

City of East Bethel

City Council Agenda

Regular Council Meeting – 7:30 p.m.

Date: June 4, 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. SWPP Public Hearing

7:35 PM 5.0 Public Forum

7:50 PM 6.0 Consent Agenda

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

Page 7-9 A. Approve Bills

Page 10-15 B. Meeting Minutes, May 21, 2014, Council Work Session

Page 16-36 C. Meeting Minutes, May 21, 2014, Council Meeting

Page 37-50 D. Meeting Minutes, May 14, 2014, Council Work Meeting

Page 51-52 E. Pay Estimate 1, Lift Station 1

Page 53 F. Resolution 2014-18, Request for County Road Improvements

New Business

7:55 PM 7.0 Commission, Association and Task Force Reports

A. Planning Commission

Page 54-58 1. Amendment to Ordinance 49, Accessory Structures

Page 59-62 2. Administrative Subdivision Request – to subdivide a metes and bounds parcel into two lots.

Owner: Marjorie Wanamaker; PID #31-34-23-42-0001

B. Economic Development Authority

C. Park Commission

D. Road Commission

8:10 PM 8.0 Department Reports

A. Community Development

Page 63-66 1. Community Development Block Grant Report

Page 67-77 2. Code of Ordinances, Chapter 10, Article V, Farm Animals

B. Engineer

1. Project Reports

C. City Attorney

D. Finance

E. Public Works

F. Fire Department

G. City Administrator

Page 78-87 1. Ice Arena Contract

Page 88-189
Page 190-191
Page 192-224

2. Personnel Policy Amendment
3. City Clerk June Cafeteria Contribution
4. Proposed Cell Tower Location

8:55 PM 9.0 Other

- A. Staff Report
- B. Council Reports
- C. Other

9:10 PM 10.0 Adjourn



City of East Bethel City Council Agenda Information

Date:

June 4, 2014

Agenda Item Number:

Item: 4.0

Agenda Item:

Storm Water Pollution Prevention Program (SWPPP) Public Hearing

Requested Action:

Conduct Annual Meeting for the SWPPP

Background Information:

The City of East Bethel has developed a Storm Water Pollution Prevention Program (SWPPP) as required by the National Pollutant Discharge Elimination System (NPDES) Program, which authorizes Cities to discharge storm water to the waters of the public. The goal of the Storm Water Pollution Prevention Program is to reduce the discharge of pollutants into receiving waters to the Maximum Extent Practicable. The Minnesota Pollution Control Agency issued coverage to the City of East Bethel on January 9, 2008. This program recently required all Cities to update their permits. East Bethel's coverage under the new permit was issued on April 3, 2014.

Some of the implementation strategy's that are part of the program include:

1. Sweeping City Streets.
2. Inspection of approximately 20 percent of the City's storm water basins each year.
3. Posting City Programs such as the clean-up day on the City website.
4. Conducting the annual meeting.
5. Developing educational pamphlets for distribution to City residents.
6. Investigate any reports of illicit discharge or other non-compliance storm water complaints.

One of the requirements of the Program includes that the City must hold an annual meeting before June 30th of each year. At the annual meeting the City will consider public input, both oral and written, regarding the adequacy of the Program. Based on the public input, the City can modify the Program as the City determines to be appropriate. Copies of the City's SWPPP are available for public review at City Hall and on the City website.

Fiscal Impact:

None at this time.

Recommendation(s):

Staff recommends that the City Council conduct the annual meeting to consider public input on the City's Storm Water Pollution Prevention Program.

City Council Action:

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____



City of East Bethel City Council Agenda Information

Date:

June 4, 2014

Agenda Item Number:

Item 6.0 A- F

Agenda Item:

Consent Agenda

Requested Action:

Consider approving the Consent Agenda

Background Information:

Item A

Bills/Claims

Item B

May 21, 2014 City Council Work Meeting Minutes

Meeting minutes from the May 21, 2014 City Council Work Meeting are attached for your review and approval.

Item C

May 21, 2014 City Council Meeting Minutes

Meeting minutes from the May 21, 2014 City Council Meeting are attached for your review and approval.

Item D

May 14, 2014 City Council Work Meeting Minutes

Meeting minutes from the May 14, 2014 City Council Meeting are attached for your review and approval.

Item E

Pay Estimate #1 for the Lift Station No. 1 Reconstruction Project

This item includes Pay Estimate #1 to LaTour Construction, Inc. for the Lift Station No. 1 Reconstruction Project. This pay estimate includes payment for removals and sanitary sewer construction. Staff recommends partial payment of \$18,273.96. A summary of the recommended payment is as follows:

Total Work Completed to Date	\$ 19,235.75
Retainage	<u>\$ 961.79</u>
Total payment	\$ 18,273.96

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 #1 is attached.

Item F

Resolution 2014-18

City Council directed Staff to prepare a Resolution that would address the need for maintenance and improvement work for County Roads in the City including County Road 74, which is 221st Avenue; County Road 26, which is 237th; County Road 15, which is East Bethel Boulevard; and, County Road 68 going south into Ham Lake. Attached is Resolution 2014-18 that addresses this request.

Fiscal Impact:

As noted above.

Recommendation(s):

Staff recommends approval of the Consent Agenda as presented.

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____



Payments for Council Approval June 4, 2014

Bills to be Approved for Payment	\$22,497.59
Electronic Payroll Payments	\$23,140.81
Payroll City Staff - May 22, 2014	\$30,033.90
Total to be Approved for Payment	\$75,672.30

City of East Bethel

June 4, 2014

Payment Summary

Department	Description	Invoice	Vendor	Fund	Dept	Amount
Arena Operations	Auto/Misc Licensing Fees/Taxes	559279	MN Dept of Health	615	49851	\$35.00
Arena Operations	Gas Utilities	413208796	Xcel Energy	615	49851	\$841.94
Arena Operations	Professional Services Fees	70	Gibson's Management Company	615	49851	\$6,030.71
Building Inspection	Telephone	332373310-150	Sprint Nextel Communications	101	42410	\$18.69
Central Services/Supplies	Cleaning Supplies	708855960001	Office Depot	101	48150	\$57.98
Central Services/Supplies	Information Systems	B140512J	Anoka County Treasury Dept	101	48150	\$225.00
Central Services/Supplies	Legal Notices	102490	ECM Publishers, Inc.	101	48150	\$71.75
Central Services/Supplies	Office Supplies	708465868001	Office Depot	101	48150	\$32.69
Central Services/Supplies	Telephone	12012784	Integra Telecom	101	48150	\$210.26
City Administration	Telephone	332373310-150	Sprint Nextel Communications	101	41320	\$4.19
City Administration	Travel Expenses	052714	Jack Davis	101	41320	\$164.08
City Administration	Travel Expenses	052214	Karen White	101	41320	\$28.94
City Clerk	Professional Services Fees	176047	STS Staffing	101	41430	\$432.00
Economic Development Authority	Professional Services Fees	052814	Jill Anderson	232	23200	\$90.00
Elections	Repairs/Maint Machinery/Equip	2014-10	Anoka County Elections	101	41410	\$1,807.14
Fire Department	Books/Ref. Materials/Software	6140496Y	NFPA	101	42210	\$350.65
Fire Department	Gas Utilities	413208796	Xcel Energy	101	42210	\$583.63
Fire Department	General Operating Supplies	53808	Menards Cambridge	101	42210	\$123.08
Fire Department	Office Supplies	711737884001	Office Depot	101	42210	\$99.19
Fire Department	Telephone	12012784	Integra Telecom	101	42210	\$131.44
Fire Department	Telephone	332373310-150	Sprint Nextel Communications	101	42210	\$38.55
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	11071	Betz Mechanical, Inc.	101	41940	\$326.72
General Govt Buildings/Plant	Gas Utilities	413208796	Xcel Energy	101	41940	\$300.70
General Govt Buildings/Plant	General Operating Supplies	468413	Ham Lake Hardware	101	41940	\$9.48
General Govt Buildings/Plant	Small Tools and Minor Equip	708465983001	Office Depot	101	41940	\$23.65
Park Maintenance	Bldg/Facility Repair Supplies	53287	Menards Cambridge	101	43201	\$75.32
Park Maintenance	Bldg/Facility Repair Supplies	53293	Menards Cambridge	101	43201	(\$32.06)
Park Maintenance	Chemicals and Chem Products	30064037	Federated Co-ops	101	43201	\$120.76
Park Maintenance	Clothing & Personal Equipment	1132305371	G&K Services - St. Paul	101	43201	\$18.21
Park Maintenance	Clothing & Personal Equipment	1182316747	G&K Services - St. Paul	101	43201	\$18.21
Park Maintenance	Equipment Parts	02-147234	Lano Equipment, Inc.	101	43201	\$126.60
Park Maintenance	Equipment Parts	P25247	MN Equipment Solutions	101	43201	\$155.52
Park Maintenance	Equipment Parts	1539-293012	O'Reilly Auto Stores Inc.	101	43201	\$129.59
Park Maintenance	General Operating Supplies	465460	Ham Lake Hardware	101	43201	\$43.03
Park Maintenance	General Operating Supplies	465677	Ham Lake Hardware	101	43201	\$41.72
Park Maintenance	General Operating Supplies	466723	Ham Lake Hardware	101	43201	\$37.98
Park Maintenance	General Operating Supplies	466949	Ham Lake Hardware	101	43201	\$23.72
Park Maintenance	General Operating Supplies	53287	Menards Cambridge	101	43201	\$196.00
Park Maintenance	General Operating Supplies	53827	Menards Cambridge	101	43201	\$82.67
Park Maintenance	Other Equipment Rentals	75195	Jimmy's Johnnys, Inc.	101	43201	\$1,139.21
Park Maintenance	Professional Services Fees	052814	Jill Anderson	101	43201	\$140.00
Park Maintenance	Shop Supplies	467281	Ham Lake Hardware	101	43201	\$5.69
Park Maintenance	Telephone	12012784	Integra Telecom	101	43201	\$48.18
Park Maintenance	Telephone	332373310-150	Sprint Nextel Communications	101	43201	\$66.04
Payroll	Insurance Premiums	06 2014	NCPERS Minnesota	101		\$128.00

City of East Bethel

June 4, 2014

Payment Summary

Department	Description	Invoice	Vendor	Fund	Dept	Amount
Planning and Zoning	Legal Notices	102491	ECM Publishers, Inc.	101	41910	\$82.00
Planning and Zoning	Legal Notices	102492	ECM Publishers, Inc.	101	41910	\$46.13
Planning and Zoning	Professional Services Fees	052814	Jill Anderson	101	41910	\$140.00
Recycling Operations	Gas Utilities	413208796	Xcel Energy	226	43235	\$51.88
Recycling Operations	Other Equipment Rentals	75195	Jimmy's Johnnys, Inc.	226	43235	\$29.71
Sewer Operations	Chemicals and Chem Products	3591736 RI	Hawkins, Inc	602	49451	\$1,810.29
Street Maintenance	Bldgs/Facilities Repair/Maint	1132305371	G&K Services - St. Paul	101	43220	\$5.33
Street Maintenance	Bldgs/Facilities Repair/Maint	1182316747	G&K Services - St. Paul	101	43220	\$5.33
Street Maintenance	Clothing & Personal Equipment	1132305371	G&K Services - St. Paul	101	43220	\$19.40
Street Maintenance	Clothing & Personal Equipment	1182316747	G&K Services - St. Paul	101	43220	\$19.40
Street Maintenance	Equipment Parts	2143768	MacQueen Equipment, Inc.	101	43220	\$322.12
Street Maintenance	Equipment Parts	149325-IN	Zarnoth Brush Works, Inc.	101	43220	\$476.00
Street Maintenance	Gas Utilities	413208796	Xcel Energy	101	43220	\$301.30
Street Maintenance	Lubricants and Additives	1539-289950	O'Reilly Auto Stores Inc.	101	43220	\$41.97
Street Maintenance	Motor Vehicles Parts	3317930	Auto Nation SSC	101	43220	\$765.20
Street Maintenance	Motor Vehicles Parts	3318834	Auto Nation SSC	101	43220	\$327.16
Street Maintenance	Professional Services Fees	052814	Jill Anderson	101	43220	\$140.00
Street Maintenance	Safety Supplies	9445973432	Grainger	101	43220	\$25.35
Street Maintenance	Safety Supplies	53927	Menards Cambridge	101	43220	\$32.88
Street Maintenance	Shop Supplies	1539-289488	O'Reilly Auto Stores Inc.	101	43220	\$51.24
Street Maintenance	Shop Supplies	266942	S & S Industrial Supply	101	43220	\$11.58
Street Maintenance	Sign/Striping Repair Materials	TI-0273844	Newman Signs	101	43220	\$1,377.05
Street Maintenance	Street Maint Materials	17802	Bjorklund Companies, LLC	101	43220	\$76.30
Street Maintenance	Street Maint Materials	IN00001618	City of St. Paul	101	43220	\$400.68
Street Maintenance	Telephone	12012784	Integra Telecom	101	43220	\$48.18
Street Maintenance	Telephone	332373310-150	Sprint Nextel Communications	101	43220	\$162.72
Water Utility Operations	Gas Utilities	051514	CenterPoint Energy	651	49401	\$93.63
Water Utility Operations	Gas Utilities	051514	CenterPoint Energy	601	49401	\$62.33
Water Utility Operations	Utility Maint Supplies	77773	Ferguson Waterworks #2516	601	49401	\$689.23
Water Utility Operations	Utility Maint Supplies	78707	Ferguson Waterworks #2516	601	49401	\$281.35
						\$22,497.59
Electronic Payroll Payments						
Payroll	PERA					\$5,357.98
Payroll	Federal Withholding					\$5,210.88
Payroll	Medicare Withholding					\$1,372.10
Payroll	FICA Tax Withholding					\$5,866.88
Payroll	State Withholding					\$2,136.72
Payroll	MSRS/HCSP					\$3,196.25
						\$23,140.81

EAST BETHEL CITY COUNCIL MEETING

MAY 21, 2014

The East Bethel City Council met on May 21, 2014 at 6:00 PM for the City Council Work meeting at City Hall.

MEMBERS PRESENT: Bob DeRoche Ron Koller Tim Harrington
 Tom Ronning

MEMBER ABSENT: Heidi Moegerle

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

1.0 The May 21, 2014 City Council Work meeting was called to order by Mayor DeRoche at
Call to Order 6:00 PM.

2.0 **Harrington made a motion to adopt the May 21, 2014 City Council Work Meeting**
Adopt **agenda. Ronning seconded; all in favor, motion carried.**
Agenda

3.0 Davis presented the staff report and indicated the Council is asked to consider the approval
Zoning Map for the rezoning. The properties are a contiguous boundary of land west of Ulysses Street
Amendment NE, South of 189th Avenue NE, the current zoning is B-3, and proposed change to I – Light
 Industrial. The second property is a contiguous boundary of land east of Highway 65 and
 North of Klondike Drive NE, the current zoning is R-2, the proposed change is to B-3 –
 Highway Commercial. The third property is a contiguous boundary of land north of Viking
 Boulevard NE and approximately one-half mile east of Highway 65. The current zoning is
 R-1 and R-2 and the proposed change would be to B-3, Highway Commercial.

The need to rezone the area known as Classic Commercial Park was the catalyst for requesting the zoning changes that are presented for this discussion. 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 Highway 65 and County Road 22 Corridors are intended to be in one submission and can be set 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 for any of the rezoning requests and the Planning Commission recommended the zoning changes as outlined for City Council for consideration.

The need to rezone the area described as the Classic Commercial Park 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.

It is also 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 in 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.

The zoning change in this area would 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.

In addition, 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 primarily of 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.

The second parcel under consideration for discussion for rezoning is the area that is located at the intersection of Klondike Drive and Highway 65. The need to rezone the area described as Minnesota Fresh LLC is that these parcels were inappropriately rezoned in 2008. This is the only residential zone on the east side of Highway 65 between 181st and 225th Avenue and would eliminate the "spot" zoning of these two parcels. These parcels are more suited to business use. The property owners also requested that the R-2 zoning be changed to B-3.

This property 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 zoning matters were proposed.

The third boundary is an area that is located at the intersection of Isanti Street and Viking Boulevard. The need to rezone this is that 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-1 and 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 this intersection 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 designated as B-3 provides better screening standards for the residential areas and allows the expansion of the businesses on these sites.

DeRoche, "Well, to begin with, I guess I'd like to clarify for some people that had asked me over the weekend, again. Some people were under the assumption that the zoning was voted down, it wasn't even going to go through. Where they got that information, I don't know. Other people, after conversation said, 'Well, now we kind of understand why it was tabled.' My personal reasons, I guess, for doing it and, to me, kind of putting a bunch of zoning together was kind of like an omnibus bill down at the Capitol. And, I guess I would prefer from now on that they kind of come up separately so that if one, one can be passed and if another one has issues, that the whole block of them isn't postponed or suspended temporarily. That being said, no, I don't have any problems with Farm Fresh getting theirs zoned commercial. If it was that at one point, it was changed to R-2, I think we all pretty much know why that happened. I don't really, I can't change why it did it but, whatever. The ones in the southwest part of the industrial park, if the record kind of shows that initially I was the one that kind of pushed for that so Aggressive Hydrologics could come down there. There were a few other Councilmembers that were a little adverse to that. So for someone to think that I don't want that zoned Industrial, that's kind of the only thing we can put down there for the most part. And, as for the other properties on Viking Boulevard, it wasn't so much an issue with those but, you know, I've had a conversation with Jack about my concerns that there are a couple other businesses, maybe more, on Viking that I think we need to take a look at and do the same thing for. Because, if they've been in the City a long time, been doing business a long time, and if, for right now they're noncompliant, which is okay, I guess, until they want to do something and then there's going to be an issue. And, if they are commercial and they've been commercial, I know one person in particular that purchased the business, they want to purchase the building and the property. Right now, they are grandfathered-in. If the purchase is made, then they lose that. And, they don't want to put all kinds of money into something and then have it pulled out from underneath them. I guess I don't blame them for that. That being said, I don't have any issues with the zoning."

Ronning, "The front page, the third separate boundaries of land? Contiguous boundary of land north of Viking Boulevard NE, approximately one-half mile northeast of Highway 65. If somebody doesn't have the packet, there, it sounds like it is from Highway 65 for a half a mile. Or, it could be read that way. That's a little ambiguous. People that live there are not going to think that, 'They did it to me again.'"

Davis, "Well, that could probably be clarified a little bit. However, the property between what we're considering rezoning and Highway 65 is zoned City Center so it permits commercial uses."

Ronning, "There were no objections from any of the affected property owners regarding this proposed zoning change. Might be true, but it might not if we didn't receive, or something."

DeRoche, "Yeah, and Jack and I kind of talked about that. My concern was from the legal side, even though the resident said he didn't care, if we don't have something in writing that he would come back. But, you know, they came to these meetings and apparently...does that 'hold water' Mark?"

Davis, "Again, we noticed this as was required in the paper and sent out letters to all the affected areas to be rezoned plus surrounding parcels that were affected by this under the requirements of the law. So, there was proper notification given to everyone and there were no objections on anyone's part."

Vierling, "The Statute requires that you notify people within a given distance but you're allowed to use the County tax records for ownership and mailing purposes. So, it's not uncommon that we often hear that someone says, 'Well, I didn't get the notice.' Or, 'I had purchased this property six months ago and it never came to me.' Or, something of that nature. That can happen but, you know, the only records that we have available to us are the County records for tax ownership. Most of the County has only changed those once a year. So, you can have an eight-, nine-month gap of ownership in there very easily. That can happen."

Ronning, "Do we have record of mailed delivery?" Vierling, "Usually staff will maintain a master list of what they have maintained for mailing lists that they have gone to. Many of the cities purchase the labeling in terms of where they go to, right from the County. So, you have a master list and verify by the County. The County Auditor/Treasurer often will map out exactly the area and print the labels for you based off their tax records."

Ronning, "Is that a long way of saying we don't have any way to verify? Staff has a list." Vierling, "And a record of who they've mailed to." Ronning, "Yes, but it isn't registered or certified so we know that it is going..." Vierling, "Cities are not required to mail registered and certified, for that type of thing."

Ronning, "Were you saying that the one person in this area that didn't care is a resident?" Davis, "That's in the Classic Commercial Park. There's a 40-acre parcel that is zoned R-2 and the owner of that parcel recognizes that the access to that property is through a business district and that business district is composed of service-oriented business, manufacturing, gas station, and really, it's attractiveness and marketability as a residential area is severely restricted because of what you go through to get to there. And, he recognizes he has more value with that being zoned Light Industrial because that increases his flexibility as to what he can sell it for. And, there's probably been some approaches to him about developing some of that area or using it for those purposes. To use his residential property would probably have very limited value. And, incidentally, he did come to the Planning Commission meeting when they had the Public Hearing. He made no comment but I had Colleen call him just to verify that there were no objections. And, he has no objections to the rezoning."

Ronning, "We're not, we don't watch over people. We're not caregivers, anything like that but I do think of us, sometimes as 'Big Brother.' And, that you'd take a look at these sorts of things if the guy is, for instance, if he passed away and his beneficiaries assume the land, they can't do much of anything with it, can they?" Davis, "They can develop it to its highest and best use. Again, if you're buying residential property, you don't want to have to drive through a business or light industrial district to get to your home, probably. It's going to decrease the value of that property. He recognizes it. Everybody in that family is very business oriented and I think they recognize that the potential is there. Much more for B-2, B-3, and Light Industrial uses than it is for residential uses."

Ronning, "Well, it's fair to say, reasonably, that we do and have considered things like that in this application." Davis, "That's correct. We want to make sure that everybody was aware, especially those things involved, changes from residential to this type of zone, that this will affect his taxes a little bit too. He recognizes that. He is actually supportive of the zoning change." Ronning, "Thank you."

DeRoche, "Ron?"

Koller, "I was at the Planning & Zoning Committee meetings and there didn't seem to be any objections to it and a lot of this, like you know, they switched it over around 2007 and 2008 for reasons and we're just putting it back to where it should be."

DeRoche, "Well, and you know, there again, one of the things I explain to people is, people may not like it sometimes that we ask a lot of questions. But, not so much in the far past there were decisions made that really kind of put this City in a bad situation because people didn't ask enough questions up here. So, I guess, I would rather be accused of asking too many questions and having too much information than just passing something on and then all of a sudden something else comes up and then you're trying to deal with it. Because, it just doesn't work. What do you think Tim? Anything to offer?"

Harrington, "No, I don't have any questions." DeRoche, "Well, that being said..."

Ronning, "The one piece that you talked about that is not included is Plow World."

DeRoche, "Right, and that's something that we're going to have to pursue. That's when I made the statement about Jack and I just talked here, about an hour and a half ago maybe, that there's Plow World and there's a cement step place." Davis, "Go for It." DeRoche, "Go for It Gas, because when they came in, they hadn't used that IUP/CUP for quite a while. I think it was a year. Was it two years Mark? That if they don't use it?" Vierling, "It lapses."

DeRoche, "It lapses so we had to do something with that. So, we're going to have to go back. You know I kind of stressed it to Jack that my concern that we really need to follow up on that. I think Jack will do that." Davis, "Again, Bob and I had this discussion. The reason those were not included with these is that these can be single-issue parcels and we're going to have to take a little bit different strategy in approaching this so we don't do little segments of spots of zoning. This whole thing was precipitated by the Classic Commercial Park so we're changing that designation because it does fit the land use, what will probably happen in that area, in the future, which is a large area. With Mrs. Johnson's property, we told her that when we're going to look at rezoning that, hers includes two parcels in what it said in the write up. Theirs is the only parcel on the east side of Highway 65, from 181st Avenue to 225th Avenue, that's a distance of over five miles, that's not zoned commercial. It's the only residential parcel in that whole segment along that east side of the road. So, in essence, that's spot zoning that we're correcting. The other was three parcels together. What we'll look at with the others is trying to combine those with some additional parcels. But, we want to talk to those people because I'm sure that most people down there who are zoned residential don't want to be zoned commercial. So, we're going to have to figure out the best way to approach it and put that together in a package."

Ronning, "Didn't you go to the open house at Plow World?" Harrington, "I did." Ronning, "Did Ron go too?" Koller, "No."

Ronning, "He said something to you about interest in participating in some of these changes? Or, being considered, whatever?" DeRoche, "I've talked to him, just stopping in, talking to him, and he expressed the concern that he had bought it, bought the business, but he wants to buy the building and the property. But, he doesn't want to do that and then have it pulled out from underneath him. Anybody else? Well, that being said, we're pretty

much done here. “

4.0 **Harrington made a motion to adjourn at 6:19 p.m. Koller seconded; all in favor,**
Adjourn **motion carried unanimously.**

Submitted by:
Carla Wirth
TimeSaver Off Site Secretarial, Inc.

DRAFT

EAST BETHEL CITY COUNCIL MEETING

MAY 21, 2014

The East Bethel City Council met on May 21, 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 21, 2014 City Council meeting was called to order by Mayor DeRoche at 7:30 PM. The Pledge of Allegiance was recited.

Pledge of Allegiance

3.0 Ronning made a motion to adopt the May 21, 2014 City Council agenda. Koller Adopt
Agenda seconded.

Agenda

Harrington requested to add Moonshine Whiskey 2 AM Liquor License as Agenda Item 4.0A; the supplemental bill list as part of Agenda Item 6.0A; and, an item for discussion under Agenda Item 7.0 D.1, Roads Commission, authorization for Staff to Prepare a Resolution that would address the County Roads conditions in the City.

Ronning amended his motion to include the additions; Koller accepted the amendment and continued his second to the motion. All in favor to adopt the agenda with amendments.

4.0 Davis presented the staff report, indicating staff recommends the Council conduct a Public Presentation
4.0A 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*.

Public
Hearing on
On Sale/
Sunday

Liquor
License
The
Moonshine
Whiskey

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 (May 16, 2014).

