THE CITY OF
LAKE ELMO

Our Mission is to Provide Quality Public Services in a Fiscally Responsible Manner While Preserving the City's Open Space Character

NOTICE OF MEETING

City of Lake Elmo
3800 Laverne Avenue North
City Council Meeting
Tuesday, October 16, 2012 7:00 p.m.

AGENDA

A. **CALL TO ORDER**

B. **PLEDGE OF ALLEGIANCE**

C. **ROLL CALL**

D. **APPROVAL OF AGENDA**

E. **ORDER OF BUSINESS/GROUND RULES**

F. **ACCEPT MINUTES**
   1) Accept October 2, 2012 City Council Minutes

G. **PUBLIC COMMENTS/INQUIRIES**
   A) Tony Hernandez – US Congress 4th Congressional District Candidate

H. **PRESENTATIONS**
   B) Q-Star Recognition – Mark Duddeck

I. **CONSENT AGENDA**
   Note: Items listed under the Consent Agenda will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the Consent Agenda for separate consideration.

2) Accept Financial Report dated September 30, 2012
3) Accept Building Permit Report dated September 30, 2012
4) Approve Payment of Disbursements and Payroll
5) Resolution 2012-XX Approving City Elected Official and Appointed Board/Commission Member's Code of Conduct Policy
6) 2012 Street and Water Quality Improvements – Change Order 1
7) 2012 Street and Water Quality Improvements – Pay Request 2
8) Approval of HVAC System for Annex and Maintenance Agreement for City Facilities

J. **REGULAR AGENDA**

9) Approval of Damon Farber & Associates Planning/Theming Agreement
10) CUP Approval for Therapeutic Massage at 11200 Stillwater Boulevard
11) Resolution 2012-XX Approving Lake Elmo Employee Handbook

K. **NEW BUSINESS**

C) Library Update
   1) Library Board Applications
   2) Filling of Weis Board Position
   3) Full Time Library Director Position / Goal Setting
   4) Future of Art Center

L. **SUMMARY REPORTS AND ANNOUNCEMENTS**

- Mayor and Council
- Administrator
- City Attorney
- City Engineer
- Planning Director
- Finance Director

M. Adjourn

CITY OF LAKE ELMO
CITY COUNCIL MINUTES
OCTOBER 2, 2012

Mayor Johnston called the meeting to order at 7:00 P.M.

PRESENT: Mayor Johnston, Council Members Pearson and Park. [Council Member Emmons arrived at 7:05 P.M. Council Member Smith arrived at 7:24 P.M.].

Also Present: City Administrator Zuleger, City Attorney Snyder, City Engineer Griffin, Finance Director Bendel, Planning Director Klatt and City Clerk Thone.

APPROVAL OF AGENDA

MOTION: Council Member Pearson moved to approve the October 2, 2012 City Council Agenda as amended switching the order of items 11 and 12. Council Member Park seconded the motion. ***Motion passed 3-0.***

ACCEPTED MINUTES

ITEM 1: ***THE SEPTEMBER 11, 2012 CITY COUNCIL MINUTES WERE APPROVED AS AMENDED (TIME OF MEETING/PAGE 3 FOR PUBLIC SAFETY) BY CONSENSUS OF THE CITY COUNCIL.***

ITEM 2: ***THE SEPTEMBER 18, 2012 CITY COUNCIL MINUTES WERE APPROVED AS PRESENTED BY CONSENSUS OF THE CITY COUNCIL.***

[Council Member Emmons arrived at 7:05 P.M.]

PUBLIC COMMENTS/INQUIRIES:

PRESENTATIONS:

QUALITY STAR RECOGNITION – JAYCEES

City Administrator Zuleger explained the purpose of the Quality Star Award is to recognize those in the city and community who go above and beyond. He expressed appreciation for the Jaycee's commitment to serve and volunteer at the Lake Elmo Days event in September.

QUALITY STAR RECOGNITION – ROCK POINT CHURCH

City Administrator Zuleger expressed appreciation for Rock Point Church's commitment to serve and volunteer at the Lake Elmo Days event in September and for their popular event: The Stick Pony Rodeo.

UTILITY INFRASTRUCTURE FINANCIAL PLAN – TAMMY OMDAHL

Tammy Omdahl of Northland Securities presented an overview of the Utility Infrastructure Financial Plan. She explained the report recommendations for connection of sewer and water for

future properties, the conservative structuring of projected debt, and the adoption of a formal fund balance policy.

Ms. Omdahl provided an overview of the projected Capital Improvement Plans and Debt Service. In response to council and staff inquiries, Ms. Omdahl explained if growth is greater, the city may push forward some of the revenues if the growth supported it. In response to council inquiries regarding the interest rates utilized in the report, Ms. Omdahl explained the long term rate was estimated at 50 points above what the rates are currently, but the short term rate was estimated at 2 to 2-1/2 percent or 25 basis points above current rating.

She presented a comparison of neighboring community rates for water, sewer, and storm water. Lake Elmo is at the middle to higher end for each.

[Council Member Smith arrived at 7:24 P.M.]

She explained the Financial Plan as it relates to options the city will have in choosing to utilize bonding and/or cash to pay for the projects. She explained financial figures were determined with the objective to maintain a cash balance equivalent to 50% of operating expenditure. Again, growth will play a major role in impacting the estimated rates and options.

Inquiries were made regarding the assumptions made on growth, especially south of 10th street and City Administrator Zuleger explained the numbers in the report are conservative and confirmed the million dollar grant is included in these numbers. The currently known interested developers expect a typical pace of 20-40 lots per year. Once sewer and water are available, the numbers are expected to increase exponentially. Commercial units are not as well understood at this time and are very conservative in this report. The years 2013 through 2015 are about 70 percent based on the I-94 Corridor Plan.

Currently the city has no Sewer Access Charge. In the report, the SAC charges are recommended in lieu of assessment charges for sewer connection. She explained the report recommendations would require the property owners who have the pipe running in front of their property to pay the access charges (SAC) to gain revenue for the project. Council expressed concerns for residents who opposed development having to pay even if they were not interested in sewer/water connection. Council Members Pearson and Smith expressed their support for the connection charges. City Attorney Snyder explained this presentation was to begin discussion about the items and review the options presented. He explained the two different options with numerous variations that would likely be vetted out in the near future.

Council inquired about the rates appearing greater in comparison to the communities represented in the report. It was explained that the tier structure is not shared by all communities, but the neighboring utility structures all vary greatly. The large lot sizes in the community could also play a role in higher payments. City Administrator Zuleger reminded that the use of Oakdale's water also increases rates.

Council Member Emmons raised concerns about the ballooning effect towards the end of the proposed plan and the potential burden in the future. Ms. Omdahl confirmed his estimated per acre charge breakdown.

City Administrator Zuleger confirmed that the City was going to continue Storm Water Fund analysis because of the current ongoing projects.

CONSENT AGENDA

3) Approve Payment of Disbursements and Payroll of $297,285.85.
4) Resolution 2012-49 Designating Data Practice Officials and Approving City's Data Practices Policy
5) Resolution 2012-50 Approving Tax Forfeited Parcels for Public Auction
6) 2012 Seal Coat Project – Pay Request No. 1 (Final)
7) I94 Corridor East Gravity Sewer – Approve Engineering Services to Prepare Revised Easement Exhibit
8) Resolution 2012-51 Approving Delinquent Storm Water Assessments
9) Resolution 2012-48 Approving Joint Powers Agreement for Building Services Pool
10) Demontreville Park Purchase of Benches and Foul Line Fence

MOTION: Council Member Pearson moved to approve the Consent Agenda as presented. Council Member Park seconded the motion. ***MOTION PASSED 5-0.***

REGULAR AGENDA

ITEM 12: APPROVE ORDINANCE 2012-63 AMENDING CITY CODE SECTION 150.250 PERTAINING TO SHORELAND STANDARDS

Planning Director Kyle Klatt explained this amendment was to bring the Shoreland standards into conformance with state statutes and specifically explained the change of setbacks from 20 feet to 10 feet from the OHW. This distance would be in line with the Minnesota state statutes. The Planning Commission recommends the council adopt the proposed amendment.

MOTION: Council Member Pearson moved to adopt **ORDINANCE 2012-63 AMENDING CITY CODE SECTION 150.250 PERTAINING TO SHORELAND STANDARDS.** *Council Member Smith seconded the motion.* ***MOTION PASSED 5-0.***

ITEM 11: KEATS AVENUE NORTH MSA STREET AND TRUNK WATERMAIN IMPROVEMENT PUBLIC HEARING AND RESOLUTION 2012-42 ORDERING IMPROVEMENTS AND PREPARATION OF PLANS AND SPECIFICATIONS

MOTION TO RECONSIDER REHEARING MADE BY COUNCILMEMBER PARK; SECONDED BY MAYOR JOHNSTON. MOTION PASSED 4-0. SMITH ABSTAINED

City Engineer Jack Griffin presented information on the Keats Avenue North MSA Street and Trunk Watermain Improvement project.

He provided a summary of the feasibility report that was previously received by the Council. He explained the alternatives of maintaining the Rural Road as proposed, as well as the Urban Road option with curb and gutter, which allows the city to maintain the existing footprint and avoid the excessive costs of other plans. Mr. Griffin also explained the need for closing the critical water system loop to support the system up in the north. This will need to be done at some point regardless. He explained the findings of the hydraulics study, explained the well system structure, and the water stubs for future connectivity. The proposal would include assessments on 22 properties benefiting from the improvements. He explained street and water cost breakdowns. The city would pay 94% of the street improvements. The owners would pay 6% of the project. Mr. Griffin explained the proposed timeline. Should the project be approved this evening, the selection proposal would be brought back to Council November 6, 2012 for approval and a spring 2013 start date.

Council Member Park inquired about the critical loop and whether it would be required if we were not going to move ahead with the I-94 corridor project loop. Mr. Griffin responded the Keats section is still part of a critical loop for the original water system. Council Member Park inquired whether not including stubs initially would save money. Mr. Griffin responded the cost to re-tear up the road later to connect would be greater than the cost of installing the stubs initially.

A discussion was had over what properties would be affected. The properties that have direct access to Keats Avenue would be the properties assessed. Council Member Emmons inquired about potential issues with the projected service area according to the map provided. City Engineer Griffin assured him it would not be an issue and stated the map used was more of a planning map. Mr. Griffin briefly explained the process for setting the assessments and determining the project service area. City Attorney Snyder clarified that the purpose of the motion at this time was to approve the order of plans and specifications, which will give direction to the Engineer and set a maximum assessment amount. Later an assessment hearing will be held to specifically determine the details of the assessments.

OPEN PUBLIC HEARING AT 8:19 P.M.

PUBLIC COMMENTS:

George Dege, 5193 Keats Avenue North, raised concerns about the project but supports the need for the project. His concern was the cost of the project. He understands the need for the street assessment, but the he felt the water portion should be the responsibility of the city, not the property owners, since he knows of only one owner who would like to connect to date. Therefore, you are charging 22 property owners who have septic systems, some relatively new, and he recommended the city charge only those wishing to hook up.

Robert Meyer, 5220 Keats Avenue North, explained he spoke with both the county assessor and some realtors regarding the claim that this will improve the property whether they hook up or not and he found the answer was no. He does not feel it will increase the value of their homes. He

asked the council for consideration to make this charge reasonable – say the 3900 not the 5900 proposed.

Rick Egersdorf, 9960 57th Street North, stated he lives on both Keats Avenue and 57th Street. He expressed that he feels he does not have all the information he would need to abandon his driveway on Keats Avenue. He also has yet to understand what the street project may hold for the future on 57th Street.

George Crocker, 5390 Keats Avenue North, expressed his appreciation for the consideration the council is giving to the residents but explained that this situation is a direct result of the 3M contamination, and the responsibility should fall to them, not the property owners.

Richard Eder, 9825 47th Street, explained the watermain is going from one development to another and supports the project for the good of the city. However, it is not really benefiting the properties in between. Because the project has changed, it will now affect his property with up to two homes that could possibly hook up to it. He believes the City should reconsider the route and assessment procedure to be more equitable.

William Vogel, 5055 Keats Avenue North, is considering connecting to the watermain due to the condition of his current well. He inquired whether residents would be required to connect or if he could opt to put in another private system. City Administrator Zuleger responded the city does not currently require them to connect or prohibit private systems if adjacent to the public system.

Joe Magill, 5275 Keats Avenue North, stated he has lived in Lake Elmo for 18 years. He feels this is not right. He stated that if he did decide to connect, he would be happy to pay for it. Stated he loves the city. He believes that any benefit should be assessed when they sell.

Rod Sessing, 5699 Keats Avenue North, expressed his opinion that linear distances to watermain should be used in deciding what properties are assessed instead of driveway access to Keats. He explained the water would be just as easily available to all the people on 57th, 59th and 54th, 53rd and 51st. He expressed the desire to share the assessments more broadly. Some of these other properties are closer than those located on Keats Avenue. He also stated that a well is cheaper than the cost to connect and most of them are not going to hook up.

CLOSE PUBLIC HEARING AT 8:43 P.M.

Council Member Park asked City Engineer Griffin to address the point of adding those properties to the assessments. He responded that this follows the city's current assessment policy. You are identifying properties to the actual properties that can connect when the project is completed. Including the other properties would require additional projects in order to connect.

Mayor Johnston expressed there have been many valid concerns raised and there is much work to do before we bring this to an assessment hearing.

Council Member Emmons expressed his appreciation for the public's input, concern, and valid comments. He expressed his understanding for the fact that the property owners' were potentially being assessed for something they would not use or benefit from.

City Administrator Zuleger explained several assessment options, to not assess owners and spread the costs across the entire city, the green acres principle assessing at the sale of the property, and assessing full amount when the property chooses to connect. He recommended moving the plans/specifications portion along and further discussing the assessment options.

Council Member Pearson expressed his appreciation for the property owners' concerns and stated the all current users are in fact paying now to support the system. He expressed his hope that the public realizes that the Council is considering the public's comments.

Mayor Johnston moved to approve ***RESOLUTION 2012-42 ORDERING IMPROVEMENTS AND PREPARATION OF PLANS AND SPECIFICATIONS*** **FOR KEATS AVENUE NORTH MSA STREET AND TRUNK WATERMAIN IMPROVEMENT**. *Council Member Park seconded the motion.*

Council Member Emmons raised concerns about the project and the investment for the project area. He asked whether this was the best place to invest the city's money at this time and inquired if the City could look at other creative options that may cost less than one million dollars and would provide a more significant impact. He acknowledges the benefit but would prefer a more conservative option.

Mayor Johnston expressed this is a project that residents have expressed support for – many who have felt they have been forgotten.

Council Member Smith explained when the comp plan was written it included many areas and was designed for the entire city's benefit. She acknowledged that it is a tough decision, but all of the options have been considered, and although she understood and even agreed with Council Member Emmons' concerns, it is time to move forward with these projects. She also expressed her appreciation for all of the property owners and their concerns.

Council Member Park thanked City Engineer Griffin for his work on this project.

Council Member Pearson explained it is a tough situation but not a tough decision. It is time to move on this project.

Council Member Emmons expressed his appreciation for staff's work but reiterated the densities are low to accommodate the infrastructure.

MOTION: Mayor Johnston moved to approve ***RESOLUTION 2012-42 ORDERING IMPROVEMENTS AND PREPARATION OF PLANS AND SPECIFICATIONS*** **FOR KEATS AVENUE NORTH MSA STREET AND TRUNK WATERMAIN IMPROVEMENT**. *Council Member Park seconded the motion.* ***MOTION PASSED 4-1; EMMONS NAY.***

3-MINUTE RECESS

NEW BUSINESS

DISCUSSION ONLY ITEM: SALE OF INTERIM LIBRARY/ART CENTER BUILDING

City Administrator Zuleger explained that perhaps the building with its location near the Village should be brought to the Village Work Group for discussion on how to proceed. Mayor Johnston explained the building was bought with Park money and we would need to understand the ramifications of that in moving forward with a decision. Council Member Smith concurred with the plan to bring the discussion to the Village Work Group. Council Member Emmons agreed the land/site might be valuable to the area. Council Member Pearson expressed we could rent it and inquired about a previous arts study. Mayor Johnston responded that the findings were inconclusive, but suggested that the arts interest was primarily in Stillwater, except by those from Lake Elmo. Mayor Johnston suggested including the Art Center Board's input and the Library Board's input. Council Member Smith suggested the Village Work Group discuss it at their next meeting. Council Member Pearson encouraged the decision happen in a timely fashion in the event it could be rented out as early as next month.

SUMMARY REPORTS AND ANNOUNCEMENTS

Council Member Smith asked that politicking not take place at meetings.

[Council Member Smith departed at 9:25 P.M.]

Council Member Emmons reported he was very impressed by the library and was encouraged by the positive comments.

Council Member Park thanked the wonderful city staff for all of their hard work.

Council Member Pearson reported he attended a Village Planning meeting, Greater Stillwater Chamber of Commerce meeting, and added the Library Board inquired about the potential and merit of hiring a full time librarian.

Mayor Johnston reported he attended the Gateway Corridor Policy Advisory Committee meeting, Mahtomedi School District Leadership meeting, the GEARS (the Grant Evaluation and Ranking System Committee) meeting, and the Gateway Corridor meeting. Also, the Library Board meeting, where they are making progress on the goals and vision for the library; Orientation for the Metropolitan Parks and Open Space Commission, where they discussed the Lake Elmo Park Reserve and the options available for the City's Parks Commission to become involved; The Mayor noted he would like to be more proactive in working with the County on accessing grant money for trails.

City Administrator Zuleger shared a report from Washington County Sherriff's office for September and out of 121 stops, 93 were speed related. Twenty-six were Lake Elmo residents or 21.2%; working with Parks Commission on Parks Usage Survey and developing a trail plan; meeting with Oakdale on and Woodbury on inter-governmental and utility issues; detailing of work and staff "lane assignments" have been defined; Water Utility Inquiries/complaints: out of 1,011 customers, 265 customers or 26.2 percent used over 70,000 gallons. Twenty-six have bills over $1000 per quarter. The tiered structure charges more for heavy users; Staff is looking at developing summer watering rates; recruiting Humane Officer at the request of Woodbury shelter.

City Attorney Snyder deferred to executive session.

City Engineer Griffin reported that in the comp plan the purpose of using conservation rates is to eventually drive down the peak demand. MnDOT has tentatively scheduled an open house for November 15 on the Hilton Trail Interchange project. MnDot will also attend the November 7 Council meeting to provide the project info.

Planning Director Klatt reported Damon Farber will join the Village Work Group and take a walking tour through the Village; Planning Commission meeting rescheduled due to the holiday, attended the American Planning Association conference; adjacent community review comments on the comp plan are beginning to come in.

Finance Director Bendel reported most of her time has been spent on water billing and backing up Tammy Omdahl.

MOTION: Council Member Emmons moved ***TO ADJOURN TO CLOSED SESSION PER ATTORNEY-CLIENT PRIVELEGE TO DISCUSS PENDING LITIGATION/DETACHMENT HEARING APPEAL;*** *Motion seconded by Council Member Pearson.* ***MOTION PASSED 4-0 at 9:48 P.M.***

CLOSED SESSION TO DISCUSS DETACHMENT HEARING APPEAL

In attendance at closed session: Mayor Johnston, Council Members Emmons, Pearson and Park, City Attorney Snyder and associate counsel, City Administrator Zuleger, and City Clerk Thone.

ADJOURN: The closed session meeting adjourned at 10:08 P.M.

MEETING RECONVENED *in open session to act on motion by Council Member Emmons* ***TO CONTINUE WITH APPEAL OF DETACHMENT AND MOVE TO COURT OF APPEALS.*** *Motion seconded by Mayor Johnston.* ***MOTION PASSED 4-0***

Adjourned open meeting at 10:09 P.M.

LAKE ELMO CITY COUNCIL

_____
Dean A. Johnston, Mayor

_____
Sandie Thone, City Clerk

THE CITY OF LAKE ELMO

MAYOR AND COUNCIL COMMUNICATION

DATE: October 16, 2012
CONSENT
ITEM #: 2
MOTION

AGENDA ITEM: September 2012 Financial Reporting

SUBMITTED BY: Cathy Bendel, Finance Director

THROUGH: Dean Zuleger, City Administrator

REVIEWED BY: Dean Zuleger, City Administrator

SUMMARY AND ACTION REQUESTED: As part of its Consent Agenda, The City Council is asked to accept the September 2012 Financial Reporting Packet. No specific motion is needed, as this is recommended to be part of the overall approval of the *Consent Agenda*.

BACKGROUND INFORMATION: The City of Lake Elmo has fiduciary authority and responsibility to conduct normal business operations and report the financial (unaudited) statement to the City Council. City guidelines suggest the Council be updated on a regular basis.

STAFF REPORT: Attached please find a report for September reflecting the monthly detail supporting the year to date actual results and comparing those results to the 2012 Budget.

The most significant variances are highlighted below:

Revenues:

- Building Permit revenue to date has exceeded the full year budget by 23%. It is anticipated that this trend will continue.
- Heating Permit revenue to date has exceeded the full year budget by 61% and it is anticipated that this trend will continue.
- Plumbing Permit revenue to date has exceeded the full year budget by 81% and it is anticipated that this trend will also continue.
- Plan review fees continue to be strong with the new housing increased activity and on a YTD basis are 71% above the full year budget.
- Assessment searches to date continue to surpass budget due to the coordinated effort to ensure all search request fees are received. The average of five searches each week continues due to an increased volume of activity in the housing market.

Expenses:

All departments are at or well below their 75% of budget to date as all Departments continue to strive to identify and implement any cost saving measures. A few key items to note:

- Some recurring expense items show zero for January which stands out. This is a result of moving the expense back to December when the expense was incurred for year end.
- Unemployment Benefits and Workers Compensation are expensed as those benefits are paid out to claimants. A workers compensation premium refund was received in July due to lower salary dollars than estimated as well as in less costly rating classification codes.
- Although no contract services were budgeted for Administration, expenses were incurred to cover the front desk prior to being fully staffed.
- The Finance Department also used contracted services to cover the Finance department lack of full-time staff and is over budget in that category as a result. The contractor services were primarily used to prepare for the annual Financial Audit.
- The Planning Department also uses a part-time contractor to cover the Planning Assistant functions until a full-time staff person was hired. The new Planning Assistant is now on staff full-time and it is anticipated that these services will no longer be needed.
- The Building Inspection Department contracted with the City of Hugo to provide support until the new Inspector was hired. It is anticipated that these services will only be needed to cover planned absences of the new Building Official.

RECOMMENDATION: It is recommended that the City Council receive the September monthly Financial Reporting Packet *as part of tonight's Consent Agenda.*

Alternately, the City Council does have the authority to remove this item from the Consent Agenda and further discuss and review.

ATTACHMENTS:

1. September Financial Reports

City of Lake Elmo
Budget to Actual
2012 By Month
As of September 30, 2012
101-General Fund Detail

REVENUE	BUDGET	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	YTD	% of Budget	Over/ (Under)	
Current Ad Valorem Taxes	2,442,903.00	0.00	0.00	0.00	0.00	0.00	0.00	1,331,398.75	0.00	0.00	1,331,398.75	54.50%	(1,111,504.25)	
Mobile Home Tax	8,000.00	0.00	0.00	0.00	0.00	0.00	0.00	3,376.22	0.00	0.00	3,376.22	42.20%	(4,623.78)	
Liquor License	8,000.00	0.00	0.00	0.00	0.00	25.00	0.00	0.00	0.00	0.00	25.00	0.31%	(7,975.00)	
Wastehauler License	200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	(200.00)	
General Contractor License	2,000.00	1,340.00	225.00	220.00	390.00	75.00	425.00	75.00	75.00	0.00	2,825.00	141.25%	825.00	
Heating Contractor License	50.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	(50.00)	
Blacktopping Contractor License	50.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	(50.00)	
Building Permits	115,000.00	6,716.51	5,041.52	7,626.07	14,409.11	22,564.27	27,073.95	19,223.23	9,999.06	29,151.21	141,804.93	123.31%	26,804.93	
Heating Permits	6,000.00	750.00	230.00	455.00	600.00	1,200.00	2,890.00	1,040.00	1,275.00	1,200.00	9,640.00	160.67%	3,640.00	
Plumbing Permits	3,500.00	500.00	155.00	305.00	1,135.00	1,275.00	965.00	740.00	375.00	900.00	6,350.00	181.43%	2,850.00	
Sewer Permits	300.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	(300.00)	
Animal License	2,000.00	660.00	300.00	180.00	180.00	60.00	80.00	100.00	60.00	100.00	1,720.00	86.00%	(280.00)	Majority of licenses early in year
Utility Permits	5,000.00	0.00	291.80	330.00	185.20	0.00	670.00	1,355.00	1,152.00	1,960.60	5,944.60	118.89%	944.60	
Burning Permits	1,000.00	170.00	90.00	90.00	305.00	135.00	45.00	90.00	0.00	0.00	925.00	92.50%	(75.00)	
MSA-Maintenance	75,000.00	43,789.00	0.00	0.00	0.00	0.00	0.00	43,789.00	0.00	0.00	87,578.00	116.77%	12,578.00	
State Fire Aid	40,000.00	0.00	0.00	1,500.00	0.00	0.00	0.00	0.00	0.00	0.00	1,500.00	3.75%	(38,500.00)	
PERA Aid	2,749.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	(2,749.00)	
Gravel Tax	1,000.00	0.00	688.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00	688.63	68.86%	(311.37)	
Recycling Grant	15,500.00	0.00	0.00	0.00	0.00	0.00	15,588.00	0.00	0.00	0.00	15,588.00	100.57%	88.00	Grant monies received
Cable Franchise Revenue	36,500.00	0.00	0.00	0.00	39,949.50	0.00	0.00	0.00	0.00	0.00	39,949.50	109.45%	3,449.50	
Zoning and Subdivision Fees	5,500.00	1,152.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,152.40	20.95%	(4,347.60)	
Plan Check Fees	38,000.00	2,457.00	2,571.96	2,565.06	6,126.06	9,921.70	12,681.08	10,206.00	2,752.39	15,793.82	65,075.07	171.25%	27,075.07	
Copies, books, maps	150.00	3.00	3.00	0.00	13.90	44.95	24.25	32.25	25.80	29.57	176.72	117.81%	26.72	
Assessment Searches	200.00	15.00	45.00	120.00	135.00	45.00	40.00	135.00	105.00	60.00	700.00	350.00%	500.00	
Clean up Days	3,000.00	0.00	0.00	0.00	0.00	0.00	3,256.00	0.00	0.00	0.00	3,256.00	108.53%	256.00	Good participation for clean up days
Cable Optn Reimbursement	2,000.00	47.50	0.00	0.00	687.50	0.00	0.00	0.00	632.50	0.00	1,367.50	68.38%	(632.50)	
Fines	53,000.00	0.00	4,154.15	7,570.16	7,684.31	4,851.06	5,576.67	4,056.49	5,334.42	4,983.90	44,211.16	83.42%	(8,788.84)	
Misc Revenue	6,384.00	1,648.44	0.00	4,562.63	7,146.68	3,121.00	1,925.00	56.24	16,326.58	1,083.19	35,969.76	563.44%	29,585.76	
Internal Charges	0.00	298.00	348.00	98.00	76.00	86.00	100.00	58.00	66.00	34.00	1,164.00	NA	1,164.00	Library card sys fees; not budgeted
Interest Earnings	20,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	(20,000.00)	Currently interest only bkd at YE
Donations	8,000.00	0.00	7,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,500.00	93.75%	(500.00)	
Total Revenues	2,900,986.00	59,546.85	21,644.06	25,721.92	79,023.26	43,403.98	71,339.95	1,415,731.18	38,178.75	55,296.29	1,809,886.24	62.39%	(1,091,099.76)	
EXPENSE BY DEPT														
410-General Government	965,182.00	32,695.72	75,839.99	72,121.09	73,587.68	82,165.76	137,842.79	95,708.93	78,172.41	58,765.27	706,899.64	73.24%	258,282.36	
420-Public Safety	1,081,541.00	26,340.35	32,247.14	42,972.36	33,057.62	42,287.54	51,452.79	33,891.86	314,383.63	52,264.14	628,897.43	58.15%	452,643.57	
430-Public Works	482,749.00	23,080.10	44,427.22	21,205.76	29,856.45	46,604.56	61,813.60	37,808.52	31,727.39	22,135.36	318,658.96	66.01%	164,090.04	Includes $18k reimbursable MNDot expense
450-Culture Recreation	183,103.00	10,524.58	9,723.89	8,550.56	9,597.51	16,908.77	18,350.02	14,664.97	16,658.94	11,953.29	116,932.53	63.86%	66,170.47	
460-Compensation Adj	13,411.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	13,411.00	
493-Other Financing Uses	175,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	175,000.00	
Total Expenses	2,900,986.00	92,640.75	162,238.24	144,849.77	146,099.26	187,966.63	269,459.20	182,074.28	440,942.37	145,118.06	1,771,388.56	61.06%	1,129,597.44	
Net	0.00	(33,093.90)	(140,594.18)	(119,127.85)	(67,076.00)	(144,562.65)	(198,119.25)	1,233,656.90	(402,763.62)	(89,821.77)	38,497.68	NA	38,497.68	

City of Lake Elmo
Budget to Actual
2012 By Month
As of September 30, 2012
101-General Fund Detail
By Department

DEPT 410 - GEN'L GOV'T

	BUDGET	Jan	Feb	Mar	Apr	3 pp May	June	July	Aug	Sept	YTD	% of Budget	Over/ (Under)	
1110 - Mayor & Council														
PT Salaries	16,435.00	0.00	0.00	0.00	0.00	0.00	8,217.50	0.00	0.00	0.00	8,217.50	50.00%	(8,217.50)	Pmts in June & Dec
FICA Contributions	1,019.00	0.00	0.00	0.00	0.00	0.00	509.49	0.00	0.00	0.00	509.49	50.00%	(509.51)	
Medicare Contributions	238.00	0.00	0.00	0.00	0.00	0.00	119.14	0.00	0.00	0.00	119.14	50.06%	(118.86)	
Workers Compensation	0.00	36.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	36.00	0.00%	36.00	
Mileage	1,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	(1,000.00)	
Miscellaneous	2,000.00	0.00	0.00	0.00	0.00	565.27	0.00	(7.09)	0.00	0.00	558.18	27.91%	(1,441.82)	
Dues & Subscriptions	11,200.00	3,391.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,391.00	30.28%	(7,809.00)	
Conferences & Training	3,500.00	0.00	0.00	0.00	0.00	355.00	800.00	298.19	0.00	0.00	1,453.19	41.52%	(2,046.81)	
Total Mayor & Council	**35,392.00**	**3,427.00**	**0.00**	**0.00**	**0.00**	**920.27**	**9,646.13**	**291.10**	**0.00**	**0.00**	**14,284.50**	**40.36%**	**(21,107.50)**	
1320 - Administration														
FT Salaries	220,671.00	9,446.62	17,718.94	12,755.74	12,653.83	24,869.80	16,906.02	16,970.32	18,094.47	23,884.96	153,300.70	69.47%	(67,370.30)	May includes 3 pp plus new Clerk wages
PERA Contributions	8,617.00	684.85	1,154.12	924.79	917.41	1,607.90	1,225.68	1,230.36	1,311.86	1,428.87	10,485.84	121.69%	1,868.84	
ICMA Contributions	7,382.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	(7,382.00)	
FICA Contributions	13,682.00	572.97	1,064.66	756.95	750.63	1,460.92	993.80	997.38	1,061.70	1,423.38	9,082.39	66.38%	(4,599.61)	
Medicare Contributions	3,200.00	134.01	249.01	177.04	175.56	341.68	232.42	233.36	248.30	332.90	2,124.28	66.38%	(1,075.72)	
Health/Dental Insurance	33,548.00	4,435.56	(1,445.04)	4,074.76	2,055.81	2,055.81	2,055.81	2,055.81	2,055.81	2,055.81	19,400.14	57.83%	(14,147.86)	
Unemployment Benefits	0.00	0.00	0.00	0.00	0.00	3,582.00	0.00	0.00	0.00	0.00	3,582.00	0.00%	3,582.00	
Workers Compensation	2,310.00	1,398.00	0.00	0.00	0.00	0.00	0.00	(274.88)	0.00	0.00	1,121.12	48.53%	(1,188.88)	Refund rec'd for 2011 Work Comp audit
Office Supplies	6,000.00	595.59	492.70	592.58	281.62	1,176.12	1,034.12	652.74	1,529.02	54.64	6,409.13	106.82%	409.13	
Printed Forms	1,000.00	0.00	0.00	363.91	0.00	0.00	118.10	883.78	44.89	0.00	1,410.68	141.07%	410.68	
Legal Services	65,000.00	0.00	0.00	9,739.50	0.00	1,429.50	18,513.50	6,701.00	5,972.86	2,288.00	44,644.36	68.68%	(20,355.64)	
Newsletter/Website	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
Assessing Services	46,000.00	0.00	2,000.00	3,000.00	2,000.00	3,487.00	6,582.64	2,000.00	2,000.00	2,000.00	22,069.64	47.98%	(23,930.36)	
Contract Services	0.00	0.00	2,724.14	2,243.63	2,361.81	2,356.00	2,718.04	2,356.00	3,139.50	0.00	17,899.12	0.00%	17,899.12	Front desk support
Postage	6,500.00	0.00	0.00	500.00	500.00	700.00	0.00	0.00	750.00	0.00	2,450.00	37.69%	(4,050.00)	
Mileage	3,000.00	0.00	29.97	176.27	134.41	44.55	209.23	0.00	261.80	0.00	856.23	28.54%	(2,143.77)	
Legal Publishing	0.00	0.00	0.00	0.00	0.00	0.00	165.90	0.00	468.00	45.88	679.78	0.00%	679.78	
Insurance	39,500.00	380.00	500.00	(78.53)	0.00	0.00	33,966.75	0.00	0.00	0.00	34,768.22	88.02%	(4,731.78)	
Cable Operation Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
Miscellaneous	6,000.00	40.00	458.17	542.99	184.56	97.23	429.05	5,106.64	813.00	82.95	7,754.59	129.24%	1,754.59	
Dues & Subscriptions	3,500.00	0.00	0.00	58.50	117.78	141.00	0.00	125.00	120.00	0.00	562.28	16.07%	(2,937.72)	
Books	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
Conferences & Training	3,500.00	0.00	0.00	66.21	489.72	220.00	4,699.66	425.74	1,640.00	24.00	7,565.33	216.15%	4,065.33	Thone Education reimb not included in 2012 budget
Staff Development	1,000.00	0.00	0.00	0.00	0.00	470.00	0.00	0.00	0.00	0.00	470.00	47.00%	(530.00)	
Total Administration	**470,410.00**	**17,685.60**	**24,946.67**	**34,894.34**	**22,623.14**	**44,039.51**	**89,850.72**	**39,463.25**	**39,511.21**	**33,621.39**	**346,635.83**	**73.69%**	**(123,774.17)**	
1410 - Elections														
PT Salaries	10,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	(10,000.00)	Will hit in Sept
Contract Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,075.00	5,075.00	0.00%	5,075.00	
Office Supplies	250.00	0.00	0.00	0.00	0.00	0.00	0.00	132.66	270.33	115.78	518.77	207.51%	268.77	
Printed Forms	350.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	(350.00)	
Miscellaneous	1,350.00	0.00	1,014.93	281.82	0.00	0.00	0.00	0.00	602.55	0.00	1,899.30	140.69%	549.30	
Total Elections	**11,950.00**	**0.00**	**1,014.93**	**281.82**	**0.00**	**0.00**	**0.00**	**132.66**	**872.88**	**5,190.78**	**7,493.07**	**62.70%**	**(4,456.93)**	
1450 - Communications														
FT Salaries	11,117.00	229.37	654.71	614.62	832.86	697.02	643.57	855.12	362.98	1,384.00	6,274.25	56.44%	(4,842.75)	
PERA Contributions	806.00	16.64	47.48	44.56	60.39	50.54	46.65	62.00	26.31	100.34	454.91	56.44%	(351.09)	
FICA Contributions	689.00	14.21	40.60	38.10	51.64	43.21	39.90	53.02	22.50	83.35	386.53	56.10%	(302.47)	
Medicare Contributions	161.00	3.33	9.49	8.90	12.08	10.11	9.33	12.40	5.27	19.49	90.40	56.15%	(70.60)	
Health/Dental Insurance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
Workers Compensation	503.00	56.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	56.00	11.13%	(447.00)	
Newsletter	5,400.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,145.52	0.00	2,145.52	39.73%	(3,254.48)	
Info Technology/Web	31,500.00	1,652.08	6,298.69	2,157.71	1,652.08	4,652.08	1,986.68	1,652.08	1,652.08	1,652.08	23,355.56	74.14%	(8,144.44)	May includes Website redesign of $3k
Public Notices	2,500.00	0.00	20.50	0.00	534.85	234.94	0.00	200.00	0.00	0.00	990.29	39.61%	(2,509.71)	
Cable Operations	4,000.00	137.50	272.25	348.00	233.75	303.00	220.00	316.25	200.75	236.07	2,267.57	56.69%	(1,732.43)	
Repair/Maint Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
Total Communications	**57,676.00**	**2,109.13**	**7,343.72**	**3,211.89**	**3,377.65**	**5,990.90**	**2,946.13**	**3,150.87**	**4,415.41**	**3,475.33**	**36,021.03**	**62.45%**	**(21,654.97)**	

