeting minutes from the March 19, 2014, City Council Meeting are attached for your review and approval.

Item E Meeting Minutes, March 19, 2014 City Council Work Meeting  
Meeting minutes from the March 19, 2014, City Council Work Meeting are attached for your review and approval.

Item F Meeting Minutes, April 16, 2014, Board of Review Meeting  
Meeting minutes from the April 16, 2014, Board of Review Meeting are attached for your review and approval.

Item G Meeting Minutes, April 16, 2014, City Council Meeting  
Meeting minutes from the April 16, 2014, City Council Meeting are attached for your review and approval.

~~Item H Meeting Minutes, April 23, 2014, Board of Review Recessed Meeting  
Meeting minutes from the April 23, 2014, Board of Review Recessed Meeting are attached for your review and approval.~~

Item I Meeting Minutes, April 23, 2014, Public Hearing

Meeting minutes from the April 23, 2014, Public Hearing are attached for your review and approval.

Item J Meeting Minutes, April 24, 2014, Town Hall Meeting  
Meeting minutes from the April 24, 2014, Town Hall Meeting are attached for your review and approval.

Item K Audit Engagement for 2014 / 2015 / 2015 with Abdo Eick and Meyer  
The Audit Engagement for 2014 / 2015 / 2015 with Abdo Eick and Meyer is attached for your review and approval.

Item L Resolution 2014-16 Twins Tickets Donation for Booster Day Drawing  
Resolution 2014-16 Twins Tickets Donation for Booster Day Drawing is attached for your review and approval.

Item M LMC Conference  
Information on the LMC Conference is attached for your review and approval.

Item N Seasonal Employees for Public Works  
Information on Seasonal Employees for Public Works is attached for your review and approval.

Ronning, "I'd like to pull H."

**DeRoche motioned to approve the Consent Agenda Items A-N, with the exception of Item H. Ronning seconded. All in favor, motion carries unanimously.**

Item H Meeting Minutes, April 23, 2014, Board of Review Recessed Meeting

Ronning, "I don't know about the table. I want to postpone it for review." Moegerle, "Are there errors?" Ronning, "Yes."

Vierling, "For the next meeting?" Ronning, "Yes."

**Ronning motioned to table consideration of Item H, for review, to the next meeting. DeRoche seconded.**

DeRoche, "Any discussion on that?"

**DeRoche, Harrington, Koller and Ronning-Aye; Moegerle-Nay, motion carries 4/1.**

## **7.0 New Business**

Commission, Association and Task Force Reports

### 7.0A Planning Commission 7.0A.1 Zoning Map Amendment

Davis presented the staff report indicating that the zoning map amendment to the official map of the City of East Bethel. The need to rezone the classic commercial park was the catalyst for requesting a zoning hearing change. The other two areas that are in this proposal were reading for rezoning. They're attached to the request for the change for the Classic Commercial Park to minimize the number of submissions to Met Council for approval of rezoning request. Future rezoning of Highway 65 and County Road 22 corridor are intended to be in one submission at a date to be later determined. The Planning

Commission reviewed and recommended City Council consider rezoning changes to the parcels listed below in your packet and described at the April 22, 2014 meeting. The first boundary or parcel of land that's been proposed for rezoning lies west of Ulysses Street, south of 189<sup>th</sup>, and it's in the Classic Commercial Park, and the current zoning is B3 and R2, and the proposed change is to industrial. The first proposed rezoning area in the Classic Commercial Park and adjoined areas to the west and the south in this development are proposed for zoning changes. This area has been discussed as a priority for rezoning for the past 2 years and the land use within this boundary consists of primarily construction trades, service, and manufacturing companies. The EDA has discussed this area as a potential shovel-read site for industrial-type activities and there are 60 acres within this proposed zone that are developable. Properties in this area are more suited and more likely to be marketed for manufacturing, warehousing, and other trade-relating companies. The current zoning, B3 and R2, limits the flexibility for the use of this area and rezoning to allow industrial would permit a continuation of those types of uses to which would currently be standard to this zone, while at the same time permitting B2 and B3 business locations. The portion of the park that fronts Highway 65 would remain B3 to maintain its utilization for commercial and retail uses. The parcel at 1052 189<sup>th</sup> Avenue is zoned R2, but there's only one residence at this address. That resident was at the Planning Commission meeting and expressed no opposition or reservations to having his property zoned industrial. The second area proposed for rezoning is on Viking Boulevard approximately one-half mile east of Highway 65 and adjacent to both sides of the intersection with Isanti Street. Currently there are three businesses located in this area and the property immediately to the west is zoned business. This area was previously zoned business and it is recommended that this area revert to that zoning classification as all this business are currently nonconforming to uses. The impact to the residential area is minimal and having these businesses be designated as B3 provides better screening standards between the business and the residences. The businesses located in this area and proposed for rezoning are Builders by Design, 1815 Viking Boulevard, R & L Automotive, 1835 Viking Boulevard, and Gordy's Cabinet Shop, 1861 Viking Boulevard with property identification numbers as listed in your packet.

The property located at 20241 Highway 65 is an area that's currently zoned residential and has a significant natural environment overlay on the eastern section of the property. This property is currently being used for agri-business by Minnesota Fresh, LLC. The business use of this property was discussed at a previous Planning Commission meeting on November 26, 2013, and an Interim Use Permit was approved by City Council with the consideration that the zoning in this area be evaluated and changed to a more appropriate zoning designation at some point in the future. This property is adjacent to Highway 65 and the property both to the north and to the south is zoned business. A business zoning next to Highway 65 is appropriate for future growth pattern along the highway.

The need to rezone the Classic Commercial Park was the catalyst for requesting these changes, and these other two parcels were added to this as they are currently ready for the rezoning process. The last parcel is owned by Mrs. Johnson, who's here, and it's also listed as the PID #s, which are in your packet. The Planning Commission and staff recommend City Council consider the approval of the zoning map amendments to the official map of the City of East Bethel for the properties as previously described. Final approval of zoning map amendments to the official map of the City of East Bethel are contingent on the final approval of the land use amendment to the City of East Bethel's 2030 Comprehensive Plan by the Metropolitan Council. A 2030 Comp Plan amendment will be submitted to the Met Council for review upon approval of this by City Council.

**Moegerle motioned to approve Zoning Map Amendment to the official map of the City of East Bethel for the properties described and the PID numbers indicated in the presentation. Koller seconded.**

**DeRoche motioned to table consideration of the Zoning Map Amendment to a Workshop meeting. Ronning seconded. DeRoche, Harrington, and Ronning-Aye; Koller, Moegerle-Nay, motion carries 3/2.**

Vierling, "Do you want to set a Workshop date?" Davis, "Is there a date you'd like to schedule? : DeRoche, "I'm going to bring a calendar up here."

Moegerle, "Can we make that the 14<sup>th</sup> as well? We're going to be here for—at six o'clock on the ice arena?" Ronning, "Make what?" Moegerle, "Pardon?" Ronning, "The zoning?" Moegerle, "Yeah."

DeRoche, "Well, or the 28<sup>th</sup>."

Ronning, "I think the tabler has the responsibility to surface it." Moegerle, "Is that *Roberts' Rules* that the tabler decides the..." Vierling, "There's no motion right now to deal with it, make the suggestions. Nobody's made a motion."

**Moegerle motioned to schedule a Work Meeting for the purpose of discussing the Zoning Map Amendment for May 14, 2014, at 6:00 p.m. Koller seconded.**

DeRoche, "Any discussion?"

Ronning, "How much time are we considering? This is all brand new to me. That's—I don't understand why we're doing any of it." Davis, "Well, the basic need is the Classic Commercial Park. We had an instance 2 years ago when a resident..." Ronning, "We're going to talk about it in the future. That's fine. This is an awful lot to—I don't know where it comes from. It's a big chunk, too much to chew right now."

Moegerle, "The only question I have is has Met Council been apprised of this discussion and are they in a position to act on this rather quickly or has no indication?" Davis, "They have been contacted and they've indicated a willingness to consider this?"

Vierling, "The Met Council won't take any formal position until there's an application to amend the Comp Plan." Moegerle, "But there are informal channels that you can get some inklings." Vierling, "They're not going to take any hard and fast position." Moegerle, "Well, I understand that."

Davis, "As Mark indicated now, there's no assurances when they'll look at it or what their opinion will be, but we did talk with their planner there and they said they would definitely take it under consideration once it was submitted to them."

**Moegerle, Koller-Aye; DeRoche, Harrington, and Ronning-Nay, motion failed 2/3.**

DeRoche, "How much time do you think it would take to go through here, Jack? Hour, hour and a half?" Davis, "I don't think we could get both of them done the 14<sup>th</sup>. An hour is..." DeRoche, "I'm thinking about the 21<sup>st</sup>. We have a Council meeting, but it could be done maybe before that." Davis, "I think depending on the degree or the level of other

information it should require. Hopefully, we should be able to get that done in an hour.”

DeRoche, “But I—I think I kind of told you what my concern was before and I think if that can happen, then it probably would have been done tonight.”

Ronning, “We’re kind of just a little open discussion here. This looks like there’s about 22 properties.” Davis, “Correct.”

Ronning, “Have any of—are any of them aware that we’re talking about this?” Davis, “Yes, they are. They were all notified. There’s a public hearing held and it was discussed at the Planning Commission. Everybody had a chance to speak. Everybody was notified by a letter and advertised in the paper, and there were no oppositions or objections to it.”

**DeRoche motioned to schedule a Work Meeting for the purpose of discussing the Zoning Map Amendment for May 21, 2014, at 6:00 p.m. Harrington seconded.**

DeRoche, “I’d say, 6:00 because it’s an hour and a half. Any more discussion? Any discussion?”

**All in favor motion carries unanimously.**

Davis, “Is there any specific or additional information you’d like to see with this?”

DeRoche, “Yeah, I would like, I guess, part of my problem is all this stuff was kind of together. I think they should have been separated, the zoning for one part, the zoning for another part and another part, rather than bunched because there’s some issues that I have with some of these.”

Ronning, “And a little broader information about what—what the impact is and what—what the need is. Unless I’m mistaken, this is a pretty big chunk that—this is the first meeting we’ve seen anything about it, and I’m not aware that anything needs to be done, myself, so I’d like some explanation of why we’re doing this and how many people are—and what they had to comment on. If they were at the Planning Commission, what happened there? They were—they’ve had a chance to speak, but we have no idea what they said.”

Davis, “There were no objections to any of the—what I can tell you is there are no objections to any of the property owners at the Planning Commission who had the opportunity to speak against this. There were—no one objected to having their property rezoned. There are several instances where there are people in favor of this. I know that Mr. Tom Sauter was there at the Planning Commission meeting. He’s the one that owns the property that’s zoned R-2 that would be zoned to industrial. Mrs. Johnson was there, Gordy Hoppe was there. Have to go back and see who the—some of the other owners were, but at the Planning Commission meeting, there were no objections to the rezoning.”

DeRoche, “And, you know, Jack, I guess what I’m looking for is some rationale. When the Planning Commission says you have to go ahead, but when we get it, we have to know why is this happening. So when people say, ‘Hey, why was this rezoned?’ We can say something.”

Moegerle, “I think the simplest question I have is, is there any tax consequences to these people as far as having their property rezoned one way or the other?” Davis, “No, the

zoning doesn't have anything to do with the tax—the use or the value of the building does. The zoning could have something to do with the tax.”

Moegerle, “But that was not an issue?” Davis, “That was not an issue.” Koller, “I attended that meeting.”

Ronning, “So at least one of the properties will be affected that—under these changes, they—they can't use it.”

DeRoche, “Mark, do you—do you have a legal opinion on that? The residential property, what legally is going to happen to that piece if it goes to a resident going to business?”

Vierling, “You might want to take a look. Your zoning code has permissible uses and conditional uses in every zone. For example, when you go to light industrial from business, you're actually—your light industrial zone incorporates all of your business uses and then adds others that are allowable under the light industrial zone. So when you go from what is now a business to a light industrial, you're actually adding permissible uses. Those you might want to take a look at in case those added uses are any of those that you object. One, for example, is adult uses. Is that an appropriate area for that type of thing you have coming in? In terms of residential going to business, it's a little bit different picture because you don't have that incorporation of all those prior uses. You're changing the fundamental use from a residential to a business use, which is a different classification entirely, so you have different uses entirely from that perspective. From the three property owners that are fundamentally operating businesses in a residential zone right now, there's a number of potential issues for them going forward as they are. It's going to be beneficial for those property owners as businesses to certainly want to be in the business zone both for financing, selling, and anything else they might want to do just because the commercial markets, in terms of banking and finance really have a bias against a business located in was, in essence, a residential zone because they feel that the business could come to an end or cease and not be as saleable. So from the residential to the business perspective, those nonconforming businesses are certainly favored by going to a business zone without any question.”

Koller, “Now, those businesses, when they were built, that was industrial.” DeRoche, “They what?” Koller, “That was a commercial zone, but back in, apparently, 2006 or 7, they changed it to...” DeRoche, “Jack?” Davis, “What's that, Bob?” DeRoche, “Do you know when that happened?” Davis, “2008, I believe, is when the rezoning took place.”

Koller, They changed it to residential and all those businesses became nonconforming, and now one of the businesses wants to expand and he can't because it's residential.”

DeRoche, “Well, part of the issue I have is we had discussed the businesses down by the Fire Department being included in that, and, you know, there's—we'll discuss it at a workshop. I mean, we're not going to...”

Ronning, “You mentioned 2008. I remember 2008. Was it 6 that we had a meeting at the church on 22 and some of the people there said, ‘I didn't know I'm losing my property.’ Part of it's being—the golf course is going into the City Center. One of the people I know about three houses in, the service road's going through one of his buildings. Nobody knew anything. I don't think Hoffman knew anything about it, so I'm going to be make—I'm going to make sure we're very cautious and that's my intent, and we understand clearly and

everybody else affected does.”

7.0B None.

Economic  
Development  
Authority

7.0C None.

Park  
Commission

7.0D None.

Road  
Commission

**8.0  
Department  
Reports**

Davis presented the staff report and indicated Council will be requested to consider an IUP renewal for Valder’s Vehicles at 18805 Highway 65 NE, Suite A, PIN # 32-33-23-12-0009.

8.0A  
Community  
Development

On May 2, 2012, City Council approved an Interim Use Permit (IUP) for Tim Chies and Jordan Valder for an Automotive and/or Motorcycle Internet Distribution Sales business known as Valder’s Vehicles at 18805 Highway 65 with the following conditions:

8.0A.1  
Valder  
Motors IUP

- 1) At least ninety-five (95) percent of all sales shall be initiated and secured through internet communication between buyer and seller;
- 2) Exterior storage area for vehicles and/or motorcycles is limited to 4,000 square feet and shall not interfere with access to required parking spaces. Exterior storage is limited to no more than twenty (20) vehicles and/or motorcycles for a maximum of forty-five (45) days;
- 3) Parking areas must be identified, striped, and sized according to city code, Appendix A, Zoning, section 22.4, including accessible parking stalls;
- 4) Exterior storage of inoperable vehicles and/or motorcycles, equipment, parts, or materials used in the conduct of the business is prohibited;
- 5) Minor vehicle and motorcycle maintenance is permitted as an accessory use as to vehicles and/or motorcycles awaiting sale and delivery only within a structure. All vehicles awaiting maintenance must be stored inside the principal structure. Body work is prohibited;
- 6) Life and safety inspection by the City building and fire departments must be completed and satisfactorily addressed by Applicant. A Certificate of Occupancy must be issued by the City Building Department;
- 7) Vehicle and/or motorcycle storage area shall be surfaced with concrete or bituminous and shall meet required parking setbacks. Vehicles and/or motorcycles must not be stored in the right-of-way;
- 8) All necessary state and city licenses shall be obtained prior to operation and displayed for public view during business hours;

- 9) Business owner must submit records of sales type as requested by City staff within fourteen (14) days of the request;
- 10) An Interim Use Permit is limited to no more than two (2) years duration upon initiation or renewal. Expiration date is May 31, 2014;
- 11) An Interim Use Permit Agreement must be executed no later than May 31, 2012 and all conditions must be met no later than July 1, 2012;
- 12) All signs associated with the use shall be in compliance with the East Bethel Sign Ordinance.

This approval was the culmination of the following meetings and discussions:

- January 24, 2012 - Planning Commission Meeting heard Ryan DiMuzio and Jordan Valder of Valder's Vehicles make a presentation discussing open sales lots. As a result of the presentation, the Planning Commission recommended that City Council direct staff to propose a zoning text amendment that would allow for open sales lots for internet-based sales with regulations.
- February 1, 2012 - City Council met to consider amending the B3 Highway Business District through a Zoning Text Amendment to Permit Internet-based for Open Sales Lots with an Interim Conditional Use Permit.
- February 15, 2012 - City Council met with the continuation of the February 1<sup>st</sup> meeting for discussion for a Zoning Text Amendment with Mr. DiMuzio being no longer associated with the request.
- February 28, 2012 - Planning Commission discussed the proposed language and directed staff to make modifications.
- March 27, 2012 - Planning Commission conducted a public hearing was held for the Zoning Text Amendment.
- April 4, 2012 - City Council approved Ordinance 36, Second Series amending Appendix A of the City of East Bethel Zoning Code – Zoning Text Amendment – Automotive and/or Motorcycle Internet Distribution Sales.
- May 2, 2012 - City Council approved the IUP for an Internet Distribution Sales for Valder Vehicles.

The current IUP was granted for only two years due primarily to:

- The request of the applicants, and
- The City's concern that additional planning needs to be completed in the area served by municipal utilities to maximize the land use potential of this site.

During the term of Valder's Vehicles IUP, Staff has requested on two occasions that Mr. Valder re-arrange his vehicles on his lot in a manner that would not resemble an open sales

car lot and requested an audited report of his sales to determine if he was meeting the 95% requirement of sales being internet based. Attached is Mr. Valder's report that was requested on December 3, 2012, an e-mail chain of discussions between Mr. Valder, the City Administrator and the City Attorney, and his most current report that details the sales of his vehicles. It should be noted that Mr. Valder's reports of sale do not, in Staff's opinion, provide what we consider the essential documentation required to substantiate that at least ninety-five (95) percent of all sales shall be initiated and secured through internet communications between buyer and seller.

Mr. Valder has requested a six (6) month extension on the IUP that is set to expire on May 31, 2014. Based on the experience with this type of business operation, more restrictive or additional provisions could be added to the IUP as considered necessary, should Council contemplate an extension of this permit.

At this time, Council is requested to consider the submittal of Valder's Vehicles IUP renewal and provide a response appropriate to the issue.

**Koller motioned to approve the extension of the IUP for Valder's Vehicles, 18805 Highway 65 Northeast, for an additional six (6) months with an expiration date of November 30, 2014. Moegerle, seconded. All in favor, motion carries unanimously.**

Vierling, "Under the same terms and conditions of the existing permit?" Moegerle, "I want to open the discussion on this." Vierling, "I'm just asking for clarification on the motion." Moegerle, "At this point, yes, that was it. But I have questions for discussion."

DeRoche, "Well, sure. Jordan, you want to look?"

Moegerle, "The one question that I have is why were there no sales dated provided for 2014. What I have is, like, 6 or 8 pages of sales through December of 2013 and so were there no sales in 2014 or is that information available?"

Valder, "No, there were—the sales that I provided were 2013 for your standpoint because 95% is through the years what I assume, 95% of sales are initiated through the Internet and 5% can be potential walk-ins or—is what I—I have it down there. So, I thought it was yearly. It's not, you know, just for—say if I was there for ten years, 95% of all the sales. That makes sense."

Moegerle, "Well, I thought of 95% of all sales during the period of the permit and so what I'm just seeing here is sales for 2013 and nothing for this year. So I was concerned about that." Valder, "Well, I guess it's—it's all the same, now that I think about it. I just figured that I would just give you 2013 records because that was the titles that were done titled in a file cabinet. That's where I keep all the customer information and all the purchase agreements, which I cannot give you due to, you know, Minnesota state law." Moegerle, "Okay. Other questions?"

Ronning, "How many have you sold this year?" Valder, "On average, probably about 17 a month is what we've been doing there, so we've been fairly successful at that location."

Ronning, "The 2013 report says 156 total, Internet 152 or 97.5%, walk-in for 4. Is that consistent with 2014, do you believe?" Valder, "Everything that we do is the same as we've done in the past, except for it's grown, you know, quite a bit since I started. So we're

on track to, hopefully, double those number this year. But I'm looking for a different spot to go."

Moegerle, "Jack, could you tell us your concerns with regard to the data that was provided and indicated?"

DeRoche, "Can we kind of take turns here? Ms. Moegerle? You don't mind if we ask questions, too, right?" Moegerle, "Well, not at all, but there was a silence, so I asked a question."

Davis, "My concern with the data is that we had requested it be provided by an independent auditor rather than just a sales listing, so that was our avenue of concern." Moegerle, "Thank you."

DeRoche, "Boy, actually, I was one of the people that—in fact, I think I might have made the motion when you originally came in. My problem—one of my concerns right from the start was we didn't want a car lot out there, and when you came in—in fact, I've got the papers here—you said you'd worked at a car lot in Fridley. You didn't want that look. You didn't want to have cars out looking like they're for sale. That didn't happen. It was for two years so you guys could get on your feet, move forward and move on. Apparently, those plans changed. Let's see, it's more like networking of car sales. He doesn't want that look. He doesn't want any sale or regular used car lot. Well, you know, I've been driving by there ever since and it looks like a car sales lot. I mean, when you line them up, they're facing out, you kind of once in a while put one under that streetlight that's over there. My biggest issue, to be honest with you, was I really expect people to be up front with me because normally I 'go to bat' for people, I really do. And, you know, the whole—one of the only other concerns was that's part of the Sewer and Water District and we're trying to bring development in and would somebody want to put a business or a building next to a car lot? And so the zoning text amendment went through. I mean, there's white vans that have sat there pretty much all winter on the north side."

Valder, "They've moved in 30 days. I just started that division. All the white vans look alike, you know. Ford E150 looks like a, you know, 2001 E150, that's still made today, new. So, no, they've been moved within 30 days. Those are, you know, presold inventory that we have. As far as the car lot look standpoint, I mean, the whole reason why I did an Internet distribution sales, you don't want open lot sales, you don't want the flags, you don't want the banners, you don't want the hoods open, you don't want flat tires. Now, I don't do that. I keep it nice, clean, organized. So when I have customers that come in from the Internet, okay, yeah, this is the spot. I've had numerous people just pass by me because they don't know where I'm at, but that's okay because I don't want the flags, I don't want the banners, I don't want that crappy look like I'm just a car jockey because that's not what I do. I specialize in trucks. That's where my clientele comes from. So I have them nice and neat, you know. I would expect you guys would appreciate that, and you're driving by. Well, that's a nice business there. You know it's not cars scattered because I can park them, you know, however you want. When you drive by, if I have them just parked right, like, you know, what is that place? What's going on there, you know. It's nice, neat, and it's, you know—that's my image when people come. I've had numerous people say, 'You know what? You have the cleanest spot that I've seen.' Because I work hard on getting that nice and clean. I plow as soon as it snows. Look at the other car lots. They don't plow for two more days. They wait for it to melt because they're too lazy to go out there and brush the cars. So I take pride in my spot, which, essentially, it is a dealership, a dealer's

license, and I take very much pride in that spot to keep it nice and clean, which I didn't have much to work with. That building needed a lot of work, and it doesn't help the guy next door to me doesn't give me a good image, but that's, you know, that's not my problem. I can't—I can't clean up his mess too.”

DeRoche, “Do you remember when you came in here—in fact, it's in the paperwork also—that you said what you were going to do is people would come to you, have you look for a vehicle, you would go find it, bring it back. 95% of everything would be done, they'd pick the vehicle up and it would be gone, or you would have to do something with it.” Valder, “Correct.”

DeRoche, “You know, to my knowledge—and again, you know, my problem is you weren't up front, and if you remember right, you operated for, like, three months without a permit in the city and I think the reasoning was because you still had an open license from St. Louis Park.” Valder, “Spring Lake Park.”

DeRoche, “Spring Lake Park?” Valder, “A wholesale license, not a retail license.”

DeRoche, “Okay, but that doesn't carry over here. And, you know, it's—you know, the frustrating thing for me is, again, I 'went to bat' for you, I really did, and if you read the minutes, you'll see that.”

Valder, “Well, you've got to see from my standpoint too. This is my first time around. I'm young, young business owner, don't know how it all works, okay? I had the business plan of, yes, I'm going to go—I'm going to find these people cars, okay, because I want to make sure they're nice, they're good. I'm not going to sell them a piece of crap trade-in like you did when I worked for, you know, a major dealership down in Fridley. I wasn't going to do that. Found out how do you get these customers? How do you get this clientele? Okay? Internet can only do so much. It's just like, you know, having a Coke bottle that, you know, you can get at the grocery store down the street, but if I don't have it, they're not going to come to me, okay? So I decided, you know what? I'm going to get the nice stuff that I've previously sold my clients with to create new clientele and have them come back, and it's worked and that's why I have more vehicles than the five, six that I normally started with and that's what created my business to grow, okay. So I didn't know that going in there, but I made sure that was in my guidelines that it's—you know, it's Internet distribution sales. I don't have for sale signs on these things. I don't have price tags. I have nothing on those trucks out front except for the buyer's guide by the Minnesota state law that I have to have. So as far as that aspect, I've been up front with you since day one. It's just I'm young and I didn't know how this was going to go. You know, it's just all my own money. I don't have my dad help me. I don't want my grandparents to help me. I did this all on my own and that's what I figured out is that's what I had to do. To create more clientele, I had to have more inventory that's not sold yet to get those clients to come in and service those clients in the future, and that's what I've done.”

DeRoche, “Well, to use—and I'm going to say it's an excuse, Jordan, because to use the excuse you're young and you didn't know better, I'm sorry. I—I—you know, whatever. I would rather if you'd come in and said, 'You know what? Yeah, you're right. Geez, yeah, maybe, hey, this is what, my plans have changed. This is what I want to do,' whatever. But to say you're young and you didn't understand it, you're—if you've got a Minnesota dealer's license, you've been in the game for a little while.”

Valder, "Wholesale, not retail." DeRoche, "Okay." Valder, "This is the first time I got retail, deal with customers. That wholesale the other dealers. Total different ballgame."

DeRoche, "And bear in my mind, because you advertise on the Internet doesn't make you an Internet sales business because Car Soup does it, Auto Trader does it, a lot of those people do it."

Valder, "Where do you find that guideline? That's just what—don't make no sense." DeRoche, "Well, it was in your IUP." Valder, "Correct. It's Internet distribution sales. Everything's done on the Internet."

Vierling, "No, you have to read the definition that was passed, and that was 95% of all sales initiated and secured through Internet, understood that between buyer and seller. Business has no presale acquired inventory. All sales substantially completed before the product is delivered to the business site for delivery to the customer. Minimal need for automobile storage on site. I appreciate your business history and, you know, this area was set up for an IUP to facilitate the Internet business described and defined in the ordinance, but, you know, the good news is you've gone beyond that with your business model and this is no longer a place that fits for you."

Valder, "Correct. That's exactly why I'm looking for a new spot."

Moegerle, "I have a question for the attorney. Since his business model has changed, if we grant the extension of the zoning text amendment and all of the—in the terms of the zoning text amendment, then do we accept his change in business model and does that cause a precedent problem down the road?" Vierling, "No, because you're only extending the existing permit under its existing terms and conditions. The issue that you're really presenting is enforcement." Moegerle, "Exactly, yeah."

DeRoche, "Well, I've got to ask, okay, because I remember when you came in here and I remember us—I don't know. It just kind of burned me up that you were operating without—when the City said don't until we get you going, and you did anyway and, you know, it looks like a car lot. I don't care how you cut it, Jordan, it looks like a car lot." Valder, "Absolutely. That's essentially—that's some cars. That's essentially what I do. I mean, I don't..."

DeRoche, "Well, and I—I'm not disputing that at all. That's not what's in question here."

Valder, "Right."

DeRoche, "But we have this real expensive sewer system that is in this district down there, and, you know, there's been talk, we need to do a comp plan, we need to figure out how we're going to piece businesses in here that are really going to contribute to help pay for that..." Valder, "Right."

DeRoche, "I, because every single person in East Bethel's on the hook for that bad boy. And at the time, a car lot, and that's why there had to be a zoning text amendment because the City at that time didn't allow it." Valder, "Right."

Valder, "That property is going to be redeveloped, I'm sure. You guys know. If you don't know, it's going to be, so I know I've got to go somewhere else anyways, so that's, you know—it is what it is."

Moegerle, "Where are you in that process?" Valder, "I found two properties and make an offer on one, but the property needs a lot of work, like Tim's did, so for me to get it, you know, ready and just approval for the, you know, loan company to say yeah, it can be occupied, it's going to take me, hopefully, less than 2 months, I'm hoping. But you just don't know." Moegerle, "Right."

Valder, "So that's why I'm just saying 6 months just to give me, you know, enough time so I just, you know."

DeRoche, "What's your take on it, Tom?"

Ronning, "Well, I think there's a goof, and what do we do about it? How big of a problem is it? Goof is a pretty mild word for some things. What city are you looking in, if I may? Pardon?"

Valder, "Cambridge." Ronning, "Cambridge." Valder, "I'd love to be here, but I know it's just not going to work out for me." Ronning, "Yeah, I'd like to see whoever's here stay here."

DeRoche, "Tim?"

Harrington, "You know, I really don't have a problem for 6 months. I mean, it does look like a car lot. I've driven by that every day and, you know, if you could move vehicles around a little bit—but for 6 months, you know, I'm all for business. I'm, you know." Valder, "Thank you."

DeRoche, "Jack, what are your recommendations?" Davis, "I, too, think that a 6-month extension should be granted, but we may want to consider some further restrictions in the IUP, especially for the number of days that a vehicle can remain on the lot just so we don't have any questions about that. Also, the number of vehicles, you could consider lowering that, but as far as the 6 months, I would recommend the approval, the extension with whatever considerations you think are necessary for restrictions, especially the number of days a vehicle can remain on the lot."

DeRoche, "I can go for that. He's the boss, so."

Valder, "I've got employees to pay for, so I mean I can't just all of a sudden downsize, say, 'Hey, guys, you know, you've got nothing to work on. Matt, sorry, your sales have got to go down.' I can't do that to them."

Moegerle, "But you do understand the issue of the sales lot."

Valder, "100%, and I tried initially. That's initially what I wanted, but, you know, I try to think of, you know, creative ways to get in and, you know, I thank you for let—allowing me to do this. I really do."

Ronning, "If you ask my opinion—yeah, I interrupted. Pardon me. I'm sorry. When you balance some of these things out, does the crime deserve the time, does it match? If you're out of my business, that's like the death sentence, death penalty, and for what he did, I don't

know that I can justify harming his business. You know, if you explain what needs to be done and if that is—there's no problem with that and it's agreeable, I don't have a problem either, like Tim says."

DeRoche, "Well, I don't think we're running him out of business." Ronning, "If we don't grant the permit, we are."

DeRoche, "Where you want to set up for re—for development, and I think there's only two of us that were here when this thing was originally issued." Ronning, "Yeah."

DeRoche, "And, you know, I was kind of a—and at that time, Ms. Moegerle, had the same concerns I did, and—about setting precedent and, you know, jeez, this is where we're supposed to be developing and—do I want to run you out of business? No, but I don't know, man. I wish you could be on this side and see what decisions you've got to make here."

Moegerle, "Well, here's the difficulty. The difficulty is just that in six months, you'll be gone, but the thing of it is, is they're going to be more businesses coming, and, you know, we're going, gee, you know we had that problem with Jordan. Nice guy and all that stuff, but we learned too, just like you learned." Valder, "Oh, yeah."

Moegerle, "And so, you know, nobody—the idea of punishing you, it doesn't enter my mind, but what it does concern is, you know, maybe a violation of our trust and our faith, and that's disappointing. And so, you know, if we can make the next six months a little happier and, you know, follow that a little closer, I think that will make enforcement issues a lot easier for all of us."

Valder, "What's the issue, as far as just the amount I have? I'm under my 20."

Moegerle, "Yeah, I went by and counted. I got up to fourteen and I was too far. But, you know, I think making—it looks like a car lot, like they said. Along that western border there, they're all parked up—last time I was there, and I realize things have probably changed since then. But, you know, we don't want it to look like a car lot. We understand a car lot is your business, and so that's..."

Valder, "That's just it." Moegerle, "Yeah, I know." Valder, "When you have customers come in and, you know, they get the cars, you know, it kind of gets sketchy, you know. They just don't feel comfortable. I want my customers to feel comfortable when they come to my place." Moegerle, "Sure."

Ronning, "Jack mentioned the thing about 45 days and then rotate or do something with it. Do you have a best guess what your stock looks like for time?" Valder, "Before mechanic or when it actually is ready for sale?" Ronning, "Oh, boy. Well, I guess what is on the property."

Valder, "Sometimes they get distributed disputed everywhere, if they have to go to the body shop, they have to go to the mechanic's shop, but, you know, I've been very fortunate to turn my vehicles within 30 days and that's pretty unheard of, and that's why, you know, I can continue to grow is because I'm not paying interest on these vehicles because most of them are floor planned. And if you have them over the 45 days, you've got another fee, and that's daily interest. So their goal is for you to run them as quickly as possible, so in return

I have to. So they don't—they don't stay more than 30 days, on average I should say, because there are a couple that, you know, for some reason just take a while to find the right client for it."

Davis, "I'm not speaking for the Council, but would you be amenable to reducing that 45-day period to a 30-day period?" Valder, "I guess, you know, it doesn't—as far as the out-front storage, that's really not going to affect me, so."

Koller, "Well, I think since he's asking for a 6-month extension while he finds a new place, we're spending an awful lot of time on something that's going to end in 6 months." Ronning, "Yeah."

DeRoche, "Well, the problem is, another business sees it just like Ms. Moegerle, stated, you know, 'Well, he did it, so why can't we do it?'"

Moegerle, "We've grown and learned and are more mature."

DeRoche, "And, you know, we've had quite a few issues up here where, you know, a precedent was set and somebody—'Well, gee whiz, you let them do it. Why can't I?'"

Ronning, "Because it was wrong. It wasn't complied with and that probably needs to be more up front." Moegerle, "I disagree that it was wrong. I really do." Ronning, "Well, I'm—just—that's a figure of speech then."

DeRoche, "So where are we at here?"

Moegerle, "I call the question."

Vierling, "Motion on the table."

DeRoche, "Well, you—to operate the same as he is or..." Vierling, "No, to operate under the existing permit as conditions are provided in the permit."

Ronning, "Correct. Jeez, I don't know who—I think I seconded. I'm not sure."

Moegerle, "I did. I did." Vierling, "Okay, that's right, Moegerle seconded."

Moegerle, "Do you want to amend it?" Koller, "I think it's fine just the way it is." Moegerle, "Okay."

DeRoche, "Well, then motion stands for leaving everything the way it is with no other restrictions, even though he's not operating under the IUP."

Moegerle, "Amendments?" Ronning, "Well, what would we need to correct?"

Vierling, "To be clear, I don't think you need to correct anything, to be honest with you. I think the motion was extend existing IUP under its terms, 6 months."

Ronning, "But I just want to make sure we're all clear as far as..." Vierling, "I don't think you want to amend the IUP." Ronning, "I don't think so either."

**All in favor, motion carries unanimously.**

Valder, "Thank you."

8.0D  
Finance  
8.0D.1

Davis presented the staff report and indicated he just wanted to go over this because at the meeting when the auditors made their presentation, we had some recording difficulties. This meeting didn't get recorded, and there were some very positive things that came out of their review and I just want them so everyone can see them.

The 2013 Annual Financial Report (AFR) has been prepared, audited and approved by City Council on April 23, 2014. A summary of the report is as follows:

- The City received a clean and unqualified opinion from the Auditors
- There were no material weaknesses detected within the City's internal controls
- The City has improved its bond rating to AA which enables the City to receive better interest rates for bond re-financing
- The General Fund ended 2013 with 62% of 2014 budgeted expenditures fund balance or \$2,982,714. An adequate fund balance provides the following:
  - 1.) The cash flow required to fund City expenditures between the semi-annual receipts of property tax payments from Anoka County
  - 2.) A buffer against state aid adjustments
  - 3.) A means to finance unanticipated expenditures which are not covered within the budgeting process
  - 4.) Assists the City in securing better interest rates for future bond refinancing or sales.
- The City's debt per capita is lower than our peer group of cities in the 10,000 to 20,000 population range (3<sup>rd</sup> Class Cities)
- The City's taxes per capita are lower than our peer group of cities
- Current expenditures per capita are lower than our peer group of cities.

While there are no recommendations or actions requested, the City's overall financial status, in spite of the indebtedness for the Municipal Utilities Project, is healthy and sound due to management practices adopted and consistently implemented by City Council and Staff.

DeRoche, "Good job Mike. We did hear comments from the auditors. In fact, I ran into them up at the Mayor's Conference. And, they were real complimentary of Mike Jeziorski. The City had everything in order. It's probably one of the easier cities."

Koller, "Good. I want thank to you too Bob, and Tom, and Jack. You guys have done an outstanding job too."

Ronning, "I agree about me. I agree with the commendation but think Mike has had a lot to do with that. I'd make a motion to direct staff to prepare a Letter of Appreciation on a good job."

Davis, "Don't forget one other person, (former Finance Director) Rita Pierce has had a lot to do with this." Ronning, "Yes, absolutely. Do we need a motion to do that, make that?" Vierling, "You may make a motion."

**Ronning motioned to submit a Letter of Commendation to Mike Jeziorski and Rita**

**Pierce for their work as Finance Directors as it relates to the 2013 Audit Report. DeRoche seconded. All in favor, motion carries unanimously.**

8.0E  
Public Works

None.

8.0F  
Fire  
Department

None.

8.0G  
City  
Administrator

Davis, "I have no reports at this time."

**9.0 Other**  
9.0A  
Staff Reports

None.

9.0B  
Council  
Report –  
Member  
Moegerle

Moegerle, "I heard two words today that I haven't heard probably, in a long time, and that was Doug Sell. I actually ran into him in Applebee's early in April. Hadn't seen him in quite a while so that was a surprise meeting.

The cleanup has gone well and the street sweepers were out today and doing a fine job so that was very good to see.

Yesterday in the mail, I got a notice of the Forest Lake School Board's intention to raise taxes. It's going to be a bond, it's going to be on the voting ballot coming up here in May. The way I read it, \$188,000,000 is what they're looking at. DeRoche, "You read that right."

Moegerle, "So, I think we need to read that. Now, that's just for the people who have kids that go to the Forest Lake district. Yeah, ISD 15, is yours so pay attention to that.

Recently, I've gotten comments from renters in the Beach area about the quality of the rentals. And, there was apparently a situation where he septic failed and was 'geyser-ing' up yesterday, which is not what you want to do any time. But, as a renter, it was very bad. We have discussed this issue about having a registration of rental properties so that we know which are rental properties. There are some public safety aspects of that from, you know, if there's a fire and we know it's a rental, maybe we'll look for more kids than if we know it's just owned by a single individual, and so forth. That's not the only rental that we are aware of at the Beach that has a bad septic system. But, I would like at least to have some more consideration about having the rental properties either listed, have a list of them, and do some enforcement issues on that. I know, Mark and I have had some exchange on that, on how to do that without creating a whole new enforcement problem. So, it's something that we have to do in a measured way. But, I would certainly think it's something that we need to revisit just because of the number of complaints and the quality of the complaints.

And, Ron, I have a couple meant for you. You were sorely missed yesterday at the Upper Rum River Water Management Organization meeting. It was the annual meeting. We got some good compliments on the audit that was done and there's going to be a further audit.

But, the preliminary information was very good and Jamie Schurbon from Anoka Conservation District got kudos as well. The take away from that was that in 2016 the fees are going to go up to the City by about \$10,000 a year, which, yeah, if only all of our other fees went up only \$10,000 a year. So, it's a substantial amount relative to what we pay but in the scheme of things, not so much.

Then there's the other interesting thing that's going through the Coon Creek Water Management Organization in which Ham Lake wants to pull out of Upper Rum River as well as the Sunrise River Organization, which would again be another increase for East Bethel. So, it's something that's coming down the pike that they're trying to get accomplished."

Ronning, "The cost increase you mean?" Moegerle, "Well, not, the cost is going to be the same but the proportion that East Bethel pays will be greater if Ham Lake goes out."

Moegerle, "And, I'm not sure whether you saw Sunday's paper? 'If you Build It?' This is Lake Elmo, 'the city learns that if you build sewers, growth will come.' So, someday maybe we'll have that headline. That's all I have."

Council  
Member  
Ronning

Ronning, "I don't really have very much either. I've had, during this year, several comments about compliments, thanking for what we're doing. The most recent one, was somebody over in Coon Lake Beach and they said they are a 15 year resident and they were really upset with the way things were going and they like things now. They are going to stay. And, when those things come along, it's not me, it's compliments for our attorney, for the Council, for Jack. But, people I've spoken with are somewhat pleased and if they're not, we really need to hear some of those things because, as I said the other day, it's too easy for a small group of people to make rules that effect everybody. And, we owe them more than that.

Another thing, it's just an idea, I've been talking to different groups and different things. There is so much history around here with the seniors and the people that really formed this whole area. I've spoken with some different groups and I don't get any 'bites,' I don't know that there are any 'bites' here either, but to get these people in an area with a round table discussion, some coffee or something, and get the conversation going about what it was like when you were a kid. And, then walk through it a little bit. There's so much, because a lot of stuff has happened here that no body's aware of. Unless I'm the only one that appreciates that stuff, I think, it would be nice to put together and make available for people. No 'bites' so far. That's it for me. Thank you."

Council  
Member  
Harrington

Harrington, "I've got a couple things. Road restrictions are going to be lifted Friday at 12 o'clock for the metro south. The northern part of the State restrictions stay on for a while yet.

And then, my big concern is tomorrow, they're talking about a big severe outbreak. I just think the people of East Bethel should be aware because they are talking severe thunderstorms. You know, everybody watch the sky or whatever, keep an eye on the radio. Be safe."

DeRoche, "Wear your hat. You all done?" Harrington, "All done."

Koller, "I went to Planning and Zoning and they were discussing pole barns on smaller lots. Hopefully that will be approved. They also discussed some rezoning that we tabled today at the Work meeting.

The Sunrise Water River Watershed, we met with a committee from Linwood Lake and they wanted to discuss some problems with Curly Leaf in their lake that is very problematic last year."

DeRoche, "It's spreading."

Koller, "So, we're in contact with Jamie Schurbon about that treatment-wise and trying to get that scheduled. From what I've heard, it's like 2016 if they get on it right now, they'll be able to actually do something.

And, the Fire Department, I went to that meeting and everything is looking good there. All the firemen are going through their physicals in the next few weeks. So, we'll see who hasn't been keeping up. They asked me if I wanted to get mine done and I declined. That's about it."

Mayor  
DeRoche

DeRoche, "Well, we had recycling last weekend. That went well. The garage sale was at the Ice Arena. I did stop in there. They are looking for, what do you call it, applicants for the pageant for their scholarship program. I don't think they call it 'pageant,' do they? So, if anybody is interested, you can probably get a hold of somebody at City Hall. I think we have information here, don't we Jack?" Davis, "Yes."

DeRoche, "Went to the LGO meeting the other night. Sandhill Crane situation is moving forward. I spoke with John VondeLinde. So, anyway, the DNR is working on that.

Actually, next week, I'm on the Anoka Community Corrections Committee and we're going out to the Lino Juvenile Center to have the meeting. They have some type of an open house where the kids can go out and look at different options for schooling. Maybe some way to get out of where they're at.

Went to the Mayors meeting up in Fergus Falls. That was an interesting trip. I would recommend if anybody gets in to be Mayor, that you go up there. It's kind of a spot where you kind of 'let your hair down.' I mean, I don't drink but I still had a pretty good time. You get a really good idea of what is going on in other cities and then you kind of reflect back on ours. And, we're doing all right. There's a lot of cities out there that have a lot of worse problems. A lot fewer people to try and figure it out.

I went to the Fire Department retirement breakfast that Tammy Gimpl put on. That was, touching on what Tom said, a bunch of the old fire fighters retired. Boy, you talk about a good time. Them guys have a lot of history. They were talking about before East Bethel was even Bethel. And, how they grew up on the farms and pulled all their little shenanigans and stuff. And, started to eat breakfast, or lunch, and somebody said you know, 'Where'd Tammy go?' Well, she had to go on a dog call. Now, Tammy's the dog catcher. Ten minutes later you hear this old siren going off, she pulls up in the lot, all the old fire fighters go outside, she had bought an old 1951 fire truck and had "Retired East Bethel Fire Fighters" magnetic sign put on the side of it so that the old retired guys can ride in the parade. I thought that was pretty good of her to do that. The truck is in pretty nice shape. She does a lot of stuff in this City. Thanks Tammy. For those of you who don't know, she

wears more 'hats' than you can shake a stick at. Other than that, I'm pretty much done."

Ronning, "One little history piece that I learned from these seniors, Cooper's Corner was Bethel. So, a guy named Cooper started a post office there and that's where it gets its name 'Cooper's Corner.' When the railroad came through, they didn't go where Bethel thought it was going to go. They picked the whole town up and moved it to be on the railroad. But, you just don't hear that stuff. People don't know that. It's, sometime you have to figure out who we are and where we come from."

9.0C  
Other

Sharon Johnson, "My point of order, if that is what this is. It wasn't clear. I had, at this meeting, that you'd be voting on, or voting to table, on the zoning. That's why I didn't speak during the Public Forum about it. It was just on the agenda. There was no notification to me, personally, or the farm, in a letter that this was going to be voted on. So, I just happened to come onto the City site and looked at the agenda, and saw that there was a report on it. So, I feel that I wasn't, I didn't take advantage of the Public Forum because I didn't really understand that it was going to be voted on. I understand, I honestly understand your wanting to discuss this at length because it is a very important issue. It is important for you but it is important for us too. I do have some objection to your discussing our property in Closed Session."

Vierling, "It's not going to be in a Closed Session." Johnson, "So, we can come to a working session?" Vierling, "It's a Workshop Session but understand that a Workshop Session is not for audience participation."