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

Staff recommends conducting the public hearing to receive comments on the On Sale/Sunday Liquor License for the property previously described. At this time, I would like to recommend that the Mayor open the public hearing.

DeRoche, "At this time, I open the public hearing for The Moonshine Whiskey On-Sale/Sunday Liquor license. Any public comments, speakers?"

No public comment was offered.

DeRoche motioned to close the public hearing. Ronning seconded. All in favor, motion carries unanimously.

Moegerle, "I have a question and this is more to do with our policies. But, on Page 5 of this, it indicates, we are displaying his date of birth and social security number, which is now in a public record. Is this something that we should be doing? Vierling, "Surely not the social security number." Moegerle, "So will we redact the..." Vierling, "Redact it from the public record, yes." Moegerle, "And, I'm not sure that Page 5 is the only page on which that appears."

Moegerle motioned that the social security number be redacted from Page 5 of the packet and any other place it appears.

Ronning, "Is that an amendment to the motion?" Vierling, "No, there's no amendment, that's a primary motion."

Koller seconded.

DeRoche, "I believe it's on Page 7 also." Vierling, "Actually, you might want to adjust your motion not only for the social security number but for the Federal Tax ID number as well."

Moegerle amended the motion to also redact the Federal Tax ID number from any place it appears in the packet information. Koller seconded the amendment. All in favor, amended motion carries unanimously.

Moegerle, "With regard to the liquor license, the only substance, the only question I have is that he lives in Cross Lake. There's no requirement that he needs to be a resident here, but do you know what the plans are? Is he going to manage it from up there? Do you know the details of how that's going to be operated?" Davis, "He has given us none of those, and that's not a requirement of the license process." Moegerle, "I understand that. I just didn't know if you gathered that. Thank you. I call the question."

DeRoche motioned to approve 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. Moegerle seconded. All in favor, motion carries unanimously.

The
Moonshine
Whiskey
2 a.m. Closing

Davis, "We have one other item that's an accessory to that." DeRoche, "Moonshine Whiskey until 2 p.m."

Davis indicated that as part of this license application, he has also applied for a 2 a.m. Liquor License for Skyota Properties #2, LLC, dba: The Moonshine Whiskey. Staff is

recommending that the Council approve the 2 a.m. Liquor License for this address and this application. All fees have been paid and the background check was performed on the owner by the Anoka County Sheriff's Department.

Approval of the License shall be contingent on the following:

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

Staff recommends approval of the 2 a.m. Liquor License.

Moegerle motioned to approve a 2 a.m. Liquor License for Skyota Properties #2, LLC, dba: The Moonshine Whiskey located at 21383 Ulysses Street NE, East Bethel, MN 55011. Ronning seconded. All in favor, motion carries unanimously.

4.0B Sheriff's Report

Commander Shelly Orlando presented the April 2014 Sheriff's Report.

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 ten 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 suspect 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.

5th Degree Controlled Substance: There were two arrests for 5th 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- 5th degree Controlled Substance Arrests
- 1- Property Damage
- 1 -Violation of Order for Protection
- 2 - Burglary/Theft (same incident)

Misdemeanor: 13

- 1 - Possession Legend Drug
- 5 - Possession of Drug Paraphernalia (2 arrests were from same incident but separate people)
- 2- Shoplifting
- 3 - Possess Small Amount of Marijuana
- 2 - Fail to Stop at Accident

DeRoche, "What's a Legend Drug?" Orlando, "A Legend Drug is a drug that is illegal to possess without a prescription. Such as a muscle relaxant, some pain killers. They don't

reach the level of controlled substances but are still illegal to possess.” DeRoche, “Okay. Anyone have any questions?”

Question asked off mic. Orlando, “April, the month of April.”

Moegerle, “Thank you Shelly.” DeRoche, “Thank you Shelly.”

**5.0
Public
Forum**

Sharon Johnson, 20241 Highway 65, “Later on in the meeting, you’re going to be addressing the issue of a Zoning Map Amendment. I request that you give approval of City staff’s request for this amendment of the City Zoning Map. It’s been noted that our property is the only property on the east side of Highway 65 for five miles that is zoned residential. The rest of those five miles are zoned some type of business, at different levels. Minnesota Fresh Farm, which we are owners of, is on property that has been operating as a farm for 80 years. We are very serious about farming. We want to elevate the farm, though, from agriculture to agri-tourism. This is going to benefit us, hopefully financially, but also the City as we bring people in for You-Pick, the farm stand, family activities, and weddings on the property. Currently, we’re operating under an IUP that is due to expire at the end of next year. It causes some amount of uncertainty for the farm. It’s hard for us to put a lot of money into the farm when we know that every two years, we’re going to have to be requesting an IUP approval. So, I do request that you do the rezoning tonight. I do understand, I think, that you have to send it on to Met Council for their approval so I know that this is not the end of the ‘game’ but I hope that you guys keep ‘moving the ball forward.’ This uncertainty is really tough on us. Last week we had to put a contract down on a well. I really was considering whether I was going to do that well. Last week or wait until tonight, but we had to do it. We went forward. I haven’t ordered signs yet because I don’t know what the outcome of the meeting tonight is. So, again, I just hope you will take a close look at the zoning request from City staff tonight and go ahead and approve our rezoning. Thank you.”

DeRoche, “Thank you Sharon.”

Theresa Martin, 1130 233rd Avenue NE, “I have lived here 15 years with our family and I apologize, I didn’t know that the Public Forum was going to be tonight. I just found out about the Liquor License on Sundays that you’re going to evaluate for The Whiskey Moonshine Saloon. It said in the, when I researched it just two nights ago, it said that it was open to Public Forum whether you are for or against. I guess I would like to come in and stand for people who don’t know about this and speak for people who are either at baseball or work right now and cannot be here, as against the Liquor License in East Bethel on Sundays. And so, City Council, I don’t know how this benefits our City. My first thought was, I keep hearing Ham Lake, Ham Lake wants this, it benefits Ham Lake. The Chamber of Commerce, they will hold gambling on Sunday and that is their, that is another place for them to support prosperity in a community. To me, prosperity, gambling, drinking, I’m wondering how is that promoting prosperity. To me, that promotes poverty. It sucks people’s money, it promotes divorce, it promotes death. People die from drinking. The police, they’re going to be more busy because of more liquor being sold. I mean, they already do it six days a week throughout the City and now they want Sunday too. A day that should be set aside for families and rest. I’m just like, I have no, whatsoever, whatever you choose to do, you’re the City, you’re the ones who make the decision. I just live here and I can move.

I just left my son’s baseball game to come here just because I feel a stirring in my heart that

it's going to destroy people's lives and hurt people more so, and offend people more so by having it than not. And that's your choice as a City. What you want to welcome in this City. I've heard also, you as a City Council would like to, I'm sorry I'm passionate about this, I didn't even expect to speak very much. You as a City want to promote people to come here and be welcome in this City. And look, as you drive down 65, which I do every day multiple times, what do I see on 65? I see liquor stores, liquor stores, I see a movie theater that seems run down but it's there, a family-owned business. I'm like, how do you, how in your moral standards or your values look at Whiskey Saloon as something that's beneficial for our City? How is it even honorable? It's like, that's all I see. And, to me, that doesn't help our City.

I would rather see some place like a pool hall for youth, for teens to come to. There's troubled youth in this City and they are hurting and where are their parents? Their parents are in the Saloon gambling or drinking, which is their choice, that's fine. But, even on Sunday? It's like, where's our standards? What do we uphold in this City? Is that what we promote? When I drive through other cities, that's not something that stands out, if I drive through another City. But, in East Bethel, when I drive through it, that's what I see. And, I see oppression and I see my neighbors who are sitting in their house and they have no life, no joy, all they do is go to the bar and gamble and drink. It's destroying people's lives and we're promoting it. I, basically, I'm against at least Sundays, no liquor license and gambling on Sundays."

DeRoche, "Well, Ms. Martin, it's, I can tell you're passionate. And, as a City Council, I guess for the first thing, it's already passed." Martin, "Right."

DeRoche, "For the second thing I would say, is that not everyone that goes to a bar/restaurant grill gets totally drunk, gets in trouble. I'm sure that if the 2 o'clock becomes an issue, then the City does have ways of dealing with that through the Sheriff, City Administrator, then it comes before Council. But, I guess I have a hard time putting something out of business that hasn't even opened yet. And, kind of giving them a bad rap as to this is what their business is, this is what their business represents. I don't think that that's their intention. Legally, they haven't done anything wrong. I understand from your moral standpoint, to you it's wrong. To some people, just absolutely say that nobody should ever drink. And, maybe that's the case. But, this isn't the forum, and maybe it sounds cold, but this isn't the forum where we can tell people, 'You can't drink here. You can't do this.' That's just not what it's here. So, I'm not quite sure what..."

Martin, "Right, and I understand. I mean, history from what was there before, they said the same thing. 'This is a family business and we're going to promote just great things.' And, we all know that didn't happen. What people say and their actions are two different things. Time will tell. I mean, time will tell, basically, and you'll see."

DeRoche, "Well, absolutely, but because...this kid does something wrong doesn't mean all the kids are going to do it. Right?"

Martin, "The standard of the Sunday, alcohol on Sunday, is that what our City residents want? Do all the other establishments sell alcohol on Sunday?" DeRoche, "Pretty much."

Martin, "Are the liquor stores open on Sunday?" DeRoche, "No." Martin, "Well, why not?" DeRoche, "That's State law." Vierling, "Sunday sales have to be in conjunction with the sale of food." Martin, "Okay."

Ronning, “If I may, all the negatives you spoke about are potential and no doubt about it. And, nobody wants to see something like that happen. There is a positive side of the, those are jobs that, excuse me, I don’t know how many but there’s probably two, three dozen jobs will come out of it. And, hopefully, it doesn’t end up being a trap for somebody that can get trapped. The plus side of it is…”

Martin, “As a mother, I wouldn’t want my daughter, ‘Hey, go work down at the Saloon and bartend.’ And it’s like, yeah, so is that where we’re going to send our kids for their first job?”

Ronning, “I’ve spoken with the family and they intend it to be more of a family atmosphere. I guess the ‘proof is in the pudding.’” Martin, “Okay, we’ll see but I just wanted to make my statement.” Ronning, “And, nothing you said that can’t happen, it does happen.”

Moegerle, “Thank you very much.” DeRoche, “Yes.” Ronning, “Thank you for your concern.”

**6.0
Consent
Agenda**

Item A Bills/Claims and Supplemental Bill List

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

Item D Resolution 2014-17, Accepting Donation from Chops, Inc.
Staff is recommending adoption of a resolution to accept donation from Chops, Inc.

Item E Removal of Probation Status for Firefighter
Staff is recommending removal of probation status for firefighter.

Item F Approval of Generator Purchase
Staff is recommending approval of generator purchase.

Item G Pay Estimate #6, Whispering Aspens Force Main Project
Staff is recommending approval of Pay Estimate #6 for Whispering Aspens force main project.

Item H 1 Day to 4 Day Temporary On-Sale Liquor License for Alliance for Metropolitan Stability
Staff is recommending approval of one day to four day temporary On-Dale Liquor License for Alliance for Metropolitan Stability.

Item I Award Class 5 Contract
Staff is recommending award of Class 5 contract.

Moegerle, “I pull B and C.” Ronning, “Which ones? B and C?” Moegerle, “Yes.” Ronning, “Put me on the list with B.”

DeRoche motioned to approve A, and D through I. Koller seconded. All in favor, motion carries unanimously.

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

Moegerle, "I pulled B because there were a lot of typos, a lot of spellings and those kinds of things. I have them written here for corrections. One was the word, well on Page 2, we have 'fist' for 'first,' we have 'falls' for 'fails,' 'would' for 'could.' Another page, non-sequester when the term is non sequitur, on and on and on. Page 4 we have 'Forrest' with two r's and we know it's just one 'r.' There's another one on Page 4 where it says 'would hake inhabitable' the word is 'make habitable.' So, these really need to be proofread. Here we have 'looses grandfather' when it's 'loses grandfather.'

Moegerle motioned to direct staff to review the Meeting Minutes of April 23, 2014 Board of Review Recessed meeting and bring them back at the next Council meeting.

DeRoche, "Jack, were these submitted to you or any staff prior to this meeting?" Davis, "No, they were submitted to me. I did not proofread them."

Ronning, "I asked for B also. I've noticed some spelling, the substantive thing that I saw, was on Page 6 of 11 of those minutes. It has my name. The content is correct, but it was Tim Harrington that made the comments. They could correct that. I had some other things in mind too, but it's, I'll leave it go."

Moegerle, "So, is there a second on this one? To have it..."

Koller motioned to approve the Meeting Minutes of April 23, 2014 Board of Review Recessed Meeting with edits as suggested.

Moegerle, "I withdraw my motion."

Moegerle seconded.

Vierling, "There was no second to that first motion so it would be ruled as such. The motion then would be to accept, as corrected for grammar and the substantive comment on Page 6?" Ronning, "Yeah."

All in favor, motion carries unanimously.

Item C
Meeting
Minutes,
May 7, 2014
Council
Meeting

Moegerle, "I pulled C. This one I noticed that we're missing the column on the left where it indicates what the topic is. I would ask that be put in. We transfer into the Planning discussion and it's not notated in there. It's kind of hard to follow in that transition. So, I would ask that to be added. Then, I think Mr. DeRoche may want a correction on Page 30 and it's the fifth paragraph: 'DeRoche, "Correct. That's exactly why I'm looking for a new spot.' I think that was Mr. Valder that said he's looking for a new spot for his business. I thought I'd bring that to your attention to see if that, my memory of that exchange is correct. And, that would be the only substantive correction that I would have."

Moegerle motioned to approve the May 7, 2014, Council Meeting Minutes, as corrected to add the topic column on the left and to change Page 30, fifth paragraph to indicate: 'Valder, "Correct. That's exactly why I'm looking for a new spot.' Ronning seconded. All in favor, motion carries unanimously.

7.0 Commission, Association and Task Force Reports New Business

7.0A Planning Commission 7.0A.1 Zoning Map Amendment

Davis presented the staff report and request to consider a Zoning Map Amendment to the official Map of the City of East Bethel. The City Council is asked to consider the approval for the rezoning of three different, separate boundaries of land noticed as follows:

- Contiguous Boundary of Land west of Ulysses Street NE, South of 189th Avenue NE, referenced as the Classic Commercial Park.
- Contiguous Boundary of Land east of Highway 65 and North of Klondike Dr NE, referenced as Minnesota Fresh LLC
- Contiguous Boundary of Land North of Viking Boulevard NE, at the intersection of Viking Boulevard and Isanti Street, referenced as three commercial properties at this location

The zoning for the first property referenced as Classic Commercial Park is B-3. The proposed change is to Light Industrial. The existing zoning for Minnesota Fresh LLC is R-2 and proposed to be changed to B-3. The zoning for the three properties at the intersection of Isanti Street and County Road 22 are R-1 and R-2 respectively with the proposed change to B-3.

Attachments in your packet provide information on the request and the PIDs of the effected properties and location maps of these areas. Staff requests City Council approval of the Zoning Map Amendment as presented in the packet, to the official Map of the City of East Bethel.

Final approval of the Zoning Map Amendment to the official Map is contingent upon the final approval of the Land Use Amendment to the City of East Bethel's 2030 Comp Plan of the Metropolitan Council. The 2030 Comp Plan amendment will be submitted to the Metropolitan Council for review upon final approval by City Council of this proposal.

Moegerle motioned to approve the Zoning Map Amendment to the official Map contingent upon the final approval of the Land Use Amendment to the City of East Bethel's 2030 Comp Plan of the Metropolitan Council. Koller seconded.

DeRoche, "I guess what I'd like to add to that is, I would also like to see us pursue, as our discussion was in the Work Meeting for the other businesses on 22 that are currently in business and have been for quite a while. I know a couple of them probably have zoning issues. I would like Council to direct staff to do that, to pursue that."

DeRoche motioned to direct staff to pursue the rezoning of other businesses on County Road 22 pursuant to Council's discussion at the Work Meeting. Koller seconded.

Vierling, "That would be a follow up motion. You need to deal with this one first. But, you can always then have a motion afterwards to do as you suggest. DeRoche, "I can't have that one, huh?" Vierling, "Do you want to do it as an amendment to that motion?" DeRoche, "Well, these are going to pass. It would just be an amendment to follow up with the other businesses."

Moegerle, "I think we should keep it separate."

DeRoche, "Jack, what would you prefer?" Davis, "It makes no difference to me. It's probably cleaner to keep it separate."

Second motion declared out of order.

DeRoche, "All right. So, any more discussion on the first motion to accept the Zoning Maps as presented?"

All in favor, motion carries unanimously.

Vierling, "It's okay to make that motion now."

DeRoche, "Some of the businesses are grandfathered-in; however, if they sell, the owner sells it, then it's no longer the case. I know Plow World was one of them and there were a couple others that Jack and I had talked about. I would like to direct staff to look at some of these other businesses, Go for it Gas is, I think, another one. Right Jack? Davis, "Right." DeRoche, "And, come back with this."

DeRoche motioned to direct staff to pursue the rezoning of other businesses on County Road 22 pursuant to Council's discussion at the Work Meeting. Moegerle seconded. All in favor, motion carries unanimously.

7.0B
Economic
Development
Authority

None.

7.0C
Park
Commission
7.0C.1
Capital
Improvement
Plans
(2015-2019)

Davis presented the staff report for the 2015-2019 Capital Improvement Plans (CIP), indicating 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 for 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.

Projected revenues in the Plan 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 plats of new development.

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 proposed that would allow access to this Park from an adjoining neighborhood and further expand the areas connected bike trails and residential streets. The estimated cost of this project is \$40,000 and would be paid from the existing balance in the Trail Capital Fund if approved by City Council. It is recommended that consideration of this project be placed on hold until after the approval of the 2015 City Budget.

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 for this period. Commitment to the 2015 projects is required as part of the 2015 budget process, which will be finalized this year. Projects beyond 2015 will be addressed in future budget years. This provides the necessary lead time to prepare plans, specifications and presentations before Council for the following year's improvements.

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

Harrington motioned to approve the 2015-2019 Parks and Trails CIP and the projects as listed for 2015 implementation. Moegerle seconded.

Harrington, "I just want to, to let you guys know, I stopped by Booster Park to look at the skateboard. That skateboard area has seen its better days. It needs it bad, it needs new skateboard equipment up there."

DeRoche, "Anybody else?"

Ronning, "Just to reiterate, the expenditures estimated at \$125,000 for 2015 and projected revenues from General Fund transfers estimated at \$50,000. Sometimes we go through these numbers fast enough that, 'What'd they say? What'd they say?'" Davis, "That's correct, the balances are, we have two funds. We have a Parks Capital Fund, which has, I think, \$86,000 in it. And, a Park Acquisition and Development Fund which has \$26,000 in it. Those would be used to pay the balance of this. The monies in the Parks Acquisition and Development Fund are provided by dedication fees and they can only be spent on parks projects."

Ronning, "And this has no impact on services to the City or anything?" Davis, "No, the funds are there and available. And, two of these projects, as Tim mentioned, the skateboard facility at Booster West is heavily used. It's at least 10 to 12 years old and if we don't do something there, there could be some safety issues involved. The other is the refurbishing of the outdoor rink at the Ice Arena. That facility needs new boards, surface leveled, new lights. We have an overhead power line that needs to be put underground as it is a safety issue. These projects are more 'needs' and not 'wants.'"

Koller, "I have one question on the bottom, park irrigation, \$65,000? What are we doing right now for irrigation?" Davis, "Nothing there. There have been requests for use for soccer fields. That would be the ideal place to put that. We would have to drill a well, extend power, and irrigate approximately four to five acres there."

Koller, "That's a lot of money. How much will it cost monthly to run the irrigation?" Davis, "The electrical cost, I don't have any real figures on that. It would be run for a period of probably four months out of the year, four to five months. We could come back, we could get that to you. We can base it on facilities we do currently irrigate and what their costs are and prorate that out for the acreage."

Koller, "Sounds like an awfully healthy investment for..." Davis, "Well, and here again, mind you, that is an estimate and these estimates are on the conservative side. So, the project cost could be less, it would not be more. Again, it's meant to address the demand

for soccer. It is growing again and even though we could probably generate a little revenue by renting these out, it certainly would not be enough to cover these expenses. But, it is something that's becoming an increasing demand that we're getting more requests on." Koller, "Okay."

DeRoche, "Well, I don't, I guess I don't see a problem with it. Parks kind of took a hit for about the last year or so as we were trying to figure out how we were going to pay for the sewer and water project, the levy, making budget cuts. Parks and trails kind of took a hit so I'd like to put some money back into it." Davis, "As Bob has said, the transfer to the parks has been reduced from \$100,000 a year to \$50,000 a year. We actually had a moratorium on parks projects for 2014. We've done nothing at all in light of our attempts to solve our sewer bond financing payments. We do have to do a few things just to kind of keep up with what we have. I think these are all very worthy projects. There are some more projects there that are listed in the Plan over five years. These will be evaluated at the beginning of next year. We actually moved some of them down the list and some may actually fall off the list because these will be scrutinized very tightly as we analyze their impact and their need for future development."

Harrington, "I just have one more question. On that repair, the outdoor hockey rink, is there still room for that casual rink? We had talked about that." Davis, "There would be room to put another rink out there. Actually, three or four years ago we did have two rinks. We just graded the gravel parking lot, banked the snow up, and flooded it once the ground froze. But, there is room enough for another rink on the gravel surface out there."

DeRoche, "Any more discussion?"

All in favor, motion carries unanimously.

7.0D
Road
Commission
7.0D.1

Authorization
for Staff to
prepare a
Resolution
that would
address the
County Roads
conditions in
the City

Davis, "We missed this one, it was added to the agenda as a discussion of condition of County roads and direction from the Council to consider staff to draft some type of resolution to the County."

DeRoche, "Just tell them we have bad roads?" Davis, "Well, I think the point is, does this Council want to go on record noting which County roads we have that are in bad condition and let the County know? I think it's important that we do so, so at least we're on record of making this recommendation to the County that certain County roads in the City, particularly County Road 74, which is 221st Avenue; County Road 26 which is 237th; County Road 15, which is East Bethel Boulevard; and, probably County Road 68 going south into Ham Lake, are in dire need of more than just pothole patching." DeRoche, "Sounds good."

Moegerle motioned to authorize Staff to prepare a Resolution that would address the condition of County Roads in the City including County Road 74, which is 221st Avenue; County Road 26, which is 237th; County Road 15, which is East Bethel Boulevard; and, County Road 68 going south into Ham Lake. Ronning seconded.

DeRoche called a recess at 8:20 p.m. The meeting was reconvened at 8:23 p.m.

DeRoche, "All right, now that we're all back, any more discussion?"

Harrington, "I got an e-mail back. I think everybody here's received one that County Road

74, 221st, and County Road 15, Anoka County designated them as candidates for overlay for next year. So, that’s a start. We get 237th and it’s too late to get that one in but at least they’ll hopefully get something done on 74 and 15 next year. I think the Lake, from 22 to Lexington is supposed to be overlaid this year.”

DeRoche, “Yeah, I talked to Doug Fisher about a week ago and that’s what he had told me it was. Any other discussion?”

All in favor, motion carries unanimously.

**8.0
Department
Reports**

8.0A None.

Community

8.0B None.

Engineer

8.0C None.

City Attorney

8.0D None.

Finance

8.0E None.

Public Works

8.0F Fire Inspector DuCharme presented the April reports of Fire Department. “We responded to 46 calls, had quite a few medicals during the month of April, and there were actually 32 related medical calls that we were on. We also were out and got into 12 businesses for inspections. One thing to note that we did assist Oak Grove in April on a mutual aid fire, helped them put that out. We also had three vehicle accidents. A couple things that I’d like the Council to know. One, burning permits are available now. The DNR did lift the burning restrictions in our area so as of right now, people can go to either the Fire Wardens or here at City Hall and obtain a fire permit. Remember, that would be for pile burns and that type of thing. Burning, actually with the permit, is really from 6 o’clock at night to 8 o’clock in the morning. It’s for night time burning. The reason for that is that’s when the higher humidity is and also less of a chance of bothering neighbors with smoke and things like that. Rec fires are okay and as we’ve said before, rec fires should be no more than three feet wide and not any higher than three feet high. Rec fires are not burning leaves and grass clippings.

On the medical part, I did want to note that we that we, it shows we did have six canceled events that the Fire Department was canceled en route. But of those six, four of those were still transported. So, it has been the history, most of our medical calls, we are assisting Allina, the ambulance company, in transporting the patients to the hospital. Can I answer any questions?”

Moegerle, “Could you tell us about the grass fires? I noticed one that was on 65. Was that a cigarette? Or, how did, how are we having grass fires?” DuCharme, “Unfortunately, many of the grass fires along the highway right-of-way are not easily discovered as far as cause and origin. That’s usually the DNR that investigates that. Although we are pretty

well trained in that. That particular fire, it's just one of those things. We know it wasn't lightning so, you know, most likely it was caused by something that was discarded. Now, we've had a very wet period. Of course everybody knows that with multiple inches of rain, but one thing I try to remind people of is a lot of what we call the 'fuels' of grass fires, it really only takes an hour or two for that to dry out before we're back into the fire issue again. So, it looks like next week it's going to warm up here, throughout the week, and those days that it isn't going to rain, there's a good chance of burning. Incidentally, I think Cedar Creek, the University of Minnesota, now I've had questions of why they are able to burn. I just want to remind the Council that our jurisdiction doesn't go over there. However, they have a highly trained crew over there for their prescribed burns and the other burning that they do over there."

Harrington, "Mark, you did say earlier that you can burn during the day but you have to have a variance?" DuCharme, "Yes I did. You can talk, or call, the Cambridge office of the DNR and ask for a variance. We do not give the variance, that comes right from the State or the Minnesota DNR. If there are reasons to do that, that's common sense, the DNR will allow that. Much like, you know, sometimes prescribed burns, land owners will need a prescribed burn done and they'll get a variance for that too, for the daytime."