1520 - Finance														
FT Salaries	34,674.00	0.00	0.00	0.00	5,384.00	5,384.00	2,692.00	2,692.00	2,692.00	2,692.00	21,536.00	62.11%	(13,138.00)	
PERA Contributions	2,514.00	0.00	0.00	0.00	195.17	390.33	195.18	195.18	195.18	195.18	1,366.22	54.34%	(1,147.78)	
FICA Contributions	2,150.00	0.00	0.00	0.00	312.52	312.52	156.26	156.26	156.26	156.26	1,250.08	58.14%	(899.92)	
Medicare Contributions	503.00	0.00	0.00	0.00	73.08	73.08	36.54	36.54	36.54	36.54	292.32	58.12%	(210.68)	
Health/Dental Insurance	3,826.00	0.00	0.00	0.00	6.50	1,512.50	753.00	642.81	642.81	642.81	4,200.43	0.00%	374.43	Apr/May pd in May
Unemployment Benefits	0.00	0.00	0.00	0.00	3,582.00	0.00	0.00	7,761.00	0.00	0.00	11,343.00	0.00%	11,343.00	Prior Finance Director
Workers Compensation	250.00	176.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	176.00	70.40%	(74.00)	
Office Supplies	500.00	0.00	0.00	0.00	0.00	0.00	132.29	0.00	0.00	203.05	335.34	67.07%	(164.66)	
Printed Forms	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	(500.00)	
Audit Services	30,000.00	0.00	4,000.00	35.00	0.00	0.00	0.00	16,000.00	6,775.00	0.00	26,810.00	89.37%	(3,190.00)	
Contract Services	30,000.00	0.00	16,126.50	12,610.50	18,290.00	7,552.50	3,287.00	500.00	740.62	681.25	59,788.37	199.29%	29,788.37	Audit and AP/PR support
Software Programs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
Mileage	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	(100.00)	
Miscellaneous	2,500.00	10.00	1,563.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,573.00	62.92%	(927.00)	
Dues & Subscriptions	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	(100.00)	
Conferences & Training	300.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	(300.00)	
Total Finance	**107,917.00**	**186.00**	**21,689.50**	**12,645.50**	**27,843.27**	**15,224.93**	**7,252.27**	**27,983.79**	**11,238.41**	**4,607.09**	**128,670.76**	**119.23%**	**20,753.76**	
1910 - Planning & Zoning														
FT Salaries	104,109.00	4,308.90	5,773.95	5,965.20	5,878.95	8,179.05	8,046.00	9,565.14	8,046.00	8,046.00	63,809.19	61.29%	(40,299.81)	
PERA Contributions	7,548.00	249.33	332.44	332.44	332.44	498.66	583.34	583.34	583.34	583.34	4,078.67	54.04%	(3,469.33)	
FICA Contributions	6,455.00	256.23	343.42	355.29	349.93	485.26	474.42	474.42	474.42	474.42	3,687.81	57.13%	(2,767.19)	
Medicare Contributions	1,510.00	59.92	80.32	83.08	81.83	113.49	110.95	110.94	110.95	110.95	862.43	57.11%	(647.57)	
Health/Dental Insurance	22,566.00	2,675.70	793.61	(440.89)	793.61	793.61	793.61	793.61	793.61	793.61	7,790.08	34.52%	(14,775.92)	
Workers Compensation	749.00	530.00	0.00	0.00	0.00	0.00	0.00	(104.36)	0.00	0.00	425.64	56.83%	(323.36)	Refund check rec'd for 2013 Work Comp audit
Office Supplies	750.00	0.00	0.00	0.00	43.37	0.00	0.00	0.00	0.00	0.00	43.37	5.78%	(706.63)	
Printed Forms	10,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	46.00	0.00	46.00	0.46%	(9,954.00)	
Engineering Services	12,000.00	0.00	1,613.50	1,867.50	1,483.64	0.00	3,255.36	1,439.50	1,654.00	81.25	11,394.75	94.96%	(605.25)	
Contract Services	3,000.00	0.00	1,698.66	2,278.26	0.00	3,709.65	3,462.33	1,370.34	2,084.20	0.00	14,603.44	486.78%	11,603.44	
Mileage	400.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	(400.00)	
Miscellaneous	400.00	0.00	0.00	350.00	0.00	2.96	0.00	27.00	0.00	0.00	379.96	94.99%	(20.04)	
Dues & Subscriptions	750.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	(750.00)	
Books	300.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32.95	0.00	32.95	10.98%	(267.05)	
Conferences & Training	1,500.00	0.00	255.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	255.00	0.00%	(1,245.00)	
Total Planning & Zoning	**172,037.00**	**8,080.08**	**10,890.90**	**10,790.88**	**8,963.77**	**13,782.68**	**16,726.01**	**14,259.93**	**13,825.47**	**10,089.57**	**107,409.29**	**62.43%**	**(64,627.71)**	
1930 - Engineering Services														
Engineering Services	70,000.00	0.00	6,845.06	7,203.11	7,982.26	0.00	9,074.52	6,567.06	4,577.60	0.00	42,249.61	60.36%	(27,750.39)	May invoice not turned in until June
Total Planning & Zoning	**70,000.00**	**0.00**	**6,845.06**	**7,203.11**	**7,982.26**	**0.00**	**9,074.52**	**6,567.06**	**4,577.60**	**0.00**	**42,249.61**	**60.36%**	**(109,821.91)**	
1940 - City Hall														
Cleaning Supplies	600.00	0.00	0.00	10.13	71.06	0.00	0.00	0.00	0.00	62.49	143.68	23.95%	(456.32)	
Building Repair Supplies	800.00	0.00	0.00	237.44	0.00	0.00	0.00	0.00	0.00	0.00	237.44	29.68%	(562.56)	
Telephone	8,600.00	564.75	627.14	824.06	637.90	655.56	85.26	1,234.29	642.00	650.96	5,941.92	69.09%	(2,658.08)	
Electric Utility	11,500.00	0.00	1,339.55	1,166.06	771.09	745.84	626.98	977.77	1,116.83	907.66	7,651.78	66.54%	(3,848.22)	
Refuse	1,300.00	108.32	108.32	108.32	108.32	108.32	108.32	191.04	108.65	0.00	949.61	73.05%	(350.39)	
Repair/Maint Contractual Bldg	11,000.00	321.38	740.94	574.87	938.08	697.75	1,004.91	935.96	1,225.28	160.00	6,599.17	59.99%	(4,400.83)	
Repair/Maint Contractual Equip	5,000.00	213.46	293.26	172.67	251.14	0.00	521.54	371.21	638.67	0.00	2,461.95	49.24%	(2,538.05)	
Miscellaneous	1,000.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	150.00	0.00%	(850.00)	
Total Planning & Zoning	**39,800.00**	**1,207.91**	**3,109.21**	**3,093.55**	**2,797.59**	**2,207.47**	**2,347.01**	**3,860.27**	**3,731.43**	**1,781.11**	**24,135.55**	**60.64%**	**(15,664.45)**	
Total General Government	**965,182.00**	**32,695.72**	**75,839.99**	**72,121.09**	**73,587.68**	**82,165.76**	**137,842.79**	**95,708.93**	**78,172.41**	**58,765.27**	**786,899.64**	**73.24%**	**(340,383.87)**	
DEPT 420 - PUBLIC SAFETY														
2100 - Police														
Law Enforcement Contract	493,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	244,733.20	0.00	244,733.20	0.00%	(248,266.80)	
Total Planning & Zoning	**493,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**244,733.20**	**0.00**	**244,733.20**	**49.64%**	**(248,266.80)**	
2150 - Prosecution														
Attorney Criminal	51,000.00	0.00	0.00	8,565.00	0.00	4,310.00	8,677.00	4,250.00	4,250.00	4,250.00	34,302.00	0.00%	(16,698.00)	
Total Planning & Zoning	**51,000.00**	**0.00**	**0.00**	**8,565.00**	**0.00**	**4,310.00**	**8,677.00**	**4,250.00**	**4,250.00**	**4,250.00**	**34,302.00**	**67.26%**	**(16,698.00)**	

2220 - Fire														
FT Salaries	64,684.00	4,011.66	5,453.07	5,440.63	5,427.69	8,171.08	5,450.35	5,427.68	5,430.92	5,435.56	50,248.64	77.68%	(14,435.36)	
PT Salaries	112,500.00	783.00	7,799.98	8,318.82	7,692.17	7,274.42	9,038.19	9,726.74	9,086.98	9,721.54	69,441.84	61.73%	(43,058.16)	
PERA Contributions	10,016.00	672.80	915.37	906.66	913.50	1,372.40	915.14	913.51	913.75	914.08	8,437.21	84.24%	(1,578.79)	
FICA Contributions	7,344.00	14.30	437.58	472.36	429.31	381.49	514.19	555.46	515.99	555.63	3,876.31	52.78%	(3,467.69)	
Medicare Contributions	2,592.00	65.23	186.47	193.83	184.57	215.43	204.40	214.07	204.84	214.09	1,682.93	64.93%	(909.07)	
Health/Dental Insurance	14,322.00	2,074.36	1,142.97	1,142.97	1,142.97	1,142.97	1,142.97	1,142.97	1,142.97	1,142.97	11,218.12	0.00%	(3,103.88)	
Unemployment Benefits	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
Workers Compensation	15,492.00	10,130.00	0.00	0.00	0.00	0.00	0.00	(1,994.64)	0.00	0.00	8,135.36	52.51%	(7,356.64)	Refund check rec'd for 2011 Work Comp audit
Office Supplies	1,000.00	0.00	0.00	0.00	0.00	0.00	94.27	34.28	0.00	83.66	212.21	21.22%	(787.79)	
Printed Forms	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
EMS Supplies	1,200.00	0.00	0.00	155.50	0.00	0.00	0.00	0.00	58.00	2,898.15	3,111.65	259.30%	1,911.65	
Fire Prevention	3,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	963.98	963.98	32.13%	(2,036.02)	
Fuel, Oil & Fluids	10,800.00	0.00	746.59	788.14	1,052.43	764.32	1,499.75	1,108.62	1,354.19	1,389.48	8,703.52	0.00%	(2,096.48)	
Small Tools & Equip	9,500.00	74.43	18.44	1,712.17	841.94	276.90	2,785.16	0.00	1,930.17	7,478.10	15,117.31	159.13%	5,617.31	
Physicals	9,250.00	0.00	0.00	324.95	563.70	0.00	554.70	680.27	2,981.45	0.00	5,105.07	55.19%	(4,144.93)	
Telephone	5,000.00	0.00	410.67	247.44	79.71	242.62	239.73	548.35	463.40	272.74	2,504.66	50.09%	(2,495.34)	
Radio	18,500.00	0.00	0.00	0.00	3,914.76	147.25	0.00	3,846.08	67.33	2,291.71	10,267.13	55.50%	(8,232.87)	
Mileage	600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	(600.00)	
Vehicle Insurance	14,000.00	0.00	0.00	0.00	0.00	0.00	6,256.90	0.00	0.00	0.00	6,256.90	44.69%	(7,743.10)	
Electric Utility	12,500.00	0.00	1,130.77	1,377.74	901.91	322.15	441.09	600.97	833.91	668.75	6,277.29	50.22%	(6,222.71)	
Refuse	1,000.00	47.68	47.68	47.68	47.68	47.68	47.68	47.68	47.68	0.00	381.44	38.14%	(618.56)	
Repair/Maint Bldg	11,000.00	49.98	632.61	578.39	244.53	446.46	639.24	446.27	773.34	556.08	4,366.90	39.70%	(6,633.10)	
Repair/Maint Equip	25,000.00	0.00	1,929.57	1,887.73	2,239.35	2,059.50	748.12	754.85	19,329.21	95.45	29,043.88	116.18%	4,043.88	
Uniforms	8,200.00	0.00	1,680.50	731.70	323.99	112.23	0.00	0.00	0.00	0.00	2,848.42	34.74%	(5,351.58)	
Miscellaneous	1,500.00	7.90	96.08	147.33	47.70	7.90	367.46	0.00	118.80	39.74	832.91	55.53%	(667.09)	
Dues & Subscriptions	3,300.00	316.00	1,314.00	404.11	0.00	0.00	85.00	55.66	0.00	0.00	2,174.77	65.90%	(1,125.23)	
Books	1,000.00	0.00	0.00	0.00	0.00	0.00	0.00	282.00	0.00	0.00	282.00	28.20%	(718.00)	
Conferences & Training	25,000.00	0.00	1,744.00	2,434.00	497.52	28.71	1,446.00	(2,138.85)	414.91	2,009.20	6,435.49	25.74%	(18,564.51)	City reimb for FF required training
Total Fire	**388,300.00**	**18,247.34**	**25,686.45**	**27,312.15**	**26,545.43**	**23,013.51**	**32,470.34**	**22,251.97**	**45,667.84**	**36,730.91**	**257,925.94**	**66.42%**	**(130,374.06)**	
2250 - Fire Relief														
Fire State Aid	40,000.00	0.00	0.00	0.00	0.00	0.00	2,632.00	0.00	0.00	0.00	25.00 2,632.00	6.58%	(37,368.00)	
Total Fire Relief	**40,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**2,632.00**	**0.00**	**0.00**	**0.00**	**2,632.00**	**6.58%**	**(37,368.00)**	
2400 - Building Inspection														
FT Salaries	60,818.00	3,463.62	4,506.48	4,541.38	4,534.41	6,878.39	4,639.09	4,506.48	4,506.48	9,567.88	47,144.21	77.52%	(13,673.79)	
PERA Contributions	4,499.00	251.11	326.71	329.25	328.74	498.66	336.33	164.78	110.80	194.44	2,540.82	57.63%	(1,868.18)	
FICA Contributions	3,771.00	208.51	271.10	273.24	272.84	414.02	279.33	274.54	274.54	579.88	2,848.00	75.52%	(923.00)	
Medicare Contributions	882.00	48.77	63.40	63.91	63.82	96.82	65.33	64.21	64.21	135.61	666.08	75.52%	(215.92)	
Health/Dental Insurance	8,585.00	1,273.78	687.10	687.10	687.10	687.10	687.10	687.10	687.10	687.10	6,770.58	0.00%	(1,814.42)	
Unemployment Benefits	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
Workers Compensation	2,186.00	2,213.00	0.00	0.00	0.00	0.00	0.00	(435.75)	0.00	0.00	1,777.25	81.30%	(408.75)	Refund check rec'd for 2011 Work Comp audit
Office Supplies	300.00	0.00	0.00	0.00	0.00	0.00	0.00	31.50	0.00	100.77	132.27	44.09%	(167.73)	
Printed Forms	200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	(200.00)	
Engineering	10,000.00	0.00	630.00	1,092.50	607.50	0.00	1,393.50	1,507.50	1,012.50	0.00	6,243.50	62.44%	(3,756.50)	
Surcharge Pmts	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
Inspector Contract Services	1,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,444.50	0.00	4,444.50	444.45%	3,444.50	
Plan Review Charges	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,703.06	0.00	7,703.06	#DIV/0!	7,703.06	
Telephone	400.00	0.00	17.62	17.83	17.78	17.93	17.77	17.77	17.55	17.55	141.80	35.45%	(258.20)	
Mileage	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	651.02	0.00	651.02	651.02%	551.02	
Insurance	800.00	0.00	0.00	0.00	0.00	0.00	255.00	0.00	0.00	0.00	255.00	31.88%	(545.00)	
Repairs/Maint Equip	750.00	0.00	0.00	0.00	0.00	0.00	0.00	571.76	0.00	0.00	571.76	76.23%	(178.24)	
Miscellaneous	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	(500.00)	
Dues & Subscriptions	200.00	0.00	0.00	90.00	0.00	0.00	0.00	0.00	0.00	0.00	90.00	45.00%	(110.00)	
Books	140.00	0.00	58.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	58.28	41.63%	(81.72)	
Conferences & Training	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	(500.00)	
Total Building Inspections	**95,541.00**	**7,458.79**	**6,560.69**	**7,095.21**	**6,512.19**	**8,592.92**	**7,673.45**	**7,389.89**	**19,471.76**	**11,283.23**	**82,038.13**	**85.87%**	**(13,502.87)**	
2500 - Emergency Communications														
Contract Services	6,000.00	634.22	0.00	0.00	0.00	5,560.00	0.00	0.00	0.00	0.00	6,194.22	103.24%	194.22	
Total Emergency Communicatio	**6,000.00**	**634.22**	**0.00**	**0.00**	**0.00**	**5,560.00**	**0.00**	**0.00**	**0.00**	**0.00**	**6,194.22**	**103.24%**	**194.22**	
2700 - Animal Control														
Printed Forms	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	(100.00)	
Contract Services	7,500.00	0.00	0.00	0.00	0.00	811.11	0.00	0.00	260.83	0.00	1,071.94	14.29%	(6,428.06)	
Miscellaneous	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	(100.00)	
Total Animal Control	**7,700.00**	**0.00**	**0.00**	**0.00**	**0.00**	**811.11**	**0.00**	**0.00**	**260.83**	**0.00**	**1,071.94**	**13.92%**	**(6,628.06)**	
Total Public Safety	**1,081,541.00**	**26,340.35**	**32,247.14**	**42,972.36**	**33,057.62**	**42,287.54**	**51,452.79**	**33,891.86**	**314,383.63**	**52,264.14**	**628,897.43**	**58.15%**	**(452,643.57)**	

DEPT 430 - PUBLIC WORKS

3100 - Public Works														
FT Salaries	127,257.00	7,352.98	10,005.83	9,669.19	9,617.31	14,796.05	10,096.98	9,617.32	9,630.30	10,036.74	90,822.70	71.37%	(36,434.30)	
PT Salaries	12,573.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	(12,573.00)	
PERA Contributions	10,138.00	533.13	725.42	701.05	697.27	1,072.75	732.05	697.23	698.20	727.71	6,584.81	64.95%	(3,553.19)	
FICA Contributions	8,670.00	425.88	581.97	561.07	557.86	858.57	587.66	557.88	558.70	583.86	5,273.45	60.82%	(3,396.55)	
Medicare Contributions	2,027.00	99.59	136.12	131.23	130.48	200.80	137.41	130.44	130.65	136.60	1,233.32	60.84%	(793.68)	
Health/Dental Insurance	32,694.00	4,742.44	2,590.10	2,590.10	2,590.10	2,590.10	2,590.10	2,590.10	2,590.10	2,590.10	25,463.24	0.00%	(7,230.76)	
Unemployment Benefits	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
Workers Compensation	12,565.00	8,726.00	0.00	0.00	0.00	0.00	0.00	(1,718.17)	0.00	0.00	7,007.83	55.77%	(5,557.17)	Refund check rec'd for 2011 Work Comp audit
Office Supplies	500.00	0.00	213.93	53.12	0.00	0.00	0.00	0.00	776.50	0.00	1,043.55	208.71%	543.55	
Shop Materials	1,800.00	0.00	54.59	101.33	148.70	0.00	145.90	0.00	29.73	255.25	735.50	0.00%	(1,064.50)	
Equipment Parts	1,800.00	0.00	32.60	43.65	0.00	0.00	0.00	0.00	22.26	26.11	124.62	6.92%	(1,675.38)	
Building Repair Supplies	1,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	(1,000.00)	
Small Tools and Minor Equip	3,000.00	0.00	148.55	32.04	65.10	62.46	0.00	0.00	100.63	0.00	408.78	0.00%	(2,591.22)	
Engineering Services	2,000.00	0.00	45.00	202.50	517.50	0.00	1,392.00	945.00	270.00	0.00	3,372.00	168.60%	1,372.00	
Contract Services	6,000.00	0.00	115.95	30.55	105.85	242.15	269.70	252.50	172.65	0.00	1,189.35	19.82%	(4,810.65)	
Telephone	8,000.00	496.22	862.30	684.42	531.50	677.05	233.71	1,501.00	945.17	752.66	6,684.03	83.55%	(1,315.97)	
Radio	300.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,384.93	198.93	6,583.86	2194.62%	6,283.86	To be reimb by WA Cty
Mileage	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	(100.00)	
Insurance	14,500.00	0.00	0.00	0.00	0.00	0.00	20,276.35	0.00	0.00	0.00	20,276.35	139.84%	5,776.35	
Electric Utility	21,000.00	0.00	2,724.69	2,032.63	2,481.96	761.72	518.27	438.70	480.27	556.26	9,994.50	47.59%	(11,005.50)	
Refuse	2,000.00	207.82	207.82	207.82	207.82	207.82	207.82	207.82	207.82	0.00	1,662.56	83.13%	(337.44)	
Repair/Maint Bldg	3,000.00	0.00	469.01	160.69	160.69	350.00	321.38	0.00	337.77	360.69	2,160.23	72.01%	(839.77)	
Repair/Maint NOT Bldg	500.00	0.00	0.00	0.00	0.00	0.00	18,014.14	89.78	53.88	0.00	18,157.80	3631.56%	17,657.80	July included Landscaping Proj to be reimb by Cty
Repair/Maint Equip	4,500.00	0.00	0.00	0.00	58.65	0.00	0.00	0.00	324.23	17.31	400.19	8.89%	(4,099.81)	
Uniforms	1,675.00	22.86	156.72	87.92	65.01	171.37	314.09	95.12	193.93	95.31	1,202.33	71.78%	(472.67)	
Miscellaneous	1,000.00	303.25	51.16	(139.79)	0.00	0.00	0.00	176.19	32.24	0.00	423.05	42.31%	(576.95)	
Dues & Subscriptions	150.00	0.00	60.00	0.00	0.00	0.00	0.00	0.00	25.00	0.00	85.00	56.67%	(65.00)	
Conferences & Training	1,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	(1,000.00)	
Clean up Days	7,500.00	0.00	0.00	0.00	0.00	0.00	0.00	5,436.40	0.00	0.00	5,436.40	72.49%	(2,063.60)	
Total Public Works	**287,249.00**	**22,910.17**	**19,181.76**	**17,149.52**	**17,935.80**	**21,990.84**	**55,837.56**	**21,017.31**	**23,964.96**	**16,337.53**	**216,325.45**	**75.31%**	**(70,923.55)**	
3120 - Streets														
Fuel, Oil & Fluids	28,000.00	0.00	1,822.43	91.22	5,206.41	1,732.50	0.00	1,788.11	4,399.10	0.00	15,039.77	53.71%	(12,960.23)	
Equipment Parts	7,500.00	17.53	196.02	0.00	220.50	411.21	0.00	34.01	225.88	4.49	1,109.64	14.80%	(6,390.36)	
Street Maintenance Materials	12,000.00	152.40	13.86	0.00	577.02	1,232.39	1,096.61	433.01	212.89	1,676.69	5,394.87	44.96%	(6,605.13)	
Sign Repair Materials	7,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	(7,000.00)	
Contract Services	13,500.00	0.00	0.00	0.00	315.00	0.00	822.36	135.00	180.00	916.26	2,368.62	17.55%	(11,131.38)	
Repairs/Maint Equipment	8,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	572.30	0.00	572.30	7.15%	(7,427.70)	
Total Streets	**72,000.00**	**169.93**	**2,032.31**	**91.22**	**6,318.93**	**3,376.10**	**1,918.97**	**2,390.13**	**5,590.17**	**2,597.44**	**24,485.20**	**34.01%**	**(47,514.80)**	
3125 - Ice & Snow Removal														
Landscaping Material	1,000.00	0.00	0.00	0.00	7.45	38.48	0.00	0.00	0.00	64.13	110.06	11.01%	(889.94)	
Sand/Salt	70,000.00	0.00	20,257.28	0.00	0.00	16,483.29	0.00	0.00	0.00	0.00	36,740.57	52.49%	(33,259.43)	
Contract Services	7,500.00	0.00	0.00	0.00	0.00	0.00	0.00	4,432.50	0.00	0.00	4,432.50	59.10%	(3,067.50)	
Repairs/Maint Equipment	2,500.00	0.00	870.43	991.04	431.00	0.00	121.09	401.56	0.00	36.63	2,851.75	114.07%	351.75	
Total Streets	**81,000.00**	**0.00**	**21,127.71**	**991.04**	**438.45**	**16,521.77**	**121.09**	**4,834.06**	**0.00**	**100.76**	**44,134.88**	**54.49%**	**(36,865.12)**	
3160 - Street Lighting														
Street Lighting	24,500.00	0.00	2,085.44	2,200.38	2,175.77	2,044.43	2,017.26	2,067.02	2,082.48	2,138.88	16,811.66	68.62%	(7,688.34)	
Total Street Lighting	**24,500.00**	**0.00**	**2,085.44**	**2,200.38**	**2,175.77**	**2,044.43**	**2,017.26**	**2,067.02**	**2,082.48**	**2,138.88**	**16,811.66**	**68.62%**	**(7,688.34)**	
3200 - Recycling														
Recycling Supplies	3,500.00	0.00	0.00	261.10	0.00	2,146.42	0.00	0.00	0.00	0.00	2,407.52	68.79%	(1,092.48)	
Newsletter	3,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	(3,000.00)	
Miscellaneous	6,500.00	0.00	0.00	0.00	2,500.00	0.00	368.72	7,500.00	0.00	0.00	10,368.72	159.52%	3,868.72	Include pmt for 2011 svcs of $2,500
Total Recycling	**13,000.00**	**0.00**	**0.00**	**261.10**	**2,500.00**	**2,146.42**	**368.72**	**7,500.00**	**0.00**	**0.00**	**12,776.24**	**98.28%**	**(223.76)**	
3250 - Tree Program														
Contract Services	5,000.00	0.00	0.00	512.50	487.50	525.00	1,550.00	0.00	89.78	960.75	4,125.53	82.51%	(874.47)	
Total Tree Program	**5,000.00**	**0.00**	**0.00**	**512.50**	**487.50**	**525.00**	**1,550.00**	**0.00**	**89.78**	**960.75**	**4,125.53**	**82.51%**	**(874.47)**	
Total Public Works	**483,749.00**	**23,080.10**	**44,427.22**	**21,205.76**	**29,856.45**	**46,604.56**	**61,813.60**	**37,808.52**	**31,727.39**	**22,135.36**	**318,658.96**	**66.01%**	**(164,090.04)**	

DEPT 450 - CULTURE, RECREATION

5200 - Parks & Recreation														
FT Salaries	78,164.00	3,677.67	5,651.68	5,517.78	5,915.41	7,868.29	5,691.31	5,959.93	4,985.36	4,352.53	49,619.96	63.48%	(28,544.04)	
PT Salaries	30,551.00	961.04	750.08	0.00	679.76	3,305.08	4,398.67	3,475.02	3,947.21	2,862.28	20,379.14	66.71%	(10,171.86)	
PERA Contributions	7,882.00	336.28	464.12	400.20	478.13	767.53	545.61	531.54	483.30	428.57	4,435.28	56.27%	(3,446.72)	
FICA Contributions	6,740.00	275.77	381.77	327.00	393.78	670.00	610.45	569.89	538.71	432.24	4,199.61	62.31%	(2,540.39)	
Medicare Contributions	1,576.00	64.50	89.26	76.43	92.06	156.70	142.78	133.29	126.00	101.10	982.14	62.32%	(593.86)	
Health/Dental Insurance	12,668.00	1,803.38	970.97	970.97	970.97	970.97	970.97	970.97	970.97	970.97	9,571.14	0.00%	(3,096.86)	
Unemployment Benefits	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
Workers Compensation	7,522.00	3,138.00	0.00	0.00	0.00	0.00	0.00	(617.88)	0.00	0.00	2,520.12	33.50%	(5,001.88)	Refund check rec'd for 2011 Work Comp audit
Shop Materials	600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24.97	62.49	87.46	14.58%	(512.54)	
Chemicals	800.00	0.00	0.00	0.00	43.61	100.39	0.00	4.02	0.00	0.00	148.02	0.00%	(651.98)	
Equipment Parts	2,500.00	60.12	0.00	0.00	155.16	539.14	346.54	721.37	171.32	259.12	2,252.77	90.11%	(247.23)	
Building Repair Supplies	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	(500.00)	
Landscaping Materials	3,000.00	0.00	0.00	0.00	0.00	144.35	0.00	0.00	2,308.47	398.75	2,851.57	95.05%	(148.43)	
Small Tools and Minor Equip	1,000.00	0.00	0.00	0.00	43.98	24.76	63.93	0.00	491.70	0.00	624.37	0.00%	(375.63)	
Telephone	550.00	0.00	115.90	103.38	88.69	89.08	88.60	102.38	88.63	88.36	765.02	139.09%	215.02	
Mileage	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	(100.00)	
Insurance	5,000.00	0.00	0.00	0.00	0.00	0.00	3,364.00	0.00	0.00	0.00	3,364.00	67.28%	(1,636.00)	
Electric Utility	9,500.00	0.00	960.11	869.66	440.74	654.90	578.12	793.88	741.18	888.80	5,927.39	62.39%	(3,572.61)	
Refuse	2,500.00	207.82	207.82	207.82	207.82	207.82	207.82	207.82	246.45	0.00	1,701.19	68.05%	(798.81)	
Repair/Maint Bldg	700.00	0.00	9.60	16.01	0.00	0.00	102.09	0.00	188.18	0.00	315.88	45.13%	(384.12)	
Repair/Maint NOT Bldg	4,000.00	0.00	0.00	0.00	26.11	524.43	1,216.15	471.34	652.31	365.38	3,255.72	81.39%	(744.28)	
Repair/Maint Equip	2,000.00	0.00	0.00	0.00	0.00	0.00	22.98	0.00	0.00	0.00	22.98	1.15%	(1,977.02)	
Rental Buildings	4,500.00	0.00	122.58	61.29	61.29	885.33	0.00	1,341.40	694.18	674.18	3,840.25	85.34%	(659.75)	
Miscellaneous	750.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	68.52	68.52	9.14%	(681.48)	
Total Parks & Recreation	**183,103.00**	**10,524.58**	**9,723.89**	**8,550.56**	**9,597.51**	**16,908.77**	**18,350.02**	**14,664.97**	**16,658.94**	**11,953.29**	**116,932.53**	**63.86%**	**(66,170.47)**	
DEPT 460 - COMP ADJ	**13,411.00**	0.00	0	0	0	0	0	0	0	0	0.00	0.00%	(13,411.00)	
DEPT 493 - OTH FINANCING	**175,000.00**	0.00	0	0	0	0	0	0	0	0	0.00	0.00%	(175,000.00)	
GRAND TOTAL ALL DEPTS	**2,900,986.00**	**92,640.75**	**162,238.24**	**144,849.77**	**146,099.26**	**187,966.63**	**269,459.20**	**182,074.28**	**440,942.37**	**145,118.06**	**1,771,388.56**	**61.06%**	**(1,211,668.95)**	

THE CITY OF LAKE ELMO

MAYOR AND COUNCIL COMMUNICATION

DATE: 10/16/2012
CONSENT
ITEM #: 3
MOTION Consent Agenda

AGENDA ITEM: Year to Date Permit Report

SUBMITTED BY: Rick Chase, Building Official

THROUGH: Rick Chase, Building Official

REVIEWED BY: Cathy Bendel, Finance Director

SUMMARY AND ACTION REQUESTED: As part of its Consent Agenda, the City Council is asked to accept the monthly permit report. No specific motion is needed, as this is recommended to be part of the overall approval of the *Consent Agenda*.