DeRoche, "We don't vote in a Work Session. There's never been a Closed, a Closed Session is usually for legal matters. Any of the Workshops are open for anybody to come."

Vierling, "After the Workshop Session is completed, that topic will come back into an Open Session and you may have an opportunity to speak then. But, formally, everybody's opportunity under law to speak was at the Planning Commission."

Johnson, "Right, and we did and they voted on it."

Davis, "And, there was no notification requirement for this agenda item tonight. The notification requirements for the Planning Commission, they are the ones that have to make a recommendation to City Council."

9.0D  
Closed  
Session

Vierling, "Okay, with that being said, for the members of the audience and for the record, we note that at the present time that the Council's about to go into Closed Session at the recommendation of our office relative to Code enforcement matters effecting two properties, 103 Sims Road NE and 181 Bryant Lane NE. The Council will recess into Closed Session and meet with legal staff with regard to those issues, after which the Council will reappear back here and announce any decisions that have been made before they would adjourn for the night. With that being said, Mayor and Council, I recommend that a motion be made to go into Closed Session for the purposes I have indicated."

Recess

**DeRoche made a motion to recess the Regular Session at 9:44 p.m. and meet in Closed Session per Minnesota Statute 13D.05, Subd. 3(b), to address Code enforcement issues. Koller seconded. All in favor, motion carries unanimously.**

Reconvene

The meeting was reconvened at 10:16 p.m.

DeRoche, "We are not back on the record."

Vierling, "Thank you Mr. Mayor. For the public and for the record, we would note that the Council is coming back into Open Session after having concluded the Closed Session meeting with the City Attorney with regard to Code compliance and enforcement issues on two properties. The Closed Session was attended by all members of the Council, Mr. Jack Davis the City Administrator, and myself as the City Attorney. The Council took no formal votes during the Closed Session and gave staff direction with regard to the two properties and thereafter concluded the Session. With that report, Mr. Mayor, the Council can now adjourn if you wish to do so."

**10.0  
Adjourn**

**Koller made a motion to adjourn at 10:18 p.m. Harrington seconded. All in favor, motion carries unanimously.**

Submitted by:

Lynn Kneeland-Adams and Carla Wirth  
*TimeSaver Off Site Secretarial, Inc.*

**CITY OF EAST BETHEL  
EAST BETHEL, MINNESOTA**

**RESOLUTION NO. 2014-17**

**RESOLUTION ACKNOWLEDGING THE DONATION FROM  
CHOPS, INC.**

**WHEREAS**, the City of East Bethel has received a donation in the amount of \$1,000.00 from CHOPS, Inc. that will be used towards Family Fun Night.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT:** the City Council of the City of East Bethel acknowledges and accepts the \$1,000.00 donation from CHOPS, Inc.

**BE IT FURTHER RESOLVED THAT:** the City Council of the City of East Bethel expresses its thanks and appreciation to CHOPS, Inc. for their donation of \$1,000 towards Family Fun Night.

Adopted this 21st day of May, 2014 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

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Bob DeRoche, Mayor

ATTEST:

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Jack Davis, City Administrator

**PAY ESTIMATE #6**  
**CITY OF EAST BETHEL**  
**Castle Towers/Whispering Aspen 2013 Forcemain Project**

May 15, 2014

City of East Bethel  
 2241 - 221st Avenue N.E.  
 East Bethel, MN 55011-9631

RE: Castle Towers/Whispering Aspen 2013 Forcemain Project  
 Contractor: LaTour Construction, Inc.  
 Award Date: July 11, 2013

The following work has been completed on the above-referenced project by LaTour Construction, Inc.

**Base Bid Schedule "A" - Removals**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
1	Clearing	0.80	ACRE	\$4,200.00	1.06	\$ 4,452.00
2	Grubbing	0.80	ACRE	\$4,200.00	1.06	\$ 4,452.00
3	Clearing	32	TREE	\$105.00	24	\$ 2,520.00
4	Grubbing	32	TREE	\$105.00	24	\$ 2,520.00
5	Remove Sidewalk	51	SQ YD	\$6.25		\$ -
6	Remove Watermain and Forcemain	60	LIN FT	\$5.00		\$ -
7	Remove Concrete Curb and Gutter	85	LIN FT	\$5.05	14	\$ 70.70
8	Remove Bituminous Pavement and Bituminous Curb	749	SQ YD	\$4.00	1,182	\$ 4,728.00
9	Cap Existing Forcemain Pipe	1	LUMP SUM	\$630.00		\$ -
10	Sawing Bituminous Pavement (Full Depth)	312	LIN FT	\$3.25	276	\$ 897.00
11	Mill Bituminous Surface	81	SQ YD	\$10.45		\$ -
12	Salvage Metal Flared End Section and Grate	1	EACH	\$130.00	1	\$ 130.00
13	Salvage Storm Sewer	20	LIN FT	\$7.50	20	\$ 150.00
14	Salvage Signs	20	EACH	\$90.00	5	\$ 450.00
15	Salvage Chain link Fence	141	LIN FT	\$6.25	141	\$ 881.25
16	Salvage Gate	3	EACH	\$128.00		\$ -
17	Salvage Valve Box	2	EACH	\$90.00		\$ -
<b>Total Bid Schedule "A"</b>						<b>\$ 21,250.95</b>

**Base Bid Schedule "B" Forcemain and Gravity Sewer**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
18	Stabilizing Aggregate (LV)	100	CU YD	\$36.00		\$ -
19	Granular Borrow (CV)	400	CU YD	\$16.50	98	\$ 1,617.00
20	Aggregate Backfill (CV)	550	CU YD	\$36.50	67	\$ 2,445.50
21	Geotextile Filter Type IV	2,200	SQ YD	\$2.45	134	\$ 328.30
22	Ductile Iron Fittings	3,330	POUND	\$5.60	6,390	\$ 35,784.00
23	8" PVC Sanitary Sewer - SDR 35	38	LIN FT	\$78.50		\$ -
24	10" PVC Sanitary Sewer - SDR 26	20	LIN FT	\$98.00	20	\$ 1,960.00
25	12" PVC Sanitary Sewer - SDR 26	92	LIN FT	\$114.00	75	\$ 8,550.00
26	12" DIP Sanitary Sewer - Class 52	20	LIN FT	\$173.00		\$ -
27	10" PVC Plug	1	EACH	\$185.00		\$ -
28	12" PVC Plug	1	EACH	\$190.00	1	\$ 190.00
29	4" PVC Sewer Forcemain (DR 18)	22	LIN FT	\$24.00		\$ -
30	6" PVC Sewer Forcemain (DR 18)	1,590	LIN FT	\$19.00		\$ -
31	8" PVC Sewer Forcemain (DR 18)	6,997	LIN FT	\$20.50		\$ -
32	10" PVC Sewer Forcemain (DR 18)	9,133	LIN FT	\$24.25	9,043	\$ 219,292.75
33	Steel Casing Pipe - Jacked - 8" Carrier Pipe	120	LIN FT	\$264.00		\$ -
34	Steel Casing Pipe - Jacked - 10" Carrier Pipe	120	LIN FT	\$282.00	120	\$ 33,840.00
35	6" PVC Sewer (DR 18) - Directional Drill	70	LIN FT	\$51.75		\$ -
36	8" PVC Sewer (DR 18) - Directional Drill	1,869	LIN FT	\$45.75		\$ -

**PAY ESTIMATE #6  
CITY OF EAST BETHEL  
Castle Towers/Whispering Aspen 2013 Forcemain Project**

**Base Bid Schedule "B" Forcemain and Gravity Sewer - Continued**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
37	10" PVC Sewer (DR 18) - Directional Drill	400	LIN FT	\$57.30	490	\$ 28,077.00
38	Meter Manhole -4" Meter	1	EACH	\$12,150.00		\$ -
39	Meter Manhole -8" Meter	1	EACH	\$19,400.00		\$ -
40	Forcemain Cleanout Type 1 - 8" Forcemain	2	EACH	\$8,755.00		\$ -
41	Forcemain Cleanout Type 1 - 10" Forcemain	3	EACH	\$9,775.00	3	\$ 29,325.00
42	Forcemain Cleanout Type 2 - 8" Forcemain	1	EACH	\$8,345.00		\$ -
43	Forcemain Cleanout Type 2 - 10" Forcemain	1	EACH	\$10,500.00	1	\$ 10,500.00
44	Air/Vacuum Release Valve Manhole - 8" Forcemain	6	EACH	\$11,100.00		\$ -
45	Air/Vacuum Release Valve Manhole - 10" Forcemain	3	EACH	\$12,125.00	3	\$ 36,375.00
46	8" Gate Valve and Box	7	EACH	\$1,610.00		\$ -
47	10" Gate Valve and Box	8	EACH	\$2,285.00	8	\$ 18,280.00
48	Tracer Wire	21,959	LIN FT	\$0.35	18,639	\$ 6,523.65
49	Access Boxes For Tracer Wire	22	EACH	\$91.00	7	\$ 637.00
50	Passive Electronic Markers	122	EACH	\$26.50	40	\$ 1,060.00
51	Marker Posts for Access Boxes and Structures	22	EACH	\$130.00		\$ -
52	4" Polystyrene Insulation	504	SQ FT	\$6.00	256	\$ 1,536.00
53	Connect to Existing Manhole	1	EACH	\$2,000.00		\$ -
54	Connect to Existing Pipe	8	EACH	\$1,500.00	3	\$ 4,500.00
55	Clean and Video Tape Pipe Sewer	112	LIN FT	\$5.25		\$ -
56	Construct Sanitary Structure Design 48-4007	6	LIN FT	\$450.00		\$ -
57	Construct Sanitary Structure Design 48-4007 - Drop Manhole	28.5	LIN FT	\$465.00		\$ -
58	Casting Assembly - Sanitary Sewer	2	EACH	\$860.00		\$ -
59	Dewatering	1	LUMP SUM	\$176,000.00	1	\$ 176,000.00
<b>Total Bid Schedule "C"</b>						<b>\$ 616,821.20</b>

**Total Base Bid Schedule "C" - Lift Station No. 2 Construction**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
60	Fiber Optic Cable With Schedule 40 Conduit	1,650	LIN FT	\$18.00		\$ -
61	Tracer Wire for Buried Fiber Optic Cable	1,680	LIN FT	\$0.01		\$ -
62	Access Boxes For Tracer Wire	4	EACH	\$0.01		\$ -
63	Marker Posts for Access Boxes and Structures	3	EACH	\$129.00		\$ -
64	84" Diameter Valve Manhole Structure and Appurtenances	1	EACH	\$21,000.00	1.0	\$ 21,000.00
65	96" Diameter Sanitary Sewer Lift Station Structure and Appurtenances	1	EACH	\$62,300.00	1.00	\$ 62,300.00
66	Portable Davit Crane With Power Winch	1	EACH	\$3,350.00	0.75	\$ 2,512.50
67	Trash Basket With Ladder	1	EACH	\$3,850.00	0.6	\$ 2,310.00
68	Submersible Lift Station Pump and Discharge Elbow	2	EACH	\$12,250.00	2	\$ 24,500.00
69	Pump Rails, Chains, Guide Brackets and Appurtenances	1	LUMP SUM	\$3,075.00	1	\$ 3,075.00
70	Control Panel, Level Floats and Transducer	1	LUMP SUM	\$38,600.00	0.10	\$ 3,860.00
71	Generator	1	LUMP SUM	\$29,000.00	1.00	\$ 29,000.00
72	Electrical and Startup	1	LUMP SUM	\$16,000.00		\$ -
73	Dewatering	1	LUMP SUM	\$50,000.00	1	\$ 50,000.00
<b>Total Bid Schedule "C"</b>						<b>\$ 198,557.50</b>

**PAY ESTIMATE #6  
CITY OF EAST BETHEL  
Castle Towers/Whispering Aspen 2013 Forcemain Project**

**Base Bid Schedule "D" - Site Work and Storm Sewer**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
74	12" RC Pipe Sewer Design 3006 CL V	91	LIN FT	\$44.30	90	\$ 3,987.00
75	15" RC Pipe Sewer Design 3006 CL V	41	LIN FT	\$53.00	41	\$ 2,173.00
76	15" RC Pipe Apron	1	EACH	\$640.00	1	\$ 640.00
77	Construct Drainage Structure Design H (27")	1	EACH	\$1,400.00	1	\$ 1,400.00
78	Construct Drainage Structure Design 48-4020	1	EACH	\$1,900.00	1	\$ 1,900.00
79	Aggregate Base Class 5	490	TON	\$26.00	441.9	\$ 11,489.40
80	Bituminous Material for Tack Coat	77	GALLON	\$4.15		\$ -
81	Type SP 9.5 Wearing Course Mixture (2,B)	179	TON	\$100.00		\$ -
82	Type SP 12.5 Non Wearing Course Mixture (2,B)	148	TON	\$97.00	34.12	\$ 3,309.64
83	Concrete Curb & Gutter Design Surmountable	71	LIN FT	\$18.25		\$ -
84	Concrete Curb & Gutter Design B618	205	LIN FT	\$18.75		\$ -
85	4" Concrete Walk	459	SQ FT	\$5.25		\$ -
86	6" Concrete Pavement	846	SQ FT	\$5.75		\$ -
87	Bollard	12	EACH	\$562.00		\$ -
88	Coniferous Tree, 6' HT B&B	20	EACH	\$236.00		\$ -
89	Deciduous Tree 2.5" CAL B&B	20	EACH	\$300.00		\$ -
90	Random Riprap Class II	3	CU YD	\$190.00		\$ -
91	Floatation Silt Curtain Type Moving Water	200	LIN FT	\$16.25	50	\$ 812.50
92	Silt Fence Type Machine Sliced	5,000	LIN FT	\$1.60	3,000	\$ 4,800.00
93	Temporary Rock Construction Entrances	10	EACH	\$810.00	4	\$ 3,240.00
94	Topsoil Borrow (LV)	2,000	CU YD	\$13.35	98	\$ 1,308.30
95	Turf Establishment	27	ACRE	\$3,050.00	31.2	\$ 95,160.00
96	Erosion Control	1	LUMP SUM	\$3,600.00	1.00	\$ 3,600.00
<b>Total Bid Schedule "D"</b>						<b>\$ 133,819.84</b>

**Bid Schedule "E" - Watermain**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
97	Ductile Iron Pipe Fittings	376	POUND	\$4.65		\$ -
98	6" Watermain Ductile Iron Class 52	60	LIN FT	\$37.25		\$ -
99	6" Gate Valve and Box	1	EACH	\$1,370.00		\$ -
100	Connect to Existing Watermain	2	EACH	\$945.00		\$ -
101	Polystyrene Insulation	32	SQ FT	\$4.00		\$ -
102	Hydrant	1	EACH	\$4,105.00		\$ -
<b>Total Bid Schedule "E"</b>						<b>\$ -</b>

**Base Bid Schedule "F" - Mobilization, Traffic Control and Allowances**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
103	Mobilization	1	LUMP SUM	\$61,400.00	1	\$ 61,400.00
104	General Construction Allowance	1	LUMP SUM	\$40,000.00	0.41	\$ 16,432.00
105	Private Utility Allowance	1	LUMP SUM	\$50,000.00		\$ -
106	System Integrator Allowance	1	LUMP SUM	\$50,000.00		\$ -
107	Traffic Control	1	LUMP SUM	\$9,300.00	1	\$ 9,300.00
<b>Total Bid Schedule "F"</b>						<b>\$ 87,132.00</b>

**PAY ESTIMATE #6**  
**CITY OF EAST BETHEL**  
**Castle Towers/Whispering Aspen 2013 Forcemain Project**

**Alternate Bid No. 1**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
1	Connect to Existing Lift Station	1	EACH	\$4,500.00	1	\$ 4,500.00
2	8" PVC Sanitary Sewer - SDR 35	547	LIN FT	\$72.00	549	\$ 39,528.00
3	8" PVC Sanitary Sewer - SDR 26	965	LIN FT	\$73.00	959	\$ 70,007.00
4	10" PVC Sanitary Sewer - SDR 26	125	LIN FT	\$77.50	105	\$ 8,137.50
5	Clean and Video Tape Pipe Sewer	1,637	LIN FT	\$1.30		\$ -
6	Construct Sanitary Structure Design 48-4007	142.9	LIN FT	\$211.00	165.24	\$ 34,865.64
7	Construct Sanitary Structure Design 48-4007 - Drop Manhole	25.9	LIN FT	\$314.00	25.93	\$ 8,142.02
8	Casting Assembly - Sanitary Sewer	8	EACH	\$860.00	8	\$ 6,880.00
9	Dewatering	1	LUMP SUM	\$46,100.00	1	\$ 46,100.00
<b>Total Alternate Bid No. 1</b>						<b>\$ 218,160.16</b>

**Alternate Bid No. 2**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
1	10" PVC Sewer Forcemain (DR 18)	6,997	LIN FT	\$24.00	7,249	\$ 173,976.00
2	Steel Casing Pipe - Jacked - 10" Carrier Pipe	120	LIN FT	\$182.00	120	\$ 21,840.00
3	10" PVC Sewer (DR 18) - Directional Drill	1,869	LIN FT	\$56.75	1,919	\$ 108,903.25
4	10" Gate Valve and Box	7	EACH	\$2,300.00	8	\$ 18,400.00
5	Meter Manhole -8" Meter	1	EACH	\$20,100.00		\$ -
6	Forcemain Cleanout Type 1 - 10" Forcemain	2	EACH	\$9,835.00	2	\$ 19,670.00
7	Forcemain Cleanout Type 2 - 10" Forcemain	1	EACH	\$10,445.00	2	\$ 20,890.00
8	Air/Vacuum Release Valve Manhole - 10" Forcemain	6	EACH	\$12,000.00	6	\$ 72,000.00
<b>Total Alternate Bid No. 2</b>						<b>\$ 435,679.25</b>

Bid Schedule "A"	<b>\$ 21,250.95</b>
Bid Schedule "B"	<b>\$ 616,821.20</b>
Bid Schedule "C"	<b>\$ 198,557.50</b>
Bid Schedule "D"	<b>\$ 133,819.84</b>
Bid Schedule "E"	<b>\$ -</b>
Bid Schedule "F"	<b>\$ 87,132.00</b>
Alternate Bid No. 1	<b>\$ 218,160.16</b>
Alternate Bid No. 2	<b>\$ 435,679.25</b>
<b>TOTAL WORK COMPLETED TO DATE</b>	<b>\$ 1,711,420.90</b>
Less 5% Retainage	<b>\$ 85,571.05</b>
Less Pay Estimate #1	<b>\$ 160,298.01</b>
Less Pay Estimate #2	<b>\$ 614,735.88</b>
Less Pay Estimate #3	<b>\$ 617,961.46</b>
Less Pay Estimate #4	<b>\$ 122,542.22</b>
Less Pay Estimate #5	<b>\$ 26,295.61</b>
<b>WE RECOMMEND PAYMENT OF:</b>	<b>\$ 84,016.67</b>

**PAY ESTIMATE #6  
CITY OF EAST BETHEL  
Castle Towers/Whispering Aspen 2013 Forcemain Project**

**APPROVALS:**

**CONTRACTOR: LATOUR CONSTRUCTION, INC.**

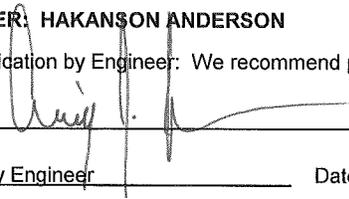
Certification by Contractor: I certify that all items and amounts are correct for the work completed to date.

Signed: \_\_\_\_\_

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

**ENGINEER: HAKANSON ANDERSON**

Certification by Engineer: We recommend payment for work and quantities as shown.

Signed:  \_\_\_\_\_

Title: City Engineer \_\_\_\_\_ Date 5/15/14 \_\_\_\_\_

**OWNER: CITY OF EAST BETHEL**

Signed: \_\_\_\_\_

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



Minnesota Department of Public Safety  
 Alcohol and Gambling Enforcement Division  
 444 Cedar Street, Suite 222, St. Paul, MN 55101  
 651-201-7500 Fax 651-297-5259 TTY 651-282-6555  
**APPLICATION AND PERMIT FOR A 1 DAY  
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization		Date organized	Tax exempt number
Alliance for Metropolitan Stability		5/24/2002	41-1977419
Address	City	State	Zip Code
2525 E Franklin Ave 200	Minneapolis	Minnesota	55406
Name of person making application		Business phone	Home phone
Russ Adams, Executive Director		612-332-4471	612-964-1647
Date(s) of event	Type of organization		
Saturday, June 21	<input type="checkbox"/> Club <input checked="" type="checkbox"/> Charitable <input type="checkbox"/> Religious <input type="checkbox"/> Other non-profit		

X	Organization officer's name	City	State	Zip
X	Joo Hee Pomplun, President	Minneapolis	Minnesota	55406
X	Eleonore Wesslerle, Board Secretary	Minneapolis	Minnesota	55406

**Add New Officer**

Location where permit will be used. If an outdoor area, describe.  
 Blue Ribbons Pines Disc Golf Course, Clubhouse area 1901 Klondike Dr East Bethel, MN 55011 (see additional information attached)

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.  
 N/A

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.  
 Minnesota Joint Underwriting Association, \$50,000 per person, \$100,000 per occurrence, \$10,000 per property

**APPROVAL**

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City/County	Date Approved
City Fee Amount	Permit Date
Date Fee Paid	

\_\_\_\_\_  
 Signature City Clerk or County Official

\_\_\_\_\_  
 Approved Director Alcohol and Gambling Enforcement

NOTE: Submit this form to the city or county 30 days prior to event. Forward application signed by city and/or county to the address above. If the application is approved the Alcohol and Gambling Enforcement Division will return this application to be used as the permit for the event.

Attachment to Application and Permit for 1 to 4 day temporary on-sale liquor license

Alliance for Metropolitan Stability

**Additional Location Information:**

As part of the Surly Brewing Company's annual Disc Golf Tournament, to be held at Blue Ribbons Pines Disc Golf Course at 1901 Klondike Dr in East Bethel, the Alliance for Metropolitan Stability would like to request approval of a permit to sell alcoholic beverages (beer) in the patio area of the Clubhouse of the Blue Ribbon Pines Disc Golf Course.

**Date and Time:** Alcohol will be sold between 9 am and 9 pm on Saturday, June 21, 2014



LIQUOR LIABILITY  
POLICY DECLARATIONS

**MINNESOTA JOINT UNDERWRITING ASSOCIATION**  
12400 PORTLAND AVE S, STE 190  
BURNSVILLE, MN 55337

Page 1

Location: 1 Building: 1

Policy Number: L140139

Policy Period: FROM 6/21/2014 TO 6/22/2014  
12:01 AM Standard Time

**INSURED:**

ALLIANCE FOR METROPOLITAN STABILITY  
2525 E. FRANKLIN AVE. 200  
MINNEAPOLIS MN 55406

**AGENT:**

7024  
NON-PROFIT INSURANCE ADVISORS  
2314 UNIVERSITY AVE. W., STE 20  
ST PAUL MN 55114  
PHONE: 651/757-3095

1

THE MJUA IS PROHIBITED BY STATUTE FROM PROVIDING PRODUCTS AND COMPLETED OPERATIONS COVERAGE

**NEW POLICY**

**LIQUOR LIABILITY**

This is an audited policy and premium adjustments are made at the end of the policy period.

This replaces all previously issued policy Declarations, if any. This policy applies only to accidents, occurrences or losses which happen during the policy period shown above. This policy applies only to those coverages below for which a limit of insurance and/or a limit of liability or premium charge is shown. Our limit for each coverage shall not be more than the amount stated for such coverage, subject to all the terms of this policy.

The Described Location(s) covered by this policy are as follows:

1901 KLONDIKE DR. CLUBHOUSE AREA, E BETHEL MN 55011

Premium

\$125

Total Policy Premium

**COVERAGE**

**LIMIT**

**PREMIUM**

Deductible Amount: ~~NONE~~

COVERAGE	LIMIT	PREMIUM
L. Bodily Injury	(Each Person) \$50,000	\$125
	(Each Occurrence) \$100,000	
Property Damage	(Each Occurrence) \$10,000	
Loss of Means of Support	(Each Person) \$50,000	
	(Each Occurrence) \$100,000	
Pecuniary Loss	(Each Person) \$50,000	
	(Each Occurrence) \$100,000	
Annual Aggregate Per Claimant	NONE	

Subject to the following Forms and Endorsements (\* Mandatory Forms):

Business Description: SPECIAL EVENT - SHORT TERM, LIQUOR

5/05/14

*Sheri S. Siskwan*

COUNTERSIGNATURE DATE

\*\* INSURED \*\*

OUR AUTHORIZED REPRESENTATIVE

## LIABILITY COVERAGE ITEMS

COVERAGE: Liquor Liability

CLASS CODE	RATING BASIS	EXPOSURE AMOUNT
00301	SPECIAL EVENT - SHORT TERM, LIQUOR LIQUOR RECEIPTS	2,500

## Certificate Holder:

MN DEPT OF PUBLIC SAFETY  
444 CEDAR ST. STE 222  
SAINT PAUL MN 55101

The Policy or contract is not protected by the Minnesota Life and Health Insurance Guaranty Association or the Minnesota Insurance Guaranty Association. In the case of insolvency, payment of claims is not guaranteed. Only the assets of this insurer will be available to pay your claim. Payment of claims is, however, guaranteed by the enabling legislation which allows that association to assess insurance carriers licensed to do business in Minnesota in the event that the Association is ever in a deficit situation.

LIQUOR LIABILITY  
CERTIFICATE OF INSURANCE

MINNESOTA JOINT UNDERWRITING ASSOCIATION  
12400 PORTLAND AVE S, STE 190  
BURNSVILLE, MN 55337

Page 1

This certificate of insurance is issued as a matter of information only and confers no rights upon the Certificate Holder.  
This certificate does not amend, extend or alter the coverage afforded by the policy listed below.

Policy Number: L140139 Policy Period: FROM 6/21/2014 TO 6/22/2014  
12:01 AM Standard Time

INSURED:

ALLIANCE FOR METROPOLITAN STABILITY  
2525 E. FRANKLIN AVE. 200  
MINNEAPOLIS MN 55406

AGENT:

7024  
NON-PROFIT INSURANCE ADVISORS  
2314 UNIVERSITY AVE. W., STE 20  
ST PAUL MN 55114  
PHONE: 651/757-3095

1

THE MJUA IS PROHIBITED BY STATUTE FROM PROVIDING PRODUCTS AND COMPLETED OPERATIONS COVERAGE  
NEW POLICY

LIQUOR LIABILITY

This is an audited policy and premium adjustments are made at the end of the policy period.

This is to certify that the Policy described herein has been issued to the Insured named above and is in force at this time.

Notwithstanding any requirement, term or condition of any Policy or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the Policy described herein is subject to all terms, exclusions and conditions of such Policy.

The Described Location(s) covered by this policy are as follows:

1901 KLONDIKE DR. CLUBHOUSE AREA, E BETHEL MN 55011

COVERAGE

LIMIT

Deductible Amount: NONE

L. Bodily Injury	(Each Person)	\$50,000
	(Each Occurrence)	\$100,000
Property Damage	(Each Occurrence)	\$10,000
Loss of Means of Support	(Each Person)	\$50,000
	(Each Occurrence)	\$100,000
Pecuniary Loss	(Each Person)	\$50,000
	(Each Occurrence)	\$100,000
Annual Aggregate		\$300,000
Per Claimant		NONE

Business Description: SPECIAL EVENT - SHORT TERM, LIQUOR  
LIQUOR LIABILITY

Certificate Holder:

MN DEPT OF PUBLIC SAFETY  
444 CEDAR ST. STE 222  
SAINT PAUL MN 55101

Should the above policy be cancelled before the expiration date thereof, the Association will endeavor to mail 60 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the Association. In the event the cancellation is for non payment of premium, the Association will mail a 10 day written notice.

5/05/14

COUNTERSIGNATURE DATE

\* CERTIFICATE HOLDER \*

OUR AUTHORIZED REPRESENTATIVE

6/21/14

End of Certificate For Location 1 Building 1

6/21/14





**PLANS AND SPECIFICATIONS FOR HIGH BINDER MODIFIED CLASS 5 PROJECTS**  
 The City of East Bethel plans to class 5 the following streets in the 2014 construction season:

1.) Naples St	Est Tons	650
2.) 197 <sup>th</sup> Ave	Est Tons	450
3.) 225 <sup>th</sup> Ave	Est Tons	250
4.) 245 <sup>th</sup> Ave	Est Tons	450
5.) 189 <sup>th</sup> Ave	Est Tons	650
6.) 196 <sup>th</sup> Ave	Est Tons	650

All class 5 materials shall conform to MnDOT Specs, for class 5 material except as modified as follows:

Sieve size	% passing	Optimum target graduation
1"	100	100
3/4"	90-100	97
3/8"	65-90	87
#4	45-85	80
#10	35-70	68
#40	15-40	36
#200	12-14	14

All cost for loading, weighing, trucking, or any other incidental cost shall be included in the price per ton of class 5 Mod. The City shall give a minimum of 48 hours notice to the successful bidder as to the delivery time, date, and location of the delivery of class 5. The city will attempt to give the successful bidder as much notice of cancellation of delivery as possible due to inclement weather conditions.

**SCOPE OF WORK:** It is the City of East Bethel's intent to start on these projects by July 15, 2014. It is also the City's intention to complete all Class 5 projects by September 13, 2014.

The City plans to work with the successful bidder in a spirit of cooperation as to the phasing and scheduling of these Class 5 projects. The City reserves the right to reject all bids or to award the contract in the best interest of the city.

ITEM	SPEC#	EST. QUANTITY	UNIT OF MEASURE
1	3138	3,100	Tons

UNIT PRICE \$ 11<sup>00</sup> /TON  
 TOTAL BID AMOUNT \$ 34100<sup>00</sup>

Bidder Bjorklund Co.

Address 27072 Bulk St. Isanti, MN. 55040

Phone 763-444-9301

Signature [Handwritten Signature]



# City of East Bethel City Council Meeting Agenda Information

\*\*\*\*\*

**Date:**

May 21, 2014

\*\*\*\*\*

**Agenda Item Number:**

Item 7.0 A1

\*\*\*\*\*

**Agenda Item:**

Zoning Map Amendment to the Official Map of the City of East Bethel

\*\*\*\*\*

**Requested Action:**

Consider the approval for the rezoning of three different, separate boundaries of land noticed as follows:

- Contiguous Boundary of Land west of Ulysses St NE, South of 189<sup>th</sup> Avenue NE, Current Zoning B3, proposed change to I – Light Industrial
- Contiguous Boundary of Land east of Highway 65 and North of Klondike Dr NE, Current Zoning R2, proposed change to B3 – Highway Commercial
- Contiguous Boundary of Land North of Viking Blvd NE, approx. ½ mile east of Hwy. 65, Current Zoning R1 and R2, proposed change to B3, Highway Commercial

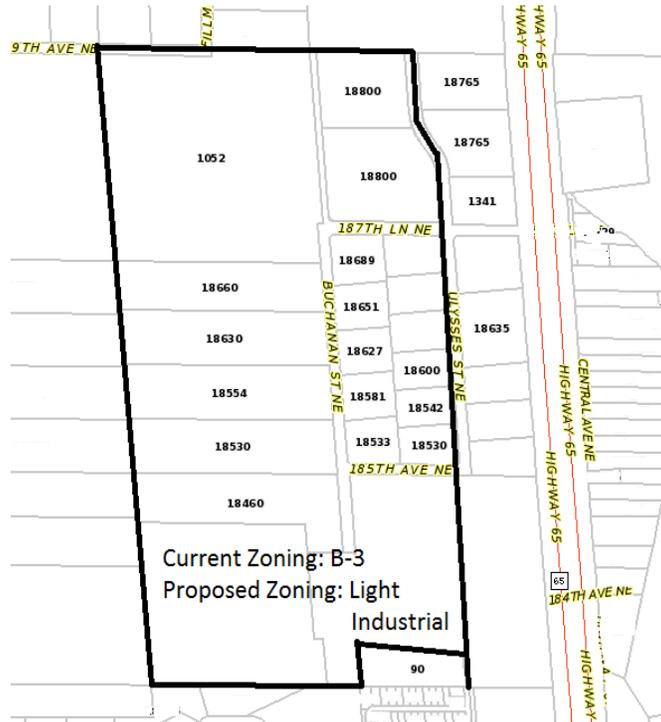
\*\*\*\*\*

**Background Information:**

The need to rezone the area known as Classic Commercial Park was the catalyst for requesting the zoning changes that are presented for this consideration. The other two areas were ready for rezoning and constituted more than one parcel. These were attached to the request for the rezoning of the Classic Commercial Park area to minimize the number of submissions to MET Council for rezoning approvals. Future rezoning of the Hwy 65 and County Road 22 Corridors are intended to be in one submission and at a date to be determined.

The Planning Commission, at their April 22, 2014 meeting, conducted a Public Hearing to discuss this matter. There were no objections filed or presented at the Public Hearing and the Planning Commission recommended the zoning changes as outlined for City Council for approval.

The following information represents the requested rezoning parcels, along with maps and narrative:



Property Address	Owner	PID #
1052 189 <sup>th</sup> Ave NE	T & G Land, Inc	32-33-23-22-0002
18660 Buchanan St NE	Gladys Murphy	32-33-23-23-0008
18630 Buchanan St NE	Shaw Trucking, Inc	32-33-23-23-0006
18554 Buchanan St NE	Shaw Trucking, Inc	32-33-23-23-0009
18530 Buchanan St NE	Shaw Trucking, Inc	32-33-23-23-0010
18460 Buchanan St NE	Metropolitan Council	32-33-23-32-0003
(no address)	Village Green	32-33-23-32-0001
18800 Ulysses St NE	AHI Investments, LLC	32-33-23-21-0013
18800 Ulysses St NE	CD Properties North, LLC	32-33-23-21-0014
18689 Buchanan St NE	Rickey Properties, LLC	32-33-23-21-0003
18651 Buchanan St NE	JSN Properties, LLC	32-33-23-24-0003
18581 Buchanan St NE	Truck Body Specialists, LLC	32-33-23-24-0005
18533 Buchanan St NE	JP Investments, LLC	32-33-23-24-0006
(no address)	T & G Land, Inc	32-33-23-31-0004
(no address)	Debbie Landwehr	32-33-23-21-0004
(no address)	Muller Prop of E Bethel, LLC	32-33-23-24-0011
(no address)	Muller Prop of E Bethel, LLC	32-33-23-24-0010
18600 Ulysses St NE	Mark & Debbie Landwehr	32-33-23-24-0009
18542 Ulysses St NE	Classic Holdings, LLC	32-33-23-24-0008
18530 Ulysses St NE	David Ebertowski	32-33-23-24-0007

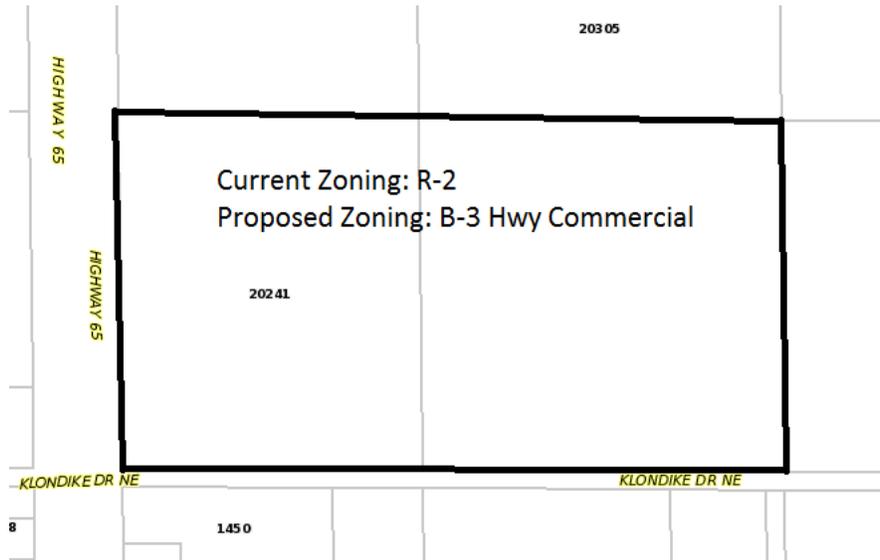
The need to rezone the area described as the Classic Commercial Park (see location map) is:

- To avoid leaving the land use decision to interpretation. This was the case with Aggressive Hydraulics and a differing interpretation of uses within the current zoning designation could have prevented their location on their current site and probably their decision to locate within the City
- To maximize the use of this area to its highest and best use. The use within this area is to service businesses and light manufacturing and future land use will follow this pattern. The change zoning will permit these activities to continue but still allow for commercial development
- The new zoning classification would provide increased development flexibility over the current designation
- To provide the zoning framework for continuation of the predominant use of this area which is trades and service oriented business, transportation and light manufacturing. To continue the highway commercial zoning designation of these parcels is ignoring the economic and market realities of the geography of this area and creating a situation where every new use may face a rezoning or CUP request
- There were no objections from any of the affected property owners regarding this proposed zoning change

Classic Commercial Park and adjoining areas to the west and north is an area that consists of primarily construction, services and trades and manufacturing companies. This is an area that has been discussed and proposed for rezoning for the past two years and contains potential “shovel ready” sites for light industrial uses. There are 60 acres within this area that are developable.

Properties within this area are more suited and more likely to be developed for manufacturing, warehousing and other trade related uses. The current zoning of B-3, B-2 and R-2, limits the flexibility for uses in this area. Rezoning to Light Industrial would permit a continuation of the uses which would be currently standard to this zone, while at the same time permitting B-2 and B-3 utilization. The portion of the area that fronts Hwy. 65 would remain B-3 and is excluded from this rezoning request.

\*\*\*\*\*



Property Address	Owner	PID #
20241 Hwy 65 NE	Minnesota Fresh Farm, LLC (Bruce & Sharon Johnson)	20-33-23-13-0001
(Same)	(Same)	20-33-23-14-0001

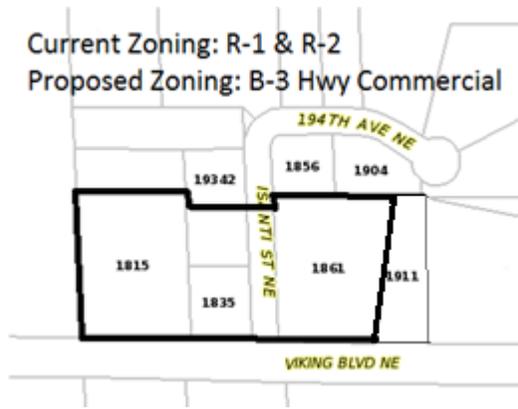
The need to rezone the area described as Minnesota Fresh LLC (see location map) is:

- These parcels were inappropriately rezoned in 2008
- This is the only residential zone on the east side of Hwy. 65 between 181<sup>st</sup> and 225<sup>th</sup> Avenue would eliminate the “spot” zoning of these parcels
- These parcels are more suited to business use
- The property owners previously requested that the R-2 zoning be changed to B-3.

The property located at 20241 Hwy. 65 is currently zoned R-2 and is subject to a Significant Natural Environment Overlay. These parcels are currently being used as an agri-business by Minnesota Fresh LLC as authorized by an IUP, approved by City Council on December 4, 2013. The IUP was approved with recommendation for rezoning consideration when other rezoning matters were proposed for future deliberation.

This property is adjacent to Hwy. 65 and properties both to the north and south are zoned B-2. A B-2 zoning designation for these parcels is appropriate for its location and future growth patterns along Hwy. 65.

\*\*\*\*\*



Property Address	Owner	PID #
1815 Viking Blvd NE	Builders By Design	28-33-23-23-0009
(no address)	Builders By Design	28-33-23-23-0014
1835 Viking Blvd NE	RL Automotive	28-33-23-23-0015
1861 Viking Blvd NE	Gordy's Cabinet Shop	28-33-23-23-0011

The need to rezone the area described as the intersection of Isanti Street and Viking Boulevard (see location map) is:

- These parcels were previously zoned for commercial use
- A B-3 zoning designation would provide for better screening regulations that would protect residential properties to the north of this area
- A B-3 zoning designation would permit the expansion of the businesses located on these parcels. As this area is currently zoned R-2, the businesses located at this intersection are non-conforming uses and no expansion is permitted
- There were no objections from any of the affected property owners regarding this proposed zoning change.

There are three businesses located at the intersection of Isanti Street and Viking Boulevard and the property immediately to the west is zoned City Center which permits business uses. At one time this area was zoned commercial and should revert to that zoning classification due to the pattern of development and use along this particular section of Viking Boulevard. The impact to the residential area is minimal and having these businesses be designated as B-3 provides better screening standards between the businesses and the residential areas.

\*\*\*\*\*

**Recommendation:**

City Staff requests City Council to approve to the Zoning Map Amendments as presented to the Official Map of the City of East Bethel.

1. Final approval of the Zoning Map Amendments to the Official Map of the City of East Bethel is contingent of the final approval of the land use amendment to the City of East Bethel's 2030 Comprehensive Plan by the Metropolitan Council. The 2030 Comprehensive Plan Amendment will be submitted to Metropolitan Council for review upon final approval by City Council.

**Attachments:**

1. Location Map

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**City Council Action**

Motion by: \_\_\_\_\_

Second by: \_\_\_\_\_

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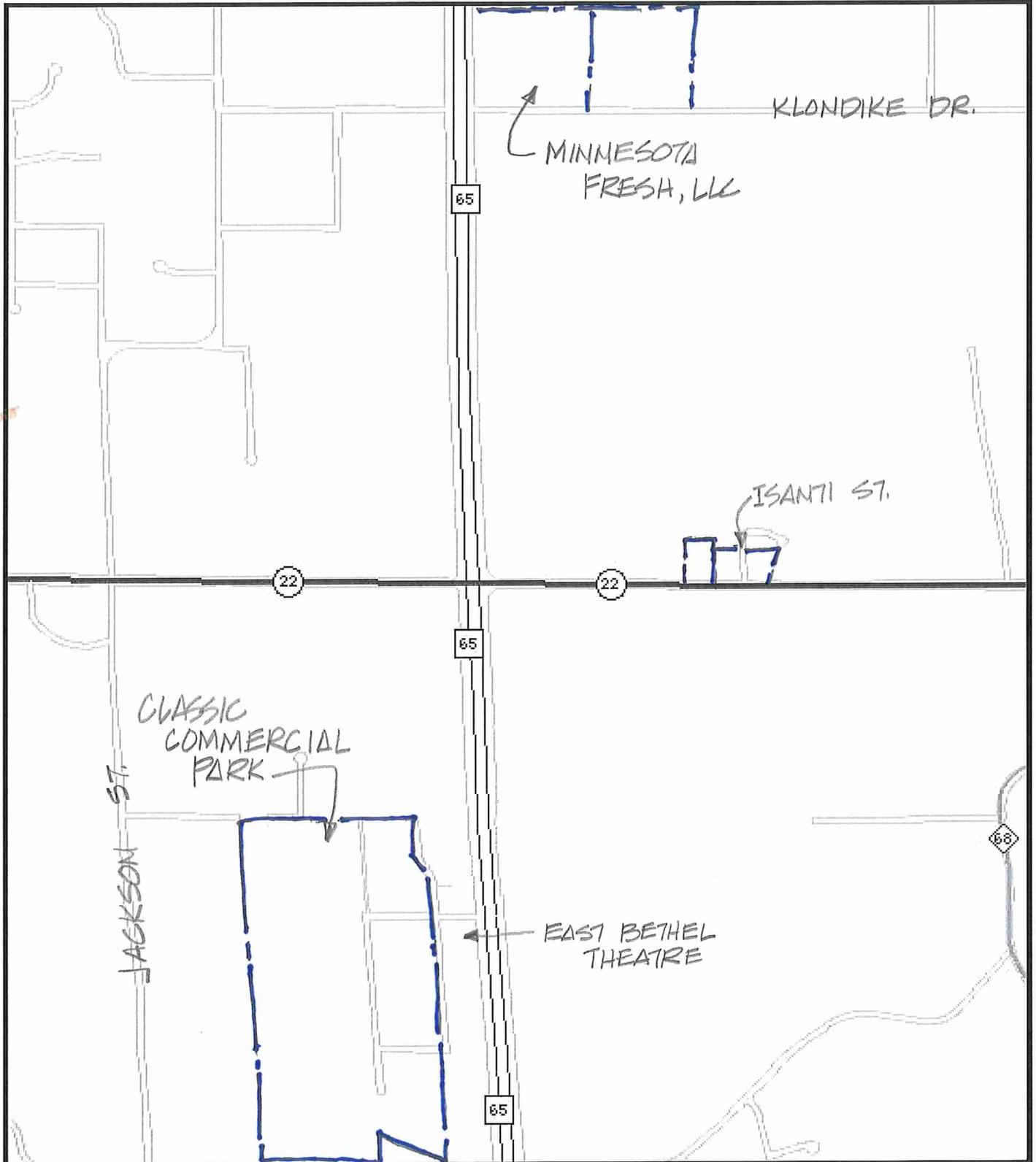
Vote Yes: \_\_\_\_\_

Vote No: \_\_\_\_\_

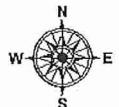
No Action Required: \_\_\_\_\_



# LOCATION Map



Disclaimer: Maps and documents made available to the public by the City of East Bethel are not legally recorded maps or surveys and are not intended to be used as such. The maps and documents are created as part of the Geographic Information System (GIS) that compiles records, information, and data from various city, county, state and federal resources.  
Copyright © 2013 City of East Bethel, All Rights Reserved





# City of East Bethel City Council Agenda Information

\*\*\*\*\*

**Date:**

May 21, 2014

\*\*\*\*\*

**Agenda Item Number:**

Item 7.0 C.1

\*\*\*\*\*

**Agenda Item:**

2015-2019 Parks and Trails Capital Improvement Program (CIP)

\*\*\*\*\*

**Requested Action:**

Consider approving the 2015-2019 Parks and Trails CIP

\*\*\*\*\*

**Background Information:**

The City of East Bethel Parks Commission adopted a Parks and Trails Capital Improvements Plan for 2015-2019 at their May 14, 2014 meeting. This plan identified capital projects that are recommended for consideration at City parks.