DeRoche, "Anybody else have any questions? Comments? Thanks Mark." DuCharme, "Okay, thanks very much."

8.0G
City
Administrator

Davis presented the staff report, indicating the Council is asked to consider approval of a contractor for the Ice Arena Management Contract

8.0G.1
Ice Arena
Contract

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 five 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. The Request for Proposal (RFP) was advertised in the *Anoka Union*, the City Website, Minnesota Ice Arena Managers Association. There were three submittals for the Management Services Contract:

- 1.) Rink Management Services Corporation;
- 2.) North Metro Community Association; and,
- 3.) Gibson Management, LLC.

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 withdrew their proposal prior to the meeting so they are no longer under consideration.

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:

- The facility could be leased outright for the total operations; or,
- The City could 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, 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 City 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.

At this time, staff recommends that Council consider approval of a contractor to provide the 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.

DeRoche, "Any suggestions? Ideas? Thoughts?"

Davis, "I'll add a couple things. I have talked with both of the submitters of the RFP, Gibson Management and Rink Management. They both indicated that they would be willing to negotiate their fee. Gibson Management has indicated they would be acceptable to a one-year contract. Rink Management said they would have to have a two-year contract. I've also told both parties that we would consider making the St. Francis Youth Hockey Association as part of a management committee to work closely with both the contractor and the City as their input is valuable. They're also our biggest customer. So, both parties are willing and open to negotiation on the contract. Gibson Management seemed to be more open to all the requirements that we had. Rink Management, they had a few more restrictions that we would have to work out with them."

DeRoche motioned to direct staff to negotiate a contract with Gibson Management. Harrington seconded.

Moegerle, "Yeah, I, you made the motion before I could make a motion for Rink Management. I think we have had many years of seeing what Gibson Management could do. I think that when we sent out this RFP we indicated, perhaps the history, but I think we were talking about and anticipating a three-year contract. I think to change from three years to one year is pretty steep. I think that the two year, that Rink Management suggests, is a

good compromise. I know that Gibson has made some changes here recently but they've had since 2008, I believe, to make those changes. I like to give people second chances but I just think that Gibson has not taken our concerns with this seriously. And, I generally think this is time to have new blood in. So, I will be opposing that motion."

DeRoche, "Any more discussion on the original motion?"

Ronning, "Yeah, I guess I share the, shared with more than a couple that we've been disappointed in the past. And, I believe we've had discussion about getting out of the business completely. I would be in favor of a one year because as far as I'm concerned, it's an annual review. If we aren't doing much better, make a gun range, indoor basketball, or something."

Harrington, "One of my concerns with Rink Management is I don't know if they've been inside the Arena. You know, what it looks like. If they're going to say, 'You need to stick \$50,000-\$100,000 into this Arena.'"

Moegerle, "They did say in the minutes that they had been in there. Isn't that correct?"

Harrington, "I just don't want the City getting stuck, you know, with \$50,000 to \$100,000 bill if they say we need to upgrade things inside the building. At least with Gibson, we know what we've got. It's one year."

Moegerle, "And, I guess we just ask you. Do you think we need to put \$50,000 in?"

Randy Peak, with Rink Management, (off mic), "You know, everything as far as capital improvements or what should be added would be brought to the City Council for approval. It wouldn't be something that we said 'do this or else.' It would be, here's our recommendation and here's the reasons why, you know, what actions need to be taken."

Moegerle, "And, North Metro said there were capital improvements that were, I think, desperately needed. 'Desperately' I think is what I remember, but I'm not sure."

Davis, "I don't think anybody denies that there are needs for capital improvements. And, being in the 'black' for the first time in 20 years in this facility will now permit us to entertain some of those things beyond the normal maintenance and operating budgeted stuff. I think the concern that Tim mentioned, and it's one that I had too, that Rink Management may have been in our facility but they never requested a tour to go over all the little intricacies involved in running that. I'm sure they have experience and probably, they may have forgotten more than we know about operating a facility but, each facility has its own little issues and I'm not sure that you are aware of all of those. I don't want to get into a situation like Tim mentioned where we enter into a contract with someone and they come back and say, 'Look, we weren't aware of this and we need to invest 'X' number of dollars in order for us to execute our portion of the contract.' Whether this is the case or not, I don't know. But, I just don't want to get into that situation."

Moegerle, "That could be covered contractually, couldn't it?" Vierling, "Effectively, no. Practically, no, I don't think so."

Koller, "We keep bringing it up that it was in the 'black' for the first time. But, wasn't it in the 'black' because we dumped some money from the cell tower into it?" Davis, "That's

true.” Koller, “So, it really wasn’t in the ‘black’ we just dumped more money in.” Davis, “Well, there was a subsidy that made it go in the ‘black’ and that’s why we’re saying from now on this thing has to be self sufficient because those cell tower revenues will be directed elsewhere. There is nothing to subsidize the operation of this. When we say ‘in the black’ too, we do meet operating expenses. In the budget, I think we’ve got \$72,000 for depreciation, which is money we owe ourselves. If we operate, only generated \$160,000 there still wouldn’t be any City funds that would have to go to support the facility. But, we wouldn’t generate any funds for future repairs and maintenance projects either. So, it’s important that we generate those monies to keep this facilitate afloat as we move forward into the future. But, you’re correct Ron, the income from the cell tower lease has been plowed back into the Arena since the cell tower was erected. That’s primarily the reason we are in the ‘black.’”

Ronning, “If I recall the numbers, I think we missed the mark by about \$19,000. Are you able to comment how bad the, well, it didn’t make anything at all before.” Davis, “I think you’re right. If you deducted the cell tower lease payments from our budget, we would be approximately \$19,000 to \$20,000 short of breaking even.”

Ronning, “Is that better, or worse, than in the past? Do you know?” Davis, “It’s improved each year. That debt has gone down not only because of cell tower leases but because of increases in revenue. Even though the revenue for ice sales has declined the last three years, we still have been able to make positive gains. But, without the cell tower lease payments, what we have now, we wouldn’t be in the ‘black.’ And, that’s why we have to do a look at a whole restructuring of how we are running this. That’s why we need to integrate St. Francis Youth Hockey Association as part of a management committee. That’s why we need to increase our ice sales time or add sales, capitalize on what we are going to do with dry floor event sales and lower the fees for the management contract. So, we are trying to look at it from both a revenue and expense side. And, as we mentioned too, to do things to make this building more energy efficient. We spent \$53,000 last year on gas and electric bills. So, part of everything going forward would be to lower costs and increase revenues. I think that the facility does have a chance to be able to operate at a breakeven position. And, if it isn’t then we’ll have to evaluate its use in the future.

DeRoche motioned to call the question on the original motion. Ronning seconded.

DeRoche, Harrington, and Ronning-Aye; Koller and Moegerle-Nay, motion carries.

8.0G.2
Personnel
Policy

Davis presented the staff report, indicating 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 situations and to correct other deficiencies in the Policy, the attached modifications are submitted for your 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.

Staff requests discussions of the revisions, additions and deletions to the City Personnel

Policy and direction for an action on this matter.

Moegerle motioned to table consideration of a City Personnel Policy until the City Council passes a Code of Conduct for itself.

Moegerle, “I think that the City Council shouldn’t be imposing a Code of Conduct on employees if we don’t have our own Code of Conduct. And, of course, the existing one would stay in effect.

Motion fails for lack of a second.

DeRoche, “I would; however, table it to be able to do some more reading. Is there an actual copy, Jack, that has the red lines instead of the black? Because with the black going through everything, you just can’t really see what it is.” Davis, “I can print that out in color if it’s required.” DeRoche, “Could you?” Davis, “Yes.”

Ronning, “Is it on-line available too.” DeRoche, “Well, if it’s on-line, you can do, the red line is?” Davis, “Yes.” DeRoche, “Well, that’s fine.”

Moegerle, “Other than that, I think it looks very good. I haven’t checked it for spelling or punctuation.

DeRoche motioned to table consideration of a City Personnel Policy to allow more time for discussion. Koller second.

Moegerle, “Actually, I think it’s self explanatory and I think it looks good.”

DeRoche, “There is no discussion. It’s over. We voted.” Vierling, “There’s a motion on the table and a second on that.” Moegerle, “There wasn’t a vote.” Vierling, “They’re waiting for the vote.”

DeRoche, Harrington, Koller, and Ronning-Aye; Moegerle-Nay, motion carries.

9.0 Other

9.0A

Staff Reports

Davis, “I have nothing to add.”

9.0B

Council
Report –
Member
Ronning

Ronning, “I don’t really have anything. The weather’s changed, the holiday is coming, you maybe would say, ‘Be careful on the lake this weekend.’”

DeRoche, “Yeah, a lot of boats. They got patrols out there Shelly?” Orlando, “You betcha.” DeRoche, “A lot of boats.”

Council
Member
Harrington

Harrington, “I’ve got a couple things. Is there an update on 185th and Laurel, and Lincoln? Where that project’s at? Is it still on for this year?” Davis, “The City Engineer will make a presentation on where we are with all of our projects at the June 4th meeting. We had a discussion on that particular project last week and it was emphasized there needs to be a rush on getting those right-of-way agreements completed, signed, and executed. He’s working on that. There’s one final little issue, with a wetlands issue at the curve at Laurel and Lincoln, which should be taken care of within the next week or two. But, Craig will be here at the next meeting and give us an update on all the projects, roads and forcemain and

water and sewer.”

Harrington, “Secondly, last week at our Roads Commission meeting, we had Mn/DOT in. They’re trying to give us some ideas on how to relieve the traffic on 187th. There’s a lot more things we’ve got to look at. Mn/DOT does not want any more entrances onto Highway 65. There was talk of a light. I think the light, they want them two miles apart instead of one mile. So, I don’t know where we’re going to go. We need to find some way to relieve that traffic over there.”

Ronning, “As a resident, I was attending that meeting and it really seemed they were upset over something else. And, it’s just like, go do something unmentionable because we aren’t talking to you.” Davis, “We had previous meetings with Mn/DOT regarding this and their policy on traffic lights has been consistent throughout. Their automatic response is, ‘No.’ I do think that getting a light at that intersection is going to be an uphill battle. Unfortunately, many of the standards that Mn/DOT uses to justify those are measured with fatalities, which is very tragic in my opinion. But, it’s something that we’re going to continue to work with. We actually have a meeting set up with one of the property owners on the east side of 65 to discuss his needs and requirements for access, next week. And with that, we’ll keep discussing this with Mn/DOT and anybody else that will listen to us. Keep in mind, too, that Mn/DOT did approve a traffic light at that intersection in 2002 or 2003 and the only reason it wasn’t installed was a project for a grocery store was withdrawn in the eleventh hour and, therefore, the traffic light project went away. So, it’s also indicated on all of our future transportation maps that it’s an intersection for signalization. If that’s not possible, we’ll be looking into other alternatives too, like a service road to connect to 22 on that side. And, if Mn/DOT is adamant about no traffic lights, then they should make sure we get full funding from a Cooperative Agreement Grant. We might have to agree to no traffic light if they’ll give us \$700,000 or \$800,000 for a service road. So, we have some discussion with them on several other options.”

Ronning, “As a watcher, personally I’d say it looked like their feelings were hurt. But, they were upset, clearly, about that Johnson Street project. They went back to that thing a number of times and then it was after the Johnson Street comment, it was ‘No Johnson Street, no nothing.’ Anything that was brought up was, ‘No.’ Am I mis-stating that Tim?”

Harrington, “No. I asked for an entrance off 185th and he, ‘No.’”

DeRoche, “Well, we’re not going to be in a big discussion about that whole thing tonight.”
Ronning, “Yeah.”

Council
Member
Koller

Koller, “I really don’t have much at all.” DeRoche, “Well ‘much at all,’ what have you got?”

Koller, “I was supposed to go to the Booster meeting, which was at the same time as our meeting, so, I missed that.” Ronning, “Me too.”

Koller, “I got Sunrise Watershed coming up and Planning & Zoning coming up. So, I’ll have something to say at the next meeting.”

DeRoche, "Well, for your information, construction on 65 in Spring Lake Park and Fridley is scheduled to begin June 11, 2014. The project will have significant traffic impacts so please adjust your schedule if you're going to travel in this area. Jack, I think you and I were, do they have anything on line yet as to some kind of a...have you heard anything Shelly?" Orlando, "I have not." Davis, "On the Anoka County website, under the Highway Department, they should have their detour plans listed there. I don't know precisely what they are but if you are traveling in that direction, I would check with that because that's going to have a significant impact on traffic going north and south on 65 in that area."

DeRoche, "Last Thursday I had the opportunity to go over to the Lino Lakes Detention Center, Juvenile Center. It was kind of a lunch and meeting with the Anoka County Department of Corrections. Interesting place. A lot of vendors and colleges, trade schools had booths and everything set up for the kids. They had a couple Marines there, the kids were talking to them. A couple of the fire fighters. You could actually kind of see some of the kids 'light up' a little bit to see that there is something out there. And, from what I'm getting out of the folks through the different committee meetings, they really do try to work with kids. And, you know, it's not just 'all kids are bad.' Some kids are in a bad situation and have never been given an opportunity to pull out of it. So, didn't seem like a real good place. We didn't go to the Department of Corrections part but the juvenile and the secure and non-secure part didn't look like a very fun place to be. I'm sure, and they said they sometimes get ten, eleven kids in there on a Friday night. Whether they're down at the park and being stupid, or whatever, parents are gone. They bring them in, give them two-three days in there, and then they don't see them any more because it kind of gives them a little, a reality. Anybody watches any prison shows where they have the steel tiers and you walk up, and the little blocks, that's reality in there. There's not much in the rooms. Cement bed, little stainless steel toilet. So, it's good to see that they're doing stuff. I was really happy. I had a good time talking to the vendors and asking them, 'Well, you know, some of the kids come out of here, how do they get their record expunged if it's not too bad? Is it a stigma attached to then? Well, you've been in Lino Lakes so now you're no good?' And, there are a lot of programs out there to help these kids out. And, if anybody needs help, I'll drop some literature off here, that we can kind of guide it. Or, if you know some parents that would like some information, I think it would be good for them."

Other than that, lakes, you know, will build up with traffic again. I'm glad to hear that there are some patrols out there again because there are way too many people on the lake with boats that probably, maybe shouldn't have them. You know they look like fun, people spend \$50,000-\$60,000 on a boat, don't realize boats don't just stop. And, by law, you cannot create any kind of a public safety hazard or nuisance. But yet, you'll see boats buzzing the docks within 20-30 feet. Not realizing, maybe, somebody's out there swimming. So, if you're out there doing it and you get stopped by the Anoka County Sheriff, good for you.

The only other thing I've got, other than that, you know the last time I said I went to the Mayors' Conference, got to know some people, and I've had a chance over the last couple weeks to hook up with some of the Mayors that I talked to. Sent information back and forth. I thought it was a worthwhile trip. I really did."

Council
Member
Moegerle

Moegerle, "Can I have Council Reports?" DeRoche, "Oh, I'm sorry." Ronning, "Missed one"

Moegerle, "My name is Heidi Moegerle and I've been on the City Council for three years"

and five months.

And, I wanted to let you know very good news is that the Forest Lake voters rejected the \$176 million levy to update the buildings. So, yesterday was the election day and it was exciting that Coon Lake Beach was abuzz about the tax levy and voting. So, that was just an excellent sign for the November election. And, that's really great.

I also attended the Roads Commission meeting and think it's worthwhile for you to read the minutes of that when it comes out to see just exactly what Anoka County had to say and, I'm sorry, the State had to say about the funding and frontage/backage roads, just so you have that accurately. Not that it was mis-stated here, but just so you have the full picture. There is a vacancy on the Roads Commission so if there is someone who would be interested in being on the Roads Commission, that's something you might want to consider.

Anoka Parks and Recreation has brought out their summer schedule so there are a lot of fun things out there to do.

So, that's all I have. Have a good holiday."

Ronning, "What was the levy for?" Moegerle, "Buildings. It was for all kinds of building repair, maintenance." Ronning, "\$170-some million?" Moegerle, "\$176 million, and I've heard it as much as \$188 million, but it's hard to tell."

DeRoche, "\$188 million plus \$10 million to refinance what they had and about another \$100 million in interest for the money they were borrowing. It was about \$387 million."

Moegerle, "The *Pioneer Press* said today \$176 million but \$188 million was also a number that was used." Ronning, "A lot of money, one way or another." Moegerle, "But, just for the Forest Lake School District."

9.0C
Other

None.

10.0
Adjourn

Moegerle made a motion to adjourn at 8:53 p.m. Ronning seconded; all in favor, motion carries unanimously.

Submitted by:
Carla Wirth
TimeSaver Off Site Secretarial, Inc.

EAST BETHEL CITY COUNCIL WORK MEETING

MAY 14, 2014

The East Bethel City Council met on May 14, 2014 at 6:00 PM for the City Council Work meeting at City Hall.

MEMBERS PRESENT: Bob DeRoche Tim Harrington Tom Ronning

MEMBERS ABSENT: Ron Koller Heidi Moegerle

ALSO PRESENT: Jack Davis, City Administrator

1.0 Call to Order The May 14, 2014 City Council Work meeting was called to order by Mayor DeRoche at 6:00 PM.

2.0 Adopt Agenda **Ronning made a motion to adopt the May 14, 2014 City Council Work Meeting agenda. Harrington seconded; all in favor, motion carried.**

3.0 Ice Arena Management Contract Proposals Davis presented the staff report and indicated the City Council received presentations from Rink Management Services Corporation, North Metro Community Association and Gibson Management for the Ice Arena management contract for a three-year period at the May 7, 2014, City Council Meeting. At the conclusion of the presentations and Council motioned and approved a Work Meeting for Wednesday, May 14, 2014, at 6 p.m. to continue discussion of this matter.

Since that time, the North Metro Community Association has withdrawn their proposal for the services contract. We now have two vendors to consider: Gibson Management and Rink Management Services Corporation.

It was noted the following had been provided for Council review: Ice Arena Budget; Rink Management Services Corporation RFP Proposal; North Metro Community Association RFP Proposal; and, Gibson Management RFP Proposal.

DeRoche, "With that being said, what negotiations have gone on? Anybody lower their price a little bit?"

Davis, "Both groups said they would be willing to negotiate. No dollar terms were discussed but both said they would be willing to negotiate their price. We had some earlier discussions in our budget for the management services for 2015. We had projected a fee of \$80,000. So, I would propose that we either, if we do select somebody or recommend somebody, that we start at that or even \$70,000, depending upon whom it is. Then, there is also a number in here. You have a sheet that was passed out that shows you what our budget is, what we need for revenues. We need \$223,500 worth of ice sales times. My recommendation would be, once whomever gets the contract reaches that number, then all sales beyond that point we could considered splitting that with them on a percentage basis. That would give them extra motivation to sell the ice time, give them the potential to reach maybe what they'd originally proposed, and also provide us with some extra revenue for the Arena."

DeRoche, "Any comments Tim, while Tom's getting ready?"

Harrington, "Well, while talking earlier, instead of a three year with two, could we go down to a one or two or something else?"

Davis, "It doesn't have to be a three year deal. That's what we'd originally considered but if we are unsure and we want to select one of the two that's still left and do the year deal just to see if they're going to work out for us or we're going to work out for them, that's something we can offer."

DeRoche, "Well, we've got one, the Ice Management people put in, and we have Gibson's. I guess my main question is if Gibson's going to change from what is in the past, which would be, to me, a good reason to say if we went with them, that we'd go a year and just see how things work out rather than going on a three-year deal. Yeah, either person can get out of it if they, or break the contract, but why even go down that road if we don't have to?"

Davis, "I think in this situation, may be a one year deal may be to our advantage at this time. Even if we signed a one-year deal, if we're satisfied with the services we get from whoever it is, we can extend that contract at the end of the year. That can even be an option in the contract. It could be extended for another year or two-year period, whatever we deem appropriate. Also too, it would find out if Gibson's were the ones selected and they have made some changes within the past week or ten days, it's a little bit late but if that's indicative of what they're going to do as to performance as we go along, maybe they do recognize the importance of those issues that we've been trying to emphasize to them. If they improve on that service, maybe it's something we would consider going with them for a future deal. But, at least it's a time to test it out and see what happens. One thing that I think we should consider doing too, no matter whom we select, is that we make this local group that did submit the proposal that had to withdraw part of a management team. Let them be a committee so we could work with them and try and incorporate some of them in some of our meetings. They had some good ideas. They are the predominant user of the facility too. I think it would help coordinate what their needs are with whoever is managing the Arena."

DeRoche, "Yeah, seeing who they are the ones who primarily use it, why they haven't been included in the past, I guess I'm a little miffed by." Davis, "Well, they have but not in any real formal agreement. I think it would be a good move and a good decision on our part to more actively incorporate them in this. It may be too that they may want to resurrect their proposal again in a year. Or, they may find that this is a better working relationship too if we can get something good from whoever we get to do the management for the services for the Arena."

DeRoche, "What is Ice Management offered up? I mean, it's easy for somebody to say, 'Yeah, we'll negotiate and look at the price.' But, when you get right down to it, what are they really going to do?"

Davis, "Other than the fact, I forwarded you their responses, they both said, Gibson and Rink Management Services, both said they would be willing to negotiate the price. I think that in order to do that, we really need to set the terms and to me the terms are a maximum of \$80,000 for a contract. That's maximum and it could even be lower, but a maximum of \$80,000 for a contract and then once we reach that ice sales figure of \$223,500 that we need to break even, then we can agree upon some percentage of a split going forward. I think the

negotiations would be more of the City saying, 'This is what we'll do.'"

Ronning, "It's food for thought, talking about a shorter term. Has anybody looked at, first of all, have you spoken with either of the two remainders?" Davis, "I have spoken with Gibson by phone and the other party by phone too and e-mail communications." Ronning, "Pardon me?" Davis, "I have spoken with both parties by phone and with e-mail communications." Ronning, "Okay."

Ronning, "If we are in business, we would look at both proposals and 'cherry pick' the best of both and then start there with what we want. And, I don't know if you go, if you start getting receptive there, then you start looking at what kind of money we're talking about, I would think. I've got to say I haven't looked at it close enough to say that I've 'cherry picked' any of it. But, they're fairly similar, I think, as well. It's a shame the other one didn't hold in. I liked them."

DeRoche, "Yeah, I was, I said it to Jack before that I was kind of leaning that direction." Ronning, "Yeah."

DeRoche, "Just for the simple fact, Ice Management, I think they have a great program and no doubts that they can probably come in, but I don't know if they have kind of the 'small town feel.' And, East Bethel Ice Arena, one of my concerns, you know, would be also no matter who's in there, 'Yeah, we're going to do this and meet the numbers but we need the City to commit 'X' amount of money and redo all the stuff inside.' I don't know how much extra money we have to do that."

Ronning, "Is that part of the proposal? That they give us needs and we take it or leave it and if we don't provide what they're interested in? We're not that far into the agreement but if we're not able to provide what, if that's an escape clause for them."

Davis, "No that's not. That hasn't been mentioned. I think what Bob's saying is kind of a concern that I have too. I don't want to give the contract to somebody and they come in and say, 'Look, we need to make these improvements in order to be able to operate this facility efficiently and without these, we're not going to be able to meet these sales requirements we have.' I'm not saying that would happen but it is a concern, especially with a new group. So, we'll just have to see how that plays out but I think it is something we have to consider when we talk to them or consider recommending a contractor."

DeRoche, "Well, yeah, I mean even if they're willing to, I guess it would be 'front' the City the money and do it, and for some reason something happens and they want their money, well I don't know if they'd want it all back because they probably would have been using it."

Davis, "There was a provision in the proposal from the North Metro group, I think, that if they put some money in they would expect to be reimbursed if they were ever to leave the management of the facility. I don't think we would ever want to enter into that type of agreement with anyone. That's one thing that's going to put us at too much risk. Another thing too about the Rink Management's proposal, and again I think they bring a great systematic business approach to the operation of the Arena, but if you look at their RFP, that's pretty flashy. You look at that notebook and say, 'Gosh, that's really something else.' But, when you start looking at it, it's only about three pages of 'meat' and the rest of it is pictures and things from 37 other facilities across the US." Ronning, "A lot of white

space.”

Davis, “And, again, I have no doubts that they can do a fantastic job. Just a couple concerns and I think I sent these out earlier. The two concerns I had: Would they put us in a position where they would try to say that we need to make ‘X’ number of improvements within the facility for them to be able to operate it? And number 2, we know that they are a national concern and that their stake and involvement in this would probably be less than the North Metro Community Association’s or Gibson Management’s. Those are my two areas of concern with that proposal.”

DeRoche, “Well Mr. Harrington, what do you think?”

Ronning, “Have we gotten an estimate from either party? What they think needs to be looked at in there?”

Davis, “No, not from either one as far as any specific capital improvements but we’ve worked with Gibson and gone over some things. We know some things are going to have to be done and we do have a schedule of improvements. But, they’re not, they’re more cosmetic things that are going to be designed to spruce up the building, make it more attractive in the hopes of enhancing the sales of ice time. As far as physical facilities go, we do know that at some point we will have to invest some money into restroom facilities. They’re 20-some years old. Even when they’re clean, due to water, there are rust stains which do not make them look as attractive as other restrooms. The interior of the lobby is a dull color. It’s going to need some paint and good cosmetic things to improve and enhance the image of the arena.”

DeRoche, “Well, I know the front doors need a little help.” Davis, “Yes, those are the next things we’re going to do. We replaced seven doors already, done some concrete work on the outside where we had some, quite a bit of salt erosion, and those are just minor things. We’ve been trying to do this as we’ve had money. Currently, we went into the ‘black’ for the first time this year. So, the next scheduled improvements will be to work on the store front doors on the front to make them function smoother and make them seal better. That will save us a little bit on the heat bill too.”