STAFF REPORT: Below are some key statistics for Jan 1-September 30:

	2012	2011
Total building permits:	238	290
(Ice and water damage repair)		(72)
New homes	24*	17
Total valuation	$10,836,112	$7,640,800
Avg home value	$451,504	$449,459

*Please note that in 2012 there was one house valued at $1,2 million. Without that house, the average home value in 2012 was $418,961 which portrays a more accurate comparative.

THE CITY OF LAKE ELMO

MAYOR AND COUNCIL COMMUNICATION

DATE: 10/16/2012
CONSENT
ITEM #: 4
MOTION Consent Agenda

AGENDA ITEM: Approve Disbursements in the Amount of $589,321.72

SUBMITTED BY: Cathy Bendel, Finance Director

REVIEWED BY: Dean Zuleger, City Administrator

SUMMARY AND ACTION REQUESTED: As part of its Consent Agenda, the City Council is asked to approve disbursements in the amount of $589,321.72. No specific motion is needed, as this is recommended to be part of the overall approval of the *Consent Agenda.*

BACKGROUND INFORMATION: The City of Lake Elmo has fiduciary authority and responsibility to conduct normal business operation. Below is a summary of current claims to be disbursed and paid in accordance with State law and City policies and procedures.

Claim #	Amount	Description
ACH	$ 9,444.97	Payroll Taxes to IRS & MN Revenue 10/4/2012
ACH	$ 5,086.85	Payroll Retirement to PERA 10/4/12
DD4218 – DD4256	$ 30,317.28	Payroll Dated 10/4/12 (Direct Deposit)
39024	$ 1,603.67	Payroll Dated 10/4/2012 (Payroll Paper Checks)
39025-39028	$ 6,479.61	Accounts Payable Manual 10/4/12
39029-39071	$ 536,149.34	Accounts Payable Dated 10/16/12
1593-1596	$ 240.00	Accounts Payable 10/16/12 (Library Checks)
TOTAL	**$589,321.72**	

STAFF REPORT: City staff has complied and reviewed the attached set of claims. All appears to be in order and consistent with City budgetary and fiscal policies and Council direction.

RECOMMENDATION: It is recommended that the City Council approve as part of the Consent Agenda proposed disbursements in the amount of $589,321.72.

Alternatively, the City Council does have the authority to remove this item from the Consent Agenda or a particular claim from this item and further discuss and deliberate prior to taking action. If done so, the appropriate action of the Council following such discussion would be:

"Move to approve the October 16, 2012, Disbursements as

Presented *[and modified]* herein."

ATTACHMENTS:

1. Accounts Payable Dated 10/16/2012

SUGGESTED ORDER OF BUSINESS *(if removed from the Consent Agenda)*:

- Questions from Council to Staff ..... Mayor Facilitates
- Call for Motion ..... Mayor & City Council
- Discussion ..... Mayor & City Council
- Action on Motion ..... Mayor Facilitates

Accounts Payable
To Be Paid Proof List

User: joan z
Printed: 10/02/2012 - 2:59 PM
Batch: 002-10-2012

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close	POLine #
FOCUS Focus Engineering, Inc.											
333	09/03/2012	1,221.50	0.00	10/04/2012	2011 Street & Water Quality Improvements		-			No	0000
418-480-8000-43030	Engineering Services										
	333 Total:	1,221.50									
	FOCUS Total:	1,221.50									
STANTEC Stantec Consulting Services											
06/26/2012	06/26/2012	4,825.93	0.00	10/04/2012	2012 Street & Water Quality Improvements		-			No	0000
419-480-8000-43030	Engineering Services										
	06/26/2012 Total:	4,825.93									
	STANTEC Total:	4,825.93									
	Report Total:	6,047.43									

Accounts Payable
To Be Paid Proof List

User: joan z
Printed: 10/04/2012 - 2:50 PM
Batch: 003-10-2012

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close	POLine #
CENTURYL CenturyLink											
10/04/2012	10/04/2012	120.23	0.00	10/04/2012	Phone Service - Library		-			No	0000
206-450-5300-43210	Telephone										
10/04/2012	10/04/2012	35.95	0.00	10/04/2012	Internet Service - Library		-			No	0000
206-450-5300-43250	Internet										
	10/04/2012 Total:	156.18									
	CENTURYL Total:	156.18									
WASH-REC Washington County											
1901	06/26/2012	276.00	0.00	10/04/2012	Rain Gardens Agreements		-			No	0000
603-496-9500-44300	Miscellaneous Expenses										
	1901 Total:	276.00									
	WASH-REC Total:	276.00									
	Report Total:	432.18									

Accounts Payable
To Be Paid Proof List

User: joan z
Printed: 10/11/2012 - 8:58 AM
Batch: 005-10-2012

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close	POLine #
AIRGAS Airgas North Central											
904602320	10/01/2012	25.07	0.00	10/16/2012	O2 CO2 Tank/Maintenance lease		-			No	0000
101-430-3100-43150	Contract Services										
	904602320 Total:	25.07									
	AIRGAS Total:	25.07									
ALLIED Allied Electrical Cont., Inc.											
3307	09/24/2012	1,767.00	0.00	10/16/2012	Portabel power to Generator (LE Days)		-			No	0000
204-450-5200-42000	Office Supplies										
3307	09/24/2012	250.00	0.00	10/16/2012	50 Amp Circuit Public Works Addition		-			No	0000
101-430-3100-44300	Miscellaneous										
	3307 Total:	2,017.00									
	ALLIED Total:	2,017.00									
ANCOM ANCOM COMMUNICATIONS, INC.											
31123	08/07/2012	105.00	0.00	10/16/2012	Pager Repair		-			No	0000
101-420-2220-43230	Radio										
	31123 Total:	105.00									
	ANCOM Total:	105.00									
ARAM Aramark, Inc.											
629-7589743	09/27/2012	23.79	0.00	10/16/2012	Uniforms		-			No	0000
101-430-3100-44170	Uniforms										
	629-7589743 Total:	23.79									
629-7591519	10/10/2012	156.02	0.00	10/16/2012	Monthly rug Service Station #2		-			No	0000
101-420-2220-44010	Repairs/Maint Bldg										
	629-7591519 Total:	156.02									
629-7591521	10/10/2012	154.25	0.00	10/16/2012	Monthly rug Service Station #1		-			No	0000
101-420-2220-44010	Repairs/Maint Bldg										
	629-7591521 Total:	154.25									
629-7594494	10/04/2012	23.78	0.00	10/16/2012	Uniforms		-			No	0000
101-430-3100-44170	Uniforms										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close	POLine #
	629-7594494 Total:	23.78									
	ARAM Total:	357.84									
BATTYPL Batteries Plus Woodbury, Corp											
032-760130	10/02/2012	112.75	0.00	10/16/2012	Wood Chipper Battery		-			No	0000
101-430-3120-44040	Repairs/Maint Eqpt										
	032-760130 Total:	112.75									
	BATTYPL Total:	112.75									
CARQUEST Car Quest Auto Parts											
2055-270853	09/27/2012	383.41	0.00	10/16/2012	Equipment Air/Oil/Fuel Filters		-			No	0000
101-430-3100-42210	Equipment Parts										
	2055-270853 Total:	383.41									
	CARQUEST Total:	383.41									
COMPENSA Compensation Consultants, Ltd											
Oct 2012	09/25/2012	40.00	0.00	10/16/2012	Monthly FSA Admin fee - October 2012		-			No	0000
101-410-1320-44300	Miscellaneous										
	Oct 2012 Total:	40.00									
	COMPENSA Total:	40.00									
CTYBLOOM City of Bloomington											
Sept 2012	09/28/2012	30.00	0.00	10/16/2012	Lab Bacteria Tests		-			No	0000
601-494-9400-42270	Utility System Maintenance										
	Sept 2012 Total:	30.00									
	CTYBLOOM Total:	30.00									
CTYROSEV City of Roseville											
216527	10/02/2012	1,652.08	0.00	10/16/2012	Monthly IT Services - October 2012		-			No	0000
101-410-1450-43180	Information Technology/Web										
	216527 Total:	1,652.08									
	CTYROSEV Total:	1,652.08									
ENVENTIS ENVENTIS											
738507	10/01/2012	541.59	0.00	10/16/2012	Telephone/Data Service - CH Sept 2012		-			No	0000
101-410-1940-43210	Telephone										
	738507 Total:	541.59									
	ENVENTIS Total:	541.59									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close	POLine #
FERGUSON Ferguson Waterworks, Inc.											
S01395124.001	10/01/2012	2,376.03	0.00	10/16/2012	New Meters		-			No	0000
601-494-9400-42300	Water Meters & Supplies										
	S01395124.001 Total:	2,376.03									
	FERGUSON Total:	2,376.03									
FIORILLO Fiorillo Megan											
10/02/2012	10/10/2012	55.00	0.00	10/16/2012	10/2/12 Cable Operator		-			No	0000
101-410-1450-43620	Cable Operations										
	10/02/2012 Total:	55.00									
	FIORILLO Total:	55.00									
FOCUS Focus Engineering, Inc.											
343 & 344	10/01/2012	6,817.89	0.00	10/16/2012	General Engineering		-			No	0000
101-410-1930-43030	Engineering Services										
343 & 344	10/01/2012	45.00	0.00	10/16/2012	General Engineering		-			No	0000
101-410-1910-43030	Engineering Services										
	343 & 344 Total:	6,862.89									
345	10/01/2012	1,507.50	0.00	10/16/2012	General Engineering - VRA		-			No	0000
101-420-2400-43030	Engineering										
345	10/01/2012	3,297.64	0.00	10/16/2012	General Engineering - VRA		-			No	0000
101-410-1910-43030	Engineering Services										
345	10/01/2012	45.00	0.00	10/16/2012	General Engineering - VRA		-			No	0000
404-480-8000-43030	Engineering Services										
345	10/01/2012	2,757.50	0.00	10/16/2012	General Engineering - VRA		-			No	0000
101-430-3100-43030	Engineering Services										
345	10/01/2012	2,546.00	0.00	10/16/2012	General Engineering - VRA		-			No	0000
601-494-9400-43030	Engineering Services										
345	10/01/2012	428.50	0.00	10/16/2012	General Engineering - VRA		-			No	0000
602-495-9450-43030	Engineering Services										
345	10/01/2012	679.82	0.00	10/16/2012	General Engineering - VRA		-			No	0000
603-496-9500-43030	Engineering Services										
	345 Total:	11,261.96									
346	10/01/2012	1,144.50	0.00	10/16/2012	Street Maintenance		-			No	0000
409-480-8000-43030	Engineering Services										
346	10/01/2012	1,739.39	0.00	10/16/2012	Transportation & Traffic Systems		-			No	0000
409-480-8000-43030	Engineering Services										
346	10/01/2012	566.50	0.00	10/16/2012	2012 Seal Coat Project		-			No	0000
409-480-8000-43030	Engineering Services										
346	10/01/2012	88.50	0.00	10/16/2012	Trunk Hwy 36 Corridor Planning		-			No	0000
409-480-8000-43030	Engineering Services										
346	10/01/2012	232.00	0.00	10/16/2012	Wash Cty Demo Trail Reclamation		-			No	0000
409-480-8000-43030	Engineering Services										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close	POLine #
346	10/01/2012	319.00	0.00	10/16/2012	MN Dot Hilton Trail Interchange		-			No	0000
409-480-8000-43030	Engineering Services										
	346 Total:	4,089.89									
347	10/01/2012	745.00	0.00	10/16/2012	Development - Whistling Valley III		-			No	0000
409-480-8000-43030	Engineering Services										
	347 Total:	745.00									
348	10/01/2012	180.00	0.00	10/16/2012	Development - Sanctuary		-			No	0000
409-480-8000-43030	Engineering Services										
	348 Total:	180.00									
349	10/01/2012	865.65	0.00	10/16/2012	2011 Street & Water Quality		-			No	0000
418-480-8000-43030	Engineering Services										
349	10/01/2012	378.00	0.00	10/16/2012	10th Street Infrastructure		-			No	0000
420-480-8000-43030	Engineering Services										
	349 Total:	1,243.65									
351	10/01/2012	317.50	0.00	10/16/2012	Supply Well & Pumphouse 4		-			No	0000
601-494-9400-43030	Engineering Services										
	351 Total:	317.50									
352	10/01/2012	737.64	0.00	10/16/2012	3M Litigation		-			No	0000
601-494-9400-43030	Engineering Services										
	352 Total:	737.64									
353	10/01/2012	798.00	0.00	10/16/2012	Keats Ave MSA & Trunk Main Feas		-			No	0000
601-494-9400-43030	Engineering Services										
	353 Total:	798.00									
354	10/01/2012	20,543.40	0.00	10/16/2012	Demontreville Highlands Street Improv		-			No	0000
419-480-8000-43030	Engineering Services										
	354 Total:	20,543.40									
355	10/01/2012	327.50	0.00	10/16/2012	Olson Lake Trail Sewer Extension		-			No	0000
409-480-8000-43030	Engineering Services										
	355 Total:	327.50									
356	10/01/2012	537.00	0.00	10/16/2012	Inwood Ave Trunk Watermain		-			No	0000
601-494-9400-43030	Engineering Services										
	356 Total:	537.00									
357	10/01/2012	118.00	0.00	10/16/2012	Water System Design Phase		-			No	0000
601-494-9400-43030	Engineering Services										
	357 Total:	118.00									
	FOCUS Total:	47,762.43									
HARDDRIV Harddrives, Inc.											
Pay Req #2	10/10/2012	388,449.73	0.00	10/16/2012	2012 Street & Water Quality Imp #2		-			No	0000
419-480-8000-45300	Improvements Other Than Bldgs										
	Pay Req #2 Total:	388,449.73									
	HARDDRIV Total:	388,449.73									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close	POLine #
JOHNSON& Johnson & Turner Attorneys											
Oct 12	10/08/2012	715.00	0.00	10/16/2012	Legal Services - Civil		-			No	0000
101-410-1320-43040	Legal Services										
Oct 12	10/08/2012	4,250.00	0.00	10/16/2012	Legal Services - Prosecution		-			No	0000
101-420-2150-43045	Attorney Criminal										
Oct 12	10/08/2012	839.00	0.00	10/16/2012	Legal Services - Detachment Petition		-			No	0000
101-410-1320-43040	Legal Services										
Oct 12	10/08/2012	313.00	0.00	10/16/2012	Legal Services - 3M		-			No	0000
601-494-9400-43040	Legal Services										
	Oct 12 Total:	6,117.00									
	JOHNSON& Total:	6,117.00									
JP COOKE JP Cooke Company											
200376	09/17/2012	174.45	0.00	10/16/2012	Stamps - Building Dept		-			No	0000
101-420-2400-42000	Office Supplies										
	200376 Total:	174.45									
	JP COOKE Total:	174.45									
KLATT Klatt Kyle											
10/10/12	10/10/2012	105.81	0.00	10/16/2012	Lodging - MNAPA Conference		-			No	0000
101-410-1910-44370	Conferences & Training										
10/10/12	10/10/2012	138.19	0.00	10/16/2012	Lodging - MNAPA Conference		-			No	0000
101-410-1910-44370	Conferences & Training										
10/10/12	10/10/2012	173.16	0.00	10/16/2012	Mileage Reimb for MNAPA Conference		-			No	0000
101-410-1910-43310	Mileage										
	10/10/12 Total:	417.16									
	KLATT Total:	417.16									
LEOIL Lake Elmo Oil, Inc.											
09/30/2012	09/30/2012	367.87	0.00	10/16/2012	Fuel		-			No	0000
101-420-2220-42120	Fuel, Oil and Fluids										
	09/30/2012 Total:	367.87									
	LEOIL Total:	367.87									
LERELIEF Lake Elmo Fire Relief Assn.											
10/9/2012	10/09/2012	37,323.50	0.00	10/16/2012	Fire State Aid		-			No	0000
101-420-2250-44920	Fire State Aid										
	10/9/2012 Total:	37,323.50									
	LERELIEF Total:	37,323.50									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close	POLine #
Lillie Newspapers Inc. Lillie Suburban											
7148	10/10/2012	720.00	0.00	10/16/2012	Lake Elmo Days Ad		-			No	0000
204-450-5200-44300	Miscellaneous										
	7148 Total:	720.00									
	Lillie Total:	720.00									
LOFF Loffler Companies, Inc.											
1465047	10/01/2012	461.50	0.00	10/16/2012	Copy overage & Base - Sept 2012		-			No	0000
101-410-1940-44040	Repairs/Maint Contractual Eqpt										
	1465047 Total:	461.50									
	LOFF Total:	461.50									
MADDMN MADD Minnesota											
NHCPF002	09/25/2012	150.00	0.00	10/16/2012	Crash Car		-			No	0000
101-420-2220-42090	Fire Prevention										
	NHCPF002 Total:	150.00									
	MADDMN Total:	150.00									
MARVS Marv's Professsional Tools											
253378	10/04/2012	239.28	0.00	10/16/2012	Misc tools, wrenches and Caliper		-			No	0000
101-430-3100-42400	Small Tools & Minor Equipment										
	253378 Total:	239.28									
	MARVS Total:	239.28									
MENARDSO Menards - Oakdale											
3891	09/20/2012	5.44	0.00	10/16/2012	Round White Toilet Seat		-			No	0000
101-410-1940-42230	Building Repair Supplies										
	3891 Total:	5.44									
	MENARDSO Total:	5.44									
METCOU Metropolitan Council											
1000373	09/05/2012	1,081.28	0.00	10/16/2012	Monthly Wastewater Service - Oct 2012		-			No	0000
602-495-9450-43820	Sewer Utility - Met Council										
	1000373 Total:	1,081.28									
	METCOU Total:	1,081.28									
NATIONAL National Mailboxes											
165973	08/28/2012	653.50	0.00	10/16/2012	Collection Box for Library		-			No	0000
206-450-5300-45800	Other Equipment										
	165973 Total:	653.50									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	NATIONAL Total:	653.50									
NORTHSEC Northland Securities, Inc.											
3056	10/09/2012	3,440.00	0.00	10/16/2012	Financial Planning - Utility Enterprises		-			No	0000
601-494-9400-43150	Contract Services										
	3056 Total:	3,440.00									
	NORTHSEC Total:	3,440.00									
NORTHTOO HSBC Business Solutions											
569735	10/01/2012	390.23	0.00	10/16/2012	Wash bay and Outside pressure hoses		-			No	0000
101-430-3100-44010	Repairs/Maint Bldg										
569735	10/01/2012	79.99	0.00	10/16/2012	Measuring Wheel - Bldg Dept		-			No	0000
101-420-2400-44300	Miscellaneous										
	569735 Total:	470.22									
	NORTHTOO Total:	470.22									
ONECALL Gopher State One Call											
47249	10/01/2012	203.30	0.00	10/16/2012	Line Locates - September 2012		-			No	0000
101-430-3100-43150	Contract Services										
	47249 Total:	203.30									
	ONECALL Total:	203.30									
PITNEY Pitney Bowes											
395650	10/03/2012	240.33	0.00	10/16/2012	Postage Machine Rental		-			No	0000
101-410-1940-44010	Repairs/Maint Contractual Bldg										
	395650 Total:	240.33									
	PITNEY Total:	240.33									
ROTARYLE Lake Elmo Rotary Club											
4th Quarter	10/01/2012	125.00	0.00	10/16/2012	Membership dues - City Administrator		-			No	0000
101-410-1320-44330	Dues & Subscriptions										
	4th Quarter Total:	125.00									
	ROTARYLE Total:	125.00									
RYANPLUM Ryan Plumbing & Heating Co											
08/28/2012	08/28/2012	570.00	0.00	10/16/2012	Maintenance on Boiler System		-			No	0000
101-410-1940-44010	Repairs/Maint Contractual Bldg										
	08/28/2012 Total:	570.00									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close	POLine #
	RYANPLUM Total:	570.00									
SHI SHI International											
B00768892	09/17/2012	1,189.09	0.00	10/16/2012	Software for Taxpayer Services		-			No	0000
101-410-1450-43180	Information Technology/Web										
	B00768892 Total:	1,189.09									
	SHI Total:	1,189.09									
SW/WC SW/WC Service Cooperatives											
11/1/12	09/26/2012	24,027.00	0.00	10/16/2012	November 2012 Premiums		-			No	0000
101-000-0000-21706	Medical Insurance										
	11/1/12 Total:	24,027.00									
	SW/WC Total:	24,027.00									
TASCH T.A. Schifsky & Sons Inc											
53970	09/25/2012	334.01	0.00	10/16/2012	Asphalt		-			No	0000
101-430-3120-42240	Street Maintenance Materials										
	53970 Total:	334.01									
54014	10/02/2012	72.41	0.00	10/16/2012	Asphalt		-			No	0000
101-430-3120-42240	Street Maintenance Materials										
	54014 Total:	72.41									
	TASCH Total:	406.42									
THONESAN Thone Sandie											
09/07/2012	09/07/2012	470.00	0.00	10/16/2012	Tuition Reimbursement		-			No	0000
101-410-1320-44370	Conferences & Training										
	09/07/2012 Total:	470.00									
	THONESAN Total:	470.00									
TOWNCTRY Town & Country Cleaning Co											
1012661	10/01/2012	245.81	0.00	10/16/2012	October Janitorial Services		-			No	0000
101-420-2220-44010	Repairs/Maint Bldg										
	1012661 Total:	245.81									
1012777	10/08/2012	241.03	0.00	10/16/2012	October Janitorial Service - Library		-			No	0000
206-450-5300-44010	Repairs/Maint Bldg										
	1012777 Total:	241.03									
	TOWNCTRY Total:	486.84									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close	POLine #
VISALE40 VISA											
8040	10/01/2012	841.78	0.00	10/16/2012	Supplies - Building Dept		-			No	0000
101-420-2400-42000	Office Supplies										
8040	10/01/2012	249.00	0.00	10/16/2012	Conference - Community Relations		-			No	0000
101-410-1450-44370	Conferences & Training										
8040	10/01/2012	937.95	0.00	10/16/2012	Building Code Books		-			No	0000
101-420-2400-44350	Books										
8040	10/01/2012	114.57	0.00	10/16/2012	Supplies - Lake Elmo Days		-			No	0000
204-450-5200-42000	Office Supplies										
8040	10/01/2012	175.97	0.00	10/16/2012	Supplies - Lake Elmo Days		-			No	0000
204-450-5200-42000	Office Supplies										
	8040 Total:	2,319.27									
	VISALE40 Total:	2,319.27									
WASHACC Washington County											
10/01/2012	10/10/2012	46.00	0.00	10/16/2012	Planning Documents		-			No	0000
101-410-1910-42030	Printed Forms										
10/01/2012	10/10/2012	46.00	0.00	10/16/2012	Rain Gardens Agreements		-			No	0000
101-410-1910-42030	Printed Forms										
	10/01/2012 Total:	92.00									
	WASHACC Total:	92.00									
WASRADIO WASHINGTON COUNTY											
73393	09/21/2012	3,734.08	0.00	10/16/2012	1/4rly user fee for 800 MHz radios		-			No	0000
101-420-2220-43230	Radio										
73393	09/21/2012	112.00	0.00	10/16/2012	Radio Repair/Maintenance fund		-			No	0000
101-420-2220-43230	Radio										
	73393 Total:	3,846.08									
	WASRADIO Total:	3,846.08									
XCEL Xcel Energy											
51-0117417-0	10/10/2012	31.23	0.00	10/16/2012	Welcome Sign		-			No	0000
101-430-3160-43810	Street Lighting										
	51-0117417-0 Total:	31.23									
51-0630620-5	10/10/2012	571.48	0.00	10/16/2012	Library		-			No	0000
206-450-5300-43810	Electric Utility										
	51-0630620-5 Total:	571.48									
51-4572945-7	10/10/2012	16.00	0.00	10/16/2012	Street Lights		-			No	0000
101-430-3160-43810	Street Lighting										
	51-4572945-7 Total:	16.00									
51-4576456-3	10/10/2012	191.51	0.00	10/16/2012	Fire Station #2		-			No	0000
101-420-2220-43810	Electric Utility										
	51-4576456-3 Total:	191.51									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close	POLine #
51-4580376-5	10/10/2012	350.59	0.00	10/16/2012	City Hall		-			No	0000
101-410-1940-43810	Electric Utility										
51-4580376-5	10/10/2012	34.02	0.00	10/16/2012	Traffic Lights		-			No	0000
101-430-3160-43810	Street Lighting										
51-4580376-5	10/10/2012	360.47	0.00	10/16/2012	City Hall		-			No	0000
101-410-1940-43810	Electric Utility										
	51-4580376-5 Total:	745.08									
51-4733556-8	10/10/2012	3.85	0.00	10/16/2012	Tennis Court		-			No	0000
101-450-5200-43810	Electric Utility										
	51-4733556-8 Total:	3.85									
51-5044219-0	10/10/2012	37.21	0.00	10/16/2012	Parks Bldg		-			No	0000
101-450-5200-43810	Electric Utility										
	51-5044219-0 Total:	37.21									
51-5275289-3	10/10/2012	25.40	0.00	10/16/2012	Pebble Park		-			No	0000
101-450-5200-43810	Electric Utility										
	51-5275289-3 Total:	25.40									
51-5747685-4	10/10/2012	103.33	0.00	10/16/2012	Arts Center		-			No	0000
101-450-5200-43810	Electric Utility										
	51-5747685-4 Total:	103.33									
51-5916043-7	10/10/2012	9.34	0.00	10/16/2012	Lift Station		-			No	0000
602-495-9450-43810	Electric Utility										
	51-5916043-7 Total:	9.34									
51-6429583-8	10/10/2012	8.00	0.00	10/16/2012	Lift Station		-			No	0000
602-495-9450-43810	Electric Utility										
	51-6429583-8 Total:	8.00									
51-6433976-2	10/10/2012	303.86	0.00	10/16/2012	Fire Station 1		-			No	0000
101-420-2220-43810	Electric Utility										
	51-6433976-2 Total:	303.86									
51-6736544-2	10/11/2012	984.94	0.00	10/16/2012	Street Lights		-			No	0000
101-430-3160-43810	Street Lighting										
	51-6736544-2 Total:	984.94									
51-6928283-3	10/10/2012	19.21	0.00	10/16/2012	Traffic Lights		-			No	0000
101-430-3160-43810	Street Lighting										
	51-6928283-3 Total:	19.21									
51-7538112-1	10/10/2012	346.46	0.00	10/16/2012	Public Works		-			No	0000
101-430-3100-43810	Electric Utility										
	51-7538112-1 Total:	346.46									
51-8711719-3	10/10/2012	5.41	0.00	10/16/2012	Speed Sign Hwy 5		-			No	0000
101-430-3160-43810	Street Lighting										
	51-8711719-3 Total:	5.41									
	XCEL Total:	3,402.31									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close	POLine #
ZANONGRE Zanon Greg											
Ck Req	10/04/2012	205.07	0.00	10/16/2012	Refund Overpayment of Water Account		-			No	0000
601-000-0000-37100	Water Sales										
	Ck Req Total:	205.07									
	ZANONGRE Total:	205.07									
ZIERTMAN Joan Ziertman											
Sept 12	09/10/2012	607.50	0.00	10/16/2012	September Clerical Services		-			No	0000
601-494-9400-43150	Contract Services										
Sept 12	09/10/2012	151.88	0.00	10/16/2012	September Clerical Services		-			No	0000
602-495-9450-43150	Contract Services										
Sept 12	09/10/2012	1,518.75	0.00	10/16/2012	September Clerical Services		-			No	0000
603-496-9500-43150	Contract Services										
Sept 12	09/10/2012	759.37	0.00	10/16/2012	September Clerical Services		-			No	0000
101-410-1520-43150	Contract Services										
	Sept 12 Total:	3,037.50									
	ZIERTMAN Total:	3,037.50									
	Report Total:	536,149.34									

THE CITY OF LAKE ELMO

MAYOR AND COUNCIL COMMUNICATION

DATE: 10/16/2012
CONSENT
ITEM #: 5
MOTION Consent Agenda

AGENDA ITEM: Resolution 2012-XX Approving City's Code of Ethics/Conduct Policy for Elected and Appointed Officials

SUBMITTED BY: Sandie Thone, City Clerk

THROUGH: Dean A. Zuleger, City Administrator

REVIEWED BY: Dean A. Zuleger, City Administrator

STAFF REPORT:

As part of the Consent Agenda the City Council is requested to consider approval of Resolution 2012-XX Approving the City's Code of Ethics/Conduct Policy for Elected and Appointed Officials. Public officials are agents of public purpose and hold their positions for the benefit of the public. They are bound to uphold the Constitution of the United States and the Constitution of the State of Minnesota and to carry out impartially the laws of the Nation, state and municipality and thus to foster respect for all government. They are bound to observe in their official acts the highest standards of morality and to discharge faithfully the duties of their particular position regardless of personal considerations, recognizing that the public interest must be their primary concern. Their conduct in both their official and private affairs should be above reproach.

Public Officials shall adhere to adopted rules of conduct. In recognition of these goals, this policy is established to guide all officials of the City of Lake Elmo, whether elected or appointed, paid or unpaid, including members of boards, committees, commissions, and volunteers of the city.

RECOMMENDATION:

Staff recommends the City Council approve Resolution 2012-XX Approving the City's Code of Ethics/Conduct Policy for Elected and Appointed Officials. This action requires a simple majority vote.

CITY OF LAKE ELMO
WASHINGTON COUNTY
STATE OF MINNESOTA

RESOLUTION 2012-XX

A RESOLUTION APPROVING CITY'S CODE OF ETHICS AND CONDUCT POLICY FOR ELECTED OFFICIALS AND APPOINTED BOARD/COMMISSION MEMBERS

WHEREAS, Public officials are agents of public purpose and hold their positions for the benefit of the public; and

WHEREAS, They are bound to uphold the Constitution of the United States and the Constitution of the State of Minnesota and to carry out impartially the laws of the Nation, state and municipality and thus to foster respect for all government; and

WHEREAS, They are bound to observe in their official acts the highest standards of morality and to discharge faithfully the duties of their particular position regardless of personal considerations, recognizing that the public interest must be their primary concern. Their conduct in both their official and private affairs should be above reproach; and

WHEREAS, Public Officials shall adhere to adopted rules of conduct. In recognition of these goals, this policy is established to guide all officials of the City of Lake Elmo, whether elected or appointed, paid or unpaid, including members of boards, committees, commissions, and volunteers of the city.

NOW THEREFORE BE IT RESOLVED, The City of Lake Elmo City Council hereby adopts the Code of Ethics and Conduct Policy for Elected Officials and Appointed Board and Commission Members.

ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE SIXTEENTH DAY OF OCTOBER 2012.

By: _____
Dean A. Johnston
Mayor

(Seal)

_____
Sandie Thone, City Clerk

CITY OF LAKE ELMO
CODE OF ETHICS AND CONDUCT POLICY
ELECTED OFFICIALS
APPOINTED BOARD/COMMISSION MEMBERS

Section I: RESPONSIBILITIES OF PUBLIC OFFICE

Public officials are agents of public purpose and hold their positions for the benefit of the public. They are bound to uphold the Constitution of the United States and the Constitution of the State of Minnesota and to carry out impartially the laws of the Nation, state and municipality and thus to foster respect for all government. They are bound to observe in their official acts the highest standards of morality and to discharge faithfully the duties of their particular position regardless of personal considerations, recognizing that the public interest must be their primary concern. Their conduct in both their official and private affairs should be above reproach.

Section II: DEDICATED SERVICE

Public Officials shall adhere to adopted rules of conduct. Public Officials shall not exceed their authority or breach the law or ask others to do so, and they shall work in full cooperation with employees and other members of the public body unless prohibited from doing so by law or by officially recognized confidentiality of their work.

Section III: DEDICATION TO VALUES OF HONESTY AND INTEGRITY

The City Council finds and declares that the proper operation of democratic government requires that public officials be honest, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the government structure; and that public office not be used for personal gain; so that the public will have confidence in the integrity and the ability of its government. In recognition of these goals, this policy is established to guide all officials of the City of Lake Elmo, whether elected or appointed, paid or unpaid, including members of boards, committees, commissions, and volunteers of the city.

Section IV: STANDARDS OF CONDUCT

No member of the city council or a city board or commission may knowingly:

a. Violate the open meeting law.
b. Participate in a matter that affects the person's financial interests or those of a business with which the person is associated, unless the effect on the person or

business is no greater than on other members of the same business classification, profession, or occupation.

c. Use the person's public position to secure special privileges or exemptions for the person or for others.
d. Use the person's public position to solicit personal gifts or favors.
e. Use the person's public position for personal gain.
f. Except as specifically permitted pursuant to Minn. Stat. 471.895, accept or receive any gift of substance, whether in the form of money, services, loan, travel, entertainment, hospitality, promise, or any other form, under circumstances in which it could be reasonably expected to influence the person, the person's performance of official action, or be intended as a reward for the person's official action.
g. Disclose to the public, or use for the person's or another person's personal gain, information that was gained by reason of the person's public position if the information was not public data or was discussed at a closed session of the city council.
h. Disclose information that was received, discussed, or decided in conference with the city's legal counsel that is protected by the attorney-client privilege unless a majority of the city council has authorized the disclosure.
i. Represent private interests before the city council or any city committee, board, commission or agency.

Except as prohibited by the provisions of Minn. Stat Sec. 471.87, there is no violation of Section IV: b for a matter that comes before the council, board, or commission if the member of the council, board, or commission publicly discloses the circumstances that would violate these standards and refrains from participating in the discussion and vote on the matter. Nothing herein shall be construed to prohibit a contract with a member of the city council under the circumstances described under Minn. Stat. Sec. 471.88, if proper statutory procedures are followed.

Complaint; Hearing.

Any person may file a written complaint with the city clerk alleging a violation of the standards of conduct in Section IV. The complaint must contain supporting facts for the allegation. The city council may hold a hearing after receiving the written complaint or upon the council's own volition. A hearing must be held only if the city council determines (1) upon advice of the city attorney, designee, or other attorney appointed by the council, that the factual allegations state a sufficient claim of a violation of these standards or rise to the level of a legally-recognized conflict of interest, and (2) that the complaint has been lodged in good faith and not for impermissible purposes such as delay. The city council's determination must be made within 30 days of the filing of the allegation with the city clerk. If the council determines that there is an adequate justification for holding a hearing, the hearing must be held within 30 days of the city council's determination. At the hearing, the person accused must have the opportunity to be heard. If after the hearing, the council finds that a violation of a standard has

occurred or does exist, the council may censure the person, refer the matter for criminal prosecution, request an official not to participate in a decision, or remove an appointed member of an advisory board or commission from office.