A significant portion of the funding required to complete a number of these projects are generated by the park and trail dedication fees charged as a part of developers agreements. Minimal funds from these fees are anticipated through the remainder of 2014 and into 2015.

Revenues

Projected revenues are based on the assumption that the City of East Bethel will provide a minimum of \$50,000 per year to the Parks Capital Fund and that the City will continue to collect at least \$2,500 in park dedication fees and \$500 for trail dedication fees from new development.

Trails

The trails section of the Parks CIP provides for trail development projects. Trails projects will depend on direction from the City Council. A trail extension at John Anderson Park has been recommended that would allow access to this park from an adjoining neighborhood and further expand the area's connected bike trails and residential streets. The estimated cost of this project is \$40,000 and would be paid for from the existing balance in the Trail Capital Fund if approved by City Council. It is recommended that this project be placed on hold until after the approval of the 2015 City Budget.

Summary and Recommendation

Commitment to this plan requires the dedication of resources only for 2015. Projects beyond 2015 are identified and prioritized by the Parks Commission to provide Council with recommendations for improvements in 2015 through 2019. Commitment to the 2015 projects is required as part of the 2015 budget process finalized in 2014. Projects beyond 2015 will be addressed in future budget years. This provides the necessary lead time to prepare final plans, specifications and presentations before Council for the following years improvements.

**Attachment(s):**

1. Park and Trail 2015-2019 CIP

\*\*\*\*\*

**Fiscal Impact:**

Adoption of this plan for improvements would result in expenditures estimated at \$125,000 for 2015. The cost of these improvements would be funded with the beginning Park Capital and Park Acquisition and Development Fund balances and the projected revenues from General Fund transfers estimated at \$50,000. Funding is appropriate and would be available to finance these projects based on the projected transfers and existing balances in the Fund accounts.

\*\*\*\*\*

**Recommendation(s):**

Staff is recommending the approval of the 2015-2019 Parks and Trails CIP and the projects as listed for 2015 implementation.

\*\*\*\*\*

**City Council Action**

Motion by: \_\_\_\_\_

Second by: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Vote Yes: \_\_\_\_\_

Vote No: \_\_\_\_\_

No Action Required: \_\_\_\_\_

**Parks CIP  
2015-2019  
Funding Analysis**

<b>PARK ACQUISITION AND DEVELOPMENT FUND</b>	<b>Beginning Balance</b>	<b>Sources (Revenues)</b>	<b>Uses (Project Costs)</b>	<b>Ending Balance</b>
<b>2015 Beginning Balance</b>	\$26,028			\$26,028
Park Dedication Fees		\$0		\$26,028
Skate board equipment for Booster West Park			\$25,000	\$1,028
<b>2015 Ending Balance</b>				\$1,028
<b>2016 Beginning Balance</b>	\$1,028			\$1,028
Park Dedication Fees		\$50,000		\$51,028
Install fence baseball field Anderson Lake Park			\$12,000	\$39,028
Install fence baseball field Norseland Park			\$12,000	\$27,028
<b>2016 Ending Balance</b>				\$27,028
<b>2017 Beginning Balance</b>	\$27,028			\$27,028
Park Dedication Fees		\$75,000		\$102,028
Irrigation system at Whispering Aspen			\$25,000	\$77,028
Pavilion at Norseland Manor Park			\$40,000	\$37,028
Irrigation system at Norseland Park			\$35,000	\$2,028
<b>2017 Ending Balance</b>				\$2,028
<b>2018 Beginning Balance</b>	\$2,028			\$2,028
Park Dedication Fees		\$70,000		\$72,028
Pavilion at Eveleth Park			\$40,000	\$32,028
Cedar Creek Park Additions			\$30,000	\$2,028
<b>2018 Ending Balance</b>				\$2,028
<b>2019 Beginning Balance</b>	\$2,028			\$2,028
Park Dedication Fees		\$80,000		\$82,028
New Park Development			\$50,000	\$32,028
<b>2019 Ending Balance</b>				\$32,028
<b>TOTAL PARK ACQUISITION AND DEVELOPMENT FUND SOURCES AND USES</b>		<b>\$195,000</b>	<b>\$219,000</b>	
<p><b>Park Dedication Fees- Residential</b> = up to 6 units/acre: 10% of land or cash equal to market value of land; 6 or more units/acre: 10% of land +1 % for each unit above 6 units/acre or cash equal to market value of land.  <b>Commercial</b> = 5% of land or cash equal to market value of land</p>				

**Parks CIP  
2015-2019  
Funding Analysis**

PARK CAPITAL FUND	Beginning Balance	Sources (Revenues)	Uses (Project Costs)	Ending Balance
<b>2015 Beginning Balance</b>	\$86,934			\$86,938
Transfer From General Fund		\$50,000		\$136,938
Outdoor Ice Rink Repairs			\$35,000	\$101,938
Bonde Park Irrigation			\$65,000	\$36,938
<b>2015 Ending Balance</b>				\$11,938
<b>2016 Beginning Balance</b>	\$11,938			\$11,938
Transfer From General Fund		\$50,000		\$61,938
Playground Equipment- Rod and Norma Smith Park			\$45,000	\$16,938
<b>2016 Ending Balance</b>				\$16,938
<b>2017 Beginning Balance</b>	\$16,938			\$16,938
Transfer From General Fund		\$50,000		\$66,938
Baseball field @Booster West Park			\$50,000	\$16,938
<b>2017 Ending Balance</b>				\$16,938
<b>2018 Beginning Balance</b>	\$16,938			\$16,938
Transfer From General Fund		\$50,000		\$66,938
Playground Equipment Booster East			\$45,000	\$21,938
<b>2018 Ending Balance</b>				\$21,938
<b>2019 Beginning Balance</b>	\$21,938			\$21,938
Transfer From General Fund		\$50,000		\$71,938
Playground Equipment Anderson Lakes			\$45,000	\$26,938
<b>2019 Ending Balance</b>				\$26,938
<b>TOTAL PARK CAPITAL FUND SOURCES AND USES</b>		\$250,000	\$285,000	

**Parks CIP  
2015-2019  
Funding Analysis**

TRAILS CAPITAL FUND	Beginning Balance	Sources (Revenues)	Uses (Project Costs)	Ending Balance
<b>2015 Beginning Balance</b>	\$144,118			\$144,118
Transfer From General Fund		\$0		\$144,118
Trail Dedication fees		\$0		\$144,118
Trail Segment TBD			\$0	\$144,118
<b>2015 Ending Balance</b>				\$144,118
<b>2016 Beginning Balance</b>	\$144,118			\$144,118
Transfer From General Fund		\$0		\$144,118
Trail Dedication fees		\$0		\$144,118
Trail Segments TBD			\$0	\$144,118
<b>2016 Ending Balance</b>				\$144,118
<b>2017 Beginning Balance</b>	\$144,118			\$144,118
Transfer From General Fund		\$0		\$144,118
Trail Dedication fees		\$0		\$144,118
Trail Segments TBD			\$0	\$144,118
<b>2017 Ending Balance</b>				\$144,118
<b>2018 Beginning Balance</b>	\$144,118			\$144,118
Transfer From General Fund		\$0		\$144,118
Trail Dedication fees		\$0		\$144,118
Trail Segments TBD			\$0	\$144,118
<b>2018 Ending Balance</b>				\$144,118
<b>2019 Beginning Balance</b>	\$144,118			\$144,118
Transfer From General Fund		\$0		\$144,118
Trail Dedication fees		\$0		\$144,118
Trail Segments TBD			\$0	\$144,118
<b>2019 Ending Balance</b>				\$144,118
<b>TOTAL TRAILS FUND SOURCES AND USES</b>		\$0	\$0	



# City of East Bethel City Council Agenda Information

\*\*\*\*\*

**Date:**

May 21, 2014

\*\*\*\*\*

**Agenda Item Number:**

Item 8.0 F.1

\*\*\*\*\*

**Agenda Item:**

Fire Department Report

\*\*\*\*\*

**Requested Action:**

Informational only

\*\*\*\*\*

**Background Information:**

The Fire Chief has provided reports of Fire Department emergency calls, fire inspections, and emergency medical calls from the previous month.

\*\*\*\*\*

**Fiscal Impact:**

None

\*\*\*\*\*

**Recommendation(s):**

Informational only.

\*\*\*\*\*

**City Council Action**

Motion by:\_\_\_\_\_

Second by:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Vote Yes:\_\_\_\_\_

Vote No:\_\_\_\_\_

No Action Required:\_\_\_\_\_

**East Bethel Fire Department  
April 2014 Response Calls**

Incident Number	Incident Date	Alarm Time	Location	Incident Type
164	04/29/2014	15:55	1341 187 LN NE	EMS call
163	04/28/2014	15:11	24425 Durant ST NE	EMS call
162	04/27/2014	12:25	22149 Vermillion ST NE	EMS call
161	04/26/2014	22:25	1150 216 AVE	EMS call
160	04/26/2014	17:40	22880 Jackson ST	Possible Illegal Burning
159	04/26/2014	07:30	2751 Viking BLVD NE	Public service assistance
158	04/24/2014	16:30	3925 Breezy Point DR NE	EMS call
157	04/24/2014	14:53	2751 Viking BLVD	EMS call
156	04/23/2014	12:20	20706 Naples ST	EMS call
155	04/23/2014	09:03	2737 184 AVE NE	EMS call - Cancelled en route
154	04/22/2014	16:06	18920 Vickers ST	EMS call - Cancelled en route
153	04/21/2014	05:36	339 Cedar RD	EMS call
152	04/21/2014	01:54	2743 222 LN	EMS call
151	04/19/2014	08:50	24255 Fillmore CIR NE	EMS call
150	04/19/2014	05:46	447 Cedar Road	EMS call
149	04/19/2014	02:50	24355 65 HWY	EMS call - Cancelled en route
148	04/18/2014	21:02	18500 Jackson ST NE	Authorized controlled burning
147	04/17/2014	18:50	4540 210 LN NE	EMS call
146	04/16/2014	09:48	4647 229 AVE NE	EMS call - Cancelled en route
145	04/16/2014	06:59	HWY 65 NE	Vehicle accident with injuries
144	04/16/2014	06:42	Hwy 65 and Cty Rd 74	Vehicle Accident - Cancelled en route
143	04/15/2014	17:43	24425 Durant ST NE	EMS call
142	04/13/2014	21:51	21914 East Bethel BLVD NE	EMS call
141	04/12/2014	08:25	19766 Erskin ST NE	EMS call - Cancelled en route
140	04/11/2014	19:42	23561 Jackson ST NE	Unauthorized burning
139	04/11/2014	19:14	1845 209 AVE NE	EMS call
138	04/11/2014	15:34	21210 Polk ST	EMS call
137	04/11/2014	08:28	18164 Hwy 65 NE	EMS call
136	04/11/2014	01:35	24355 Hwy 65	EMS call
135	04/10/2014	16:53	19235 Orchid ST NW	Building fire – Mutual Aid
134	04/10/2014	15:39	65 HWY	Grass fire
133	04/10/2014	13:42	23019 3rd ST NE	Grass fire
132	04/10/2014	12:01	285 196 AVE	Power Line Down
131	04/10/2014	05:51	3635 213th AVE NE	EMS call
130	04/08/2014	18:19	18204 Antler CIR NE	EMS call
129	04/07/2014	13:14	3255 Viking BLVD	Gasoline spill
128	04/06/2014	19:52	20824 Buchanan ST NE	EMS call
127	04/06/2014	19:50	4647 229 AVE NE	EMS call - Cancelled en route
126	04/06/2014	12:34	218 Ivy RD NE	EMS call
125	04/05/2014	21:18	15 Klondike ST NE	EMS call
124	04/04/2014	20:27	18164 HWY 65 NE	EMS call
123	04/04/2014	06:29	18233 Jackson ST	EMS call
122	04/04/2014	17:03	19801 Hwy 65 NE	EMS call - Cancelled en route
121	04/03/2014	15:43	20540 Polk ST NE	EMS call
120	04/02/2014	17:44	3844 189th AVE NE	EMS call
119	04/01/2014	20:49	Hwy 65 and 209 <sup>th</sup>	Vehicle accident
<b>Total</b>				<b>46</b>



**East Bethel Fire Department  
Type of Medical Calls**

**April, 2014**

Number of Medical Calls 32

<b>Type</b>	<b>Number</b>	<b>Transport by Ambulance</b>
Medical Complications	8	8
Short of Breath	1	1
Cardiac	1	1
Bleeding	4	4
Illness	5	4
Trauma	2	2
Assist	4	4
Other	1	1
Cancelled Medical Call	6	4
<b>Totals</b>	<b>32</b>	<b>29</b>

Note:

DOA - 1



# City of East Bethel City Council Agenda Information

\*\*\*\*\*

**Date:**

May 21, 2014

\*\*\*\*\*

**Agenda Item Number:**

Item 8.0 G.1

\*\*\*\*\*

**Agenda Item:**

Ice Arena Management Contract

\*\*\*\*\*

**Requested Action:**

Consider approval of a contractor for the Ice Arena Management Contract

\*\*\*\*\*

**Background Information:**

The City of East Bethel managed and operated the City Ice Arena with City Staff until 2006. From 2006 to 2008 the City contracted with the National Sports Center for management services for this facility. The National Sports Center declined to exercise their option to extend their contract at the end of the 2008 season. As a result, the City solicited other management proposals for operation of the facility and awarded a contract to Gibson Management Company, LLC for a one year period. The contract with Gibson Management was extended in 2009 to 2011 and another extension was granted in 2011 to 2014.

City professional service agreements are evaluated, generally, every 5 years and additional requests for services are solicited to ensure that the City is receiving the best value for both the cost and benefit that is being offered. This Request for Proposal (RFP) was advertised in the Anoka Union, City Website, Minnesota Ice Arena Managers Association

There were three submittals for the Management Services Contract:

- 1.) Rink Management Services Corporation-Richmond, Virginia;
- 2.) North Metro Community Association-St. Francis, Minnesota; and,
- 3.) Gibson Management, LLC-Rochester, Minnesota.

Rink Management Services Corporation is a national company that manages approximately 40 sites and 30 rinks throughout the United States. They currently manage the rink in Vadnais Heights and their representative lives in Blaine.

North Metro Community Association is a local non-profit 501(c)3 corporation composed of the Saint Francis Youth Hockey Association along with other youth sports groups and local business leaders that are dedicated to increasing participation in hockey participation as well as other sports. The City was notified by North Metro Community Association on May 20<sup>th</sup> that they were withdrawing their proposal.

Gibson Management, LLC is the current management contractor of the City Arena. They have managed our facility since 2008.

The City Ice Arena was able to post a positive fund balance for the first time in 2013. The goal of the City, at minimum, is to operate this facility with no taxpayer subsidies. This position was made abundantly clear to all those who have submitted RFP's.

Aside from the outsourcing of the management of the Arena to an independent contractor as we have done since 2006, the City could consider the following alternative options:

- Leasing the facility outright
- Hire a contract manager and operate the facility under the umbrella of the City.

The major issue with leasing is protecting the City's investment in the facility and establishing responsibilities for maintenance of the equipment. Directly contracting the management as a City function, while a consideration, could create a position and role that has the potential to expand well beyond its anticipated purpose and produce an additional level of management and possible expense.

The City Council continued discussion of the proposals and options at a Work Meeting on May 14, 2014. Although no formal actions could be taken, the Council is inclined to consider awarding a contract for a period of one year and offer a base contract fee with incentives for revenue sharing beyond targeted amounts for ice hour sales, advertising and dry floor events. A one year contract would provide Council the opportunity to evaluate the performance of the management of the Arena without being locked into a longer term agreement. The agreement could be extended upon satisfactory execution of the contract.

**Attachments:**

- Ice Arena Budget
- Ice Arena Management RFP Proposal
- Gibson Management RFP Proposal

\*\*\*\*\*

**Fiscal Impact:**

As noted above.

\*\*\*\*\*

**Recommendation(s):**

Staff recommends that Council consider approval of a contractor to provide management services for the City Ice Arena and direct staff to negotiate a contract for these services for Council consideration for approval at the June 4, 2014 City Council Meeting.

\*\*\*\*\*

**City Council Action**

Motion by:\_\_\_\_\_

Second by:\_\_\_\_\_

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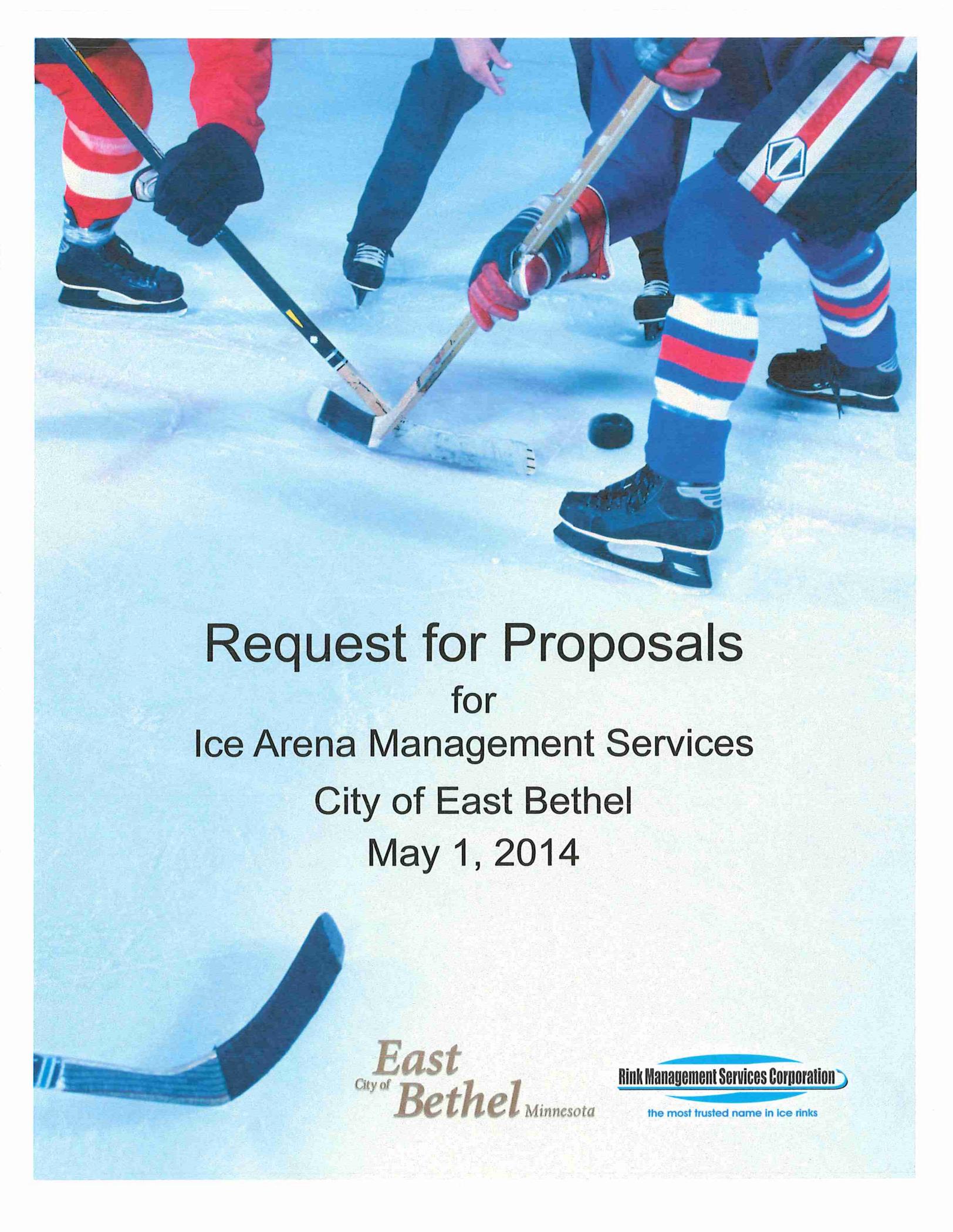
Vote Yes:\_\_\_\_\_

Vote No:\_\_\_\_\_

No Action Required:\_\_\_\_\_

City of East Bethel  
2015 Budget

Account Description	2012 Actual	2013 Actual	1/1/14 to 4/30/14 Actual	FY 2014 Budget	FY 2015 Budget
<b>Arena Operations</b>					
<b>Revenues</b>					
R 615-36210 Interest Earnings		2.23			*Based on 1164 Prime hours sold at \$192 per hour
R 615-36240 Refunds/reimbursements	819.00	-	-	500.00	-
R 615-37910 Concession Sales	10,644.00	-	-	-	-
R 615-37920 Vending Machine Sales	138.00	499.85	-	500.00	500.00
R 615-38060 Ice Rental Revenues	195,025.00	191,300.28	-	196,000.00	223,500.00
R 615-38062 Dry Floor Events	1,500.00	1,350.00	-	1,500.00	1,500.00
R 615-38064 Concession Rental	1,500.00	2,000.00	-	1,500.00	-
R 615-38065 Locker Room Rental	7,500.00	7,500.00	-	7,500.00	7,500.00
R 615-38066 Sign Space Rental	2,900.00	1,450.00	-	2,000.00	2,000.00
R 615-38067 Tower Lease Payments	36,313.00	68,062.68	-	39,000.00	-
<b>Total Revenues - Arena</b>	<b>256,339.00</b>	<b>272,165.04</b>	-	<b>248,500.00</b>	<b>235,000.00</b>
<b>Expenditures</b>					
E 615-49851-201 Office Supplies	-	-	-	-	-
E 615-49851-211 Cleaning Supplies	-	-	-	-	-
E 615-49851-212 Motor Fuels	1,742.00	1,799.89	-	2,500.00	2,000.00
E 615-49851-219 General Operating Supplies	-	443.74	-	500.00	500.00
E 615-49851-223 Bidg/Facility Repair Supplies	2,899.00	2,048.56	-	5,000.00	4,000.00
E 615-49851-231 Small Tools and Minor Equip	106.00	105.81	-	1,000.00	1,000.00
E 615-49851-257 Concession for Resale	9,602.00	-	-	-	-
E 615-49851-307 Professional Services Fees	80,556.00	86,072.20	-	84,000.00	80,000.00
E 615-49851-321 Telephone	1,349.00	1,503.83	-	1,500.00	1,500.00
E 615-49851-381 Electric Utilities	31,103.00	33,163.18	-	33,000.00	33,000.00
E 615-49851-382 Gas Utilities	14,652.00	16,537.40	-	21,000.00	20,000.00
E 615-49851-385 Refuse Removal	1,509.00	1,076.74	-	2,000.00	2,000.00
E 615-49851-402 Repairs/Maint Machinery/Equip	1,055.00	2,318.93	-	4,000.00	3,000.00
E 615-49851-403 Bldgs/Facilities Repair/Maint	18,164.00	6,291.52	-	20,000.00	15,000.00
E 615-49851-422 Auto/Misc Licensing Fees/Taxes	990.00	230.16	-	1,500.00	1,000.00
E 615-49851-433 Dues and Subscriptions	145.00	145.00	-	500.00	-
E 615-49851-540 Heavy Machinery			-		
E 615-49851-610 Interest	180.00	-	-	-	-
E 615-49851-481 Depreciation Expense	131,271.00	71,894.94	-	72,000.00	72,000.00
<b>Total Expenditures - Arena</b>	<b>295,323.00</b>	<b>223,631.90</b>	-	<b>248,500.00</b>	<b>235,000.00</b>
<b>Net Income - Arena</b>	<b>(38,984.00)</b>	<b>48,533.14</b>	-	-	-

A photograph of ice hockey players on an ice rink. The players are wearing various colored jerseys (red, blue, white) and are holding hockey sticks. One player in the foreground is wearing a blue jersey with red and white stripes on the sleeves and is holding a stick over a puck on the ice. The background shows other players and the ice surface.

Request for Proposals  
for  
Ice Arena Management Services  
City of East Bethel  
May 1, 2014

*East*  
City of *Bethel* Minnesota

**Rink Management Services Corporation**

the most trusted name in ice rinks

# **Rink Management Services Corporation**

the most trusted name in ice rinks

## **Executive Summary City of East Bethel Ice Arena Management Services May 1, 2014**

We thank the City of East Bethel for the opportunity to submit a proposal for the operation and management of the your ice arena. Rink Management Services Corporation is the most widely respected management company in the recreational management business, and we are proud of our performance and the testimonials we receive on a regular basis from our clients. The company was founded in 1999 and our core business is the safe and efficient management of ice-skating rinks and other recreational facilities. We also provide consulting work, feasibility studies, and project management for the ice rink industry.

Rink Management Services Corporation is a C corporation, incorporated in Virginia in 1999. Our headquarters address is 9400 Charter Crossing, Suite D; Mechanicsville, Virginia, 23116. Our office telephone number is 804-550-7002 and our fax number is 804-550-7004. Thomas Hillgrove is the president and secretary of Rink Management Services Corporation and the sole shareholder of the company.

Rink Management Services Corporation (RMSC) is uniquely qualified to provide the best value to the City of East Bethel. We are the largest operator of ice skating facilities in the United States. We currently manage ice rinks for the Chicago Park District (IL), Charles County (MD), the City of Providence (RI), the Baltimore County Revenue Authority (MD), the City of Manassas (VA), the City of Des Moines (IA), the City of York (PA), and the City of Monroe (MI). In addition, we manage a 100,000 square foot fitness club/gymnasium/indoor water park for the City of Romulus (MI) and an 18-hole golf course for Henrico County, Virginia.

More importantly, our company has the most experience operating ice rinks in the municipal environment, an environment where the bottom line is just one consideration. We understand the sensitive nature of publicly owned recreation venues, where – in essence – your customers are also the owners. RMSC's reputation with its municipal clients makes us a natural choice for the City of East Bethel.

We have experience in the Twin Cities region. RMSC has managed the Vadnais Sports Center since November of 2012. This facility has two ice rinks and a 100,000 square foot dome with turf. Our company increased the net operating income by more than \$500,000 in the first full year under our stewardship compared with the previous year's results.

The hallmark of our relationships with our clients and guests is cooperation. Your facility is an important hockey community, and their needs and desires are important to its success. Our company will communicate openly and frequently with these groups, with the proper City officials, community organizations, the local business community, and with other skating groups to ensure we fulfill their needs and objectives. This type of ongoing communication allows us to get input from interested parties and establish our working relationships.

Rink Management Services Corporation will bring the following value to the City of East Bethel:

- The City will have more control in a structured environment through a systems-oriented management approach and receive timely, accurate financial statements. All our clients retain the strategic control of their asset.
- Institute a documented preventive maintenance program to protect and improve the City's asset.
- Rink Management Services has a documented record of outreach in the community and will expand opportunities for citizens to utilize your ice arena.

Here are some highlights of Rink Management Services Corporation:

- We currently manage **33 ice rinks in 15 states** and the **District of Columbia**
- Rink Management Services operates rinks for **11 municipalities and governments**
- Our principals have been involved in **47 ice rink construction projects**
- We are currently managing assets valued at **\$137 million**
- We are handling **\$28 million** for our clients
- Rink Management Services has more than **1600 employees** nationwide
- Our administrative staff consists of **24 seasoned professionals** in all functional and operational areas, including **3 Certified Public Accountants**
- Rink Management Services has **19 Certified Ice Technicians; 4 employees** on the Board of Directors of STAR (Serving the American Rinks); **3 Directors** of The Ice Skating Institute and **one member of a USA Hockey Council**.

Finally, our company has the highest standards of accounting, and we are very proud of the programs, the cost savings and the expansion of services and marketing that have occurred at our managed facilities.

Our references follow on a separate page. We look forward to working with the City of East Bethel.

Sincerely,



Thomas W. Hillgrove  
President

# Rink Management Services Corporation

*the most trusted name in ice rinks*

## **The Company**

Rink Management Services Corporation provides owners and municipalities with a proven system for the turnkey operation of their facilities. The company has assembled a talented group of industry veterans in the key functional areas of ice skating and arena management. These individuals function as a cohesive unit that provides strategic goals, tactical tools, and experienced guidance to the facility's on-site staff, whether selected by us or the current employer.

Our clients have found that hiring Rink Management Services Corporation is more cost effective than trying to select, train and manage facility employees themselves. Add to this the knowledge, experience, and history of success that the Rink Management Services Corporation team provides, and it is easy to understand why some of North America's leading corporations, foundations, and business development councils have selected our company, as well as more municipalities than any other company. We proudly stand on our record.

Rink Management Services Corporation is the second recreational management company founded by Thomas W. Hillgrove. His original company, which specialized in managing ski areas before focusing on arenas and ice skating facilities, became so successful that after only seven years, it was rated by *Amusement Business Magazine* as the fourth largest venue management company in North America.

Hillgrove sold Recreational Management in 1998, and founded Rink Management Services Corporation in 1999. His leadership once again attracted several of the industry experts who made the first company such a success. They currently hold top positions at Rink Management Services Corporation.

## **Philosophy**

Rink Management Services Corporation's success and expansion in the recreational management field is due to a systems-based management orientation that provides managers with accurate, timely information and establishes high standards. The company's on-site managers are supported by a core staff of professionals that provide the facilities. Rink Management Services Corporation operates with a depth of talent and expertise unmatched by any single person.

A strong commitment to consumer satisfaction and customer service is at the core of the Rink Management Services Corporation management philosophy. The company insists on remaining in close touch with all clients and believes in timely, open communication.

Though the company's success is based on proven systems and sales approaches, each client's needs are individually assessed and a program is developed that will serve that client best.

# **Rink Management Services Corporation**

*the most trusted name in ice rinks*

## **Advertising Public Relations**

Marketing under Rink Management Services Corporation involves a group of different people, under the direction of Rink Management Services Corporation's award-winning communications director and the advertising/promotions director. Using traditional marketing tools like media relations, public relations, advertising, direct mail and promotions, the corporate staff works to create a marketing plan specific to each client. The placement of advertising depends on many things besides the budget; promotional programs in place that offer barter rather than paid advertising or special events where advertising costs and responsibilities will be handled by other entities are two examples of achieving advertising goals with little expenditure of advertising dollars. Setting up unique and exciting promotions can also serve such an advertising purpose.

Rink Management Services Corporation personnel have also had excellent success in the past using public relations in lieu of paid advertising, allowing our facilities to enjoy a much higher recognition rate in the media than other such facilities. And our marketing plans always include creating and maintaining a strong database, which is then massaged and worked to ensure on-going skating revenues.

## **Customer Service**

Rink Management Services Corporation depends on special events programming to bring in new customers. We depend on our service of product to insure those customers come back.

Rink Management Service Corporation and its employees at all our facilities are dedicated to first, safety and second to customer service. We are all aware that people's limited recreational dollars may be spent in a variety of ways. Our philosophy is that unless we provide the best service and product at the most competitive price, those dollars will not benefit Rink Management Services Corporation clients.

Every year our clients receive numerous testimonials from our patrons thanking them for the service they received and the newspapers are full of kudos for the extra steps our company takes to please its customers. Such treatment is not only our philosophy – it is a positive reflection on the clients who hire us.

*Thank you so very much for everything you did to make our function very special. The reception and dinner were superb and everything went smoothly. Thank you so much for all your help.*

Maryann Crowder  
Executive Director  
Virginia Association of Chamber of Commerce

*Thank you, thank you, thank you! You did an amazing job this weekend and without you this would not have been possible. You have made me feel extremely lucky to be a part of such an amazing cause and your consistent efforts and dedication year after year make Prince William County stand out in more ways than one. You are such an important asset to this community and I thank you for making this 2006 Walk a success.*

Nicole Vagnerini  
Washington D.C. Community Director  
March of Dimes  
National Capital Area Chapter

# **Rink Management Services Corporation**

*the most trusted name in ice rinks*

## **Financial Management Systems**

Rink Management Services Corporation prides itself on its financial management systems, which has become one of our most successful features. We recognize the essential need of most clients to have standard policies and procedures for overseeing accounting functions to include the processing of daily cash receipts, purchasing, accounts payable, accounts receivable and payroll. Additionally, Rink Management Services Corporation has successfully implemented accounting systems allowing timely completion of monthly financial statements, focused on budgeting as well as instituted process and control improvements.

One of our strongest skill sets and one that is greatly appreciated by our clients is our financial reporting. By the fifteenth of each month we produce reports that include a balance sheet, a statement of cash flows, a profit and loss versus budget for the month and year-to-year, a comparison to last year's periods (when applicable) and the entire general ledger. Our reports are GAAP standard and on a full accrual basis. They are 100% transparent and completely auditable.

Our extensive accounting staff is first-class and highly experienced. We focus on:

- Cash Handling Standard Procedures
- Accounts Payable Processing Procedures
- Accounts Receivable Processing Procedures
- Payroll Processing Procedures
- Budgeting
- Process and Control Improvements

# Rink Management Services Corporation

the most trusted name in ice rinks

## PRESS RELEASE

June 2009  
Richmond, VA

**RINK MANAGEMENT SERVICES CORPORATION awarded Excellence in Safety Award, other recognitions.**

**June 8, 2009** - The Ice Skating Institute (ISI) presented Rink Management Services Corporation the **Al Tyldesley Excellence in Safety Award** for operating top quality ice skating facilities, the company announced.

The **Excellence in Safety** Award was presented by Tim Sullivan, President of Rink Guard and the Willis Insurance Group at the ISI 50th Anniversary Conference & Trade Show, in the Walt Disney World Resort in Orlando.

Additionally, Rink Management Services employee Lauri Wagner, was recognized as the Instructor of the Year by Ice Skating Institute.

**Lloyds Center Ice Rink** (Portland, OR) and **York City Ice Arena** (York, PA) were also recognized as being long-time members of ISI (50 and 20 years, respectively.) Both of these properties are managed by Rink Management Services.

These awards follow the recent recognition of Rink Management Services Corporation as recipient of the **Alfred P. Sloan Award for Business Excellence in Workplace Flexibility** by the U.S. Chamber of Commerce. That award was given in June in Richmond, Virginia, and it is the second consecutive year that Rink Management Services Corporation has won the award.

Rink Management Services Corporation currently operates 30 recreational and ice rink facilities in 15 states and has \$137 million in assets under management. The company has more than 1,600 employees.



Glen Danischewski

# Rink Management Services Corporation

the most trusted name in ice rinks

9400 Charter Crossing  
Mechanicsville, VA 23116  
804-550-7002  
[www.rinkmanagement.com](http://www.rinkmanagement.com)

## *PRESS RELEASE*

June 2009  
Richmond, VA

### **RE: Local Company Providing Certified Ice Technicians Across the United States**

Rink Management Services Corporation announces the completion of Certified Ice Technician training for their general managers of ice rinks across the United States. In May 2009, 35 team members of the largest operator of ice rinks in the industry attended the annual North American Ice Rink Conference Expo(NARCE) in Chicago, IL. After the completion of the (NARCE) training, Rink Management Services Corporation now has a total of 24 Certified Ice Technicians. The certification is granted to professionals in the US who have successfully completed the industry-related, multi-level training program involving courses in Basic Refrigeration, Ice Making and Painting as well as Ice Maintenance and Equipment Operations. Four (4) team members completed the 5 STAR Program which combines both technical training along with the management education programs.

Rink Management Services Corporation is the largest operator of ice skating facilities in the United States with more than \$137 million in assets under management. The company has more than 1600 employees.

# **Rink Management Services Corporation**

the most trusted name in ice rinks

## **PRESS RELEASE**

**May 2009**  
**Richmond, VA**

### **US Chamber of Commerce Recognizes RINK MANAGEMENT SERVICES CORPORATION for Business Excellence in Workplace Flexibility**

**May 8, 2009** - Rink Management Services Corporation was awarded the Alfred P. Sloan Award for Business Excellence in Workplace Flexibility.

The Award recognizes employers in select US cities nationwide that are successfully using flexibility to meet both business and employee goals.

Creating an effective and flexible workplace is a competitive business strategy for the 21<sup>st</sup> century. Workplace flexibility is a critical ingredient in effective workplace that enhances businesses' competitive advantage and benefits employees. It makes work "work" for both employers and employees.

This prestigious recognition is presented annually to only 20% of nominated businesses and corporations.

This is the second year in a row that Rink Management Services Corporation has been honored for this 21st Century flexibility benchmark.

Rink Management Services Corporation currently operates 30 recreational facilities in 18 states and has \$137 million in assets under management. The company has more than 1600 employees.

Rink Management Services Corporation  
804-550-7002

# **Rink Management Services Corporation**

*the most trusted name in ice rinks*

## **Key Personnel**

### **Thomas Hillgrove**

President

President of Rink Management Services Corporation (RMSC), Tom has over thirty years of experience in recreational management. After graduating from the McIntire School of Commerce at the University of Virginia, Tom began his career managing ski areas, community events and ice skating rinks. In 1999, he founded Rink Management Services Corporation which has grown to be the largest operator and developer of ice skating facilities in the United States. Using his industry experience Tom would be leading the RMSC team in all areas of operation, including overseeing the onsite team and support staff.

### **Jennifer André**

Controller

Jennifer has over twenty-three years of experience in all aspects of financial and corporate accounting, including audits, budgets, accounts receivable, accounts payable and payroll. She has in-depth experience in handling insurance and risk management as well as overseeing a large staff of accounting professionals. Her accounting systems and procedures for Rink Management Services have truly been one of the benchmarks that brought the company to national status in the ice industry. Jennifer would supervise our strong accounting team and be the lead person for any financial information regarding the East Bethel Ice Arena.

### **Glen Danischewski**

Vice President

Having more than twenty years of ice arena management and development experience, Glen has extensive experience with facility maintenance and security. Glen would be directly involved in the operations at the East Bethel Ice Arena. He would be responsible for implementing preventive maintenance programs and assisting the city on all capital expenditures.

## **James Littlejohn**

Marketing and Transitions

Jim has over twenty years of experience in marketing and sales. Jim's work as Director of Marketing has helped contribute to Rink Management Services Corporation's national reputation in the ice industry. Jim is always looking for new ways to improve facility marketing and has been on the cutting edge of social media marketing, through sweepstakes and other tactics. Jim would lead the RMSC marketing team as it relates to sales and marketing at the East Bethel Ice Arena.

## **Carl Sasyn**

General Manager and Regional Manager

Carl is a key RMSC team member and has been a General Manager for over ten years. He has connections all across the country within the hockey community and would be a key person in setting up tournaments at the East Bethel Ice Arena.

## **Louis Lombardo**

General Manager and Regional Manager

Louis has been trained in all types of recreation facility management. He has been a General Manager for almost ten years. Louis would help the RMSC General Manager with building all recreational sport leagues, and parties. Louis would be key in overseeing programs such as learn to skate, summer camps, and other sporting events.

## **Don Baldwin**

General Manager and Regional Manager

Don has been a General Manager for more than twenty years and is in the process of procuring his PhD in Business Administration. Don would lead the RMSC team in training our new staff members in HR and customer service. Don is a business innovator and is always coming up with new ways to help manage our facilities more efficiently.

## **Susan Mohs**

Marketing and Business Development

Susan would help oversee marketing and event coordinating at the East Bethel Ice Arena. Susan lives in Minnesota and has experience and contacts to bring in trade shows and concerts for the East Bethel Ice Arena. Susan would also be a key team member during the transition process and assist in the training of employees, including implementing our policies and procedures.

# Rink Management Services Corporation

*the most trusted name in ice rinks*

## Thomas Hillgrove President

President of Rink Management Services Corporation, Tom has over 30 years experience in recreational management. After graduating from the McIntire School of Commerce at the University of Virginia, Tom began his career managing ski area, community events and ice skating rinks. In 1999, he founded Rink Management Services Corporation which has grown to be the largest operator and developer of ice skating facilities in the United States. Tom is a three team member of STAR (Serving the American Rinks), is on the USA Hockey Adult Council and was chairman of the industry committee that produced the Ice Industries Research Report in 2006. Professional services provided by Rink Management Services Corporation under Tom's leadership include:

- Ice Rink/Arena Management
- Contract Negotiations
- Industry Purchasing Power
- Mechanical and Technical Ice Rink Expertise
- Ice Rink Design and Build-Out
- Client-Oriented Accounting Systems
- Sales of Goods and Services
- Event Talent Booking
- Hockey and Figure Skating Expertise
- Personnel Management
- Insurance Liaison and Industry Contracts
- Subcontracting and Provider Expertise
- Media Spokesperson

### AWARDS AND HONORS:

- Founded and headed up Recreational Management Services Corporation, which was named the fourth largest arena/facility manager in the country by *Amusement Business Magazine*
- Recognized as leading consultant for ice rink feasibility studies in the industry
- Directs team that has individually and as a group won many industry awards and honors
- Board Member, STAR (Serving the American Rinks), sponsored by USA Hockey and USFSA
- Member, Adult Council, USA HOCKEY

### PROFESSIONAL EXPERIENCE:

- 1999-Present      President  
**RINK MANAGEMENT SERVICES CORPORATION**
- 1998-1999        President  
**SKATENATION, INC**
- 1989-1998        President  
**RECREATIONAL MANAGEMENT SERVICES CORPORATION**
- 1987-1989        President  
**BORVIG SKI LIFTS**
- 1980-1988        President  
**HILLGROVE ASSOCIATES**
- 1977-1980        Marketing Staff  
**KILLINGTON SKI RESORT**

# Rink Management Services Corporation

*the most trusted name in ice rinks*

## JENNIFER ANDRE' CONTROLLER

Jennifer has over twenty-two years of experience in all aspects of financial and corporate accounting, including audits, budgets, accounts receivable, accounts payable and payroll. She has in-depth experience in handling insurance and risk management as well as overseeing large staff of accounting professionals. Her accounting systems and procedures for Rink Management Services have truly been one of the benchmarks that lead the company to national status in the ice industry. Jennifer graduated from Old Dominion University with a degree in accounting. She places great value on continuing education for her accounting team and directs hands-on training through "Assistant Controller University" for staff members. Professional accounting services at Rink Management Services, under Jennifer's direction, include:

- Preparing and overseeing preparation of annual budgets
- Overseeing accounts receivable and accounts payable
- Risk management
- Purchasing
- Invoicing
- Monitoring of control and process improvement
- Inventory control to include semi-annual inventory count and related adjustments

### AWARDS/HONORS/ACCOMPLISHMENTS:

- Nominated into the Executive Management Training Program, DJJ
- Began risk management department of Christian Broadcasting Network
- Handled complicated accounting procedures for SkateNation, 19 sites and \$30 million

### PROFESSIONAL EXPERIENCE:

1999-Present	Controller <b>RINK MANAGEMENT SERVICES CORPORATION</b> Handle and oversee accounting operations at 27 ice skating rinks/arenas.
1997-1999	Internal Auditor/Controller <b>SKATENATION, INC</b> Duties as Internal Auditor included establishing controls and procedures for original Skate Nation six ice skating facilities, then additional 13 sites in company purchase. Duties as Controller included automating all accounting procedures of each of original six facilities; oversaw the monthly closing process, the monthly consolidation process, the annual audits and the annual budgets.
1994-1997	Controller <b>DAVID J. JOSEPH COMPANY</b> District Controller for two scrap metal processing plants located in Richmond, VA and Greenville, SC and for a worldwide metal brokerage company.
1990-1993	Internal Auditor <b>THE CHRISTIAN BROADCASTING NETWORK</b> Fixed Asset Accountant for assets worldwide
1987-1990	District Controller <b>LIDLAW TRANSIT</b> Coordinated the accounting for three facilities located in Norfolk, VA, Atlanta, GA and Birmingham, AL for multinational busing company.

# **Rink Management Services Corporation**

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## **Glen Danischewski Vice President of Operations**

More than 20 years of ice arena management and development experience, including design of ice skating facilities, financial responsibility, program development, advertising and promotions, training and supervision, capital/daily maintenance of arenas and operated seven ice skating facilities as general manager.

### **SERVICES OFFERED:**

- Ability to work with architects to design and remodel new and existing ice arenas
- Director of pre-start operations and openings of new skating facilities
- Extensive experience in purchasing and troubleshooting ice rink equipment
- Installation of ice surfaces and ice logos
- Hiring and training ice arena employees, all areas and payroll management
- Bottom line operations experience
- Development of risk management programs to reduce exposure to facility and client
- Implementation of customer service programs and monitor success of programs
- Development of non-traditional skating programs for peak and non-peak times
- Development of ISI and USFSA skating schools and competitions, USA hockey programs
- Production of skating shows with second tier professional skating talent

### **AWARDS, HONORS, ACCOMPLISHMENTS:**

- Implemented award-winning USFSA Learn-to-Skate program, Chapel Hills Ice Arena
- Installed and implemented operations of the Boston Common Frog Pond
- Installed outdoor NHL-sized ice sheet in AAA ballpark in Scranton, PA
- Served as general manager of single ice sheet that generated over one million dollars with only public sessions and figure skating programs, NO hockey 1993

### **PROFESSIONAL EXPERIENCE:**

7/2000-Present	Vice President of Operations <b>RINK MANAGEMENT SERVICES CORPORATION</b>
12/98-6/00	Regional Manager <b>SKATENATION, INC.</b>
1/94-12/98	Project Manager <b>RECREATIONAL MANAGEMENT SERVICES CORPORATION</b> Successfully implemented company policies and procedures
5/89-11/93	General Manager <b>ICE CAPADES CHALET</b>
10/87-4/89	Assistant Manager <b>ICE CAPADES CHALET</b>

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## **Jim Littlejohn Marketing & Transitions**

Jim has over 20 years of experience in marketing and sales. He graduated from the State University of New York at Potsdam with a BA in Psychology and certification in Elementary Education. Since joining the Rink Management team in 1998, Jim has been involved with transitions in the company. Jim's work as Director of Marketing has helped contribute to Rink Management Services Corporation's national reputation in the ice industry. Core knowledge and skills at Rink Management Services under Jim's direction include:

- Strategic Partnerships and Alliances
- Relationship Building
- New Client Development
- High Profile Event Planning and Management
- Creative Market Planning & Execution
- Team Leadership & Supervision
- Client Presentations
- Customer Needs Assessment

### **PROFESSIONAL EXPERIENCE:**

1998-Present      Director of Marketing  
**RINK MANAGEMENT SERVICES CORPORATION**  
Handles marketing promotions at RMSC operated facilities.