DeRoche, “In light of the fact that we pay the utilities in there, you know, you tighten up **you** house.” Davis, “As you can see, we pay approximately \$53,000 a year for gas and electric service there.”

Ronning, “If you back out the tower lease, we’re about \$19,000 in the hole.” Davis, “That’s why I think it’s important to negotiate that fee based on attaining a certain sales and then anything over that sales number would be split on a percentage basis.”

Ronning, “If it can’t support itself, speaking for myself, I don’t think we have the money to provide hockey places for surrounding communities. Davis, “We don’t and that’s one of the things that we discussed with all three of the people that submitted **this**. Not only was the goal to make this self-sufficient, it had to be self-sufficient to continue operating. We can no longer afford to subsidize it.”

DeRoche, “And, that’s been kind of a concern for a long time. It’s not that we’re dis-compassionate towards kids and wanting people’s kids to have a good time. But, East Bethel can’t be doing it on our ‘dime.’ Unless, of course, people want to help us by putting

money in a sewer fund and taking care of some of our other bills. That would be all right.”

Davis, “The only other option, just like you say, is we would have to go to St. Francis and Oak Grove and say, ‘Look, we’re providing recreational opportunities for children that live in your cities. We need you to contribute ‘X’ amount of dollars to help us keep this facility open. Or to at least make up the difference in the amount we’re collecting and the cost of operations.’”

DeRoche, “Well, I see some representatives here this evening. Do you want to talk?”

Davis, “But I really think that we do have an opportunity, though, to operate this at least to a break even standpoint for the next three to five years. At some point, we may reach that saturation where we only have one rink, there is only so much money we can generate depending on what costs continue to do. We may have to look at some other things. But I think if we can increase our ice sales and increase some of the dry floor activities, that we could meet that revenue projection for the next three to five years to break even or become net revenue producer.”

DeRoche, “That has to be our goal.” Davis, “Yes.”

Ronning, “Are we aware, or do we have intentions of learning if there are any efficiencies that we can create in the building?” Davis, “We did replace the lights in that building about four years ago, which resulted in some fairly substantial electrical savings. We did get a grant to do that work. I think at the same time they did an energy efficiency study on the building. As part of that, it was recommended to replace all the exterior doors. We have gotten that all done now except for those front storefronts. Other than that, those are the two big items. It will probably be energy efficient or energy savings to look at replacing or upgrading the hot water heating systems in there. We also did some work on the infrared heating system. I think that was more of a safety issue too. It’s gas and there was a little bit of an odor some place so we got that corrected. Another issue too that we’re going to have with the Arena, one reason it has to be self-sufficient and keep generating some income, is at some point in the near future, we’re going to have to look, probably, at buying another Zamboni.”

Ronning, “Yeah.”

Davis, “The one we have there is 20 years old and we have to have that piece of equipment in order to operate the Arena. Depending on where you go, gas or electric, you’re looking at \$60,000 to \$100,000+.”

Ronning, “And, there are no used Zamboni dealers around?” Davis, “Not too many.” Ronning, “Not too many.” Davis, “And, most people are like us. You know, they utilize them until their useful life is pretty well depreciated.”

DeRoche, “Well, I’m looking on the internet here, under County, State, or Federal Grants. There seems to be quite a few that either we could look into. Or, would that be something that whoever is managing the Arena, that they look into? Maybe a combination of both? Davis, “We could also go back to Connexus and Centerpoint or Excel.”

Harrington, “I think it’s Excel.”

Davis, "Both of those companies do have programs that do have some energy efficient grants or rebates that you can qualify for, for improvements. So, that would be another source to check into."

Ronning, "You mentioned the infrared. That's the radiant?" Davis, "Yes." Ronning, "How much of the building, I haven't noticed any of it myself, how much of the building is heated by that?" Davis, "Only the bleacher section." Ronning, "Okay. That's one of the most economical." Davis, "Yes, that's a very efficient heating system."

Davis, "A couple of other things we've done too. We did replace the big roll-up door for the Zamboni room. That thing was leaking lots of cold air. Incrementally we are making progress on tightening and sealing that building up and getting some necessary improvements done at the same time."

Ronning, "Thinking about Bob's mention of grants, is that a City function? Or, is that an anything function?" Davis, "We would have to be the applicant for it. Those aren't that difficult to check out, to see what's available and to see what the process is."

DeRoche, "Are HRA funds available at all for that?" Davis, "I would say not. It would really be a stretch to relate those back to some type of housing activities."

Ronning, "The bathroom, you said, are blighted." Davis, "Yes, the bathrooms are blighted, that correct."

DeRoche, "Is the building disability?" Davis "ADA compliant?" DeRoche, "There you go." Davis, "Todd or Derrick, can you address that question? Does it meet all ADA requirements?"

Davis, "There is a curb cut where you can get a wheel chair up, but the doors don't have automatic openers. That would be one thing that would have to be done to make it ADA compliant. I'm assuming we have at least one stall in the bathroom that's handicapped accessible." And, is there a handicapped seating area around the rink anywhere? Where people with wheelchairs can be accommodated?"

Audience member, "There was a ramp that Youth Hockey built for one of the dads who was in a wheelchair that we built for them."

Ronning, "Should we be repeating what the answers are?" Davis, "Yes, I guess, when you speak, just come up to the microphone." DeRoche, "You guys can come up anyway and talk." Davis, "This is just a Work Meeting. It is open." DeRoche, "Yes, it's open to anybody."

Harrington, "You were talking about the bathrooms, are the locker rooms fine? Do they need any work? I haven't been in there." Davis, "The main problem with the locker rooms is ventilation, in my opinion. Of course, a locker room is a locker room. I don't care, there is going to be some odor. I don't know of, the schools probably should have more responsibility, maybe, in keeping those things cleaner and neater. Making sure the kids get their stuff out of there and not let it linger for a long time. As far as I know, the locker rooms are adequate. They do have some new lockers in there but the high school put those in. We didn't have any expense on that."

DeRoche, "Ice Management knew we were having this Workshop tonight, right?" Davis, "Yes."

Ronning, "A couple of the proposals had the suggestion of advertising. I don't think there's any existing information regarding that. That sounded like a good..." DeRoche, "That Ice Arena is on Channel 10, if I'm not mistaken."

Ronning, "I'm thinking about local businesses." DeRoche, "Oh." Davis, "We do sell and encourage management to sell as much advertising as possible and in the existing contract, there is a provision that once it reaches a certain level, then we'll share in the profits of that. That could be one thing that could be increased as a contract requirement. I personally think that we're probably missing out on a lot of opportunities for advertising sales. That would be another reason to get the Youth Hockey group in with this. They have a lot of connections and I think they could probably drive and generate potential advertising sales in St. Francis and Oak Grove where we have very little contacts."

DeRoche, "How does that work now? Somebody wants to advertise? Do you want to speak to that?"

Todd Gibson, "I'm Todd Gibson. What they do is, we send a letter out to all businesses that we have advertising spaces available in the Arena. We have some, we have County Market right now from St. Francis. I think the Army has one in there. There are a couple of other flooring businesses in there as well. So, we do send out information for advertising. It's very, very inexpensive. But for some reason, there's not a lot of 'bite' on it."

DeRoche, "Maybe the parents could help on it." Gibson, "We talked to all the parents, they are, 'Yeah, yeah, yeah,' but nothing ever comes out of it. So, I don't know if there's that fine line of the 'old day' between the City and the Youth Hockey is still there a little bit. So, we're trying to mend that a little bit."

DeRoche, "Yeah, but the 'old' City's been gone for..." Gibson, "No, but it's some of these other, you know, some of these people that have businesses have been around for a while. So, it's kind of one of those..."

Ronning, "I don't know if Tim's aware of what you're talking about, the 'old' I'm not, maybe you could speak to that a little bit?"

Gibson, "Well, there's the old Youth Hockey group, when we first took over they wanted to buy the building. They were going to build their own rink over in St. Francis and they were going to, you know, do this and that. And, nothing ever happened so they had to keep coming back to the Arena. They all said, 'We'll help volunteer, we'll help clean the bathrooms, do all that and this.' And, you always said, 'You bring in your licensed contractors, you bring in your paperwork to show this, you can do this work.' Well, we have people who will donate toilets, well, we've been waiting for six years for those. It's kind of one of those things where it's like, that's where it started way back when, when the City had to take over for the parents who had, that, ended their houses, and then it just kept going and escalating every year to new people."

Ronning, "That advertising is interesting to me because it's cash flow if you can do it. Get one or two places and then use that for your mailings. If you have something in there and someone says, 'Well, that's...' Put something in there that competes with, like food. Then

you're going to at least have some competition to be interested."

DeRoche, "I don't recall seeing anything like family skate night or..." Davis, "We have two open skate nights. That's New Year's Eve and the last day that the ice is in. Traditionally, the Youth Hockey Association and High School have taken, generally, most of the prime time."

DeRoche, "On Sundays and stuff? Saturdays and Sundays?" Davis, "They utilize that thing quite a bit for practice. But, here again, that's something that could be incorporated into...I think one of the proposers said at the last meeting that they like to do Learn to Skate Programs so that it generates potentially more interest in the Youth Hockey, which gets their numbers up, which is good for everybody because it will drive ice sales more. That may be something too. It has to be, when we do this, look at the contract, and say, 'We've go to do 'X' number of open skate times, or whatever, or these Learn to Skate Programs. That could be a portion of what was required."

DeRoche, "Well, I think it might be a little more palatable to people, seeing how they're paying taxes to operate an Arena that they can't skate in. And, if the only way that, you know, you were somewhat offset what they're paying and still pay the bills, because it's either that or we tell Youth Hockey, 'Look, we need to raise your rates. You're the only income we've got coming in here and it's not quite enough. So, either raise your rates or we open it up to the public and let people, I don't know, like roller rinks used to do."

Davis, "You know, we have raised rates. One of the problems with open skate stuff is we don't have any skate rentals. So, if you don't have skates, it's hard to do that. And, it's hard too even when we've had the open skate nights, we've never had big crowds. And, it's been free. There has been no charge for it. But, even with open skate nights, you're not going to be able to charge somebody. If you had 40 people and you charged them \$3 or say \$5 a head, which may be pretty expensive, that's \$200. That's an hour's ice rental right there. You get that in an hour renting to Youth Hockey in the High School. When you have just the one sheet of ice, it's kind of difficult to do some of this stuff. But, I think there could be times integrated that probably could be a few hours here and there opened for that purpose. You know, if people have skates and want to come in there and skate, then they can do so."

Gibson, "Just about the public skating, for the New Year's Eve skate, we had it for three hours, from 9 to 12. We had about 45 to 50 people. Then the last day of the year we always have the open skate for the community. There were 13 people there for two hours. For us, it's do we rent that hour of ice for \$185 to the Youth Hockey group? Or, do we hope the community comes out and skates for the public skating. That's the thing. With no skates, you are charging \$3 a head, that's \$13, or 13 people, that's, there's a big difference. So, that's the one thing. Normally public sessions are Friday night from 7 to 9; Saturdays 1 to 3 or 7 to 9. Same with Sundays. Now, those are prime time spots for Saturdays for High School games as well so it's kind of like, what do you do? And, then Youth Hockey will say, 'We don't have enough hours.' If we take two hours away for public skating at the Arena. So, those are some issues. We have the old outdoor rink and we turn the lights on. The City maintains it, we help out as well a little bit here and there. But, I mean, Derrick will tell you there are a handful of people a night out there. We do have the lights on. As soon as they leave, we shut the lights off, so it's kind of like, that's part of the utility bill, for those outdoor lights. Part of that is from the rinks."

DeRoche, "Why in the world don't people skate any more?"

Ronning, "Why don't they know about it?"

DeRoche, "It used to be the roller rinks but then, I mean ice skating, when I was a kid you'd walk down to the local rink, you'd have a warming house, and I'm sure there's probably of thumb workout in the video games."

Harrington, "Well, maybe that can be in the advertising. Like Tom said. I've run into people in East Bethel that never knew we had an outdoor ice rink until I told them it was on the south side of the building. Maybe in the advertising, we advertise that we have an outside rink that's south of the building too."

DeRoche, "I don't know of too many cities that don't have a hockey rink and an open skate outside." Davis, "On the open skate rink on the outside, we quit allowing hockey use there because it was starting to take up...some of the teams in the Youth programs were trying to use that as a practice area. So, it's just for open skate only. One of the things that we've talked about at the Parks Commission, though, there may be a need for really another ice rink, an outdoor ice rink, at some place in the City. That rink needs quite a bit of work. Number 1, it's hard to flood and make ice because one side is about a foot higher than the other. So in order to get ice on one side, it's about 16 inches deep and the other side is about 4. It's on asphalt so when you start getting some sun on it, that side melts a little bit. All the boards probably need to be replaced. There needs to be, we did have that trailer we used as a warming house that was destroyed by the wind last year. We really need some type of a warming house facility out there. But, we've discussed this with the Parks Commission and we're looking to see if there's maybe another area in the City that may be suitable for an outdoor rink. One of the reasons that outdoor rink is great to have there is because we have access to water. Most other parks we don't and we'd have to truck water in to flood it to make the ice sheet."

DeRoche, "Well if we had a water park we could do it."

Harrington, "I thought at the Parks meeting that we talked, maybe, you know if there was a possibility, of putting a little casual rink next to the hockey rink. You don't need it real big. And because you've got the lights and everything there, instead of going to another park."

Davis, "Yes, you could put another sheet in there. And, that's something that's not too expensive. You could utilize one set of poles with double lights on them. Put a warming house up to serve two functions."

DeRoche, "Well, the conversations come up many times, about us being the recreational Mecca. But, then you have to provide something to do. And, like you were saying, the Teach to Skate, maybe some people just don't know how and they're a little intimidated by getting on a rink with a bunch of experts. There's got to be something out there, for crying out loud. But, I guess, getting back on track here."

Gibson, "There is a, USA Hockey did a Free Hockey Day in Minnesota this year, March 1st. We had ice in. The Youth Hockey decided to get in with Cambridge and Isanti. They went up to their rink because they had 11, St. Francis had 11 kids come out for that. So, I mean, we had the ice in but they were, they didn't approach us at all about, they knew ahead of time, we did this in Rochester, so I mean. We told them we had three hours of ice available for them, we had ice at the rink. And they, "Oh, did you already have ice? We hooked up

with Cambridge and Isanti and went up there.” Instead of trying to do it down there. They had 11 kids into the program.”

Davis, “Todd, before you came in, I mentioned the fact that it would probably be a good idea to incorporate some of the Youth Hockey people into some kind of committee to meet periodically with the City and the manager of the Arena facility so we can coordinate these things more and get more of their participation. If they are able to provide some volunteer labor, or equipment, or materials, then we can get to the right people and make sure that they follow through with donations. Hopefully solicit their support in selling more advertising.” Gibson, “Right, I agree.”

Ronning, “Is there any, from what you’re saying, is there any communication format between the users and the suppliers?” Davis, “There’s no formal committee set up. It’s just communications if there’s an issue they call us or call Todd and it’s handled in that manner. But, I think that we can, as we’ve seen with some of their presentations, there is some expertise there that I think we definitely need to tap into. And, I think that there’s a lot of potential from that group to get some ideas, maybe on things that no one has considered. At least we need some of their participation to make it succeed.” Ronning, “Yeah.”

Gibson, “We have gone to their Hockey Board meetings and have talked with them. We are in contact with the Athletic Director over at St. Francis as well. So, we do go to some of their meetings, not all of their meetings, but especially leading up to the season to let them know, ‘Hey, what’s your guy’s plans? What’s your hours look like?’ Because we give them, basically, the hours of the Arena and then they pick the hours they would like. Then we try to turn around and sell the hours that are left. So, that’s how that kind of goes. So, if you guys weren’t aware of that, that’s kind of the process.”

Ronning, “Is there a City commission or committee that interacts with the Ice Arena somehow?” Davis, “No, there’s no formal commission. That should probably be done through Parks. They could be the spearhead group of that or it could be just something that’s simply just myself and Mike pretty well takes care of the business end of the Arena. He and I could be the City reps and sit down with the management group and volunteer organizations and come up with some format to handle some of these issues.”

DeRoche, “When we were talking about grants, here’s the Minnesota Department of Commerce, Division of Energy Resources, announced its Competitive Energy Efficiency and Conservation Block Grant. Elk River put in for it, their project was \$142,000 and the Block Grant gave them \$100,000. And, that’s to the City so, you know, providing that’s still available, that might be something worth looking into. Especially when we’re talking doors and windows, the heating, the lighting.”

Ronning, “And, some way to cool it a little bit in the summertime, for use.” DeRoche, “That would be kind of nice.”

Ronning, “I was thinking about committee interacting if this works or doesn’t work with some direct participation by the City to hear what some of the issues are or what we can do. Just to participate helps out a lot with image.” Davis, “It does and it shows that you’re definitely trying to provide better service and that you’re listening to your customers.”

Ronning, “You don’t need much more else to do though.” Davis, “We can always find another little...” DeRoche, “Well Jack, you’ve got a couple extra minutes, don’t you?”

Davis, "We can always find a little time to get something else done. Ronning, "You could quit sleeping. That sounds...he puts in a lot of time. A lot more than people realize"

DeRoche, "Something else I liked, Todd, was instead of three years, doing it a year for the first time. Wasn't it Jack? And, see how things work out and we could extend it out from that." Davis, "Depending on what Council decides to do, I think there may be some interest in doing a one year contract, maybe, and measure the performance of the group after that year. If it's satisfactory and meets Council's requirements then an extension could be done. Is that something that you would be willing to consider?"

Gibson, "Yes, we would be considering that as well. So, yes."

DeRoche, "Tim, you got any questions?"

Harrington, "Todd has always talked about St. Francis. Do you get anything out of North Branch? I see you've got a little bit here that you've contacted them. Do they sound interested in coming down here at all? Gibson, "Well, they have before, in the past. The issue is taking the hours. Everyone she's talked to earlier, in the last week, about 5 to 8. Everybody wants those hours so if we take those hours and give them to North Branch, and St. Francis is after them, we hear about that quite a bit. So, yes, we have because they're going up to..." Harrington, "You said Princeton."

Gibson, "They go to Princeton, they skate out of Cambridge as well. So, we're trying to get them back to here because they used to come over to here years ago and then they merged. St. Francis and North Branch merged as one and that was only for one year. That was when we actually had the best, they rented every hour that we had. So, the other option that we're trying to do, to help save us money in the future, is we'll put the ice in, right about mid-September we start putting the ice in and they use it for about 13 hours for September. St. Francis does. We are trying to maybe move them back to start October 1st so it gives us a little, a month to save on the utilities and what not. So, that is something we have to discuss with them and have the backing. We talked with Jack earlier about this, is having some backing with the City to, because there's 13 hours is not that much. When you turn the compressors on, you know, the second week in September to make the ice and get the ice ready for them for the last week and a half of September."

Ronning, "Is anybody aware or have looked into Columbia Heights Arena, if they have over flow and if we would work with them as far as selling our time, or anybody?" Gibson, "Yeah, we've talked, in the past we've had Irondale, they're at the Super Rink now. Irondale and Mounds View are merging this year as one association. Andover bought into the Super Rink so we're, we're trying to compete with the Super Rink with eight rinks. Plus, Fogerty's got two rinks right there. So, we've talked with Andover about over flow and they don't have a lot of overflow because they use a lot of hours at the Super Rink. We did the same with Cambridge, asked if they've got over flow too, bring them down here. They have a couple hours in the past so they have. But it depends on what their numbers are as an association. Does that answer your questions?" Ronning, "Yeah, sort of anyway."

Gibson, "Well, there's just so many, the Super Rink has taken all the little suburbs around here and absorbed those into their..." Ronning, "Where is the Super Rink?" Gibson, "105th in Blaine. The Schwan's Super Rink? The National Sports Center? They have eight sheets and then Fogerty has two right across the street so you've got ten rinks within..." Harrington, "Three, four miles?" Gibson, "If that, depends on where you start from."

Davis, "Part of the problem too, is like you say. There are ten rinks there, there's a rink in Lino Lakes, there's two rinks in Forest Lake, one for Isanti Cambridge, Princeton has one, Andover's got one sheet. Gibson, "Coon Rapids has got two." Davis, "So, there's quite a bit of competition that takes up some of that surrounding area. We're somewhat fortunate in that, you know, there's nothing in St. Francis and Oak Grove. That's the only reason this one can survive because it's really serving East Bethel, St. Francis, and Oak Grove."

Ronning, "Have we ever considered incentives for bringing in farther out groups? You take a radius that you have a certain rate for and if they come farther than that, some kind of a cost break?" Davis, "We could do that probably on the non-prime hours. I don't think we could do that on the prime hours because it would probably cause some problems with our existing customers who are really footing the bill. We have established, through, non-prime hour rates as negotiable as part of the rate change we did when we increased the rates a couple months ago. We had listed those at \$140 an hour but I think our feeling was, what good does it do to charge \$140 an hour and sell no time. When, even if you could sell it for \$50 an hour and sell 100 hours, you're \$5,000 ahead."

Ronning, "What is prime time?" Davis, "\$192 an hour." Ronning, "What hours would be prime time?" Davis, "Generally I think we've considered, and you correct me if I'm wrong Todd, non-prime is essentially 8 a.m. to 3 p.m.; prime time would be 3 p.m. to 11 at night and on the weekends."

Ronning, "So, after 11-12 o'clock at night it's shut down?" Gibson, "Correct."

Ronning, "What are the other rinks able to do? Do you know?" Gibson, "The majority of the other rinks have adult hockey at the end of the night. So, they take, like down at the National Sports Center they have adult leagues that rent the hours later at night. I think the latest game they start is 10:30 p.m."

Ronning, "If we're able to provide some kind of services. Would, it would have to pay for itself, which would be hard. But, anything from skate sharpening to something." Gibson, "We actually have skate sharpening at the Arena and we've had tape and laces in the concessions as well. You know, you're dealing with the internet too for equipment wise. A lot of people go on the internet, surf around, and then they go to the stores and they buy it. I'm not going to put a \$200 stick in the concession stand and have the high school girl working and have a high school kid, 'Oh, I got me a free stick tonight.' So, it's kind of like, we do sell tape and laces. We do skate sharpening at the rink. You know, the only bad part is we only have one guy working. Everyone wants their skates sharpened five minutes before they go out on the ice and he's got to cut the ice. So, it's kind of like, there's got to be a, we always have that little gray smidgen of like 20 minutes so they would have to, so."

Gibson, "But to go back to your question, Tim, about North Branch. We have contacted them about trying to get them to come over. We have a policy, we try to rent one night, one hour during the week and for two hours on the weekend. So, St. Francis doesn't really hit that number because they take pretty much whenever they can during the week and then the weekends they kind of give us the hours, we try to sell them. We've given spreadsheets on the hours we have available so there some, what's available, what's not. So, the biggest thing for us is to, you've got to take a little during the week and get some on the weekends. That's our main goal, to sell all 13 hours on the weekends."

Ronning, "Is there an effort, or would it even work to split the prime time? Instead of first come, first served kind of a..." Gibson, "We've discussed that and talked about that but the issue is you've got, you know, St. Francis is your main user and all of a sudden you start taking some of their hours away. You know, they need 700. Are we only going to give them 600 because we took some? Now, what are they going to do with the extra 100? Are they going to go and, you know, if North Branch doesn't take all those. What we try to do is get the schedule right away in July, get all the schedules out to them so that we can go to the other associations before then rent all their hours somewhere else. We try to get out to here and try to get them to come out to East Bethel."

Davis, "As far as a breakdown in revenues go for the sale of ice time, the Youth Hockey Association pays about two-thirds of the bill. They generate, we get about \$125,000 from them for ice rentals. The High School is about \$65,000 and the other from North Branch or whatever is \$4,000 or \$5,000."

DeRoche, "Well, is there any more new information? Being we're in a Work Meeting, we can't vote tonight anyway." Gibson, "No, no, no, I understand. That's why..."

DeRoche, "Anybody got any new information? Questions? Comment? Good evening Jill." Davis, "We're just about to finish up."

Ronning, "Can you make any comments or suggestions for us to consider that might help?" Gibson, "Like I said, we're a small company and, you know, this is, my Manager's full time job is up here at the Arena. Our website is up and running now. We have a website if you go to EastBethelIceArena.com. Everything is up-to-date. We have the Mobile One now and Facebook page. It's all up to date and current."

Ronning, "Do you have anything that measures how many 'hits' you get?" Gibson, "I, well there's 'likes,' not on the website though. But, we can probably get that on there." Ronning, "Yeah, that would..." Gibson, "We can also put the outdoor rink info on there as well too."

Ronning, "Are there any easy problems to talk about?" DeRoche, "They're all easy, some are just a little easier."

DeRoche, "Well, if there are no more comments or questions?"

Gibson, "We just really appreciate all the time we've had for six years with the City and hope that we can continue and improve and have these little meetings on the site and get committees. We are more than willing to participate and be involved. And, you know, keep the building going. But, I'm a hockey player so I don't want to see any rinks ever go away in the future."

Ronning, "As far as open skating, I don't know how much that gets marketed, if there was some article or something in the monthly news starting, maybe August/September?" Gibson, "It goes on the website right away for the New Year's." Davis, "We have it on the website and in the newsletter. Of course, the newsletter only comes out four to five times a year. We put it on the reader board. One of the things that we would really need to consider in the long-range operation of the Arena is, the current location of that sign is unreadable from the road. If you're in the parking lot you can read it. We would need to either look at putting up another outside lettered sign or have some type of sign that we

could mount to the building that's digital, or whatever, to promote some of these events and let people know what's going on. If we put a message up on the big sign, which had to be relocated when the service road went in, if you're driving on 65, it's almost impossible to notice what's on there."

Ronning, "The most positive thing, I think I've heard, is the grant investigation. As far as trying, if it can't pay for itself it might as well go away." DeRoche, "What do you really think?"