Section V: CONFLICT OF INTEREST

j. The Mayor and all members of the City Council who have an interest in any action or proposed legislative action of the City Council may wish to consult with the City attorney about the legality of participating in the discussion and/or vote.

k. Any other official or volunteer who has an interest in any action or proposed legislative action of the City Council and who participates in the discussion with or gives an official opinion or recommendation to the City Council or governing board, should not determine the relevancy of the interest, but shall disclose the interest before or during their initial involvement.

l. No public official shall disclose confidential information concerning the property, government, or affairs of the city, nor shall they use such information to advance the financial or other private interest of themselves or any other person.

m. No public official or volunteer shall engage in or accept private employment or render service, for private interests, when such employment or service is incompatible with the proper discharge of his or her official duties or would tend to impair his or her independence of judgment or action in the performance of his or her official duties, unless otherwise permitted by law.

n. No public official or volunteer shall request or permit the unauthorized use of city-owned vehicles, equipment, materials or property for personal convenience or profit.

o. No public official or volunteer shall grant any special consideration, treatment or advantage to any citizen beyond that which is available to every other citizen.

Section VI: GIFTS TO INDIVIDUALS

DEFINITIONS. The definitions in this subdivision apply to this section.

1) "Gift" means money, real or personal property, a service, a loan, a forbearance or forgiveness of indebtedness, or a promise of future employment, that is given and received without the giver receiving consideration of equal or greater value in return. Gifts include, but are not limited to, food beverages, tickets to sporting events, and free

travel or lodging.

2) "Interested person" means a person or a representative of a person or association that has a direct financial interest in a decision that a local official is authorized to make.

3) "Local official" means an elected or appointed official of the city or of an agency, authority, or instrumentality of the city.

PROHIBITION. An interested person may not give a gift or request another to give a gift to a local official. A local official may not accept a gift from an interested person*.

*The prohibitions in this section do not apply if the gift is given:

Because of the recipient's membership in a group, a majority of whose members are not local officials, and an equivalent gift is given to the other members of the group; or by an interested person who is a member of the family of the recipient, unless the gift is given on behalf of someone who is not a member of that family.

EXCEPTIONS. The prohibitions in this section do not apply if the gift is:

4) Anything of monetary value that is given or loaned to a candidate or committee for a political purpose;
5) Services to assist an official in the performance of official duties, including but not limited to providing advice, consultation, information, and communication in connection with legislation, and services to constituents;
6) Services of insignificant monetary value;
7) A plaque or similar memento recognizing individual services in a field of specialty or to a charitable cause;
8) A trinket or memento of insignificant value
9) Informational material of unexceptional value; or
10) Food or beverage given at a reception, meal, or meeting by an organization the recipient attends.

Section VII: POLITICAL ACTIVITIES OF PUBLIC OFFICIALS

In the matter of elections held by the City of Lake Elmo no volunteer or employee may use any official authority or influence for the purpose of interfering with or affecting the result of the election, nor may funds be solicited or contributions be received from employees for political purposes, except by collective bargaining organizations.

Bumper stickers and posters may be displayed on private vehicles parked in city parking areas, however, these materials may not be displayed on either City vehicles or property.

THE CITY OF
LAKE ELMO

MAYOR AND COUNCIL COMMUNICATION

DATE: October 16, 2012
CONSENT
ITEM #: 6
MOTION

AGENDA ITEM: 2012 Street & Water Quality Improvements – Change Order No. 1

SUBMITTED BY: Ryan Stempski, Assistant City Engineer

THROUGH: Dean A. Zuleger, City Administrator

REVIEWED BY: Jack Griffin, City Engineer
Cathy Bendel, Finance Director

SUMMARY AND ACTION REQUESTED: The City Council is respectfully requested to consider approving Change Order No. 1 for the 2012 Street & Water Quality Improvements.

STAFF REPORT: This Change Order was initiated and requested by the City. The Public Works Department and Parks Commission requested the installation of concrete curb and gutter for the parking areas located within the 2012 Street and Water Quality Improvement project. The parking lot areas include the DeMontreville Park parking lot and the parking stall bump out area located at Hytrail Avenue and 59th Street. The purpose of the request is to install a more durable curb material in areas subject to difficult plowing operations. The request was reviewed and approved by the Parks Commission on August 20, 2012, with Park Funds allocated to pay for the change.

Change Order No. 1 includes 661 lineal feet of concrete curb and gutter at a unit price of $18.00 per foot for a total Change Order amount of $11,898.00. With the approval of this Change Order, the Revised Contract Amount will be $861,634.79.

RECOMMENDATION: Staff is recommending that the City Council consider approving, as part of the *Consent Agenda*, Change Order No. 1 for the 2012 Street & Water Quality Improvements in the amount of $11,898.00. The recommended motion for this action is as follows:

"Move to approve Change Order No. 1 for the 2012 Street & Water Quality Improvements, in the amount of $11,898.00."

ATTACHMENTS:

1. Change Order No. 1

CONTRACT CHANGE ORDER FORM

CITY OF LAKE ELMO, MINNESOTA
2012 STREET AND WATER QUALITY IMPROVEMENTS
PROJECT NO. 2012.123

FOCUS ENGINEERING, inc.

CHANGE ORDER NO. 1 **DATE:** October 16, 2012

TO: HARDRIVES, INC. , 14475 QUIRAM DRIVE, ROGERS, MN 55374

This Document will become a supplement to the Contract and all provisions will apply hereto. The Contract Documents are modified as follows upon execution of this Change Order.

CHANGE ORDER DESCRIPTION / JUSTIFICATION:

City requested change to use concrete curb and gutter in the Demontreville Park parking lot and Park bumpout area near Hytrail Avenue and 59th Street. Park Fund expenditure approved by the Park Commission at the August 20 meeting. A unit price of $18 per LF for concrete curb and gutter was negotiated with Hardrives, Inc.

Attachments (list documents supporting change): None

ITEM	DESCRIPTION OF PAY ITEM	UNIT	QTY	UNITE PRICE	INCREASE/(DECREASE)
CO1-1	B612 Conrete Curb and Gutter	LF	661	$18.00	$11,898.00
				NET CONTRACT CHANGE	**$11,898.00**

Amount of Original Contract	$	849,736.79
Sum of Additions/Deductions approved to date (CO Nos.)	$	0.00
Contract Amount to date	$	849,736.79
Amount of this Change Order (ADD) (~~DEDUCT~~) (~~NO CHANGE~~)	$	11,898.00
Revised Contract Amount	$	861,634.79

The Contract Period for Completion will be (UNCHANGED) (~~INCREASED~~) (~~DECREASED~~) **0** **days**

APPROVED BY ENGINEER: FOCUS Engineering, inc.

ENGINEER

DATE

APPROVED BY CONTRACTOR

BY

DATE

APPROVED BY OWNER: CITY OF LAKE ELMO, MINNESOTA

BY

DATE

BY

DATE

THE CITY OF
LAKE ELMO

MAYOR AND COUNCIL COMMUNICATION

DATE: October 16, 2012
CONSENT
ITEM #: 7
MOTION

AGENDA ITEM: 2012 Street & Water Quality Improvements – Approve Pay Request No. 2

SUBMITTED BY: Ryan Stempski, Assistant City Engineer

THROUGH: Dean A. Zuleger, City Administrator

REVIEWED BY: Jack Griffin, City Engineer
Cathy Bendel, Finance Director

SUMMARY AND ACTION REQUESTED: The City Council is respectfully requested to consider approving Pay Request No. 2 for the 2012 Street & Water Quality Improvements.

STAFF REPORT: Hardrives, Inc., the Contractor for the project, has submitted Partial Pay Estimate No. 2 in the amount of $388,449.73. This request has been reviewed and payment is recommended in the amount requested. In accordance with the contract documents, the City has retained 5% of the total work completed. The amount retained is $27,073.72. The total value of the work completed to date is $541,474.30 of the revised contract amount of $861,634.79, or 63% complete.

RECOMMENDATION: Staff is recommending that the City Council consider approving Pay Request No. 2 for the 2012 Street & Water Quality Improvements, as part of the *Consent Agenda*. The recommended motion for this action is as follows:

"Move to approve Partial Pay Estimate No. 2 in the amount of $388,449.73, for the 2012 Street & Water Quality Improvements."

ATTACHMENTS:

1. Partial Pay Estimate No. 2

PROJECT PAY FORM

PARTIAL PAY ESTIMATE NO. 2

FOCUS ENGINEERING, inc.

2012 STREET AND WATER QUALITY IMPROVEMENTS
PROJECT NO. 2012.123

PERIOD OF ESTIMATE
FROM **9/1/2012** TO **9/30/2012**

PROJECT OWNER:
CITY OF LAKE ELMO
3800 LAVERNE AVENUE NORTH
LAKE ELMO, MN 55042
ATTN: JACK GRIFFIN, P.E., CITY ENGINEER

CONTRACTOR:
HARDRIVES, INC.
14475 QUIRAM DRIVE
ROGERS, MN 55374
ATTN: MIKE LEUER, DIVISION MANAGER

CONTRACT CHANGE ORDER SUMMARY

No.	Approval Date	Amount	
		Additions	Deductions
1	10/16/2012	$11,898.00	
TOTALS		$11,898.00	$0.00
NET CHANGE		$11,898.00	

PAY ESTIMATE SUMMARY

1. Original Contract Amount	$849,736.79
2. Net Change Order Sum	$11,898.00
3. Revised Contract (1+2)	$861,634.79
4. *Work Completed	$541,474.30
5. *Stored Materials	$0.00
6. Subtotal (4+5)	$541,474.30
7. Retainage* 5.0%	$27,073.72
8. Previous Payments	$125,950.85
9. Amount Due (6-7-8)	**$388,449.73**

**Detailed Breakdown Attached*

CONTRACT TIME

START DATE:	**7/17/2012**	ORIGINAL DAYS	136	ON SCHEDULE	
SUBSTANTIAL COMPLETION:	**10/19/2012**	REVISED DAYS	0	YES	X
FINAL COMPLETION:	**11/30/2012**	REMAINING	61	NO	

ENGINEER'S CERTIFICATION:
The undersigned certifies that the work has been reviewed and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

FOCUS Engineering, inc.

ENGINEER

DATE

CONTRACTOR'S CERTIFICATION:
The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR

BY

DATE

APPROVED BY OWNER: **CITY OF LAKE ELMO, MINNESOTA**

BY

DATE

BY

DATE

PARTIAL PAY ESTIMATE NO. 2

2012 STREET AND WATER QUALITY IMPROVEMENTS
CITY OF LAKE ELMO, MINNESOTA
PROJECT NO. 2012.123

FOCUS ENGINEERING, inc.

ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT (Revised)			THIS PERIOD		TOTAL TO DATE	
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
1	MOBILIZATION	LS	1.0	$45,850.00	$45,850.00	0.25	$11,462.50	0.75	$34,387.50
2	TRAFFIC CONTROL	LS	1.0	$3,695.19	$3,695.19	0.25	$923.80	0.75	$2,771.39
3	SILT FENCE	LF	300	$3.21	$963.00			150.0	$481.50
4	INLET PROTECTION	EA	23	$96.40	$2,217.20				
5	TREE REMOVAL	EA	11	$267.77	$2,945.47			12.0	$3,213.24
6	SALVAGE AND REINSTALL MAILBOX	EA	85	$65.00	$5,525.00				
7	SALVAGE AND REINSTALL SIGN	EA	35	$133.88	$4,685.80				
8	SAWCUT BITUMINOUS AND CONCRETE PAVEMENT (ALL TYPES)	LF	1,790	$2.49	$4,457.10	941.0	$2,343.09	941.0	$2,343.09
9	REMOVE AND DISPOSE CONCRETE CURB AND GUTTER	LF	55	$5.65	$310.75	73.0	$412.45	73.0	$412.45
10	REMOVE AND DISPOSE OF EXISTING BITUMINOUS PAVEMENT	SY	1,291	$4.60	$5,938.60	191.0	$878.60	191.0	$878.60
11	REMOVE AND DISPOSE OF EXISTING CONCRETE PAVEMENT	SY	520	$6.56	$3,411.20	59.0	$387.04	100.0	$656.00
12	REMOVE AND DISPOSE OF EXISTING STORM SEWER CB/CBMH	EA	11	$535.53	$5,890.83	3.0	$1,606.59	12.0	$6,426.36
13	SALVAGE AND REINSTALL PAVERS	SY	22	$51.90	$1,141.80				
14	SUBGRADE CORRECTION	SY	1,404	$6.91	$9,701.64	1,025.0	$7,082.75	1,025.0	$7,082.75
15	COMMON EXCAVATION (CV) (P)	CY	1,351	$10.01	$13,523.51	1,351.0	$13,523.51	1,351.0	$13,523.51
16	CLASS 5 AGGREGATE BASE (100% CRUSHED)	CY	474	$14.00	$6,636.00				
17	SELECT GRANULAR BORROW	CY	512	$9.43	$4,828.16	342.0	$3,225.06	342.0	$3,225.06
18	HAUL OUT EXCESS MILLINGS	CY	1,024	$8.96	$9,175.04	300.0	$2,688.00	828.0	$7,418.88
19	PLACE RECLAIMED MATERIAL FROM OTHER SITES	CY	451	$8.48	$3,824.48	381.0	$3,230.88	561.0	$4,757.28
20	RECLAIM EXISTING BITUMINOUS AND BASE MATERIALS	SY	38,406	$0.91	$34,949.46			38,406.0	$34,949.46
21	SUBGRADE PREPARATION OF RECLAIMED SURFACE	RS	100	$254.39	$25,439.00	100.0	$25,439.00	100.0	$25,439.00
22	SUBGRADE PREPARATION FOR PARKING LOTS	LS	1	$1,695.91	$1,695.91	1.0	$1,695.91	1.0	$1,695.91
23	12" CLASS 5 RCP STORM SEWER	LF	119	$36.42	$4,333.98	13.0	$473.46	130.0	$4,734.60
24	15" CLASS 5 RCP STORM SEWER	LF	247	$37.49	$9,260.03			255.0	$9,559.95
25	12" CONCRETE FLARED END SECTION	EA	1	$963.96	$963.96				
26	CATCH BASIN, TYPE 402 WITH R-3250-A CASTING	EA	3	$1,960.06	$5,880.18	3.0	$5,880.18	3.0	$5,880.18
27	CATCH BASIN, TYPE 404 WITH R-3501-TB CASTING	EA	4	$2,077.87	$8,311.48			4.0	$8,311.48
28	4' DIA CBMH WITH 1' SUMP, TYPE 401 WITH SALVAGED R-3250-A CASTIN	EA	1	$1,686.93	$1,686.93				
29	4' DIA CBMH, TYPE STO-9 WITH R-3501-TB CASTING	EA	2	$2,238.54	$4,477.08			3.0	$6,715.62
30	4' DIA CBMH WITH 1' SUMP, TYPE STO-9 WITH R-3501-TB CASTING	EA	1	$2,184.98	$2,184.98	1.0	$2,184.98	3.0	$6,554.94
31	4' DIA CBMH, TYPE 406 WITH R-3250-A CASTING	EA	3	$2,227.82	$6,683.46			3.0	$6,683.46
32	5' DIA CBMH WITH 1' SUMP, TYPE 405 WITH R-3501-TB CASTING	EA	1	$3,491.68	$3,491.68				
33	4" PVC PERF EDGE DRAIN WITH BACKFILL AND WRAP	LF	400	$5.19	$2,076.00	400.0	$2,076.00	400.0	$2,076.00
34	B618 CONCRETE CURB AND GUTTER	LF	30	$37.49	$1,124.70				
35	B624 CONCRETE CURB AND GUTTER	LF	298	$37.49	$11,172.02	272.0	$10,197.28	272.0	$10,197.28
36	D412 CONCRETE CURB AND GUTTER	LF	804	$27.69	$22,262.76	203.0	$5,621.07	850.0	$23,536.50
37	CONCRETE CURB CUT FOR RAIN GARDEN	EA	17	$321.32	$5,462.44	16.0	$5,141.12	16.0	$5,141.12
38	6" CONCRETE FLUME	EA	1	$642.64	$642.64	1.0	$642.64	1.0	$642.64
39	6" CONCRETE DRIVEWAY	SY	520	$42.84	$22,276.80	100.0	$4,284.00	100.0	$4,284.00
40	BITUMINOUS DRIVEWAY	SY	1,225	$16.77	$20,543.25	191.0	$3,203.07	191.0	$3,203.07
41	BITUMINOUS WEARING COURSE	TN	3,900	$54.35	$211,965.00				
42	BITUMINOUS NON-WEARING COURSE	TN	3,275	$58.60	$191,915.00	4,187.28	$245,374.61	4,187.28	$245,374.61
43	BITUMINOUS MATERIAL FOR TACK COAT	GAL	1,950	$2.13	$4,153.50				
44	SAW AND SEAL STREETS	LF	7,800	$2.41	$18,798.00				
45	REMOVE CATCH BASIN CASTING	EA	8	$114.17	$913.36	8.0	$913.36	8.0	$913.36
46	INSTALL R-3501-TB CASTING	EA	8	$803.30	$6,426.40	8.0	$6,426.40	8.0	$6,426.40
47	SALVAGE AND REINSTALL CASTING (ALL TYPES)	EA	7	$555.33	$3,887.31	7.0	$3,887.31	7.0	$3,887.31
48	CULVERT END CLEANING	EA	10	$176.73	$1,767.30	10.0	$1,767.30	10.0	$1,767.30
49	DITCH GRADING	LF	490	$4.71	$2,307.90	490.0	$2,307.90	490.0	$2,307.90
50	CLASS 3 RIP RAP WITH GEOTEXTILE FABRIC	CY	60	$66.41	$3,984.60	60.0	$3,984.60	60.0	$3,984.60
51	EROSION STABLIZATION MAT	SY	200	$6.96	$1,392.00				
52	BIOROLL DITCH CHECK	EA	30	$64.26	$1,927.80				
53	SEEDING WITH WOOD FIBER BLANKET	SY	1,133	$1.55	$1,756.15				
54	SODDING	SY	14,100	$2.85	$40,185.00				
55	IMPORT AND PLACE TOPSOIL	CY	1,900	$13.00	$24,700.00	1,364.0	$17,732.00	1,364.0	$17,732.00
56	STRIPING -- 4" YELLOW STRIPING	LF	6,130	$0.21	$1,287.30				
57	STRIPING -- 4" WHITE STRIPING	LF	6,940	$0.27	$1,873.80				
58	HANDICAP PAVEMENT MARKING	EA	2	$428.43	$856.86				
TOTALS - BASE CONTRACT					**$849,736.79**		**$396,996.46**		**$529,576.30**

CHANGE ORDER NO. 1

CO1-1	B612 CONCRETE CURB AND GUTTER	LF	661	$18.00	$11,898.00	661.0	$11,898.00	661.0	$11,898.00
TOTALS - CHANGE ORDER NO. 1					**$11,898.00**		**$11,898.00**		**$11,898.00**
TOTALS - REVISED CONTRACT					**$861,634.79**		**$408,894.46**		**$541,474.30**

THE CITY OF
LAKE ELMO

MAYOR AND COUNCIL COMMUNICATION

DATE: 10/16/2012
CONSENT
ITEM #: 8
MOTION Consent Agenda

AGENDA ITEM: Approval of HVAC System for Annex and Maintenance Agreement for City Facilities
SUBMITTED BY: Sandie Thone, City Clerk
THROUGH: Dean A. Zuleger, City Administrator
REVIEWED BY: Dean A. Zuleger, City Administrator
Al Bever, Consultant
Rick Chase, Building Official

STAFF REPORT: As part of the Consent Agenda the City Council is requested to consider approval of an HVAC System for the Annex building and a Maintenance Agreement for City Facility buildings. Two Quotes were obtained:

1) Yale Mechanical	$7, 675	Marvair HVAC Unit
2) Cool Air Mechanical	$7,788	Bard HVAC Unit (electrical not included)

The quotes were reviewed and staff is recommending Yale Mechanical for the work at a cost of $7,765 for the HVAC unit for the Annex (which currently has no working unit). In addition, staff is recommending the City purchase the Preventative Maintenance Agreement at a cost of $7, 967.00 with Yale Mechanical for the City Facilities described below (which currently have no scheduled maintenance):

City Hall
Annex
Public Works
Fire Station 1
Fire Station 2
Parks Building

RECOMMENDATION:

Staff recommends the City Council approve the installation of the HVAC System for the Annex and the Preventative Maintenance Agreement for City Facilities with Yale Mechanical. This action requires a simple majority vote.

YALE
MECHANICAL
HVAC • PIPING • SHEET METAL • MILLWRIGHT • PLUMBING

August 23, 2012

Mr. Al Bever
City of Lake Elmo
3800 Laverne Avenue
Lake Elmo, MN 55042

Subject: Marvair Unit
Yale Project Number: P121484

Dear Al:

Yale Mechanical is pleased to present the following proposal for the revision of the HVAC systems for the above-subject site based on our site visit.

Work included as part of this proposal is as follows:

1. Provide necessary demolition.
2. Provide and install Marvair AVPA36ACA-15N through wall A/C and heating unit.
3. Provide necessary electrical wiring.
4. Provide connection to existing thermostat.
5. Provide necessary rigging.
6. Provide necessary permits.

We propose to do the work described above for the sum of **SEVEN THOUSAND SIX HUNDRED SEVENTY-FIVE DOLLARS ($7,675).**

Add Alternate 1 - Economizer

To provide Marvair unit with economizer to allow for free cooling below 55°, **add** the sum of **NINE HUNDRED DOLLARS ($900)** to the base proposal price.

Work not included as part of this proposal is as follows:

1. Overtime labor.
2. Structural engineering or support.
3. Building repair.
4. Patching or painting.
5. Sales tax on labor if applicable.

This proposal is firm for 30 days. If an extension is required, it must be obtained in writing.

All equipment furnished and installed by us that is found to be defective within the period of one year following completion of installation shall be repaired or replaced by us at no cost to the purchaser.

This proposal in design and detail is Yale Mechanical property and must not be used except in connection with our work. All rights of design and detail are reserved.

Payment shall be made by the 10th of the month on all invoices issued by the 1st of the month for all material and equipment installed or on hand and all labor performed. Final payment to be made within 30 days after substantial completion of the work.

Thank you for the opportunity of allowing us to present this proposal to you. Should you have any questions regarding this matter, please do not hesitate to contact us as we hope to be of further service to you on this project.

Sincerely,

Ryan Horner
Project Manager

/je

CITY OF LAKE ELMO

ACCEPTED BY: _____

PRINT NAME: _____

PRINT TITLE: _____

DATE: _____

YALE
MECHANICAL
HVAC • PIPING • SHEET METAL • MILLWRIGHT • PLUMBING

August 20, 2012

Mr. Dean Zuleger
City Administrator
Lake Elmo City Hall
3800 Laverne Avenue North
Lake Elmo, MN 55042

Subject: Yale Service Proposal #S12-0953

Dear Mr. Zuleger:

Thank you for the opportunity to propose our comprehensive service program for your consideration and approval. Based on your input, we have customized this application specifically to meet your needs. As we have discussed, our programs are extremely flexible and can be modified at any time.

Under the provisions of the enclosed agreement, Yale Mechanical will extend a discounted labor rate on all scheduled maintenance as well as emergency service and repair work.

The intent of this program is to allow you control of your money. We firmly believe in a fair and conscientious program allowing us to properly service and maintain your equipment, systems and related controls. Also, we just as firmly believe that by servicing this account we are spending your money, and we will be accountable for our actions.

Yale Mechanical is dedicated to providing the most comprehensive service programs in the industry. Our customers choose Yale Mechanical because of our ability to consistently address and deliver the essential requirements of their facility. We accomplish this by employing the latest in diagnostic service procedures, state of the art tools and test equipment, and professional development training for all of our employees. It is our goal to provide a valuable service and build long-term relationships with our clients.

Please note we have enclosed two copies of our agreement for your review. To activate your program, please sign and date the first page of the 3-page agreement and return to my attention.

We appreciate the opportunity to earn your business and look forward to working with you in the future. Should you have further questions, please do not hesitate to contact us.

Sincerely,

Rico Estrada
Business Development Manager

/arn

YALE
MECHANICAL
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PREVENTIVE MAINTENANCE AGREEMENT

This Agreement is between Yale Mechanical, hereinafter referred to as "Yale" and **City of Lake Elmo** hereinafter referred to as "Customer".

Lake Elmo City Hall
3800 Laverne Avenue North
Lake Elmo, MN 55042

Contact: **Dean Zuleger**
Telephone Number: **651-233-5401**

Proposed: August 20, 2012 **Agreement Number: S12-0953** **Number of Pages: 6**

LOCATION OF WORK

CITY OF LAKE ELMO, VARIOUS SITES, 3800 LAVERNE AVE NO, LAKE ELMO, MN

SCOPE OF SERVICES

Maintenance Program Options	Included	Service Options	Included	Payment Option	Selected
SSM-Seasonal Start-up Maintenance	☑	FS-Filter Service	☑	Quarterly	☐
FCI-Filter Change & Visual Inspection	☐	BS-Belt Service	☑	Monthly	☐
MSM-Mid Season Maintenance	☑	CCC- Condenser Coils Cleaned	☑	**Per Inspection**	
Extended Program Options		ECC- Evaporative Coils Cleaned	☐	Contract Labor Rate "A"	☐
FL-Full Labor	☐	COA-Compressor Oil Analysis	☐	Contract Labor Rate "B"	☐
FC-Full Coverage	☐	WS-Water Treatment Service	☐	Other	☑
BOS-Boiler Operation Services	☐	Custom Service	☐		
FOS-Facility Operation Services	☐				
BAS-Building Automation/Control Svs	☐				

The above selected Services are described in detail on the attached schedules.

TERMS

Estimated Annual Agreement Price: **$7,967.00 (Please see attached Agreement Summary)** to be invoiced as completed per inspection.

This Agreement shall become effective on **September 1, 2012** and will be automatically renewed on a year-to-year basis after the original term ends unless Customer or Yale gives the other written notice not to renew, or unless the contract is tied to a fixed term purchase order that has expired. Notice not to renew must be delivered at least 30 days prior to the end of the Agreement term. Renewal price adjustments are specified in Terms and Conditions.

During the term of this Agreement and for a period of three years following its termination or expiration, the Customer agrees to hold confidential and not disclose to any third party all materials, manuals, proposal documents, service plans, and agreements that Yale provides or makes available to Customer.

The attached Terms and Conditions, Schedule of Rates and Services, Schedule of Equipment and Agreement Summary are included as part of this Agreement as though specifically contained herein. This Agreement shall constitute the entire Agreement between Yale and Customer.

AGREEMENT APPROVAL

ACCEPTED BY: CITY OF LAKE ELMO

Signature

Name (Printed) Title

Date:

SUBMITTED BY: YALE MECHANICAL

Signature: Rico Estrada, Bus. Dev. Manager

Approved By: Thomas M. Rowles, VP Service

Date: August 20, 2012

TERMS AND CONDITIONS

MAINTENANCE PROGRAM OPTIONS

☑ **Seasonal Start-up Maintenance:**

Includes preventive maintenance of Covered Equipment per the Service Plan. The Service Plan includes a detailed list of tasks used by the technician to provide the particular Seasonal Start-up Service.

☐ **Filter Change and Visual Inspection:**

Includes scheduled filter change and cursory inspection of the Covered Equipment.

☑ **Mid Season Maintenance:**

Includes visual checks of Covered Equipment per the Service Plan. The Service Plan includes a detailed list of tasks used by the technician to provide Mid-Season Maintenance.

EXTENDED PROGRAM OPTIONS

All services described above will be performed during Yale's normal working hours, unless the following options is included in is Agreement:

☐ **24/7 Extended Service Option:**

Yale will provide response 24 hours per day, 7 days a week, (including Holidays and weekends). Should a defect be found during an Extended Service visit that Yale is not responsible for under this Agreement, Customer agrees to pay Yale the standard fee charged by Yale for any services rendered.

☐ **Full Labor:**

Includes labor to perform Scheduled Service Visits and Repair Labor as defined in this Agreement necessary to restore Covered Equipment to working condition following an Equipment Failure and excludes total equipment replacement due to obsolescence or unavailability of parts.

☐ **Full Coverage:**

Includes Repair Labor and Repair Material necessary to restore Covered Equipment to working condition following an Equipment Failure and excludes total equipment replacement due to obsolescence or unavailability of parts. Yale may choose to replace Repair Materials that indicate eminent failure if such repairs will avoid additional costs or equipment shutdown. At Yale's option, Repair Materials may be new, used, or reconditioned so long as OEM integrity is maintained. All Repair Materials are covered by the warranty as described below. It is mutually agreed that any Full Coverage agreement covers only integral operating devices inside the Covered Equipment as per the attached Schedule of Equipment and does not include the Service Labor for ductwork, flue pipe, electrical or plumbing work, balancing beyond the unit, or other nonmaintainable parts.

☐ **BOS - Boiler Operations:**

Yale will provide boiler operational inspection as per attached Agreement Summary

- ☐ Yale will post the required level of Boiler Operating License as determined by the State of Minnesota Boiler Operating Code

☐ **FOS - Facility Operations Services:**

Yale will provide onsite facility engineering as determined by the attached Agreement Summary

☐ **BAS - Building Automation /Control Services:**

Yale will provide Building Automation/Control Services as determined by the attached Agreement Summary

SERVICE OPTIONS

Service Options includes the following selected options:

☑ **FS - Filter Service:**

Yale will change filters as per attached Agreement Summary

- ☑ Filters supplied by Yale
- ☐ Filters supplied by Customer
- ☑ Pleated Filters
- ☐ Other Filters

☑ **BS - Belt Service:**

Yale will change belts as per the attached Agreement Summary

- ☑ Belts supplied by Yale
- ☐ Belts supplied by Customer

☑ **CCC - Condenser Coil Cleaning:**

Yale will clean condensers as per attached Agreement Summary

- ☐ Pneumatic (high volume air)
- ☑ Water (Customer supplied water pressure)
- ☐ Chemicals included
- ☐ Split condensers and wash as needed

  *Customer will hold harmless Yale for work-hardened related leaks

The Customer understands, in order to thoroughly clean the condenser coils at this facility, it may be necessary to separate them. In this process, the return bends of the condenser coils can become work-hardened and may in time create refrigerant leaks beyond the control of Yale. The Customer agrees to hold harmless Yale for such repairs.

☐ **ECC - Evaporative Coil Cleaning:**

Yale will clean evaporative coil as per attached Agreement Summary

☐ **COA - Compressor Oil Analysis:**

Yale will sample, test and report metallurgical oil analysis or Semi-hermetic compressor per attached Agreement Summary

☐ **WS - Water Treatment Service:**

Yale will supply and administer water treatment services, including sampling, testing and recommendations for proper water treatment of the system

☐ **CS - Custom Service:**

Yale will provide services designed to meet Customer's specific requirement as per attached Agreement Summary or services (i.e., pneumatic control calibration, steam trap testing, air balancing, air quality, RPZ/backflow certification, thermal imaging, eddy current testing, etc.)

The above selected services will be performed on a scheduled basis for the Covered Equipment.

DEFINITIONS

Covered Equipment means the equipment for which services are to be provided under this Agreement. The applicable Schedule of Equipment attached to this Agreement defines Covered Equipment.

Equipment Failure means the sudden and accidental failure of moving parts or electric or electronic components that are part of the Covered Equipment and that are necessary for its operation.

Scheduled Service Visits refers to labor required to perform inspections and preventive maintenance on Covered Equipment.

Scheduled Service Materials means materials required to perform scheduled Service Visits on Covered Equipment as defined in Material List.

Seasonal Start-up Maintenance (SSM) refers to comprehensive tasking designed to prepare a piece of equipment for the heating or cooling season.

Filter Change and Visual Inspection (FCI) refers to scheduled filter change and visual technical inspection of equipment only.

Mid-Season Maintenance (MSM) refers to selected tasking designed to ensure continued functionality midway through a heating or cooling season.

Repair Labor refers to the ongoing labor used to repair/replace the failed components and material covered per the terms of this Agreement.

Repair Materials refers to the necessary materials and components used to repair/replace the failed components and material covered per the terms of this Agreement.

Repair Labor and Repair Materials coverage apply to the maintainable parts of the Covered Equipment specified on the Equipment List contained in this Agreement.

MAINTAINABLE PARTS

Maintainable parts are those parts of the Covered Equipment that are mechanically moving parts, that through periodic servicing can be made to operate more efficiently and effectively. Detection and repair of refrigerant leaks on maintainable components is included. Examples of maintainable parts include motors, compressors, relays, controls, bearings and belts.

NONMAINTAINABLE PARTS

Non-maintainable parts are not covered under this Agreement. Examples of parts that are not maintainable, and therefore are excluded from repair related coverage are replacement and disposition of CFC's, ductwork, piping, boiler refractory material, heat exchangers, insulation, wiring, structural cabinets and supports, shell and tube bundles, evaporators, condensers, cooling tower structures, etc.

See Exclusion for further explanation applicable to this Agreement*.

Normal working hours shall be defined as an eight-hour period occurring between 8:00AM and 4:30PM Monday - Friday, except Holidays.

Overtime is defined as 1-1/2 times the current service rate at the time the costs are incurred, and shall apply between the hours of 4:30 PM and 8:00 AM Monday - Friday; and 8:00AM and 4:30PM Saturday and Sunday.

Double time rate is defined as 2 times the current service rate at the time the costs are incurred and shall apply between the hours of 4:30 PM and 8:00 AM Saturday, Sunday, and Holidays. Holidays are defined as Yale's standard holidays. If Christmas or New Years falls on a weekend, the Holiday will be observed either the Friday before or the Monday after.

Service Labor Rate Applicable Time and Material repairs outside the scope of this Agreement shall be billed at the current service labor rate. See the attached Agreement Summary Sheet.

*Consistent with "Agreement Summary" as we deem necessary.

Specialty Rates shall be charged for Air Balance, DDC Programming, or any other services that are outside the normal services defined in this plan and will be billed at the current rate for such service at the time the costs are incurred.

Truck Trip Charge shall apply for non-scheduled maintenance and repairs. For locations outside of the seven county metro area, a mileage charge will apply. Travel time will be at the same rate as the applicable service rate as defined above.

CONDITIONS

The equipment and systems included under this Agreement as per the attached "Schedule of Equipment" and are to be performed by Yale employees, and such others as may be designated by Yale during regular straight time hours; provided however, that the Customer may elect to authorize work to be performed under this Agreement at such other hours as found necessary and Yale employees are available at the then prevailing and applicable labor rate.