1991-2008      Owner  
**BADGE PUBLICATIONS**  
Professional fundraising company.

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## **Carl C. Sasyn Regional Manager**

9822 Larston Street  
Houston, TX 77055  
713-299-7327 (C)  
csasyn@hotmail.com

### **EXPERIENCE**

**2002 – Present**      **Rink Management Services Corporation, Mechanicsville, VA**  
*Ice Skate USA General Manager*

- Transferred to Ice Skate USA March 28, 2005.
- Opened Jamestown Savings Bank Ice Arena August 2002.
- Managed a staff of over thirty employees and responsible for daily operations of the arena.
- Saved over \$37,909.26 in payroll during our initial year of operation.
- Exceeded first year revenue numbers by \$37,606.15.
- Operated at \$750,000.00 in sales.
- Developed and implemented all functioning system reports in the facility.
- Developed and trained staff on all daily operations, policy, and procedures.
- Established Thanksgiving hockey tournament.
- Established Pepsi Early Bird hockey tournament.
- Successfully hosted North Atlantic Figure Skating Regionals.
- Implemented all new summer programs for ice hockey.
- Responsible for budget planning, monitoring, and reporting to the ice arena over site committee.
- Responsible for all interaction with the Jamestown Center City Development Corporation i.e. the Gebbie Foundation (not for profit), owners of the arena.
- Successfully established the facility goals and relaying information through the radio, print and television media.
- Handled construction close out litigation and mediation.

**1998 – 2002**      **Classic Molded Plastics, Erie, PA**  
*President*

- Operated a 1.5 million company.
- Responsible for daily production goals, policies, procedures, and quality control
- Worked exclusively with the Department of Defense on highly classified plastic molded military technology.
- Responsible for quoting all sales jobs.
- Managed over thirty- five employees.

- Forecasted budget projections annually.
- Traveled extensively for sales leads.
- Responsible for obtaining Small Business Loan.
- Promoted and coordinated all sales activities.

**1993 – 1998**

**Academic Service Products, Erie, PA**

***Senior Sales Account Representative***

- Responsible for the distribution of over two thousand compact refrigerators throughout the East coast to colleges and universities while handling marketing, promotion, and sales to over seventy-five college accounts.
- Assisted in the engineering and planning of a compact refrigerator designed to run a microwave and refrigerator on the same outlet.
- Expanded sales to include carpeting.
- Expanded sales to include bulk market deliveries on refrigerators
- Responsible for budgeting, forecasting, and monitoring all financial activities.
- Participated in the transition of the company. The company was purchased by leading supplier of combination refrigerator microwave units in the country.

### **EDUCATION**

- Niagara University, Niagara Falls, NY
- Bachelor of Arts in History and Business

### **ADDITIONAL TRAINING**

- Certified Ice Technician.
- First Aid AED Trainer
- Maximum Solutions facility scheduling software
- ADP payroll system training.
- Sexual Harassment training
- Loss Prevention training.

### **ADDITIONAL ACTIVITIES**

- Official in the East Coast Hockey League.
- Official in Eastern Collegiate Athletic Association.
- Official in the Ontario Hockey League.
- Official in the American Hockey League

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## **LOUIS LOMBARDO III REGIONAL MANAGER**

### **Certifications:**

#### **Serving The American Rinks (STAR):**

Ice Maintenance and Equipment Operations (IMEO), Chicago, IL May 2007

Basic Refrigeration (BR), Lake George, NY, June 2007

Ice Making and Painting Technologies (IMPT), Chicago, IL May 2008

Certified Ice Technician (C.I.T), June, 2008

Programming, Marketing & Promotions, Chicago, IL May 2009

#### **Birthday Party University**

Certification – July, 2008

#### **New York State Department of Health**

Emergency Medical Technician – 1999- present

American Heart Association BLS CPR - 2009

Hudson Valley Regional EMS Council – Treasurer - 2008-2010

Hudson Valley Regional EMS Council – Putnam County Delegate – 2001-2003, 2006-2010

Instructor, Certified Emergency Vehicle Operations- 2001

#### **New York State Department of State**

Firefighter Essentials – 1996

Emergency Vehicle Operations – 2007

#### **Putnam Lake Fire Department**

Firefighter/Member – 1995 to present

EMT – 1999 to present

Business Secretary – 1998-2000, 2001-2003, 2008-2010

Business Treasurer – 2000-2001

EMS Captain – 2001-2003, 2007-2010

Co- Chair, Ambulance Design & Construction - 2009

#### **Federal Emergency Management Agency**

National Incident Management System – 700 - May 2008

**American Safety and Health Institute**

Instructor, - Community CPR, Professional Rescuer CPR, First Aid, Blood Borne Pathogens, AED, Oxygen Administration, and Incident Preparedness – expired

**Member United States Figure Skating**

Figure Skating Coach – 2000 to present  
Voting Delegate 2009, 2010, 2011

**Member Ice Skating Institute**

Skating Instructor – 2001 to present  
Skating Director – 2003 to present

**USA Hockey**

Member – 1999 to present  
Certified Level 3 Coach – expired

**Hudson Valley High School Ice Hockey Association**

President – 2009-2010 season

**Mid-West Hockey League**

Vice President – “A” Division – 2010-2011 Season

**Mid-West Amateur Hockey Association – (USA Hockey Affiliate)**

Interim Adult Hockey Coordinator – 2010-2011 Season

**National Registry of Food Safety Professionals**

Food Safety Manager – March 2011

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## **Don Baldwin Regional Manager**

### **Professional Experience:**

#### **Regional Manager:**

Rink Management Services Corporation, 9400 Charter Crossing Ste. D., Mechanicsville, VA 23116

- May 2006 to present
- Supervise Palos Verdes Ice Chalet (CA) resulting in a doubling of net income compared to previous year
- Analyze ice rink operations and write consulting reports for Rink Management's consulting business
- Prepare competitive analysis for consulting reports
- Assist with RFP (Request for Proposal) bid preparation, appear at City Council Meetings
- Teach Managers how to resolve OSHA issues in the company's favor
- Compiled OSHA manual for rinks

#### **General Manager**

Lloyd Center Ice Rink, 953 Lloyd Center, Portland, Oregon 97232

- June 1998 to present
- Managed multiple units with Clackamas Town Center Ice Arena from 1998 through 2003
- Doubled gross sales from 2002 to 2006 by establishing an effective marketing program and improving quality of services
- Substantially improved gross profit from 2002 to 2006
- Wrote and published a basic web site that sells \$50,000 - \$70,000 in skating lessons per year ([www.lloydcenterice.com](http://www.lloydcenterice.com))
- Manage all Day to Day operations
- Make sure operations are compliant with all laws
- Supervise a staff of 40 to 50
- Grew the Learn to Skate School from 180 to 900 students
- Grew a successful \$70,000 per year pro shop from bare walls

#### **General Manager**

Clackamas Town Center Ice Arena, 12000 SE 82nd Ave., Portland Oregon 97266

- August 1997 to March 2003
- President of the Youth Hockey League
- Ran an in house adult and youth hockey league
- Supervised an industrial refrigeration system and co-ordinate tradesmen's work
- Grew the Learn to Skate School
- Served on the state USA Hockey Affiliate, Oregon State Hockey Association as a non-voting board member
- Appealed OR-OSHA decision regarding safe operation of ice rink and won

## **Manager**

Tri-Town Sports Center, Inc., 6 Progress Dr., Cromwell, Connecticut 06416

- September 1991 to June 1997
- Supervised refrigeration plant and co-ordinate tradesmen's work
- Reduced the refrigeration plant repair costs from \$150,000 to \$25,000 per year
- Supervised maintenance in an 80,000 square foot building with large health club
- Started a successful mom and tot skating program
- Operated Ice Rink as a lease rink
- Sold ice on commission
- Sold out summer ice by inviting summer camps to make Tri-Town their home
- Started Pro Shop operation

## **Owner**

Don's Hat Trick Hockey, LTD, 153 South Main St., Middletown, CT 06457

- September 1994 to March 1998
- Owned and operated a senior hockey league
- 30 teams, 600 players at peak
- Published player statistics on the Internet in 1994
- Business closed due to loss of lease and owner moving to Oregon

## **Professional Education:**

Northcentral University, PhD Business Administration, PENDING 2015

George Fox University, Master's of Business Administration, 2010

University of Phoenix, Bachelor of Science with Honors in Business, E-Business May, 2008

University of Hartford, West Hartford, Connecticut, studied Electrical Engineering

Burger King, People the Winning Edge Management Training Program 1989

Certified Ice Rink Manager, Serving the American Rinks (STAR), 2011

Safe Ice Resurfacers Operation, Serving the American Rinks (STAR), Portland Oregon 2005

Certified Ice Technician, Serving the American Rinks (STAR) October, 2006

Five Star Operator, Serving the American Rinks (STAR), May 2007

## **Presentation:**

Assist with OSHA presentation at NARCE (North American Rink Conference and Expo, a national rink conference) class in Operations and Risk Management (ORM), May 2008 and May 2009

## **Publication**

Birthday Bash, Rink Magazine, November/December 2010

Are You Ready for a Visit from OSHA?, Rink Magazine, November/December 2009

OSHA Is Your Business, Rink Magazine, July/August 2008

Catching Customers In Your Web, Rink Magazine, November/December 2007

## **Awards:**

District Merit Award 2008, Ice Skating Institute (ISI) District 13

Outstanding Club/Rink Relations, Skating Club of Oregon, June 2007

Star Performer, Rink Management Services Corporation, May 14, 2007

3rd Place, Lloyd Center Mall, Lloyd Center Bucks local store marketing program, 2003

1st Place, Lloyd Center Mall, Lloyd Center Bucks local store marketing program, 2004

## **Skating Community Involvement:**

Vice District 13 Representative, Ice Skating Institute, May 2007 through May 2009

Member, United States Figure Skating (USFS)

Member, Serving the American Rinks (STAR)

## **Community Involvement:**

Board Member, Lloyd District Community Association, Portland, OR 2012AA2V Amateur Radio (HAM) Extra

Class License (Amateur Radio assists with public safety in times of disaster)

Vice President, Oregon Tualatin Valley Amateur Radio Club (OTVARC), 2009, 2010

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## **Susan M. Mohs Marketing and Business Development**

1213 Huntington Drive South  
Sartell, MN 56377  
804-980-0393

[susan.mohs@rinkmanagement.com](mailto:susan.mohs@rinkmanagement.com)

### **SUMMARY OF QUALIFICATIONS**

More than 10 years of effective office management and leadership in the private and public sectors in administration, operations and sales.

### **AREAS OF EXPERTISE**

<i>Consensus Building</i>	<i>Leadership</i>	<i>Short/Long Term Budgeting</i>
<i>Strategic Planning</i>	<i>Problem Solving</i>	<i>Marketing and Sales</i>
<i>Promotion/Special Events</i>	<i>Project Development</i>	<i>Policies and Procedures</i>
<i>Customer Service</i>	<i>Employee Management</i>	<i>Meeting Facilitation</i>
<i>Community Relations</i>	<i>Printing and Publications</i>	<i>Financial Procedures</i>

### **PROFESSIONAL EXPERIENCE**

**MARKETING & BUSINESS DEVELOPMENT** March 2012 - present  
*Rink Management Services Corporation, Richmond VA*

As the largest operator of ice skating facilities in the United States, Rink Management Services also provides management for other recreational facilities. As the marketing and business developer, my duties include traveling to locations throughout the US offering support, training and guidance which allows facilities to operate on a more efficient manner. Other duties include marketing assistance to a variety of facilities and research in tradeshow and concert opportunities.

RINK SUPERVISOR/PAYROLL  
*ICE at Santa Monica, Santa Monica CA*

temporary - 2011

ICE at Santa Monica is a seasonal premier outdoor ice rink located in the heart of Santa Monica. This 8000 square foot rink provides a taste of winter to area residents without the bitter cold. As a rink supervisor, duties included customer service, employee management, payroll, event planning, daily reporting to the corporate office, and assisting the General Manager in all areas needed to make ICE at Santa Monica a successful endeavor.

2<sup>ND</sup> ASSISTANT TO EXHIBITOR SERVICES  
*American Film Market-Los Angeles CA*

temporary - 2011

Provided assistance to the Manager of Exhibitor services during the course of the largest film market in North America by managing customer service needs to all exhibitors. This included maintaining attendance at all screenings by monitoring attendees and scanning devices, answering exhibitor questions, while maintaining a professional office setting.

OFFICE MANAGER  
*Wadena Evangelical Church, Wadena MN*

2001-2011

I managed all aspects of the office setting in a growing church with the main focus on community needs. Working with a board and host of volunteers, WEC's primary goal is to make a difference in the community we serve. Providing community meals, neighborhood food drives, updating community parks and events to promote a sense of unity within our community. This along with research in solid teaching material for all ages is accomplished by developing and maintaining an operational plan, effective budgeting, communication with community leaders, and sound fiscal planning and reporting.

MEDIA SPECIALIST/PARAPROFESSIONAL  
*Verndale Public School, Verndale MN*

2003-2005

Approximately 500 students attend this K-12 school. As the Media Assistant responsibilities included the day to day activities in the Media Center including developing and maintaining an annual budget, researching and ordering all media supplies including books, software and media equipment. I acted as a 1:1 paraprofessional with a student providing assistance in all educational, behavioral and social needs.

EDUCATION      AA Degree Accounting  
                     Minnesota State Community College – Wadena

COMMUNITY      President, Madhatters Community Theater- 20 years experience

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## Action Plan for the East Bethel Ice Arena Transition May 1, 2014

- Coordinate the mechanics of bank accounts, exchanging files, existing payroll, and getting the office set up
- Create a contract and sign
- Our team needs to be introduced to the existing staff at East Bethel
  - After the introduction we will have meetings/interviews with all staff members with follow up
- Review the personnel files and/or the informal organization chart
- Assemble and review the existing contracts
- Speak with the appropriate coaches about youth hockey
- Register staff as RMS employees
- Conduct an inventory
  - This inventory will be in writing accompanied by pictures
  - The purpose is to list the main assets – the type, number and general physical condition
    - Ice resurfacing machines and spare parts
    - Refrigeration equipment
    - Tools and machines for ice maintenance – ice edgers, hoses, scrapers, etc.
    - Rental skates by sizes and quantities
    - Office equipment and computers
    - Food service equipment
    - Food and supplies inventory
    - A detailed and in-depth report on the retail inventory
- Make arrangements to meet with decision makers from user groups
- Check existing ice depth logs, compressor readings, Zam logs and implement our policies and procedures
- Learn as much as possible about the rink's current policies and methods of handling ice resurfacing and integrate with our best practices

- Conduct a general and preliminary risk management audit – signs, policies and procedures, look for glaring trouble spots
  - Take pictures of risk management signs
- Train all staff on accident reporting procedures
- Arrange and schedule for all staff to take the sexual harassment training video
- Work on an on-going basis with cashiers on proper cash handling procedures
- Review current ice schedule and programs and make recommendations
- Meet with relevant staff with the objective of optimizing ice schedule
- Work with staff to develop programs and events
- Research and gather data to begin groups sales efforts
- Create a sales plan with targets and timetables
- Begin the process of implementing our accounting systems with existing procedures
- Meet with service contractors to analyze condition of key equipment and systems
- Develop an emergency reaction plan with input from staff
- Develop a list of key contacts for the building – electricians, HVAC, plumbers, locksmiths, suppliers, emergency numbers, etc.

These steps will be done in the first 6 weeks.

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## Scope of Services

Rink Management Services Corporation provides support in all functional areas to on-site managers. The following scope of services are incorporated at facilities under RMSC's management. Samples and support materials are included under appropriated tabs throughout the following RFP bid information.

- A. **Recruit, train, and employ all the workers** at the rink. This will give you an arm's length relationship with the employees and reduce record-keeping.
- B. **Maintain all equipment and property** in a first class manner.
- C. **Prepare financial reports**, including a balance sheet, statement of cash flows, profit and loss versus budget for the month and year-to-date, comparisons to last years' periods (when appropriate), and a complete general ledger. The reports are made on a full accrual basis and to GAAP standards.
- D. **Optimize programming and scheduling**. Rink Management Services will analyze the existing schedules and try to raise the revenue potential with the least disruption to existing user groups.
- E. **Coordinate sales, marketing, and promotions**. We will institute the systems that have been successful for us at our other facilities. We are constantly seeking ways to create and retain skaters.
- F. **Establish our risk management procedures**. Rink Management Services has a master policy for liability insurance which can often save our clients 20% to 30% over their existing premiums.
- G. **Provide support** for the on-site staff. Our corporate staff of 32 professionals is available to assist our properties with knowledge and experience in all aspects of facility management.
- H. **Offer any discounts** available to our clients through Rink Management Services' position as the ice rink industry leader.
- I. **Work with Ownership** to develop this property for long term value.

# Rink Management Services Corporation

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## Proposed Fee for Services

Rink Management Services Corporation will provide to the City of East Bethel all of the services listed in the Request for Proposals for Ice Arena Management Services for **\$94,500** (Ninety-four thousand five hundred dollars) per year. Our services will include all items listed on page six of the RFP issued on April 1, 2014 and due on May 1, 2014. This will include an on-site manager from September 1 through March 31 and all part time staff.

On page seven the RFP states that the City will be responsible for “Maintain insurance coverage at the statutory limits for property, boiler machinery, business interruption, and commercial general liability.” Rink Management Services has a master policy for general liability and we can provide the coverage but this will be an operating cost of the facility.

The following is included in our scope of services:

Rink Management Services Corporation provides support in all functional areas to on-site managers. The following scope of services is incorporated at facilities under RMSC’s management. Samples and support materials are included under appropriated tabs throughout the following RFP bid information.

- A. **Recruit, train, and employ all the workers** at the rink. This will give you an arm’s length relationship with the employees and reduce record keeping.
- B. **Maintain all equipment and property** in a first class manner.
- C. **Prepare financial reports**, including a balance sheet, statement of cash flows, profit and loss versus budget for the month and year-to-date, comparisons to last years’ periods (when appropriate), and a complete general ledger. The reports are made on a full accrual basis and to GAAP standards.
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**Coordinate sales, marketing, and promotions**. We will institute the systems that have been successful for us at our other facilities. We are constantly seeking ways to create and retain skaters.
- F. **Establish our risk management procedures**. Rink Management Services has a master policy for liability insurance, which can often save our clients 20% to 30% over their existing premiums.
- G. **Provide support** for the on-site staff. Our corporate staff of 32 professionals is available to assist our properties with knowledge and experience in all aspects of facility management.
- H. **Offer any discounts** available to our clients through Rink Management Services’ position as the ice rink industry leader.
- I. **Work with the City** to develop this property for long-term value to the community.



# Rink Management Services Corporation

## References

### **Red Wing School District Office**

**-Red Wing, MN**

Kevin Johnson, CPE

Director of Buildings, Grounds & Technology

2451 Eagle Ridge Drive

Red Wing, MN 55066

651-385-4500

### **U.S. Bank**

**-Minneapolis, MN**

Patricia Kapsch

Assistant Vice President

800 Nicollet Mall

Minneapolis, MN 55402

651-466-5861

### **Community Facility Partners (CFP)**

**-Deephaven, MN**

Dan Nelson

Attorney

18338 Minnetonka Blvd

Suite B

Deephaven, MN 55391

612-339-5897

# **Rink Management Services Corporation**

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## **Conflict of Interest**

Rink Management Services has no conflicts or perceived conflicts of interest as it relates to Ice Arena Management Services at the East Bethel Ice Arena.

Rink Management Services' conflict of interest policy is not designed to exclude relationships and activities that may create a duality of interest, but rather to encourage transparency and careful deliberation in situations where conflicts or perceived conflicts may arise.

Whenever a Rink Management Services employee has a conflict of interest or perceived conflict of interest with a client of ours; he or she shall immediately consult with one of the Senior Management Team members. It is then presented to the President of Rink Management Services for review and a final decision

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Rink Management Services has had no previous engagements with the City of East Bethel.



# **Business Proposal**

## **City of East Bethel**

Gibson's Management Company, LLC  
PO Box 18  
East Bethel, MN 55011  
[www.gibsonsmanagementcompany.com](http://www.gibsonsmanagementcompany.com)

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## **1.0 Executive Summary**

The following plan is based on years of experience, is highly focused, and promises to follow a path of potential for growth and profit for its owners, managers, and the City of East Bethel. It is based on conservative goals for future ice and advertising sales, and actual sales may be higher. The GMC, LLC company strives to provide excellent customer service which will hopefully increase revenue each year thereafter.

GMC, LLC is a small company designed to make our customers feel as if they are receiving exclusive services in a world all to themselves. The teamwork theme is based on a goal of making certain that our clients feel as if their needs are being met in a timely and efficient manner. Customer service is our primary selling point, as we want to make sure our user groups and customers feel as if their voices are being heard.

## **1.1 Objectives**

1. Increase ice sales by a minimum of 3% per year.
2. Have an accessible staff, with a clearly indicated manager on site for both common days and all major events.
3. Net increase of advertising sales of more than 5% by Year 3.
4. Implement new communications policy to quickly resolve any questions or concerns by City or customers.

## **1.2 Mission**

GMC, LLC aims to offer excellent customer service and provide quality expertise at all times. Close personal attention to our clients is essential to providing a favorable experience for all customers. Adequate personnel has been hired and trained to ensure all facilities under our supervision will be maintained safely and efficiently.

## **1.3 Keys to Success**

Keys to a successful City - company partnership will include:

1. Maintaining a safe, clean, presentable arena with a quality ice sheet.
2. Quality communication methods.
3. Competitive pricing and scheduling.

4. Ambitious recruitment of new advertisers for the facility.

## **2.0 Company Ownership and History**

Gibson Management Company was founded in 2008 by Todd Gibson to serve local municipalities that would like to contract the management services for recreational and ice arena facilities.

### **2.1 Company Ownership**

Gibson Management Company is a limited liability company licensed in the State of Minnesota. GMC, LLC is owned by Todd W Gibson, a full time resident of Minnesota who has over 20 years of experience working in various roles at both large and small ice venues.

### **2.2 Company History**

Gibson Management Company took over the day to day management of East Bethel Ice Arena in 2008 after the National Sports Center declined renewing a management contract that had been in place since 2006. GMC was selected as the management company mainly because GMC offered more services per dollar, and because the GMC staff had prior experience at the Arena. The initial contract was for one year, which ended July 2009. GMC was subsequently renewed for a two year period ending July 2011. Following that duration, GMC was retained again for a three year contract that will expire on July 31, 2014.

### **2.3 Previous Experience**

GMC owner, Todd Gibson, has experience working at a variety of ice sports and recreational venues in a multitude of roles.

Island Sports Center (Pittsburgh, PA) - Asst Director of Operations. Facility features two indoor, year round ice arenas, two additional seasonal, covered outdoor arenas that kept ice during the fall and winter months and Sport Court during the warmer months. Also at the facility were a full service pro shop, multiple concessions areas, skate rental, indoor golf dome & driving range, batting cages, turf sports field, and miniature golf. The facility hosted many local, regional, and national events such as the Junior Olympics, skating shows, and USA Hockey national tournaments.

## **East Bethel Ice Arena**

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Columbia Ice Arena (Fridley, MN) and Schwan Super Rink (Blaine, MN) - Arena Manager. Responsible for preventative maintenance of the ice sheets and ice resurfacer machines. In charge of concessions ordering and staffing. Implemented ticketing policies and supervised deposits. Responsible for all day to day operations of the single sheet facility at Columbia Arena.

East Bethel Ice Arena - Arena Manager. Was responsible for all scheduling, communication, staffing, training, concessions, ticketing, ice maintenance, and daily operations for the single sheet facility.

Rochester Recreation Center - Assistant Facility Manager for City of Rochester. Oversees all events, staff scheduling, customer service issues, maintain accurate records of rentals, revenue, and attendance.

### **2.4 Bank Information**

GMC LLC has payroll services and checking accounts at Wells Fargo in Blaine, MN 612-316-3965

### **3.0 Qualifications**

Gibson Management Company (GMC) offers service options to both public and private ice arena and recreation facilities. We offer a wide range of services such as consulting, part time work, ice installation and / or removal, and complete year round management of ice facilities.

Management of an ice arena can be a huge endeavor. Whether it's managing staff and payroll, or trying to keep up with new ice making technology and strategies, it's a big job for anyone. GMC has assembled a skilled team of industry professionals in the key functional roles of ice hockey trades and recreation management. This GMC team functions as a cohesive unit that provides current skills and experienced guidance to the facilities' on-site part time staff. We give City leaders their time back, by assuming the responsibility of operating the day to day scheduling, management, and daily up keep of your municipal ice arena location. Our primary goals are to provide quality customer service to all user groups, and effectively communicate with City officials.

### **3.1 Service Philosophy**

Good leaders develop through a series of trial and error events, self reflection, training,

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education, and naturally, experience. GMC has team members with extensive experience in venues both smaller and larger than the East Bethel Ice Arena. The goal of GMC here is to inspire our staff to higher levels of customer service and teamwork, rather than being content to maintain a baseline.

GMC promotes a team approach with a main priority being successful communication, both among all team members, as well as between staff and customers. We will aim to take aspects of what was successful at previous facilities and incorporate those ideals at the East Bethel Ice Arena. Additionally, we desire to be progressive and help the local programs grow. We are committed to keeping a successful balance between customer satisfaction and financial responsibility.

### **3.2 New System Timeline**

Upon acquisition of a new contract, GMC plans on implementing all new strategies effective immediately. The staff that is already in place will communicate with the primary user groups regarding what they would like to see improve at their home arena. If approved for attendance, we will send a representative to select St Francis Youth Hockey board meetings, so that we can meet with our users face to face on a more regular basis. We already have Facebook and Twitter accounts in place, and will start sharing those with user groups for more modern communication options between GMC, EBIA, and user groups.

### **3.3 Services Provided**

Services provided will include, but not be limited to, the following:

- Provide a full time, on site Arena Manager, as well as all necessary part time staff during all ice sports months, as well as during major off season events
- Supply, staff, and manage the concessions area, while adhering to all health code requirements
- With the assistance of the City, manage an annual budget
- Manage all minor mechanical maintenance, small projects, and service fixtures as needed
- Advise the City regarding potential improvements to the facility
- Maintain a website, Facebook page, Twitter account, Google+ page, email account
- Attend monthly meetings with City officials with updates and information

regarding Arena happenings

- Provide uniforms for GMC employees that will clearly indicate them as such, so that they may be easily identified
- Maintain detailed log books for cleaning tasks and routine maintenance schedules so that the staff is always accountable for keeping the arena clean, safe and presentable for all visitors
- Sell, schedule, and invoice all user groups and submit payments to the City
- Seek new advertisers for the Arena, in an effort to find new revenue streams
- Maintain the ice surface at an appropriate thickness and temperature
- Secure the building during all times when the facility is not in use
- Effectively move and store the artificial turf in a visually acceptable manner
- Implement a new communication policy that will ensure all questions and concerns are addressed in a timely manner

### **3.3.1 Potential New Business**

Every effort will be made to establish a stronger dry floor rental business. Meetings and relationships will be sought with local event planners, show representatives, etc. An attractive, informative brochure will be developed that highlight facility rental options.

Ideas for dry floor events:

- Receptions
- Church events
- Parties
- Flea markets and rummage sales
- Trade shows
- Team building events
- Rehearsals
- Teen events / lock in' s
- Craft shows
- AKC / kennel clubs

- Pool or dart tournaments
- MMA events
- Pageants

Ideas for new Ice Sports groups

- North Branch Area Youth Hockey - We have contacted NBYHA regarding purchasing ice for the 2014-15 season. They currently purchase ice as far away as Princeton, which is a longer drive for them for ice time.
- Adult Hockey Groups or open hockey

**3.4 Lead Contact**

Lead contacts between GMC and City of East Bethel officials will be Todd Gibson and Derrick Orman. Mr Orman will be the Arena Manager. He will be on-site on a full time basis, typically 5-6 days per week during the prime ice season. He will also be on site during all major off season dry floor events. He will be provided with a cell phone and email so that user groups and City representatives can access him when necessary. The Arena phone will be forwarded to this cell phone so that the manager is readily available whenever necessary.

**4.0 Pricing Structure & Proposed Fees**

Financial obligation will not increase with a renewed contract.

**4.1 Past Fee Structure**

Contract 1: August 1, 2008 - July 31, 2009

- GMC operational fee \$83,000

Contract 2: August 1, 2009 - July 31, 2011

- GMC operational fee remained at \$83,000
- During this original three year time period, net operating income for the City of East Bethel increased, and the Arena fund was significantly reduced.

Contract 3: August 1, 2011 - July 31, 2014

- GMC operating fee was proposed and approved at \$88,000
- GMC made less income during this time period due to rental of concessions area, upon the request of the City of East Bethel. After Concessions rental was considered, the operations budget became \$84,000

#### **4.2 Proposed Fees**

GMC, LLC is proposing continuing the existing fee amount that is currently in place as part of the contract that expires this July 31 2014. GMC will consider re-structuring the billing process to only bill the City of East Bethel during the seven months of ice activity, rather than on an every month schedule. The \$84,000 yearly amount would remain the same, and the billing schedule would simply be adjusted to reflect monthly fluctuations in use.

#### **5.0 Conflicts of Interest**

GMC, LLC does not perceive any conflicts of interest between the company and the City. There have been no prior conflicts of interest between GMC and City of East Bethel during previous contract years.

#### **6.0 Previous Engagements with City of East Bethel**

GMC, LLC has successfully been under contract with the City of East Bethel since August 2008

#### **7.0 Marketing and Web Based Services**

GMC will maintain a welcoming Facebook page for East Bethel Ice Arena. This page will feature pictures of the arena, updates about relevant events, and general information about the facility.

GMC will also maintain a Twitter account with schedule and program information.

GMC will provide the City of East Bethel with photos, current information, and staff contact info for the City's official links on it's primary website.

## **8.0 Management Team**

East Bethel Ice Arena will have a full time management team, both on site and at large. Team members will be in the following roles:

### **Arena Manager: Derrick Orman**

- Direct the daily operations of the facility, including supervision of building, outdoor rink, and ice resurfacers
- Oversee the scheduling and documentation of daily work assignments and staff work schedules
- Communicate with City officials on an on-going basis via phone, email, and personal visits to City Hall
- Be readily available for communication with primary user groups, including attending SFYHA board meetings when requested
- Maintain a quality level of cleanliness in the lobby, referee room, locker rooms, shower areas, bleachers, concessions areas, as well as all other common areas
- Responsible for putting together orders for rink supplies and concessions supplies
- Oversees and supervises game management as needed for all youth and high school contests, as well as for special events and off season dry floor events.
- In charge of small projects and upkeep of basic fixtures
- Supervise the secure opening and closing of the facility
- Keep accurate data logs and maintain the facility's machinery, including basic ice resurfacers maintenance
- Maintain a safe, welcoming, presentable environment for customers and visitors
- Primary daily roles are to maintain a safe ice sheet and ensure arena cleanliness as top priorities
- Arena manager will be a full time, salaried position with a minimum of 45 hours on site per week during the ice season
- Assumes any additional responsibilities as required by the Owner of GMC, LLC
- Derrick has attended USA Hockey STAR classes and is educated on proper ice making. Maintaining proper ice depth is essential to keeping utility bills lower.

### **Marketing and Social Media Director: Pilar Gibson**

- Maintain East Bethel Ice Arena Facebook and Twitter accounts, including, but not limited to user group events, high school game information, and dry floor community events that would interest the East Bethel community
- If desired, will attend St Francis Youth Hockey Assn board meetings to offer recruiting and marketing advice to help the association recruit new members
- Communicate with City of East Bethel City council regarding what events they would desire to have promoted via social media
- Work with SFYHA board members to grow local awareness of youth hockey program offerings
- Bachelor of Arts in Psychology at Providence College - Providence, RI 1998
- Extensive experience in the Ice Sports Programming field, including scheduling, billing, pro shop purchasing and inventory, recruiting, and marketing. Previously employed at Island Sports Center (Pittsburgh, PA) as asst Hockey Director and at National Sports Center (Blaine, MN) as an Ice Sports Programmer

### **Scheduling and Finance Director: Todd Gibson**

- Work closely with SFYHA, St Francis HS boys and girls teams, as well as other user groups to efficiently and fairly schedule both prime and non prime hours.
- Seek out new users to fill additional hours, including adult groups, North Branch Area YHA, broomball groups, try-outs for off-season hockey programs, etc
- Invoice user groups in a timely manner
- Will send weekly updates to City of East Bethel, regardless of whether it is a high or low activity time of year
- Prepare an annual budget with assistance from the City
- Process various bank deposits for the City of East Bethel
- Holds certifications as a Certified Ice Technician (CIT), Certified Rink Administrator (CRA) and as a Certified Ice Rink Manager (CIRM) through the Serving the American Rinks program

### **Part Time Staff Members**

- Operations Specialist: Matthew Hanchulak

## East Bethel Ice Arena

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- Currently holds a position as a Building Maintenance I for the City of Rochester, MN and will provide as needed support for the Arena Manager
- Will be assisting with ice painting, installation and removal
- Concessions Manager: Laura Doucette
- Zamboni Driver / Assistant to the Arena Manager: Joshua Gilbert
- Marketing Consultant: Joanna White (B.A. SUNY - Albany of New York)
- Mechanical Consultant: Kyle Schmidt (Dunwoody College of Technology - HVAC degree, B.A. St Cloud State University)
- Concessions game day staff

### 9.0 References

Pete Carlson - Director of Operations, National Sports Center (Blaine, MN)  
763-717-3881      [pcarlson@superrink.org](mailto:pcarlson@superrink.org)

Steve Howarth - Arena Manager, Dodge County Ice Arena (Kasson, MN)  
507-269-1674      [smncig@gmail.com](mailto:smncig@gmail.com)

Bob Montrose - Arena Manager, Graham Arena City of Rochester (Rochester, MN)  
507-358-8991      [bmontrose@rochestermn.gov](mailto:bmontrose@rochestermn.gov)

Doug Meyenburg - East Bethel Pageant Board Member  
763-434-3973

Dave Hanson - General Manager, Robert Morris University Island Sports Center  
(Pittsburgh, PA)  
412-916-1119

John Niewinski - Operations, American Airlines Center, Home of Dallas Stars NHL  
Team (Dallas, TX)  
972-345-4966



April 27, 2014

To whom it may concern;

It has come to my attention that Todd Gibson and Gibson Management Company LLC has applied for the East Bethel Arena Management Position. I recommend Todd Gibson and his management company be considered for this position.

Todd was one of my managers at the National Sports Center. He was under my direction at the Schwan Super Rink. He worked at the Schwan Super Rink from 2001-2008. He began as a Zamboni Driver and quickly became one of my lead staff members.

Todd was responsible for several tasks. His main focus was the operations of the Schwan Super Rink and East Bethel Arena. He was directly in charge of budgeting, program development, program management, hiring, concessions, maintenance, scheduling, and customer service.

If you would like to discuss my business relationship with Todd, please call or email me anytime.

Sincerely,

Pete Carlson  
National Sports Center / Schwan Super Rink  
Director of Operations and Programming  
763-717-3881  
[pcarlson@superrink.org](mailto:pcarlson@superrink.org)

# State of Minnesota

## SECRETARY OF STATE

### Certificate of Organization

I, Mark Ritchie, Secretary of State of Minnesota, do certify that: Articles of Organization, duly signed, have been filed on this date in the Office of the Secretary of State, for the organization of the following limited liability company, under and in accordance with the provisions of the chapter of Minnesota Statutes listed below.

This limited liability company is now legally organized under the laws of Minnesota.

Name: Gibson's Management Company LLC

Charter Number: 2951324-2

Chapter Formed Under: 322B

This certificate has been issued on 08/04/2008.



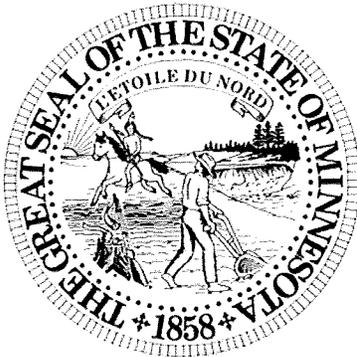
*Mark Ritchie*  
Secretary of State.

**Office of the Minnesota Secretary of State  
Certificate of Good Standing**

I, Mark Ritchie, Secretary of State of Minnesota, do certify that: The business entity listed below was filed pursuant to the Minnesota Chapter listed below with the Office of the Secretary of State on the date listed below and that this business entity is registered to do business and is in good standing at the time this certificate is issued.

Name: Gibson's Management Company LLC  
Date Filed: 08/04/2008  
File Number: 2951324-2  
Minnesota Statutes, Chapter: 322B  
Home Jurisdiction: Minnesota

This certificate has been issued on: 05/01/2014



*Mark Ritchie*

Mark Ritchie  
Secretary of State  
State of Minnesota



# City of East Bethel City Council Agenda Information

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**Date:**

May 21, 2014

\*\*\*\*\*

**Agenda Item Number:**

Item 8.0 G.2

\*\*\*\*\*

**Agenda Item:**

Personnel Policy - proposed revisions

\*\*\*\*\*

**Requested Action:**

Discuss proposed revisions to the City Personnel Policy

\*\*\*\*\*

**Background Information:**

The City Personnel Policy has had no major revisions since 2008. In order to comply with changes in regulations relating to Equal Opportunity, Harassment and Drug and Alcohol Free Workplace and to correct other deficiencies in the Policy, the attached modifications are submitted for discussion.

The Policy was submitted to the City Attorney for comment and they provided the attached red-line copy. The attached clean copy includes the City Attorney’s recommendation and Staff additions to update other aspects of the document.

This update is necessary to remain current with all new employment regulations and requirements.

**Attachments:**

Red line copy of proposed changes

Clean copy of proposed changes with Staff additions

\*\*\*\*\*

**Fiscal Impact:**

\*\*\*\*\*

**Recommendation(s):**

Staff requests discussions of the revisions, additions and deletions to the City Personnel Policy and direction for action on this matter.

\*\*\*\*\*

**City Council Action**

Motion by:\_\_\_\_\_

Second by:\_\_\_\_\_

\_\_\_\_\_

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Vote Yes: \_\_\_\_\_

Vote No: \_\_\_\_\_

No Action Required: \_\_\_\_\_



# City of East Bethel Personnel Policy

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Adopted:

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## SECTION 1 ~ BACKGROUND

Effective Date: 07/21/04

### 1.1 Purpose

This set of Personnel Policies and Rules, as adopted and approved by the City Council of the City of East Bethel, sets forth the parameters that will guide and direct managers and supervisors in their relationships with employees. This manual of policies and rules will provide city employees a set of operating rules, specific benefit information and a delineation of rights to which they may be entitled. The information in these personnel policies serve only as a general reference to the East Bethel's current policies and procedures. None of these rules and policies constitutes a contract between the employee and the City. These rules and policies are not a guarantee of continued or future employment or intended to alter the employment at will relationship in any manner. Employees have the right, with appropriate notice, to terminate their employment at any time, for any reason or no reason, and the City retains a similar right, subject to any statutory or constitutional restrictions placed upon it as a public employer. If at any time there is a difference between a statement in these documents and source material, such as plan documents, the source material that is current at that time will take precedence.

Comment [MM1]: The handbook needs an acknowledgment form that each employee has read and understands the handbook. At-will employment should also be detailed in the form. A copy should be kept in their personnel file and another one should be provided to the employee.

### 1.2 Declaration of Affirmative Action Policy

This is to affirm the City of East Bethel's policy of providing Equal Opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity/Affirmative Action laws, directives and regulations of Federal, State, and Local governing bodies or agencies thereof, specifically Minnesota Statutes 363.

The City of East Bethel will not discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, national origin, sex, sexual or affectional orientation, disability, age, marital status, status with regard to public assistance, or familial status.

The City of East Bethel will take Affirmative Action to ensure that all employment practices are free of such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, selection, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The City of East Bethel will commit the time and resources reasonably necessary, both financial and human, to achieve the goals of Equal Employment Opportunity and Affirmative Action.

The City of East Bethel will evaluate the performance of its management and supervisory personnel on the basis of their involvement in achieving these Affirmative Action objectives as well as other established criteria. Any employee of this City who does not comply with the Equal Employment Opportunity policies and procedures as set forth in this statement and plan may be subject to disciplinary action.

No part of this program is to be construed as a contract between the City of East Bethel and any individual employee. It does not describe in any way the terms and conditions of employment of City employees. Such terms and conditions are set forth in, and the employment relationship is governed by, applicable collective bargaining agreements, employment agreements, or the personnel rules of the City.

Comment [MM2]: Phrase should be eliminated

The City of East Bethel has appointed the City Administrator to manage the Equal Employment Opportunity/Affirmative Action program. The City Administrator's responsibilities will include monitoring all Equal Employment Opportunity activities and reporting the effectiveness of this Affirmative Action program, as required by Federal, State and Local agencies. The East Bethel City Administrator will receive and review reports on the progress of the program. If any employee or applicant for employment believes he/she has been discriminated against, please notify the City Administrator.

## 1.2 Equal Opportunity Employer

**Non-Discrimination:** The City of East Bethel strives to provide full and equal opportunities for every person in all areas related to employment, training, promotion and compensation. No individual shall be discriminated against with respect to compensation, terms, conditions or other privileges of employment because of race, color, creed, religion, gender, age, national origin, sexual orientation, marital status, veteran status, public assistance status, disability, membership or non-membership in a labor organization, genetic information, or to any other group or class against which discrimination is prohibited by State or federal law. Employees will be evaluated solely on the basis of their conduct, compliance with the City of East Bethel's policies, practices and reasonable expectations, and their performance.

The City of East Bethel is committed to the fair and equal employment of people with disabilities. The City will reasonably accommodate qualified individuals with disabilities unless the accommodation would impose an undue hardship. In accordance with state and federal law, accommodations will be provided to qualified individuals with disabilities when such accommodations are directly related to performing the essential functions of a job, competing for a job, or to enjoy equal benefits and privileges of employment.

Current employees must inform the City Administrator of the need for an accommodation. Thereafter, the employee may be asked to provide supporting documentation as to the employee's functional limitations in support of their request for an accommodation. Any medical documentation that is collected will be maintained on separate forms and in separate locked medical files. The information will only be shared with those individuals who have a legitimate business interest to know or if any emergency arises.

Once a qualified individual has requested an accommodation, the City will consult with the employee to determine the procedure moving forward. Employees who are dissatisfied with the decision(s) pertaining to an accommodation request made to the City Administrator may submit their concern, in writing, to the \_\_\_\_\_, who thereafter shall be responsible for meeting with the employee to determine the extent of coverage provided to the employee.

If an applicant or employee believes that he/she, or another applicant or employee, have been unlawfully discriminated against, the individual must bring this to the attention of the City Administrator. Employees at the City can bring complaints, ask questions, and raise concerns under this policy without fear of reprisal or retaliation.

This Equal Employment Opportunity Policy applies to all aspects of the employee's employment with Eckberg and to all applicants. All employees and applicants are responsible for understanding, adhering to and strictly enforcing this policy.

Comment [MM3]: I beefed up this section

## 1.3 Adoption and Amendment

These rules were prepared and recommended by the City Administrator at the request of the City Council. The City of East Bethel reserves the right to unilaterally modify the personnel rules, policy and ordinance as may be necessary to ensure continued compliance with federal, state and local requirements and to meet the fiscal needs of the City of East Bethel.

#### 1.4 Application - Positions

All employees (regular full and part-time), offices and positions in the municipal employ, now existing or hereafter created, will be subject to the provisions of these regulations except the following:

1. Elected officials (except as noted herein)
2. Members of boards and commissions (except as noted herein)
3. Volunteer members of the Fire Department (except as noted herein)
4. City Administrator (except as noted herein)
5. City Attorney
6. Persons engaged under contract to supply expert, professional, technical, or any other services
7. Other positions so designated by the City Council (except as noted herein)

**Collective Bargaining:** All Employees covered by a collective bargaining agreement entered into in accordance with the Public Employers Labor Relations Act, Minnesota Statutes §179.61 – 179.77, and §179A.01 – 179A.25 shall be exempt from any of the provisions contained in these personnel policies that directly conflict with the terms contained in the collective bargaining agreement.

#### 1.5 At-Will Employment

All City employees are hired on an at-will basis.

#### 1.6 Contractual Relationship

These rules and regulations are guidelines for the City and its employees regarding City employment. **They do not constitute an employment contract.**

The City reserves the right to change any personnel policy at any time at its discretion.

#### 1.7 Labor Agreements

With respect to employees whose positions are included in a collective bargaining unit, provisions of the applicable collective bargaining agreements negotiated pursuant to the Minnesota Statutes Chapter 179A.01 to 179A.25, the Public Employment Labor Relations Act of the State of Minnesota, supersede these rules and regulations on any subject area covered by both the collective bargaining agreement and these rules and regulations. Pursuant to State Statute, the Mayor and the City Administrator/Clerk are the signatory to any collective bargaining agreement(s) applicable to employees covered.

#### 1.8 Management Rights

##### City of East Bethel Personnel Policies & Rules

The City, through the City Administrator, retains the full and unrestricted right to operate and manage all personnel, 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 structure; 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 City Council direction.

**Comment [MM4]:** What is the purpose? This is a clause that is typically in a Collective Bargaining Agreement. In a non-union context, with at-will employment, management rights are presumed.

## SECTION 2 - DEFINITIONS

Effective Date: 07/21/04

Unless otherwise indicated, the following words and terms have meanings indicated below:

**Appointment:** a regular assignment to a paid position in the City service.

**Days:** Calendar day; including Saturday, Sunday, and holidays unless otherwise specified.

**Demotion:** a change of an employee's status from a position in one job class to a position in another job class with fewer responsibilities and duties and may result in a lower salary range.

**FLSA:** Fair Labor Standards Act (FLSA) which is a federal law regarding minimum wage and overtime compensation, classifying positions as exempt or non-exempt.