Davis, "Again, I'm encouraged and I think we have the potential. It's going to take some work but I think we have the potential to make this operation self-sufficient. You know, the fact that we've allocated the cell tower lease funds to other purposes is really going to 'tell the tale' and anything you get from a financial report will be actual expenses and revenues. It won't be subsidized by anything from the City. One thing too, in that figure that we need to break even, we have an appreciation cost, which all that money would roll back into. A fund to do repairs or replacements on the building. So, when it came time to do some major work, we would have funds to cover that. It would be like some of the capital funds that we've set up for equipment replacement, building repair for other City buildings. So, we are looking at taking care of long-range problems through those depreciation amounts."

Ronning, "Could you describe what this depreciation, how it works and what advantage/disadvantage? Partly for me but partly for anybody that's watching." Davis, "In the cost of operation, we estimate that our cost, just to break even on the operation of this building for next year, will be \$235,000. Of that \$235,000, we estimate that \$72,000 is depreciation costs. That's based on what was the projected value of the building, the investments, and what we anticipate the life of it to be."

Ronning, "About 30%?" Davis, "Yeah, and that's been changed a couple times. It's still, you know depending on what factors you use to come up with that, it could be adjusted accordingly. But, we think that \$72,000 is a fair figure. When all the monies, the revenues, are collected for this, then that \$72,000 is essentially rolled over into a depreciation fund or a capital improvement fund for the Ice Arena. So, when we do have to buy a new Zamboni, or we do have to replace some of the cooling equipment, those funds would be taken from these monies so we wouldn't have to do anything to, or take anything from the General Fund to cover that."

Ronning, "That almost sounds like a 'smoke and mirrors.' Or, does it generate?" Davis, "It's the same thing we do with our streets capital, but that's transferred from our General Fund. None of the money on the Ice Arena budget is in the General Fund. This is an Enterprise Fund so it's supposed to pay for itself. So, of the monies we collect for the Arena, 'X' number of dollars is put in a depreciation account to cover future expenses for repair and replacement of facilities."

Ronning, "It's real money." Davis, "It's real money, that's correct."

4.0 Adjourn DeRoche made a motion to adjourn at 6:58 p.m. Harrington seconded; all in favor, motion carried unanimously.

Submitted by:

Carla Wirth

TimeSaver Off Site Secretarial, Inc.

**PAY ESTIMATE #1
CITY OF EAST BETHEL
Lift Station No. 1 Reconstruction Project**

May 27, 2014

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

RE: Lift Station No. 1 Reconstruction Project
Contractor: LaTour Construction, Inc.
Award Date: September 18, 2013

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

Base Bid

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
1	MOBILIZATION	1	LUMP SUM	\$3,800.00	1	\$ 3,800.00
2	GENERAL CONSTRUCTION ALLOWANCE	1	LUMP SUM	\$10,000.00		\$ -
3	SYSTEM INTEGRATOR ALLOWANCE	1	LUMP SUM	\$10,000.00		\$ -
4	CLEARING	0.15	ACRE	\$4,280.00		\$ -
5	GRUBBING	0.15	ACRE	\$4,280.00		\$ -
6	SALVAGE CHAIN LINK FENCE	200	LIN FT	\$25.25	100	\$ 2,525.00
7	REMOVE BITUMINOUS PAVEMENT	194	SQ YD	\$4.00	194	\$ 776.00
8	REMOVE CONCRETE CURB & GUTTER	83	LIN FT	\$5.25	83	\$ 435.75
9	REMOVE CONCRETE SIDEWALK	344	SQ FT	\$0.75	344	\$ 258.00
10	REMOVE WATERMAIN, HYDRANT, GATE VALVE, AND BOX	1	LUMP SUM	\$1,500.00		\$ -
11	REMOVE FORCEMAIN	78	LIN FT	\$5.25		\$ -
12	REMOVE EXISTING WET WELL	0	LUMP SUM	\$6,935.00		\$ -
13	ABANDON EXISTING DRY WELL	1	LUMP SUM	\$3,745.00		\$ -
14	CAP EXISTING FORCEMAIN PIPE	1	LUMP SUM	\$630.00		\$ -
15	CONNECT TO EXISTING SANITARY SEWER MANHOLE	1	EACH	\$3,000.00	1	\$ 3,000.00
16	8" PVC SANITARY SEWER PIPE - SDR 26	0	LIN FT	\$136.00		\$ -
17	8" PVC SANITARY SEWER PIPE - SDR 35	38	LIN FT	\$78.50	42	\$ 3,297.00
18	CONSTRUCT SANITARY STRUCTURE DESIGN 48-4007	6.2	LIN FT	\$240.00	6.2	\$ 1,488.00
19	CASTING ASSEMBLY - SANITARY SEWER	1	EACH	\$1,145.00		\$ -
20	CONNECT TO EXISTING SANITARY SEWER PIPE	0	EACH	\$6,000.00		\$ -
21	6" PVC SEWER FORCEMAIN (DR 18)	145	LIN FT	\$31.50	20	\$ 630.00
22	DUCTILE IRON FITTINGS	250	POUND	\$5.60		\$ -
23	6" WATERMAIN DUCTILE IRON CL 52	60	LIN FT	\$37.25		\$ -
24	CONNECT TO EXISTING WATERMAIN	2	EACH	\$945.00		\$ -
25	HYDRANT AND 6 INCH GATE VALVE AND BOX	1	EACH	\$5,475.00		\$ -
26	FIBER OPTIC CABLE WITH SCHEDULE 40 CONDUIT	0	LIN FT	\$19.75		\$ -
27	TRACER WIRE FOR BURIED FIBER OPTIC CABLE	0	LIN FT	\$0.01		\$ -
28	ACCESS BOXES FOR TRACER WIRE	0	EACH	\$0.01		\$ -
29	MARKER POSTS FOR ACCESS BOXES AND STRUCTURES	0	EACH	\$134.00		\$ -
30	METER MANHOLE	1	EACH	\$9,800.00		\$ -
31	72" DIAMETER SANITARY SEWER LIFT STATION STRUCTURE AND APPURTENANCES	1	EACH	\$116,325.00		\$ -
32	SUBMERSIBLE LIFT STATION PUMP AND DISCHARGE ELBOW	2	EACH	\$5,325.00		\$ -
33	PUMP RAILS, CHAINS, GUIDE BRACKETS AND APPURTENANCES	1	LUMP SUM	\$2,845.00		\$ -
34	PORTABLE DAVIT CRANE WITH POWER WINCH	1	EACH	\$4,555.00		\$ -
35	CONTROL PANEL, LEVEL FLOATS AND TRANSDUCER	1	LUMP SUM	\$36,800.00	0.07	\$ 2,576.00
36	ELECTRICAL AND START UP	1	LUMP SUM	\$13,725.00		\$ -
37	AGGREGATE BASE CLASS 5	214	TON	\$33.45		\$ -
38	BITUMINOUS MATERIAL FOR TACK COAT	81	GALLON	\$4.50		\$ -
39	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	155	TON	\$107.00		\$ -
40	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,B)	62	TON	\$118.00		\$ -

**PAY ESTIMATE #1
CITY OF EAST BETHEL
Lift Station No. 1 Reconstruction Project**

Base Bid (Continued)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
41	4" CONCRETE WALK	344	SQ FT	\$7.00		\$ -
42	CONCRETE CURB & GUTTER DESIGN B612	143	LIN FT	\$22.50		\$ -
43	CONCRETE CURB & GUTTER DESIGN SURMOUNTABLE	83	LIN FT	\$22.50		\$ -
44	CONCRETE FLUME	1	LUMP SUM	\$1,100.00		\$ -
45	6" CONCRETE PAVEMENT	501	SQ FT	\$7.50		\$ -
46	BOLLARD	4	EACH	\$875.00		\$ -
47	SITE GRADING	1	LUMP SUM	\$2,400.00		\$ -
48	GRANULAR BORROW (LV)	15	CU YD	\$16.50		\$ -
49	TOPSOIL BORROW (LV)	50	CU YD	\$23.00		\$ -
50	RANDOM RIPRAP CLASS II	5	CU YD	\$162.00		\$ -
51	WIRE FENCE DESIGN 72-9322	0	LIN FT	\$25.25		\$ -
52	72" BY 10 FOOT CHAIN LINK GATES	2	EACH	\$1,075.00		\$ -
53	4" POLYSTYRENE INSULATION	17	SQ YD	\$50.00	9	\$ 450.00
54	DEWATERING	1	LUMP SUM	\$58,000.00		\$ -
55	TURF ESTABLISHMENT	0.30	ACRE	\$3,050.00		\$ -

TOTAL WORK COMPLETED TO DATE	\$ 19,235.75
LESS 5% RETAINAGE:	\$ 961.79
WE RECOMMEND PAYMENT OF:	\$ 18,273.96

APPROVALS:

CONTRACTOR: LATOUR CONSTRUCTION, INC.

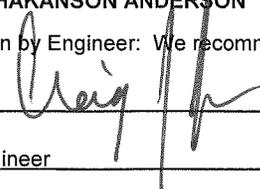
Certification by Contractor: I certify that all items and amounts are correct for the work completed to date.

Signed: _____

Title: _____ Date _____

ENGINEER: HAKANSON ANDERSON

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

Signed:  _____

Title: City Engineer Date 5/28/14

OWNER: CITY OF EAST BETHEL

Signed: _____

Title: _____ Date _____

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

RESOLUTION NO. 2014-18

**RESOLUTION REQUESTING ANOKA COUNTY TO IMPROVE THE CONDITION
OF THE COUNTY ROADS WITHIN THE CITY OF EAST BETHEL**

WHEREAS, the County of Anoka owns and maintains a county road system in the City of East Bethel for the benefit of the traveling public; and

WHEREAS, the City of East Bethel understands the budgetary constraints involved in road maintenance and appreciates all the efforts to repair the County roadways within the City; and

WHEREAS, the condition of many of these roads including CR 74, CR 15, CR 68, CSAH 24, CSAH 26, and CSAH 17 has reached the point where major rehabilitation is necessary in the form of overlays or reconstruction to improve safety and drivability; and

WHEREAS, major improvements to these roads will need to be considered during the next planning cycle;

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of East Bethel that the County of Anoka be requested to improve CR 74, CR 15, CR 68, CSAH 24, CSAH 26, and CSAH 17 within the City of East Bethel.

Adopted this 4th day of June, 2014 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

Robert DeRoche, Mayor

ATTEST:

Jack Davis, City Administrator



City of East Bethel City Council Agenda Information

Date:

June 4, 2014

Agenda Item Number:

Item 7.0 A 1

Agenda Item:

Zoning Text Amendment for Detached Accessory Structures – Section 14, Zoning Ordinance; Amendment to Ordinance 49, Third Series

Background:

The City has continually received requests from residents to build post frame detached accessory structures on and to build larger detached accessory structures than what is currently permitted in Section 14, Detached Accessory Structures in the Zoning Code. Based on these numerous requests, the Planning Commission conducted a noticed public hearing at their May 27, 2014 meeting to discuss changes in Section 14, Detached Accessory Structures in the Zoning Code that relate to post frame (pole buildings) on lots less than 3 acres.

At that meeting, the Planning Commission approved a recommendation to amend the ordinance with the general provisions as follows:

1. Permit post frame detached accessory structures as permissible buildings on lots less than 3 acres as provided in Attachment # 1;
2. Increase the allowable square footage for all detached accessory structures as provided in Attachment # 1;
3. Decrease the acreage requirements for these structures as provided in Attachment # 1;
4. Propose lowering the sidewall heights of detached accessory structures to 12’ on lots less than 0.5 acres; and
5. Modify conflicts and ambiguities in the language under the Architectural Standards Section.

Attachments:

1. Red-line copy of proposed changes to Section 14, Zoning Ordinance

Recommendation:

Staff recommends that the City Council approve the changes as presented and authorize direction to publish.

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____

ORDINANCE NUMBER 49, ~~Second~~ **Third** Series

An Ordinance Amending Appendix A, Zoning, Section 1, General Provisions of Administration and Section 14. Detached Accessory Structures

The City Council of the City of East Bethel ordains:

Section 1. General Provisions of Administration is amended to provide as follows:

9. Definitions

Add after Platted area: A parcel of land described by block and lot.

Pole building. A building with no foundation and with sides consisting of corrugated steel or aluminum panels supported by poles set in the ground typically at eight-foot intervals.

Section 14. Detached Accessory Structures is amended to provide as follows:

2. General regulations.

- A. No accessory building or structure shall be constructed on any lot prior to construction of the principal structure without prior approval of the City Council.
- B. Accessory structures located on lots that are subsequently subdivided shall be **considered legal non-conforming structures.**
- E. ~~Pole type, steel frame, or any other accessory structure(s) that contain exterior siding or roof of sheet metal must be on lots with more than three acres and shall be located behind the principal building.~~
- L. For purposes of accessing storage, accessory structures may have exterior stairs to a second story in a side or rear yard ~~and six foot by six foot (6' x 6') landing at the top of the stairs.~~

3. Architectural and design requirements.

Detached Accessory structures shall comply with the following:

- A. Shall incorporate a finished design and color scheme that is coordinated and compatible with the color and design of the principal structure;
- B. Shall include complete eave and corner trim elements;
- C. Shall include a minimum of two different architectural features on the front facade; architectural features may include items such as windows ~~treatments~~, **entry doors** ~~treatments~~, or material/color variations; and

D. Shall include a minimum combination of two architectural ~~and/or landscape features~~ along any sidewall greater than ten feet in height and any sidewall directly adjacent to and visible from a public right-of-way; ~~landscape features shall include medium or upright coniferous and deciduous shrubs or shade, ornamental, or evergreen trees in excess of four feet in height.~~

4. Size and number of accessory structures.

A. Size of accessory structure:

1) All accessory structures greater than 120 square feet must comply with the following regulations (one shed of 120 sq. ft. or less is allowed on all properties and is not included in the calculation for Accessory Structures).

Parcel Size	Maximum Square Feet	Maximum No. of Accessory Structures	Maximum Sidewall Height A, RR, R-1 & R-2 Districts
1.0 acre or less 0 to 0.499 acres	580 square feet	1	12 feet 14 feet
1.01 to 2.0 0.05 to 1.99 acres	960 square feet	1	14 feet
2.01 to 3.0 2.00 to 2.99 acres	1,200 1,800 square feet	2	14 feet
3.01 3.00 to 4.99 acres	1,800 2,400 square feet	2	14 feet
5.0 or more acres	2,400 3,000 sq. ft., plus an additional 240 sq. ft., or increment thereof, for each additional acre	4	14 feet

- a) Roof pitch shall be **no less than** the minimum required by the International Building Code and shall not be the focal point of the property.
- b) Accessory structures shall be of similar design and building materials as the principal building. **Pole buildings shall match the design of the principal structure as practical as possible.**
- c) Accessory structures less than 120 square feet in all districts shall be limited to a sidewall height no greater than eight feet.

C. Fire escapes, landing places, open terraces, outside stairways, cornices, canopies, eaves, window protrusions, and other similar architectural features that extend no more than two (2) feet into the required front, side, and rear yard setback are exempt from the detached accessory structure square footage calculation.

Adopted this the day of June_____, 2014 by the City Council of the City of East Bethel.

For the City:

Robert DeRoche Jr., Mayor

ATTEST:

Jack Davis, City Administrator

Adopted:
Published:
Effective:



City of East Bethel City Council Agenda Information

Date:

June 4, 2014

Agenda Item Number:

Item 7.0 A 2

Agenda Item: Administrative Subdivision Request –subdivision of a metes and bounds parcel into two lots.

Owner: Marjorie Wanamaker,
PID #31-34-23-42-0001;
Zoning - Rural Residential

Requested Action:

Consider approval of the Administrative Subdivision request by owner and applicant, Marjorie Wanamaker to subdivide property as identified into two separate metes and bounds parcels as described below:

Parcel A:

The Northwest Quarter of the Southeast Quarter of Section 31, Township 34, Range 23, Anoka County, Minnesota, excepting therefrom that part thereof described as follows: Commencing at the Southeast corner of said Northwest Quarter of the Southeast Quarter; thence North along the East line thereof 330 feet; thence West and parallel with the South line of said Northwest Quarter of Southeast Quarter, 660 feet; thence South and parallel with the East line of said Northwest Quarter of Southeast Quarter, 330 feet and to the South line of said Northwest Quarter of Southeast Quarter; thence East along South line of said Northwest Quarter of Southeast Quarter to the point of beginning and there to terminate, and also excepting therefrom the East 692.37 feet of said Northwest Quarter of the Southeast Quarter of Section 31, Township 34, Range 23, lying North of the South 660.00 feet thereof.

Parcel B:

The East 692.37 feet of the Northwest Quarter of the Southeast Quarter of Section 31, Township 34, Range 23, Anoka County, Minnesota, lying North of the South 660.00 feet thereof.

Background:

Ms. Wanamaker is interested in subdividing her property into two separate parcels. She is requesting to subdivide 10.61 acres (Parcel B) from the main parcel of 34.37 acres (Parcel A) for a residential home lot. This property is defined as Metes and Bounds and it is permitted for division of one parcel from the original through the Administrative Subdivision process, Chapter 66, Article V of the City Code. The request is to divide Parcel B from the main Parcel A.

This request was presented to and approved by the Planning Commission at their May 27, 2014 meeting.

Attachments:

- 1. Location Map
- 2. Administrative Subdivision Plat

Recommendations:

Staff recommends the approval of the Administrative Subdivision for Marjorie Wanamaker

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

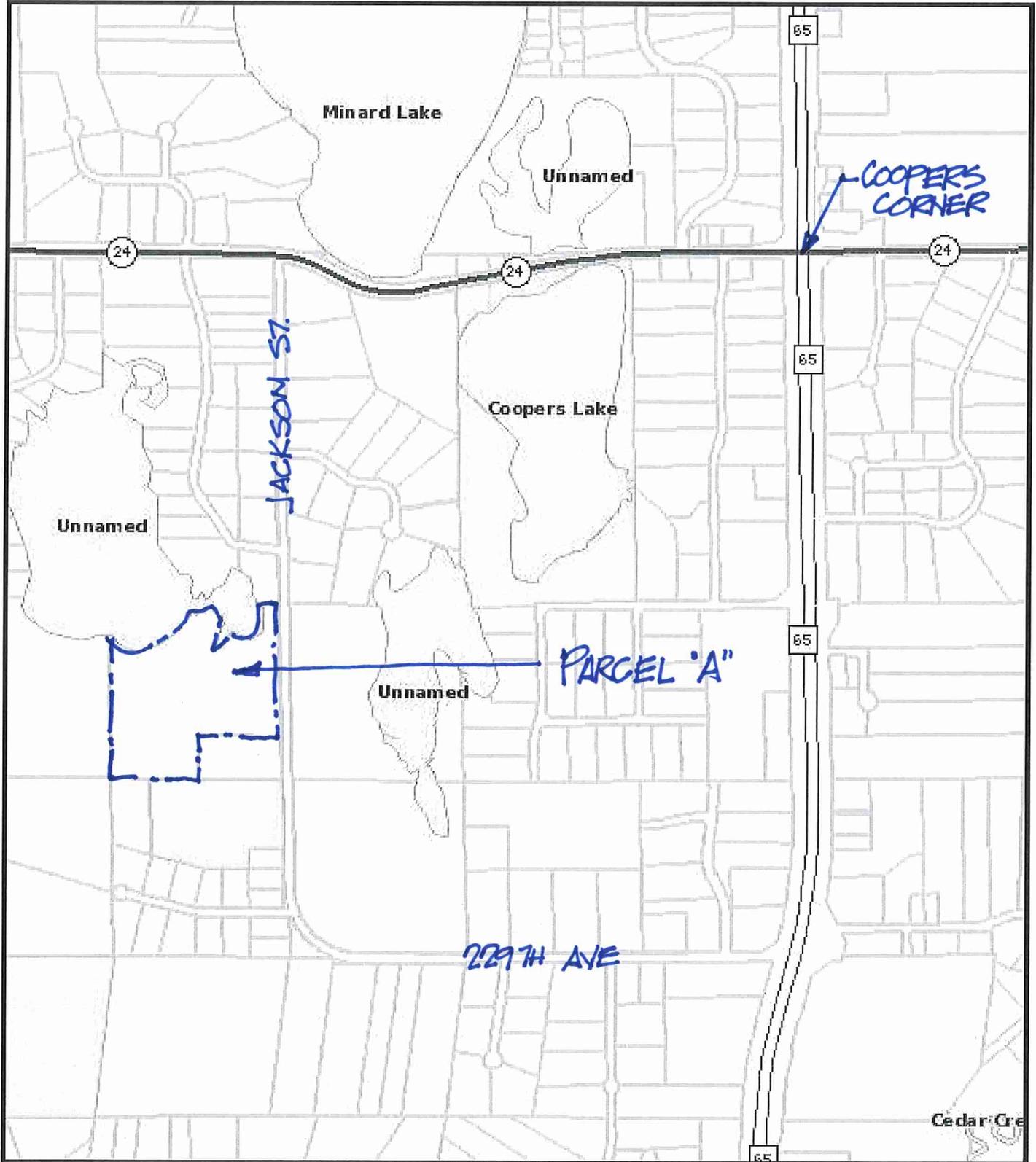
Vote No: _____

No Action Required: _____

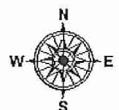


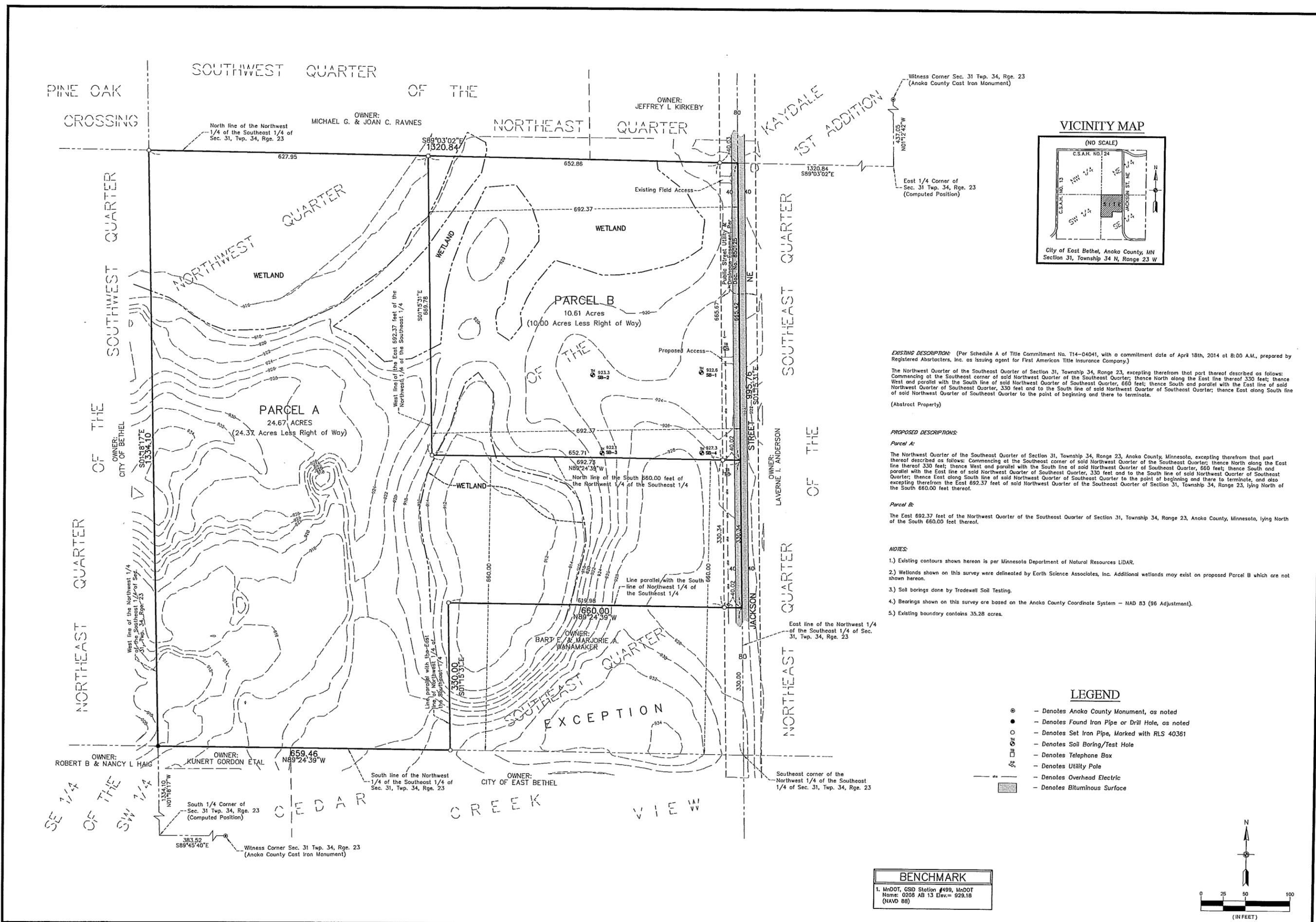
LOCATION MAP

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.
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EXISTING DESCRIPTION: (Per Schedule A of Title Commitment No. T14-04041, with a commitment date of April 18th, 2014 at 8:00 A.M., prepared by Registered Abstracters, Inc. as issuing agent for First American Title Insurance Company.)

The Northwest Quarter of the Southeast Quarter of Section 31, Township 34, Range 23, Anoka County, Minnesota, excepting therefrom that part thereof described as follows: Commencing at the Southeast corner of said Northwest Quarter of the Southeast Quarter; thence North along the East line thereof 330 feet; thence West and parallel with the South line of said Northwest Quarter of Southeast Quarter, 660 feet; thence South and parallel with the East line of said Northwest Quarter of Southeast Quarter, 330 feet and to the South line of said Northwest Quarter of Southeast Quarter; thence East along South line of said Northwest Quarter of Southeast Quarter to the point of beginning and there to terminate.