All labor, material and other work performed and/or furnished by Yale under benefit of this Agreement, or performed and/or furnished upon authorization by an agent or representative of the Customer, whether declared or implied, shall be invoiced on a time and material basis and the labor rate per man-hour, including travel time, in accordance with then existing and applicable labor contract definitions binding upon Yale, shall be pursuant to then existing labor rates as described in the prevailing "Schedule of Labor Rates and Services".

INITIAL EQUIPMENT INSPECTION FOR FULL LABOR OR FULL SERVICE COVERAGE

Yale will inspect the Covered Equipment within 45 days of the date of this Agreement or as seasonal operation conditions permit. Yale will advise the Customer if any Covered Equipment is found not to be in working order or in need of repair. With the Customer's approval, Yale will perform the work necessary to put the Covered Equipment in proper working condition, at Yale's standard pricing for parts and labor in effect at that time. If the Customer does not want Yale to do the work to rectify these deficiencies, or if Customer does not have the work performed by a third party, the equipment will be removed from the list of Covered Equipment.

WARRANTY

Yale warrants that its services will be free from defects in workmanship and material until the earlier to occur of the termination or expiration of this Agreement or for 30 days following such services. Yale's sole obligation shall be to repair or to replace defective parts or to properly perform defective service, EXCEPT AS EXPRESSLY PROVIDED BY THIS AGREEMENT, YALE HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, RELATING TO THE SERVICES PROVIDED UNDER THIS AGREEMENT (INCLUDING WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OR MATERIALS).

Customer understands and acknowledges that Yale is a provider of services under this Agreement and is not a merchant or vendor of goods. Any warranty claim for goods or equipment shall be made against the manufacturer only and Yale will transfer the benefits of that manufacturer's warranty to Customer upon the request of Customer.

CUSTOMER RESPONSIBILITIES

The Customer represents and warrants that, to the best of Customer's knowledge, all Covered Equipment is in good working condition and that the Customer has given Yale all information of which Customer is aware or reasonably should be aware concerning the condition of the Covered Equipment. If replacement or alterations to the building structure or equipment housing are required for access to service or repair, such services shall be furnished to Customer at an additional cost.

The Customer agrees that, during the term of this Agreement, the Customer will:

Maintain clear and safe access to Covered Equipment and provide timely access to secured areas when required;

Operate the Covered Equipment according to the Manufacturer's recommendations;

Keep accurate and current work logs and information on the Covered Equipment as recommended by the manufacturer or Yale;

Provide a safe and adequate environment for Covered Equipment as recommended by the manufacturer, required by law or as may be recommended (without any duty to so recommend) by Yale, including adequate space, electrical power, air conditioning and humidity control;

Notify Yale immediately of any equipment malfunction, breakdown, or other condition affecting the operation of Covered Equipment;

Ensure that all Customer vendors, employers and agents are adequately trained in operating the Covered Equipment;

Assume possession of all materials and substances used in normal maintenance, and shall have the responsibility of disposing of the materials and substances properly and in accordance with all applicable laws and regulations, unless otherwise included in this Agreement;

Allow Yale to start and stop, periodically turn off, or otherwise change or temporarily suspend utilities and operations so that Yale can perform the services required under this Agreement.

Pay all taxes or other government charges relating to the transfer, use, ownership, servicing or possession of any equipment relating to this Agreement.

Payment terms are net 10 days. The terms of this agreement shall become null and void upon the failure of Customer to render payment to Yale within thirty days of the invoice date. Any dispute between Customer and any landlord, underwriter, or other third party for the payment of any invoice, shall not be a cause for the delay of prompt payment by Customer. Delinquent amounts accrue interest at the rate of 1 ½ % per month.

REFRIGERANT POLICY

Customer and Yale agree to comply with any and all governmental laws or regulations concerning the proper handling of refrigerants including CFC's (Chlorofluorocarbons).

If repairs are required, Yale shall submit to Customer a written Refrigerant Leak Notification form describing the CFC leak problem in detail. This notification will be given to Customer by the attending technician at the time the leak is discovered. If Customer resides off-site, notification will be mailed.

In addition to the Refrigerant Notification Leak form, a Repair Proposal will be submitted to Customer where applicable for approval. Customer agrees to review proposal and make a decision on leakage repairs within five days from receipt of proposal. Yale will copy all notifications, proposals and repair decisions to all parties involved, including building owner(s), property/asset management, etc. Yale will only service buildings that operate within all governmental laws and regulations regarding refrigerants, and may at its option cancel this Agreement if Customer refuses to comply.

Customer agrees to maintain registration of equipment with all proper agencies, where applicable.

Refrigerant, compressors, and compressor oil disposal *is not included* in this Agreement. Disposal and/or storage of refrigerants will be at additional cost unless otherwise noted.

EXCLUSIONS

Yale services under this Agreement *do not include* and Yale shall not be responsible for:

Supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs, and paper;

Calls resulting from lack of operator-level preventive maintenance, site-related problems, or operator error;

Service calls due to failures resulting from abuse or misuse of equipment, alterations, modification, or repairs to equipment not performed or provided by Yale;

The furnishing of materials supplies or services for painting or refinishing equipment;

Service calls resulting from attachments made to Covered Equipment or other equipment not covered by this Agreement;

Electrical work to the Customer's facility necessary to operate, maintain or repair the equipment;

The repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;

Service calls resulting from the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather that is beyond what is prevented by Yale normal maintenance;

Repair or service made necessary by any operation of, adjustments to, or repair to, Covered Equipment by others not authorized in advance by Yale;

Repair or service made necessary by the negligence of others, including but not limited to equipment operators and water treatment companies;

Repair or service made necessary by improper environmental conditions affecting equipment or electrical power fluctuations, and service calls required because Yale had previously been denied access to the equipment;

Identification, abatement, removal or disposal of hazardous wastes and substances. Hazardous wastes and substances remain the property and the responsibility of the Customer even when removed from equipment or replaced by Yale. The Customer shall be responsible for the proper storage, handling and disposal of hazardous wastes and substances. "Hazardous wastes and Substances" include, but are not limited to, used oil, contaminated or uncontaminated refrigerant, asbestos and PCB's;

Doors, gaskets, latches, and hinges of refrigeration equipment because of the special nature of this type of equipment. The Customer is responsible for the removal of all contents of walk-in and reach-in coolers for either maintenance, or service of the equipment; and

Changes to Covered Equipment, which in Yale's reasonable opinion, affects Yale's services or Yale's costs to provide such services.

YALE EQUIPMENT

Yale may provide tools, documentation, panels, or other control equipment in the Customer's building for Yale's convenience in performing Yale services. Such equipment shall remain Yale property. Yale retains the right to remove such items at any time during the term, or upon the termination of this Agreement.

INDEMNITY

Yale and the Customer agree to indemnify and to hold each other, including their officers, agents, directory, and employees, harmless from all liabilities, costs, claims, demands, or suits of any kind, including but not limited to reasonable attorney's fees, resulting from the negligence willful misconduct, or breach of this Agreement by the indemnifying party or its employees, contractors or agents.

LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGE OR LOSS OF GOODWILL

FORCE MAJEURE

Yale shall not be liable for any work delays or interruptions in service that are caused by acts of God, strikes, disputes, wars, or any cause that is beyond Yale's reasonable control. Customer agrees to carry required fire, tornado, equipment and any other necessary insurance to protect from any such or related losses.

TERMINATION

In the event that either party hereto materially defaults in the performance of any of its duties or obligations under this Agreement (except for a default in payment to Yale as provided below) and does not substantially cure such default, or commence a cure, within thirty (30) days after being given written notice specifying the default, then the non-defaulting party may, by given written notice thereof to the defaulting party, terminate this Agreement as of a date specified in such notice of termination. In the event that Customer fails to make payment of any amounts due Yale hereunder within 15 days of due date, Yale may terminate this Agreement without notice.

In the event any court of competent jurisdiction determines or holds that any provision of this Agreement is unlawful, invalid, or unenforceable for any reason, then the parties hereto agree that such provisions of this Agreement shall be modified if and only to the extent necessary to render such provision enforceable and otherwise in conformance with all legal requirements. It is agreed that any legal action relating to this Agreement or the breach thereof by either party shall be commenced within one year from the date in which the cause of action occurred. In the event there is any litigation or arbitration between the parties concerning this Agreement, the successful party shall be awarded reasonable attorneys' fees and litigation or arbitration costs, including, but not limited to, the attorneys' fees and costs incurred in the collection of any judgment.

RENEWAL PRICE ADJUSTMENT

Yale will provide Customer with notice of any adjustments in the Agreement price applicable to a renewal period no later than thirty (30) days prior to the commencement of that renewal period. Unless the Customer terminates the Agreement as provided in the Term/Automatic Renewal provision of the Agreement, the adjusted price shall be the price for the renewal period. If Yale fails to timely provide such notice, the Agreement shall continue at the existing price, adjusted by previous year's increase in prevailing service consumer price index.

MISCELLANEOUS PROVISIONS

Any notice that is required to be given, under this Agreement must be in writing and sent to the party at the address noted on the first page of this Agreement.

This Agreement is the entire Agreement between Yale and the Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between Yale and the Customer. Any amendment or modification hereof must be in writing.

No delay or failure in exercising any right hereunder and no partial or single exercise thereof shall be deemed to constitute a waiver of such right or any other rights hereunder. No express or implied consent to a breach of any provision of this Agreement shall constitute consent to any prior or subsequent breach.

The Customer acknowledges and agrees that any purchase order issued by Customer, in accordance with this Agreement, is intended only to establish payment authority for the Customer's internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement.

In the event that any term of any purchase order conflicts with, or is deemed to conflict with the terms of this agreement, the terms of this Agreement shall supersede such term of a purchase order. No term or condition included in the Customer's purchase order will have any force or effect.

Should any changes to relevant regulations, laws, or codes substantially affect Yale services or obligations, the Customer agrees to negotiate in good faith with Yale for appropriate changes to the scope or price of this Agreement or both.

Both parties reserve the right to cancel this Agreement if it is found to be unbeneficial to either the Customer or Yale. Cancellation shall be in writing at least 30 days in advance of the desired cancellation date. Customer will be responsible to reimburse Yale on a time and material basis for any and all services rendered including labor and materials expended to date that exceed the billings leading up to and including the cancellation date. All invoices will be due 10 days after invoice date.

The Customer shall reimburse Yale for sharp adjustments in the price of refrigerants. The customer will be invoiced for any increase over 10% of the base in any calendar year. Phase out and taxation of harmful CFC's are addresses in the 'US Clean Air Act of 1990".

Any alteration to or deviation from this Agreement involving extra work and materials will become an extra charge over the sum stated in this Agreement to be provided on a time and material basis unless specified differently.

This Agreement is offered pending credit approval and may be withdrawn prior to acceptance for any reason without notice.

This Agreement and the rights and duties of the parties shall be construed and enforced in accordance with the laws of the State of Minnesota without giving effect to its rules on choice of law.

SCHEDULE OF INSPECTION AND MAINTENANCE

The following "Schedule of Inspection and Maintenance" shall be performed and/or furnished by an experienced Yale Mechanical Service Technician in the appropriate season under the provisions and limitations of this agreement and in connection with such equipment and systems as are listed on the "Schedule of Equipment".

AIR-COOLED CONDENSERS

- Externally clean air cooled condenser surfaces.
- Lubricate fan and motor bearings as required.
- Inspect and adjust drive belts as necessary.
- Replace faulty and worn belts.
- Inspect and adjust fan staging control, if required.
- Inspect, clean & adjust fan contactor as required.
- Inspect fan shaft and bearings.
- Recommend bearing &/or shaft replacement, if required.
- Recommend chemical cleaning of condensing coils, if required.

SPLIT SYSTEMS

- Perform quarterly inspections
- Replace drive belts annually
- Clean condenser coils; one time per year
- Replace air filters as needed
- Check belt, pulley and shaft alignment
- Lubricate motor and blower bearings
- Identify & report unusual vibrations or wear problems
- Check, lubricate and clean control dampers
- Inspect control valves and actuators
- Inspect smoke detectors and freeze protectors
- Test & record motor rated & actual volts/amps
- Brush and inspect cooling coil faces
- Check and clean evaporator pan and drain
- Replace filters as needed
- Check burners, pilots, pilot tubes & flame operation
- Check ignition controls, roll out switch, pilot safety and high and low limit controls
- Inspect heat exchanger

MAKE-UP AIR UNITS

- Perform quarterly inspections
- Replace air filters as needed
- Replace drive belts annually
- Verify economizer operation and filter condition
- Check cooling operation, including controls, contactors and relays
- Tighten and clean electrical connections as needed
- Check pressure controls
- Check starter / contactor
- Check motor amps and motor volts
- Check for signs of leaks
- Check refrigerant charge
- Lubricate motor bearings
- Lubricate fan and pump bearings
- Check sheaves and pulleys
- Check / clean condensate pan and drain
- Inspect coil condition
- Check electrical connections
- Check solenoid valves (liquid and hot gas)
- Check damper motors
- Check thermostats
- Check critical alarms/safeties
- Check relays

BOILERS

- Perform quarterly inspections
- Check safety controls monthly
- Check burners
- Check draft motor
- Check stack / flue connector
- Check pilot flame
- Check pilot ignition
- Inspect sections / heat exchanger
- Inspect pump and motor
- Check motor amp draw
- Check boiler safety controls
- Check relief valve
- Inspect expansion tank
- Inspect condensate tank/pump
- Check system pressure
- Inspect sight glass
- Check boiler feeder
- Inspect gas valve and train
- Check gauges and pump flow rates
- Perform Rule 27 (CSD-1) annually
- Clean burner units annually
- Open boilers for inspections

PUMPS

- Perform quarterly inspections
- Check pump motor rated and actual volts/amps
- Check coupling
- Check and correct alignment
- Check gaskets and seals
- Check operation of pump and impeller
- Lubricate as needed

CITY OF LAKE ELMO

HVAC PREVENTIVE MAINTENANCE AGREEMENT SUMMARY #S12-0953

SITES	WINTER	SPRING	SUMMER	FALL	TOTAL LABOR HOURS	LABOR RATE	LABOR DOLLARS	FILTERS/ BELTS & MISC.	TOTAL LABOR & MATERIALS
City Hall*	2	3	4	2	11	$ 111.50	$ 1,226.50	$ 132.00	$ 1,358.50
Annex to City Hall	1.5	1.5	1.5	1.5	6	$ 111.50	$ 669.00	$ 286.00	$ 955.00
Public Works*	6	3	4	6	19	$ 111.50	$ 2,118.50	$ 716.00	$ 2,834.50
Fire Station 1	4	1.5	1.5	4	11	$ 111.50	$ 1,226.50	$ 206.00	$ 1,432.50
Fire Station 2	3.5	0	0	3.5	7	$ 111.50	$ 780.50	$ 88.00	$ 868.50
Park Building	2	0	0	2	4	$ 111.50	$ 446.00	$ 72.00	$ 518.00
TOTALS:	19	9	11	19	58		$ 6,467.00	$ 1,500.00	$ 7,967.00

*INCLUDES CONDENSER COIL CLEANING IN SUMMER WITH WATER (CUSTOMER SUPPLIED)

OPTIONS:

Public Works: Add $663 -- for a 1-day lift rental (40' electric scissors lift) to perform the infrared heater inspection is needed. ($443.00 per day/delivery is $110/pick up is $110)

Fire Station 1: Add $406.50 (labor and material) for Yale to perform a boiler tune-up on the Slant Finn hot water boiler. Typically the utility company will issue a rebate for boiler tune-up.

YALE
MECHANICAL
HVAC • PIPING • SHEET METAL • MILLWRIGHT • PLUMBING

SCHEDULE OF RATES AND SERVICES

EFFECTIVE APRIL 1, 2012

HVAC SERVICES: Yale Mechanical service technicians are among the most highly trained and qualified technicians in our region. Qualifications include a two year HVAC Associates degree, five years apprenticeship concluding in certification of competency by examination in each field of expertise. Yale Mechanical service technicians attend continuous classes and training seminars and are certified in accordance with all state and municipal requirements.

MECHANICAL HVAC JURISDICTIONS: Expertise includes proficiencies in chilled water and direct expansion cooling systems, forced air heating and cooling, steam and hot water boiler systems, various fuel burning systems including natural gas, oil, and propane systems, filtration and air purification, process refrigeration, electronic and pneumatic controls; humidification, ventilation, air handling systems, environmental test chambers, heat pumps, building automation systems and data centers.

PLUMBING SERVICES: Service and repair of existing plumbing systems including medical gas systems, booster pumps, mixing valve stations, RPZ testing and rebuilding (which is mandated by the State of Minnesota) and more.

HOURLY SERVICE RATES - SEVEN-COUNTY METRO AREA - 24-HOUR/7-DAY SERVICE 952-884-1661

			RATE PER MANHOUR			
DAY	HOUR	RATE	NON-CONTRACT	CONTRACT "A"	CONTRACT "B"	CONTRACT "C"
Monday - Friday	8 AM - 4:30 PM	Regular	$128.00	$117.50	$ 114.50	$ 111.50
Monday - Friday	4:30 PM - 8 AM	Over time	192.00	176.25	171.75	167.25
Saturday/Sunday	8 AM - 4:30 PM	Over time	192.00	176.25	171.75	167.25
Saturday/Sunday	4:30 PM - 8 AM	Double time	256.00	235.00	229.00	223.00
Holidays	All Hours	Double time	256.00	235.00	229.00	223.00
TRUCK TRIP CHARGE PER MAINTENANCE			$90.00	NONE	NONE	NONE
TRUCK TRIP CHARGE PER SERVICE CALL			$90.00	$45.00	$45.00	$45.00

OUTSIDE SEVEN-COUNTY METRO AREA MILEAGE IS 65 CENTS PER MILE

TRAVEL TIME AT SAME RATE AS RELATED LABOR

CONTRACT "A": QUARTERLY, OR FOUR SCHEDULED CONTRACT CALLS PER YEAR

CONTRACT "B": MONTHLY, BIMONTHLY MAINTENANCE OR BOILER OPERATION SERVICE

CONTRACT "C": PREFERRED SPECIAL CUSTOMER

RATE SUBJECT TO CHANGE WITHOUT NOTICE

SERVICE CALLS (GENERAL & EMERGENCY) ANY TIME OF DAY OR NIGHT: Call: 952-884-1661

For after hours service our automated system will contact the service technician for immediate response.

ADDITIONAL SERVICES: Design/Build construction, remodels, retrofit and tenant finishing; Data Center systems, humidification/dehumidification. Millwright services include: plant relocation, turnkey equipment settings, plant shut down and maintenance, and material handling.

Call Yale Mechanical for Your Next Construction or Millwright Project!

YALE
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City of Lake Elmo

SCHEDULE OF INSPECTION AND MAINTENANCE

The following "Schedule of Inspection and Maintenance" shall be performed and/or furnished by an experienced Yale Mechanical Service Technician in the appropriate season under the provisions and limitations of this agreement and in connection with such equipment and systems as are listed on the "Schedule of Equipment".

AIR-COOLED CONDENSERS

- Externally clean air cooled condenser surfaces.
- Lubricate fan and motor bearings as required.
- Inspect and adjust drive belts as necessary.
- Replace faulty and worn belts.
- Inspect and adjust fan staging control, if required.
- Inspect, clean and adjust fan contactor as required.
- Inspect fan shaft and bearings.
- Recommend bearing and/or shaft replacement, if required.
- Recommend chemical cleaning of condensing coils, if required.

SPLIT SYSTEMS

- Perform quarterly inspections
- Replace drive belts annually
- Clean condenser coils; one time per year
- Replace air filters as needed
- Check belt, pulley and shaft alignment
- Lubricate motor and blower bearings
- Identify and report unusual vibrations or wear problems
- Check, lubricate and clean control dampers
- Inspect control valves and actuators
- Inspect smoke detectors and freeze protectors
- Test and record motor rated and actual volts/amps
- Brush and inspect cooling coil faces
- Check and clean evaporator pan and drain
- Replace filters as needed
- Check burners, pilots, pilot tubes and flame operation
- Check ignition controls, roll out switch, pilot safety and high and low limit controls
- Inspect heat exchanger

MAKE-UP AIR UNITS

- Perform quarterly inspections
- Replace air filters as needed
- Replace drive belts annually
- Verify economizer operation and filter condition
- Check cooling operation, including controls, contactors and relays
- Tighten and clean electrical connections as needed
- Check pressure controls
- Check starter / contactor
- Check motor amps and motor volts
- Check for signs of leaks
- Check refrigerant charge
- Lubricate motor bearings
- Lubricate fan and pump bearings
- Check sheaves and pulleys
- Check / clean condensate pan and drain
- Inspect coil condition
- Check electrical connections
- Check solenoid valves (liquid and hot gas)
- Check damper motors
- Check thermostats
- Check critical alarms / safeties
- Check relays

BOILERS

- Perform quarterly inspections
- Check safety controls monthly
- Check burners
- Check draft motor
- Check stack / flue connector
- Check pilot flame
- Check pilot ignition
- Inspect sections / heat exchanger
- Inspect pump and motor
- Check motor amp draw
- Check boiler safety controls
- Check relief valve
- Inspect expansion tank
- Inspect condensate tank / pump
- Check system pressure
- Inspect sight glass
- Check boiler feeder
- Inspect gas valve and train
- Check gauges and pump flow rates
- Perform Rule 27 (CSD-1) annually
- Clean burner units annually
- Open boilers for inspections

PUMPS

- Perform quarterly inspections
- Check pump motor rated and actual volts/amps
- Check coupling
- Check and correct alignment
- Check gaskets and seals
- Check operation of pump and impeller
- Lubricate as needed

CITY OF LAKE ELMO - CITY HALL

3800 Laverne Avenue North

Lake Elmo, MN

City Adminstrator Dean Zuleger

QTY	TAG	DESCRIPTION	MODEL	SERIAL	TONS	LOCATED	FILTERS	BELTS	WINTER	SPRING	SUMMER	FALL	TOTAL
1		TRANE FURNACE/SPLIT XR 90					1 - 20x16x1		0.75	0.75	0.75	0.75	3
1		TRANE FURNACE/SPLIT XR 90					1 - 20x16x1		0.75	0.75	0.75	0.75	3
1		LENNOX CONDENSING UNIT	HS15-511V6P	5186L14315					0	0.5	0.5	0	1
1		CONDENSING UNIT	RZA336GKP1	X11965114					0	0.5	0.5	0	1
1		BOSS AIR AIR-TO-AIR HEAT EXCHANGER							0.5	0.5	0.5	0.5	2
													0
		CONDENSER COIL CLEANING									1		1
													0
													0
													0
													0
						Averaged Hours:			2	3	4	2	11
						Scheduled Hours:			2	3	4	2	11
						Rate:			$111.50	$111.50	$111.50	$111.50	
						Labor Total:			$223.00	$334.50	$446.00	$223.00	$1,226.50
						Materials:			$33.00	$33.00	$33.00	$33.00	$132.00
						Total:			$256.00	$367.50	$479.00	$256.00	$1,358.50

TOTAL MATERIALS	
Filters Annually:	$52.00
Belt Annually:	$0.00
Miscellaneous:	$80.00
Total:	$132.00

CITY OF LAKE ELMO - ANNEX

Lake Elmo, MN

QTY	TAG	DESCRIPTION	MODEL	SERIAL	TONS	NOTES	LOCATED	FILTERS	BELTS	WINTER	SPRING	SUMMER	FALL	TOTAL
1		MARVAIR H&C	AVE36ACA15N-2000	KN97484										
1		MARVAIR H&C	AVE36ACA15N-2000	KN97478			PLANNING & COMMUNITY DEVEL.	4		1	1	1	1	4
1		AIR HANDLING UNIT				GOING TO BE REPLACED	PLANNING & COMMUNITY DEVEL.	2	1	0.5	0.5	0.5	0.5	2
		DOUBLE WIDE FACILITY												0
														0
														0
														0
														0
														0
														0
														0
														0
														0
							Averaged Hours:			1.5	1.5	1.5	1.5	6
							Scheduled Hours:			1.5	1.5	1.5	1.5	6
							Rate:			$111.50	$111.50	$111.50	$111.50	
							Labor Total:			$167.25	$167.25	$167.25	$167.25	$669.00
							Materials:			$71.50	$71.50	$71.50	$71.50	$286.00
							Total:			$238.75	$238.75	$238.75	$238.75	$955.00

TOTAL MATERIALS	
Filters:	$188.00
Belt Annually:	$18.00
Miscellaneous:	$80.00
Total:	$286.00

NOTE: This site is next to the City Hall no travel time needed

CITY OF LAKE ELMO - PUBLIC WORKS

3445 Ideal Avenue North

Lake Elmo, MN

QTY	TAG	DESCRIPTION	MODEL	SERIAL	TONS	NOTES	LOCATED	FILTERS	BELTS	WINTER	SPRING	SUMMER	FALL	TOTAL
5		BLACK HEAT INFRARED TUBE HEATERS				NEED TO RENT 35' LIFT 1 ON WEST END DOESN'T WORK RUN FOR 2 YRS				2.5	0	0	2.5	5
2		EXHAUST FANS - NO HEAT								1	1	1	1	4
1	MUA-2	TITAN MAKE-UP AIR UNIT (2000 CFM)	TAM-109NGHRD	10440			WASH BAY	2-20x25x2	1-A28	0.75	0.75	0.75	0.75	3
1		CARRIER PERFORMANCE 93 SPLIT H/C	5MT8080-16	4405A03338						0.5	0.5	0.5	0.5	2
1	MUA-1	TITAN MAKE-UP AIR UNIT (15,000 CFM)	TA-125NGHRH	10439		TURNS ON @ 4:30 & 12:00	WASH BAY	12-20x25x2	2-B84	1	1	1	1.5	4.5
		CONDENSER COIL CLEANING										1		1
														0
														0
														0
														0
														0
														0

	WINTER	SPRING	SUMMER	FALL	TOTAL
Averaged Hours:	5.75	3.25	4.25	6.25	19.5
Scheduled Hours:	6	3	4	6	19
Rate:	$111.50	$111.50	$111.50	$111.50	
Labor Total:	$669.00	$334.50	$446.00	$669.00	$2,118.50
Materials:	$179.00	$179.00	$179.00	$179.00	$716.00
Total:	$848.00	$513.50	$625.00	$848.00	$2,834.50

TOTAL MATERIALS	
Filters Annually:	$554.00
Belt Annually:	$82.00
Miscellaneous:	$80.00
Total:	$716.00

Option One: Rental for a 40' electric scissors lift is $443.00 per day.
Delivery is $110.00 Pick up is $110.00

NOTE: The filter price for the make-up air unit is approximately per quarter is $138.50

CITY OF LAKE ELMO - FIRE STATION 1

3510 Laverne Avenue North

Lake Elmo, MN

QTY	TAG	DESCRIPTION	MODEL	SERIAL	TONS	NOTES	LOCATED	FILTERS	BELTS	WINTER	SPRING	SUMMER	FALL	TOTAL
1		BRYANT HOT WATER PACKAGE BOILER				55 YRS OLD / NO LICENSE SEE OPTION FOR TUNE-UP	FIRE STATION 1			1	0	0	1	2
1		EXPANSION TANK					FIRE STATION 1			0.35	0	0	0.35	0.7
1		AIR HANDLING UNIT					FIRE STATION 1	1 - 14X20X1	1	0.75	0.75	0.75	0.75	3
1		INLINE DUCT FURNACE (200,000 BTU)					FIRE STATION 1	2	1	1	0	0	1	2
1		MONCRIEF UNIT HEATER					FIRE STATION 1			0.5	0	0	0.5	1
1		UNIT HEATER - NO TAGS (80,000 BTU)	N/R	N/R		2 TIMES/YR	FIRE STATION 1			0.5	0	0	0.5	1
														0
														0
														0
														0
														0
							Averaged Hours:			4.1	0.75	0.75	4.1	9.7
							Scheduled Hours:			4	1.5	1.5	4	11
							Rate:			$111.50	$111.50	$111.50	$111.50	
							Labor Total:			$446.00	$167.25	$167.25	$446.00	$1,226.50
							Materials:			$51.50	$51.50	$51.50	$51.50	$206.00
							Total:			$497.50	$218.75	$218.75	$497.50	$1,432.50

TOTAL MATERIALS	
Filters:	$90.00
Belt Annually:	$36.00
Miscellaneous:	$80.00
Total:	$206.00

Option One: Add $406.50 (labor and material) for Yale to perform Slant Finn hot water boiler tune-up. Typically the utility company will issue a rebate for boiler tune-up.

CITY OF LAKE ELMO - FIRE STATION 2

4259 Jamaca Avenue North

Lake Elmo, MN

QTY	TAG	DESCRIPTION	MODEL	SERIAL	TONS	NOTES	LOCATED	FILTERS	BELTS	WINTER	SPRING	SUMMER	FALL	TOTAL
3		SOLARONICS TUBE HEATER				NO LIFT - 20' UP	FIRE STATION 2	NA	NA	1.5	0	0	1.5	3
1		TRANE XL90 HEAT ONLY					FIRE STATION 2	1	NA	0.75	0	0	0.75	1.5
2		SOLARONICS TUBE HEATERS					COLD STORAGE	NA	NA	1	0	0	1	2
														0
														0
														0
														0
														0
														0
							Averaged Hours:			3.25	0	0	3.25	6.5
							Scheduled Hours:			3.5	0	0	3.5	7
							Rate:			$111.50	$111.50	$111.50	$111.50	
							Labor Total:			$390.25	$0.00	$0.00	$390.25	$780.50
							Materials:			$44.00	$0.00	$0.00	$44.00	$88.00
							Total:			$434.25	$0.00	$0.00	$434.25	$868.50

TOTAL MATERIALS	
Filters Annually:	$32.00
Belt Annually:	$16.00
Miscellaneous:	$40.00
Total:	$88.00

CITY OF LAKE ELMO - PARKS BUILDING

Lake Elmo, MN

QTY	TAG	DESCRIPTION	MODEL	SERIAL	TONS	NOTES	LOCATED	FILTERS	BELTS	WINTER	SPRING	SUMMER	FALL	TOTAL
1		REZNOR GAS UNIT HEATER						N/A	0	1	0	0	1	2
1		TRANE XL90 HEAT ONLY						1 - 16X25X1	0	1	0	0	1	2
														0
														0
														0
														0
														0
														0
							Averaged Hours:			2	0	0	2	4
							Scheduled Hours:			2	0	0	2	4
							Rate:			$111.50	$111.50	$111.50	$111.50	
							Labor Total:			$223.00	$0.00	$0.00	$223.00	$446.00
							Materials:			$36.00	$0.00	$0.00	$36.00	$72.00
							Total:			$259.00	$0.00	$0.00	$259.00	$518.00

TOTAL MATERIALS	
Filters Annually:	$32.00
Belt Annually:	$0.00
Miscellaneous:	$40.00
Total:	$72.00

THE CITY OF LAKE ELMO

MAYOR & COUNCIL COMMUNICATION

DATE: October 16, 2012
REGULAR
ITEM #: 9
MOTION $$

AGENDA ITEM: Damon Farber Planning / Theming Agreement
SUBMITTED BY: Dean Zuleger, City Administrator

THROUGH: Mayor Dean A. Johnston

REVIEWED BY: Dean Zuleger, City Administrator

SUMMARY AND ACTION REQUESTED: A key component in the land use planning process is creating a synergy "or theme" between the three distinct planning areas within the City of Lake Elmo – the open space areas, the Old Village and the I-94 corridor. Damon Farber & Associates, a Twin Cities based company, specializes at creating distinct community identities based on sustainability, use of natural features and amplifying a community's character. The City Administrator, in consort with the Old Village Work Group, recommends approval of an agreement with Damon Farber & Associates to accomplish this "theming" for $27,500.

Fiscal Impact = $27,500

BACKGROUND INFORMATION: As the City move ever closer to growth in the I-94 corridor and the Old Village, it has become all the more apparent that careful planning must be completed to insure that these two areas do not become to distinct and separate communities. One way to maintain a cohesive, unified community is to create a common theme that reflects the open space character / nature of Lake Elmo in all geographies. This will be accomplished through the design of streetscapes, signage, wayfinding mechanisms, common spaces, natural features and entryways that are distinctly Lake Elmo. This theming is a precursor to important planning tools such as design standards (both commercial and residential), form based codes, and land use planning in relationship to density requirements. The appropriate landscape architect is key in this process.

STAFF REPORT: Damon Farber Associates / Landscape Architects was established in 1981 to provide quality services in the areas of landscape architecture, comprehensive planning, site design and open space development. DFA concentrates their efforts in the planning and design of exterior spaces as they relate to circulation aspects, function, maintenance, spatial organization and landscape aesthetics.

Damon Farber Associates places an emphasis on the importance and value of enhancing physical

aspects such that projects reflect clarity of site organization, open space relationships and strong site/structure interface.

As a complement to the interdisciplinary philosophy and partnering approach DFA espouses, a large contribution to a client can be the efficiency with which DFA works. DFA offers a familiarity with a variety of regional zones and plant material palettes, a working knowledge of group dynamics and a significant body of work relative to a variety of landscape types. Damon Farber Associates is especially well qualified to offer objective, positive input to the planning and design process with respect to the creation and **enhancement of a sense of place**. DFA approach is responsive to, and reflective of, an interactive process which includes our staff and clients as partners in the design process. DFA acts as a resource with an ability to elicit ideas from our clients and the understanding to translate those thoughts from the abstract to the built out environment.

DFAs most effective role is to be an active participant whose responsibility can include the coordination and recommendation of design and construction aspects relative to site issues and user needs. They work closely with their clients to arrive at responsive and resourceful schemes which are innovative, meet user needs, address budget and which can be implemented according to schedule. The level of our involvement can include the full scope of services associated with the planning and design process from site analysis through the preparation of contract documents and construction observation. Naturally, the scale and scope of DFA's efforts depends upon a client's needs, a clear understanding of our responsibilities and upon the products required.

The City Administrator has worked with DFA's staff on a similar award-winning project in Weston Wisconsin where an old downtown area and a new greenfield development were brought together in a common theme. Earlier this month, DFA met with the Old Village Work Group to determine the suitability of purpose / fit and the following week provided a pro bono consultation on a walk-through of the Old Village. The Planning Director believe that this theming projects plays a vital role in the development of form based codes.