- a. **Exempt Employee:** employees specifically exempt from the overtime compensation provisions of applicable FLSA (Fair Labor Standards Act) legislation as defined and limited by administrative rules and regulations; ~~these employees generally have as their primary duty management, administration, or work of a professional nature.~~
- b. **Non-exempt:** employees who are entitled to a minimum wage and overtime compensation pursuant to applicable fair labor standards legislation (FLSA).

**Position:** a group of current duties and responsibilities requiring the full-time or part-time employment of one person.

**Regular Full-Time:** ~~an employee in a classified position who is scheduled to work a 40-hour workweek or more~~ and was hired for service duration in excess of 12 months and has successfully completed the probationary period.

**Regular Part-Time:** ~~an employee in a classified position who works less than the 40-hour workweek and was hired for service duration in excess of six months and has successfully completed the probationary period.~~

**Temporary Full-Time:** an employee who works a 40-hour workweek whose employment is limited by duration of a specific project or task. ~~temporary employees serve at the will of the City Administrator.~~

**Temporary Part-Time:** an employee who works less than the 40-hour workweek whose employment is limited by duration of the specific project or task. ~~temporary employees serve at the will of the City Administrator.~~

**Probationary Employee:** an employee who is serving a probationary period in a position to or from which the employee was appointed, promoted, transferred, demoted, reclassified or reinstated.

**Probationary Period:** a six to twelve month working trial period.

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

**Reclassification:** a change in classification of an individual position by raising it to a higher job class, reducing it to a lower job class, or moving it to another class at the same level on the basis of significant changes in kind, difficulty or responsibility of the work performed in such a position.

**Veteran:** a person defined as a veteran by Minnesota Statutes, Section 197.447.

**Veteran's Preference:** the preference granted to veterans by Minnesota Statutes, Chapter 43A.11 and Chapter 197.481.

**Workday:** normal workday is 8:00 AM to 4:00 PM. ~~However, department heads and supervisors may change the normal workday to meet departmental workload and the needs of the City subject to the review and approval of the City Administrator.~~ ~~Includes all hours that the Employee actually performs~~

duties that benefit the City, including: rest periods or breaks, meetings, training programs, travel between work sites on a work day, time spent performing duties after hours or on weekends due to emergencies (call-backs) and any time performing duties outside the normal shift, even if it is not "authorized."

Comment [MM5]: What's the purpose?

**Workweek:** normal workweek is Monday through Friday. However, department heads and supervisors may change the normal workweek to meet departmental workload and the needs of the City subject to the review and approval of the City Administrator.

### SECTION 3 - CONDUCT AND ETHICS

**Effective Date:** 07/21/2004; revised 11/06/2007; 03/04/2009; 05/05/2010

#### 3.1 Employee Conduct Respectful Workplace Policy

It shall be the duty of employees to maintain high standards of cooperation, efficiency and integrity in their work. The City's employee conduct policies are designed to provide notice of the City's expectations for all of its employees. The City requires that its employees obey these rules of conduct, which are intended to protect the interests and safety of all employees and the City.

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The City reserves the right to handle each disciplinary situation as it deems necessary. The City has the right to discipline and terminate employees for any lawful reason, including reasons not specified in these personnel policies, with or without cause, notice or prior warning or discipline, at any time. Employees are responsible for knowing, understanding and adhering to the City's rules of conduct. No employee at the City is guaranteed prior warning or discipline before termination, although there will generally be such warnings prior to discipline. Discipline may include, but is not limited to, verbal or written warnings, paid or unpaid suspensions, prospective reductions in pay, demotions, ineligibility for promotions, benefits or raises, counseling or other required conditions for retaining employment, last chance warnings, or termination, without opportunity for reemployment. Employees covered by a collective bargaining agreement are required to follow the standard of employee conduct established in this policy but are subject to the disciplinary measures covered in the collective bargaining agreement, if those disciplinary measures are in conflict with the disciplinary measures outlined herein.

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Since it is impossible to provide an exhaustive list of misconduct, the following is a non-exclusive list of examples of conduct that may result in discipline, up to and including termination of employment:

1. Inadequate performance, failure to work efficiently, to produce satisfactory results, or to meet reasonable production and/or quality standards.
2. Inability or unwillingness to perform the assigned job.
3. Failure to promptly respond to client communications or inquiries.
4. Failure to follow the orders of a direct supervisor or the City Administrator.
5. Being absent from work without permission.
6. Unacceptable absenteeism or tardiness.
7. Leaving work prior to the completion of scheduled or approved overtime hours.
8. Failure to follow through with the completion of a work assignment.
9. Engaging in any other business or employment that conflicts with or interferes with an employee's responsibilities to the City.

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11. Working on personal matters during working time.

12. Divulging or misusing confidential information, attorney client privileged communications, attorney work product or other confidential information of any kind.

14. Inability to get along with fellow employees so that the work being done is hindered and not up to required levels.

15. Making derogatory or false accusations so as to discredit or demean other employees, management, or the City Council.

16. The use of profanity or abusive language towards a fellow employee, management or member of the general public while performing work on behalf of the City.

17. Conduct on the job which violates the common decency or morality of the City or the community.

18. Lying to supervisors or the City Administrator in connection with one's employment.

19. Dishonesty, including intentionally giving false information, intentionally falsifying records, intentionally logging false time records for payroll, or making false statements when applying for employment.

20. Removal of the City's money or property without permission.

21. Unauthorized or inappropriate use of telephones, facsimiles, mail, e-mail, copiers, computers or other equipment.

22. Possession or use of firearms, explosives, weapons or other dangerous or unlawful materials on the City's property (including the City's parking lots), unless otherwise permitted by state law.

23. Failure to observe property security procedures.

24. Failure to observe safety rules and regulations.

25. Reporting to work under the influence of intoxicants or nonprescription/illegal drugs or using such substances while on City property.

26. Conviction of a felony, gross misdemeanor or serious regulatory or ethical offense, whether on duty or off duty, which adversely affects the City by bringing it into disrepute, by exposing the City to the risk of liability or expense, by undermining the employee's ability to effectively perform his or her duties, or by reducing the community or co-worker confidence in the employee.

27. Violation of a City policy, including the policies on discrimination, harassment and retaliation.

28. Violation of any other City policy, rule, practice or standard, failure to meet standards or reasonable expectations of the City or any other conduct which the City lawfully determines to be adverse to its needs or interests.

29. Other misconduct or actions unbecoming the employee.

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The City of East Bethel is committed to creating and maintaining a work environment free from all forms of harassment and discrimination. Harassment is a violation of Title VII of the Civil Rights Act of 1964 and Minnesota Human Rights Act.

The intent of this policy is to provide general guidelines about the conduct that is and is not appropriate in the workplace. The City acknowledges that this policy cannot possibly predict all situations that might arise, and also recognizes that some employees are exposed to disrespectful behavior, and even violence, by the very nature of their jobs.

This policy is intended to: (1) make all employees sensitive to the matter of harassment; (2) express the City's strong disapproval of unlawful harassment; (3) advise employees of their behavioral obligations; and (4) inform them of their rights.

### **1. Applicability**

Maintaining a respectful work environment is a shared responsibility. This policy is applicable to all City personnel including regular and temporary employees, volunteers, firefighters, and City Council members.

### **2. Abusive Customer Behavior**

While the City has a strong commitment to customer service, the City does not expect that employees accept verbal abuse from any customer. An employee may request that a supervisor intervene when a customer is abusive, or they may defuse the situation themselves, including ending the contact.

If there is a concern over the possibility of physical violence, a supervisor should be contacted immediately. When extreme conditions dictate, 911 may be called. Employees should leave the area immediately when violence is imminent unless their duties require them to remain. Employees must notify their supervisor about the incident as soon as possible.

### **3. Respectful Workplace Behavior**

All employees are expected to express the shared values of respect, courtesy, civility, politeness, consideration, and tolerance toward their fellow employees in the workplace. Understanding and tolerating another's beliefs, an opinion, or way of life, even if they differ from your own, is the way we express these shared beliefs in our workplace.

### **4. Types of Disrespectful Behavior**

The following types of behaviors cause a disruption in the workplace and are, in many instances unlawful:

**Violent behavior** includes the use of physical force, harassment, or intimidation.

**Discriminatory behavior** includes inappropriate remarks about or conduct related to a person's race, color, creed, religion, national origin, disability, sex, marital status, age, sexual orientation, or status with regard to public assistance.

**Offensive behavior** may include such actions as: rudeness, angry outbursts, inappropriate humor, vulgar obscenities, name calling, disrespectful language, or any other behavior regarding as offensive to a reasonable person. It is not possible to anticipate in this policy every example of offensive behavior. Accordingly, employees are encouraged to discuss with their fellow employees and supervisor what is regarded as offensive, taking into account the sensibilities of employees and the possibility of public reaction. Although the standard for how employees treat each other and the general public will be the same throughout the city, there may be differences between work groups about what is appropriate in other circumstances unique to a work group. If an employee is unsure

whether a particular behavior is appropriate, the employee should request clarification from their supervisor, Assistant City Administrator/HR Director or City Administrator.

**Comment [MM6]:** Needs to be clarified. What's the purpose or idea here? My suggestion is to have one clear cut sexual harassment policy and another policy related to respectful behavior.

**Sexual harassment** can consist of a wide range of unwanted and unwelcomed sexually directed behavior such as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- ▲ Submitting to the conduct is made either explicitly or implicitly a term or condition of an individual's employment or public service; or
- ▲ Submitting to or rejecting the conduct is used as the basis for an employment decision such as promotion, assignment, demotion, discipline or discharge; or
- ▲ Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

**Sexual harassment includes, but is not limited to, the following:**

- ▲ Unwelcome or unwanted sexual advances: This means stalking, patting, pinching, brushing up against, hugging, cornering, kissing, fondling or any other similar physical contact considered unacceptable by another individual.
- ▲ Verbal or written abuse, kidding, or comments that are sexually-oriented and considered unacceptable by another individual. This includes comments about an individual's body or appearance where such comments go beyond mere courtesy, telling "dirty jokes" or any other tasteless, sexually-oriented comments, innuendos or actions that offend others.
- ▲ Requests or demands for sexual favors. This includes subtle or obvious expectations, pressures, or requests for any type of sexual favor, along with an implied or specific promise of favorable treatment (or negative consequence) concerning one's current or future job.

**5. Procedures for Reporting Harassment Procedures for reporting violations of a respectful work place**

City of East Bethel Personnel Policies & Rules

Employees have the right to raise the issue of harassment and to file complaints with respect to such harassment without reprisal. Any action intended to intimidate, retaliate against, harass, or disadvantage any person because the person has reported or complained of harassment, or assisted or participated in any investigation or hearing, is considered reprisal. Retaliation against an employee who reports, objects to, or complains of harassment, including sexual conduct in the workplace will not be tolerated.

In order for a harassment issue to be addressed, it must be brought to the attention of management. In order for action to be taken, information must be forwarded to the appropriate level of management.

Employees who feel they have been victims of harassment or employees who are aware of such harassment should immediately report their concerns to any of the following: (1) supervisor; (2) department head; (3) Assistant City Administrator/HR Director; or (3) City Administrator.

In addition to notifying one of these persons and stating the nature of the harassment, the employee is also urged to take the following steps:

- 1- Make it clear to the harasser that the conduct is unwelcome and document the conversation.
- 2- Document the occurrences of harassment.

~~3. Report complaints to Human Resources the City Administrator.~~

~~4. Document any further harassment or reprisals that occur after the complaint is made.~~

#### **6. Investigation and Recommendation**

~~Upon receiving any report alleging harassment, the Assistant City Administrator/Human Resources Director and/or City Administrator will conduct an investigation. Strict confidentiality is not possible in all cases of harassment as the accused has the right to answer charges made against him or her, particularly if discipline is a possible outcome. Reasonable efforts will be made to respect the privacy of the individuals involved to the extent possible.~~

~~An alleged victim may have a staff person of the same gender present during all contacts with the City Administrator. The alleged victim and any witnesses may be asked to put their reports in writing.~~

~~If the facts are found to support the allegations, the harasser will be subject to disciplinary action up to and possibly including immediate termination depending on the circumstances and severity of the harassment. The City will keep a complete record of the nature of the complaint, its investigation and its resolution.~~

~~Pending completion of the investigation, the designated personnel representative may take any appropriate action necessary to protect the alleged victim, other employees, or citizens.~~

~~Anyone who makes a false complaint of harassment or anyone who gives false information during a harassment investigation could also be subject to disciplinary action up to and including immediate termination.~~

~~The City may also discipline any individual who retaliates against a person who testifies, assists or participates in any manner in a sexual harassment investigation. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.~~

#### **3.2 Drug and Alcohol Free Work Place Prohibition of Harassment and Retaliation**

The City is committed to providing a work environment that is free of unlawful discrimination. This policy prohibits harassment or retaliation based upon race, color, religion, creed, age, sex, national origin, ancestry, marital status, pregnancy, disability (including those related to pregnancy or childbirth), membership or non-membership in a labor organization, sexual orientation, genetic information, complaining in good faith to the Employer or to a public authority, lawful requests for access to or to make written submissions to one's personnel file, status with regard to public assistance, or any other characteristic or activity protected under federal, state, or local law. Complaints alleging retaliation or harassment, including but not limited to sexual harassment, based upon any protected characteristics or activity will be handled as described in the Reporting Procedure section.

#### **Sexual Harassment**

The City strictly forbids sexual harassment in the workplace. The "workplace" includes all of the City's premises, and any other locations where City-sponsored activities take place, any off-site location where City business is conducted, and on social networking sites if the City, its community members, suppliers or employees are referenced or included in communications. "Sexual harassment" has been defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- a. Submission to such conduct is made a term or condition, either explicitly or implicitly, of an individual's employment;
- b. Submission to or rejection of such conduct by an individual is used as a factor in decisions affecting that individual's employment; or
- c. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creates an intimidating, hostile or offensive work environment, and the employer knew or should have known of the existence of the harassment and failed to take timely and appropriate action.

#### **Reporting Procedure**

If an employee believes that he/she has been subjected to any conduct or statement that could be viewed as harassment or retaliation, the employee must:

- First:** Tell the harasser/retaliator to stop.
- Second:** Immediately report the incident to his/her direct supervisor, Human Resources or the City Administrator.
- Third:** If the conduct continues, this should also be immediately reported to one of the above individuals.

If an employee or a supervisor witnesses an incident that might be viewed as harassment or retaliation, the employee or supervisor must follow steps two and three above. Failure to do so may result in disciplinary action, up to and including termination.

Any incident, complaint or report will be investigated, including those arising after an employee's termination of employment. Complaints and actions taken to resolve harassment or retaliation will be handled as confidentially as possible, given the City's obligation to investigate and act upon such incidents, complaints or reports.

Employees may bring complaints, ask questions, and raise concerns under this policy without fear of reprisal or retaliation. All employees are responsible for understanding, adhering to and strictly enforcing this policy. Violation of this policy may result in discipline, up to and including termination.

#### **Investigation and Recommendation**

The City will, upon receipt of a report or complaint alleging harassment, retaliation, or other inappropriate conduct, authorize an investigation.

In determining whether alleged conduct constitutes harassment, retaliation, or other inappropriate conduct, The City may consider the surrounding circumstances, the nature of the alleged statements or conduct, the relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes harassment, retaliation, or other inappropriate conduct, requires consideration of all the facts and surrounding circumstances.

The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint or report has been made, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint or report. The investigation may also include any other lawful methods deemed pertinent by the investigator. In addition, the City may take immediate steps, at its discretion, to protect the complainant, witnesses or other employees pending completion of an investigation.

## Prohibition Against Retaliation

The City will discipline any individual who retaliates against any person who complains of or reports alleged harassment, retaliation, or other inappropriate conduct, or who retaliates against any person who testifies, assists or participates in an investigation, proceeding or hearing relating to a harassment complaint.

## Discipline and Other Appropriate Action

The City may take any appropriate action it deems necessary to punish harassment, retaliation or other inappropriate conduct and to prevent reoccurrence of any such conduct. Depending upon the results of an investigation and severity of any incident, the City may take disciplinary action, up to and including termination, as well as issuing general reminders of its policy, and/or conducting orientation and training sessions.

~~Employees are required to report to work on time and in appropriate mental and physical condition for work. No employee shall be under the influence of any drug or alcohol while the employee is working or while the employee is on the employer's premises or operating the employer's vehicle, machinery or equipment, except to the extent authorized by a valid medical prescription. Violations of this policy will result in disciplinary action, up to and including termination, and may have legal consequences.~~

### 1. ~~Drug and Alcohol Testing~~

#### ~~a. Purpose~~

~~This policy is to provide for the testing of employees and job applicants in conformance with the requirements of Minnesota Statutes Chapter 181.950 to 181.957.~~

#### ~~b. Scope~~

~~This drug and alcohol testing policy applies to all employees of the City and to all job applicants who have received a contingent offer of employment by the City.~~

#### ~~c. Definitions~~

~~For the purposes of the Policy, the following definitions will apply:~~

- ~~1. **Alcohol**—Ethyl alcohol.~~
- ~~2. **Confirmatory Test and Confirmatory Retest**—A drug or alcohol test that uses a method of analysis allowed under one of the programs listed in Minnesota Statute Chapter 181.953, Subd. 1.~~
- ~~3. **Conviction**—A finding of guilty (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of state or federal criminal drug statutes.~~
- ~~4. **Drug**—A controlled substance as defined in Minnesota Statute Chapter 152.01, Subd. 4, and/or if required by law, the federal Drug-Free Workplace Act of 1988.~~
- ~~5. **Drug and Alcohol Testing, Drug or Alcohol Testing, and Drug or Alcohol Test**—Analysis of a body component sample according to the standards established under one of the programs listed in Minnesota Statute Chapter 181.953,~~

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~~Subd. 4 for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.~~

- ~~6. **Drug paraphernalia**—An item or items described in Minnesota Statute Chapter 152.01, Subd. 18.~~
- ~~7. **Employee**—A person defined as an employee of the City under the State of Minnesota Public Employment Labor Relations Act in Minnesota Statutes Chapter 179A.03, Subd. 14.~~
- ~~8. **Employer**—The City of East Bethel acting through its designees of the City Council.~~
- ~~9. **Initial Screening Test**—A drug or alcohol test which uses a method of analysis under one of the programs listed in Minnesota Statutes Chapter 181.953, Subd. 1, and which is capable of detecting the presumptive presence of a drug, drug metabolite, or alcohol in a sample.~~
- ~~10. **Job Applicant**—A person who applies to become an employee of the City, and includes a person who has received a job offer made contingent on the person passing a drug test.~~
- ~~11. **Premises**—All property and locations in which the City is operating or has established a presence.~~
- ~~12. **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 Minnesota Statutes Chapter 181.953, Subd. 1. An alcohol test will be considered positive if the testee has an alcohol concentration level of at least .02 or a lesser level if it is accompanied by an odor of an alcoholic beverage or signs of physical impairment in violation of the City's Personnel Policy. A residue amount of alcohol will be considered a positive test result only if accompanied by a violation of the City's personnel policies.~~
- ~~13. **Reasonable Suspicion**—A basis for forming a belief based on specific facts and rational inferences drawn from those facts.~~
- ~~14. **Safety-sensitive position**—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.~~
- ~~15. **Under the influence**—Having the presence of a drug or alcohol at or above the level of a positive test result.~~

**d. Circumstances under which testing may occur:**

Any employee or job applicant of the City may be tested under the following circumstances:

- ~~1. **Job Applicant**—A job applicant may be requested or required to undergo drug testing after a job offer has been conditionally made and before commencing employment in the position. Alcohol testing will not be a part of a post-offer pre-employment physical examination.~~
- ~~2. **Treatment Program Testing**—The City may test any employee referred by the City for chemical dependency treatment or evaluation at any time and without prior notice during the period of treatment or evaluation and for up to two (2) years following completion of any prescribed chemical dependency treatment or evaluation program in accordance with Minnesota Statutes Chapter 181.951, Subd. 6.~~
- ~~3. **Reasonable Suspicion Testing**—No employee will be tested for drugs or alcohol under this policy without the person's consent. If, however, the City asks an employee to undergo a drug or alcohol test and the employee refuses, the employee may be subject to disciplinary action. The City may request or require an employee to undergo drug or alcohol testing if the employer has a reasonable suspicion that the employee:
  1. is under the influence of drugs or alcohol;~~

- ii. ~~has violated the employer's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol while the employee is on the employer's premises or operating the employer's vehicle, machinery, or equipment;~~
- iii. ~~has sustained or caused another person to sustain a work related personal injury; or~~
- iv. ~~has caused a work related accident or was operating or helping to operate machinery, equipment, or vehicle involved in a work related accident.~~

**e. ~~Criteria for Selecting Testing Laboratories~~**

~~When an employee or job applicant is to undergo drug or alcohol testing, the testing laboratory shall be certified and accredited to meet the criteria in accordance with Minnesota Statutes Chapter 181.953, Subd. 1.~~

**f. ~~Refusal to Undergo Testing~~**

1. **~~Job Applicants~~**—~~Job applicants may refuse to undergo drug testing.~~

~~However, if a job applicant refuses to undergo drug testing requested or required by the employer, no such test shall be given and the job applicant shall be deemed to have withdrawn the application for consideration for employment.~~

2. **~~Employees~~**—~~Employees may refuse to undergo drug testing.~~

~~However, if an employee refuses to undergo drug and alcohol testing carried out in conjunction with this Policy the employee may be subject to discipline including, but not limited to, discharge.~~

**g. ~~Tampering with the Urine or Blood Sample:~~**

~~If an employee tampers with his or her own urine or blood sample, or in any way deliberately causes a sample to be invalid, the employee may be subject to discipline including, but not limited to, discharge.~~

**h. ~~First Failure to Pass Drug and Alcohol Testing~~**

~~Without evidence of any other misconduct any employee who for the first time has a positive test result on a confirmatory test will not be subject to discipline, including but not limited to discharge unless:~~

1. ~~The City has 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 or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the City after consultation with a certified chemical use counselor or physician trained in the diagnosis and treatment of chemical dependency; and~~
2. ~~The employee has either refused to participate in such a program or has failed to successfully complete the program within a reasonable time as evidenced by withdrawal or a positive test result on a confirmatory test after completion of the program.~~

**i. ~~Failure to Pass Drug and Alcohol Testing~~**

1. **~~Initial Screening Test (Employee)~~**—~~The City will not discharge, discipline, discriminate against or require rehabilitation of an employee solely on the basis of a positive Initial Screening Test that has not been verified by a Confirmatory Test. However, the City may temporarily suspend a tested Employee whose test results are positive or transfer the Employee to another position at the same rate of pay pending the outcome of a Confirmatory Test (and, if requested, a~~

~~Confirmatory Retest) if the City believes it is necessary to protect the health or safety of the employee, co-workers or the public. An employee who is suspended without pay will be reinstated with back pay if the outcome of the Confirmatory Retest is not positive.~~

~~Requests for such a Retest must be made in writing within five (5) days of the employee's receipt of notice of the test results. An employee who receives a positive test result on a Confirmatory Test and does not request in writing a Confirmatory Retest within five (5) working days after notice of positive Confirmatory Test results, may be subject to discipline including, but not limited to, discharge subject to the provisions of this policy.~~

- ~~2. **Initial Screening Test (Job Applicant)** – The City will not withdraw a conditional offer of employment on the basis of a positive test result on a job applicant's Initial Screening Test. An Initial Screening Test must be verified by a Confirmatory Test (and a Confirmatory Retest, if requested) before a conditional offer of employment can be withdrawn. A job applicant who receives a positive test result of a Confirmatory Test, fails or refuses a Confirmatory Retest, or does not request in writing a Confirmatory Retest within five (5) days after notice of a positive test result of a positive test result of a Confirmatory Test, may be refused employment and will be notified of the reasons for such refusal.~~
- ~~3. **Confirmatory Test** – Discipline for a Confirmatory Test verifying a positive test result on an Initial Screening Test may include discharge of an employee; provided, however, that prior to discharge, the employee is given the opportunity to explain a positive test result and request and pay for a Confirmatory Retest on the original sample. If the Confirmatory Retest is not positive, no action will be taken against the employee. If the Confirmatory Retest is positive, and if it is the first positive retest result for the employee, the employee will not be terminated if the employee elects to participate, at the employee's own expense, in a drug or alcohol treatment or rehabilitation program, whichever is appropriate. An employee who either refuses to participate in the treatment or rehabilitation program or who fails to successfully complete the treatment or rehabilitation program (as evidenced by withdrawal of the program before its completion or by a positive test result on a Confirmatory Test during or after completion of the program), may be subsequently discharged.~~

**j. Rights of Employee or Job Applicant or Notice of Test Results**

- ~~1. An employee or job applicant who receives a positive test result on a Confirmatory Test has the right to receive a copy of the test result report and, within three (3) working days of notice of the original positive Confirmatory Test result, to submit information to the City in addition to any information already submitted to explain that result, or within five (5) working days to notify the City in writing of the employee's intention to obtain a Confirmatory Retest of the original sample at the employee's or job applicant's own expense.~~
- ~~2. If the Confirmatory Retest is conducted in accordance with rules established by the Commissioner of the Minnesota Department of Health by a qualified laboratory in accordance with Minnesota Statute Chapter 212.31, Subd. 4 E, and if it is not positive, the City shall reimburse the employee or job applicant for the actual cost of the Confirmatory Retest in an amount not to exceed \$100.00 and no adverse personnel action shall be taken against the employee or job applicant based on the original Confirmatory Test.~~

**k. General Testing Procedures**

All testing will be performed by a licensed laboratory that certifies its compliance with the requirements of Minnesota Statutes Chapter 181.953, as from time to time amended. When the City determines to test for drug or alcohol use on any of the grounds enumerated in Section 3.2, 1, d of this policy, the following procedures will apply:

1. **Initial Screening Test**

- i. **Acknowledgment.** Before the Initial Screening Test, the employee or job applicant shall be informed of the City's testing policy and given a form on which the employee or job applicant can acknowledge being so informed. The form shall allow the employee or job applicant to indicate any medication (prescription, signed for, or over the counter) that the individual is currently taking or has recently taken and other information relevant to the reliability of or explanation for a positive test result. Medical information disclosed on the form shall not be used as the basis for any adverse personnel action.
  - ii. If the Initial Screening Test produces a negative result, written notice of such result will be given to the individual who took the test within three (3) working days after the City receives the test result report. The employee or applicant will also be notified that they have the right to request and receive a copy of the test report.
  - iii. The testing laboratory will perform a Confirmatory Test on all samples that produce a positive test result on the Initial Screening Test.
2. **Confirmatory Test.** If the Initial Screening Test produces a positive test result, a second test (known as the Confirmatory Test) will be conducted by the laboratory. If the Confirmatory Test is not positive, the City will send written notice of this fact to the employee or job applicant within three (3) working days after receiving the result.

If the Confirmatory Test produces a positive test result, the City will take the following four steps:

- i. The City will send written notice of the positive test result within three (3) working days after receiving it to the employee or job applicant.
  - ii. The employee or job applicant will be informed of the right to receive a copy of the test result.
  - iii. The employee or job applicant will be told of the right to explain the positive result.
  - iv. The employee or job applicant will be informed of the right to request a Confirmatory Retest of the original sample at the employee's or job applicant's expense. The employee or job applicant has five (5) working days in which to notify the City of this request in writing.
3. **Confirmatory Retests.** If an employee or job applicant chooses to request a Confirmatory Retest, the employee or job applicant has five (5) working days within which to notify the City of this request in writing. Within three (3) days of the receipt of such request, the City will notify the original testing laboratory that it is to conduct a Confirmatory Retest or transfer the sample to another certified laboratory for retesting. If the Confirmatory Retest does not confirm the original positive test result, no adverse personnel action will be taken by the City. If the confirmatory Retest is positive, the City may withdraw its conditional offer of employment to a job applicant or terminate an employee if such employee chooses not to participate in a chemical dependency treatment or evaluation program.

I. **Data Privacy**

Test result reports and other information acquired in the drug and alcohol testing process are private data on individuals as defined in Minnesota Statutes Chapter 13, and may not be disclosed to another employer or to a third party individual, governmental agency, or private

~~organization without the written consent of the employee or applicant tested, unless otherwise permitted by law or required by court order.~~

**m. Other Misconduct**

~~Nothing in this Policy limits the right of the City to discipline or discharge an employee on grounds other than a positive test result in a Confirmatory Test. For example, possession but not consumption of a controlled substance, the sale of a controlled substance on City premises, or conviction under any criminal drug statute for a violation occurring in the workplace, may by themselves, be grounds for discipline or discharge. Any City employee may be subject to discipline up to and including termination for violation of this Policy or any rules adopted by the City with respect to the manufacture, use, sale, or transfer of drugs and alcohol.~~

**n. Administrative Responsibility**

- ~~1. The City Administrator shall be responsible for implementing this Policy.~~
- ~~2. Each Department Manager and Supervisor shall be responsible for informing their employees of this Policy.~~
- ~~3. Each employee of the City shall be notified of this Policy. Employees shall acknowledge in writing of their notification of this Policy.~~

**2. Drug-Free Workplace**

~~The City recognizes the value of having a drug-free workplace and in conjunction with the Drug-Free Workplace Act of 1988 adopts the following policy:~~

- ~~a. The unlawful manufacturing, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace. For purposes of this section, the term a "controlled substance" is defined as a controlled substance which appears in Schedule I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812).~~
- ~~b. A violation of this drug-free policy constitutes just cause for disciplinary action, up to and including immediate suspension or termination, or both.~~
- ~~c. As a condition of employment, employees will abide by the terms and conditions of this drug-free policy and will notify their department head of any criminal drug statute conviction for which a violation occurs in the workplace within five calendar days after such conviction.~~
- ~~d. The City will notify the contracting agency within ten calendar days after receiving actual notice of an above conviction.~~
- ~~e. Within 30 days of receiving notice from an employee of a drug-related workplace conviction, the City may require an employee to satisfactorily participate in a drug abuse assistance or an appropriate rehabilitation program.~~
- ~~f. The City will establish a drug-free awareness program to inform employees about:
  - ~~i. the dangers of drug abuse in the workplace;~~
  - ~~ii. the policy of maintaining a drug-free workplace;~~
  - ~~iii. the availability of drug counseling, rehabilitation and employee assistance programs;~~
  - ~~iv. the penalties that may be imposed upon employees for drug abuse violations.~~~~

~~Each situation will be evaluated on a case-by-case basis depending upon the severity and circumstances.~~

~~The City will make a good faith effort to continue to maintain a drug-free workplace through implementation of this policy.~~

**3. Reasonable Testing Suspicion**

The City may request or require employees to undergo drug and alcohol testing on a random selection basis if they are employed in a safety-sensitive position including, but not limited to positions in a public safety or public works department, pursuant to Minnesota Statutes Chapter 181.951, Subd 4.

**4. Random Testing**

The City may request or require employees to undergo drug and alcohol testing on a random selection basis if they are employed in safety-sensitive positions including, but not limited to positions in a public safety or public works department, pursuant to Minnesota Statutes Chapter 181.951, Subd. 4.

**3.3 Tobacco Use Workplace Violence**

The City seeks to provide a safe and secure workplace environment for employees, vendors, suppliers and the general public. Violence, or the threat of violence, has no place in any facility of the City. This policy addresses the City's commitment to preventing the potential for violence in and around the workplace and to fostering a work environment of respect and healthy conflict resolution.

Violence or the threat of violence, by or against any City employee or other person while at a City workplace or worksite is unacceptable and may subject the individual to serious disciplinary action, up to and including immediate termination, and/or criminal charges. The City will take every reasonable action to protect the life, safety and health of employees and will provide as rapid and coordinated a response as possible to violence or threats of violence at any worksite.

Possession, use, or threat of use, of any object that could be considered a dangerous weapon, including all firearms, is not permitted at the workplace, on City property (including City parking lots), or at a City worksite (including worksite parking lots), unless such possession or use is an approved requirement of the job. (Hunters must retrieve weapons from home after work prior to leaving on hunting trips.)

Employees who feel that the workplace violence policy has been violated must immediately report such conduct to the City Administrator.

**3.4 Drug and Alcohol Free Workplace**

Employees are required to report to work on time and in appropriate mental and physical condition for work. No employee shall be under the influence of any drug or alcohol while the employee is working or while the employee is on the employer's premises or operating the employer's vehicle, machinery or equipment, except to the extent authorized by a valid medical prescription. Violations of this policy will result in disciplinary action, up to and including termination, and may have legal consequences.

**1. Drug and Alcohol Testing**

**a. Purpose**

This policy is to provide for the testing of employees and job applicants in conformance with the requirements of Minnesota Statutes Chapter 181.950 to 181.957.

**b. Scope**

This drug and alcohol testing policy applies to all employees of the City and to all job applicants who have received a contingent offer of employment by the City.

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**c. Definitions**

For the purposes of the Policy, the following definitions will apply:

1. **Alcohol** - Ethyl alcohol.
2. **Confirmatory Test and Confirmatory Retest** - A drug or alcohol test that uses a method of analysis allowed under one of the programs listed in Minnesota Statute Chapter 181.953, Subd. 1.
3. **Conviction** - A finding of guilty (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of state or federal criminal drug statutes.
4. **Drug** - A controlled substance as defined in Minnesota Statute Chapter 152.01., Subd. 4. and/or if required by law, the federal Drug-Free Workplace Act of 1988.
5. **Drug and Alcohol Testing, Drug or Alcohol Testing, and Drug or Alcohol Test** - Analysis of a body component sample according to the standards established under one of the programs listed in Minnesota Statute Chapter 181.953.

Subd.1 for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.

6. **Drug paraphernalia** - An item or items described in Minnesota Statute Chapter 152.01, Subd. 18.
7. **Employee** – A person defined as an employee of the City under the State of Minnesota Public Employment Labor Relations Act in Minnesota Statutes Chapter 179A.03, Subd. 14.
8. **Employer** – The City of East Bethel acting through its designees of the City Council.
9. **Initial Screening Test** – A drug or alcohol test which uses a method of analysis under one of the programs listed in Minnesota Statutes Chapter 181.953, Subd. 1. and which is capable of detecting the presumptive presence of a drug, drug metabolite, or alcohol in a sample.
10. **Job Applicant** – A person who applies to become an employee of the City, and includes a person who has received a job offer made contingent on the person passing a drug test.
11. **Premises** - All property and locations in which the City is operating or has established a presence.
12. **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 Minnesota Statutes Chapter 181.953, Subd. 1. An alcohol test will be considered positive if the testee has an alcohol concentration level of at least .02 or a lesser level if it is accompanied by an odor of an alcoholic beverage or signs of physical impairment in violation of the City's Personnel Policy. A residue amount of alcohol will be considered a positive test result only if accompanied by a violation of the City's personnel policies.
13. **Reasonable Suspicion** - A basis for forming a belief based on specific facts and rational inferences drawn from those facts.
14. **Safety-sensitive position** - 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.
15. **Under the influence** – Having the presence of a drug or alcohol at or above the level of a positive test result.

**d. Circumstances under which testing may occur:**

Any employee or job applicant of the City may be tested under the following circumstances:

1. **Job Applicant** - A job applicant may be requested or required to undergo drug testing after a job offer has been conditionally made and before

commencing employment in the position. Alcohol testing will not be a part of a post-offer pre-employment physical examination.

2. **Treatment Program Testing** - The City may test any employee referred by the City for chemical dependency treatment or evaluation at any time and without prior notice during the period of treatment or evaluation and for up to two (2) years following completion of any prescribed chemical dependency treatment or evaluation program in accordance with Minnesota Statutes Chapter 181.951, Subd.6.
3. **Reasonable Suspicion Testing** - No employee will be tested for drugs or alcohol under this policy without the person's consent. If, however, the City asks an employee to undergo a drug or alcohol test and the employee refuses, the employee may be subject to disciplinary action. The City may request or require an employee to undergo drug or alcohol testing if the employer has a reasonable suspicion that the employee:
  - i. is under the influence of drugs or alcohol;
  - ii. has violated the employer's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol while the employee is on the employer's premises or operating the employer's vehicle, machinery, or equipment;
  - iii. has sustained or caused another person to sustain a work related personal injury; or
  - iv. has caused a work related accident or was operating or helping to operate machinery, equipment, or vehicle involved in a work related accident.

**e. Criteria for Selecting Testing Laboratories**

When an employee or job applicant is to undergo drug or alcohol testing, the testing laboratory shall be certified and accredited to meet the criteria in accordance with Minnesota Statutes Chapter 181.953, Subd. 1.

**f. Refusal to Undergo Testing**

1. **Job Applicants** - Job applicants may refuse to undergo drug testing. However, if a job applicant refuses to undergo drug testing requested or required by the employer, no such test shall be given and the job applicant shall be deemed to have withdrawn the application for consideration for employment.
2. **Employees** - Employees may refuse to undergo drug testing. However, if an employee refuses to undergo drug and alcohol testing carried out in conjunction with this Policy the employee may be subject to discipline including, but not limited to, discharge.

**g. Tampering with the Urine or Blood Sample:**

If an employee tampers with his or her own urine or blood sample, or in any way deliberately causes a sample to be invalid, the employee may be subject to discipline including, but not limited to, discharge.

**h. First Failure to Pass Drug and Alcohol Testing**

Without evidence of any other misconduct any employee who for the first time has a positive test result on a confirmatory test will not be subject to discipline, including but not limited to discharge unless:

1. The City has 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 or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the City after consultation

with a certified chemical use counselor or physician trained in the diagnosis and treatment of chemical dependency; and

2. The employee has either refused to participate in such a program or has failed to successfully complete the program within a reasonable time as evidenced by withdrawal or a positive test result on a confirmatory test after completion of the program.

**ii. Failure to Pass Drug and Alcohol Testing**

1. **Initial Screening Test (Employee)** - The City will not discharge, discipline, discriminate against or require rehabilitation of an employee solely on the basis of a positive Initial Screening Test that has not been verified by a Confirmatory Test. However, the City may temporarily suspend a tested Employee whose test results are positive or transfer the Employee to another position at the same rate of pay pending the outcome of a Confirmatory Test (and, if requested, a Confirmatory Retest) if the City believes it is necessary to protect the health or safety of the employee, co-workers or the public. An employee who is suspended without pay will be reinstated with back pay if the outcome of the Confirmatory Retest is not positive.

Requests for such a Retest must be made in writing within five (5) days of the employee's receipt of notice of the test results. An employee who receives a positive test result on a Confirmatory Test and does not request in writing a Confirmatory Retest within five (5) working days after notice of positive Confirmatory Test results, may be subject to discipline including, but not limited to, discharge subject to the provisions of this policy.

2. **Initial Screening Test (Job Applicant)** - The City will not withdraw a conditional offer of employment on the basis of a positive test result on a job applicant's Initial Screening Test. An Initial Screening Test must be verified by a Confirmatory Test (and a Confirmatory Retest, if requested) before a conditional offer of employment can be withdrawn. A job applicant who receives a positive test result of a Confirmatory Test, fails or refuses a Confirmatory Retest, or does not request in writing a Confirmatory Retest within five (5) days after notice of a positive test result of a positive test result of a Confirmatory Test, may be refused employment and will be notified of the reasons for such refusal.
3. **Confirmatory Test** - Discipline for a Confirmatory Test verifying a positive test result on an Initial Screening Test may include discharge of an employee; provided, however, that prior to discharge, the employee is given the opportunity to explain a positive test result and request and pay for a Confirmatory Retest on the original sample. If the Confirmatory Retest is not positive, no action will be taken against the employee. If the Confirmatory Retest is positive, and if it is the first positive retest result for the employee, the employee will not be terminated if the employee elects to participate, at the employee's own expense, in a drug or alcohol treatment or rehabilitation program, whichever is appropriate. An employee who either refuses to participate in the treatment or rehabilitation program or who fails to successfully complete the treatment or rehabilitation program (as evidenced by withdrawal of the program before its completion or by a positive test result on a Confirmatory Test during or after completion of the program), may be subsequently discharged.

**o. Rights of Employee or Job Applicant or Notice of Test Results**

1. An employee or job applicant who receives a positive test result on a Confirmatory Test has the right to receive a copy of the test result report and, within three (3) working days of notice of the original positive Confirmatory Test

result, to submit information to the City in addition to any information already submitted to explain that result, or within five (5) working days to notify the City in writing of the employee's intention to obtain a Confirmatory Retest of the original sample at the employee's or job applicant's own expense.

2. If the Confirmatory Retest is conducted in accordance with rules established by the Commissioner of the Minnesota Department of Health by a qualified laboratory in accordance with Minnesota Statute Chapter 212.31, Subd. 4 E, and if it is not positive, the City shall reimburse the employee or job applicant for the actual cost of the Confirmatory Retest in an amount not to exceed \$100.00 and no adverse personnel action shall be taken against the employee or job applicant based on the original Confirmatory Test.

**p. General Testing Procedures**

All testing will be performed by a licensed laboratory that certifies its compliance with the requirements of Minnesota Statutes Chapter 181.953, as from time to time amended. When the City determines to test for drug or alcohol use on any of the grounds enumerated in Section 3.2, 1, d of this policy, the following procedures will apply:

1. **Initial Screening Test**

- i. **Acknowledgment.** Before the Initial Screening Test, the employee or job applicant shall be informed of the City's testing policy and given a form on which the employee or job applicant can acknowledge being so informed. The form shall allow the employee or job applicant to indicate any medication (prescription, signed for, or over-the counter) that the individual is currently taking or has recently taken and other information relevant to the reliability of or explanation for a positive test result. Medical information disclosed on the form shall not be used as the basis for any adverse personnel action.
  - ii. If the Initial Screening Test produces a negative result, written notice of such result will be given to the individual who took the test within three (3) working days after the City receives the test result report. The employee or applicant will also be notified that they have the right to request and receive a copy of the test report.
  - iii. The testing laboratory will perform a Confirmatory Test on all samples that produce a positive test result on the Initial Screening Test.
4. **Confirmatory Test.** If the Initial Screening Test produces a positive test result, a second test (known as the Confirmatory Test) will be conducted by the laboratory. If the Confirmatory Test is not positive, the City will send written notice of this fact to the employee or job applicant within three (3) working days after receiving the result.

If the Confirmatory Test produces a positive test result, the City will take the following four steps:

- i. The City will send written notice of the positive test result within three (3) working days after receiving it to the employee or job applicant.
- ii. The employee or job applicant will be informed of the right to receive a copy of the test result.
- iii. The employee or job applicant will be told of the right to explain the positive result.
- iv. The employee or job applicant will be informed of the right to request a Confirmatory Retest of the original sample at the employee's or job applicant's expense. The employee or job applicant has five (5) working days in which to notify the City of this request in writing.

5. **Confirmatory Retests.** If an employee or job applicant chooses to request a Confirmatory Retest, the employee or job applicant has five (5) working days within which to notify the City of this request in writing. Within three (3) days of the receipt of such request, the City will notify the original testing laboratory that it is to conduct a Confirmatory Retest or transfer the sample to another certified laboratory for retesting. If the Confirmatory Retest does not confirm the original positive test result, no adverse personnel action will be taken by the City. If the confirmatory Retest is positive, the City may withdraw its conditional offer of employment to a job applicant or terminate an employee if such employee chooses not to participate in a chemical dependency treatment or evaluation program.

**q. Data Privacy**

Test result reports and other information acquired in the drug and alcohol testing process are private data on individuals as defined in Minnesota Statutes Chapter 13, and may not be disclosed to another employer or to a third party individual, governmental agency, or private organization without the written consent of the employee or applicant tested, unless otherwise permitted by law or required by court order.

**r. Other Misconduct**

Nothing in this Policy limits the right of the City to discipline or discharge an employee on grounds other than a positive test result in a Confirmatory Test. For example, possession but not consumption of a controlled substance, the sale of a controlled substance on City premises, or conviction under any criminal drug statute for a violation occurring in the workplace, may by themselves, be grounds for discipline or discharge. Any City employee may be subject to discipline up to and including termination for violation of this Policy or any rules adopted by the City with respect to the manufacture, use, sale, or transfer of drugs and alcohol.

**s. Administrative Responsibility**

1. The City Administrator shall be responsible for implementing this Policy.
2. Each Department Manager and Supervisor shall be responsible for informing their employees of this Policy.
3. Each employee of the City shall be notified of this Policy. Employees shall acknowledge in writing of their notification of this Policy.

**5. Drug-Free Workplace**

The City recognizes the value of having a drug-free workplace and in conjunction with the Drug-Free Workplace Act of 1988 adopts the following policy:

- a. The unlawful manufacturing, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace. For purposes of this section, the term a "controlled substance" is defined as a controlled substance which appears in Schedule I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812).
- b. A violation of this drug-free policy constitutes just cause for disciplinary action, up to and including immediate suspension or termination, or both.
- c. As a condition of employment, employees will abide by the terms and conditions of this drug-free policy and will notify their department head of any criminal drug statute conviction for which a violation occurs in the workplace within five calendar days after such conviction.
- d. The City will notify the contracting agency within ten calendar days after receiving actual notice of an above conviction.
- e. Within 30 days of receiving notice from an employee of a drug related workplace conviction, the City may require an employee to satisfactorily participate in a drug abuse assistance or an appropriate rehabilitation program.

- f. The City will establish a drug-free awareness program to inform employees about:
- i. the dangers of drug abuse in the workplace;
  - ii. the policy of maintaining a drug-free workplace;
  - iii. the availability of drug counseling, rehabilitation and employee assistance programs;
  - iv. the penalties that may be imposed upon employees for drug abuse violations;

Each situation will be evaluated on a case-by-case basis depending upon the severity and circumstances.

The City will make a good faith effort to continue to maintain a drug-free workplace through implementation of this policy.

#### **6. Reasonable Testing Suspicion**

The City may request or require employees to undergo drug and alcohol testing on a random selection basis if they are employed in a safety-sensitive position including, but not limited to positions in a public safety or public works department, pursuant to Minnesota Statutes Chapter 181.951, Subd. 4.

#### **7. Random Testing**

The City may request or require employees to undergo drug and alcohol testing on a random selection basis if they are employed in safety-sensitive positions including, but not limited to positions in a public safety or public works department, pursuant to Minnesota Statutes Chapter 181.951, Subd. 4.

#### **3.5 Tobacco**

Tobacco products (i.e. chewing tobacco, smoking, etc.) are prohibited in City buildings and vehicles. This applies to all City vehicles and all city owned public facilities to include but not limited to park shelters, athletic complexes and municipal buildings.