PROPOSED DESCRIPTIONS:

Parcel A:
The Northwest Quarter of the Southeast Quarter of Section 31, Township 34, Range 23, Anoka County, Minnesota, excepting therefrom that part thereof described as follows: Commencing at the Southeast corner of said Northwest Quarter of the Southeast Quarter; thence North along the East line thereof 330 feet; thence West and parallel with the South line of said Northwest Quarter of Southeast Quarter, 660 feet; thence South and parallel with the East line of said Northwest Quarter of Southeast Quarter, 330 feet and to the South line of said Northwest Quarter of Southeast Quarter; thence East along South line of said Northwest Quarter of Southeast Quarter to the point of beginning and there to terminate, and also excepting therefrom the East 692.37 feet of said Northwest Quarter of the Southeast Quarter of Section 31, Township 34, Range 23, lying North of the South 660.00 feet thereof.

Parcel B:
The East 692.37 feet of the Northwest Quarter of the Southeast Quarter of Section 31, Township 34, Range 23, Anoka County, Minnesota, lying North of the South 660.00 feet thereof.

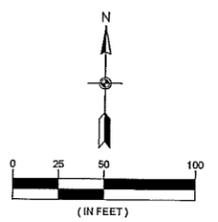
NOTES:

- Existing contours shown hereon is per Minnesota Department of Natural Resources LIDAR.
- Wetlands shown on this survey were delineated by Earth Science Associates, Inc. Additional wetlands may exist on proposed Parcel B which are not shown hereon.
- Soil borings done by Tradewell Soil Testing.
- Bearings shown on this survey are based on the Anoka County Coordinate System - NAD 83 (96 Adjustment).
- Existing boundary contains 35.28 acres.

LEGEND

- ⊙ - Denotes Anoka County Monument, as noted
- - Denotes Found Iron Pipe or Drill Hole, as noted
- - Denotes Set Iron Pipe, Marked with RLS 40361
- ⊕ - Denotes Soil Boring/Test Hole
- ☎ - Denotes Telephone Box
- ⚡ - Denotes Utility Pole
- — — - Denotes Overhead Electric
- ▨ - Denotes Bituminous Surface

BENCHMARK
1. MnDOT, CSD Station #499, MnDOT
Name: 0208 AB 13 Elev. = 929.18
(NAVD 88)



**Carlson
McCain**
ENVIRONMENTAL • ENGINEERING • SURVEYING
248 Apollo Dr, Suite 100, Lino Lakes, MN 55014
Phone: 763-489-7900 Fax: 763-489-7959

MINOR SUBDIVISION
WANAMAKER PROPERTY
East Bethel, MN

SHARPER HOMES, INC.
9240 Baltimore St. NE
Blaine, MN 55449

REVISIONS

1.	
2.	
3.	
4.	
5.	
6.	

DRAWN BY: JDY
ISSUE DATE: 5/6/14
FILE NO: 635

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota.

Name: Thomas R. Balluff
Signature: *Thomas R. Balluff*
Date: 5/06/14 License #: 40361

1 OF 1



City of East Bethel City Council Agenda Information

Date:

June 4, 2014

Agenda Item Number:

Item 8.0 A.1

Agenda Item:

Coon Lake Beach Septic System Repair CDBG

Requested Action:

Information item-Project update

Background Information:

The City of East Bethel applied for Community Development Block Grant (CDBG) funds from the Department of Housing and Community Development (HUD) through a program administered by Anoka County. The amount requested in the application was \$300,000. The Project funds will be used to assist Coon Lake Beach low and moderate income (LMI) households to upgrade or replace non-compliant or non-functioning septic systems. The City has been notified that Anoka County has awarded \$200,000 to the City for the program. These are grant monies and no City funds will be used for the construction activities involved with this project. Coon Lake Beach was selected as the project area due to higher numbers of failed or non-compliant systems in this neighborhood and the concentration of population densities on small lots which intensifies the pollution problem.

The basic criteria for distributing the funding of individual grant awards will be to assist those households who meet the HUD Area Median Income (AMI) guidelines. The priority for approval will be based on the income levels as shown in Attachment #1, Area Median Income Chart. Those with the lowest incomes are required to be served first if they can substantiate the following:

- Provide documentation of home ownership
- Certify permanent residency (in cases where incomes are equal, preference will be given to non-seasonal residents)
- Demonstrate the capability to physically and legally accommodate septic system improvements on the property owned by the applicant
- Provide evidence that the system in question is non-compliant or a failed system

The City will meet with the interested applicants at the Coon Lake Community Center on Thursday, June 12, 2014 at 7 PM for the following purposes:

- To explain the program, the guidelines, time frame and the procedure for application for the funds and the procurement of repair estimates and services
- Provide applications to those who have interest in applying and explain the income survey portion of the applications and all other aspects of the program

Notice of award of individual grants will be issued no later than August 15, 2014.

Supplemental Well Loan Assistance Program

In addition to providing funds for septic system compliance repairs, there may be circumstances where homeowners who qualify for the CBDG funds, may need to replace or repair their wells to insure a non-contaminated source of water. City HRA funds are available to assist those homeowners through a Loan only program. This loan would be structured as a Special assessment where the City would hire the contractor based on competitive bidding to perform the well installation or repair and then assess the homeowner through property taxes. The qualification criteria would be the same as the septic program.

The City of East Bethel would allow the benefited property owner to reimburse the City through a special assessment at rates and length of assessment as yet to be determined. Special Assessments would be provided to Anoka County by November 20th of each year in order for them to be added to the property tax bill the following year.

The process and guidelines for approving this type of loan would have to meet the qualification under the income requirements along with the following:

- Provide documentation of home ownership
- Certify permanent residency (same as the septic funding requirements described above)
- Demonstrate the capability to physically and legally install a well with the required setbacks and other regulatory conditions that pertain to drilled wells
- Provide evidence that the well in question has failed or is a public health issue
- Approval of CBDG funds for septic system repair
- Provide evidence that all City taxes are current through pay 2013

HRA funds in the amount of \$100,000 have been designated as loans for this purpose.

Attachments:

Attachment #1-Letter of Notification of Grant Award to the City

Attachment #2-Application for the CBDG Septic System Repair Program

Recommendations:

No action is required.

City Council Action

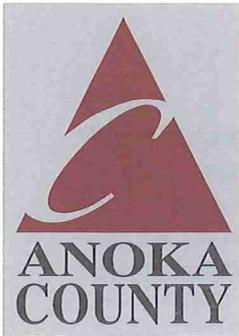
Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____



COUNTY OF ANOKA

Community and Government Relations

GOVERNMENT CENTER, STE 700
2100 3rd Avenue • Anoka, Minnesota 55303-5024
(763) 323-5700

Kate Thunstrom
Community Development Manager
DD# 763-323-5714

MEMO TO: City of East Bethel - Recipient of 2014 CDBG Project Funding
MEMO FROM: Kate Thunstrom, Community Development Manager
DATE: May 13, 2014
SUBJECT: Status of Your 2014 CDBG Project Application - **APPROVED**

This letter is sent as notice that your application for 2014 CDBG funding has been approved by the Anoka County Board of Commissioners. The board recommended that your city receive \$200,000 in CDBG funding for your 2014 activity entitled *Septic System Update or Replacement*. Those funding recommendations now go to the U.S. Department of Housing and Urban Development (HUD) for final approval. **Although the program year begins July 1, 2014, reimbursement requests for 2014 activities cannot be paid until HUD gives its approval and releases funds;** which could be as early as July or as late as October.

Before we can execute contracts, our file for your 2014 project needs to include the following:

1. A Certificate of Liability Insurance verifying coverage of at least \$1,500,000 per incident AND naming both County of Anoka, Minnesota and the Anoka County Housing and Redevelopment Authority as additional insureds. Insurance coverage must be current during the contracted term (18 months) of each CDBG activity.
 we have a Certificate that expires . An updated Certificate is needed once the current one expires.
 we don't have a current certificate with the coverage amount of \$1,500,000 – please supply one.
2. A copy of your financial audit for 2013 together with a copy of the Management and Compliance Report if one was generated. If your agency does not do a yearly audit, please notify us of that in writing.
 we have your latest financial information;
 please supply us with your 2013 audit as soon as its completed.
3. Federal Data Universal Number System (DUNS) number - The DUNS number is a unique nine-character number that identifies your organization and is a tool the federal government uses to track how federal money is distributed.
 our file shows your DUNS number is 96-286-7438. If this is wrong, please supply us with the correct number.

****We ask that you supply requested items by no later than June 13, 2014****

We will send 2014 contracts for your signature once we have the information requested above and receive final approval from HUD. Your cooperation in meeting stated deadlines is appreciated.



**CITY OF EAST BETHEL
APPLICATION FOR SEPTIC SYSTEM REPLACEMENT/REPAIR
2014 CBDG GRANT**

Current Property Owner's Name and Address: _____

Contact phone and e-mail for Property Owner: _____

Please answer the following questions:

1. Are you the current owner of the residence listed above?
 _____ Yes _____ No

2. Are you current on your City/County property taxes? _____Yes _____No

3. Do you have a noncompliant or failed septic system? _____ Yes* _____ No _____ Don't Know
 *If yes, please provide verification

4. Are you a permanent resident of Coon Lake Beach? _____ Permanent _____ Seasonal

5. Does your lot have the size to accommodate improvements to your septic system?
 _____ Yes _____ No _____ Don't Know

6. Do you meet the HUD definition of low or moderate income levels (circle below)? *
 _____ Yes _____ No
 *If you have issues of confidentiality regarding the disclosure of your income, please see Colleen Winter for alternative means of release of this information.

Income Limits	1 person household	2 person household	3 person household	4 person household	5 person household	6 person household	7 person household	8 person household
	17,300	19,800	22,250	24,700	26,700	28,700	30,650	32,650
	28,850	32,950	37,050	41,150	44,450	47,750	51,050	54,350
	34,620	39,540	44,460	49,380	53,340	57,300	61,260	65,220
	45,100	51,550	58,000	64,400	69,600	74,750	79,900	85,050

*These income guidelines are subject to revisions. The new program guidelines are expected by June 6, 2014.

*If selected for a grant award, you will be responsible to submit three quotes for the cost of the improvements from a licensed septic installer, provide documentation of your income level by submitting your latest tax return data and verify ownership of your property by submitting your 2014 property tax statement.

*Completing the application is a requirement to ensure that your system is among those considered for grant funding.

Signature of property owner

Date



City of East Bethel City Council Agenda Information

Date:

June 4, 2014

Agenda Item Number:

Item 8.0 A 2

Agenda Item:

City Ordinance, Chapter 10, Article V, Farm Animals

Requested Action:

Consider the merits of amending City Ordinance, Chapter 10, Article V, Farm Animals as it relates to the keeping of chickens on lots less than 3 acres

Background:

The City has received a number of requests from residents to keep chickens on residential properties under 3 acres. Currently our ordinance only allows chickens on lots larger than 3 acres. City Staff has researched the practices of other Cities regarding this matter and that information is included in Attachment # 1. Standards vary from prohibition to allowance of chickens on lots less than 3 acres with restrictions on the number that can be kept.

Attachment # 2 is a power point presentation prepared by the City of Cottage Grove that outlines survey results of 52 Cities and their policies for the keeping of chickens.

Attachments:

1. Chicken Ordinance Requirements for Surrounding Cities
2. Cottage Grove Survey

Recommendation:

Staff is seeking direction from Council on this matter

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____

Chicken Ordinances for other local Cities

City	Lot size	# of Chickens Allowed	Roosters allowed?	Zoning Requirements
Anoka, city of	Not specified	Max limit 4	No	Within City Limits
Wyoming	< 2 buildable acres	Max limit 4	No	R1, R2, R3 and R4
	> 2 buildable acres	4 per acre	No	
Forest Lake	< 5 acres single family residential properties (not allowed on multi-family residential properties)	Max limit 5	No	Residential zoning district
Shoreview	< 2 acres	Max limit 4	No	
	> 2 acres	Conditional use permits may be required for more than 4	May be provided crowing is not nuisance	RE, Residential Estate Zoning district and R1 Detached Residential District
North Branch	0-0.99	0	No	R1, R2, RR, AG-1, AG-2
	1.0-2.49	5	No	
	2.5-5.0	10	No	
	5.01-10.0	50	Yes	
	10.0 and larger	Based on current MPCA animal chart	Yes	
Ham Lake	Except domesticated pets, and as permitted under Chapter 5-200, no raising, breeding, keeping or occupancy of livestock, poultry or other animals shall be permitted on any lands other than those zoned R-A Rural Single Family Residential. In land zoned R-A such activities may be permitted on parcels in excess of five contiguous acres, provided the occupant has obtained an Animal Permit			
Oak Grove	Does not specify Just for Special regulations for the keeping of non-domestic animals it specifies Pen size			

St Francis	< 5 acres	Not permitted	Not specified	Not specified
	> 5 acres (although when determining size 1 acre will be excluded as being considered for residence, lawns, etc..)	Max 20 , with 1 additional acre required per 10 additional fowl		

Municipal Survey Results

Poultry and Fowl Ordinance Survey (November 2012)

- **52 cities surveyed**
- **67 percent (35 cities)** do not allow chickens in the back yard of urban lots.
 - Allow on 1.5 – 3.5 acre minimum lot area if zoned agricultural
 - 5 acre minimum lot area popular
 - 10 acre minimum lot area by two cities
- **33 percent (17 cities)** allow chickens with coop, pen, minimum lot, licensing, etc. requirements
 - Licensing: 10 cities required an annual license.
 - Licensing Fee: \$0 - \$100 \$55 avg.
 - Inspections: 5 cities inspect annually
3 periodically
1 complaint basis

Municipal Survey Results

- **Inspections:** 5 cities inspect
 - 3 periodically
 - 1 complaint basis
- **Maximum number of chickens:**
 - 2 cities without any limits
 - 3 cities allow up to 3 chickens
 - 4 cities allow up to 4 chickens
 - 3 cities allow up to 5 chickens
 - 1 city allows up to 6 chickens
 - 1 city allows up to 10 chickens
- **Roosters:** 12 cities prohibit
 - 1 city if neighbors approve
 - 2 cities allow

Municipal Survey Results

- **Slaughter:** 16 cities prohibit
1 city determines in review process

- **Building Permit Required:** 13 cities

- **Coop/pen Setbacks:**

Property Line

- 0 – 3 ft. 2 cities
- 5 feet 4 cities
- 10 feet 5 cities
- 25 feet 1 city
- 50 feet 1 city

Other Residential Structures

- 6 feet 1 city
- 25 feet 3 cities
- 30 feet 2 cities
- 50 feet 2 cities
- 75 feet 1 city

Chicken Run Rescue – Mary Britton Clouse

www.chickenrunrescue.org

Experiences: Rescue center, rodents, ground cover, dwelling damages, predators and injured/diseased chickens

Recommendations:

1. Keep the minimum lot size requirement as is.
2. If allowed on smaller lots, then:
 - **100% consent of neighboring property owners.**
 - **Stringent requirements and fund inspections and enforcement for shelter and care.**
 - **Strict cruelty/neglect enforcement.**
 - Permit chickens as “companion pets” only. Not for food.
 - No prohibition on roosters.
 - Prohibit slaughtering, breeding, sale or barter of animals or by products.
 - Limit the number of permits.

A link to the Chicken Run Rescue’s slideshow will be sent to by email on Monday, April 22, 2013.

St. Paul – Animal Control Officer

68 permits – more pending

Initiated as a permit process from Animal Control Center

Respond to complains. Now involves Zoning Dept., Building Dept., Health Dept. and Public Safety. **Each Department must allocate resources.**

Animal Control Center **recommends stringent coop and pen standards** because of complaints and diversity of materials being used. St. Paul did not adopt stringent requirements and now causes **neighboring resident issues.**

Chicken Feces Challenges. Used as yard fertilizer or mixed with compost is prohibited.

75 percent approval by neighboring property owners within 150 feet. **Recommends 100 percent.**

St. Paul – Animal Control Center...continued

\$25 permit for less than 3 chickens, \$18 renewal

\$72 permit for 4 or more chickens

Compliance by majority of permit holders. **Enforcement challenges and costs.**

Animal health and diseases. Can determine if the chickens are generally in good health, but not trained to recognize diseases that require veterinary care.

DIRECTION:

- YES
 - NO
1. **Accept the Planning Commission's and Public Safety, Health and Welfare Commission's recommendations not to amend City ordinances to allow poultry and/or fowl in the back yard of urban residential lots.**
- YES
 - NO
2. **Amend the City's Zoning Ordinance to change the five acre minimum requirement to a different minimum acreage requirement.**
- a) **If you think there should be a change for the minimum acreage requirement, what should that change be? (check one)**
- 10 acres
 - 5 acres (current requirement)
 - 4 acres
 - 3 acres
 - 2 acres
 - 1 acre
 - .5 acre
 - .25 acre

b) Neighboring property owner/tenant's written approval? (check one)

100% adjoining landowner/tenant.

or

100% property owner/tenant within 150 feet.

or

100% property owner/tenant within 500 feet.

c) Minimum setback between coop/pen to neighboring residential dwelling? (check one)

100 feet

75 feet

50 feet

25 feet

15 feet

10 feet



City of East Bethel City Council Agenda Information

Date:

June 4, 2014

Agenda Item Number:

Item 8.0 G.1

Agenda Item:

Ice Arena Management Contract

Requested Action:

Consider approval of a Contract with Gibson Management

Background Information:

City Staff, with the review and comment from the City Attorney, has prepared a contract for Gibson Management LLC for the period 8/1/14 to 7/31/15 for Ice Arena Management Services. The contract is in the amount of \$79,000, a reduction of \$5,000 from the prior contract.

Attachments:

Ice Arena 2015 Budget

Ice Arena Management Contract

Fiscal Impact:

As noted above.

Recommendation(s):

Staff recommends that Council consider approval of the contract with Gibson Management for Ice Arena Management Services.

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____

**City of East Bethel
2015 Budget**

	Account Description	FY 2015 Budget
<u>Arena Operations</u>		<i>*Based on 1148</i>
		<i>Prime hours sold at</i>
Revenues		<i>\$192 per hour</i>
	R 615-36210 Interest Earnings	-
	R 615-36240 Refunds/reimbursements	-
	R 615-37910 Concession Sales	-
	R 615-37920 Vending Machine Sales	500.00
	R 615-38060 Ice Rental Revenues	220,500.00
	R 615-38062 Dry Floor Events	1,500.00
	R 615-38064 Concession Rental	2,000.00
	R 615-38065 Locker Room Rental	7,500.00
	R 615-38066 Sign Space Rental	2,000.00
	R 615-38067 Tower Lease Payments	-
Total Revenues - Arena		234,000.00
Expenditures		
	E 615-49851-201 Office Supplies	-
	E 615-49851-211 Cleaning Supplies	-
	E 615-49851-212 Motor Fuels	2,000.00
	E 615-49851-219 General Operating Supplies	500.00
	E 615-49851-223 Bldg/Facility Repair Supplies	4,000.00
	E 615-49851-231 Small Tools and Minor Equip	1,000.00
	E 615-49851-257 Concession for Resale	-
	E 615-49851-307 Professional Services Fees	79,000.00
	E 615-49851-321 Telephone	1,500.00
	E 615-49851-342 Legal Notices	
	E 615-49851-381 Electric Utilities	33,000.00
	E 615-49851-382 Gas Utilities	20,000.00
	E 615-49851-385 Refuse Removal	2,000.00
	E 615-49851-402 Repairs/Maint Machinery/Equip	3,000.00
	E 615-49851-403 Bldgs/Facilities Repair/Maint	15,000.00
	E 615-49851-422 Auto/Misc Licensing Fees/Taxes	1,000.00
	E 615-49851-433 Dues and Subscriptions	-
	E 615-49851-540 Heavy Machinery	
	E 615-49851-610 Interest	-
	E 615-49851-481 Depreciation Expense	72,000.00
Total Expenditures - Arena		234,000.00
Net Income - Arena		-

**CONTRACT AGREEMENT BETWEEN
THE CITY OF EAST BETHEL
AND GIBSON MANAGEMENT COMPANY, LLC.**

This Agreement ("Agreement") is effective the 1st day of August, 2014 to July 31, 2015, is between the City of East Bethel, 2241-221st Avenue NE, East Bethel, Minnesota 55011, a Minnesota municipal corporation, hereinafter called the "City," and Gibson Management Company, LLC, PO Box 18, East Bethel, Minnesota 55011, a Minnesota corporation, hereinafter called the "Contractor." City and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. The Agreement

1.1 The Contractor will perform the following management services for the City:

The Contractor agrees to furnish management services for management of the East Bethel Ice Arena and perform the following functions, duties, and obligations in connection therewith:

- Provide an on-site manager, all necessary operational part time staff, and provide worker's compensation insurance covering all its employees.
- Ensure that the manager will be at the Arena full time September 1 through March 31. The manager will be at the Arena as necessary for the adequate performance of this Agreement April 1 through August 31.
- Market, sell, schedule, invoice, and ensure collection of all payments for all ice rental and dry floor events. All payments will be made directly to the City. Copies of all invoices will be provided to the City immediately upon preparation by the Contractor. All executed contracts, insurance paperwork, and payments must be provided to the City at least 10 days before a client is allowed to enter the Arena.
- Provide commercial general liability insurance coverage in the amounts of \$500,000.00 per claim, \$1,500,000.00 for any number of claims per occurrence, with the City of East Bethel named as an additional insured on the policy.
- Manage all concessions activities, including purchasing all concession merchandise and supplies.
- Market, sell, manage and ensure display of all advertising including interior and exterior signage. All executed contracts and payments will be forwarded to the City before signage is installed.
- Manage the budget for all operations, revenues, and costs.
- Assist in the preparation of the annual budget with assistance from the City.
- Manage all short term maintenance projects and activities.
- Provide guidance and planning to the City for current and planned capital improvements.
- Maintain the interior of the Arena, the ice surface, and the exterior walkways; all emergency exits must be kept clear of ice and snow.
- Secure and protect the artificial turf from the elements in a visually attractive manner when it is not installed in the arena. When the turf is installed, all protective tarps and lumber will be stored in a visually attractive manner.

- Secure all buildings when not in use. Contractor will be liable for any damages, thefts or costs resulting from failure to lock the compressor building or from failure to arm the Arena alarm system when the Arena is unoccupied. Contractor will take full responsibility for the actions of clients that are allowed unsupervised access to the Arena.
- Provide maintenance and mechanical staff on an as-needed basis.
- Ensure that any costs incurred for maintenance of the outdoor rink are fully covered by related revenues or approved in advance by the City.
- Meet monthly or as needed with City staff to discuss and resolve any issues.
- Engage and meet with the St. Francis Hockey Association, currently the Ice Arena's largest customer, to facilitate greater levels of use by them, accommodate their reasonable needs and engage them as a marketing resource.
- Establish and maintain a web site for Arena information, operations and scheduling as approved by the City.
- Maintain reasonable accounting practices and software with books of record that will allow the city to audit and review all financial transactions of the Ice Arena operations called for within this contract.

1.2 The City will be responsible for the following:

- Maintain the building exterior and the property grounds including snow plowing the parking areas and mowing the grassy areas adjacent to the facility.
- Finance reasonable capital improvements necessary to ensure continued, uninterrupted operation of the Arena for all user groups.
- Provide space in the City newsletter and city reader board for Arena advertising.
- Maintain insurance coverage at the statutory limits for property, boiler, machinery, business interruption, and commercial general liability.
- Assist the Contractor with preparation of an annual operating budget.
- Pay all necessary Arena operating expenses except items used/consumed in the Concession Area.

ARTICLE 2. Contract Price and Payment

2.1 The amount to be paid for the Contractor's management fee, all wages, payroll taxes, worker's compensation costs and any other payroll-related costs, including all travel, meeting and training expenses will be \$79,000 (\$9,000 per month for August through March and \$1,750 per month for April through July) for the contract year August 1, 2014 to July 31, 2015. Ice rental revenue will be shared 50/50 after \$220,500 is secured for the calendar year. Advertising revenue must be secured in amount of \$2,000 for each calendar year with a revenue share of 50/50 occurring after that amount is met.

2.2 The Contractor will rent and operate the concession area in the Arena for \$2,000 per contract year and is due by December 15th. Contractor will be responsible for purchasing all products consumed and used in the Concession area.

Rental includes use and maintenance of concession equipment as follows:

- Cash Register-with point of sale software
- Refrigerator
- Microwave
- Pizza oven
- Popcorn Machine

- Nacho Cheese Machine

Should equipment listed need replacement, as deemed necessary by the City; Contractor will be responsible for 50% of the replacement cost. Equipment will remain property of the City.

The City will obtain the Food Establishment License from Anoka County and will be reimbursed from the Contractor for the License fee.

ARTICLE 3. Term

- 3.1 The term of this Agreement is August 1, 2014, to July 31, 2015. This Agreement may be extended for an additional time period subject to performance of the Contractor and with the written agreement of the City.

ARTICLE 4. Contractor's Representations

- 4.1 In order to induce the City to enter into this Agreement, the Contractor makes the following representations:
- 4.1.1 The Contractor has visited the East Bethel Ice Arena and become familiar with and is satisfied as to the Arena conditions that may affect performance of this Agreement.
- 4.1.2 The Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect performance of this Agreement.

ARTICLE 5. Fair Employment Practices Required

- 5.1 The Contractor will comply with Section 103 and 107 of the "Contract Work Hours and Safety Standards Act" (40 USC 327-333) as supplemented by Department of Labor Regulations contained in 29 CFR Parts 3, 5 and 5a.
- 5.1.1 Section 103 of the Act provides that laborers or mechanics of the Contractor will receive compensation on the basis of a standard work week of forty hours. Work in excess of the standard work week is permissible, provided the worker is compensated at a rate not less than one and one-half times the basis rates of pay for all hours worked in excess of forty hours in any work week.
- In the event of a violation, the Contractor will be liable to any affected employee for unpaid wages as well as to the appropriate government agency for liquidated damages.
- Section 5 of the Federal Labor Standard Provisions, Housing and Urban Development Form 4010 sets forth in detail the Section 103 requirements.
- 5.1.2 Section 107 of the Act provides that laborers or mechanics of the Contractor will not be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to their health and safety, as determined under construction, safety, and health standards promulgated by the Secretary of Labor.