RECOMMENDATION: Based upon the background information presented, the staff recommends that the City of Lake Elmo City Council is requested:

Motion: Approve the Damon Farber & Associates Theming Agreement for an amount not exceed, without approval, $27,500.

SUGGESTED ORDER OF BUSINESS:

- Introduction of Item ..... City Administrator
- Report/Presentation..... City Administrator
- Questions from Council to Staff..... Mayor Facilitates
- Public Input, if Appropriate ..... Mayor Facilitates
- Call for Motion ..... Mayor & City Council

- Discussion..... Mayor & City Council
- Action on Motion.....Mayor Facilitates

Attachment: DFA Prospectus

Damon Farber Associates

Landscape Architects
Urban Designers and
Site Planners

September 6, 2012

Dean Zuleger
City of Lake Elmo
3800 Laverne Avenue North
Lake Elmo, MN 55042

Re: Landscape Architectural Services
City Branding & Public Realm Improvements – Lake Elmo, Minnesota

Dean:

Damon and I enjoyed the city brainstorming and branding discussion we had last week. We covered a lot of ground and believe you have the strong beginnings of something special and 'Fresh' that begins to redefine the City of Lake Elmo to residents, developers and the greater metropolitan area.

It is our understanding that Flapjack Creative will be developing a design brief that will provide potential inspiration for public realm concepts for Lake Elmo. We believe the greatest value that we can bring is to develop an overall approach to 'branding' of the community through the development of a 'kit of parts' for potential public realm improvements. We believe this approach will give you the tools you need to create a consistent family identity that further enhances the unique rural character of Lake Elmo and responds to the 'Fresh' approach.

We have earned a reputation for being both innovative and realistic. I believe that this balance of creativity, aesthetics and function is a complement to the interdisciplinary philosophy and partnering approach we espouse. Our approach and work with you in the past has reflected an interactive process in which we see ourselves as an important resource to those with whom we collaborate as evidenced through our work with a diverse body of clients and projects types.

Based upon our discussion and previous work with you in Weston, we believe the following breakdown of tasks reflects a fair and reasonable effort.

Development of a Kit of Parts

- Site Visit & Tour of City with Flapjack Creative
- Development of Conceptual plan to identify gateways, edges, road types, HOA identities, Old Village and I-94 Corridor Districts , open spaces, linkages and connections and incorporate "brand/imagery at each of these points.
- Meeting to review overall approach to City public realm identity & branding
- Preliminary Development of a Kit of Parts
    - Hierarchy of Signage – monument, marker, identification, street, banners
    - Fencing, walls, gateways & bollards
    - Site Furnishings
    - Lighting

- One Meeting to review refined approach and PRESENT preliminary kit of parts
- One Meeting with City Council to review progress
- Refinement of overall theme and incorporation into City marketing information
- Along with the Kit of Parts, develop a Schematic Village plan
- One Meeting to review prototype concept
- Refine concept as necessary
- PREPARE estimate of unit costs per element for planning purposes
- Final presentation of theme and overall branding approach to public realm

We look forward to coordinating our design efforts with your planning, zoning and engineering staff. The final document for which we will be responsible will be a flexible tool for your use with discussions with City Council, potential developers, staff and the community at large.

The total hourly not to exceed fee for the services outlined above is $27,500. Damon Farber's time is invoiced at $175 per hour. Tom Whitlock's time is invoiced at $150 per hour. Associates are billed at $125 per hour. Staff time is invoiced at an average rate of $115 per hour. Technical and administrative time is $95 per hour. Final Design and preparation of construction drawings and specifications, Bidding, Construction Administration and Meeting time will be invoiced on an hourly basis. Reimbursable expenses are billed at cost. Additional services, should they be requested, will be billed at our standard rates.

As you know, our goal is to arrive at responsive, resourceful and sensitive schemes that meet your needs. From our work with one another you know that we provide a site design discipline that incorporates a comprehensive practice and which addresses more than a cosmetic approach to planning and design.

Dean, we appreciate your consideration, and I will call you later this week to see if you have any questions.

Sincerely
Damon Farber Associates, Inc.

Tom Whitlock

Tom Whitlock, ASLA

S:\2012 Projects\12-138 Lake Elmo\Fee\Zuleger, Dean 9-5-12 - Public Realm Branding.doc

THE CITY OF LAKE ELMO

MAYOR AND COUNCIL COMMUNICATION

DATE: 10/16/2012
REGULAR
ITEM #: 10
MOTION

AGENDA ITEM: Conditional Use Permit – 11200 Stillwater Blvd. N.

SUBMITTED BY: Nick M. Johnson, City Planner

THROUGH: Dean A. Zuleger, City Administrator

REVIEWED BY: Planning Commission
Kyle Klatt, Planning Director

SUMMARY AND ACTION REQUESTED:

Mr. Aaron Koen is requesting a Conditional Use Permit (CUP) to practice therapeutic massage at 11200 Stillwater Blvd. N. Suite 204A. Under the Lake Elmo Zoning Ordinance, therapeutic massage is allowed as a conditional use in the General Business (GB) zoning district. The owner of the property, Mr. Dean Flackey, has signed the application as a co-applicant, demonstrating his support for the use.

BACKGROUND INFORMATION:

The building at 11200 Stillwater Ave N. is zoned GB and currently has several commercial tenants. These tenants operate personal service and office type businesses, including multiple insurance businesses.

The applicant currently is the owner/operator of Renew Recover Massage Therapy, located in Woodbury. Mr. Koen has noted that the proposed location in Lake Elmo is very desirable for his business. In addition, the applicant holds national certifications in massage therapy, as well as liability insurance (attached).

STAFF REPORT:

In evaluating the merit of a Conditional Use Permit application, Staff evaluates the proposed use against 5 criteria:

1. Effects on the health, safety, morals, convenience, or general welfare of surrounding lands.
2. Traffic and parking conditions.
3. Effects on utility and school capacities.
4. Effect on property values of the surrounding lands.
5. Effect of the proposed use on the Comprehensive Plan.

After evaluation of the proposed use against these criteria, Staff determined that all criteria were met. For a detailed report on the evaluation, please reference the attached Planning Commission report dated 10-10-12.

The Planning Commission held a public hearing on the proposed CUP on 10-10-12. There were no public statements made in support or against the proposed use. After the Planning Commission determined that all of the criteria for a CUP were met, they unanimously recommended approval.

In addition, the Planning Commission evaluated whether or not the CUP is an appropriate review mechanism for therapeutic massage. Based upon Staff recommendations, the Planning Commission determined that a licensing approach would be more appropriate. If the City wants to ensure that proposed therapeutic massage businesses have the appropriate amount of training and insurance, the City can include these requirements in a license and require renewal and review on an annual basis. In addition, the license also includes a background check of all applicants, thereby ensuring that these businesses are not operated by people with a criminal history. Finally, research completed by Staff found that most cities regulate therapeutic massage through licensing as opposed to a CUP. In order to proceed with this approach, the Planning Commission initiated a zoning text amendment to change therapeutic massage from a conditional use to a permitted use in the GB zoning district (§154.051). This will require a public hearing, which will be held at the Planning Commission meeting on November 14th. As the Planning Commission works through the text amendment process, Staff will draft a therapeutic massage ordinance to set the licensing requirements. Overall, the Staff feels that this approach will be a more effective means to ensure quality business practices associated with this use.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommends approval of the Conditional Use Permit by taking the following action:

> ***"Move to approve Resolution 2012-XX, approving the Conditional Use Permit at 11200 Stillwater Blvd. N. Suite 204A for therapeutic massage, as recommend by the Planning Commission."***

ATTACHMENTS:

1. Resolution 2012-XX
2. Planning Commission Report, 10-10-12
3. Application and Applicant Narrative
4. Therapeutic Massage Certifications
5. Applicant's Liability Insurance

SUGGESTED ORDER OF BUSINESS:

- Introduction of Item ..... City Administrator
- Report/Presentation ..... Planning Director
- Questions from Council to Staff ..... Mayor Facilitates
- Public Input, if Appropriate ..... Mayor Facilitates
- Call for Motion ..... Mayor & City Council
- Discussion ..... Mayor & City Council
- Action on Motion ..... Mayor Facilitates

CITY OF LAKE ELMO
WASHINGTON COUNTY
STATE OF MINNESOTA

RESOLUTION 2012-XX

A RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO ALLOW THERAPEUTIC MASSAGE AT 11200 STILLWATER BOULEVARD NORTH SUITE 204A

WHEREAS, Mr. Aaron Koen and Mr. Dean Flackey have requested a Conditional Use Permit at 11200 Stillwater Blvd. N. Suite 204A to locate a therapeutic massage business in the General Business (GB) zoning district.

WHEREAS, the Lake Elmo Planning Commission held a Public Hearing on October 10, 2012, and reviewed and recommended approval of the Conditional Use Permit to allow therapeutic massage based on the following findings:

1. The use would not negatively affect the health, safety, morals, convenience, or general welfare of surrounding lands.
2. It would not affect traffic or parking conditions given the use has existed on the site for over one year and staff is not aware of any complaints.
3. The use would have no effect on utility or school capacities.
4. The proposed use would have no effect on property values of surrounding lands.
5. The use would be consistent with the Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED that the Lake Elmo City Council hereby approves a Conditional Use Permit at 11200 Stillwater Blvd. N. Suite 204A to allow therapeutic massage.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LAKE ELMO THE SIXTEENTH DAY OF OCTOBER, 2012.

By: _____
Dean A. Johnston
Mayor

ATTEST:

_____
Sandie Thone
City Clerk

THE CITY OF
LAKE ELMO

City of Lake Elmo Planning Department
Conditional Use Permit Request

To: **Planning Commission**

From: Nick M. Johnson, City Planner

Meeting Date: **10-10-12**

Applicant: **Aaron Koen**

Owner: Dean Flackey

Location: **11200 Stillwater Blvd. N. Suite 204A**

Zoning: GB

Introductory Information

Requested Conditional Use Permit: The applicant is seeking to allow therapeutic massage at his proposed establishment, Renew Recover Massage Therapy, located at 11200 Stillwater Blvd N.

Property Information: There is not an existing CUP for the site as to staff's knowledge; the uses within the multi-tenant building are permitted.

Applicable Codes:

Section 300.06 Administration.

Subd 4. Conditional Use Permits. Outlines the general requirements for all conditionally permitted uses in Lake Elmo.

Section 150 Definitions

"Therapeutic Massage The process by which a practioner applies massage therapy techniques, and may apply adjunctive therapies, with the intention of positively affecting the health and well being of the client. The rubbing, stroking, kneading, tapping, positioning, causing movement and applying touch and pressure to the body. Adjunctive therapies may include (1) Application of heat, cold, water, mild abrasives, heliotherapy, topical preparations not classified as prescription drugs; (2) the use of mechanical devices and tools which mimic or enhance manual actions; and, (3) instructed self-care and management. Massage therapy shall not include techniques traditionally practiced by chiropractors. Therapeutic Massage shall be performed only by a person who has provided the City with proof of Professional Liability Insurance and/or National Certification." [sic]

Findings & General Site Overview

Site Data:	*Lot Size:* 1.5 acres *Existing Use:* Multi-tenant commercial building *Existing Zoning:* GB *Property Identification Number (PID):* 13-029-21-22-0016

Application Review:

Existing Conditions:	There are several commercial tenants at 11200 Stillwater Blvd. N., including offices of multiple insurance agencies and other businesses.

CUP Review:

The following review of the CUP application is for the therapeutic massage as proposed for the Renew Recover Massage Therapy business.

Reviewing this request requires that all general CUP criteria be examined. For these types of applications, the burden is on the City to show why the use should not be permitted due to impacts that cannot be controlled by reasonable conditions.

Impacts the City must review are as follows:

1. *Effects on the health, safety, morals, convenience, or general welfare of surrounding lands.*
2. *Traffic & Parking conditions.*
3. *Effects on utility and school capacities.*
4. *Effect on property values of surrounding lands.*
5. *Effect of the proposed use on the Comprehensive Plan.*

Conditional Use Permit Criteria:

1. *Effects on the health, safety, morals, convenience, or general welfare of surrounding lands.*

The property at 11200 Stillwater Blvd. N. has an existing multi-tenant building on the property and is utilized as a general business location. Other businesses at the site are State Farm Insurance, American Family Insurance, and other offices. The property to the west is occupied by Fury Motors car dealership. The property immediately to the east contains the Lake Elmo Pharmacy and Curves, among other users. Therefore, the users adjacent to the proposed business are consistent with a service business similar to the one proposed.

Therapeutic massage as defined by the city code shall be performed only by a person who has provided the city with proof of Professional Liability Insurance and/or National Certification. This assists the city in ensuring qualified professionals are employed. Mr. Koen has documented his liability insurance and national certification.

Therefore, Staff finds this criterion is met.

2. *Traffic & Parking conditions.*

There are currently 42 parking stalls located at 11200 Stillwater Blvd. The applicant has noted that his business generates at most 16 vehicles per day over the course of a 14 hour day of operation. The amount of traffic and parking associated with the proposed use would be consistent with the adjacent tenants located at 11200 Stillwater Blvd. N. **Therefore, Staff finds this criterion is met.**

3. *Effects on utility and school capacities.*

A therapeutic massage use may have minimal impacts on the existing utilities at the site. The utilities are already established for the site and would not be greatly impacted by this use.

The proposed use of therapeutic massage would have no impact on the school capacities. **Therefore, Staff finds this criterion is met.**

4. *Effect on property values of surrounding lands.*

The proposed therapeutic massage would be required as outlined in the definition, to provide the city with proof of Professional Liability Insurance and/or National Certification. These requirements assist the city in ensuring qualified professional services on the site.

Given the small scale of the service, the surrounding land values would not be depreciated due to this use. **Therefore, Staff finds this criterion is met.**

5. *Effect of the proposed use on the Comprehensive Plan.*

The property at 11200 Stillwater Blvd. N. is currently utilized for general business purposes. The Comprehensive Plan guides the property for general business use in the future. The City Code allows for such a use to be conditionally permitted on this site. **Staff finds this criterion is met.**

Conditional Use Permit Conclusions:

Based on the above analysis of the review criteria in City Code, Staff would recommend **approval** of the conditional use permit request to allow therapeutic massage at 11200 Stillwater Blvd. N. Suite 240A, based on the following:

1. The use would not negatively affect the health, safety, morals, convenience, or general welfare of surrounding lands.
2. It would not affect traffic or parking conditions on the site over the available capacity.
3. The use would have no effect on utility or school capacities.

4. The proposed use would have no effect on property values of surrounding lands.
5. The use would be consistent with the Comprehensive Plan.

Resident Concerns: Staff is not aware of any concerns surrounding the requested conditional use permit. According to the applicant's submittals, the property owner has signed the conditional use permit application, demonstrating his approval of the use.

Additional Information: *None*

Conclusion:

The applicants are seeking approval of the following conditional use permit application:

To allow therapeutic massage at Stillwater Blvd. N. Suite 240A

Staff Rec: **Staff is recommending approval** of the conditional use permit request to allow therapeutic massage at 11200 Stillwater Blvd. N. Suite 240A based on the following:

1. The use would not negatively affect the health, safety, morals, convenience, or general welfare of surrounding lands.
2. It would not affect traffic or parking conditions given the use has existed on the site for one year and no complaints were received.
3. The use would have little or no effect on utility or school capacities.
4. The proposed use would have no effect on property values of surrounding lands.
5. The use would be consistent with the Comprehensive Plan.

Approval Motion Template: To approve the request, you may use the following motion as a guide:

"Move to approve the requested conditional use permit for therapeutic massage at 11200 Stillwater Blvd. N. Suite 240A"

cc: Aaron Koen, Co-applicant
Dean Flackey, Co-applicant

Fee $ 1050.00

City of Lake Elmo
DEVELOPMENT APPLICATION FORM

- [ ] Comprehensive Plan Amendment
- [ ] Zoning District Amendment
- [ ] Text Amendment
- [ ] Flood Plain C.U.P. Conditional Use Permit
- [x] Conditional Use Permit (C.U.P.)
- [ ] Variance * (See below)
- [ ] Minor Subdivision
- [ ] Lot Line Adjustment
- [ ] Residential Subdivision Sketch/Concept Plan
- [ ] Site & Building Plan Review
- [ ] Residential Subdivision Preliminary/Final Plat
  - O 01 – 10 Lots
  - O 11 – 20 Lots
  - O 21 Lots or More
- [ ] Excavating & Grading Permit
- [ ] Appeal
- [ ] PUD

APPLICANT: Aaron Koen (Name) 3472 Cherry Ln unit B (Mailing Address) Woodbury MN 55129 (Zip)

TELEPHONES: (Home) (Work) 651-260-3378 (Mobile) (Fax)

FEE OWNER: Dean Flackey (Name) 532 old Hwy 35 (Mailing Address) Hudson Wi 54016 (Zip)

TELEPHONES: (Home) (Work) 612-328-6097 (Mobile) (Fax)

PROPERTY LOCATION (Address and Complete (Long) Legal Description): 11200 Stillwater Blvd Lake Elmo MN 55042 suite 204A Common Interest Community Number 162, Brookman Addition, Unit 104

DETAILED REASON FOR REQUEST: Opening a small scale massage practice for the purpose of providing therapeutic massage and associated bodywork. The location is highly desirable and in an ideal location, fitting perfectly into Aaron Koen's business plan.

*VARIANCE REQUESTS: As outlined in Section 301.060 C. of the Lake Elmo Municipal Code, the Applicant must demonstrate a hardship before a variance can be granted. The hardship related to this application is as follows:

In signing this application, I hereby acknowledge that I have read and fully understand the applicable provisions of the Zoning and Subdivision Ordinances and current administrative procedures. I further acknowledge the fee explanation as outlined in the application procedures and hereby agree to pay all statements received from the City pertaining to additional application expense.

[signature] 9/19/12
Signature of Applicant Date

Dean Flackey 9/19/12
Signature of Applicant Co - App. Date

Conditional Use Permit Proposal

Access roads and parking will only see, at most, a sixteen vehicle increase during the course of a fourteen hour operating day. Congestion due to Renew & Recover Massage Therapys' activities will not be detrimental to the area due to the low volume of clients generated by a small massage practice.

Renew & Recover Massage Therapy is a small scale massage therapy practice, owned by Aaron Koen. The practices of Renew & Recover Massage Therapy consist of therapeutic massage and associated bodywork, teaching active and passive stretching techniques, postural coaching and lifestyle adjustment to correct behavior causing muscular dysfunction. Due to the size of the desired location and the owners desire to maintain a small practice there will be no more than three massage therapists, in addition to the owner, on site. Infrequent chair massage events will be held on premises for clients who desire a group atmosphere. Renew & Recover Massage Therapy takes pride in maintaining professional operations and environment.

The proposed floor plan consists of two rooms, totalling roughly five hundred square feet, one as a greeting and waiting area with storage behind the half wall and the other as the space where massage therapy will be performed. Elevations of the space are consistently level and there is no elevation increase or decrease between the parking lot and proposed space. The proposed space is handicapped accessible.

NCBTMB

National Certification Board for Therapeutic Massage & Bodywork ®

Let it be known that

Aaron C. Koen

has demonstrated the fundamental knowledge required for competency in this profession and is hereby awarded the designation

Nationally Certified in Therapeutic Massage and Bodywork

Donna M. Feeley

Chair

Chair-Elect

National Certification Board for Therapeutic Massage & Bodywork — NCTMB — Nationally Certified in Therapeutic Massage & Bodywork

2008

Certified Since

11/18/2012

Expiration Date

565066-08

National Certification Number

07.23.08

Associated Bodywork & Massage Professionals

This certifies that

Aaron Koen

is a

Professional

member in good standing of Associated Bodywork & Massage Professionals.

ABMP members meet specific eligibility requirements pertaining to their level of membership based on training. All members are required to maintain the highest standards of professional conduct and strictly adhere to the ABMP Code of Ethics.

Member ID No.: 977248

Loyal Member Since: May 19, 2010

Expiration Date: June 20, 2013

Les Sweeney, NCTM, President

abmp

Certificate of Insurance

OCCURRENCE COVERAGE
ABMP In-Dues Liability Program

ABMP MAILING ADDRESS:
Associated Bodywork & Massage Professionals
25188 Genesee Trail Road
Golden, CO 80401

POLICY #: API-ABMP-12

MASTER POLICY HOLDER
Allied Professionals Insurance RPG

AGENT/BROKER
Allied Professionals Insurance Services

ISSUED BY:
Allied Professionals Insurance Company,
A Risk Retention Group, Inc.

LIABILITY LIMITS *(per member)*
COMMERCIAL GENERAL LIABILITY

ANNUAL AGGREGATE	$6,000,000
PER OCCURRENCE LIMIT	$2,000,000
PRODUCTS-COMP/OP	Included
PROFESSIONAL LIABILITY	Included
GENERAL LIABILITY	Included
FIRE LIABILITY LIMIT	$100,000

To verify information, contact ABMP. Tel: 303-674-8478 Fax: 303-674-0859

This Policy is issued by your risk retention group. Your risk retention group may not be subject to all of the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group. Coverage is afforded to person(s) named herein as Named Insureds according to the terms and conditions of the Policy to which this Certificate refers. No other rights or conditions, except as specifically stated herein, are granted or inferred.

COVERAGES
THIS IS TO CERTIFY THAT THE POLICY OF INSURANCE LISTED ABOVE HAS BEEN ISSUED TO THE INSURED NAMED BELOW. THE INSURED ACTIVE DATE LISTED BELOW APPLIES ONLY TO ELEMENTS OF COVERAGE CONTINUOUSLY IN PLACE SINCE THE INCEPTION OF THE NAMED INSURED'S POLICY. CHANGES TO COVERAGE ARE EFFECTIVE RETROACTIVELY ONLY TO THE DATE THE CHANGE WAS MADE. REPORT IN WRITING WITHIN 48 HOURS ANY & ALL CLAIMS OR INCIDENTS THAT YOU BELIEVE MAY RESULT IN A CLAIM, EVEN IF GROUNDLESS

This Certificate, along with the Policy to which it refers, is valid evidence of coverage extended to the Certificate Holder listed below.

CERTIFICATE HOLDER
(Active Registered Members are on file with the ABMP Membership Director.)

Member / Named Insured:	**Aaron Koen**
Membership I.D. #:	**977248**
Member/Policy Term Active:	**June 21, 2012**
Member/Policy Term Expires:	**June 20, 2013**
Total Member Cost:	**$199** **(ABMP Membership, including Member Liability Coverage)**
Issue Date:	**June 21, 2012**

Authorized Representative

CANCELLATION. The Company shall provide the Named Insured 90 days notice of its intent to cancel this policy for any reason other than failure to pay amounts when due. Should the Named Insured fail to pay amounts when due, the Policy shall be immediately and automatically canceled without further notice

ADDITIONAL INSURED: *(with Inception Date)*
Premier Fitness Inc. 03/25/12

Coverage is extended subject to all terms and conditions of the Policy

Rev. 1/12

THE CITY OF LAKE ELMO

MAYOR & COUNCIL COMMUNICATION

DATE: October 16, 2012
REGULAR
ITEM #: 11
MOTION

AGENDA ITEM: City of Lake Elmo Employee Handbook
SUBMITTED BY: Dean Zuleger, City Administrator

THROUGH: Mayor Dean A. Johnston

REVIEWED BY: Dean Zuleger, City Administrator

SUMMARY AND ACTION REQUESTED: The City of Lake Elmo has not comprehensively reviewed their personnel policies since 2004, opting to incrementally change the policies as needed. The staff has been working since the spring on the development of a comprehensive handbook that has been reviewed by legal counsel. Staff recommends adoption of the 2013 Employee Handbook as a baseline document for the human resource policy of Lake Elmo.

BACKGROUND INFORMATION: The 2004 Employee Handbook was deficient in matters concerning common practice, state and federal regulation, and benefits. The staff has used resources from the League of Minnesota Cities, other MN municipalities, and previously audited personnel policies to craft an Employee Handbook that clearly spells out the expectations and privileges of employees working for Lake Elmo. Specifically, items such as HIPPA, data practices, discipline, conduct, compensatory time, and wellness have been clearly delineated in an effort to keep our employees informed on the expectation of their employment.

STAFF REPORT: The City Administrator, Finance Director and Director of Public Works have constructed an Employee Handbook that addresses all of the current human resource policies current encountered by our staff. In addition, state and federal employee policy covered by HIPPA, FMLA, and EEOC have been included. The Employee Handbook has been audited by the City Attorney for compliance and propriety.

The Handbook makes the following material changes from the 2004 document:

- Columbus Days has been removed as a holiday;
- Compensatory time has been changed to require use and minimize staff shortage;
- Overtime and Call In Time have been narrowly defined to mitigate abuse;
- A Code of Conduct has been adopted to improve professionalism;
- Standard Operating Policies in the area of decorum and personal welfare have been defined;
- The Lake Elmo Benefit Package is defined and eligibility qualified;
- A Performance Review and Progressive Discipline process has been developed.

The Handbook is in a utility form recognizing that employment policy is fluid and changing, however, the document is current with the prescribed will of the City Council retroactive to circa 2004 unless dictated by state or federal law.

RECOMMENDATION

Based on staff research and analysis, it is recommended that the City Council:

"Approve the City of Lake Elmo Employee Handbook effective October 17, 2012 as the baseline personnel policy of the municipality. Further, the City Council affirms that the Employee Handbook be reviewed and modified as needed, but no less than (1X) per year, to keep the document relevant and compliant."

SUGGESTED ORDER OF BUSINESS:

- Introduction of Item ..... City Administrator
- Report/Presentation..... City Administrator
- Questions from Council to Staff ..... Mayor Facilitates
- Public Input, if Appropriate ..... Mayor Facilitates
- Call for Motion ..... Mayor & City Council
- Discussion ..... Mayor & City Council
- Action on Motion ..... Mayor Facilitates

CITY OF LAKE ELMO
WASHINGTON COUNTY
STATE OF MINNESOTA

RESOLUTION 2012-XX

A RESOLUTION APPROVING CITY'S PERSONNEL POLICY AND CODE OF CONDUCT

WHEREAS, The City of Lake Elmo believes success is primarily dependent upon employees and provides for the following goals; Recognize employees as an important part of the team, Provide a safe, efficient, and pleasant workplace, Establish and maintain a truly open door communications environment, Encourage high-quality service to our customers; and

WHEREAS, City employees require a personnel policy and employee handbook to establish and maintain a reasonable system for administration of all personnel matters except those matters covered by collective bargaining agreements; and

WHEREAS, the policy provides for guidelines and rules for the organization to work within.

NOW THEREFORE BE IT RESOLVED, The City of Lake Elmo City Council hereby adopts the City's Personnel Policy and Code of Conduct.

ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE SIXTEENTH DAY OF OCTOBER 2012.

By: _____
Dean A. Johnston
Mayor

(Seal)

_____
Sandie Thone, City Clerk

Current
clean

THE CIT'
LAKE ELMO

PERSONNEL POLICY

AND

EMPLOYEE HANDBOOK

(This policy and handbook supersedes all previous editions effective October 17, 2012)

THE CITY OF
LAKE ELMO

This Personnel Policy and Employee Handbook
Belongs To:

_____

CITY OF LAKE ELMO
EMPLOYEE HANDBOOK/PERSONNEL POLICY
TABLE OF CONTENTS

INTRODUCTION

Welcome 1
Our Commitment to the Community / Vision 1
Our Core Values 1
About This Handbook / Scope 3
Our Employment Philosophy 4
Lean Government 4
About Our Open Door Policy 4
Data Practices Policy 5
Employee Expectations 5

EMPLOYMENT POLICIES

Equal Employment Opportunity/Freedom from Harassment 5
Confidentiality 7
Conflicts of Interest 7
Reporting Workplace Wrongdoing 8
Employment Categories 10
Orientation Period 11
Seniority 11
Attendance and Punctuality 11
Inclement Weather Situations 12
Hours of Work 12
Personal Data Changes 12
Return to Work 13
Physical Fitness Policy 15
Employee Weapon's Policy 15

EMPLOYEE BENEFITS

Employee Benefits Overview 16
Holidays 16
Personal Time Off 17
Extended Illness Bank 18
Compensatory Time 19
Appointments for Family Illness 19
Family and Medical Leave 19
Bereavement Leave 20
Jury Duty 21
Military Leave 21
Specialty Leave 22
Health Insurance 23
Flex Benefit 23
Life Insurance 23

Dental Insurance 23
Disability Protection 24
Retirement Fund 24
Uniforms 25
Workers' Compensations Insurance 25
Employee Training 25
Education Reimbursement 25

TIMEKEEPING AND PAYROLL
Timekeeping 26
Paydays 26
Payroll Deductions 26
Direct Deposit 27
Overtime – Call in Time 27
Meeting Pay 28
Performance Evaluations 28
Schedule for Completing Performance Evaluations 28
Pay Reviews 29
Travel Allowance for Official Travel 29

EMPLOYEE CONDUCT
Employee Safety and Health 30
Disability-Procedure for Requesting an Accommodation 30
Smoking Control Policy 30
Drug and Alcohol Abuse 31
Nepotism 33
Supervisor/Employee Relationship 33
Announcement of Vacancies 34
Use and Safe Operation Of City Vehicles 34
Use of Personal vehicles 35
Use of Cellular Phone or Similar Device 35
Use of Telephone and Supplies 36
Electronic Media 36
Dress Code 40
Maintenance of Work Areas 40
Employee Conduct Guidelines 41
Anti-Retaliation Policy 42
Violence/Threats of Violence Policy 43
Investigating Alleged Misconduct and Performance Problems 45
Disciplinary Actions 47
Employment Termination 50

EMPLOYEE ACKNOWLEDGEMENT FORM 51

INTRODUCTION

WELCOME

We are pleased you have decided to become a member of our team at the City of Lake Elmo. There are many benefits to working for the City, and we hope your association with us will be challenging, rewarding, and interesting.

OUR COMMITMENT TO THE COMMUNITY:

To provide quality public services in a fiscally responsible manner while preserving the city's open space character.

OUR VISION FOR THE FUTURE:

The City of Lake Elmo commits to building on its heritage, while enhancing a high quality of life for all of its citizens. We pledge to work in collaboration with our residents and business community to foster pride, develop a vibrant, diverse economy, thoughtfully plan for the future, and to preserve and enhance our natural, open space environment.

OUR CORE VALUES:

1. ETHICS AND INTEGRITY
We believe that ethics and integrity are the foundation of public trust and confidence and that all meaningful relationships are built on these values.
2. VISIONARY LEADERSHIP AND PLANNING
We believe that the very essence of leadership is to be visionary and innovative while planning for the future.
3. EXCELLENCE AND QUALITY IN THE DELIVERY OF SERVICES
We believe that service to our residents is our reason for being and commit to delivering services in a professional, cost-effective, and efficient manner;
4. FISCAL RESPONSIBILITY
We believe that fiscal responsibility and prudent stewardship of public funds, both short term and long term, are essential for citizen confidence in government.
5. OPEN AND HONEST COMMUNICATION
We believe that open and honest communication is paramount for an involved citizenry and fosters a positive working environment for employees.
6. RESPECT FOR THE INDIVIDUAL
We believe that citizens we serve are to be treated with the utmost respect and deserve the best treatment the city can provide.
7. THOUGHTFUL COMMUNITY BUILDING
We believe in the development of our community through thoughtful, careful planning that is communicated in a positive manner that enhances the process.
8. PROFESSIONALISM
We believe that continuous improvement and innovation is the mark of a professional organization, and we are committed to applying this principle to the services we offer and the development of employees.

Our goal is to provide high-quality service to our customers in a friendly, efficient, and ethical manner. Our continuing success depends largely on the high degree of concern we have for our customers, our professionalism, and efficiency. We want and need your input on how to improve our service, as well as how to make the City of Lake Elmo an even better place to work. Your participation and involvement are welcomed.

We have a very strong commitment to achieving excellence in the service we provide. This includes not only the work we do, but also the accuracy with which we do it. In order to maintain this level of service, each of us must be flexible in performing a variety of work and in working occasional odd hours when necessary. When we all pitch in and help, we all benefit.

Everyone at the City of Lake Elmo plays an important role in our continuing success. We are counting on each of you to put forth your best effort for our customers, taxpayers, business partners and one another.

This employee handbook has been developed to keep you informed about the various policies and procedures that affect your work life with us. Read these pages carefully and keep this handbook readily available as it answers many of the questions that typically arise.

Sincerely,

The Lake Elmo City Council

ABOUT THIS HANDBOOK

The purpose of the personnel policy and employee handbook is to establish and maintain a reasonable system for administration of all personnel matters except those matters covered by collective bargaining agreements. The City Administrator will administer these procedures. The City Administrator may delegate the responsibility of assisting in the administration of these personnel policies and procedures. These policies and procedures will be updated periodically upon the recommendation of the City Administrator to the Personnel Committee. The Personnel Committee will then give its recommendation to the City Council for appropriate action. The City retains the right to change, revise, or discontinue any of the policies and/or benefits described in this handbook.

This handbook cannot anticipate every situation or answer every question about employment. It is not an employment contract and does not create contractual obligations. It can be modified or amended at anytime by the City Council.

This employee handbook is not a contract guaranteeing employment for any specific duration. Although we hope your employment relationship with us will be long-term, either you or the City may terminate this relationship at any time, for any reason. No oral statements by Department Heads or Management or Council can alter this disclaimer, create a contract, or modify the at-will status of the employee. Only the City Administrator or the City Council has the authority to create an employment contract, and such contract must be in writing and signed by the appropriate parties to be valid.

This handbook is intended to apply to all City of Lake Elmo employees. Employees employed under individual contract or a collective bargaining unit with the City may have provisions within their personal contract that modify or deviate from the provisions contained herein.

No portion of this handbook should be disclosed to others except City employees and those affiliated with the City whose knowledge of the information is required in the normal course of business.

If you are aware of or personally subjected to workplace wrongdoing, such as harassment, violence, discrimination, theft, etc. you are strongly encouraged to discuss this with your Department Head, City Clerk/HR Director or City Administrator.

If you have any concerns or suggestions related to this handbook, you are encouraged to discuss them.

SCOPE

These policies apply to all employees of the City. Except where specifically noted, these policies do not apply to:

1. Elected Officials;
2. City Attorney;
3. Members of City Boards, Commissions and Committees;
4. Consultants and Contractors;
5. Volunteers, except as specifically noted for paid per-call-firefighters.