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#### **3.4 Gifts and Gratuities**

An employee may not solicit any gift or gratuity from any other employee or member of the general public. In no instance may a gift or gratuity be solicited or even hinted. In no instance may any gift or gratuity be accepted by a City employee, even if the gift or gratuity was unsolicited.

Comment [MM7]: Should be 3.6

There are very limited exceptions to what is considered a gift or gratuity. The exceptions include:

1. A plaque or similar memento recognizing an individual's services in a field of specialty or to a charitable cause.
2. A trinket or memento of insignificant value.
3. Informational materials of unexceptional value.
4. Food or beverage given at a reception, meal, or meeting away from your normal place of work by an organization before whom you are appearing to make a speech or answer questions as a part of a program. All other gifts of food or beverage are prohibited. Vendor contributions to a meeting of local officials for breakfasts, hospitality rooms, snacks, or refreshments are prohibited.
5. Usual or customary gift giving among employees during the holiday season, birthdays, retirements, weddings, baby showers, rolls, cookies, flowers, etc., provided by coworkers.
6. Gifts from a family member.

Good judgment is advised. When you are faced with a situation concerning the acceptance of an item, you should seek approval from your supervisor prior to its acceptance and, if not resolved with your supervisor, proceed up the departmental ladder. It is important that each of us maintain high standards of public service and remain within the letter and spirit of ethical behavior.

### **3.5 Membership on Advisory Commissions**

City employees are, pursuant to this policy, ineligible for appointment or service on City of East Bethel Advisory Commissions. City employee participation in support of commissions is assigned by City Administrator.

### **3.6 Technology Use Policy**

The City of East Bethel provides employees with technology to assist them with their job duties. The purpose of this policy is to define acceptable and unacceptable use of the City technology including, but not limited to computer systems, voicemail systems, [network systems](#), electronic mail (e-mail), the Internet and other information systems (“[City Technology](#)”). This policy applies to all employee use of City technology including use by employees located on City property and off of City property. The goal of this policy is to avoid inappropriate use of City technology and to maintain appropriate security to protect City data and technology.

#### **1. City Ownership/Right to Access**

All City technology systems are the property of the City of East Bethel. This includes but is not limited to all hardware, software, programs, applications, templates, internal and external e-mail messages, facsimile (fax) messages, data, data files, and voicemail messages developed or stored on city-owned, leased, or rented technology systems. The City reserves the right to access, retrieve and read any data, messages or files stored on City technology and disclose any data, messages or files without prior employee consent. Employee use of City technology is not private. This includes but is not limited to use of internal and external e-mail and use of the Internet. Use of passwords does not make data, messages or files private. Passwords must be disclosed to supervisors upon request and may be bypassed by the City. By using City technology, employees consent to any monitoring of that technology that may take place.

#### **2. Responsibility**

Department Heads and supervisors are responsible for the implementation of and adherence to this policy within their departments. All employees are responsible for reading and following directions from Information Technology staff regarding appropriate procedures and precautions to take in order to protect the City’s network system.

#### **3. Software Use in Accordance with License Agreements**

Employees shall adhere to all software license agreements, with regard to duplication and use as directed by the software publisher. If there are any questions about the appropriate use of the software, you must contact the Deputy City Clerk/IT Coordinator or designee.

#### **4. Remote Connections and Special Applications**

Applications for remote connections and special applications will be reviewed and approved at the discretion of the City Administrator and Deputy City Clerk /IT Coordinator. Formal requests should be in writing, with an in-depth explanation of need and the cost savings involved.

#### **5. Authorized Software**

**ALL** software used on City computer and network systems must be approved and installed by the Deputy City Clerk/IT Coordinator or designee. Written requests for new and demonstration software packages will be reviewed and approved at the discretion of the Deputy City Clerk/IT Coordinator or designee. City employees are prohibited from downloading, acquiring, or installing their own software without prior consent and approval from the Deputy City Clerk/IT Coordinator or designee.

#### **6. Virus Protection**

All files brought into the City, via diskette or electronic transmission will be scanned for viruses. This includes portable devices from all service personnel, vendors, clients, and other government agencies. E-mail attachments that are not document files (.doc, .pdf, .rtf, .txt, .csv, .xls) will not be opened. If there is any question about how to use the City's virus detection software or about appropriate use of copyrighted material, employees should contact the Deputy City Clerk/IT Coordinator or network administrator.

#### **7. Electronic Mail**

Electronic mail should be considered non-private information and may be periodically reviewed and used for investigation by the Assistant City Administrator/HR Director and/or City Administrator coordinated through the Deputy City Clerk/IT Coordinator. The electronic mail system is not to be used to harass any other individual. Limited personal use of the City's email system by employees is allowed, provided it does not interfere with an employee's work and is consistent with all City policies. Use of the electronic mail system is considered to be acceptance and acknowledgment of this rule.

An employee's personal email may be considered "public" data and may not be protected by privacy laws. Personal email may also be monitored without notice to the employee.

The following policies pertain to emails of both business and personal content:

- Use common sense and never transmit an email you would not want your supervisor or other employees to read.
- Do not correspond by email on confidential communications (e.g., letters of reprimands, correspondence with attorneys, medical information).
- Do not open email attachments or links from an unknown sender. Delete junk or "spam" email without opening it if possible.

#### **8. City Computer Data**

All data stored on computer media owned, leased or rented by the City, is considered to be owned by the city, and non-private, including information stored on local drives. Data shall be subject to the City's records retention schedule and the Minnesota Data Practices Act. Dissemination of data shall be consistent with the data's classification under the Minnesota Data Practices Act. This data is also subject to review and investigation at the discretion of the Deputy City Clerk/IT Coordinator and City Administrator.

Some general guidelines to consider are as follows:

- All City records and data must be stored on the City's network.
- E-mail that is not an official record of City business should be deleted as soon as possible and should not be retained for more than 120 days.
- City-related documents that an employee creates on a home computer should be moved to the City's network file as soon as practical.

The Deputy City Clerk/IT Coordinator should be contacted with questions regarding the City's records retention schedule. If you are unsure how to create an appropriate file structure for

saving and storing electronic information, contact the Deputy City Clerk/IT Coordinator or designee.

## **9. Passwords**

Supervisors are required to report immediately to Deputy City Clerk/IT Coordinator or designee when an employee resigns or is terminated. Employees are required to contact Deputy City Clerk/IT Coordinator or designee when they suspect their login ID has been compromised or when someone else has obtained their password.

Password protection of any document is prohibited unless authorized by department director and City Administrator. This applies to any document stored on any drive (local or network), which includes diskettes, CDs, DVDs, flash drives, or any other storage device owned by the City. Any document found with unauthorized password protection will be deleted.

## **10. Internet**

City employees are encouraged to find ways to access information from other governmental agencies and related sites, but must realize that in some cases the time spent looking for something will take longer than the conventional method. Department Heads should be aware of the time spent by their employees, and employees should keep an accurate record of time spent and useful addresses for future use.

### **a. Auditing Internet Use**

The City has the ability to document and investigate all sites viewed by user name and location. All employees must be aware that they will be monitored and any site viewed that is of a questionable nature may result in disciplinary action. This restriction includes browsing of entertainment sites or sites that are designed to attract an adult audience. Infractions of this nature will be dealt with to the fullest extent of the discipline policy.

### **b. File Downloads and Virus Protection**

All files downloaded from the Internet must be of a business nature, and approved for download by the Deputy City Clerk/IT Coordinator or designee. File must be saved to the network server to ensure that a virus scan is automatically performed.

### **c. General Internet Restrictions**

City staff accessing the Internet through City resources shall not:

- Mask their true identity. This includes, but is not limited to, sending mail anonymously.
- Use the system for any activity that is commercial in nature. Commercial activities include, but are not limited to, consulting, typing services, and developing software for sale.
- Post on electronic bulletin boards materials that violate existing laws or the City's Personnel Policies.
- Post on Internet services information that may be slanderous or defamatory in nature.
- Attempt to monitor or tamper with another user's electronic communications, or reading, copying, changing, or deleting another user's files or software without the explicit agreement of the owner.
- To access, upload, download, transmit, or distribute pornographic, obscene, abusive, or sexually explicit materials.
- To transmit or accept sexually explicit language or profanity.
- To violate any local, state, or federal law or engage in any type of illegal activity;
- To violate any applicable state, federal, or international copyright, trademark, or intellectual property laws and regulations without prior approval, including unauthorized downloading or exchanging of pirated or otherwise unlawful software;

- To engage in any form of gambling;
- To engage in any type of harassment or discrimination;
- To engage in any type of commercial enterprise unrelated to the specific purposes and needs of the City;
- To engage in any form of solicitation without the consent of the department director;
- To promote any political or private causes or other activities that are not related to the business purpose of the City; or
- To enter into financial or contractual obligations without prior approval.

#### **11. Personal Use**

The City recognizes that some personal use of City-owned computers has and will continue to occur. To prevent abuse of this privilege, personal use is limited to the following:

- a. Employees must obtain department director or other designated staff approval for personal use in the office where the PC is located.
- b. Personal use is permitted only before and after regular business hours and only when other City business is not to be performed on the systems. Personal use shall not preempt work use.
- c. Limited use of the City's access to the Internet for personal reasons is allowable, provided it does not interfere with an employee's work and is consistent with all provisions in this policy. Employees are warned that their individual activities on the Internet may be monitored and reported.
- d. Employees must use their own paper and portable devices (which must be scanned and approved for use by the Deputy City Clerk/IT Coordinator or designee. No personal files or data are to be stored on the City's file servers.
- e. Only City employees are to use the City computers. Family members or friends are not allowed to use City equipment or technology resources. Use of another's computer without authorization is prohibited.
- f. Use of City computers, software and peripherals for the following is strictly prohibited at all times:
  - for profit or commercial activities;
  - for any other public office or employment which is incompatible with City employment responsibilities, as determined by the City Administrator,
  - for any political activity
- g. Internet e-mail may be used for personal correspondence, as long as it does not interfere with the normal duties of the employee and is consistent with all provisions in this policy.
  - using the City Internet e-mail system to participate in any kind of broadcast mailing list is strictly prohibited.

#### **12. Instant Messaging**

~~The City does not provide employees with resources or tools to communicate by Instant Messaging. Employees are not allowed to use Instant Messaging as a mechanism for personal communication through the City's computer network or when using City~~

~~equipment. Employees are not allowed to download or install Instant Messaging software on their computer.~~

### **13. Notice of Computer Problems**

Employees are responsible for notifying the Deputy City Clerk/IT Coordinator or designee about computer problems. Small problems may indicate a more serious network or computer system issue, so employees should err on the side of caution when deciding whether or not to raise a question or concern.

### **14. Violation of Policy**

Violations of this policy shall be dealt with on an individual basis, consistent with the nature of the infraction. For all City employees, as defined in the City Personnel Policies, infractions will be dealt with through normal personnel procedures; up to and including termination. All other infractions will be responded to with appropriate legal action.

### **3.7 Dress Code Policy**

The dress and appearance of City employees is a direct reflection on the quality and professionalism of our services. City employees meet with the public every day as part of the regular workday.

## **1. Policy Statement**

City of East Bethel Personnel Policies & Rules

It is the responsibility of all employees to be neat and clean and to dress in a manner that is appropriate to their work environment. Employees should use good judgment in attire, personal hygiene and overall appearance. Please be considerate of co-workers, citizens and other guests. It is the responsibility of Department Heads to determine if an employee's appearance is inappropriate.

At all times, regardless of the style of clothing that is worn, clothing must be clean, neat and free of holes, tears, fraying, patches, signs of wear or excessive wrinkles or noticeable stains. Any clothing that, by fit or design, is revealing or provocative is not suitable for our business environment.

### **2. General**

If one's attire is most appropriate for the gym, tennis court, beach or nightclub, it is not appropriate in a business environment. When in doubt about the appropriateness of any attire, leave it out of the work wardrobe. Use good judgment.

#### **Examples**

The following are some examples of acceptable clothing for employees who work in the office environment:

- Sweaters, vests, blazers, jackets, blouses, shirts with collars or buttons, knit tops, turtlenecks, business suit, skirt and blouse, business dress
- Docker-type, khaki, dress slacks/trousers or twill casual pants. Jeans, without holes, frays, etc., and knee-length dress/walking shorts
- Casual flat shoes, loafers, cloth tennis shoes, open-toed shoes, clean athletic shoes

For employees who work in a non-office environment. These employees may perform some physical labor, such as inspections. Acceptable clothing items include:

- All of the items mentioned above, except no open toed shoes
- T-shirts or sweatshirts without prominent slogans, advertising, or printing

- Like-new tennis/athletic shoes, unless prohibited by OSHA Rules

The following are some examples of unacceptable appearance for employees:

- Inattention to personal hygiene/cleanliness
- Shorts (except knee-length dress/walking shorts, which are acceptable), spandex, stretch pants, leggings or other form-fitting pants
- Tube tops, halter tops, tank tops, spaghetti straps, muscle shirts and T-shirts with slogans
- Athletic apparel including jogging suits and sweatpants
- Bib-overalls
- Sweat bands, caps, or hats worn indoors
- Any clothing with printed messages or graphic derogatory design
- Flip-flops, slippers or other unprofessional footwear including worn-out athletic shoes
- Mini-skirts

If health conditions exist which require an employee to wear an item listed as unacceptable, please consult with your Supervisor.

### **3. Uniformed Personnel**

Uniforms, which are provided to some city employees, are expected to be neat, fresh and clean when reporting for duty. Each department is responsible for seeing to it that employees follow regulations regarding uniforms, related accessories and equipment. Uniforms bearing a city identification patch should not be worn during off-duty hours.

### **4. City Logo Clothing**

Wearing City logo clothing when consuming alcohol is prohibited.

### **5. Violation of Policy**

The Department Head with the assistance of the Human Resources Director, if requested, will determine if appearance is inappropriate. If a Department Head determines that an employee's standard of appearance is inappropriate, it will be brought to the employee's attention privately. Failure to meet acceptable standards of appearance as determined by a Department Head may result in a warning or an employee being sent home to change clothing. Time spent driving home and returning to work is not compensated.

Additional policy violations could result in disciplinary action; up to and including termination.

### **6. Policy Amendments**

The City reserves the right to amend and/or revise this policy, including employee accommodation on the basis of cultural or religious beliefs.

## **SECTION 4 ~ RECRUITMENT/EMPLOYMENT**

**Effective Date:** ~~07/21/04~~; revised 06/06/2007; 11/07/2007

### **4.1 Position Opening Authorization**

Department Heads will notify the City Administrator and make recommendations when a replacement vacancy exists in a department or when there is a desire to fill a newly created position. The City Administrator will review the request and recommendations and advise the

department head on the proper course of action. The City Administrator, with advice and consent of the City Council, is the final authority in the filling of all positions.

#### 4.2 Recruitment

The recruitment of applicants for employment with the City shall take place at the direction of the City Administrator.

#### 4.3 Probationary Period

The probationary period begins immediately upon starting date and continues for six months with the option to extend to twelve months six (6) to twelve (12) working months unless otherwise specified in union contract. Department Head must inform the City Administrator of employee's successful completion of the probationary period.

All newly hired or rehired employees will serve a six (6) to twelve (12) month probationary period. At any time during the probationary period newly hired, promoted, or rehired employees may be terminated, demoted, or reassigned at the sole discretion of the employer. No cause for discharge is necessary.

Time served in temporary positions is not considered part of the probationary period.

#### 4.4 Dismissal During the Probationary Period

A Department Head may recommend to the City Administrator dismissal of a probationary employee at any time during probation for any reason. The employee must be notified of the termination date in writing from the City Administrator.

#### 4.5 Benefits During Probationary Period

Sick and vacation leave will accrue during the initial probationary period. Sick and vacation leave may be used as earned under the same conditions as applicable to non- probationary employees.

#### 4.6 Reference and Background Checks

All reference checks for current or terminated employees must be routed to the City Administrator or his/her designee.

#### 4.7 Employment of Relatives

More than one family member may not be employed within any department where one family member or relative supervises or has the ability recommend hire, fire or promote another relative, or where there may be a conflict of interest or not in the best interest of the City as determined by the City Administrator.

#### 4.8 Discipline

The City reserves the right to take any disciplinary action it deems appropriate under the circumstances.

#### 4.9 Grievances

The City of East Bethel wishes to address employee grievances by providing standard procedures for their resolution.

##### Definition

**Grievance:** A grievance is defined as a dispute or disagreement regarding the interpretation or application of City policies.

**Comment [MM8]:** What is the purpose of the probationary period and why so long?

**Comment [MM9]:** Need to be very careful here because an employee could try to argue that one the probationary period is over – employment is no longer “at-will” especially given the grievance procedure provided and “for cause” language included in Section 9.2

The following actions are not grievable:

1. Performance evaluations;
2. Dismissals of employees during their probationary or training period (subject to Veteran's Preference Laws);
3. Demotions of employees who do not pass their promotional probation;
4. Pay increases or lack thereof;
5. Merit pay awards; and
6. Other actions that are inherent managerial rights.

This above list is not meant to be all inclusive or exhaustive.

#### **Procedure**

The following grievance procedure shall be followed by all employees except those covered by the terms of a collective bargaining agreement. In all cases, grievances must be filed by the employee adversely affected by the action of the City. Failure to follow the steps within the stated time limits may result in a denial of the grievance on procedural grounds. Time limits may be extended by mutual agreement of the City and the employee. Employees exercising their rights under this policy shall be free from retaliation, interference, discrimination or reprisal.

**Step 1:** The employee must present the grievance to the employee's immediate supervisor in writing within ten (10) working days after the date of the grievance or the employee's knowledge of its occurrence. All grievances must include the following:

1. Statement of grievance and relevant facts;
2. The specific provision of the Personnel Policy violated;
3. The remedy sought; and
4. Must be signed by the employee who is aggrieved.

A photocopy of the grievance should be forwarded to the Assistant City Administrator/Human Resources Director.

The immediate supervisor will attempt to resolve the matter and will provide a written response to the grievance within ten (10) working days after presentation of the grievance by the employee. If the supervisor does not respond to the grievance within the specified time frame, the employee may elect to treat the grievance as denied and may immediately appeal the grievance to the next step.

In the event there is a supervisory level between the immediate supervisor and the department director, the Step 1 grievance should be addressed to both supervisors. Any grievance not appealed in writing to Step 2 by the employee within five (5) working days after the immediate supervisor's response will be considered resolved.

**Step 2:** If the grievance is not solved in Step 1, the employee may appeal the grievance in writing to the employee's department director, with a copy to the Assistant City Administrator/Human Resources Director, within five (5) working days of receipt of the immediate supervisor's response in Step 1.

If appealed, the department director will meet with the employee and provide a written response to the grievance within ten (10) working days of receipt, with a copy to the Assistant City Administrator/Human Resources Director. If the department director does not respond to the grievance within the specified time frame, the employee may elect to treat the grievance as denied and may immediately appeal the grievance to the next step.

Any grievance not appealed in writing to Step 3 by the employee with five (5) working days will be considered resolved.

~~Step 3: If the grievance is not solved in Step 2, the employee may appeal the grievance in writing to the City Administrator, with a copy to the Assistant City Administrator/Human Resources Director, within five (5) working days of receipt of the department director's response in Step 2.~~

~~If appealed, the City Administrator will meet with the employee and provide a written response to the grievance within ten (10) working days of receipt, with a copy to the Assistant City Administrator/Human Resources Director. The written response of the City Administrator will constitute the City's final response to the employee's grievance.~~

#### **4.104.9 Administrative Leave – With Pay Regular Employees**

Any regular employee of the City placed on Administrative Leave – With Pay will be provided with compensation as would normally be afforded the individual in a working status or classification. Compensation will be predicated on a normal work week for the individual in this status.

A normal work week shall be the average number of hours compensated over the past six months. If the employee has been in the employ of the City for less than six months, the average shall be based on the average hours worked during the period of employment.

#### **4.114.10 Administrative Leave – With Pay Non-Regular Employees**

Any non-regular employee of the City placed on Administrative Leave – With Pay will be provided with compensation based on the following factors:

Average amount paid to the non-regular employee over the past six months divided by six months to determine the average monthly wage. The non-regular employee will be compensated at the average monthly wage calculated above.

The impact on retirement benefit(s) for non-regular employees shall be determined by the time period the non-regular employee is absent from the position. Should a non-regular employee be absent in an Administrative Leave –With Pay status for less than six months and meets all other criteria during the time the non-regular employee is engaged in service to the City, there shall be no reduction in retirement benefit. Should a non-regular employee be absent in an Administrative Leave – With Pay status for more than six months, the City Administrator shall review the specific issues and make a recommendation to the City Council.

The impact on promotion and position retention for non-regular employees shall be determined by the time period the non-regular employee is absent from the position. Should a non-regular employee be absent in an Administrative Leave –With Pay status for less than six months and meets all other criteria during the time the non-regular employee is engaged in service to the City, there shall be no impact on the non-regular employees eligibility for promotion and rank retention. Should a non-regular employee be absent in an Administrative Leave – With Pay status for more than six months, the City Administrator shall review the specific issues and make a recommendation to the City Council.

## **SECTION 5 – EMPLOYEE COMPENSATION**

**Effective Date:** 07/21/04; revised 11/05/2008

### **5.1 Compensation Plan**

The City Administrator must develop and maintain a compensation plan so all positions substantially similar with respect to the type, difficulty, and responsibility of work are included in the same grade and that the same salary range may be applied to all positions in a grade.

The plan shall classify positions in accordance with federal and state laws for all positions. The City Administrator will present the compensation plan to the City Council for its approval. The effective date of the compensation plan shall be the date stated in the plan approved by the City Council.

## 5.2 Classification and Reclassification

When a new position is requested, the duties and responsibilities for that position are to be identified in a position description. The supervisor and/or department head are responsible for preparation and submission of the position description with the request for a new position. The City Administrator may recommend the new position to the City Council for approval.

When the duties of a position change substantially, the Department Head may request or the City Administrator may initiate a review of the duties of the position. Based on the results of the review, the City Administrator may recommend to reclassify the position to the City Council for approval.

## 5.3 Overtime/Compensatory Time

Pursuant to federal and state wage and hour laws, employees classified as fulltime and nonexempt under Fair Labor Standards Act (FLSA) who are authorized overtime work in excess of the regularly scheduled workweek or pay period will be compensated at a rate of one and one-half times their base rate of pay for hours worked in excess of their regular schedule. FLSA mandates that the City classify employees in regards to overtime/compensatory time as one of the following categories: FLSA Exempt Employee or FLSA Non-Exempt Employee.

1. FLSA Exempt Employee  
Exempt employees are not paid for overtime over 40 hours unless otherwise provided by collective bargaining or contract agreement. Exempt employees are generally employees who are classified as professional, administrative, executive and seasonal-recreation, under the FLSA exempt status.
2. FLSA Non-Exempt Employees  
Overtime or compensatory time must be paid at a rate of one and one-half times the non-exempt (this includes full-time, part-time and temporary employees) employee's regular rate of pay for each hour worked in a work week in excess of 40 hours per week.

## 5.4 Compensatory Time - Non-Exempt Employees

City of East Bethel Personnel Policies & Rules

FLSA non-exempt employees have the option of selecting compensatory time at the rate of one and one half times their regular rate of pay in lieu of overtime, to a maximum of 40 hours of comp time accrual.

## 5.5 General Rules - Overtime/Compensatory Time

~~All overtime and comp time to be worked **must** be pre-approved by the City Administrator and/or his designee prior to working overtime or compensatory time. Failure to obtain prior approval of overtime and compensatory time may result in denial of the overtime or compensatory time request.~~

The Employee's supervisor must approve overtime hours in advance. An Employee who works overtime without prior approval may be subject to disciplinary action. Pre-authorization may be presumed by Employees in emergency situations such as excess snowfall, flood, severe storms, water main breaks, lift station malfunctions, or other similar situations where

the immediate response of staff is required to avert endangerment of life, home or property. In the event of an emergency situation, the City Administrator shall be notified immediately.

#### **5.6 Temporary Assignments**

From time to time employees may be asked to fill in temporarily at work in a higher classification. The assignment will be made by the Department Head with the prior approval of the City Administrator.

If a temporary assignment extends beyond 20 working days, additional compensation at the higher classification may be provided. The duration of a temporary assignment may not exceed six months, unless authorized by the City Administrator with consent of the City Council.

#### **5.7 Direct Deposit**

~~All City employees are required to participate in direct deposit. Direct deposit allows employees to have payroll checks electronically deposited directly into a checking or savings account. Employees with direct deposit will receive an earnings statement each pay day. See the Finance Department for program details.~~

### **SECTION 6 ~ GENERAL BENEFITS**

**Effective Date:** ~~07/21/04; 03/17/10~~

#### **6.1 Health Coverage - Cafeteria Benefits Plan**

The City will provide a contribution for regular full-time employees. Benefits may be purchased by employee as made available through the Employer's Cafeteria Benefit Plan. A set dollar amount for benefits will be included in the compensation plan approved by City Council as a separate document. The City will review its contribution on an annual basis.

Single health insurance coverage is required for all employees eligible for City contributions to a Cafeteria Benefit Plan. Employees are permitted to opt out health insurance coverage under the City's policy with acceptable proof of health insurance coverage. ~~through another group health plan.~~

#### **6.2 Dental Benefits**

The City will provide a contribution for regular full-time employees. Benefits may be purchased by employee as made available through the Employer's Cafeteria Benefit Plan. The City will review its contribution on a regular basis.

#### **6.3 Life Insurance/Short Term Disability/Long Term Disability**

~~The City will provide and pay for life insurance, short term disability and long term disability for regular full-time employees. Benefits may be purchased by employee as made available through the Employer's Cafeteria Benefit Plan.~~

#### **6.4 P.E.R.A.**

Public Employees Retirement Account will be maintained for regular full and part-time employees or as regulations specify. ~~For details see the PERA manual in the Finance Department or visit the web site [www.mnpera.org](http://www.mnpera.org).~~

#### **6.5 Deferred Compensation Program**

The City provides employees the opportunity to participate in a Deferred Compensation Plan. This voluntary plan allows employees to place a portion of their earnings into pretax deferred investment program. ~~There are several programs offered by the City. The City will match~~

deferred compensation contributions up to 3% of base pay not to exceed the statutory maximum of \$2,000. ~~Check with the Finance Department for more information.~~

#### 6.6 Flexible Spending Program

The City provides employees access to a Flexible Spending program for Dependent Care expenses and medical care expense reimbursements as part of the City's Cafeteria Plan. ~~These documents will be prepared and provided to employees pursuant to plan requirements.~~

### SECTION 7 ~ LEAVE BENEFITS

~~Effective Date: 07/21/04; revised 11/28/2007; 03/04/2009; 05/05/2010; 10/06/2010~~

#### 7.1 Official City Holidays

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve Day	December 24
Christmas Day	December 25

**Sunday/Saturday Holidays:** When a holiday falls on a Saturday or Sunday, the preceding Friday or following Monday is a holiday for employees whose normal work schedule is Monday through Friday.

Non-union employees who work a holiday will be paid time and one-half employee's regular pay rate for all hours worked in addition to a straight **eight hours** of compensatory time off for the holiday.

~~Employees may observe a religious holiday on days which do not fall on Sunday or a legal holiday. Observance of such a religious holiday must be taken off without pay except where the employee has accumulated vacation and in that case such religious holidays may be charged against such leave accumulations at the option of the employee.~~

~~Employees who are in collective bargaining must check their agreements and follow contract language for holiday schedules.~~

~~In order to be paid for holiday leave, the benefit earning employee must be working or using vacation, sick or other approved paid leave on both the day before and after the holiday.~~

#### 7.2 Vacation Leave - Regular Full-time Employees

##### 1. Vacation Accrual

Regular employees shall earn vacation leave as follows:

- During 1st year of service **to the 5th** year of service, 80 hours per year.
- **Beginning with the 5th** year of service to the 10th year of service, 120 hours per year.
- **Beginning with the 10th year** of service and each year of service thereafter, 160 hours per year.

In the best interest of the City, vacation leave in excess of the established amount specified in this section may be granted by the City Administrator.

Employees using earned vacation or sick leave shall be considered to be working for the purpose of accumulating additional vacation leave.

2. **Accrual**  
Vacation begins accumulating in accordance with the schedule above upon date of hire.
3. **Usage**  
Vacation leave may be used as earned except that the City Administrator shall approve the time at which the vacation leave may be taken. Vacation shall be requested and approved in advance.
4. **Vacation Accumulation**  
Employees will only be able to carry over 240 hours of vacation accrued ~~must have their vacation balance reduced to 240 hours, or less,~~ by the last pay period in December of each calendar year.

### 7.3 Sick Leave - Regular Full-Time Employees

1. **Sick Leave**  
Sick leave with pay shall be granted to probationary and regular full-time employees for each calendar month of full-time service or major fraction thereof. Sick leave shall accrue at the rate of eight hours per month until 640 hours have been accumulated.

Sick leave may be taken only to the extent that it is earned. Sick leave may be used for illness, injury, employee assistance program, or by necessity for medical or dental care. Sick leave may be used by the employee to care for the employee's spouse, dependents, children, or parents in case of illness or as otherwise approved by the City Administrator. The City Administrator may require a medical certificate as may be deemed necessary before approving the utilization of sick leave.

**Comment [MM10]:** Law just recently changed. Also need to include siblings, adult children, grandparents or stepparents.

2. **Sick Leave Request**  
Employees must notify their immediate supervisor on the first day of sick leave and each day of sick leave request before the start of his or her shift unless otherwise required by the supervisor. When possible, sick leave must be requested in advance.
3. **Sick Leave Severance**  
Severance pay in the amount of one-half the accumulated sick leave employees have to their credit at the time of resignation, retirement, or death shall be paid to employees who have been employed for at least one full year. If discharged for cause, severance pay shall not be allowed.

### 7.4 Official Record - Sick, Vacation, and Compensatory

City of East Bethel Personnel Policies & Rules

The City's automated payroll system is the official record for sick, vacation and compensatory balances.

### 7.5 Workers' Compensation

An employee who is temporarily disabled from work by an injury or illness sustained in the performance of the employee's work with the City, may be eligible for Workers' Compensation payment and additional salary through the use of accrued sick leave. The total of the Workers' Compensation check and the accrued sick leave compensation may not exceed the employee's normal gross pay. ~~For more information on Workers' Compensation contact your supervisor or the Financial Services Department.~~

### 7.6 Funeral Leave

In the event of death in the family of the employee, (spouse, parents, child, brother, sister, step-children, parents-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be granted up to three (3) days leave with paid time to make the necessary funeral arrangements and attend the funeral.

Grandparents and Grandparents-in-law, the employee shall be granted up to two (2) days of leave with paid time to make necessary funeral arrangements and to attend the funeral. Additional time may be granted due to unusual circumstances such as, but not limited to, excessive distance of travel, etc. This additional time will come out of the employee's vacation accruals or compensatory time bank if he/she wishes to be compensated for this additional time.

#### **7.7 Military Leave for Training Purposes**

~~Employees who are members of any reserve component of the military forces of the United States or National Guard, will be granted leave of absence without loss of status or pay not to exceed 15 working days per year when ordered to training or active service in accordance with Minnesota Statutes 47A as from time to time amended. The City must receive a copy of the orders from the proper authority directing the employee to report to duty. Military leaves of absence with or without pay shall be granted as provided in Minnesota Statutes for state duty and Federal Regulations for federal duty.~~

**General:** Minnesota Statutes, § 192.26 – 192.261 provide that an Employee of a municipality who is a member of the National Guard, the Naval Militia, the Officer's Reserve Corps, the Naval Reserve, the Marine Corps, or any other reserve component of the military or naval forces of the United States, is entitled to a leave of absence without loss of pay, seniority status, efficiency rating, or benefits for the time such Employee is engaged in training or active service, not exceeding a total of fifteen (15) days in any calendar year.

**Conditions:** The leave of absence is only in the event the Employee returns to employment immediately upon being relieved from military or naval service, or is prevented from returning by physical or mental disability or other cause not the fault of the Employee, or is required by the proper authority to continue in military or naval service beyond the fifteen (15) day period allowed for the paid leave of absence.

**Notice Requirements:** Notice will be given to the City at least fifteen (15) working days in advance of the requested leave. Notice may be waived under certain circumstances.

**Active Duty:** In accordance with State law, the Employee will be granted an unpaid leave of absence when called into active duty. If an Employee has not yet used his/her fifteen (15) days of paid leave when called to active duty, use of any unused paid time will be allowed prior to the unpaid leave of absence.

**Benefits:** Eligibility for continuation of insurance coverage will be in accordance with the Uniformed Services Employment & Reemployment Rights Act of 1994 (USERRA). The Employee and dependents have the right to eighteen (18) months of continuation coverage. When the Employee returns to work, the Employee and any dependents may re-enroll in the City's insurance plan without any pre-existing condition limitations or waiting periods that might

otherwise apply to a new Employee, whether or not the Employee or their dependents chose to continue coverage during military leave. The leave of absence will not be considered work time for purposes of PTO accrual.

**Status upon Return:** Returning reservists have the right to return to their jobs or to another job of similar seniority, status, and pay upon completion of active duty in accordance with M.S. 192.261, Subd. 2 and 38 U.S.C. § 2021 and 2024. If the Employee chooses not to return to work for the City, federal COBRA and /or Minnesota Continuation laws would apply.

#### **7.8 Jury Duty**

Any regular or probationary full-time employee who is required to serve as a juror or who is under subpoena as a witness in court on City matters, will be granted leave with pay while serving in such capacity. The employee must provide the appropriate paperwork to the City prior to the leave being granted. The employee must give any fees received for such service with the exception of mileage to the City. Temporary employees will be given leave without pay and may retain all fees received.

#### **7.9 Bone Marrow Donation Leave**

A regular or probationary full-time or temporary employee who average 20 or more hours per week throughout the calendar year, who seek to undergo a medical procedure to donate bone marrow will be granted up to 40 hours of paid leave of absence. The City may require a verification by a physician for the purpose and length of each leave requested.

#### **7.10 School Conference and Activities Leave**

In compliance with MN Statutes 181.9412; regular employees may leave up to a total of 16 hours during any 12-month period to attend school conferences or school-related activities related to the employee's child, provided the activities cannot be scheduled during non-working hours. Parental leave must be requested in writing in advance and processed through the Department Head or Supervisor. An employee may request use of vacation or leave without pay to a maximum total of 16 hours during a 12-month period.

#### **7.11 Leave of Absence**

Leave of absence without compensation may be granted by the City Administrator for up to six calendar months to an employee for any reasonable purpose and extended by the City Administrator for any reasonable period. Employees must submit a written request for personal leave to the department head and, if approved, the Department Head must submit the request to the City Administrator. The City Administrator may extend the leave of absence if it is found to be in the best interest of the City.

#### **7.12 Family Medical Leave Act - FMLA**

##### **Purpose**

The Family and Medical Leave Act of 1993 (FMLA) is intended to balance the demands of the workplace with the personal and medical needs of families and to promote the stability and economic security of families. It is intended to provide protections for employees as well as employers by providing up to twelve (12) weeks of unpaid, job protected leave for the birth of a child, adoption, foster care and certain individual and family medical reasons.

## **Policy**

This FMLA leave policy is intended to be a general summary of the law. FMLA leave is governed by federal or state regulations. Those regulations shall control if they conflict with this policy. Each situation will be evaluated on a case-by-case basis, consistent with applicable law. Where provisions of the City personnel policies, and/or contracts and agreements, are in conflict with FMLA, those regulations, which are most beneficial to the employee, shall apply.

The following is a summary of the Family Medical Leave Act and how it applies to employees of the City of East Bethel.

### **1. Eligible Employees**

Eligible employees are those who have:

- a. Been employed by the City of East Bethel for at least one year; and
- b. Have worked a minimum of 1,250 hours within the previous 12-month period.

### **2. Basic Leave Entitlement**

FMLA leave will be granted to an eligible employee for any of the following reasons:

- a. To care for their child (birth, placement for adoption, or foster care with the employee);
- b. To care for their spouse, son, daughter, or parent who has a serious health condition; or
- c. For a serious health condition that makes an employee unable to perform their job duties.

### **3. Serious Health Condition**

A serious health condition is an illness or injury that involves:

- a. An overnight stay in a hospital, hospice or residential medical care facility, and any period of incapacity or subsequent treatment in connection with such medical care; and
- b. A period of incapacity of more than three (3) consecutive calendar days (including any subsequent treatment period of incapacity relating to the same condition) that also involves:
  - Treatment two or more times by a health-care provider or certain others (e.g., a nurse or physical therapist) under the supervision of or referral by a health-care provider; or
  - Treatment by a health-care provider at least once which results in a regimen of continuing treatment under the health-care provider's supervision.
- c. Any period of incapacity due to pregnancy or for prenatal care.
- d. A chronic condition which:
  - Requires periodic visits for treatment by a health-care provider or a person supervised by a health-care provider;
  - Continues over an extended period of time (including recurring episodes of a single underlying condition); and
  - May cause episodes of incapacity rather than a continuous period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
- e. A period of incapacity which is permanent or long term due to a condition for which treatment may not be effective. A person must be under the continuing supervision

of, but need not be receiving active treatment by, a health-care provider (e.g., Alzheimer's, a severe stroke, or the terminal stages of a disease).

- f. Any period of absence to receive multiple treatments for restorative surgery after an injury or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention (e.g., cancer chemotherapy, kidney dialysis, etc.).

#### 4. Length of Leave

The length of FMLA leave is not to exceed twelve (12) weeks in any rolling twelve (12) month period with the exception of leave to care for family members injured while on active military duty which may extend up to 26 weeks (See 13. Military Family Leave Entitlements). FMLA leave shall be taken simultaneously with the Minnesota Parenting Leave and entitlement to FMLA leave for the birth or placement of a child can begin at any time, but expires twelve (12) months after the birth or placement of the child.

For the purposes of determining eligibility for subsequent leaves, the FMLA year is a rolling 12-month period that begins the first day of the employee's leave.

#### 5. Notice

City of East Bethel Personnel Policies & Rules

The employee must give the City at least 30 days advance notice if the leave is foreseeable. If leave must be taken in less than 30 days, the employee should give as much notice as is practicable.

#### 6. Medical Certification

Employees who request a FMLA leave must provide a medical certification completed by the attending physician or practitioner indicating the need for the leave. A "*Certificate of Health Care Provider*" form can be obtained from Human Resources. A "*Certificate of Health Care Provider*" is *not* required if the employee is placed on FMLA leave due to a workplace injury and is on workers' compensation.

The certificate should be submitted within two weeks of notification of the FMLA leave or within 15 days of the first day of leave if the leave is unexpected. Subsequent certificates updating the employer of the status of the employee or the family member's serious health condition and the projected date of return to work may be required depending on the length of the absence.

The certification must state the following:

- The date the need for the leave started or is expected to start.
- The probable duration of the condition.
- The appropriate medical facts regarding the condition.
- If the leave is for the employee's own serious health condition, the certification must state that the employee is unable to perform the essential functions of the position.
- When the leave is requested for a spouse, child, or parent, the medical certificate must state that the employee is needed to care for the relative and the estimated amount of time that the employee will be needed to provide such care.
- If the leave requests an intermittent work schedule, the medical certification must state that the reduced or intermittent schedule is medically necessary and for how long it may be necessary.
- The City may require a second medical opinion at the City's expense with a City chosen health care provider. If the second opinion conflicts with the opinion provided by the employee, the City may request, at the City's expense, a third opinion from

another City- selected health care provider. The third opinion will be considered final and binding.

**7. Workers Compensation**

Employees may be required to use FMLA leave when the employee misses work due to an injury obtained while on duty. If this is required the employer will provide the employee written notification specifying that any absence will be counted against the employee's remaining FMLA time. The FMLA leave and workers compensation leave run concurrently.

**8. Use of Annual Leave and Sick Leave**

The employee may choose to use accrued annual leave while on any FMLA leave, but will not be required to do so by the City. Those employees with accrued sick leave banks may choose to substitute sick leave in place of annual leave, or they may choose to supplement their leave with sick-leave hours after their annual leave has been depleted. The use of annual leave and/or sick leave occurs simultaneously with FMLA leave and does not extend the length of FMLA leave.

**9. Both Spouses Employed by City**

When both spouses are employees of the City, each spouse may take up to 12 weeks of FMLA leave per leave year. The leaves may run simultaneously.

**10. Continuation of Insurance and Payment of Premiums**

An employee on FMLA leave may choose to continue existing health-care benefits (health and dental) and life insurance if they so desire. As required by law, these benefits will be maintained under the same conditions and at the same level of City contribution as before the employee goes on leave. If there are changes to the City's contribution levels and/or premium rates while the employee is on leave, those changes will take place as if the employee were still on the job. The employee will be required to continue payment of the employee portion of the health-care and/or other insurance coverage they choose to continue. The employee may choose not to retain health-care or other insurance coverage during FMLA leave. When the employee returns from leave, they will be reinstated on the same terms as prior to taking leave, without any qualifying period, physical examination, exclusion of pre-existing conditions or other requirement.

**11. Premium Reimbursement**

The employee will be required to reimburse the City for any premiums paid during the leave if the employee does not return to work, unless the employee cannot return to work due to the continuation of a serious health condition of the child, spouse, parent or employee, or due to other circumstances beyond the control of the employee.

**12. Return to Work**

An employee returning from leave should notify the supervisor of intent at least two work days prior to the anticipated return date. The employee will be required to submit a fitness for duty or return-to-work report, signed by the treating doctor, prior to returning to work if FMLA leave was for the employee's own serious health condition.

The employee has the right to return to the same or equivalent position with equivalent benefits, pay and other terms and conditions of employment upon returning to work. However, an employee has no guaranteed right to reinstatement or other benefits if the employee would not have been continuously employed during the FMLA leave. For example, the employee will not be reinstated: 1) if the employee is laid off during the course of the FMLA leave, or 2) if the

employee was hired for a specific term to work on a certain project and the term or project is over.

### 13. Extensions

Upon request and with the proper medical documentation the employee may extend FMLA leave through an unpaid leave of absence. This requires the approval of the Department Director and the City Administrator. In this instance, refer to the City's Unpaid Leave of Absence policy. That policy will continue to apply in situations which are beyond those addressed by the FMLA.

### 14. Military Family Leave Entitlements

City of East Bethel Personnel Policies & Rules

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

A FMLA Certificate of Qualifying Exigency for Military Family Leave will need to be completed. Please see Human Resources for additional information.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. The employee must be a spouse, son, daughter, parent or "next of kin" to the service member. Next of Kin definition is nearest blood relative other than the covered service member's spouse, parent, son or daughter, in this order:

- a. Blood relatives granted legal custody
- b. Brothers and sisters
- c. Aunts and uncles
- d. First Cousins
- e. Service member's designee (in writing).

A "covered service member" means a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status, or is on the temporary disability retired list.

During the single 12-month period, an eligible employee shall be entitled to a combined total leave of 26 workweeks for leave that falls under the general FMLA requirements and for leave under the service member family leave requirements.

An eligible employee may be entitled to take more than one period of 26 workweeks of leave if the leave is to care for different covered service members or to care for the same service member with a subsequent serious injury or illness. However, the eligible employee is limited to taking no more than 26 workweeks of leave in each "single 12-month period."

A husband and wife, who are eligible for FMLA leave and are employed by the City, are limited to a combined total of 26 workweeks of leave during the "single 12-month period."

Former members of the armed forces, including former members of the National Guard or Reserves, and members on permanent disability retired list do not qualify for the Military Family Leave entitlement of 26 weeks.

A FMLA Certificate for Military Family Leave will need to be completed. Please see Human Resources for additional information.

Please see Human Resources for additional details on these types of leave.

**15. Effect on Benefit Accrual**

Employees using paid leave will continue to accrue benefits. The employee will not accrue benefits such as annual leave while on unpaid FMLA leave. Step and vacation increases will be extended by the length of the leave.

**16. Additional Information**

Please see Human Resources for additional information.

**7.13 Limitation of Grants of Leave without Compensation**

Sick leave and vacation leave accruals will not accumulate during leave of absence without compensation; accrued amounts of both sick leave and vacation leave will remain on the record at the inception of the leave of absence and shall continue upon the return of the employee. If the leave extends for more than 30 days, health and dental coverage and life insurance premiums must be paid in full by the employee during such leave or the coverage will lapse. For leaves without compensation of 30 days or less, the City will continue its normal premium contribution or as policy allows.

**7.14 Leave Extension Request**

Failure on the part of the employee to request and receive authorization for an extension of leave within three working days of expiration of initial leave is considered as a resignation from employment.

**7.15 Reinstatement From Leave of Absence**

1. An employee returning from leave must notify the employee's supervisor at least two weeks prior to the anticipated return date.
2. Upon return from a leave of absence, the employee will be assigned to the previously held position or a position in a comparable class except as herein provided.
3. An employee may be returned to employment at any time prior to the expiration of the leave by the action of the City Administrator.
4. Employees returning from leave will retain all previously accrued benefits of employment and seniority.

**7.16 Inclement Weather Leave**

On days when severe weather occurs, the City of East Bethel offices, operations and facilities will remain open. When severe weather conditions prohibit an employee to report to work or an employee leaves work due to weather, the employee will use either vacation leave or unpaid leave for such absence unless otherwise determined by the City Administrator.

**7.17 Voting Leave**

Every employee who is eligible to vote in an election has the right to be absent from work for a reasonable time necessary to appear at the employee's polling place, cast a ballot, and return to work on the day of that election. Elections covered by this section include a regularly scheduled state primary or general election, an election to fill a vacancy for a U.S. senator or representative, or an election to fill a vacancy for a

state senator or representative. As with other leaves, employees need to specifically request time off to vote to avoid coverage issues.

## **SECTION 8 ~ LIGHT DUTY**

**Effective Date:** 07/21/04

### **8.1 Purpose**

The purpose of this policy is to establish guidelines for temporary assignment of work to temporarily disabled employees who are medically unable to perform their regular work duties. Light duty is evaluated by the City Administrator on a case-by-case basis. This policy does not guarantee assignment to light duty.