- 5.2 The Contractor will comply with all Federal and State anti-discrimination laws. To this end the Contractor agrees to comply with Section 202 of Executive Order 11246 of September 24, 1965, in which the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action will include, but is not limited to the following: employment, upgrading, demotion, or transfer; recruitment; advertising; layoff or termination; rates of pay or other compensation; and selection of training, including apprenticeships.
- 5.2.1 The Contractor will send each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor's commitment under Section 202 of Executive Order 11246 of September 24, 1965, and will post copies of the notice in conspicuous places, available to employees and applicants for employment.
- 5.2.2 The Contractor will state, in all solicitations or advertisements for employment placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

ARTICLE 6. Miscellaneous

6.1 Assignment of Agreement

No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

6.2 Successors and Assigns

The City and the Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained this Agreement.

6.3 Severability

Any provision or part of this Agreement held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon the City and the Contractor, who agree that the Agreement will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.4 Insurance

The Contractor will maintain during the entire term of this Agreement the following insurances with at least the indicated amounts of coverage and provide the City a certificate of insurance showing such coverage's before providing any services under this Agreement: (1) commercial general liability insurance coverage with a policy limit of at least \$500,000.00 per claim and \$1,500,000.00 for any number of claims arising out of a single occurrence; and (2) worker's compensation insurance. The Contractor's insurance provider shall provide the City with written notice at least 30 days in advance of any changes to the insurance coverage as provided for in the Certificate of insurance provided by the Contractor including but not limited to termination of such coverage by the Contractor for any reason.

6.5 Independent Contractor

The Contractor acknowledges and agrees that it is an independent contractor and that nothing herein will be construed to create the relationship of employer and employee between the City and the Contractor. No employee related withholdings or deductions will be made from payments due the Contractor. The Contractor will not be entitled to receive any benefits from the City and will not be eligible for workers' compensation or unemployment benefits. The Contractor will at all times be free to exercise initiative, judgment, and discretion in how best to perform or provide the services identified herein.

6.6 Default

The occurrence of any of the following will constitute default by the Contractor and, if not corrected within ten days after the City provides the Contractor notice of the default, will allow the City to terminate the Agreement: (1) failure to adequately perform or deliver the required services; (2) failure to follow the specifications or standards established by this Agreement; (3) failure to perform or complete the services in a timely fashion as established by the City; (4) bankruptcy; (5) making a material misrepresentation; (6) persistently disregarding laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; (7) failure to satisfactorily perform this Agreement; or (8) failure to perform any other material provision of this Agreement. The City may lawfully terminate the Agreement if, after providing the Contractor ten days notice of the default, the Contractor does not correct the situation. Upon default of this Agreement by the Contractor, the City may withhold any payment due the Contractor for purposes of set-off until such time as the exact amount of damages due are determined. Such withholding will not constitute default or failure to perform on the part of the City.

6.7 Remedies

6.7.1 Default or breach of this Agreement by the Contractor will entitle the City to seek remedies under law and as provided by this Agreement. In the event this Agreement is terminated by reason of default by the Contractor, the City may recover the necessary costs of termination, including but not limited to, administrative, attorneys' fees, and legal costs, from the Contractor. Except when caused by circumstances beyond the parties' control, if the Contractor fails to perform in accordance with the specifications, terms, and conditions of this

Agreement, the City will have the right to purchase the services from other sources on the open market. The City may deduct as damages from any money due or coming due to the Contractor the difference between the Contractor's price and the higher price or the costs of replacement services.

6.7.2 Any remedies available to the City are cumulative and not exclusive. The seeking or exercising by the City of a remedy does not waive its right to seek or exercise any other remedy available to it at law, in equity, by statute, or under this Agreement.

6.8 Indemnification

The Contractor will indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of this Agreement, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts the Contractor may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.9 Record Availability and Retention

The Contractor agrees that the City or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Contractor and invoice transactions relating to this Agreement.

Contractor agrees to maintain these records for a period of three (3) years from the date of termination of this Agreement.

7.0 This Agreement is subject to the Minnesota Government Data Practice Act, Minnesota Statutes Chapter 13 (Data Practices Act). All government data, as defined in the Data Practices Act Section 13.02, Subd 7, which is created, collected, received, stored, used, maintained, or disseminated by Contractor in performing any of the functions of the City during performance of this Agreement is subject to the requirements of the Data Practice Act and Contractor shall comply with those requirements as if it were a government entity.

7.1 Processing of Payments

Prior to processing of any and all payments to the Contractor pursuant to this Contract, compliance with East Finance Department regulations on the completion and filing of W-9 forms and other IRS and MN Department of Revenue taxing forms is required.

7.2 Nondiscrimination

During the performance of this Agreement, the Contractor agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

7.3 Possession of Firearms on Ice Arena Premises

Unless specifically required by the terms of this contract, no provider of services pursuant to this contract, including but not limited to employees, agents or subcontractors of the Vendor or Contractor shall carry or possess a firearm on City premises or while acting in service of this contract with the City pursuant to the terms of this agreement. Violation of this provision shall be considered a substantial breach of the Agreement; and, in addition to any other remedy available to the City under law or equity are grounds for immediate suspension or termination of this contract.

IN WITNESS WHEREOF, the City and the Contractor have signed this Agreement in duplicate, One Counterpart each has been delivered to the City and the Contractor.

City of East Bethel

Gibson Management, LLC

By: _____
Bob DeRoche, Mayor

By: _____
Todd Gibson, Owner

By: _____
Jack Davis, City Administrator



City of East Bethel City Council Agenda Information

Date:

June 4, 2014

Agenda Item Number:

Item 8.0 G.2

Agenda Item:

Proposed Revisions to the City Personnel Policy

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:_____

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.~~

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.

CITATION CATEGORIES	Points	Review
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
ADDITIONAL POINTS		
	Points	Review
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

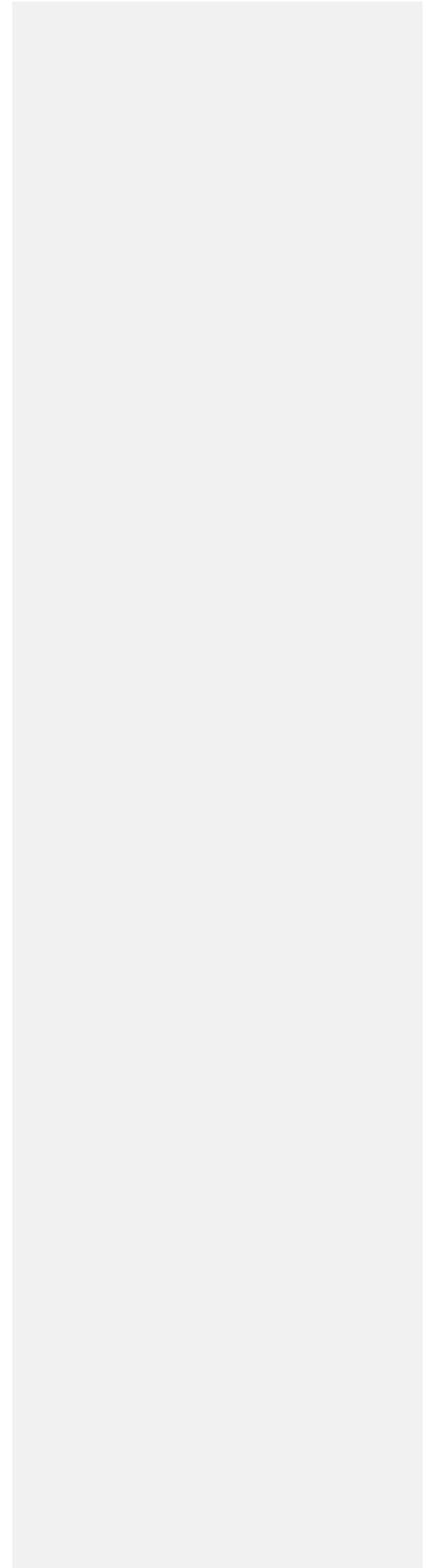
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Policies dated _____, 20____ and have read and understand the information contained therein. I

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:



City of East Bethel City Council Agenda Information

Date:

June 4, 2014

Agenda Item Number:

Item 8.0 G.3

Agenda Item:

Deputy City Clerk Insurance Premium Contribution

Requested Action:

Consider approval of June Insurance Premium Contribution for the Deputy City Clerk

Background Information:

The Deputy City Clerk has been on Family Medical Leave since 2/24/14. The Personnel policy stipulates that the City maintain medical insurance contributions for employees at the same rate as was provided prior to the leave and for the duration of the Family Medical Leave. The Family Medical Leave provisions for this requirement expired at the end of May and the City is no longer required to contribute a benefit amount for the month of June. Given that this employee, though recovering from her medical condition, has been more than willing and made herself readily available by phone and e-mail to assist the City and Staff on questions regarding the job duties of this position and that her assistance in these matters has been numerous and invaluable, Staff is requesting that the Council consider approving the standard monthly contribution amount of \$904.69 for the month of June, for payment of the Deputy City Clerk's medical insurance premiums.

Attachments:

None

Fiscal Impact:

As noted above

Recommendation(s):

Staff requests the City Council consider approving the benefit amount of \$904.69 for the Deputy City Clerk's June medical insurance premiums.

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____



City of East Bethel City Council Agenda Information

Date:

June 4, 2014

Agenda Item Number:

Item 8.0 G.4

Agenda Item:

Verizon Cell Tower Lease

Requested Action:

Consider approving a site for cell phone tower adjacent to East Bethel Public Works Building

Background Information:

Verizon is considering an area along Hwy. 65 between 221st Ave and 237th Ave. as a possible location for a cellular transmission tower. We have had preliminary discussions with Verizon regarding potential locations over the past months and have reviewed potential sites in this area including Castle Towers Sewer Plant, City property east of the Post Office, John Anderson, Booster and Bonde Parks and the MCES RIB at 229th and 65. Per our Ordinance, Telecommunications Facilities, Appendix A, Section 16, the following locations are identified by the city in order of priority as to the placement of telecommunications towers:

1. Antennas located upon public lands or structures, i.e., water towers and public facilities.
2. Co-location on existing antenna support structures.
3. Within the easement of high power overhead transmission lines (69 KV or greater).
4. Central business (B-2), highway business (B-3), and light industrial (I) districts within one-fourth mile of Trunk Highway 65.

A previous meeting with Verizon eliminated the Bonde, Booster West and John Anderson Parks and Castle Towers Sewer Plant as potential sites. Verizon's preference is to attempt to locate their facilities on public properties, and with the potential availability of a site located in the vicinity of the Public Works Building, other commercial/industrial areas along Highway 65 have become secondary on their list.

City Staff is conducting discussions with Verizon regarding a proposed lease and a site for a cellular transmission tower at the southwest corner of the Public Works Building. The proposed lease site would be 100' X 55' and within this area would be the gravel access pad, 190' monopole tower and the equipment shelter, enclosed by a 6' chain link fence (see attachment # 4). The location of the facility at this site would not interfere with any activities of the Public Works Department.

This proposal was presented to the Parks Commission at their April 8, 2014 meeting. The Parks Commission was not in favor of locating the facility in either Booster West or East Parks and recommended that if the proposal should move forward the Commission would prefer it be

located on site # 2 (see attachment 2 and 3), adjacent to the southwest corner of the Public Works Building.

The location at Site # 2 would be preferable due to the following:

- Existing vegetation provides screening for the base of the tower and shelter building
- There would be no disturbance to any Park facilities
- The nearest residence is 670' and is screened by the 30-40' pine and spruce trees along the eastern edge of Fire Station # 2/Public Works Building
- The view of the tower from the residences on Vermillion Street would be screened by the tree line along the eastern edge of Booster East Park
- This site would appear to have least impact on residential areas within Verizon's footprint of service.

If this proposed site is acceptable to City Council, an application for an IUP will need to be submitted and reviewed by the Planning Commission. The IUP would then be submitted to City Council for final approval.

The location of cellular transmission towers on public properties is a common practice. The City of Ham Lake and Roseville each have two towers adjacent to their City Halls and Andover has antennae's located on the water tower next to their City Hall and Community Center.

Staff requested that Verizon consider our water tower as a location but this site was not in the area required for their service needs.

The attached lease agreement (attachment # 6) would not be finalized until after the approval of an IUP for this activity and is included only as a sample for the form of the final draft. The lease agreement is not part of the consideration for approval of the site location and will be addressed if this moves forward beyond site approval.

Attachments:

- Attachment # 1-Verizon Tower Location Map
- Attachment # 2- Sites Considered for Tower Locations
- Attachment # 3- Recommended Site Location
- Attachment # 4- Proposed Site Plan
- Attachment # 5- Simulated View of Proposed Tower
- Attachment # 6- Proposed Cell Tower Lease Agreement
- Attachment # 7- Comparable Cell Tower Lease Rates

Fiscal Impact:

The anticipated lease revenue from this tower would be a minimum of \$18,000-24,000 per year with the potential for additional revenue from future carriers co-locating on the tower. Approval of the site would provide Verizon the minimum assurances that an IUP would be considered for this use.

Recommendation(s):

Staff recommends that Council consider Site # 2 as a location for a Verizon cell tower location and that approval of the site only indicates that City Council would be willing to negotiate a lease agreement for use of this property that would be agreeable to both the City and Verizon.

City Council Action

Motion by:_____

Second by:_____

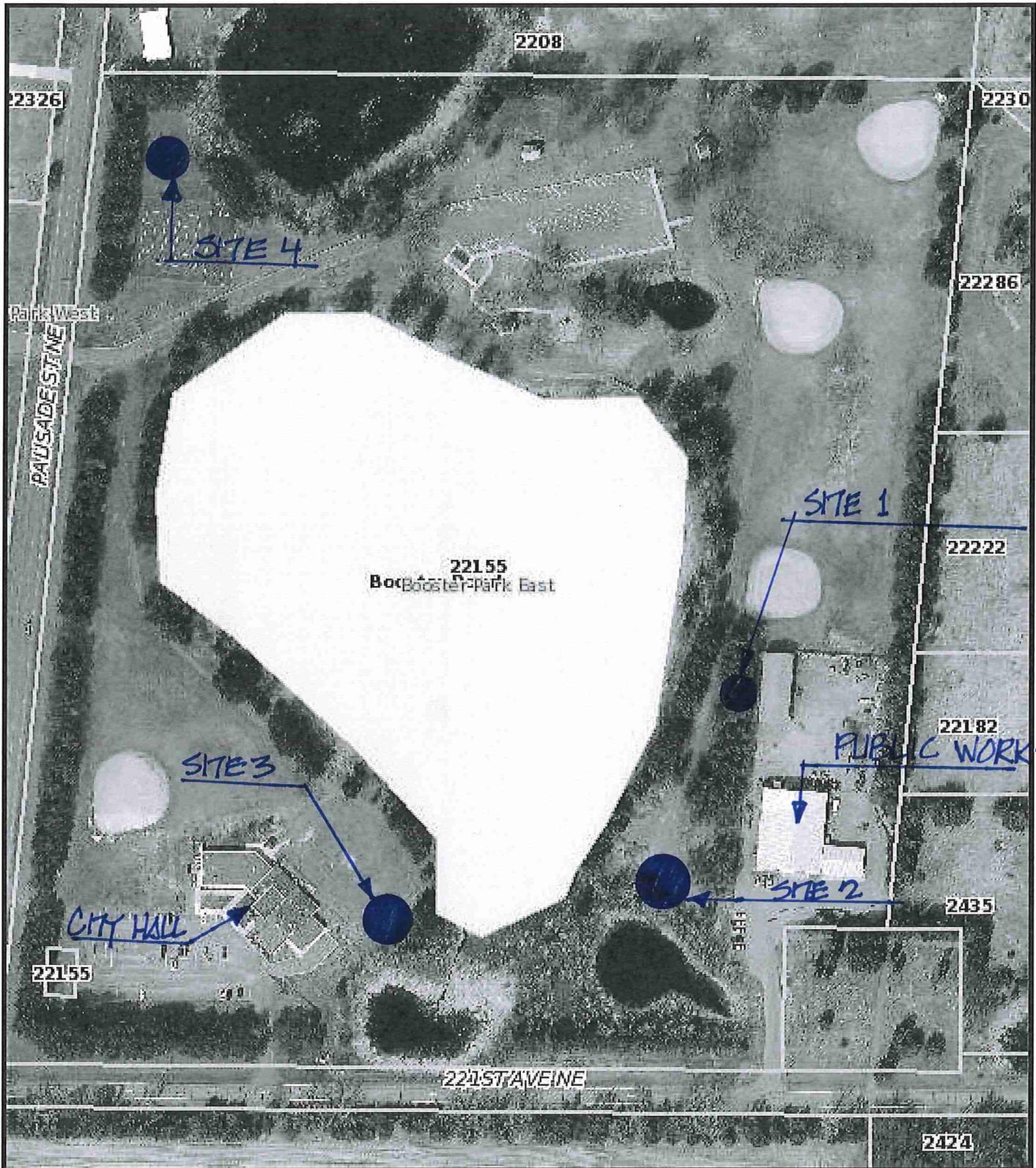
Vote Yes:_____

Vote No:_____

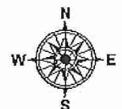
No Action Required:_____



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.
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Public works facility

VZW site location

Cemetery

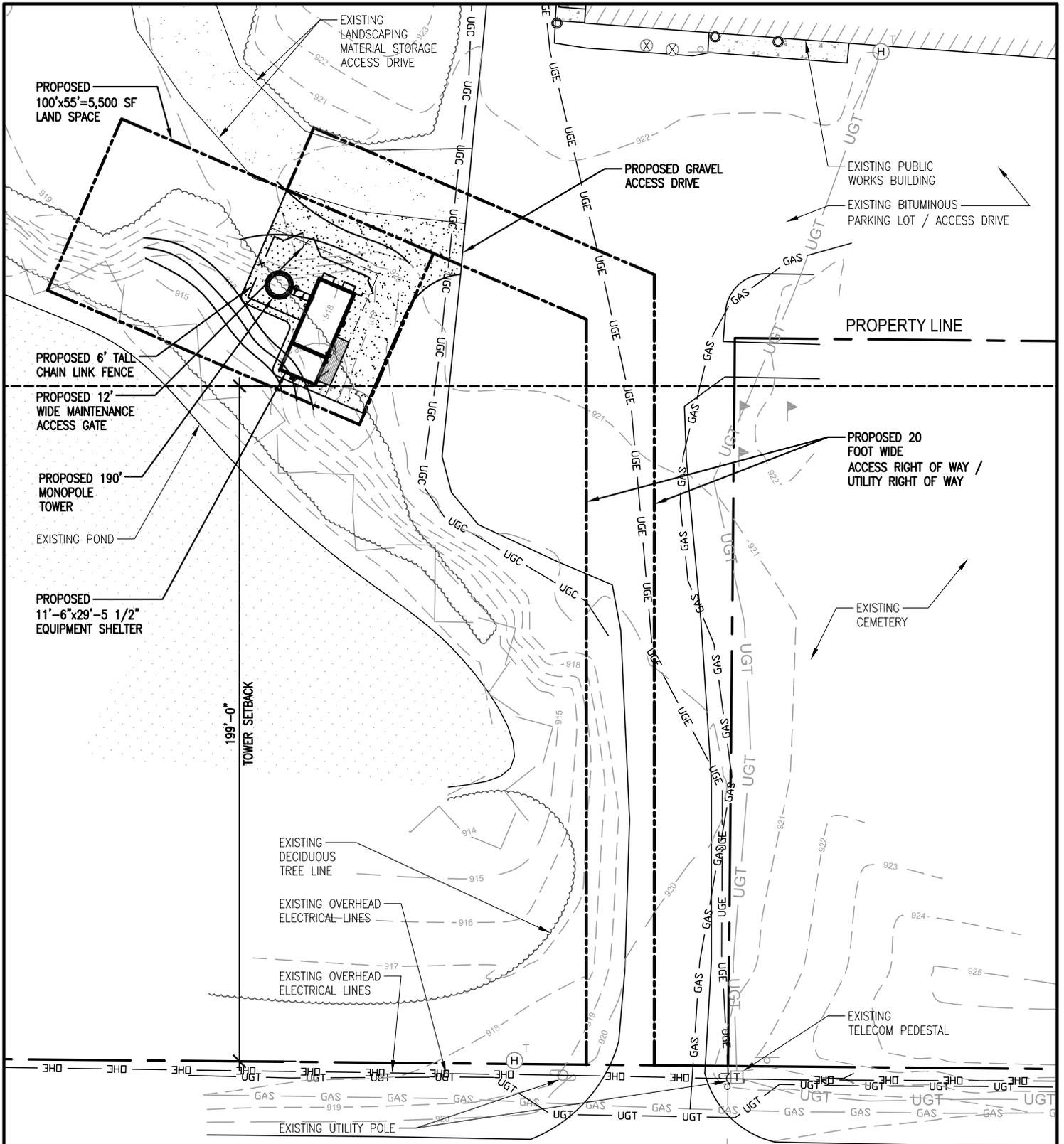
74

221st Ave NE

74

221st Ave NE

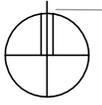
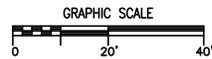




221 ST AVE NE / CO RD 74

NORTH

1 SITE PLAN
SCALE: 1" = 40'



9973 VALLEY VIEW ROAD
EDEN PRAIRIE, MN 55344
(952) 903-9299 FAX 903-9292

ROBERT J. DAVIS, AIA
ARCHITECT



10801 BUSH LAKE ROAD
BLOOMINGTON, MN 55438
(612) 720-0030

PROJECT:
MINC
COOPER
221ST AVE NE
EAST BETHEL, MN 55011

(V.4) 04-30-14	SS1 (v.4)
(V.2) 04-10-14	
DRAWN BY: TPM	
DATE: 03-25-14	



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 St. Paul, Minnesota 55126
 Phone: 651.415.3800 Fax: 651.415.2001
 Web: www.ulteig.com

PHOTO SIMULATION

SITE: MINC COOPER

CARRIER: VERIZON WIRELESS

SITE ADDRESS: 221ST AVENUE N.E., EAST BETHEL, MN 55011



SITE LOCATION MAP NOT TO SCALE





View Type: Original Photograph - View 1
Site Address: 221st Avenue N.E.
City: East Bethel **State:** MN
Site Name: *MINC COOPER*
View Description: Looking northwest at location of proposed monopole and ground equipment.



Disclaimer: This picture is an artist's rendition of the completed site layout prior to construction. The completed construction may vary in layout, dimension, and color from the above picture.

View Type: Simulated Photograph - View 1
Site Address: 221st Avenue N.E.
City: East Bethel **State:** MN
Site Name: *MINC COOPER*
View Description: Looking northwest at location of proposed monopole and ground equipment.



View Type: Original Photograph - View 2

Site Address: 221st Avenue N.E.

City: East Bethel **State:** MN

Site Name: *MINC COOPER*

View Description: Proposed monopole and ground equipment not seen from this view.

SITE GROUND LEASE AGREEMENT

THIS SITE GROUND LEASE AGREEMENT ("Lease"), made this ____ day of _____ 2014, between **City of East Bethel**, a Minnesota municipal corporation, with an address of 2241- 221st Ave NE, East Bethel, Minnesota 55011 ("**Lessor**"), and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, a limited liability company organized and existing under the laws of Delaware, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("**Lessee**"). Lessor and Lessee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

FOR GOOD AND VALUABLE CONSIDERATION, the Parties agree as follows:

1. Leased Premises. Subject to the terms and conditions of this Lease, Lessor hereby leases to Lessee and Lessee leases from Lessor a portion of real property located at 2100 Radio Drive, in the City of East Bethel, County of Washington, State of Minnesota, as being further described in Exhibit "A" attached hereto and made a part hereof (all of Lessor's property is referred to hereinafter as the "Property") being described as a 100 foot by 100 foot site containing eight hundred (10,000) square feet (the "Premises"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty four (24) hours a day, on foot or motor vehicle, including trucks over or along a right of way to the Premises, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Premises, said Premises and Rights of Way (hereinafter collectively referred to as the "Leased Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. Access and right of way must utilize to the greatest extent possible existing hard surfaces now located on the site

In the event any public utility is unable to use the Rights of Way, the Lessor hereby agrees to grant an additional non-exclusive right of way either to the Lessee or to the public utility at no cost to the Lessee. Lessor also hereby grants to Lessee the right to conduct an as built survey of the Property and the Leased Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the Lessee.

2. Rent.

(a) Amount Adjustments. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence in the amount of Eighteen Thousand and No/100 Dollars (\$18,000.00) for the initial year, which shall be increased each year on January 1. The annual rental for the second year and each succeeding year shall be increased to the annual rental determined thereof by a formula as follows:

Renewal Rent = Current Rent + (((IR – IL)/IL) X Current Rent)

Definitions: "IR" is the Consumer Price Index for September 1 of each year.

“IL” is the Consumer Price Index for the month which is the same month as the IR index published twelve (12) months earlier than the IR index.

"Consumer Price Index" shall mean the "Consumer Price Index - for All Urban Consumers, All Cities, All Items (1984 = 100)" as published by the United States Department of Labor Statistics, or if such index shall be discontinued, the successor index, or if there shall be no successor index, such comparable index as mutually agreed upon by the parties.