If any specific provisions of the Personnel Policies conflict with any current union agreement or civil service rules, the union agreement or civil service rules will prevail. Any policy or potion thereof, that

does not conflict with a labor agreement, will remain in full force and effect and will continue to govern the actions of all covered employees. Nothing in these policies is intended to modify or supersede any applicable provision of state or federal law.

Departments may have special work rules deemed necessary by the supervisor and approved by the City Administrator for the achievement of objectives of that department. Each employee will be given a copy of such work rules by the department upon hiring and such rules will be further explained and enforcement discussed with the employee by the immediate supervisor.

OUR EMPLOYMENT PHILOSOPHY

Our personnel policies are based on the belief that our success is primarily dependent upon our employees. Our goal is to:

- Recognize you as an important part of the team.
- Provide a safe, efficient, and pleasant workplace.
- Establish and maintain a truly open door communications environment.
- Encourage high-quality service to our customers.

LEAN GOVERNMENT

The City of Lake Elmo employs lean management strategies that are designed to maximize efficiency and reduce costs. In an effort to achieve these goals the City (from time to time) will require the cross utilization of employees in all departments to complete work. This cross utilization includes snow removal, utility emergencies, clerical mailings and other work deemed necessary for the use of any and all personnel.

OPEN DOOR POLICY

We are committed to promoting and practicing an open door attitude among all employees. We recognize that whenever a group of people work together, there may be some differences of opinion and problems that occasionally arise.

If you have a question, concern, or problem related to your employment or you are having a problem with a co-worker, you are strongly encouraged to openly and honestly discuss the situation directly with your Department Head, City Clerk/HR Director, or City Administrator as soon as an issue or problem arises. You are not required to confront the person who is the source of the problem/conflict or closely associated with the person who is the source of the problem. We want and need your involvement and participation in problem solving. Nursing a concern in silence or discussing it with other employees who don't have the authority to resolve it can be very frustrating; we cannot work towards correcting a problem we do not know about.

DATA PRACTICES ADVISORY

Employee records are maintained in a location designated by the City Administrator. Personnel data is kept in personnel files, finance files, and benefit/medical files. Information is used to administer employee salary and benefit programs, process payroll, complete state and federal reports, document employee performance, etc.

Employees have the right to know what data is retained, where it is kept, and how it used. All employee data will be received, retained, and disseminated according to the Minnesota Government Data Practices Act.

WHAT IS EXPECTED OF YOU

Because we are very customer service-oriented, we need you to be committed to our way of doing business. We expect you to:

- ***Give high-quality service to our customers.*** They are what make the City operate and provide the means for all of us to make a living. Customers are to be treated with the utmost respect, courtesy, promptness, cooperation, friendliness, and confidentiality.

- ***Do your job well.*** You were hired because of your skills and abilities in certain areas. We need you to be at work on a regular basis, understand and perform your job well, continue to improve your skills, and be constantly thinking of ways to do your job better.

- ***Help make this a good place to work.*** Each one of us is part of what we call our work environment and thus have an impact on our coworkers and how they feel about working here. By cooperating with each other, finding ways to help out even when not asked, knowing and respecting each other's strengths and weaknesses, and treating each other with courtesy, we can each do our part to make this a pleasant and rewarding place to work.

EMPLOYMENT POLICIES

EQUAL EMPLOYMENT OPPORTUNITY/ FREEDOM FROM HARASSMENT

We are an equal opportunity employer. All employment decisions are based on merit, qualifications, and competence. Our employment practices are not influenced or affected by an applicant's or employee's race, color, religion, gender, sexual orientation, national origin, age, veteran status, disability, or any other characteristic protected by law. This policy governs all aspects of employment, promotion, assignment, discharge, and other terms and conditions of employment. It is also our policy to comply with applicable laws providing for non-discrimination in employment against qualified individuals with disabilities. An employee who believes he or she may require an accommodation should contact his or her Department Head, City Clerk/HR Director or the City Administrator.

We are committed to providing a work environment that is free of discrimination and harassment. In keeping with this commitment, we do not tolerate harassment of our employees by anyone, including any Department Heads, coworkers, vendors, or customers.

Harassment is defined as unwelcome conduct (verbal or physical), actions, words, jokes, or comments based on an individual's protected status such as gender, sexual orientation, color, race, ethnicity, age, religion, disability, marital status, or any other legally-protected characteristic. We will not tolerate harassing conduct that affects job benefits, that interferes unreasonably with an employee's work performance, or that creates an intimidating, hostile, or offensive work environment.

Sexual harassment deserves special attention. Sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct based on sex constitute sexual harassment when:

- Submission to such conduct is made a condition of employment.
- Submission to or rejection of such conduct is used as a basis for employment decisions.
- Such conduct unreasonably interferes with an individual's work performance or creates a hostile, intimidating, or offensive work environment.

Examples of sexual harassment include, but are not limited to:

- Repeated offensive sexual flirtations, advances or propositions.
- Innuendoes, suggestive comments, sexually oriented kidding, jokes about gender-specific traits, foul or obscene language or gestures.
- Displays of foul or obscene printed or visual material.
- Unwelcome and unnecessary physical contact, such as patting, pinching, or brushing against another's body.

All employees are responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise. If you feel you have experienced or witnessed harassment, notify your Department Head, City Clerk/HR Director or the City Administrator immediately.

Every reported incident of employee harassment is thoroughly investigated, with respect for the confidences and sensitivities of the situation. If it is determined that harassment has occurred, appropriate disciplinary action will be taken, up-to and including discharge.

We prohibit any form of retaliation against any employee for filing a bona fide complaint under this policy or for assisting in a complaint investigation.

Unprofessional or disrespectful behavior, even if not rising to the level of harassment will not be tolerated.

Employees should recognize that making false or bad faith accusations of discrimination or harassment can have serious consequences for those who are wrongly accused. City of Lake Elmo prohibits deliberately making false and/or malicious allegations of discrimination or harassment, as well as deliberately providing false information during an investigation. Anyone who violates this rule is subject to disciplinary action, up to and including termination.

You are not required to directly confront any person who is the source of the problem or closely associated with the person who is the source of the problem. Instead, you may utilize any of the other various avenues of internal complaint. You are required to make reasonable effort to bring forward any allegations of unlawful discrimination or harassment so the City may stop such wrongdoing and prevent future occurrences.

Even conduct that is intended to be innocent may still constitute sexual harassment if it falls within the terms of this policy. If any employee expresses concern that your behavior may have violated this policy, please respect his/her concerns. Regardless of your intent, how others interpret you behavior is important.

This policy is not meant to interfere with or discourage friendships among employees. However, employees must be sensitive to acts or conduct that may be considered offensive by others.

The City will make every effort to ensure that those named in a complaint, or are too closely associated with those involved in the complaint; will not be part of the investigative team or efforts.

The City can, it its discretion, utilize a neutral third-party investigator to address discrimination or harassment allegations.

Please refer to the Open Door Policy at the beginning of this handbook for reporting procedures.

CONFIDENTIALITY

During your employment, as well as subsequent to your employment, you will not disclose any confidential information or records to individuals either within the City of Lake Elmo or others outside the City of Lake Elmo unless this information is subject to the Data Practices Act. Any confidential information you may have in your possession when your employment at the City of Lake Elmo ends must be returned immediately.

Any current or former employee improperly discloses private or non-public data may be subject to disciplinary action up-to and including discharge and legal action.

CONFLICTS OF INTEREST

The City of Lake Elmo's policy is to conduct business ethically and to avoid conflicts of interest or even the appearance of such conflicts. Our employees have an equal obligation to avoid conflicts of interest.

Employees are expected to report conflicts of interest to their Department Head, City Clerk/HR Director or City Administrator immediately upon discovery or suspicion of the conflict. Examples of conflicts of interest are listed below (but are not limited only to these items):

- You have an outside business that is a purchaser or supplier of goods or services to the City;
- An outside business involvement or employment which interferes with your ability to devote full attention to your responsibilities at the City (moonlighting);

- A relative of yours (or a person with whom you have a significant relationship) is employed by or has business interest in organizations which competes with the City;

- Purchase inducements from vendors that benefit you personally (directly or indirectly) or are unauthorized or questionable in nature.

Notify your Department Head immediately if these or similar situations happen in the course of your employment at the City. Each situation will be reviewed on its merits, and you, where permitted, will be notified of decisions made or actions to be taken. Not reporting a real or potential conflict of interest is a serious matter and can be cause for discipline up-to and including discharge and legal action.

REPORTING WORKPLACE WRONGDOING

The City of Lake Elmo provides guidelines for reporting alleged workplace wrongdoing, prohibits retaliation, and provides procedures for reporting retaliation should it occur.

The City of Lake Elmo is committed to ensuring its operations are ethical, honest, and lawful. City employees are expected to support compliance with applicable City policies and procedures, as well as laws and regulations. Employees have a responsibility to report and to assist in investigations regarding:

- Illegal or fraudulent activity
- Financial misstatements, accounting, or auditing irregularities
- Conflicts of interests, dishonest, or unethical conduct
- Violations of the City's conflict of interest policies
- Violations of other laws, rules, or regulations

The City expects that all reports of such potential wrongdoing will be made in good faith and that employees will be cooperative and truthful during the course of any related investigations.

Individuals may report allegations orally or in writing to the City Clerk/HR Director. An employee may also report potential wrongdoing to the City Administrator, the City Council or his or her supervisor or to some other appropriate official. That supervisor/official will take appropriate action to resolve the problem or report the allegation to the appropriate party. Because laws, regulations, policies and procedures span a broad array of areas the office which ultimately responds to the issue will vary.

Employees reporting potential wrongdoing are encouraged to communicate their information in writing. Clearly stating the facts with relevant detailed information enables a thorough investigation. Details should include a description of the issue, who was involved, and the dates of occurrence. Employees should report concerns promptly as delays in reporting can result in the loss of evidence or cause information to become stale, hampering the investigation, and potentially preventing the City from resolving the allegation. As part of a thorough investigation, appropriate City personnel may need to interview those who report wrongdoing.

Confidentiality will be maintained to the extent possible within the limitations of law, policy, and the legitimate needs of the investigation. The identity of the person reporting possible wrongdoing will be made known only to City personnel who have legitimate needs to know. Release of the reporting person's identity may be required pursuant to a subpoena or other circumstance required by law. In addition, those employees reporting possible wrongdoing should be aware that their public testimony might be

needed. The City will not be obligated to maintain the confidentiality of someone who has already disclosed his or her identity.

The City prohibits retaliation against anyone who in good faith reports or participates in an authorized investigation of an illegal act.

Unlawful retaliation is any action taken by the City or an employee that would be materially adverse to a reasonable employee and that is harmful to a point that the action might dissuade a reasonable employee from making or supporting a charge of an illegal act.

If an employee believes that he or she has been the subject of retaliation, the employee may contact the City Clerk/HR Director or their own direct supervisor.. Typically the complaint must be in writing and include the following:

- Complainant's name and contact information, including address, telephone number, e-mail address, if applicable
- Name of the person directly responsible for the alleged retaliation
- Date, place, and nature of the alleged retaliation
- Detailed description of the specific conduct that is alleged to constitute retaliation
- Copies of pertinent documents
- Names of any witnesses
- Complainant's signature and date of filing and any other relevant information

As the following types of communications make thorough investigation and resolution difficult, the City discourages these informal means of communication in favor of the more thorough communications noted above.

- Oral allegations
- Anonymous communications
- Courtesy copies of correspondence or a complaint filed with others
- Inquiries that seek advice or information only

Special Reporting Requirements

When the supervisor is perceived to be the cause of a disrespectful workplace behavior incident, a report will be made to the City Administrator who will assume the responsibility for investigation and discipline.

If the City Administrator is perceived to be the cause of a disrespectful workplace behavior incident, a report will be made to the City Attorney who will confer with the Mayor and City Council regarding appropriate investigation and action.

If a Council Member is perceived to be the cause of a disrespectful workplace behavior incident involving City personnel, the report will be made to the City Administrator and referred to the City Attorney who will undertake the necessary investigation. The City Attorney will report his/her findings to the City Council, which will take the action it deems appropriate.

Pending completion of the investigation, the City Administrator may at his/her discretion take appropriate action to protect the alleged victim, other employees, or citizens.

Confidentiality
A person report or witnessing a violation of this policy cannot be guaranteed anonymity. The person's name and statements may have to be provided to the alleged offender. All complaints and investigative materials will be contained in a file separate from the involved employees' personnel files. If disciplinary action does result from the investigation, the results of the disciplinary action will then become a part of the employee(s) personnel file(s).

Should such informal communications be received, the City will take whatever actions it determines appropriate given the particular facts and circumstances.

If the City determines that an employee has experienced retaliation, the City shall take appropriate corrective action.

Protection does not apply to an employee who files a report or provides information that he or she knows to be false. An employee who knowingly makes false accusations or gives false information during an investigation may be subject to disciplinary action, up to and including termination of employment.

EMPLOYMENT CATEGORIES

Employees belong to one of the employment categories described below:

Regular full-time employees are regularly scheduled to work 40 or more hours per week with a maximum of 40 hours unless overtime is required and approved. They are eligible for the full benefit package (health insurance, flex benefit, life insurance, dental insurance, and retirement fund), subject to the terms, conditions, and limitations of each benefit program as outlined in plan documents and benefit policies in this handbook.

Regular part-time employees are scheduled to work less than 40 hours per week. Hours may vary widely from week to week, depending on the needs of the business at the time. Part-time employees are not eligible for the benefit package (for a list of benefits see regular full-time employee noted above).

Temporary employees are hired to work for a specified period of time such as during a particularly busy period, or for the summer or to work with us on an as needed basis. Hours may vary widely from week to week, depending on the needs of the City at the time. Temporary employees are not eligible for the City of Lake Elmo's benefits (for a list of benefits see regular full-time employee noted above).

In addition to the categories outlined above, each job is designated as either **exempt** or **nonexempt** from the Federal Fair Labor Standards Act and state Wage and Hour Laws.

Exempt: Employees in exempt positions are paid on a salary basis, are excluded from specific provisions of federal and state wage and hour laws, and are not eligible for overtime pay.

Nonexempt: Employees in nonexempt jobs are paid on an hourly basis and are entitled to overtime pay for **hours worked** in excess of 40 hours in a workweek.

ORIENTATION PERIOD

The orientation period will be six (6) months for all new employees. Prior to completion of this orientation period, employees may be dismissed with or without cause by written notice.

All promotions, transfers, and reappointments will be subject to a six (6) month orientation period. During this orientation period employees will continue to be considered regular full-time employees, will accrue seniority and will be protected in discharge procedure as other regular full-time employees.

Successful completion of this orientation period does not guarantee continued employment with the City or change the at-will status of your employment.

SENIORITY

Seniority means the length of an employee's continuous service with the City. An employee who has not completed the initial orientation period will not be considered to have seniority and will not be considered a permanent employee.

An employee's continuous service record (seniority) will be broken only by voluntary resignation, discharge for just cause, or retirement. However, if an employee returns to work in any capacity within one (1) year, the break in continuous service will be removed from their record, and the employee will begin accruing seniority without loss of previous accrual (not to include the period of leave or separation.)

For the purpose of this clause, seniority will only be used to determine the order of offering overtime and call-in time. Seniority is not used as a decision-making tool for the elimination or retention of employees unless otherwise specified.

ATTENDANCE AND PUNCTUALITY

Our successful operation in large part depends on the regular attendance of each of our employees. Your job is important. We need you to be reliable and punctual in reporting for scheduled work.

Unscheduled absenteeism and tardiness, whatever their causes are disruptive and place a burden on your fellow employees and our customers. It also makes it difficult for us to operate efficiently, which affects our cost-effectiveness. Since satisfied customers provide us with our jobs, regular attendance and being ready to work at your scheduled starting time (not just coming in the door or getting ready to start work) are simple ways for you to help maintain our commitment to quality and service.

If you will be unavoidably late to work or absent, please call your Department Head(s) at least 30 minutes before but no later than 30 minutes after your scheduled starting time. Check with your Department Head(s) when you arrive and record the time you actually start working on your time sheet. If you will be absent, make sure your Department Head(s) knows about any customer(s) you are currently working with and what other things need to be taken care of during your absence.

Please contact us each day you will not be able to work. We may require a doctor's excuse for absences of three or more consecutive days.

Poor attendance and excessive tardiness will have a negative impact on your performance evaluation and on consideration for pay increases and promotions and may result in disciplinary action, up-to and including discharge.

Any employee who does not report to work and does not notify us within 3 working days after the start of his/her scheduled shift will be considered to have voluntarily terminated his or her employment with us.

INCLEMENT WEATHER SITUATIONS

Employees are expected to report to work at their regularly scheduled time regardless of weather conditions. Any employee experiencing difficulty in complying with this directive will call and advise their immediate Supervisor of the problem. The Department Head and/or the City Administrator will not pay employees failing to appear for work for the hours missed, but may exercise the option of using vacation or personal time as approved. If the employee is unable to contact the Supervisor, the employee will leave the message with the Administrative Assistant or whomever else the employee is able to contact in the Department.

City buildings will not close in inclement weather. Offices and Departments must maintain at least the minimum staff required to provide essential services to the public. Department Heads/Supervisors will determine who may be allowed to leave during inclement weather situations.

HOURS OF WORK

A workday will begin at the execution of the appropriate check-in procedure. An employee may be relieved of his duty at the end of the work period. The Department Head shall determine the work period.

Individual employee work hours may vary based on scheduling needs and services provided. The Department Head(s) will tell you when your work schedule will normally begin and end.

PERSONAL DATA CHANGES

It is your responsibility to notify the City Clerk/HR Director of any changes in personal information. If any of the following information changes, please report it to the City Clerk/HR Director as soon as possible:

- Name
- Home Mailing Address
- Telephone Number
- Marital Status
- Number and Names of Dependents
- Number of Tax Exemptions
- Insurance Classification
- Emergency Contacts
- Educational Accomplishments
- Beneficiary Changes

Please do not assume that we know when these changes occur. Failure to keep us advised of personal data changes may have a significant impact on your benefits and our ability to contact you or a family member in the event of an emergency.

RETURN TO WORK

1. **Generally.** The City of Lake Elmo's Return to Work policy may provide a temporary modified assignment, if such assignments are available, for employees who have suffered a workplace injury or a non-work injury or illness and as a result are not immediately able to return to full duty. The goal of the Return to Work policy is for the City to work with injured/ill employees and the employee's physician to transition the employee back to full, unrestricted duty.

2. **Workplace Injuries/Illnesses.** Employees who suffer a job-related injury or illness within the scope of employment and who are determined by their physician to be unable to return to full duty on their next scheduled work day shall qualify for a temporary modified assignment. An employee injured within the scope of employment who is not returned to full duty by their physician on their next scheduled work day shall:

   a. Report the injury to their Department Head;
   b. Immediately after receiving medical care, contact their Department Head and provide the Department Head with all documentation from the treating physician, which must include a diagnosis of the injury and a list of physical restrictions;
   c. Meet with their Department Head in conjunction with City Clerk/HR Director to discuss the terms and conditions of a temporary modified assignment within the restrictions outlined by their physician; and
   d. Report to work under the terms and conditions of the modified duty position offered.

3. **Non-Workplace Injuries/Illnesses.** Employees who are injured outside the scope of their employment, or who incur a non-work related illness may also qualify for temporary modified assignment. The purpose of this temporary modified assignment is to assist employees with serious non-work related injuries or illnesses to transition back to full-duty. This temporary modified assignment is not available to employees with illnesses or injuries which will keep them off work for less than 14 calendar days, or to employees whose physicians cannot provide an estimated date of return to full duty. To qualify hereunder, the employee must:

   a. Have sustained a non-work related injury or illness which has rendered the employee unable to perform all of the essential functions of the employee's position for a period of not less than 14 calendar days; and
   b. Request a temporary modified assignment by contacting their Department Head and providing all medical information by their physician to include the nature of the injury of illness, anticipated return to full-duty, and specific limitations.

3. **Agreement.** Prior to the employee's start date in the modified duty position, the employee will be scheduled to meet with their Department Head and sign a Return to Work Temporary Modified Duty Agreement. The agreement will include at a minimum the following:

   a. A specific start and stop date for the modified duty assignment. These dates will be, in part, based on information provided by the physician relative to the nature of an employee's condition and the anticipated recuperation time. The time an employee may remain on a modified duty assignment shall be determined at the discretion of the Department Head on a case by case basis.
   b. Reporting requirements relative to the progress of prescribed treatment and the frequency of those reports;

c. Specific treatment ordered by the physician; and

d. A specific listing of limits established by the physician which may include, but is not limited to:

1. Limits in the number of hours per day the employee can work;
2. Climbing limitations (ladders, steps, etc.);
3. Limitations in the use of equipment;
4. Walking and/or standing limitations;
5. Stooping and/or twisting limitations;
6. Lifting limitations both for weight and height, as well as frequency;
7. Pushing and/or pulling limitations.
8. Specific steps developed in the conjunction with the physician to "condition" the employee so that they can return to their position as quickly as possible. An example of a conditional objective may be to gradually increase the number of hours per day an employee works or gradually increase the number of days per week the employee participates in normal job duties versus transitional work.

e. The Department Head will re-evaluate the physical restrictions from time to time to ensure the employee does not exceed the requirements set by the attending physician.

5. **Refusal to Participate-Workplace Injury.**

Should an employee with a workplace injury or an employee with a non-Workplace injury decline an approved modified duty position, the City will deduct the time from the employee's extended disability leave account.

6. **Guidelines. While on a modified duty assignment, employees will:**

a. Not be eligible for overtime

b. Be assigned to perform duties the employee is capable of performing in the department where such work is available, as determined by the Department Head. Fire Department employees will only be assigned duties within their Department.

c. Be paid the compensation the employee would have received had they continued to perform their regular duties.

d. Fire Department employees on temporary modified duty assignment shall not be assigned to work on units which will be responding in an emergency mode, firefighting, aerial or engine operations, EMS or ambulance duty or any other emergency operations or duties. Fire Department employees on temporary modified duty assignment may be assigned to support roles on emergency scenes after traveling to the scene in a non-emergent mode. Examples: Radio Communications, Safety Officer, research, PIO, obtaining additional resources, etc.

e. Fire Department Employees assigned to a temporary modified duty assignment shall report to work on their regularly scheduled shift day and work according to their regularly assigned schedule as outlined in their collective bargaining agreement.

f. Fire Department Employees may request assignment to a 40-hour workweek. If the employee is assigned to a 40-hour workweek and works less than 40 hours, only the difference between 40 hours and the hours actually worked will be deducted from their extended disability/sick leave accrual.

7. **Number of modified duty Assignments.**

The availability and number of modified duty assignments available in a department shall be determined by the Department Head in conjunction with the Administrator. When considering a modified duty assignment for an employee, priority shall be given to employees who have suffered workplace injuries.

For the Fire Department at least two employees will be allowed on temporary modified duty assignment at any one time for off-duty injuries. The availability and number of additional modified duty assignments available in the department shall be determined by the Department Head in conjunction with the Administrator. When considering an additional modified duty assignment for an employee, priority shall be given to employees who have suffered workplace injuries.

PHYSICAL FITNESS & WELLNESS POLICY

The purpose of this policy is to have a meaningful physical fitness and wellness program for all City employees. Fire Department employees will work out, while on duty, for a one hour time period during their shift. All other full time and part time employees of the City may work out during their off time.
General Information:

Exercise is a planned or structured movement, repetitive in nature. It is intended to improve or maintain one or more of the following components of physical fitness:

- Cardio-respiratory fitness
- Muscular Strength
- Muscular endurance
- Flexibility
- Body Composition

The City of Lake Elmo is happy to provide its employs with comprehensive health insurance coverage. In turn, employees are expected to keep themselves healthy and fit to mitigate workplace absences and decreased productivity due to health-related issues.

EMPLOYEE WEAPONS POLICY

Except as hereinafter described, possession of firearms or other weapons at the workplace, in City owned vehicles or during the course of performing job duties is prohibited. The exceptions to this prohibition are as follows:

1. Law enforcement officers with weapons or firearms as approved by the Chief of Police.

2. Weapons for which the employee is licensed or permitted per Minnesota Law may be stored in the employees own motor vehicle, but only if the vehicle remains locked while the vehicle is parked on City property and while the vehicle is otherwise unattended and unoccupied and the employee is performing duties in the course of his or her employment.

EMPLOYEE BENEFITS OVERVIEW

We strive to provide equitable and cost-effective benefits for our employees. Employees should recognize that the total cost to provide a benefit is a significant supplement to their pay and should therefore be viewed as additional compensation, paid in the form of a benefit.

The benefit information contained in this handbook is divided into several policies. Each describes a separate benefit area. Together, these policies make up a reference that should answer most of your questions. But you may, at some time, have a question or encounter a situation that is not covered within this handbook. If you need individual help, contact the City Clerk / HR Director.

Many of your benefits are based on legal documents and contracts you may examine at your leisure. We have tried to stay away from technical and legal terms to provide you with benefit information that is genuinely helpful. You should understand, however, that plan contracts and legal documents, **NOT THIS HANDBOOK**, govern your benefits.

We reserve the right to change, add, eliminate, or modify any employee benefits. Employees will be notified of such changes.

Upon hire, the City Clerk / HR Director will provide information describing health, dental, and life insurance, and pension in more detail.

HOLIDAYS

The City is closed on the following (11) holidays:

- New Year's Day
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Eve
- Christmas Day

All regular full-time employees are eligible for holiday pay upon hire.

When a recognized holiday falls on a Sunday, the following Monday is normally recognized as the legal holiday. If a holiday falls on a Saturday, the Friday preceding will be the paid holiday. If a paid holiday falls during your scheduled vacation period, holiday pay will be provided and you will still have the vacation day to use.

Holiday pay will not be paid if the employee is absent the scheduled day before or scheduled day after the holiday, unless approved by their Department Head.

Holiday pay is calculated based on your regular rate of pay. If an employee is requested to work on a holiday they will receive the eight-hours of holiday pay, plus time and one half for the hours worked.

Employees on approved leave of absences are ***not*** eligible for holiday pay.

PERSONAL TIME OFF (PTO)

Personal Time Off (PTO) is authorized absence from duty.

Regular full-time employees and regular part-time employees are eligible for Personal Time Off (PTO). Employees may not use Personal Time Off until successful completion of their probationary period, although Personal Time Off accumulates during this time. Personal Time Off for regular part-time employees shall be pro-rated.

The following chart provides information regarding Personal Time Off. Years of service are calculated from the anniversary date of employment.

PERSONAL TIME OFF SCHEDULE

Completed Years of Service	Personal Time
0-5	5 hours bi-weekly
5-10	6.5 hours bi-weekly
10-15	8 hours bi-weekly
15 and over	9.5 hours bi-weekly

Employees with 20 or more years of completed service as of January 1, 2004, shall accrue Personal Time Off at a rate of eleven (11) hours bi-weekly.

Benefit year for Personal Time Off is April 1st through March 31st. A maximum of 240 hour s of Personal Time Off may be carried over from benefit year to benefit year. Carry-over beyond 240 hours of Personal Time Off may be made under special circumstances with written approval from the City Administrator.

All employees must receive permission from the department supervisor or City Administrator at least ten (10) working days prior to taking Personal Time Off when Personal Time Off is to extend for a period of more than three (3) consecutive days. If three (3) consecutive days of unscheduled Personal Time Off are used, the supervisor shall make an inquiry into the employee's absence, and the employee shall cooperate in authorizing the supervisor to obtain any necessary medical, hospital or other records that validate the unscheduled absence. If the Personal Time Off is to be for eight (8) hours or less, permission will be granted without notice if their supervisor feels that City services will not be adversely affected. Personal Time Off scheduling for departmental employees is the responsibility of the department managers. No employee will be permitted to use Personal Time Off for the purpose of receiving double pay.

Any employee leaving the service of the City in good standing will be compensated 100% for Personal Time Off accrued, not to exceed 240 hours, to the day of separation provided said employee has served at least twelve (12) consecutive months prior to separation and has given the City at least two weeks notice

prior to the effective date of such separation. Such pay for accumulated Personal Time Off will be the same rate as the hourly rate of the employee's base salary. Personal Time Off may not be used to extend an employee's termination date.

When a paid holiday falls on a working day during an employee's Personal Time Off, the day of the holiday will not be counted as a day of Personal Time Off.

One (1) day of Personal Time Off shall equal eight (8) hours for full-time employees.

In the case of disability from a work related disease or injury for which Worker's Compensation benefits are available, an employee may elect to use Personal Time Off benefits rather than Worker's Compensation benefits by notifying the City Administrator of their election. Under no circumstances can an employee receive both Personal Time Off and Worker's Compensation benefits for the same period of disability, except if the employee elects to receive Worker's Compensation benefits he/she may also use Personal Time Off to the extent necessary to increase their income to their wage prior to the injury or onset of the disease.

EXTENDED ILLNESS BANK

All accrued, but unused, Sick Leave banks of City employees as of January 1, are hereby converted to Extended Illness Banks. An employee's Extended Illness Bank balance may be utilized only for illness or injury, as certified by a physician's statement; and, only after an employee has used ten (10) days of Paid Time Off.

Under no circumstances can an employee receive both Extended Illness Bank balances and Worker's Compensation benefits for the same period of disability, except if the employee elects to receive Worker's Compensation benefits, he/she may also use Extended Illness Bank balances, subject to other related Policy, to the extent necessary to increase their income to their net wage prior to the injury or onset of the disease.

When a full-time employee with five (5) or more years of continuous employment is terminated, laid off or resigns, the employee may be paid, in addition to any sums otherwise due, a sum equal to one-half of the employee's Extended Illness Bank balance, or 400 hours, whichever is less.

The Personal Time Off Schedule has been modified to reflect the City's current vacation accrual schedule +6 days (rounded to even half hour accruals per bi-weekly pay period). As previously directed by the Council, the Schedule has been set up to cap the maximum "vacation component" of the Personal Time Off Schedule at 25 days after 15 completed years of service. Since we have one (1) employee already accruing 30 days of vacation, a sentence was added to grandfather his accrual rate.

***The dates of the "Benefit Year" from 3/1 – 2/28 to 4/1 – 3/31. This will give employees with large existing vacation banks (which will become PTO banks) an extra month to take advantage of taking their already earned vacation.*

***The Extended Illness Bank feature was added to address the existing employee sick leave banks. The same "cash out" provisions as with current Policy were added as well (50% or 50 days after 5 years, whichever less).*

EXEMPT EMPLOYEE FLEX-TIME GUIDELINES

Exempt employees may not accumulate or use flex-time or compensatory time.

NON-EXEMPT EMPLOYEES OVERTIME / COMPENSATORY TIME

Overtime must be avoided, but when necessary, the intermediate supervisor must give specific approval prior to it being earned. Non-exempt employees may accumulate a maximum of 16 hours of compensatory time in lieu of overtime compensation. Non-exempt employees must exhaust the 16 hours of compensatory time off, before the compensation accrual process re-sets. The use of compensatory time must occur within six months of the accrual. Non-exempt employees will be paid overtime for any hours worked over (40) in a given seven-day week. Use of vacation and compensatory time will not count as time worked for the purposes of computing 40 hours of time worked.

APPOINTMENTS FOR FAMILY ILLNESS

Sick leave may (shall?) be used for the employee's medical and dental appointments. Employees will be allowed to use a maximum of sixteen (16) hours per calendar year of sick leave in cases of illness or injury in the immediate family where the immediate family member requires the attention of the employee. Immediate family is defined as the employee's spouse, children, parents, or a member of the employee's household.

FAMILY AND MEDICAL LEAVE

Our policy is to provide family and medical leave as required by federal and Minnesota laws. You must be employed at least 52 consecutive weeks and have worked for at least 1,000 hours during those 52 weeks in order to be eligible for family and/or medical leave under Minnesota law. If you have worked over 1,250 hours in the previous 12 months, you are eligible for family and/or medical leave under both the Minnesota and federal laws or as amended. Both state and federal laws will be administered concurrently. If applicable, short-term disability and workers' compensation also run concurrently with The Family And Medical Leave Act (FMLA).

If eligible under the federal and Minnesota laws, you may take up to twelve (12) weeks unpaid leave within a twelve (12) month period for the birth of a child or for the placement of a child for adoption or foster care; or for the care of a spouse, child, or parent if he or she has a serious health condition (injury, illness, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider); or for your own serious health condition that makes you unable to perform the functions of your position.

Note: If you are eligible for only Minnesota's Family And Medical Leave Act, a fewer number of weeks will be available to you.

When both spouses are employed by the City, they are together entitled to a combined total of 12 workweeks of FMLA Leave within the designated 12-month period for the birth, adoption or foster care placement of a child with the employees, for aftercare of the newborn or newly placed child, and to care for a parent (but not in-law) with a serious health condition. Each spouse may be entitled to additional

FMLA leave for other FMLA qualifying reasons (i.e., the difference between the leave taken individually for any of the above reasons and 12 workweeks, but not more than a total of 12 workweeks per person).

If you wish to take family and/or medical leave, we must receive reasonable advance notice of the leave and you must schedule your leave so that it does not unduly disrupt business operations. You will be required to complete all necessary paperwork. You are required to provide a doctor's written certification of the need for and anticipated length of the leave for you to care for your own illness or for a seriously ill relative. You may substitute any paid time off benefits you have available to offset the "without pay" provision of this benefit.

Your group health insurance will be maintained during your leave as required by the law, provided that you continue to make any premium contributions as required by our insurance plan. If you elect not to return from a family and medical leave of absence, you will be required to reimburse the City for premiums paid on your behalf, or the coverage may be canceled retroactive to the end of the period for which you last worked. Additional information regarding the requirements/provisions relating to group health insurance during the period of a leave may be obtained from the City Clerk.

When returning from a medical leave, you will be required to provide us with a doctor's verification of your fitness to return to work prior to your first day back on the job. You will be returned to your employment position held immediately prior to the leave if that position is vacant or placed in an equivalent position. If you do not notify the City and do not return from a family and/or medical leave on the day agreed upon or required, the City will have considered you to have voluntarily resigned your position.

You may not hold other employment while on leave with us during the hours you would have normally worked for us.

Employees on family and medical leave do not earn vacation benefits nor do they receive holiday pay. However, FMLA leave does not cause employees to lose any previously earned employment benefits.

Our intent is to comply with all applicable provisions of both the federal and Minnesota Family and Medical Leave Acts. As these laws are complex and can be quite confusing, please check with City Clerk if you would like to get more information or acquire the necessary leave request forms.