### **8.2 Policy**

The City of East Bethel's "Light Duty Program" is for short-term, temporary disability-type purposes; assignment of light duty is at the discretion of the City Administrator. The City Administrator reserves the sole right to determine when and if light duty work will be assigned.

### **8.3 Procedure: Applying for Light Duty Work**

When an employee is unable to perform the essential requirements of the employee's job due to a temporary disability, the employee will notify the City Administrator or Department Head in writing as to the nature and extent of the disability and the reason why the employee is unable to perform the essential functions, duties, and requirements of the position. This notice **must** be accompanied by a physician's report containing a diagnosis, current treatment, and any work restrictions related to the temporary disability including the expected time frame regarding return to work full time with no restrictions, meeting all essential requirements and functions of the City's position description along with a written request for light duty.

The City may require an independent evaluation conducted by a physician selected by the City to verify the diagnosis, current treatment, expected length of temporary disability, and work restrictions.

It is at the discretion of the City Administrator whether or not to assign light duty work to the employee. Although this policy is handled on a case-by-case basis, light duty is recommended to last no longer than six months.

The circumstances of each disabled employee performing light duty work will be reviewed regularly.

## **SECTION 9 ~ SEPARATION FROM EMPLOYMENT**

**Effective Date:** 07/21/04

### **9.1 Resignations**

#### *1. Employment in Good Standing*

To leave employment in good standing employees must submit written resignation to the employer. Such written notices must indicate the effective date of resignation and must be submitted at least fourteen (14) calendar days before such effective date. Failure to comply with this procedure may be considered cause for denying future employment by the municipality and denial of benefits.

2. *Unauthorized Absences.*

Unauthorized absence from work for a period of three working days may be considered as resignation without benefits.

**9.2 Dismissal**

The City Administrator may involuntarily dismiss an employee for reasons other than those reasons described in Section 9.3 related to Lay-Offs, retains the right to an immediate discharge of an employee for cause.

**Comment [MM11]:** This language modifies "at-will" employment limiting the City's ability to dismiss an employee.

**9.3 Lay-Offs**

The City Administrator may lay off any employee whenever such action is made necessary by reason of shortage of work or funds, the abolition of a position, or because of changes in the organization, or for any other non-disciplinary reason. A full-time benefit earning employee who is laid off from employment shall be provided with a minimum of 14 days advance notice of such layoff or as provided for in Labor Agreement.

A laid off full-time benefit earning employee shall have the rights to recall to the same position from which the employee was laid off for up to six months (180 calendar days) following the layoff.

**Comment [MM12]:** Is there a specific position you are thinking about? Otherwise, I recommend that the City get rid of this provision as well.

Part-time, seasonal, temporary, non-benefit earning employees may be separated from employment at any time, without advance notice and shall have no recall rights.

**SECTION 10 ~ RECORDS AND REPORTS**

**Effective Date:** 07/21/04

**10.1 Personnel File**

The official personnel file for each regular employee is in the Administration office with the exception of data regarding benefits, which is maintained in Finance. The employee's personnel file contents are proprietary to the City and the employee may not exercise his/her right to review their file more often than once every six months unless new information has been added to the file.

**10.2 Position Descriptions**

The City Administrator, with assistance of Department Heads shall establish and maintain a job description for each position. Administration will maintain the official copy of each current job description for regular positions.

**10.3 Performance Reports**

Department Heads and Supervisors shall conduct performance evaluations with regular employees on an annual basis. Evaluations may be conducted more frequently if an employee's performance is unsatisfactory, there are changes to the position or as determined by the supervisor. Performance evaluations should be discussed with the employee before being submitted to the City Administrator. Performance evaluations shall be retained in the employee's personnel file.

**SECTION 11 ~ EXPENSE REIMBURSEMENT**

**Effective Date:** 07/21/04

**11.1 Clothing/Foot Protection**

1. Eligible Employees

All full and part time regular and seasonal employees in the work area of government buildings divisions and employees engaged in building inspection and engineering inspection/survey; golf course maintenance personnel as well as all others so designated.

2. Procedure

Full-time employees will be reimbursed an allowance of \$100 per calendar year for purchase of work clothing, protective clothing, safety jackets or vests, steel toed boots/shoes; uniform or rental of such work clothes for use on the job for the City of East Bethel. The employer will reimburse part-time and/or seasonal employees an allowance of \$50 per calendar year for the above listed purchases.

The City reserves its right to ensure allowance is used for appropriate work attire. Receipts and description of purchase/rental required prior to reimbursement.

Employees who choose to be reimbursed by the City for the optional clothing and/or footwear described above must submit to his/her supervisor a clothing/foot protection reimbursement form and proof of purchase. The supervisor will then submit this documentation to the City Administrator or his/her designee for final approval.

**11.2 Mileage**

Personal vehicle use for authorized trips, meetings, work, etc., will be reimbursed at the rate consistent with IRS regulations. Mileage reimbursement requests must be in writing and approved by the City Administrator. Use of personal vehicle for work purposes must be pre-approved by the City Administrator or his/her designee.

**11.3 Travel**

Reimbursements of travel expenses are intended to refund actual costs incurred by City employees and officials while traveling as authorized representatives of the City of East Bethel. To qualify for travel reimbursement, trips must have the prior approval of the City Administrator and be recognized as part of the adopted annual budget. Requests for travel advances intended to defray costs incurred while on a trip and prior to submission of an expense report shall be submitted to the City Administrator for approval at least three weeks in advance of the trip. Travel advances shall be limited to 90 percent of the estimated expenses for lodging, meals, and other related travel expenses. Costs of transportation and registration shall be advanced in full.

1. Expense Claim

City of East Bethel Personnel Policies & Rules

A properly verified, itemized expense claim shall be submitted to the City Administrator for approval within five business days following the date of return from an authorized trip.

Expense claims shall be accompanied by receipts for:

- a. Transportation costs to and from the destination via coach, tourist, or economy class transportation.
- b. Lodging costs not to exceed a reasonable single-occupancy rate as determined by the City Administrator.
- c. Conference or meeting registration fees.
- d. Any unusual items for which advance approval has been obtained from the City Administrator.

2. Mode of Transportation

The mode of transportation must be approved by the City

Administrator prior to any authorized trip. Personal automobile use for authorized trips will be reimbursed at a rate consistent with IRS regulations, or an amount equal to air travel tourist class, whichever is lesser.

3. Reimbursement for Meals  
Reimbursement for meals while on authorized travel will be for actual expenditures not to exceed \$35.00 per day.

4. Other  
Employees and officials of the City shall be reimbursed for individual or actual meal cost unless meal cost is part of function. See current pay plan for maximum allowable amount.

## **SECTION 12 ~ TUITION REIMBURSEMENT**

**Effective Date: 07/21/2004; revised 07/02/2008**

### **12.1 Eligibility**

Regular full time employees, upon successful completion of their probationary period, may be reimbursed for full tuition only for courses taken at the post high school level. Part time and seasonal employees are not eligible for tuition reimbursement.

### **12.2 Qualifications**

To qualify for reimbursement, the following criteria must be satisfied:

1. Employees interested in pursuing advanced education must submit a Tuition Advance Request application to their supervisor by May 1 in the year prior to the classes for appropriate budgeting consideration.
2. The class must be taken from accredited institutions of higher learning or vocational-technical schools.
3. Course work must be work related as determined by the City Administrator.
4. Prior approval of the City Administrator must be obtained before enrollment or registration for course is permitted and eligible for reimbursement.
5. Course must be satisfactorily completed with a minimum grade of "C".
6. Courses taken on a "pass/fail" basis are not eligible under this program.

### **12.3 Reimbursement Limitations**

1. Reimbursement under this program to eligible employees is 1/3 the tuition cost of a college course not to exceed \$2,000 per calendar year.
2. Reimbursement is limited to the cost of the course (registration, tuition, etc.) from all sources.
3. All tuition reimbursement will be subject to applicable IRS regulations.
4. Employees participating in Tuition Reimbursement do so on a voluntary basis. Travel to and from classes, time spent in class and studying, and mileage are not compensable or reimbursable.
5. The Tuition Reimbursement program is mutually beneficial to the City and the employee. Employees who receive tuition reimbursement and who do not complete at least two (2) years of employment with the City after such reimbursement, will be required to repay the reimbursement on a pro-rated basis for the two (2) years. The two (2) year commitment will be adjusted from the date the tuition reimbursement is issued.

The pro-ration schedule for repayment will be as follows:

- a. Up to 1 year, full repayment
- b. 1 – 2 years, 50% repayment
- c. After 2 years, no repayment required.

## 12.4 Forms

City of East Bethel Personnel Policies & Rules

Tuition Reimbursement forms are available from the Human Resources Director. A photocopy of the completed Tuition Reimbursement form will be placed in the employee's personnel file.

## 12.5 Program Continuation

The City reserves the right to discontinue the program at any time, with or without notice.

### **SECTION 13 ~ MOTOR VEHICLE OPERATING**

**Effective Date:** ~~07/21/04~~

#### **13.1 Purpose**

~~The purpose of this policy is to identify the conditions and terms under which city vehicles may be operated by City employees.~~

#### **13.2 Standards**

~~Employees, including Fire Fighters, must maintain less than four (4) points on their evaluations to operate City owned vehicles and equipment. If there are four or more points assigned to any employee or fire fighter, that employee may not operate City owned equipment or vehicles until the point total is less than four.~~

~~Each employee and firefighter has the responsibility to inform his/her supervisor of citations.~~

#### **13.3 Definitions**

The following definitions shall apply to this policy.

~~Minor Citation means any moving traffic citation receives unless it is qualified as a Major Conviction as defined below. This category does not include cases involving motor vehicle equipment, load or size violations; improper or failure to display proper licensure; failure to display or sign registration card; or failure to have in possession a valid driver's license.~~

~~At-Fault Accident means any accident where the driver has been identified as having caused the accident or negligently contributed to it occurrence.~~

~~Major Conviction means an citation that involves driving while intoxicated or under the influence of drugs or alcohol; failure to stop and report an accident; homicide, manslaughter or assault arising out of operation of a motor vehicle; driving while license is suspended or revoked; reckless driving; possession of open alcoholic beverage container; or speed contest, drag racing or attempting to elude a law enforcement officer.~~

~~Incident means a Minor Citation, At-Fault accident or Major Conviction as identified above.~~

#### **13.4 Citation Categories and Points**

The time period considered for violations and points is generally three years. However, major convictions such as DUI may be counted for a period of five years.

<b>CITATION CATEGORIES</b>	<b>Points</b>	<b>Review</b>
Minor, no accident involved	1	3 Years
At fault accident	2	5 Years
Others not included above	2	3 Years

Major (within 3 years)	6	3 Years
Major (within 5 years)	3	5 Years
<b>ADDITIONAL POINTS</b>		
	<b>Points</b>	<b>Review</b>
Two incidents within most recent 18 months	1	1.5 Years
Three or more incidents within most recent 18 months	2	1.5 Years

Adopted by the City Council of the City of East Bethel this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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Attest: \_\_\_\_\_ Signed: \_\_\_\_\_

\_\_\_\_\_

**ACKNOWLEDGEMENT OF RECEIPT AND UNDERSTANDING**

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I, \_\_\_\_\_, of the City of

\_\_\_\_\_ Name \_\_\_\_\_ Position

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East Bethel hereby acknowledge that I have received a copy of the City of East Bethel Personnel

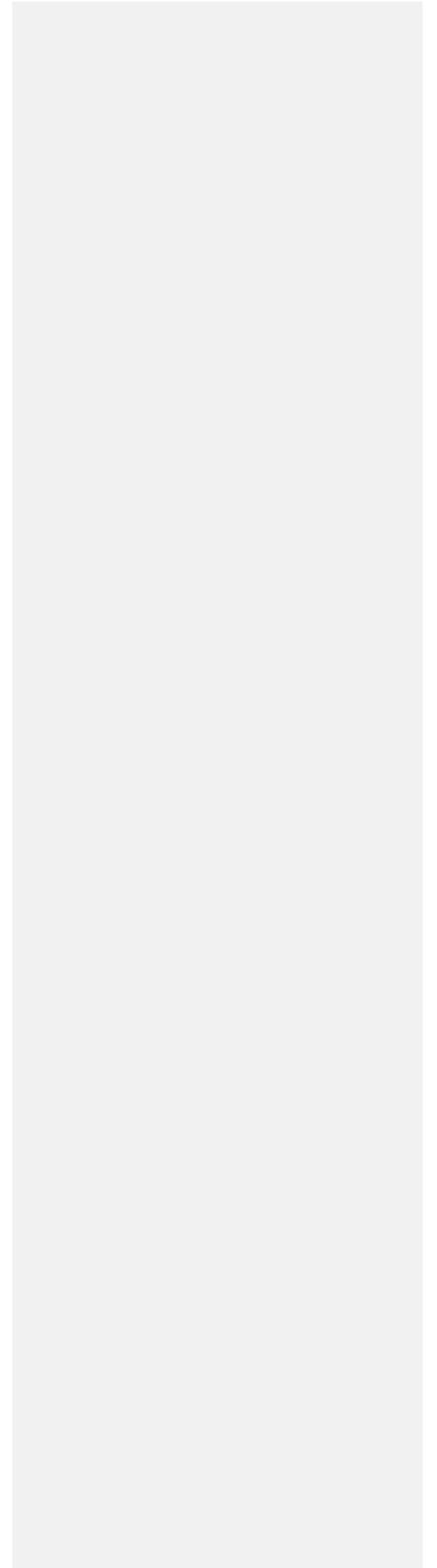
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Policies dated \_\_\_\_\_, 20\_\_\_\_ and have read and understand the information contained therein. I

understand that I am an at will employee unless I belong to a collective bargaining entity, \_\_\_\_\_

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Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.





**CITY OF EAST BETHEL**  
**PERSONNEL POLICIES**

Successful public relations are a very important element in every City Employee's job. It is important to be considerate, pleasant, prompt and brief in all dealings with the citizens of the City of East Bethel. The impression we make over the phone, email or in person, whether good or bad, will be the one that the citizen will remember. It is the mission of the City of East Bethel to provide the highest quality service to East Bethel residents and taxpayers in the most effective, efficient manner possible. Proper adherence by all City Employees to these policies will help attain that goal.

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## SECTION 1 ~ PURPOSE

### 1.1 Purpose

The information in these personnel policies serve only as a general reference to East Bethel's current policies and procedures. None of these rules and policies constitutes a contract between the employee and the City. These rules and policies are not a guarantee of continued or future employment or intended to alter the at will employment relationship between the City and employee. Employees have the right to terminate their employment at any time, for any reason or no reason, and the City retains a similar right, subject to any statutory or constitutional restrictions placed upon it as a public employer.

### 1.2 Equal Opportunity Employer

**Non-Discrimination:** The City of East Bethel strives to provide full and equal opportunities for every person in all areas related to employment, training, promotion and compensation. No individual shall be discriminated against with respect to compensation, terms, conditions or other privileges of employment because of race, color, creed, religion, gender, age, national origin, sexual orientation, marital status, veteran status, public assistance status, disability, membership or non-membership in a labor organization, genetic information, or to any other group or class against which discrimination is prohibited by State or federal law. Employees will be evaluated solely on the basis of their conduct, compliance with the City of East Bethel's policies, practices and reasonable expectations, and their performance.

The City of East Bethel is committed to the fair and equal employment of people with disabilities. The City will reasonably accommodate qualified individuals with disabilities unless the accommodation would impose an undue hardship. In accordance with state and federal law, accommodations will be provided to qualified individuals with disabilities when such accommodations are directly related to performing the essential functions of a job, competing for a job, or to enjoy equal benefits and privileges of employment.

Current employees must inform the City Administrator of the need for an accommodation. Thereafter, the employee may be asked to provide supporting documentation as to the employee's functional limitations in support of their request for an accommodation. Any medical documentation that is collected will be maintained on separate forms and in separate locked medical files. The information will only be shared with those individuals who have a legitimate business interest to know or if any emergency arises.

Once a qualified individual has requested an accommodation, the City will consult with the employee to determine the procedure moving forward. Employees who are dissatisfied with the decision(s) pertaining to an accommodation request made to the City Administrator may submit their concern, in writing, to the Finance Director, who thereafter shall be responsible for meeting with the employee to determine the extent of coverage provided to the employee.

If an applicant or employee believes that he/she, or another applicant or employee, have been unlawfully discriminated against, the individual must bring this to the attention of the

City Administrator. Employees at the City can bring complaints, ask questions, and raise concerns under this policy without fear of reprisal or retaliation.

This Equal Employment Opportunity Policy applies to all aspects of the employee's employment and to all applicants. All employees and applicants are responsible for understanding, adhering to and strictly enforcing this policy.

### **1.3 Adoption and Amendment**

These rules were prepared and recommended by the City Administrator at the request of the City Council. The City of East Bethel reserves the right to unilaterally modify the personnel rules, polices and ordinances as may be necessary to ensure continued compliance with federal, state and local requirements and to meet the fiscal needs of the City of East Bethel.

### **1.4 Application - Positions**

All employees (regular full and part-time), offices and positions in the municipal employ, now existing or hereafter created, will be subject to the provisions of these regulations except the following:

1. Elected officials (except as noted herein)
2. Members of boards and commissions (except as noted herein)
3. Volunteer members of the Fire Department (except as noted herein)
4. City Administrator (except as noted herein)
5. City Attorney
6. Persons engaged under contract to supply expert, professional, technical, or any other services
7. Other positions so designated by the City Council (except as noted herein)

### **1.5 Collective Bargaining**

All Employees covered by a collective bargaining agreement entered into in accordance with the Public Employers Labor Relations Act, Minnesota Statutes §179.61 – 179.77, and §179A.01 – 179A.25 shall be exempt from any of the provisions contained in these personnel policies that directly conflict with the terms contained in the collective bargaining agreement.

## SECTION 2 ~ DEFINITIONS

Unless otherwise indicated, the following words and terms have meanings indicated below:

**Appointment:** a regular assignment to a position in the City service.

**Days:** Calendar day; including Saturday, Sunday, and holidays unless otherwise specified.

**Demotion:** a change of an employee's status from a position in one job class to a position in another job class with fewer responsibilities and duties and may result in a lower salary range.

**FLSA:** Fair Labor Standards Act (FLSA) which is a federal law regarding minimum wage and overtime compensation, classifying positions as exempt or non-exempt.

**Exempt Employee:** employees specifically exempt from the overtime compensation provisions of applicable FLSA (Fair Labor Standards Act) legislation as defined and limited by administrative rules and regulations.

**Non-exempt:** employees who are entitled to a minimum wage and overtime compensation pursuant to applicable fair labor standards legislation (FLSA).

**Position:** a group of current duties and responsibilities requiring the full-time or part-time employment of one person.

**Regular Full-Time:** an employee who is scheduled to work a 40-hour workweek or more and was hired for service duration in excess of 12 months and has successfully completed the probationary period.

**Regular Part-Time:** an employee who works less than the 40-hour workweek and was hired for service duration in excess of six months and has successfully completed the probationary period.

**Temporary Full-Time:** an employee who works a 40-hour workweek whose employment is limited by duration of a specific project or task.

**Temporary Part-Time:** an employee who works less than the 40-hour workweek whose employment is limited by duration of the specific project or task.

**Probationary Employee:** an employee who is serving a probationary period in a position to or from which the employee was appointed, promoted, transferred, demoted, reclassified or reinstated.

**Probationary Period:** a six to twelve month working trial period.

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

**Reclassification:** a change in classification of an individual position by raising it to a higher job class, reducing it to a lower job class, or moving it to another class at the same

level on the basis of significant changes in kind, difficulty or responsibility of the work performed in such a position.

**Veteran:** a person defined as a veteran by Minnesota Statutes, Section 197.447.

**Veteran's Preference:** the preference granted to veterans by Minnesota Statutes, Chapter 43A.11 and Chapter 197.481.

**Workday / Workweek:** A normal workday is 8:00 AM to 4:00 PM and a normal work week is Monday through Friday. However, department heads and supervisors may change the normal workweek to meet departmental workload and the needs of the City subject to the review and approval of the City Administrator.

## SECTION 3 ~ CONDUCT AND ETHICS

### 3.1 Employee Conduct

It shall be the duty of employees to maintain high standards of cooperation, efficiency and integrity in their work. The City's employee conduct policies are designed to provide notice of the City's expectations for all of its employees. The City requires that its employees obey these rules of conduct, which are intended to protect the interests and safety of all employees and the City.

The City reserves the right to handle each disciplinary situation as it deems necessary. The City has the right to discipline and terminate employees for any lawful reason, including reasons not specified in these personnel policies, with or without cause, notice or prior warning or discipline, at any time. Employees are responsible for knowing, understanding and adhering to the City's rules of conduct. No employee at the City is guaranteed prior warning or discipline before termination, although there will generally be such warnings prior to discipline. Discipline may include, but is not limited to, verbal or written warnings, paid or unpaid suspensions, prospective reductions in pay, demotions, ineligibility for promotions, benefits or raises, counseling or other required conditions for retaining employment, last chance warnings, or termination, without opportunity for reemployment. Employees covered by a collective bargaining agreement are required to follow the standard of employee conduct established in this policy but are subject to the disciplinary measures covered in the collective bargaining agreement, if those disciplinary measures are in conflict with the disciplinary measures outlined herein.

Since it is impossible to provide an exhaustive list of misconduct, the following is a non-exclusive list of examples of conduct that may result in discipline, up to and including termination of employment:

1. Inadequate performance, failure to work efficiently, to produce satisfactory results, or to meet reasonable production and/or quality standards.
2. Inability or unwillingness to perform the assigned job.
3. Failure to promptly respond to client communications or inquiries.
4. Failure to follow the orders of a direct supervisor or the City Administrator.
5. Being absent from work without permission.
6. Unacceptable absenteeism or tardiness.
8. Leaving work prior to the completion of scheduled or approved overtime hours.
9. Failure to follow through with the completion of a work assignment.
10. Engaging in any other business or employment that conflicts with or interferes with an employee's responsibilities to the City.
11. Working on personal matters during working time.
12. Divulging or misusing confidential information, attorney client privileged communications, attorney work product or other confidential information of any kind.
13. Inability to get along with fellow employees so that the work being done is hindered and not up to required levels.

14. Making derogatory or false accusations so as to discredit or demean other employees, management, or the City Council.
15. The use of profanity or abusive language towards a fellow employee, management or member of the general public while performing work on behalf of the City.
16. Conduct on the job which violates the common decency or morality of the City or the community.
17. Lying to supervisors or the City Administrator in connection with one's employment.
18. Dishonesty, including intentionally giving false information, intentionally falsifying records, intentionally logging false time records for payroll, or making false statements when applying for employment.
19. Removal of the City's money or property without permission.
20. Unauthorized or inappropriate use of telephones, facsimiles, mail, e-mail, copiers, computers or other equipment.
21. Possession or use of firearms, explosives, weapons or other dangerous or unlawful materials on the City's property (including the City's parking lots), unless otherwise permitted by state law.
22. Failure to observe property security procedures.
23. Failure to observe safety rules and regulations.
24. Reporting to work under the influence of intoxicants or nonprescription/illegal drugs or using such substances while on City property.
25. Conviction of a felony, gross misdemeanor or serious regulatory or ethical offense, whether on duty or off duty, which adversely affects the City by bringing it into disrepute, by exposing the City to the risk of liability or expense, by undermining the employee's ability to effectively perform his or her duties, or by reducing the community or co-worker confidence in the employee.
26. Violation of a City policy, including the policies on discrimination, harassment and retaliation.
27. Violation of any other City policy, rule, practice or standard, failure to meet standards or reasonable expectations of the City or any other conduct which the City lawfully determines to be adverse to its needs or interests
28. Other misconduct or actions unbecoming the employee.

### **3.2 Prohibition of Harassment and Retaliation**

The City is committed to providing a work environment that is free of unlawful discrimination. This policy prohibits harassment or retaliation based upon race, color, religion, creed, age, sex, national origin, ancestry, marital status, pregnancy, disability (including those related to pregnancy or childbirth), membership or non-membership in a labor organization, sexual orientation, genetic information, complaining in good faith to the Employer or to a public authority, lawful requests for access to or to make written submissions to one's personnel file, status with regard to public assistance, or any other characteristic or activity protected under federal, state, or local law. Complaints alleging retaliation or harassment, including but not limited to sexual harassment, based upon any protected characteristics or activity will be handled as described in the Reporting Procedure section.

### **Sexual Harassment**

The City strictly forbids sexual harassment in the workplace. The “workplace” includes all of the City’s premises, and any other locations where City-sponsored activities take place, any off-site location where City business is conducted, and on social networking sites if the City, its community members, suppliers or employees are referenced or included in communications. "Sexual harassment" has been defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- a. Submission to such conduct is made a term or condition, either explicitly or implicitly, of an individual's employment;
- b. Submission to or rejection of such conduct by an individual is used as a factor in decisions affecting that individual’s employment; or
- c. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creates an intimidating, hostile or offensive work environment, and the employer knew or should have known of the existence of the harassment and failed to take timely and appropriate action.

### **Reporting Procedure**

If an employee believes that he/she has been subjected to any conduct or statement that could be viewed as harassment or retaliation, the employee must:

- First:** Tell the harasser/retaliator to stop.
- Second:** Immediately report the incident to his/her direct supervisor, Human Resources or the City Administrator.
- Third:** If the conduct continues, this should also be immediately reported to one of the above individuals.

If an employee or a supervisor witnesses an incident that might be viewed as harassment or retaliation, the employee or supervisor must follow steps two and three above. Failure to do so may result in disciplinary action, up to and including termination.

Any incident, complaint or report will be investigated, including those arising after an employee’s termination of employment. Complaints and actions taken to resolve harassment or retaliation will be handled as confidentially as possible, given the City’s obligation to investigate and act upon such incidents, complaints or reports.

Employees may bring complaints, ask questions, and raise concerns under this policy without fear of reprisal or retaliation. All employees are responsible for understanding, adhering to and strictly enforcing this policy. Violation of this policy may result in discipline, up to and including termination.

### **Investigation and Recommendation**

The City will, upon receipt of a report or complaint alleging harassment, retaliation, or other inappropriate conduct, authorize an investigation.

In determining whether alleged conduct constitutes harassment, retaliation, or other inappropriate conduct, The City may consider the surrounding circumstances, the nature of

the alleged statements or conduct, the relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes harassment, retaliation, or other inappropriate conduct, requires consideration of all the facts and surrounding circumstances.

The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint or report has been made, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint or report. The investigation may also include any other lawful methods deemed pertinent by the investigator. In addition, the City may take immediate steps, at its discretion, to protect the complainant, witnesses or other employees pending completion of an investigation.

#### **Prohibition Against Retaliation**

The City will discipline any individual who retaliates against any person who complains of or reports alleged harassment, retaliation, or other inappropriate conduct, or who retaliates against any person who testifies, assists or participates in an investigation, proceeding or hearing relating to a harassment complaint.

#### **Discipline and Other Appropriate Action**

The City may take any appropriate action it deems necessary to punish harassment, retaliation or other inappropriate conduct and to prevent reoccurrence of any such conduct. Depending upon the results of an investigation and severity of any incident, the City may take disciplinary action, up to and including termination, as well as issuing general reminders of its policy, and/or conducting orientation and training sessions.

### **3.3 Workplace Violence**

The City seeks to provide a safe and secure workplace environment for employees, vendors, suppliers and the general public. Violence, or the threat of violence, has no place in any facility of the City. This policy addresses the City's commitment to preventing the potential for violence in and around the workplace and to fostering a work environment of respect and healthy conflict resolution.

Violence or the threat of violence, by or against any City employee or other person while at a City workplace or worksite is unacceptable and may subject the individual to serious disciplinary action, up to and including immediate termination, and/or criminal charges. The City will take every reasonable action to protect the life, safety and health of employees and will provide as rapid and coordinated a response as possible to violence or threats of violence at any worksite.

Possession, use, or threat of use, of any object that could be considered a dangerous weapon, including all firearms, is not permitted at the workplace, on City property (including City parking lots), or at a City worksite (including worksite parking lots), unless such possession or use is an approved requirement of the job. (Hunters must retrieve weapons from home after work prior to leaving on hunting trips.)

Employees who feel that the workplace violence policy has been violated must immediately report such conduct to the City Administrator.

### 3.4 Drug and Alcohol Free Workplace

Employees are required to report to work on time and in appropriate mental and physical condition for work. No employee shall be under the influence of any drug or alcohol while the employee is working or while the employee is on the employer's premises or operating the employer's vehicle, machinery or equipment, except to the extent authorized by a valid medical prescription. Violations of this policy will result in disciplinary action, up to and including termination, and may have legal consequences.

#### 1. Drug and Alcohol Testing

##### a. Purpose

This policy is to provide for the testing of employees and job applicants in conformance with the requirements of Minnesota Statutes Chapter 181.950 to 181.957.

##### b. Scope

This drug and alcohol testing policy applies to all employees of the City and to all job applicants who have received a contingent offer of employment by the City.

##### c. Definitions

For the purposes of the Policy, the following definitions will apply:

1. **Alcohol** - Ethyl alcohol.
2. **Confirmatory Test and Confirmatory Retest** - A drug or alcohol test that uses a method of analysis allowed under one of the programs listed in Minnesota Statute Chapter 181.953, Subd. 1.
3. **Conviction** - A finding of guilty (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of state or federal criminal drug statutes.
4. **Drug** - A controlled substance as defined in Minnesota Statute Chapter 152.01., Subd. 4. and/or if required by law, the federal Drug-Free Workplace Act of 1988.
5. **Drug and Alcohol Testing, Drug or Alcohol Testing, and Drug or Alcohol Test** - Analysis of a body component sample according to the standards established under one of the programs listed in Minnesota Statute Chapter 181.953,

Subd.1 for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.

6. **Drug paraphernalia** - An item or items described in Minnesota Statute Chapter 152.01, Subd. 18.
7. **Employee** - A person defined as an employee of the City under the State of Minnesota Public Employment Labor Relations Act in Minnesota Statutes Chapter 179A.03, Subd. 14.
8. **Employer** - The City of East Bethel acting through its designees of the City Council.
9. **Initial Screening Test** - A drug or alcohol test which uses a method of analysis under one of the programs listed in Minnesota Statutes Chapter 181.953, Subd. 1. and which is capable of detecting the presumptive presence of a drug, drug metabolite, or alcohol in a sample.
10. **Job Applicant** - A person who applies to become an employee of the City, and includes a person who has received a job offer made contingent on the person passing a drug test.

11. **Premises** - All property and locations in which the City is operating or has established a presence.
12. **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 Minnesota Statutes Chapter 181.953, Subd. 1. An alcohol test will be considered positive if the testee has an alcohol concentration level of at least .02 or a lesser level if it is accompanied by an odor of an alcoholic beverage or signs of physical impairment in violation of the City's Personnel Policy. A residue amount of alcohol will be considered a positive test result only if accompanied by a violation of the City's personnel policies.
13. **Reasonable Suspicion** - A basis for forming a belief based on specific facts and rational inferences drawn from those facts.
14. **Safety-sensitive position** - 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.
15. **Under the influence** – Having the presence of a drug or alcohol at or above the level of a positive test result.

**d. Circumstances under which testing may occur:**

Any employee or job applicant of the City may be tested under the following circumstances:

1. **Job Applicant** - A job applicant may be requested or required to undergo drug testing after a job offer has been conditionally made and before commencing employment in the position. Alcohol testing will not be a part of a post-offer pre-employment physical examination.
2. **Treatment Program Testing** - The City may test any employee referred by the City for chemical dependency treatment or evaluation at any time and without prior notice during the period of treatment or evaluation and for up to two (2) years following completion of any prescribed chemical dependency treatment or evaluation program in accordance with Minnesota Statutes Chapter 181.951, Subd.6.
3. **Reasonable Suspicion Testing** - No employee will be tested for drugs or alcohol under this policy without the person's consent. If, however, the City asks an employee to undergo a drug or alcohol test and the employee refuses, the employee may be subject to disciplinary action. The City may request or require an employee to undergo drug or alcohol testing if the employer has a reasonable suspicion that the employee:
  - i. is under the influence of drugs or alcohol;
  - ii. has violated the employer's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol while the employee is on the employer's premises or operating the employer's vehicle, machinery, or equipment;
  - iii. has sustained or caused another person to sustain a work related personal injury; or
  - iv. has caused a work related accident or was operating or helping to operate machinery, equipment, or vehicle involved in a work related accident.

**e. Criteria for Selecting Testing Laboratories**

When an employee or job applicant is to undergo drug or alcohol testing, the testing laboratory shall be certified and accredited to meet the criteria in accordance with Minnesota Statutes Chapter 181.953, Subd. 1.

**f. Refusal to Undergo Testing**

1. **Job Applicants** - Job applicants may refuse to undergo drug testing. However, if a job applicant refuses to undergo drug testing requested or required by the employer, no such test shall be given and the job applicant shall be deemed to have withdrawn the application for consideration for employment.
2. **Employees** - Employees may refuse to undergo drug testing. However, if an employee refuses to undergo drug and alcohol testing carried out in conjunction with this Policy the employee may be subject to discipline including, but not limited to, discharge.

**g. Tampering with the Urine or Blood Sample:**

If an employee tampers with his or her own urine or blood sample, or in any way deliberately causes a sample to be invalid, the employee may be subject to discipline including, but not limited to, discharge.

**h. First Failure to Pass Drug and Alcohol Testing**

Without evidence of any other misconduct any employee who for the first time has a positive test result on a confirmatory test will not be subject to discipline, including but not limited to discharge unless:

1. The City has 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 or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the City after consultation with a certified chemical use counselor or physician trained in the diagnosis and treatment of chemical dependency; and
2. The employee has either refused to participate in such a program or has failed to successfully complete the program within a reasonable time as evidenced by withdrawal or a positive test result on a confirmatory test after completion of the program.

**i. Failure to Pass Drug and Alcohol Testing**

1. **Initial Screening Test (Employee)** - The City will not discharge, discipline, discriminate against or require rehabilitation of an employee solely on the basis of a positive Initial Screening Test that has not been verified by a Confirmatory Test. However, the City may temporarily suspend a tested Employee whose test results are positive or transfer the Employee to another position at the same rate of pay pending the outcome of a Confirmatory Test (and, if requested, a Confirmatory Retest) if the City believes it is necessary to protect the health or safety of the employee, co-workers or the public. An employee who is suspended without pay will be reinstated with back pay if the outcome of the Confirmatory Retest is not positive.

Requests for such a Retest must be made in writing within five (5) days of the employee's receipt of notice of the test results. An employee who receives a positive test result on a Confirmatory Test and does not request in writing a Confirmatory Retest within five (5) working days after notice of positive Confirmatory Test results, may be subject to discipline including, but not limited to, discharge subject to the provisions of this policy.

2. **Initial Screening Test (Job Applicant)** - The City will not withdraw a conditional offer of employment on the basis of a positive test result on a job applicant's Initial Screening Test. An Initial Screening Test must be verified by a Confirmatory Test (and a Confirmatory Retest, if requested) before a conditional offer of employment can be withdrawn. A job applicant who receives a positive test result of a Confirmatory Test, fails or refuses a Confirmatory Retest, or does not request in writing a Confirmatory Retest within five (5) days after notice of a positive test result of a positive test result of a Confirmatory Test, may be refused employment and will be notified of the reasons for such refusal.
3. **Confirmatory Test** - Discipline for a Confirmatory Test verifying a positive test result on an Initial Screening Test may include discharge of an employee; provided, however, that prior to discharge, the employee is given the opportunity to explain a positive test result and request and pay for a Confirmatory Retest on the original sample. If the Confirmatory Retest is not positive, no action will be taken against the employee. If the Confirmatory Retest is positive, and if it is the first positive retest result for the employee, the employee will not be terminated if the employee elects to participate, at the employee's own expense, in a drug or alcohol treatment or rehabilitation program, whichever is appropriate. An employee who either refuses to participate in the treatment or rehabilitation program or who fails to successfully complete the treatment or rehabilitation program (as evidenced by withdrawal of the program before its completion or by a positive test result on a Confirmatory Test during or after completion of the program), may be subsequently discharged.

**j. Rights of Employee or Job Applicant or Notice of Test Results**

1. An employee or job applicant who receives a positive test result on a Confirmatory Test has the right to receive a copy of the test result report and, within three (3) working days of notice of the original positive Confirmatory Test result, to submit information to the City in addition to any information already submitted to explain that result, or within five (5) working days to notify the City in writing of the employee's intention to obtain a Confirmatory Retest of the original sample at the employee's or job applicant's own expense.
2. If the Confirmatory Retest is conducted in accordance with rules established by the Commissioner of the Minnesota Department of Health by a qualified laboratory in accordance with Minnesota Statute Chapter 212.31, Subd. 4 E, and if it is not positive, the City shall reimburse the employee or job applicant for the actual cost of the Confirmatory Retest in an amount not to exceed \$100.00 and no adverse personnel action shall

be taken against the employee or job applicant based on the original Confirmatory Test.

**k. General Testing Procedures**

All testing will be performed by a licensed laboratory that certifies its compliance with the requirements of Minnesota Statutes Chapter 181.953, as from time to time amended. When the City determines to test for drug or alcohol use on any of the grounds enumerated in Section 3.2, 1, d of this policy, the following procedures will apply:

**1. Initial Screening Test**

- i. **Acknowledgment.** Before the Initial Screening Test, the employee or job applicant shall be informed of the City’s testing policy and given a form on which the employee or job applicant can acknowledge being so informed. The form shall allow the employee or job applicant to indicate any medication (prescription, signed for, or over-the counter) that the individual is currently taking or has recently taken and other information relevant to the reliability of or explanation for a positive test result. Medical information disclosed on the form shall not be used as the basis for any adverse personnel action.
- ii. If the Initial Screening Test produces a negative result, written notice of such result will be given to the individual who took the test within three (3) working days after the City receives the test result report. The employee or applicant will also be notified that they have the right to request and receive a copy of the test report.
- iii. The testing laboratory will perform a Confirmatory Test on all samples that produce a positive test result on the Initial Screening Test.

2. **Confirmatory Test.** If the Initial Screening Test produces a positive test result, a second test (known as the Confirmatory Test) will be conducted by the laboratory. If the Confirmatory Test is not positive, the City will send written notice of this fact to the employee or job applicant within three (3) working days after receiving the result.

If the Confirmatory Test produces a positive test result, the City will take the following four steps:

- i. The City will send written notice of the positive test result within three (3) working days after receiving it to the employee or job applicant.
- ii. The employee or job applicant will be informed of the right to receive a copy of the test result.
- iii. The employee or job applicant will be told of the right to explain the positive result.
- iv. The employee or job applicant will be informed of the right to request a Confirmatory Retest of the original sample at the employee’s or job applicant’s expense. The employee or job applicant has five (5) working days in which to notify the City of this request in writing.

3. **Confirmatory Retests.** If an employee or job applicant chooses to request a Confirmatory Retest, the employee or job applicant has five (5) working days within which to notify the City of this request in writing. Within three (3) days of the receipt of such request, the City will notify the original testing laboratory that it is to conduct a Confirmatory Retest or transfer the sample to another certified laboratory for retesting. If the Confirmatory Retest does not confirm the original positive test result, no adverse personnel action will be taken by the City. If the confirmatory Retest is positive, the City may withdraw its conditional offer of employment to a job applicant or terminate an employee if such employee chooses not to participate in a chemical dependency treatment or evaluation program.

**l. Data Privacy**

Test result reports and other information acquired in the drug and alcohol testing process are private data on individuals as defined in Minnesota Statutes Chapter 13, and may not be disclosed to another employer or to a third party individual, governmental agency, or private organization without the written consent of the employee or applicant tested, unless otherwise permitted by law or required by court order.

**m. Other Misconduct**

Nothing in this Policy limits the right of the City to discipline or discharge an employee on grounds other than a positive test result in a Confirmatory Test. For example, possession but not consumption of a controlled substance, the sale of a controlled substance on City premises, or conviction under any criminal drug statute for a violation occurring in the workplace, may by themselves, be grounds for discipline or discharge. Any City employee may be subject to discipline up to and including termination for violation of this Policy or any rules adopted by the City with respect to the manufacture, use, sale, or transfer of drugs and alcohol.

**n. Administrative Responsibility**

1. The City Administrator shall be responsible for implementing this Policy.
2. Each Department Manager and Supervisor shall be responsible for informing their employees of this Policy.
3. Each employee of the City shall be notified of this Policy. Employees shall acknowledge in writing of their notification of this Policy.

**3.5 Tobacco**

Tobacco products (i.e. chewing tobacco, smoking, etc.) are prohibited in City buildings and vehicles. This applies to all City vehicles and all city owned public facilities to include but not limited to park shelters, athletic complexes and municipal buildings.

**3.6 Gifts and Gratuities**

An employee may not solicit any gift or gratuity from any other employee or member of the general public. In no instance may a gift or gratuity be solicited or even hinted. In no instance may any gift or gratuity be accepted by a City employee, even if the gift or gratuity was unsolicited.

There are very limited exceptions to what is considered a gift or gratuity. The exceptions include:

1. A plaque or similar memento recognizing an individual's services in a field of specialty or to a charitable cause.
2. A trinket or memento of insignificant value.
3. Informational materials of unexceptional value.
4. Food or beverage given at a reception, meal, or meeting away from your normal place of work by an organization before whom you are appearing to make a speech or answer questions as a part of a program. All other gifts of food or beverage are prohibited. Vendor contributions to a meeting of local officials for breakfasts, hospitality rooms, snacks, or refreshments are prohibited.
5. Usual or customary gift giving among employees during the holiday season, birthdays, retirements, weddings, baby showers, rolls, cookies, flowers, etc., provided by coworkers.
6. Gifts from a family member.

Good judgment is advised. When you are faced with a situation concerning the acceptance of an item, you should seek approval from your supervisor prior to its acceptance and, if not resolved with your supervisor, proceed up the departmental ladder. It is important that each of us maintain high standards of public service and remain within the letter and spirit of ethical behavior.

### **3.7 Membership on Advisory Commissions**

City employees are, pursuant to this policy, ineligible for appointment or service on City of East Bethel Advisory Commissions. City employee participation in support of commissions is assigned by City Administrator.

### **3.8 Technology Use**

The City of East Bethel provides employees with technology to assist them with their job duties. The purpose of this policy is to define acceptable and unacceptable use of the City technology including, but not limited to computer systems, voicemail systems, network systems, electronic mail (e-mail), the Internet and other information systems ("City Technology"). This policy applies to all employee use of City technology including use by employees located on City property and off of City property. The goal of this policy is to avoid inappropriate use of City technology and to maintain appropriate security to protect City data and technology.

#### **City Ownership/Right to Access**

All City technology systems are the property of the City of East Bethel. This includes but is not limited to all hardware, software, programs, applications, templates, internal and external e-mail messages, facsimile (fax) messages, data, data files, and voicemail messages developed or stored on city-owned, leased, or rented technology systems. The City reserves the right to access, retrieve and read any data, messages or files stored on City technology and disclose any data, messages or files without prior employee consent. Employee use of City Technology is not private. This includes but is not limited to use of internal and external e-mail and use of the Internet. Use of passwords does not make data, messages or files private. Passwords must be disclosed to supervisors upon request and may be bypassed by the City. By using City technology, employees consent to any monitoring of that technology that may take place.

### **Responsibility**

Department Heads and supervisors are responsible for the implementation of and adherence to this policy within their departments. All employees are responsible for reading and following directions from Information Technology staff regarding appropriate procedures and precautions to take in order to protect the City's network system.

### **Software Use in Accordance with License Agreements**

Employees shall adhere to all software license agreements, with regard to duplication and use as directed by the software publisher. If there are any questions about the appropriate use of the software, you must contact the Deputy City Clerk/IT Coordinator or designee.

### **Remote Connections and Special Applications**

Applications for remote connections and special applications will be reviewed and approved at the discretion of the City Administrator and Deputy City Clerk /IT Coordinator. Formal requests should be in writing, with an in-depth explanation of need and the cost savings involved.

### **Authorized Software**

**ALL** software used on City computer and network systems must be approved and installed by the Deputy City Clerk/IT Coordinator or designee. Written requests for new and demonstration software packages will be reviewed and approved at the discretion of the Deputy City Clerk/IT Coordinator or designee. City employees are prohibited from downloading, acquiring, or installing their own software without prior consent and approval from the Deputy City Clerk/IT Coordinator or designee.

### **Virus Protection**

All files brought into the City, via diskette or electronic transmission will be scanned for viruses. This includes portable devices from all service personnel, vendors, clients, and other government agencies. E-mail attachments that are not document files (.doc, .pdf, .rtf, .txt, .csv, .xls) will not be opened. If there is any question about how to use the City's virus detection software or about appropriate use of copyrighted material, employees should contact the Deputy City Clerk/IT Coordinator or network administrator.

### **Electronic Mail**

Electronic mail should be considered non-private information and may be periodically reviewed and used for investigation by the Assistant City Administrator/HR Director and/or City Administrator coordinated through the Deputy City Clerk/IT Coordinator. The electronic mail system is not to be used to harass any other individual. Limited personal use of the City's email system by employees is allowed, provided it does not interfere with an employee's work and is consistent with all City policies. Use of the electronic mail system is considered to be acceptance and acknowledgment of this rule.

An employee's personal email may be considered "public" data and may not be protected by privacy laws. Personal email may also be monitored without notice to the employee.

The following policies pertain to emails of both business and personal content:

- Use common sense and never transmit an email you would not want your supervisor or other employees to read.

- Do not correspond by email on confidential communications (e.g., letters of reprimands, correspondence with attorneys, medical information).
- Do not open email attachments or links from an unknown sender. Delete junk or “spam” email without opening it if possible.

### **City Computer Data**

All data stored on computer media owned, leased or rented by the City, is considered to be owned by the city, and non-private, including information stored on local drives.

Data shall be subject to the City’s records retention schedule and the Minnesota Data Practices Act. Dissemination of data shall be consistent with the data’s classification under the Minnesota Data Practices Act. This data is also subject to review and investigation at the discretion of the Deputy City Clerk/IT Coordinator and City Administrator.