(b) Time of Payment. The Annual Rent shall be payable by Lessee in advance of the calendar year with the payment being made on or before December 1st. For the first year, the Annual Rent shall be prorated through December 31 and shall be paid to Lessor in full at the time this Lease is executed. If the Lessee does not meet the requirements referenced in Subparagraph 3(a) below by December 1, 2014, and Lessee has diligently pursued such requirements, Lessee shall refund the Lessor the Annual Rent payment made at the time of Lease execution and this Lease shall terminate.

(c) Taxes. Lessee shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which Lessor demonstrates is the result of Lessee's use of the Leased Premises and/or the installation, maintenance, and operation of the Lessee's improvements, and any sales tax imposed on the rent (except to the extent that Lessee is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which Lessor demonstrates arises from the Lessee's improvements and/or Lessee's use of the Premises. Lessee shall be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the Lessee at the Property. Notwithstanding the foregoing, Lessee shall not have the obligation to pay any tax, assessment, or charge that Lessee is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Under no circumstances shall Lessee allow the land to forfeit to the State for non-payment of taxes.

Lessee shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which Lessee is wholly or partly responsible for payment. Lessor shall reasonably allow Lessee at Lessee's expense to file, prosecute and perfect any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, or other similar document. In the event that as a result of any appeal or challenge by Lessee, there is a reduction, credit or repayment received by the Lessor for any taxes previously paid by Lessee, Lessor agrees to promptly reimburse to Lessee the amount of said reduction, credit or repayment.

3. Governmental Approval Contingency.

(a) Lessee Application. Lessee's right to use the Leased Premises is expressly made contingent upon its obtaining all the certificates, permits, zoning and other approvals that may be required by any federal, state, or local authority. Lessor shall cooperate with Lessee in its efforts to obtain and retain such approvals and shall take no proprietary action (as opposed to

regulatory) which would adversely affect the status of the Leased Premises with respect to the Lessee's proposed use thereof.

(b) Non-Approval. In the event that any application necessary under subparagraph 3(a) above is finally rejected or any certificate, permit, license, or approval issued to Lessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or Lessee, in its sole discretion, will be unable to use the Leased Premises for its intended purposes, Lessee shall have the right to terminate this Lease and be reimbursed for the rental payment if made pursuant to Subparagraph 2(b) above so long as the lease year has not commenced. If the lease year has started when notice is given, then the Lessee shall be reimbursed for the prorated current year annual (based on the days of year passed prior to notice of termination) rental payment if made pursuant to Subparagraph 2(b) above. Notice of Lessee's exercise of its right to terminate shall be given to Lessor in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice by Lessor as evidenced by the return receipt. Except as required under subparagraph 11(d) below, upon such termination, this Lease shall become null and void and the parties shall have no further obligations to each other.

(c) Application and Deposit Agreement. Lessee shall have provided the Lessor with an Application and Deposit Agreement to cover the expenses reasonably incurred by the Lessor such as, but not limited to, legal fees and other fees directly incurred by the Lessor in association of the preparation and execution of this lease and the oversight of Lessee's construction of the Communications Equipment Shelter. Lessor shall apply the funds remitted from the Deposit Agreement against the expenses incurred and Lessor will remit any excess funds to Lessee or bill for any excess fees incurred over the deposit within 30 days of the completion of same.

4. Term.

(a) "Primary Term" of this Lease shall commence on the date Lessee obtains its building permit from the City of East Bethel ("Commencement Date") and end on December 31, 2018.

(b) Extended Term. Lessee is granted the option to extend the Primary Term of this Lease for four (4) additional periods of five (5) years each ("Extended Term(s)") provided Lessee is not then in default under this Lease. This Lease shall be automatically renewed for each successive renewal period without any action by either party, unless Lessee gives written notice of its intention not to exercise any options to Lessor no later ninety (90) days prior to the expiration of the Primary Term or any Extended Term, subject to Paragraph 11(a)(iv) and Paragraph 11(a)(v1-866-841-0080. Lessor may after the expiration of the second Extended Term, give Lessee written notice of its intention of non-renewal no later than ninety (90) days prior to the expiration of the then current term.

5. Lessee's Use.

(a) Purposes. The Premises will be used for the purpose of installing, constructing, maintaining repairing, operating, altering, inspecting, and removing a telecommunications center as described in this Lease, including but not limited to:

Transmission lines and mounting and grounding hardware.

A concrete pad and a communications equipment shelter ("Communications Equipment Shelter") containing, without limitation, telecommunication equipment consisting of base stations(s), wireless communication equipment, switch(es), power supply(ies), battery(ies), and accessories.

An emergency generator shall be located within the Communications Equipment Shelter, adjacent to the Communications Equipment Shelter, or within a separate shelter adjacent to the Communication Equipment Shelter. The fuel for the generator (gasoline, diesel, butane, propane, LPG or other) shall be located inside the shelter(s) unless otherwise dictated by applicable building codes, state and federal law.

For the purposes of this Lease, all of Lessee's above-described equipment, lines, switches, power supplies, batteries, Communications Equipment Shelter, generator, generator shelter, accessories, and necessary appurtenances will be referred to herein collectively as the "Communications Facility". The above described concrete pad, Communications Equipment Shelter, equipment contained therein, generator, and lines and equipment may be installed by Lessee or by any of Lessee's agents or contractors. Lessee has the right to make alterations to the Communications Facility from time to time as Lessee, in its sole discretion, determines to be necessary or desirable.

(b) Operation. Lessee shall have the right, at its sole cost and expense, to construct and maintain a Communications Equipment Shelter on the Leased Premises in accordance with good engineering practices, in compliance with all applicable FCC rules and regulations. Lessee's construction and installation of the Communications Equipment Shelter shall be done according to plans approved by Lessor, which approval shall not be unreasonably withheld, conditioned or delayed. Any damage done to the Leased Premises, or Property during installation or during operations, shall be repaired at Lessee's expense within thirty (30) days after notification of damage. The Communications Equipment Shelter shall remain the exclusive property of the Lessee.

(c) Maintenance, Improvement Expenses. All modifications to the Leased Premises and all improvements made for Lessee's benefit shall be at the Lessee's expense and such improvements, including facilities and equipment, shall be maintained in a good state of repair at least equal to the standard of maintenance of the Lessor's facilities on or adjacent to the Leased Premises and secured by Lessee.

(d) Drawings. Unless identical to duplications of previous specifications or drawings submitted to Lessor, Lessee shall provide Lessor with as-built drawings of the equipment and improvements installed and constructed on the Leased Premises, which show the actual location of the Communications Equipment Shelter.

(e) No Interference. Lessee shall, at its own expense, maintain any equipment on or attached to the Leased Premises in a safe condition, in good repair and in a manner reasonably suitable to Lessor so as not to conflict with the use of the surrounding premises by Lessor.

(f) Access. Lessee, at all times during this Lease, shall have twenty-four (24) hours per day, seven (7) days per week access to the Leased Premises in order to install, operate, and maintain its Communications Facility and Antenna Facilities located upon the tower.

(g) Payment of Utilities. Lessee shall separately meter charges for the consumption of electricity and other utilities associated with its use of the Leased Premises and shall promptly pay all costs associated therewith.

6. Emergency Facilities. In the event of a natural or manmade disaster, in order to protect the health, welfare, and safety of the community, Lessee may erect additional Antenna Facilities and install additional equipment on a temporary basis on the Leased Premises to assure continuation of service. Such temporary operation shall not exceed ninety (90) days unless Lessee obtains written approval from the Lessor.

7. Additional Buildings. Lessee acknowledges that Lessor may permit additional buildings to be constructed on the Property described in Exhibit A. At such time as this may occur, subject to Lessee's prior written approval, such approval not to be unreasonably withheld, said buildings to be placed immediately adjacent to Lessee's building as "attachments" to the building so as to give the appearance that all buildings are a connected facility. Said attachments must allow sufficient space for Lessee to perform proper and adequate maintenance. Said attachments will be made at no cost to Lessee, will not compromise the structural integrity of Lessee's building nor cause any interference with Lessee's Communications Facility and Antenna Facilities located upon the tower.

8. Defense and Indemnification.

(a) General. Lessee agrees to defend, indemnify, and hold harmless Lessor and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by Lessor or for which Lessor may be liable in the performance in this Lease, except to the extent such claims arise from the negligence, willful misconduct, or other fault of Lessor. In this regard, Lessee shall defend all claims directly attributable to the installation, operation, use, maintenance, repair, removal, or presence of Lessee's Communications Facilities, equipment and related facilities on the Leased Premises.

(b) Hazardous Materials. Lessee will be solely responsible for and will defend, indemnify, and hold Lessor, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including attorney's fees and costs, arising out of or in connection with the cleanup or restoration of the Leased Premises associated with the Lessee's use of Hazardous Materials. No hazardous materials shall be brought upon the leased premises by Lessee without notice to and approval of Lessor. Those hazardous materials reasonably required by Lessee's operations will be allowed. For the purposes of this Lease, "Hazardous Materials" shall be interpreted broadly and specifically includes, without limitation, asbestos, fuel, batteries or any hazardous substance, waste, or materials as defined in any federal, state, or local environmental or safety law or regulations including, but not limited to, CERCLA. Lessor represents that it has no knowledge of any Hazardous Materials on the leased premises.

(c) Lessee's Warranty. Lessee represents and warrants that its use of the Leased Premises will not generate and Lessee will not store or dispose of on the Leased Premises, nor transport to or over the Leased Premises, any Hazardous Materials, unless Lessee specifically

informs Lessor thereof in writing twenty-four (24) hours prior to such storage, disposal or transport, or otherwise as soon as Lessee becomes aware of the existence of Hazardous Materials on the Leased Premises. Upon notification by the Lessor, the Lessee within twenty-four (24) hours shall take action to remove hazardous materials from the leases premises. The obligations of this paragraph 8 shall survive the expiration or other termination of this Lease. Lessor and Lessee acknowledge that Lessee shall be utilizing and maintaining on the Property sealed batteries, propane/diesel/gasoline, HVAC system, and a halon/FM200 fire suppression system and that the use and maintenance of such items shall not constitute a violation or breach of the preceding sentences of this paragraph as long as the chemical properties and elements of each item remains safely contained.

9. Insurance.

(a) Workers' Compensation. The Lessee must maintain Workers' Compensation insurance in compliance with all applicable statutes. The policy shall also provide Employer's Liability coverage with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) Bodily Injury each accident, Five Hundred Thousand Dollars (\$500,000.00) Bodily Injury by disease, policy limit, and Five Hundred Thousand Dollars (\$500,000.00) Bodily Injury by disease, each employee.

(b) General Liability. The Lessee must maintain occurrence form commercial general liability coverage. Such coverage shall include but not be limited to bodily injury, third party property damage, and personal injury, for the hazards of Premises/Operation, broad form contractual, independent contractors, and products/completed operations.

The Lessee must maintain aforementioned commercial general liability coverage with minimum limits of liability not less than One Million Dollars (\$1,500,000.00) each occurrence; One Million Dollars (\$1,500,000.00) personal and advertising injury; Five Million Dollars (\$5,000,000.00) general aggregate, and Two Million Dollars (\$2,000,000.00) products and' completed operations aggregate. These limits may be satisfied by the commercial general liability coverage afforded by the umbrella or excess policy are no less than the underlying comprehensive general liability coverage.

Lessee will maintain Completed Operations coverage for a minimum of two (2) years after the construction is completed.

(c) Automobile Liability. The Lessee must carry Commercial Automobile Liability Coverage. Coverage shall afford minimum liability limits for Bodily Injury Liability and Property Damage Liability in the amount of One Million Dollars (\$1,500,000.00) per accident. The liability limits may be afforded under the Commercial Automobile, or in combination with an Umbrella or Excess Liability Policy provided coverage of rides afforded by the Umbrella or Excess Policy are no less than the underlying Commercial Automobile Liability Coverage. Coverage shall be provided for Bodily Injury and Property Damage for the ownership, use, maintenance or operation of all owned, non-owned and hired automobiles.

The Commercial Automobile Policy shall include at least statutory personal injury protection, uninsured motorists and underinsured motorists coverages.

(d) Lessee Property Insurance. The Lessee must keep in force for the duration of the Lease a policy covering damages to its property at the Leased Premises. The amount of coverage shall be sufficient to replace the damaged property, loss of use and comply with any ordinance or law requirements.

(e) Additional Insured - Certificate of Insurance. The Lessee shall provide, prior to tenancy, evidence of the required insurance in the form of a Certificate of Insurance issued by a company (rated A minus or better), licensed to do business in the state of Minnesota, which includes all coverage required in Paragraph 9. Lessee will name Lessor as an Additional Insured on the General Liability and Commercial Automobile Liability Policies. The Certificate(s) shall also provide that the coverage may not be canceled without at least thirty (30) days prior written notice to Lessor.

10. Damage or Destruction. If the Leased Premises is destroyed or damaged, without contributory fault of the Lessee or its agents so as, in Lessee's judgment, to hinder its effective use of the Communications Equipment Shelter, Lessee may elect to terminate this Lease upon thirty (30) days' written notice to Lessor. In the event Lessee elects to terminate the Lease, Lessee shall be entitled to reimbursement of prepaid rent covering the period subsequent to the date of damage to or destruction of the Leased Premises.

11. Lease Termination.

(a) Events of Termination. Except as otherwise provided herein, this Lease may be terminated by either party upon sixty (60) days' written notice to the other party, as follows:

(i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default to the other party (without, however, limiting any other rights of the parties pursuant to any other provisions hereto). However, if the default may not be reasonably cured within a sixty (60) day period, this Lease may not be terminated if the defaulting party commences action to cure the default within such sixty (60) day period and proceeds with due diligence to fully cure the default;

(ii) by Lessee for cause if it is unable to obtain or maintain any license, permit or other governmental approval necessary for the construction and/or operation of the Antenna Facilities or Lessee's business;

(iii) by Lessee for cause if the Leased Premises is or becomes unacceptable for technological reasons under the Lessee's Antenna Facilities design or engineering specifications or the communications systems to which Communication Facility belong;

(iv) by Lessor, upon a one (1) year notice to Lessee, if its Council decided for any reason to redevelop the Leased Premises and/or discontinued use of the Premises for all purposes;

(v) by Lessor, upon a one (1) year notice to Lessee, if it wishes to reconstruct, expand or otherwise modify the Premises in a manner inconsistent with the continued operation and location of the Antenna Facilities;

(vi) by Lessor, upon a one (1) year notice to Lessee, if it determines that Lessee has, at this location, failed to comply with applicable ordinances, or state or federal law, or any conditions attached to government approvals granted thereunder, after a public hearing before the Lessor's Council.

(b) Notice of Termination. The parties shall give notice of termination in writing by certified mail, return receipt requested. Such notice shall be effective upon receipt as evidenced by the return receipt. All current year annual rentals paid for the Lease prior to said termination date shall be retained by Lessor.

(c) Lessee's Early Termination. Upon a one (1) year notice to Lessor Lessee may terminate this Lease other than of right as provided in this Lease Lessee shall pay to Lessor as liquidated damages for early termination, One Hundred Fifty Percent (150%) of the annual rent for the year in which Lessee terminates, unless Lessee terminates during the last year of any Term under paragraph 4 and Lessee has paid the annual rental for that year.

(d) Site Restoration. Subject to the notification requirements of section 17 of this Lease, in the event that this Lease is terminated, Lessee shall have sixty (60) days from the termination or expiration date to remove its Communication Facility and related equipment from the Leased Premises, restore the Leased Premises to its conditions as of the commencement date of this Lease as near as practicable (save except utilities, access areas, improved, removal of vegetation, items constructed or changed by any person(s) or entity(ies) other than Lessee, normal wear and tear, and acts beyond Lessee's control). Within ninety (90) days of the date of execution of this Lease by the Parties, and as security for site restoration, Lessee shall provide Lessor the sum of Five Thousand and No/100 Dollars (\$5,000.00), which shall be fully refunded to Lessee upon the timely removal of the Communication Facility, and related equipment, the repair of the site and the restoration of the Premises to the reasonable satisfaction of the Lessor. In the event that Lessee's Communication Facility and related equipment are not removed to the reasonable satisfaction of the Lessor, they shall be deemed abandoned and become the property of the Lessor, and Lessee shall have no further rights thereto. If Lessee does not restore the site to the reasonable satisfaction of Lessor, the \$5,000.00 security may be used by Lessor to restore the site

If Lessor removes the Communication Facility or related equipment, Lessor must give written notice to the Lessee at the addresses provided, informing it that Communication Facility or related property have been removed and will be deemed abandoned if not claimed and the storage fees and other reasonable costs paid within thirty (30) days after said notice.

12. Lessee Interference.

(a) With Premises. Lessee shall not interfere with Lessor's use of the Property (adjacent) and agree to cease all such actions which unreasonably and materially interfere with Lessor's use thereof no later than three (3) business days after receipt of written notice of the interference from Lessor. In the event that Lessee's cessation of action is material to Lessee's use of the Leased Premises and such cessation frustrates Lessee's use of the Leased Premises, within Lessee's sole discretion, Lessee shall have the immediate right to terminate this Lease for cause and without payment of a termination fee or any other damages.

(b) Interference Study - New Occupants. Upon written notice by Lessor that it has a bona fide request from any other party to lease an area including or in close proximity to the Leased Premises ("Leased Premises Area"), Lessee agrees to provide Lessor within sixty (60) days the radio frequencies currently in operation of each transmitter or receiver installed and operational on the Leased Premises at the time of such request. Lessor may then have an independent, registered professional engineer of Lessor's choosing perform the necessary interference studies to determine if the new applicant's frequencies will cause harmful radio interference to Lessee's current facilities. Lessor shall require the new applicant to pay for such interference studies.

(c) Interference - New Occupants. Lessor agrees that it will not grant a future lease in the Leased Premises Area, to any party if such parties use is reasonably anticipated to interfere with Lessee's operation of its Antenna Facilities. Lessor agrees further that any future lease of the Leased Premises Area will prohibit a user from interfering with Lessee's current Antenna Facilities. Lessor agrees that it will require any subsequent occupants of the Leased Premises Area to provide Lessee these same assurances against interference. Lessor shall have the obligation to eliminate any interference with the operations of Lessee caused by such subsequent occupants. If such interference is not eliminated, Lessee shall have the right to terminate this Lease for cause and without payment of the termination fee, or any other damages, or seek injunctive relief against the interfering .occupant, at Lessee's expense.

13. Assignment. This Lease, or rights thereunder, may not be sold, assigned, or transferred at any time by Lessee except to Lessee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Lessee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization, without the written consent of the Lessor. As to other parties, this Lease may not be sold, assigned, or transferred without the written consent of the Lessor, such consent not to be unreasonably withheld, conditioned or delayed. For purposes of this paragraph, an "affiliate" or "subsidiary" means an entity which directly or indirectly controls or is controlled by Lessee. Lessor hereby consents to the assignment by Lessee of its rights under this Lease as collateral to any entity which provides financing to Lessee.

14. Condemnation. In the event the whole of the Leased Premises is taken by eminent domain, this Lease shall terminate as of the date title to the Leased Premises vests in the condemning authority. In the event a portion of the Leased Premises is taken by eminent domain, either party shall have the right to terminate this Lease as of the said date of title transfer, by giving thirty (30) days written notice to the other party. In the event of any taking under the power of eminent domain, Lessee shall not be entitled to any portion of the reward paid for the taking, and the Lessor shall receive full amount of such award. Lessee hereby expressly waives any right or claim to any portion thereof. Although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises, shall belong to Lessor, Lessee shall have the right to claim and recover from the condemning authority, but not from Lessor, such compensation as may be separately awarded or recoverable by Lessee on account of any and all damage to Lessee's business and any costs or expenses incurred by Lessee in moving/removing its equipment, personal property, Communication Facility, Antenna Facilities and leasehold improvements.

15. Disputes. Any claim, controversy or dispute arising out of this Lease not resolved within ten (10) days following notice of the dispute, shall be submitted first and promptly to mediation. Each party shall bear its own costs of mediation. If mediation does not result in settlement within forty-five (45) days after the matter was submitted to mediation, either party may file a claim for arbitration in accordance with the applicable rules of the American Arbitration Association. The award rendered by the arbitrator may be entered as a judgment in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the Leased Premises is located. Arbitration shall be the exclusive remedy of the parties.

16. Enforcement and Attorneys' Fees. In the event that either party to this Lease shall bring a claim in arbitration to enforce any rights hereunder, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees incurred as a result of such claim.

17. Notices. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by courier service, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

If to Lessor, to:

City of East Bethel
Attn: City Administrator
East Bethel City Hall
2241- 221st Ave NE
East Bethel, Minnesota 55011

If to Lessee, to:

Verizon Wireless (VAW) LLC
[d/b/a Verizon Wireless](#)
[180 Washington Valley Road](#)
[Bedminster, New Jersey 07921](#)
[Attention: Network Real Estate](#)

18. Authority. Each of the individuals executing this Lease on behalf of the Lessee or the Lessor represents to the other party that such individuals is authorized to do so by requisite action of the party to this Lease.

19. Binding Effect. This Lease shall run with the Leased Premises. This Lease shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

20. Complete Lease Amendments. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreement of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.

21. Governing Law. This Lease shall be construed in accordance with the laws of the State of Minnesota.

22. Severability. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

23. Memorandum. Lessor shall contemporaneously herewith execute and acknowledge and deliver to Lessee three original Memorandums of this Lease in recordable form ("Memorandum") in the form acceptable to both Parties and attached as of Exhibit D. Lessee agrees to promptly execute and deliver a recordable Memorandum of this Lease to Lessor. Either Party, at its cost, may record the Memorandum in the appropriate land recorder's office.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

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

LESSOR:

City of East Bethel,
a Minnesota municipal corporation

By: _____
Robert DeRoche
Its Mayor

By: _____
Jack Davis
Its City Administrator

Date: _____

Address: 2241- 221st Ave NE
East Bethel, Minnesota 55011

LESSEE:

Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless

By: _____
Lynn Ramsey
Its: Area Vice President Network

Date: _____

Address: Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

EXHIBIT "A"
TO
SITE GROUND LEASE AGREEMENT

PROPERTY DESCRIPTION:

LEASE PREMISES DESCRIPTION:

ACCESS & UTILITY ROUTE DESCRIPTION:

Abstract land.

EXHIBIT "A"
TO
SITE GROUND LEASE AGREEMENT

**EXHIBIT "A"
TO
SITE LEASE AGREEMENT**

EXHIBIT "B"
TO
SITE GROUND LEASE AGREEMENT

SURVEY OF PROPERTY PURSUANT TO SECTION 1 OF LEASE AGREEMENT

EXHIBIT "C"
TO
SITE GROUND LEASE AGREEMENT

**EXHIBIT "D" TO
SITE GROUND LEASE AGREEMENT**

**FORM OF
MEMORANDUM OF AGREEMENT**

DRAFTED BY
AND RETURN TO:
Mark J. Vierling
Eckberg, Lammers, Briggs Wolff & Vierling PLLP
1809 Northwestern Ave
Stillwater MN 55082

(Space above this line for Recorder's use.)

MEMORANDUM OF SITE GROUND LEASE AGREEMENT

THIS MEMORANDUM OF SITE GROUND LEASE AGREEMENT is made this _____ day of _____, 2014, between the City of East Bethel, a Minnesota municipal corporation, with a mailing address of 2241- 221st Ave NE, East Bethel, Minnesota 55011, hereinafter referred to as ("LESSOR"), and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, with its address for notice located at 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter referred to as ("LESSEE"). LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. LESSOR and LESSEE entered into a Site Ground Lease Agreement (the "Agreement") on _____, 2014, for an initial term expiring on December 31, 2018 (the "Primary Term).

2. Pursuant to the Agreement, LESSOR leased to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the "Property") located at _____, in the City of East Bethel, County of Washington, State of Minnesota and being legally described on Exhibit "A", together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a right-of-way extending from the nearest public right-of-way, _____, to the demised premises.

City of East Bethel
City Hall Verizon Tower Site

The demised premises and right-of-way are referred to as the "Premises." In the event any public utility is unable to use the aforementioned right-of-way, LESSOR has agreed to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

3. This Agreement shall be effective as of the date of execution by both Parties.
4. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date written herein below.

LESSOR:

City of East Bethel,
a Minnesota municipal corporation

By: _____
Robert DeRoche
Its Mayor

By: _____
Jack Davis
Its City Administrator

Date: _____

LESSEE:

Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless

By: _____
Lynn Ramsey
Its: Area Vice President Network

Date: _____

Exhibit "A"

(Legal Description)

Page 1 of 1

Abstract land.

Comparable Cell Tower Lease Rates and Charges

<u>City</u>	<u># of Sites</u>	<u># of carriers</u>	<u>Lease/Charge</u>
Centerville	1	1	\$17,400 (T-Mobile)
Ham Lake	4	10	\$90,000
Forest Lake	2		\$50,000
Andover	3	5+	Most recent lease-\$2,100/mo.-water tower One single user tower @ 75'- 15K/ year
Cambridge			T-Mobile pays \$1,750/mo.
St. Francis	No Response		
Isanti	No Response		

This is an addendum to the
June 4, 2014 City Council
Meeting. It was added on
June 3, 2014.

City of East Bethel
June 4, 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
Arena Operations	Electric Utilities	052114	Connexus Energy	615	49851	\$709.07
City Clerk	Professional Services Fees	176803	STS Staffing	101	41430	\$432.00
Fire Department	Electric Utilities	052114	Connexus Energy	101	42210	\$668.62
General Govt Buildings/Plant	Electric Utilities	052114	Connexus Energy	101	41940	\$898.81
Park Maintenance	Electric Utilities	052114	Connexus Energy	101	43201	\$191.13
Recycling Operations	Electric Utilities	052114	Connexus Energy	226	43235	\$116.61
Sewer Operations	Electric Utilities	052114	Connexus Energy	602	49451	\$1,224.75
Street Maintenance	Electric Utilities	052114	Connexus Energy	101	43220	\$1,547.60
Water Utility Operations	Electric Utilities	052114	Connexus Energy	651	49401	\$1,073.18
\$6,861.77						