Some general guidelines to consider are as follows:

- All City records and data must be stored on the City’s network.
- E-mail that is not an official record of City business should be deleted as soon as possible and should not be retained for more than 120 days.
- City-related documents that an employee creates on a home computer should be moved to the City’s network file as soon as practical.

The Deputy City Clerk/IT Coordinator should be contacted with questions regarding the City’s records retention schedule. If you are unsure how to create an appropriate file structure for saving and storing electronic information, contact the Deputy City Clerk/IT Coordinator or designee.

### **Passwords**

Supervisors are required to report immediately to Deputy City Clerk/IT Coordinator or designee when an employee resigns or is terminated. Employees are required to contact Deputy City Clerk/IT Coordinator or designee when they suspect their login ID has been compromised or when someone else has obtained their password.

Password protection of any document is prohibited unless authorized by department director and City Administrator. This applies to any document stored on any drive (local or network), which includes diskettes, CDs, DVDs, flash drives, or any other storage device owned by the City. Any document found with unauthorized password protection will be deleted.

### **Internet**

City employees are encouraged to find ways to access information from other governmental agencies and related sites, but must realize that in some cases the time spent looking for something will take longer than the conventional method. Department Heads should be aware of the time spent by their employees, and employees should keep an accurate record of time spent and useful addresses for future use.

#### **a. Auditing Internet Use**

The City has the ability to document and investigate all sites viewed by user name and location. All employees must be aware that they will be monitored and any site viewed that is of a questionable nature may result in disciplinary action. This restriction includes browsing of entertainment sites or sites that are designed to attract an adult audience. Infractions of this nature will be dealt with to the fullest extent of the discipline policy.

**b. File Downloads and Virus Protection**

All files downloaded from the Internet must be of a business nature, and approved for download by the Deputy City Clerk/IT Coordinator or designee. File must be saved to the network server to ensure that a virus scan is automatically performed.

**c. General Internet Restrictions**

City staff accessing the Internet through City resources shall not:

- Mask their true identity. This includes, but is not limited to, sending mail anonymously.
- Use the system for any activity that is commercial in nature. Commercial activities include, but are not limited to, consulting, typing services, and developing software for sale.
- Post on electronic bulletin boards materials that violate existing laws or the City's Personnel Policies.
- Post on Internet services information that may be slanderous or defamatory in nature.
- Attempt to monitor or tamper with another user's electronic communications, or reading, copying, changing, or deleting another user's files or software without the explicit agreement of the owner.
- To access, upload, download, transmit, or distribute pornographic, obscene, abusive, or sexually explicit materials.
- To transmit or accept sexually explicit language or profanity.
- To violate any local, state, or federal law or engage in any type of illegal activity;
- To violate any applicable state, federal, or international copyright, trademark, or intellectual property laws and regulations without prior approval, including unauthorized downloading or exchanging of pirated or otherwise unlawful software;
- To engage in any form of gambling;
- To engage in any type of harassment or discrimination;
- To engage in any type of commercial enterprise unrelated to the specific purposes and needs of the City;
- To engage in any form of solicitation without the consent of the department director;
- To promote any political or private causes or other activities that are not related to the business purpose of the City; or
- To enter into financial or contractual obligations without prior approval.

**Personal Use**

The City recognizes that some personal use of City-owned computers has and will continue to occur. To prevent abuse of this privilege, personal use is limited to the following:

- a. Employees must obtain department director or other designated staff approval for personal use in the office where the PC is located.

- b. Personal use is permitted only before and after regular business hours and only when other City business is not to be performed on the systems. Personal use shall not preempt work use.
- c. Limited use of the City's access to the Internet for personal reasons is allowable, provided it does not interfere with an employee's work and is consistent with all provisions in this policy. Employees are warned that their individual activities on the Internet may be monitored and reported.
- d. Employees must use their own paper and portable devices (which must be scanned and approved for use by the Deputy City Clerk/IT Coordinator or designee. No personal files or data are to be stored on the City's file servers.
- e. Only City employees are to use the City computers. Family members or friends are not allowed to use City equipment or technology resources. Use of another's computer without authorization is prohibited.
- f. Use of City computers, software and peripherals for the following is strictly prohibited at all times:
  - for profit or commercial activities;
  - for any other public office or employment which is incompatible with City employment responsibilities, as determined by the City Administrator,
  - for any political activity
- g. Internet e-mail may be used for personal correspondence, as long as it does not interfere with the normal duties of the employee and is consistent with all provisions in this policy.
  - using the City Internet e-mail system to participate in any kind of broadcast mailing list is strictly prohibited.

#### **Notice of Computer Problems**

Employees are responsible for notifying the City designee about computer problems. Small problems may indicate a more serious network or computer system issue, so employees should err on the side of caution when deciding whether or not to raise a question or concern.

#### **Violation of Policy**

Violations of this policy shall be dealt with on an individual basis, consistent with the nature of the infraction. For all City employees, as defined in the City Personnel Policies, infractions will be dealt with through normal personnel procedures; up to and including termination. All other infractions will be responded to with appropriate legal action.

### **3.9 Dress Code**

The dress and appearance of City employees is a direct reflection on the quality and professionalism of our services. City employees meet with the public every day as part of the regular workday.

## **Policy Statement**

It is the responsibility of all employees to be neat and clean and to dress in a manner that is appropriate to their work environment. Employees should use good judgment in attire, personal hygiene and overall appearance. Please be considerate of co-workers, citizens and other guests. It is the responsibility of Department Heads to determine if an employee's appearance is inappropriate.

At all times, regardless of the style of clothing that is worn, clothing must be clean, neat and free of holes, tears, fraying, patches, signs of wear or excessive wrinkles or noticeable stains. Any clothing that, by fit or design, is revealing or provocative is not suitable for our business environment.

## **General**

If one's attire is most appropriate for the gym, tennis court, beach or nightclub, it is not appropriate in a business environment. When in doubt about the appropriateness of any attire, leave it out of the work wardrobe. Use good judgment.

## **Examples**

The following are some examples of acceptable clothing for employees who work in the office environment:

- Sweaters, vests, blazers, jackets, blouses, shirts with collars or buttons, knit tops, turtlenecks, business suit, skirt and blouse, business dress
- Docker-type, khaki, dress slacks/trousers or twill casual pants. Jeans, without holes, frays, etc., and knee-length dress/walking shorts
- Casual flat shoes, loafers, cloth tennis shoes, open-toed shoes, clean athletic shoes

For employees who work in a non-office environment. These employees may perform some physical labor, such as inspections. Acceptable clothing items include:

- All of the items mentioned above, except no open toed shoes
- T-shirts or sweatshirts without prominent slogans, advertising, or printing
- Like-new tennis/athletic shoes, unless prohibited by OSHA Rules

The following are some examples of unacceptable appearance for employees:

- Inattention to personal hygiene/cleanliness
- Shorts (except knee-length dress/walking shorts, which are acceptable), spandex, stretch pants, leggings or other form-fitting pants
- Tube tops, halter tops, tank tops, spaghetti straps, muscle shirts and T-shirts with slogans
- Athletic apparel including jogging suits and sweatpants
- Bib-overalls
- Sweat bands, caps, or hats worn indoors
- Any clothing with printed messages or graphic derogatory design
- Flip-flops, slippers or other unprofessional footwear including worn-out athletic shoes
- Mini-skirts

If health conditions exist which require an employee to wear an item listed as unacceptable, please consult with your Supervisor.

**Uniformed Personnel**

Uniforms, which are provided to some city employees, are expected to be neat, fresh and clean when reporting for duty. Each department is responsible for seeing to it that employees follow regulations regarding uniforms, related accessories and equipment. Uniforms bearing a city identification patch should not be worn during off-duty hours.

**City Logo Clothing**

Wearing City logo clothing when consuming alcohol is prohibited.

**Violation of Policy**

The Department Head will determine if appearance is inappropriate. If a Department Head determines that an employee's standard of appearance is inappropriate, it will be brought to the employee's attention privately. Failure to meet acceptable standards of appearance as determined by a Department Head may result in a warning or an employee being sent home to change clothing. Time spent driving home and returning to work is not compensated.

Additional policy violations could result in disciplinary action; up to and including termination.

## SECTION 4 ~ RECRUITMENT/EMPLOYMENT

### **4.1 Position Opening Authorization**

Department Heads will notify the City Administrator and make recommendations when a replacement vacancy exists in a department or when there is a desire to fill a newly created position. The City Administrator will review the request and recommendations and advise the department head on the proper course of action. The City Administrator, with advice and consent of the City Council, is the final authority in the filling of all positions.

### **4.2 Recruitment**

The recruitment of applicants for employment with the City shall take place at the direction of the City Administrator.

### **4.3 Probationary Period**

The probationary period begins immediately upon starting date and continues for six months with the option to extend to twelve months. Department Heads must inform the City Administrator of employee's successful completion of the probationary period.

Time served in temporary positions is not considered part of the probationary period.

### **4.4 Dismissal During the Probationary Period**

A Department Head may recommend to the City Administrator dismissal of a probationary employee at any time during probation for any reason.

### **4.5 Benefits During Probationary Period**

Sick and vacation leave will accrue during the initial probationary period. Sick and vacation leave may be used as earned under the same conditions as applicable to non- probationary employees.

### **4.6 Reference and Background Checks**

All reference checks for current or terminated employees must be routed to the City Administrator or his/her designee.

### **4.7 Employment of Relatives**

More than one family member may not be employed within any department where one family member or relative supervises or has the ability recommend hire, fire or promote another relative, or where there may be a conflict of interest or not in the best interest of the City as determined by the City Administrator.

### **4.8 Discipline**

The City reserves the right to take any disciplinary action it deems appropriate under the circumstances.

### **4.9 Administrative Leave – With Pay Regular Employees**

Any regular employee of the City placed on Administrative Leave – With Pay will be provided with compensation as would normally be afforded the individual in a working status or classification. Compensation will be predicated on a normal work week for the individual in this status.

A normal work week shall be the average number of hours compensated over the past six months. If the employee has been in the employ of the City for less than six months, the average shall be based on the average hours worked during the period of employment.

#### **4.10 Administrative Leave – With Pay Non-Regular Employees**

Any non-regular employee of the City placed on Administrative Leave – With Pay will be provided with compensation based on the following factors:

Average amount paid to the non-regular employee over the past six months divided by six months to determine the average monthly wage. The non-regular employee will be compensated at the average monthly wage calculated above.

The impact on retirement benefit(s) for non-regular employees shall be determined by the time period the non-regular employee is absent from the position. Should a non-regular employee be absent in an Administrative Leave –With Pay status for less than six months and meets all other criteria during the time the non-regular employee is engaged in service to the City, there shall be no reduction in retirement benefit. Should a non-regular employee be absent in an Administrative Leave – With Pay status for more than six months, the City Administrator shall review the specific issues and make a recommendation to the City Council.

The impact on promotion and position retention for non-regular employees shall be determined by the time period the non-regular employee is absent from the position. Should a non-regular employee be absent in an Administrative Leave –With Pay status for less than six months and meets all other criteria during the time the non-regular employee is engaged in service to the City, there shall be no impact on the non-regular employees eligibility for promotion and rank retention. Should a non-regular employee be absent in an Administrative Leave – With Pay status for more than six months, the City Administrator shall review the specific issues and make a recommendation to the City Council.

## SECTION 5 ~ EMPLOYEE COMPENSATION

### 5.1 Compensation Plan

The City Administrator must develop and maintain a compensation plan so all positions substantially similar with respect to the type, difficulty, and responsibility of work are included in the same grade and that the same salary range may be applied to all positions in a grade.

The plan shall classify positions in accordance with federal and state laws for all positions. The City Administrator will present the compensation plan to the City Council for its approval. The effective date of the compensation plan shall be the date stated in the plan approved by the City Council.

### 5.2 Classification and Reclassification

When a new position is requested, the duties and responsibilities for that position are to be identified in a position description. The supervisor and/or department head are responsible for preparation and submission of the position description with the request for a new position. The City Administrator may recommend the new position to the City Council for approval.

When the duties of a position change substantially, the Department Head may request or the City Administrator may initiate a review of the duties of the position. Based on the results of the review, the City Administrator may recommend to reclassify the position to the City Council for approval.

### 5.3 Overtime/Compensatory Time

Pursuant to federal and state wage and hour laws, employees classified as fulltime and nonexempt under Fair Labor Standards Act (FLSA) who are authorized overtime work in excess of the regularly scheduled workweek or pay period will be compensated at a rate of one and one-half times their base rate of pay for hours worked in excess of their regular schedule. The FLSA mandates that the City classify employees in regards to overtime/compensatory time as one of the following categories: FLSA Exempt Employee or FLSA Non-Exempt Employee.

#### 1. FLSA Exempt Employee

Exempt employees are not paid for overtime over 40 hours unless otherwise provided by collective bargaining. Exempt employees are generally employees who are classified as professional, administrative, executive and seasonal-recreation, under the FLSA exempt status.

#### 2. FLSA Non-Exempt Employees

Overtime or compensatory time must be paid at a rate of one and one-half times the non-exempt (this includes full-time, part-time and temporary employees) employee's regular rate of pay for each hour worked in a work week in excess of 40 hours per week.

### 5.4 Compensatory Time - Non-Exempt Employees

FLSA non-exempt employees have the option of selecting compensatory time at the rate of one and one half times their regular rate of pay in lieu of overtime, to a maximum of 40 hours of comp time accrual.

### **5.5 General Rules - Overtime/Compensatory Time**

All non-exempt employees must obtain written approval from their direct supervisor before working any overtime hours. An Employee who works overtime without prior written approval may be subject to disciplinary action, up to and including termination. Pre-authorization may be presumed by Employees in emergency situations such as excess snowfall, flood, severe storms, water main breaks, lift station malfunctions, or other similar situations where the immediate response of staff is required to avert endangerment of life, home or property. In the event of an emergency situation, the City Administrator shall be notified immediately.

### **5.6 Temporary Assignments**

From time to time employees may be asked to fill in temporarily at work in a higher classification. The assignment will be made by the Department Head with the prior approval of the City Administrator.

If a temporary assignment extends beyond 20 working days, additional compensation at the higher classification may be provided. The duration of a temporary assignment may not exceed six months, unless authorized by the City Administrator with consent of the City Council.

## SECTION 6 ~ EMPLOYEE BENEFITS

### 6.1 Health Benefits

The City may provide a contribution for regular full-time employees. Benefits may be purchased by employee as made available through the Employer's Cafeteria Benefit Plan. A set dollar amount for benefits will be included in the compensation plan approved by City Council as a separate document. The City will review its contribution on an annual basis.

Single health insurance coverage is required for all employees eligible for City contributions to a Cafeteria Benefit Plan. Employees are permitted to opt out of health insurance coverage under the City's policy with acceptable proof of health insurance coverage through another group plan.

### 6.2 Dental Benefits

The City may provide a contribution for regular full-time employees. Benefits may be purchased by employee as made available through the Employer's Cafeteria Benefit Plan. The City will review its contribution on a regular basis. Employees are permitted to opt out of dental insurance coverage under the City's policy.

### 6.3 Life Insurance/Short Term Disability/Long Term Disability

The City may provide and pay for life insurance, short term disability and long term disability for regular full-time employees.

### 6.4 P.E.R.A.

Public Employees Retirement Account will be maintained for regular full and part-time employees or as regulations specify.

### 6.5 Deferred Compensation Program

The City provides employees the opportunity to participate in a Deferred Compensation Plan. This voluntary plan allows employees to place a portion of their earnings into pretax deferred investment program. The City may match deferred compensation contributions up to 3% of base pay not to exceed the statutory maximum of \$2,000.

### 6.6 Flexible Spending Program

The City provides employees access to a Flexible Spending program for Dependent Care expenses and medical care expense reimbursements as part of the City's Cafeteria Plan.

### 6.7 Benefits Disclaimer

The City may, at its sole discretion and without prior notice, add to, modify, or discontinue any benefit program as well as the allocation of the costs for such employee health programs between the City and the Employee.

## SECTION 7 ~ LEAVE BENEFITS

### 7.1 Official City Holidays

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve Day	December 24
Christmas Day	December 25

**Sunday/Saturday Holidays:** When a holiday falls on a Saturday or Sunday, the preceding Friday or following Monday is a holiday for employees whose normal work schedule is Monday through Friday.

Non-union employees who work a holiday will be paid time and one-half employee's regular pay rate for all hours worked in addition to a straight eight hours of compensatory time off for the holiday.

### 7.2 Vacation Leave - Regular Full-time Employees

#### 1. Vacation Accrual

Regular employees earn vacation leave as follows:

- Beginning with the 1st day of service to the 5th year of service, 80 hours per year.
- Beginning with the 5th year of service to the 10th year of service, 120 hours per year.
- Beginning with the 10th year of service and each year of service thereafter, 160 hours per year.

In the best interest of the City, vacation leave in excess of the established amount specified in this section may be granted by the City Administrator. Employees using earned vacation or sick leave will be considered to be working for the purpose of accumulating additional vacation leave.

#### 2. Accrual

Vacation begins accumulating in accordance with the schedule above upon date of hire.

#### 3. Usage

Vacation leave may be used as earned except that the City Administrator shall approve the time at which the vacation leave may be taken. Vacation shall be requested and approved in advance.

#### 4. Vacation Accumulation

Employees shall only be able to carry over 240 hours of vacation accrued-by the last pay period in December of each calendar year. For non-union employees any vacation in excess of 240 hours at year end shall be placed in a health care savings plan.

### **7.3 Sick Leave - Regular Full-Time Employees**

#### **1. Sick Leave**

Sick leave with pay shall be granted to probationary and regular full-time employees for each calendar month of full-time service or major fraction thereof. Sick leave shall accrue at the rate of eight hours per month until 640 hours have been accumulated.

Sick leave may be taken only to the extent that it is earned. Sick leave may be used for illness, injury, employee assistance program, or by necessity for medical or dental care. Sick leave may be used by the employee to care for the employee's spouse, dependents, children, adult children, siblings, grandparents, step parents or parents in case of illness or as otherwise approved by the City Administrator. The City Administrator may require a medical certificate as may be deemed necessary before approving the utilization of sick leave.

#### **2. Sick Leave Request**

Employees must notify their immediate supervisor on the first day of sick leave and each day of sick leave request before the start of his or her shift unless otherwise required by the supervisor. When possible, sick leave must be requested in advance.

#### **3. Sick Leave Severance**

Severance pay in the amount of one-half the accumulated sick leave employees have to their credit at the time of resignation, retirement, or death shall be paid to employees who have been employed for at least one full year. If discharged for cause, severance pay shall not be allowed.

### **7.4 Official Record - Sick, Vacation, and Compensatory**

The City's automated payroll system is the official record for sick, vacation and compensatory balances.

### **7.5 Workers' Compensation**

An employee who is temporarily disabled from work by an injury or illness sustained in the performance of the employee's work with the City, may be eligible for Workers' Compensation payment and additional salary through the use of accrued sick leave. The total of the Workers' Compensation check and the accrued sick leave compensation may not exceed the employee's normal gross pay.

### **7.6 Funeral Leave**

In the event of death in the family of the employee, (spouse, parents, child, brother, sister, step-children, parents-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be granted up to three (3) days leave with paid time to make the necessary funeral arrangements and attend the funeral.

Grandparents and Grandparents-in-law, the employee shall be granted up to two (2) days of leave with paid time to make necessary funeral arrangements and to attend the funeral. Additional time may be granted due to unusual circumstances such as, but not limited to, excessive distance of travel, etc. This additional time will come out of the employee's vacation accruals or compensatory time bank if he/she wishes to be compensated for this additional time.

## 7.7 **Military Leave for Training Purposes**

Minnesota Statutes, § 192.26 – 192.261 provide that an Employee of a municipality who is a member of the National Guard, the Naval Militia, the Officer's Reserve Corps, the Naval Reserve, the Marine Corps, or any other reserve component of the military or naval forces of the United States, is entitled to a leave of absence without loss of pay, seniority status, efficiency rating, or benefits for the time such Employee is engaged in training or active service, not exceeding a total of fifteen (15) days in any calendar year.

**Conditions:** The leave of absence is only in the event the Employee returns to employment immediately upon being relieved from military or naval service, or is prevented from returning by physical or mental disability or other cause not the fault of the Employee, or is required by the proper authority to continue in military or naval service beyond the fifteen (15) day period allowed for the paid leave of absence.

**Notice Requirements:** Notice will be given to the City at least fifteen (15) working days in advance of the requested leave. Notice may be waived under certain circumstances.

**Active Duty:** In accordance with State law, the Employee will be granted an unpaid leave of absence when called into active duty. If an Employee has not yet used his/her fifteen (15) days of paid leave when called to active duty, use of any unused paid time will be allowed prior to the unpaid leave of absence.

**Benefits:** Eligibility for continuation of insurance coverage will be in accordance with the Uniformed Services Employment & Reemployment Rights Act of 1994 (USERRA). The Employee and dependents have the right to eighteen (18) months of continuation coverage. When the Employee returns to work, the Employee and any dependents may re-enroll in the City's insurance plan without any pre-existing condition limitations or waiting periods that might otherwise apply to a new Employee, whether or not the Employee or their dependents chose to continue coverage during military leave. The leave of absence will not be considered work time for purposes of PTO accrual.

**Status upon Return:** Returning reservists have the right to return to their jobs or to another job of similar seniority, status, and pay upon completion of active duty in accordance with M.S. 192.261, Subd. 2 and 38 U.S.C. § 2021 and 2024. If the Employee chooses not to return to work for the City, federal COBRA and /or Minnesota Continuation laws would apply.

## 7.8 **Jury Duty**

Any regular or probationary full-time employee who is required to serve as a juror or who is under subpoena as a witness in court on City matters, will be granted leave with pay while serving in such capacity. The employee must provide the appropriate paperwork to the City prior to the leave being granted. The employee must give any fees received for such service with the exception of mileage to the City. Temporary employees will be given leave without pay and may retain all fees received.

### **7.9 Bone Marrow Donation Leave**

A regular or probationary full-time or temporary employee who average 20 or more hours per week throughout the calendar year, who seek to undergo a medical procedure to donate bone marrow will be granted up to 40 hours of paid leave of absence. The City may require a verification by a physician for the purpose and length of each leave requested.

### **7.10 School Conference and Activities Leave**

In compliance with MN Statutes 181.9412; regular employees may leave up to a total of 16 hours during any 12-month period to attend school conferences or school- related activities related to the employee's child, provided the activities cannot be scheduled during non-working hours. Parental leave must be requested in writing in advance and processed through the Department Head or Supervisor. An employee may request use of vacation or leave without pay to a maximum total of 16 hours during a 12-month period.

### **7.11 Leave of Absence**

Leave of absence without compensation may be granted by the City Administrator for up to six calendar months to an employee for any reasonable purpose and extended by the City Administrator for any reasonable period. Employees must submit a written request for personal leave to the department head and, if approved, the Department Head must submit the request to the City Administrator. The City Administrator may extend the leave of absence if it is found to be in the best interest of the City.

### **7.12 Family Medical Leave Act - FMLA**

#### **Purpose**

The Family and Medical Leave Act of 1993 (FMLA) is intended to balance the demands of the workplace with the personal and medical needs of families and to promote the stability and economic security of families. It is intended to provide protections for employees as well as employers by providing up to twelve (12) weeks of unpaid, job protected leave for the birth of a child, adoption, foster care and certain individual and family medical reasons.

#### **Policy**

This FMLA leave policy is intended to be a general summary of the law. FMLA leave is governed by federal or state regulations. Those regulations shall control if they conflict with this policy. Each situation will be evaluated on a case-by-case basis, consistent with applicable law. Where provisions of the City personnel policies, and/or contracts and agreements, are in conflict with FMLA, those regulations, which are most beneficial to the employee, shall apply.

The following is a summary of the Family Medical Leave Act and how it applies to employees of the City of East Bethel:

#### **Eligible Employees**

Eligible employees are those who have:

- Been employed by the City of East Bethel for at least one year; and
- Have worked a minimum of 1,250 hours within the previous 12-month period.

### **Basic Leave Entitlement**

FMLA leave will be granted to an eligible employee for any of the following reasons:

- To care for their child (birth, placement for adoption, or foster care with the employee);
- To care for their spouse, son, daughter, or parent who has a serious health condition; or
- For a serious health condition that makes an employee unable to perform their job duties.

### **Serious Health Condition**

A serious health condition is an illness or injury that involves:

- An overnight stay in a hospital, hospice or residential medical care facility, and any period of incapacity or subsequent treatment in connection with such medical care; and
- A period of incapacity of more than three (3) consecutive calendar days (including any subsequent treatment period of incapacity relating to the same condition) that also involves:
- Treatment two or more times by a health-care provider or certain others (e.g., a nurse or physical therapist) under the supervision of or referral by a health-care provider; or
- Treatment by a health-care provider at least once which results in a regimen of continuing treatment under the health-care provider's supervision.

Any period of incapacity due to pregnancy or for prenatal care.

A chronic condition which:

- Requires periodic visits for treatment by a health-care provider or a person supervised by a health-care provider;
- Continues over an extended period of time (including recurring episodes of a single underlying condition); and
- May cause episodes of incapacity rather than a continuous period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

A period of incapacity which is permanent or long term due to a condition for which treatment may not be effective. A person must be under the continuing supervision of, but need not be receiving active treatment by, a health-care provider (e.g., Alzheimer's, a severe stroke, or the terminal stages of a disease).

Any period of absence to receive multiple treatments for restorative surgery after an injury or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention (e.g., cancer chemotherapy, kidney dialysis, etc.).

### **Length of Leave**

The length of FMLA leave is not to exceed twelve (12) weeks in any rolling twelve (12) month period with the exception of leave to care for family members injured while on active military duty which may extend up to 26 weeks (See 13. Military Family Leave Entitlements). FMLA leave shall be taken simultaneously with the Minnesota Parenting Leave and entitlement to FMLA leave for the birth or placement of a child can begin at any time, but expires twelve (12) months after the birth or placement of the child. For the purposes of determining eligibility for subsequent leaves, the FMLA year is a rolling 12-month period that begins the first day of the employee's leave.

## **Notice**

The employee must give the City at least 30 days advance notice if the leave is foreseeable. If leave must be taken in less than 30 days, the employee should give as much notice as is practicable.

## **Medical Certification**

Employees who request a FMLA leave must provide a medical certification completed by the attending physician or practitioner indicating the need for the leave. A "*Certificate of Health Care Provider*" form can be obtained from Human Resources. A "*Certificate of Health Care Provider*" is *not* required if the employee is placed on FMLA leave due to a workplace injury and is on workers' compensation.

The certificate should be submitted within two weeks of notification of the FMLA leave or within 15 days of the first day of leave if the leave is unexpected. Subsequent certificates updating the employer of the status of the employee or the family member's serious health condition and the projected date of return to work may be required depending on the length of the absence.

The certification must state the following:

- The date the need for the leave started or is expected to start.
- The probable duration of the condition.
- The appropriate medical facts regarding the condition.
- If the leave is for the employee's own serious health condition, the certification must state that the employee is unable to perform the essential functions of the position.
- When the leave is requested for a spouse, child, or parent, the medical certificate must state that the employee is needed to care for the relative and the estimated amount of time that the employee will be needed to provide such care.
- If the leave requests an intermittent work schedule, the medical certification must state that the reduced or intermittent schedule is medically necessary and for how long it may be necessary.
- The City may require a second medical opinion at the City's expense with a City chosen health care provider. If the second opinion conflicts with the opinion provided by the employee, the City may request, at the City's expense, a third opinion from another City- selected health care provider. The third opinion will be considered final and binding.

## **Workers Compensation**

Employees may be required to use FMLA leave when the employee misses work due to an injury obtained while on duty. If this is required the employer will provide the employee written notification specifying that any absence will be counted against the employee's remaining FMLA time. The FMLA leave and workers compensation leave run concurrently.

## **Use of Annual Leave and Sick Leave**

The employee may choose to use accrued annual leave while on any FMLA leave, but will not be required to do so by the City. Those employees with accrued sick leave banks may choose to substitute sick leave in place of annual leave, or they may choose to supplement

their leave with sick-leave hours after their annual leave has been depleted. The use of annual leave and/or sick leave occurs simultaneously with FMLA leave and does not extend the length of FMLA leave.

### **Both Spouses Employed by City**

When both spouses are employees of the City, each spouse may take up to 12 weeks of FMLA leave per leave year. The leaves may run simultaneously.

### **Continuation of Insurance and Payment of Premiums**

An employee on FMLA leave may choose to continue existing health-care benefits (health and dental) and life insurance if they so desire. As required by law, these benefits will be maintained under the same conditions and at the same level of City contribution as before the employee goes on leave. If there are changes to the City's contribution levels and/or premium rates while the employee is on leave, those changes will take place as if the employee were still on the job. The employee will be required to continue payment of the employee portion of the health-care and/or other insurance coverage they choose to continue. The employee may choose not to retain health-care or other insurance coverage during FMLA leave. When the employee returns from leave, they will be reinstated on the same terms as prior to taking leave, without any qualifying period, physical examination, exclusion of pre-existing conditions or other requirement.

### **Premium Reimbursement**

The employee will be required to reimburse the City for any premiums paid during the leave if the employee does not return to work, unless the employee cannot return to work due to the continuation of a serious health condition of the child, spouse, parent or employee, or due to other circumstances beyond the control of the employee.

### **Return to Work**

An employee returning from leave should notify the supervisor of intent at least two work days prior to the anticipated return date. The employee will be required to submit a fitness for duty or return-to-work report, signed by the treating doctor, prior to returning to work if FMLA leave was for the employee's own serious health condition.

The employee has the right to return to the same or equivalent position with equivalent benefits, pay and other terms and conditions of employment upon returning to work. However, an employee has no guaranteed right to reinstatement or other benefits if the employee would not have been continuously employed during the FMLA leave. For example, the employee will not be reinstated: 1) if the employee is laid off during the course of the FMLA leave, or 2) if the employee was hired for a specific term to work on a certain project and the term or project is over.

### **Extensions**

Upon request and with the proper medical documentation the employee may extend FMLA leave through an unpaid leave of absence. This requires the approval of the Department Director and the City Administrator. In this instance, refer to the City's Unpaid Leave of Absence policy. That policy will continue to apply in situations which are beyond those addressed by the FMLA.

### **Military Family Leave Entitlements**

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying

exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

A FMLA Certificate of Qualifying Exigency for Military Family Leave will need to be completed. Please see Human Resources for additional information.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. The employee must be a spouse, son, daughter, parent or "next of kin" to the service member. Next of Kin definition is nearest blood relative other than the covered service member's spouse, parent, son or daughter, in this order:

- a. Blood relatives granted legal custody
- b. Brothers and sisters
- c. Aunts and uncles
- d. First Cousins
- e. Service member's designee (in writing).

A "covered service member" means a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status, or is on the temporary disability retired list.

During the single 12-month period, an eligible employee shall be entitled to a combined total leave of 26 workweeks for leave that falls under the general FMLA requirements and for leave under the service member family leave requirements.

An eligible employee may be entitled to take more than one period of 26 workweeks of leave if the leave is to care for different covered service members or to care for the same service member with a subsequent serious injury or illness. However, the eligible employee is limited to taking no more than 26 workweeks of leave in each "single 12-month period."

A husband and wife, who are eligible for FMLA leave and are employed by the City, are limited to a combined total of 26 workweeks of leave during the "single 12-month period."

Former members of the armed forces, including former members of the National Guard or Reserves, and members on permanent disability retired list do not qualify for the Military Family Leave entitlement of 26 weeks.

A FMLA Certificate for Military Family Leave will need to be completed. Please see Human Resources for additional information.

Please see Human Resources for additional details on these types of leave.

### **Effect on Benefit Accrual**

Employees using paid leave will continue to accrue benefits. The employee will not accrue benefits such as annual leave while on unpaid FMLA leave. Step and vacation increases will be extended by the length of the leave.

## **7.2 Limitation of Grants of Leave without Compensation**

Sick leave and vacation leave accruals will not accumulate during leave of absence without compensation; accrued amounts of both sick leave and vacation leave will remain on the record at the inception of the leave of absence and shall continue upon the return of the employee. If the leave extends for more than 30 days, health and dental coverage and life insurance premiums must be paid in full by the employee during such leave or the coverage will lapse. For leaves without compensation of 30 days or less, the City will continue its normal premium contribution or as policy allows.

## **7.3 Leave Extension Request**

Failure on the part of the employee to request and receive authorization for an extension of leave within three working days of expiration of initial leave is considered as a resignation from employment.

## **7.4 Reinstatement From Leave of Absence**

1. An employee returning from leave must notify the employee's supervisor at least two weeks prior to the anticipated return date.
2. Upon return from a leave of absence, the employee will be assigned to the previously held position or a position in a comparable class except as herein provided.
3. An employee may be returned to employment at any time prior to the expiration of the leave by the action of the City Administrator.
4. Employees returning from leave will retain all previously accrued benefits of employment and seniority.

## **7.5 Inclement Weather Leave**

On days when severe weather occurs, the City of East Bethel offices, operations and facilities will remain open. When severe weather conditions prohibit an employee to report to work or an employee leaves work due to weather, the employee will use either vacation leave or unpaid leave for such absence unless otherwise determined by the City Administrator.

## **7.6 Voting Leave**

Every employee who is eligible to vote in an election has the right to be absent from work for a reasonable time necessary to appear at the employee's polling place, cast a ballot, and return to work on the day of that election. Elections covered by this section include a regularly scheduled state primary or general election, an election to fill a vacancy for a U.S. senator or representative, or an election to fill a vacancy for a state senator or representative. As with other leaves, employees need to specifically request time off to vote to avoid coverage issues.

## SECTION 8 ~ LIGHT DUTY

### 8.1 Purpose

The purpose of this policy is to establish guidelines for temporary assignment of work to temporarily disabled employees who are medically unable to perform their regular work duties. Light duty is evaluated by the City Administrator on a case-by-case basis. This policy does not guarantee assignment to light duty.

### 8.2 Policy

The City of East Bethel's "Light Duty Program" is for short-term, temporary disability-type purposes; assignment of light duty is at the discretion of the City Administrator. The City Administrator reserves the sole right to determine when and if light duty work will be assigned.

### 8.3 Procedure: Applying for Light Duty Work

When an employee is unable to perform the essential requirements of the employee's job due to a temporary disability, the employee will notify the City Administrator or Department Head in writing as to the nature and extent of the disability and the reason why the employee is unable to perform the essential functions, duties, and requirements of the position. This notice **must** be accompanied by a physician's report containing a diagnosis, current treatment, and any work restrictions related to the temporary disability including the expected time frame regarding return to work full time with no restrictions, meeting all essential requirements and functions of the City's position description along with a written request for light duty.

The City may require an independent evaluation conducted by a physician selected by the City to verify the diagnosis, current treatment, expected length of temporary disability, and work restrictions.

It is at the discretion of the City Administrator whether or not to assign light duty work to the employee. Although this policy is handled on a case-by-case basis, light duty is recommended to last no longer than six months.

The circumstances of each disabled employee performing light duty work will be reviewed regularly.

## **SECTION 9 ~ SEPARATION FROM EMPLOYMENT**

### **9.1 Resignations**

#### **1. Employment in Good Standing**

To leave employment in good standing employees must submit written resignation to the employer. Such written notices must indicate the effective date of resignation and must be submitted at least fourteen (14) calendar days before such effective date. Failure to comply with this procedure may be considered cause for denying future employment by the municipality and denial of benefits.

#### **2. Unauthorized Absences.**

Unauthorized absence from work for a period of three working days may be considered as resignation without benefits.

### **9.2 Discharge**

The City Administrator may involuntarily discharge an employee for any reasons other than those reasons described in section 9.3 related to lay-offs.

### **9.3 Lay-Offs**

The City Administrator may lay off any employee whenever such action is made necessary by reason of shortage of work or funds, the abolition of a position, because of changes in the organization, or for any other non-disciplinary reason. A full-time benefit earning employee who is laid off from employment shall be provided with a minimum of 14 days advance notice of such layoff or as provided for in Labor Agreement.

Part-time, seasonal, temporary, non-benefit earning employees may be separated from employment at any time, without advance notice and shall have no recall rights.

### **9.4 Health Care Savings Plan**

Upon separation from employment the City shall put all sick leave severance and 50% of vacation leave severance in a Health Care Savings Plan.

## SECTION 10 ~ RECORDS AND REPORTS

### **10.1 Personnel File**

The official personnel file for each regular employee is in the Administration office with the exception of data regarding benefits, which is maintained in Finance. The employee's personnel file contents are proprietary to the City and the employee may not exercise his/her right to review their file more often than once every six months unless new information has been added to the file.

### **10.2 Position Descriptions**

The City Administrator, with assistance of Department Heads shall establish and maintain a job description for each position. Administration will maintain the official copy of each current job description for regular positions.

### **10.3 Performance Reports**

Department Heads and Supervisors shall conduct performance evaluations with regular employees on an annual basis. Evaluations may be conducted more frequently if an employee's performance is unsatisfactory, there are changes to the position or as determined by the supervisor. Performance evaluations should be discussed with the employee before being submitted to the City Administrator. Performance evaluations shall be retained in the employee's personnel file.

## SECTION 11 ~ EXPENSE REIMBURSEMENT

### 11.1 Clothing/Foot Protection

#### 1. Eligible Employees

All full and part time regular and seasonal employees in the work area of government buildings divisions and employees engaged in building inspection and engineering inspection/survey; golf course maintenance personnel as well as all others so designated.

#### 2. Procedure

Full-time employees will be reimbursed an allowance of \$100 per calendar year for purchase of work clothing, protective clothing, safety jackets or vests, steel toed boots/shoes; uniform or rental of such work clothes for use on the job for the City of East Bethel. The employer will reimburse part-time and/or seasonal employees an allowance of \$50 per calendar year for the above listed purchases.

The City reserves its right to ensure allowance is used for appropriate work attire. Receipts and description of purchase/rental required prior to reimbursement.

Employees who choose to be reimbursed by the City for the optional clothing and/or footwear described above must submit to his/her supervisor a clothing/foot protection reimbursement form and proof of purchase. The supervisor will then submit this documentation to the City Administrator or his/her designee for final approval.

### 11.2 Mileage

Personal vehicle use for authorized trips, meetings, work, etc., will be reimbursed at the rate consistent with IRS regulations. Mileage reimbursement requests must be in writing and approved by the City Administrator. Use of personal vehicle for work purposes must be pre-approved by the City Administrator or his/her designee.

### 11.3 Travel

Reimbursements of travel expenses are intended to refund actual costs incurred by City employees and officials while traveling as authorized representatives of the City of East Bethel. To qualify for travel reimbursement, trips must have the prior approval of the City Administrator and be recognized as part of the adopted annual budget. Requests for travel advances intended to defray costs incurred while on a trip and prior to submission of an expense report shall be submitted to the City Administrator for approval at least three weeks in advance of the trip. Travel advances shall be limited to 90 percent of the estimated expenses for lodging, meals, and other related travel expenses. Costs of transportation and registration shall be advanced in full.

#### 1. Expense Claim

A properly verified, itemized expense claim shall be submitted to the City Administrator for approval within five business days following the date of return from an authorized trip. Expense claims shall be accompanied by receipts for:

- a. Transportation costs to and from the destination via coach, tourist, or economy class transportation.
- b. Lodging costs not to exceed a reasonable single-occupancy rate as determined by the City Administrator.
- c. Conference or meeting registration fees.

d. Any unusual items for which advance approval has been obtained from the City Administrator.

2. Mode of Transportation

The mode of transportation must be approved by the City Administrator prior to any authorized trip. Personal automobile use for authorized trips will be reimbursed at a rate consistent with IRS regulations, or an amount equal to air travel tourist class, whichever is lesser.

3. Reimbursement for Meals

Reimbursement for meals while on authorized travel will be for actual expenditures not to exceed \$35.00 per day.

4. Other

Employees and officials of the City shall be reimbursed for individual or actual meal cost unless meal cost is part of function. See current pay plan for maximum allowable amount.

## SECTION 12 ~ TUITION REIMBURSEMENT

### 12.1 Eligibility

Regular full time employees, upon successful completion of their probationary period, may be reimbursed for full tuition only for courses taken at the post high school level. Part time and seasonal employees are not eligible for tuition reimbursement.

### 12.2 Qualifications

To qualify for reimbursement, the following criteria must be satisfied:

1. Employees interested in pursuing advanced education must submit a Tuition Advance Request application to their supervisor by May 1 in the year prior to the classes for appropriate budgeting consideration.
2. The class must be taken from accredited institutions of higher learning or vocational-technical schools.
3. Course work must be work related as determined by the City Administrator.
4. Prior approval of the City Administrator must be obtained before enrollment or registration for course is permitted and eligible for reimbursement.
5. Course must be satisfactorily completed with a minimum grade of "C".
6. Courses taken on a "pass/fail" basis are not eligible under this program.

### 12.3 Reimbursement Limitations

1. Reimbursement under this program to eligible employees is 1/3 the tuition cost of a college course not to exceed \$2,000 per calendar year.
2. Reimbursement is limited to the cost of the course (registration, tuition, etc.) from all sources.
3. All tuition reimbursement will be subject to applicable IRS regulations.
4. Employees participating in Tuition Reimbursement do so on a voluntary basis. Travel to and from classes, time spent in class and studying, and mileage are not compensable or reimbursable.
5. The Tuition Reimbursement program is mutually beneficial to the City and the employee. Employees who receive tuition reimbursement and who do not complete at least two (2) years of employment with the City after such reimbursement, will be required to repay the reimbursement on a pro-rated basis for the two (2) years. The two (2) year commitment will be adjusted from the date the tuition reimbursement is issued.

The pro-ration schedule for repayment will be as follows:

- a. Up to 1 year, full repayment
- b. 1 – 2 years, 50% repayment
- c. After 2 years, no repayment required.

### 12.4 Forms

Tuition Reimbursement forms are available from the Human Resources Director. A photocopy of the completed Tuition Reimbursement form will be placed in the employee's personnel file.

### 12.5 Program Continuation

The City reserves the right to discontinue the program at any time, with or without notice.

**SECTION 13 ~ ACKNOWLEDGEMENT OF RECEIPT AND UNDERSTANDING**

I, \_\_\_\_\_, \_\_\_\_\_ of the City of  
Name Position

East Bethel hereby acknowledges that I have received a copy of the City of East Bethel Personnel Policies dated \_\_\_\_\_, 20\_\_\_\_ and have read and understand the information contained therein. Furthermore, I understand that I am an at will employee unless I am subject to a collective bargaining agreement that specifically modifies my “at-will” relationship with the City.

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**SECTION 14 ~ CITY COUNCIL ADOPTION**

Adopted by the City Council of the City of East Bethel this \_\_\_\_ day of April 2014.

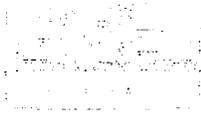
**Attest:**

**Signed:**

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These are addendums to the  
May 21, 2014 City Council  
Meeting. There were added  
on May 20, 2014.



Minnesota Department of Public Safety  
**Alcohol and Gambling Enforcement Division (AGED)**  
 444 Cedar Street, Suite 133, St. Paul, MN 55101-5133  
 Telephone 651-201-7507 Fax 651-297-5259 TTY 651-282-6555  
 www.dps.state.mn.us

**Application for Optional 2 AM Liquor License**

License type code: 2AM License Expiration Date \_\_\_\_\_ ID# \_\_\_\_\_  
 (For Office Use Only)

Licensee Name: Skynote Properties #2 LLC  
 Trade Name: The Moonshine Whiskey  
 Licensed Location Address: 21383 Olysses Street  
 City, State, Zip Code: East Bethel MN 55011  
 Business Phone: 763-772-4174

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

Partner/Officer Name (First Middle Last)	DOB	Social Security #	Home Address
<u>Andrew Benjamin Penzke</u>			<u>32265 Twin Bay Dr. Crosslake MN 56442</u>

Licensee must report previous 12 month on sale alcoholic beverage gross receipts by checking one of the boxes below. Next to the box you check is your 2 AM license fee. Make check payable to: **Alcohol and Gambling Enforcement Division (AGED)**. Mail this application and check to : AGED, 444 Cedar St., Suite 133, St. Paul, MN 55101-5133.

- \$300 2 AM license fee - Up to \$100,000 in on sale gross receipts for alcoholic beverages
- \$750 2 AM license fee - Over \$100,000, but not over \$500,000 in on sale gross receipts for alcoholic beverages
- \$1,000 2 AM license fee - Over \$500,000 in on sale gross receipts for alcoholic beverages
- \$200 2 AM license fee - 3.2% On Sale Malt Liquor licensees or Set Up license holders
- \$200 2 AM license fee - Did not sell alcoholic beverages for a full 12 months prior to this application

Yes  No Does your city or county licensing official allow the sale of alcoholic beverages until 2 AM?

City Clerk/County Auditor Signature \_\_\_\_\_ Date \_\_\_\_\_

(I certify that the city or county of \_\_\_\_\_ approves the sale of alcoholic beverages until 2 AM)

Licensee Minnesota Tax ID Number (Required) \_\_\_\_\_

Licensee Signature [Signature] Date 4-2-14  
 (I certify that I have answered the above questions truthfully and correctly)

**Licensee: Prior to submitting this application to the Alcohol and Gambling Enforcement Division, it must be signed by your local city or county licensing official.**

**City of East Bethel**  
**May 21, 2014**  
**Supplemental Payment Summary**

This is a supplemental listing of invoices that were received after the creation of the Council packet. Due to the invoice deadline and the timing of the next Council meeting, they could be deemed as late payments which could possibly accrue late fees and/or finance charges if not paid by the due date.

Department	Description	Invoice	Vendor	Fund Dept	Amount
Building Inspection	Permit Refund	052114	Centra Homes LLC	101	\$408.70
City Clerk	Professional Services Fees	174856	STS Staffing	101 41430	\$498.42
Payroll	Insurance Premiums	06 2014	Dearborn National Life Ins Co.	101	\$1,134.09
Payroll	Insurance Premiums	5535051	Delta Dental	101	\$831.30
Payroll	Insurance Premiums	141370002068	PreferredOne	101	\$7,492.31
Street Maintenance	Legal Notices	100290	ECM Publishers, Inc.	101 43220	\$61.50
					<b>\$10,426.32</b>