Most City-provided benefits are affected by a leave of absence, especially health insurance. For a leave of absence more than 90 days, all benefits shall be terminated subject to any rights of the employee to continue coverage.

BEREAVEMENT LEAVE

In case of death in the immediate family (employee's spouse, children, grandchildren, grandparent, mother, father, sister, brother, mother-in-law, or father-in-law, son-in-law, daughter-in-law), employees will be allowed time off beginning with the date of death, to and including day of funeral, not to exceed three (3) scheduled working days. Employees will be allowed one (1) day in case of death of spouse's grandparent, aunt or uncle, the spouse of the employee's brother and sister, brother-in-law or sister-in-law. Time off to attend the funeral of a fellow employee will be granted and paid at the regular straight-

time rate. This provision will not be applicable if an employee is on leave of absence, paid sick leave or vacation.

JURY DUTY

Any employee required to report for jury duty will receive their normal wages for each day the employee is absent from work as a result of such jury duty. To be eligible to receive their normal wages the employee must do the following:

- The next regularly scheduled working day after receiving notice for jury duty, the employee must inform their immediate Supervisor of their jury selection and provide their immediate Supervisor with the dates they will potentially be serving on jury duty.

- The employee will return to the City any payment received for such jury service.

Any employee required to report to jury duty but who is released from jury duty prior to the end of the employee's normal work day will return to their place of work within a reasonable period of time.

The employee is required to present a copy of the summons, in advance of the jury duty date to their Supervisor. Upon completion of jury duty, the employee must obtain a statement of attendance from the court and submit it to their Supervisor. No payment of the salary will be approved until such summons has been received. If the employee fails to produce a statement of attendance, payment will be returned by the employee.

MILITARY LEAVE

The City of Lake Elmo prohibits discrimination against employees on the basis of military duty, affiliation or status and requires reinstatement of any employee following military leave to the same position or a position of like seniority, status and pay, as dictated by federal and state laws. Generally, an employee will be reinstated if he or she is still qualified to perform the job duties and circumstances don't make it impossible, unreasonable or against public policy to place the employee back into the same or similar position.

The City will provide unpaid military leave to employees in accordance with federal and state laws. For details, please contact the City Administrator.

A leave of absence without pay will be granted to any employee who enters any branch of the United States armed services. Benefit accruals for any employee serving on active duty longer than 30 consecutive days will be calculated in accordance with applicable federal laws. You will be reinstated with full seniority to your former position or to a comparable position if application for reemployment is made within 90 calendar days of the date of an honorable discharge or the date of release from hospitalization following discharge. Employees who are members of a reserve component of the armed forces will be placed on unpaid leave for their annual two-week training duty. Benefit programs will be unaffected by the leave and the employees may elect to use any vacation entitlement for the absence. Training leaves will not normally exceed two-weeks per year, plus reasonable travel time.

ADMINISTRATIVE LEAVE

Under special circumstances, an employee may be placed on an administrative leave pending the outcome of an internal or external investigation. The leave may be paid or unpaid, depending on the circumstances, as determined by the City Administrator with the approval of the City Council.

ADOPTIVE PARENTS (State law requirement for cities with more than 21 employees)

Adoptive parents will be given the same opportunities for leave as biological parents (see provisions for Parenting Leave). The leave must be for the purpose of arranging the child's placement or caring for the child after placement. Such leave must begin before or at the time of the child's placement in the adoptive home.

SCHOOL CONFERENCE LEAVE (State law requirement for cities with more than 21 employees)

Any employee who has worked half-time or more for more than twelve (12) consecutive months, may take unpaid leave for up to a total of sixteen (16) hours during any school year to attend school conferences or classroom activities related to the employee's child (under 18 or under 20 and still attending secondary school), provided the conference or classroom activities cannot be scheduled during non-work hours.

BONE MARROW DONATION LEAVE (State law requirement for cities with more than 20 employees)

Employees working an average of 20 or more hours per week may take paid leave, not to exceed 40 hours unless agreed to by the City, to undergo medical procedures to donate bone marrow. The City may require a physician's verification of the purpose and length of the leave requested to donate bone marrow.

VICTIM OR WITNESS LEAVE

An employee who is subpoenaed or required by the prosecutor to attend court for the purpose of giving testimony is entitled to reasonable time off from work to attend criminal proceedings related to the victim's case.

ELECTIONS / VOTING

An employee selected to serve as an election judge pursuant to Minnesota law, will be allowed time off without pay for purposes of serving as an election judge, provided that the employee gives the City at least ten (10) days written notice

All employees eligible to vote at a State general election, at an election to fill a vacancy in the office of the United States Senator or Representative, or in a Presidential primary, will be allowed time off with pay to vote during the morning of election day. Employees wanting to take advantage of such leave are required to work with their supervisors to avoid coverage issues.

HEALTH INSURANCE

The City provides a group health insurance plan for all regular full-time employees and their dependents. The City and the employee will share in the cost of health insurance. The City reserves the right to change the plan or carriers anytime. Participation in the group health insurance plan is subject to all requirements imposed by the carrier. Coverage will begin after a 30-day probationary period unless otherwise specified.

A summary description of this plan is provided to you when you become enrolled. The actual plan document is on file in the City Clerk's office. Please ask if you would like to review it or if you have questions or need additional information.

FLEX BENEFIT

The City of Lake Elmo has adopted the IRS Section 125 plan that permits pre-tax payroll deductions of medical benefit insurance premiums paid by its employees. Coverage for eligible employees is effective on the first of the month following 60 days of continuous employment. Open enrollment is each December for participation the following year.

LIFE INSURANCE

The City provides life insurance under the State of Minnesota Retirement Program. The cost of this insurance is dependent upon their annual earnings, age and amount of coverage. The basic premium is paid by the City after completion of six (6) months employment. Life insurance is not provided for new employees until they have completed their orientation period, unless they are eligible for coverage immediately upon hire as defined under the Minnesota Retirement System.

The City reserves the right to change the plan or carriers anytime. Participation in the life insurance plan is subject to all requirements imposed by the carrier.

DENTAL INSURANCE

The City provides a group dental insurance plan for all regular full-time employees and their dependents. The City and the employee will share in the cost of dental insurance. The City reserves the right to change the plan or carriers anytime. Participation in the dental insurance plan is subject to all requirements imposed by the carrier. Coverage will begin after a 60-day probationary period.

CONTINUANCE OF INSURANCE WHILE RECEIVING DISABILITY PAYMENTS

A regular full-time employee on approved medical leave and receiving disability payments through the City's insurance carrier shall be entitled to continue insurance coverage as follows:

Accidental Death – For a period of twelve (12) months, at the City's cost, beginning on the first day disability benefits are paid by the City's insurance carrier;

Dental – For a period of ninety (90) days, at the City's cost as an individual, beginning on the first day disability benefits are paid by the City's insurance carrier;

Health – For a period of ninety (90) days, at the City's cost as an individual, beginning on the first day disability benefits are paid by the City's insurance carrier;

Life – For a period of twelve (12) months, at the City's cost, beginning on the first day disability benefits are paid by the City's insurance carrier;

Long-term Disability – For a period of twelve (12) months or until the premium is waived by the insurance carrier, whichever is greater, at the City's cost, beginning on the first day disability benefits are paid by the City's insurance carrier;

Short-term Disability – For a period of twelve (12) months or until the premium is waived by the insurance carrier, whichever is greater, at the City's cost, beginning on the first day disability benefits are paid by the City's insurance carrier;

Coverage for health and dental insurance shall terminate and become the employee's sole responsibility through COBRA on the last day of the month where the ninety (90) day time limit expires. No additional coverage or increase in coverage amounts can be added while the employee is on disability. The insurance benefits shall be discontinued if the employee no longer receives disability payments from the City's insurance carrier, receives federal disability benefits, resigns or is terminated. Family coverage, if in effect on the day of or the day prior to the disability, can be maintained for the same duration as the individual coverage provided the employee reimburses the City for the difference between the cost of family coverage and individual coverage.

RETIREMENT FUND

The City participates in the Minnesota Retirement System (PERA) under the rules and regulations established by the Minnesota Retirement Fund Board and pays the required employee and employer contribution. Employees must contribute the entire employee share of their Minnesota Retirement System contribution.

UNIFORMS

The City will make arrangements to provide uniforms to employees of the Street, Utility and Park Department. The City, payable when receipts are turned in, shall also contribute one hundred ninety five dollars to a winter clothing allowance for each employee, for such items as jackets, bib overalls, insulated coveralls, boots, hats and gloves.

WORKERS' COMPENSATION INSURANCE

We carry a workers' compensation insurance program as required by state law. This program covers almost all injuries or illnesses sustained arising out of and in the course of your employment that require medical, surgical, or hospital treatment. Workers' compensation insurance provides partial income replacement benefits after a short waiting period, or immediately if you are hospitalized.

If you sustain a work-related injury or illness, you must inform the City Clerk immediately, no matter how minor an on-the-job injury may appear.

EMPLOYEE TRAINING

When an employee's attendance at training or educational sessions is directed by the City, such attendance will be without loss of pay. Such attendance will include reasonable reimbursement for travel, lodging, and/or program expenses, provided such expenses are approved in advance by the City Administrator or Department Head.

EDUCATION REIMBURSEMENT

Employees are encouraged to take advantage of education and training benefits to improve their job skills. Either the employee or the City Administrator may initiate requests for education and training.

The City will reimburse any employee the cost of tuition for pre-approved courses or training sessions, upon successful completion or passing grade, where appropriate.

TIMEKEEPING AND PAYROLL

TIMEKEEPING

Federal and state laws require that we keep an accurate record of time worked by our employees. All the time you actually spend on the job performing assigned duties or other work-related projects is considered to be time worked. Employees must accurately record their:

- Beginning and ending work time.
- Beginning and ending time of any split shift or other personal departures from work.
- Use of approved time off (vacation, holiday, bereavement, etc.).

Time sheets are provided for our employees to record work time and any paid or unpaid absences from work. Timekeeping rules are as follows:

1. You may record only your own time worked. Tampering, altering, or falsifying time records or recording time on another employee's time sheet is not allowed and may result in disciplinary action up-to and including discharge.
2. If you are late to work, record the time you actually started work. Lateness will be reflected in your paycheck, so it pays to be on time to work. Excessive tardiness is cause for disciplinary action.

Employees are required to sign their timesheet and forward to their Department Head before leaving work on the last day of the workweek. Your Department Head will review your time records before they are processed for payroll.

PAYDAYS

Regular full-time employees will be paid every two (2) weeks.

PAYROLL DEDUCTIONS

Federal, state, and local income taxes and social security payments, all required by law, are deducted from your weekly earnings. Often these deductions may change because they are affected by changes in the amount you earn, by legislation, and by the number of dependents you declare. Also, additional deductions you have authorized us to make or that we are required to make (i.e., garnishments, child support) will be automatically deducted from your paycheck.

DIRECT DEPOSIT

The City of Lake Elmo requires your payroll check to be electronically deposited into an account at a financial institution you designate. Direct deposit provides a safe and convenient method of payroll distribution.

The employee is responsible for notifying the City Clerk of any change in their financial institution or bank accounts to ensure the proper direct deposit of payroll to the employee's account.

OVERTIME – CALL IN TIME

Overtime work begins to accrue after the completion of 40 hours actual time worked.

All overtime work must first be authorized or approved by a Department Head in writing. Compensation for overtime to overtime eligible employees will be granted at one and one half (1-1/2) times the regular rate of pay to be scheduled at the mutual convenience of the employer and employee. Compensation for overtime to over-time non-eligible employees will not be granted. However, time away from the job may be granted to the employee at the discretion of the City Administrator.

The City Administrator may declare an emergency during periods of disruption resulting from accidents, acts of God, or events of crisis proportions. Department Heads will notify employees by any means available and may instruct them to deploy from home, job, or any other place for the purpose of alleviating such emergency situations. Failure to report to duty under these circumstances may be grounds for disciplinary action.

Call in Time – When employees of the Public Works Department are called in to work from home by phone or by pager, after the completion of their regular scheduled shift, they shall receive a minimum of two hours of their regular rate (defined as call time). Upon arrival from call in, the employee's eight hour day begins.

If a member of the Public Works Department is called in (by pager or phone) they will only receive two hours of their regular rate only if they physically respond to the call or document in writing that the issue was mitigated by phone. In addition, response to additional calls within the first two hours of response to the first call cannot be claimed as a separate call-in event.

If said overtime is scheduled the day before or during the regular shift, the employee will not receive call in time.

Public Works employees may be assigned weekly standby duty on a rotation basis in order to respond to events occurring outside the workday. The employees shall remain alcohol free during the week he / she is on standby duty. During an employee's standby week, he / she shall perform required equipment checks and water quality sampling / testing between 7:00 a.m. and 10:00 a.m. on Saturday, Sunday and any holiday that falls within that week and shall be compensated a minimum of four (4) hours worked each day at the rate of one and one-half times his / her regular hourly rate for work on those days.

MEETING PAY

Each employee called in to report to work outside of his/her regular hours for the purpose of taking meeting minutes (attending a meeting?) shall receive a forty dollar ($40.00) flat fee per meeting. However, an employee shall not earn less than their regular hourly rate at time and one half in any case.

Off The Clock

The City is committed to paying employees for all time worked. Work performed "off the clock" will be paid, but is a violation of this policy for which employees will be disciplined. Employees who feel they have been pressured to work off the clock should contact the City Administrator or Department Head.

PERFORMANCE EVALUATIONS

Performance Evaluations are an essential component in the administration of personnel. They provide information relating to: merit raises and promotions; needed training and education; identification of promotable employees for future reference; needed classification of positions; and identification of career advancement structures.

SCHEDULE FOR COMPLETING PERFORMANCE EVALUATIONS

City Service - During the six (6) month orientation period, employees will be evaluated twice; once after three (3) months and approximately one (1) week prior to the end of the orientation period depending on scheduling. Evaluations will occur at a minimum of annually thereafter.

Special Evaluations - Should occur:

1. Prior to any promotion;

2. When an employee is subject to any disciplinary action exceeding an oral or written reprimand;

3. At the employee's request. When an employee requests a performance evaluation, at a scheduled time, or any other time, the City Administrator will make reasonable efforts to satisfy requests for additional evaluation.

Procedures

Performance evaluations are to be completed cooperatively by the employee and the Department Head or the City Administrator, when appropriate. They are to be completed within the scheduled month and may be initiated by either the employee or the City Administrator. The City Administrator may solicit input from the immediate Supervisor if they desire to do so. The employee, Department Head and City Administrator are required to sign the forms. All evaluations will be placed in the employee's personnel file and the employee will be provided with a copy. If the employee is dissatisfied with the performance evaluation, they must initiate the grievance procedure process within five (5) working days after the evaluation.

PAY REVIEWS

Individual pay adjustments are generally based on the results of your performance evaluations. However, please be aware that although your pay will be reviewed regularly, it does not mean you can expect to get a pay increase each time. We do not give "general" or "cost of living" increases. Raises are also dependent on a number of other factors such as budgetary considerations, economic conditions, industry trends, and the value of the job you perform to the City and in our labor market.

We consider everyone's rate of pay to be a confidential matter between the employee and Management unless applicable under the Data Practices Act .

TRAVEL ALLOWANCE FOR OFFICIAL TRAVEL

When requested, City officials and employees (including City Council Members), will be reimbursed at the current Internal Revenue Service (IRS) rates for the use of personal_vehicles while on City business. Mileage will be calculated from point of departure. **Approved** lodging expenses will be reimbursed at actual expense; receipt required, or can be paid with the City's credit card by the City Office in advance of the travel. Employees will not be allowed to use the City credit card for travel expenses. For all travel - meals will be reimbursed up to the following maximum allowable expense:

Breakfast - $10.00,
Lunch - $15.00,
and Dinner - $25.00.

Any combination may be used not to exceed $50.00 per day.
Receipts are required where the actual cost exceeds the allowable limit. City officials and employees will make every reasonable effort to save City funds wherever practical. The City Administrator may require receipts. Receipts may be required of the City Administrator. In such cases, the demand for receipts shall be made prior to the travel.

Where individual meals are provided as part of the tuition, registration fee or other prepaid cost, the individual meal allowance for that meal may not be claimed under the per diem rate.

Alcoholic beverages are not reimbursable.

Employees may request funds in advance for travel expenses within the allowable limits.

EMPLOYEE CONDUCT

EMPLOYEE SAFETY AND HEALTH

While no job can be made completely free from hazards, the City has a duty to reduce to a minimum the occupational dangers and threats to safety present in the work place. To be successful, this effort requires the ongoing cooperation of all employees.

The purpose of the policy set forth is to:

1. Establish and maintain a safe, healthy working environment for all employees;
2. Ensure the reputation of the City and its employees within the community;
3. Reduce the number of accidental injuries to persons and property;
4. Reduce absenteeism and tardiness and to improve productivity.

The City of Lake Elmo has an established safety program. Contact the City Clerk to view the safety manual.

DISABILITY – PROCEDURE FOR REQUESTING AN ACCOMODATION

Qualified individuals with disabilities may make requests for reasonable accommodation to their Department Head, Clerk/HR Director or City Administrator. On receipt of an accommodation request, an appropriate City representative will meet with the individual making the request to discuss and identify the precise limitations of job functions resulting from the disability and the potential accommodation that the City might make to help overcome those limitations.

The City of Lake Elmo will determine the feasibility of the requested accommodation, considering various factors, including, but not limited to, the nature and cost of the accommodation, the availability of tax credits and deductions, outside funding, overall financial resources, and the accommodation's impact on the operation of the City, including its impact on the ability of other employees to perform their duties.

The City of Lake Elmo will inform the employee of the City's decision on the accommodation request and when appropriate steps for making the accommodation.

SMOKING CONTROL POLICY

The City of Lake Elmo wants to protect the public health and welfare of our employees and those whom they serve. The City recognizes the need to strike a reasonable balance between the needs of persons who smoke and the needs of nonsmokers to breathe smoke-free air, and recognizes that where those needs conflict, the need to breathe smoke-free air will have priority.

For purposes of this policy, smoking is defined as carrying a lighted cigar, cigarette, pipe, or other lighted smoking equipment.

In general, all City owned and/or operated facilities will be considered smoke free. All rest rooms, elevators, corridors, and lunchrooms should be smoke free. Exceptions to the smoke free policy may be made for those facilities that are specifically leased or rented for private use.

Employees are not allowed to smoke in City vehicles or in vehicles such as busses or vans used to transport members of the general public.

DRUG AND ALCOHOL ABUSE

Definitions

1. An ***alcoholic beverage*** means any beverage that may be legally sold and consumed and has an alcoholic content of 3% or more by volume.

2. A ***drug*** means any substance other than alcohol capable of altering an individual's mood, perception, pain level or judgment.

3. A ***prescription drug*** means any substance prescribed for an individuals' consumption by a licensed medical practitioner.

4. ***Prescription drugs used contrary to doctor's instructions*** includes prescribed drugs prescribed to a third party, and used by the individual without prescription.

Prohibited Activities

The following activities are strictly prohibited:

1. Employees who are under the influence of alcohol, illegal drugs, controlled substances or prescription drugs used contrary to a doctor's instructions on the job.

2. The unauthorized use, sale, transfer, possession, or purchase of the following substances on City property, while on duty, or while performing City business: alcohol, illegal drugs, controlled substances or prescription drugs contrary to a doctor's instructions.

3. Unlawful acts off duty and off City property that involve the use of alcohol, illegal drugs, controlled substances or prescription drugs contrary to a doctor's instructions.

4. Refusal to seek medical assistance through a rehabilitation program, when an employee:

    a. Has been diagnosed with alcohol or chemical dependency, or
    b. Believes that they have a substance addiction or dependency.

5. Refusal to comply with alcohol and drug testing schedules or instructions.

Offending employees will be subject to discipline up-to and including discharge. In the appropriate circumstances, these activities will be reported to the proper law enforcement agency.

Drug Free Workplace

In accordance with Federal Law, the City of Lake Elmo has adopted the following policy on drugs in the workplace:

A. Employees are expected and required to report to work on time an din appropriate mental and physical condition. It is the City's intent and obligation to provide a drug-free, safe and secure work environment.

B. The unlawful manufacture, distribution, possession, or use of a controlled substance on City property or while conducting City business is absolutely prohibited. Violations of this policy will result in disciplinary action, up to and including termination, and may have legal consequences.

C. The City recognizes drug abuse as a potential health, safety, and security problem. Employees needing help in dealing with such problems are encouraged to use their health insurance plans, as appropriate.

D. Employees must, as a condition of employment, abide by the terms of this policy and must report any conviction under a criminal drug statute for violations occurring on or off work premises while conducting City business. A report of the conviction must be made within five (5) days after the conviction as required by the Drug-Free Workplace Act of 1988.

Testing

Drug testing shall be required in conformance with the City's drug testing policy as amended from time to time.

Rehabilitation

Rehabilitation is the responsibility of the employee.

Political Activity

City employees have the right to express their views and to pursue legitimate involvement in the political system. However, no City employee will directly or indirectly, during hours of employment, solicit or receive funds for political purposes. Further, any political activity in the workplace must be pre-approved by the City to avoid any conflict of interest or perception of bias such as using authority or political influence to compel another employee to apply for or become a member in a political organization.

NEPOTISM

The City of Lake Elmo will not employ the immediate family of current City employees and elected City officials where:

1. One of the parties would have authority (or practical power) to supervise, appoint, remove, or discipline the other;

2. One party would handle confidential material that creates improper or inappropriate access to the material by the other;

3. One party would be responsible for auditing the work of the other; or

4. Other circumstances exist that might lead to potential conflict among the parties or conflict between the interest of one or both parties and the best interests of the City.

In cases where such situations clearly do not exist, the City will allow the employment of relatives.

Change in Circumstances: If two employees marry, become related or begin sharing living quarters with one another, and in the City's judgment, the potential problems noted above exist or reasonably could exist, only one of the employees will be permitted to remain employed with the City, unless reasonable accommodations, as determined by the City Administrator can be made by the two employees within thirty (30) calendar days of the date they marry, become related, or begin sharing living quarters with each other. If no decision is made during this time, the City reserves the right to terminate either employee.

The Administrator may, on a case-by-case basis without any precedent setting, approve a formal request for a temporary exemption from the provisions of this policy. Such exemption is always temporary and may be subject to cancellation by the Administrator without notice, explanation or justification. When a temporary exemption is made, the Administrator may require affected employees to sign a letter of understanding at his/her discretion.

Definitions for Purposes of this Policy

"Relatives" include current spouse, children (including step children), parents (including step parents), grandparents, brothers and sisters. "Spouse" means those employees having a legal marital relationship or a recognized long-term shared living quarters relationship.

SUPERVISOR/EMPLOYEE RELATIONSHIP

Department Heads and Supervisors are prohibited from having romantic and/or sexual relationships with employees under their supervision. Perceived violations of this policy shall be brought to the attention of the Department Head or the City Administrator. Department Heads or Supervisors found to have violated this policy shall be subjected to disciplinary action including the possibility of discharge.

ANNOUNCEMENT OF VACANCIES

A vacancy exists as a result of termination, resignation, promotion, lateral transfer, creation of a new position and or seasonal employment.

When there is a vacancy, the Department Head will submit a written request to the City Administrator. The request should state special requirements for the position to be added to the job announcement. Approval must be obtained from the City Administrator prior to any advertising or recruiting.

The job announcement will specify the following:

1. Class Title
2. Salary Range
3. Duties and Responsibilities of Classification
4. Place and Last Date to File Application
5. Minimum Qualifications
6. Screening and Evaluation Procedures
7. Other Pertinent Information

Announcements will be posted on the bulletin board of the City Hall.

USE AND SAFE OPERATION OF CITY VEHICLES

Below is a list of Safety Rules and Regulations for safe operation of City vehicles:

1. City employees who need or are required to use City vehicles must hold a valid driver's license.
2. Anyone who fails to maintain their driver license or CDL, which is a requisite of employment, is subject to disciplinary action up-to and including discharge.
3. City vehicles are to be used for City Business only and must not be used for personal use. No unauthorized passengers or drivers will be allowed to either operate or ride as a passenger in a City vehicle. EXCEPTIONS: Certain employees serving in a 24-hour stand-by capacity may be allowed to commute to and from work with a City vehicle in the interest of minimizing response time. Those employees will be permitted to transport their own children in a vehicle for the purpose of dropping their child off before, or picking them up after, their work day. While incidental personal use of the vehicle may occur during the commute, such use is to be kept to an absolute minimum.
4. Cellular telephones may not be used while driving a City vehicle (see the "Use of Cellular Phone or Similar Device section).
5. All State of Minnesota Motor Vehicle laws must be adhered to.
6. While driving a City vehicle employees should not exceed the posted speed limits.
7. Seat belts will be worn at all time while either operating or riding as a passenger in City vehicles.
8. City vehicles are to be operated only when in a safe operating condition. Each employee driving a vehicle shall inspect the vehicle to assure that the vehicle is in a safe operating condition.
9. All accidents must be reported to the local police department and your Department Head immediately.
10. Drivers must notify their Department Head of any traffic or parking citations, including warnings,

received while operating a City vehicle.

11. Drivers are personally responsible for paying any traffic or parking fines incurred while they are operating a City vehicle.
12. Whenever possible use a spotter when backing up a public works vehicle.
13. Maintain a safe cushion of space while operating a public works vehicle. For every 10 miles per hour, maintain one car/truck length of space.
14. Do not operate a City vehicle under the influence of drugs and or alcohol.
15. Anyone who fails to maintain their driver license or CDL, which is a requisite of employment, is subject to disciplinary action up-to and including discharge.

USE OF PERSONAL VEHICLES

On occasion, you may be asked to use your personal vehicle for City of Lake Elmo's business. We require you have adequate automobile insurance before driving any vehicle on City business. We require that you carry liability insurance for your vehicle. If you are in an accident with your vehicle while on the City's business, your insurance is primary. As with any accident, report it to your immediate Department Head(s) immediately.

When driving **any** vehicle on City of Lake Elmo's business, you are expected to observe all traffic laws. This includes wearing seatbelts. Tickets that result from an infraction of traffic laws or parking violations are your responsibility. Use of cell phone by driver in a moving vehicle is prohibited.

USE OF CELLULAR PHONE OR SIMILAR DEVICE

The City of Lake Elmo prohibits employee use of cellular phones or similar devices while driving City vehicles or equipment. Cell phone use while driving is dangerous, and may even approach the equivalent danger of driving while drunk, according to some studies.

You may not use a cellular phone or similar device to receive or place calls, text messages, surf the Internet, check phone messages, or receive or respond to email while driving if you are in any way doing activities that are related to your employment.

We recognize that other distractions occur during driving, however curbing the use of cell phones, while driving, is one way to minimize the risk of accidents. Therefore, you are required to stop your vehicle in a safe location so that you can safely use a cell phone or similar device.

Employees who violate this policy will be subject to disciplinary actions, up to and including employment termination.

USE OF TELEPHONE AND SUPPLIES

City telephones are for business purposes. Telephone calls may be monitored and/or recorded by the City for business purposes. Incoming and outgoing personal phone calls are to be kept to a minimum and

should not interfere with or prevent us from providing quality service to our customers. Personal calls should be made during your lunch period. Personal long distance phone calls are not allowed.

Our mail system and letterhead are for business purposes only and are not to be used for personal use. Anything more should be discussed with your immediate Department Heads.

City supplies are for business use only and may not be used for personal reasons or taken home. This includes but is not limited to all office supplies.

ELECTRONIC MEDIA

The City of Lake Elmo provides a variety of information technology resources such as computers, software, printers, scanners, electronic mail and Internet access for employees in an effort to allow them to be more productive and have the information necessary to do their jobs. The use of these resources is intended for the City of Lake Elmo business purposes only. Except as prohibited by this or another more restrictive Department policy, limited and reasonable use of these tools for occasional employee personal purposes that does not result in any additional cost from loss of time or diversion of resources from their intended business purpose is permitted subject to Management approval.

Employee Responsibility

Employees are responsible for appropriate use of information technology resources in accordance with this policy or more restrictive Department policy. In addition to complying with all laws and policies, employees are expected to adhere to the highest ethical standards when conducting business. If you feel you have experienced or witnessed incidents of electronic media policy violations, notify your Department Head, Clerk/HR Director or the City Administrator immediately.

Department Head Responsibility

Department Heads, Managers and Supervisors are responsible for ensuring the appropriate use of information technology resources through training, supervising and, when necessary, taking disciplinary action.

Appropriate Use

The use of and access to the City of Lake Elmo owned information technology resources is limited to employees and officers of the City of Lake Elmo assigned access to said resources. It is intended for official purposes associated with the performance of governmental function in the name of and on behalf of the City of Lake Elmo. Consequently, all data and information shall be and shall remain the property of the City of Lake Elmo and shall not belong to the individual employee or officer.

The use of information technology resources for limited personal use is a privilege, which may be revoked at any time by the City of Lake Elmo if use is deemed inappropriate.

Inappropriate Use

Inappropriate use of information technology resources, including for limited personal use as authorized herein, may result in revocation of privileges, job related discipline, or both. Uses that are prohibited include, but are not limited to:

- Accessing resources or altering data without explicit Management authorization.
- Intentionally deleting or damaging data.
- Intentionally introducing a computer virus.
- Engaging in illegal activities as defined by state and federal law or local ordinance.
- Wagering, betting or selling chances.
- Initiating or forwarding chain letters.
- Transmitting threatening, abusive, obscene, lewd, profane, or harassing material.
- Transmitting or viewing materials with intent to demean any person's age, disability, gender, race, national origin or sexual orientation, unless it is job related.
- Viewing, reading or accessing any sexually explicit sites or materials that are in any way sexually revealing, sexually suggestive, sexually demeaning, or pornographic, unless it is job related and approved in writing in advance.
- Engaging in commercial activities.
- Soliciting, except in relation to City of Lake Elmo activities.
- Promoting personal, political, religious or private causes, positions or activities, or working on behalf of organizations who have no professional or business affiliation with the City of Lake Elmo.
- Attempting to evade, disable, or bypass any security provisions of systems or the network.
- Obtaining unauthorized access to any computer system.

Business Purpose

All systems including Email and the Internet are business tools to be used in accordance with our mission of public service. If your employer and/or Departmental policy allows personal use, employees may use the computer assigned to them to send personal messages or to access the Internet for personal research as long as such use does not interfere with work productivity.

Internet/Email Conduct

Use of the Internet and Email requires conformance to a professional standard of conduct. Employees are to conduct themselves as 'representatives' of the City of Lake Elmo and must show consideration and respect to others. It is the responsibility of each employee to ensure that use of the Internet and Email is done responsibly and economically, and that access does not adversely affect his or her productivity.

Confidential Information

Many employees have access to confidential information through the course of their job. Confidential information may only be used to perform job functions. Any other use is prohibited and may be punishable by criminal prosecution and/or employee sanctions including termination. Access to confidential information outside of the strict business needs of job function is prohibited. Reasonable measure must be taken to safeguard confidential information from unauthorized access.
Confidentiality of messages cannot be guaranteed in the City of Lake Elmo Email system. If a message contains confidential information, consider using other forms of delivery.

Security

The following guidelines have been established for all employees given access to information technology resources:

- Employees may only access information explicitly authorized for their positions by Management or for limited personal use as authorized by this policy or a more strict Department policy.
- Employees are responsible for safeguarding their login ID's and passwords and are held accountable for any activity that occurs under their login ID. Any unauthorized activity must be immediately reported to Management.
- Employees may not use login ID's and passwords belonging to others to seek information, hide their identity or misrepresent someone else.
- Anyone receiving electronic communications in error shall notify the sender immediately. The communication may be privileged, confidential, and or exempt from disclosure under applicable law. Such privilege and confidentially shall be respected.

Wallpaper

Use of computer desktop wallpaper is limited to the wallpaper designs provided with the installed WINDOWS operating system or other files in a standard bitmap (.BMP) format. Questions on whether a specific wallpaper file has an approved format should be directed to the City Clerk before installation. Wallpapers that require a program to display may degrade system performance or conflict with other installed software, and, therefore, are prohibited. Wallpapers that are inappropriate, as defined in the Inappropriate Use section above, are strictly prohibited.

Copyrighted Material

Material on the Internet may be copyrighted. Duplicating or distributing copyrighted material without the express written consent of the owner is against the law and is prohibited. Employees should not assume that software is available for public use free of charge simply because there is no copyright or intellectual property notice on or in the software. U.S. copyright law, and that of many other countries, no longer requires a copyright notice as a prerequisite to copyright protection.

Software Purchase/Use/Installation

All software on City of Lake Elmo computers must be legally licensed, purchased and installed through the City of Lake Elmo unless otherwise authorized by the Data Management Group. Running software that is not licensed is illegal and can subject the user and the City of Lake Elmo to substantial penalties under the law. No personal software, even if purchased by an employee specifically for his/her office computer, may be installed without prior authorization of the Data Management Group. Requests for new software applications will be ordered only after review and approval by the respective Data Management Group.

Home Use of Software

City of Lake Elmo software may be used on a home or portable computer only if the licensing agreement of the software vendor allows it, and only after a written request from the appropriate Department Manager is approved. Each licensed copy of software may only be used on one computer at any time.

Hardware Purchase/Use/Installation

All hardware, including computers, printers, scanners, telephones and other peripherals, must be purchased and installed through Data Management unless otherwise authorized by the Data Management Group. The City of Lake Elmo computers and new hardware technology will be ordered only after review and approval by the Data Management Group.

Installation Scheduling

Upon arrival, all hardware and software installations will be scheduled and performed by the Data Management Group unless otherwise authorized.

Data Center Support

Computer, network, hardware peripheral and standard software support is the responsibility of the Data Management Group. Support calls should be directed to the Data Management Group, not to a specific technician, programmer or analyst.

Privacy and Monitoring

The information technology resources provided for employees are the exclusive property of the City of Lake Elmo as are all documents, applications, communications, and messages created using those resources. Data items created using information technology resources should not be considered private. The City of Lake Elmo reserve the right to access the contents of documents, applications, Email communications and messages and to fully cooperate with local, state and/or federal officials in any investigation concerning or relating to any electronic communications transmitted to or from any City of Lake Elmo facility. This includes limited personal use of Information Technology Resources as authorized herein.

Hardware and software tools have been installed which log the destination and duration of Internet access by user, examine the contents of files and Email, and scan network disk drives. The contents of local hard drives may be physically examined without notice. Periodic and random audits of information technology usage may be performed. Management may use the results to identify and prevent problems.

Violations and Disciplinary Actions

The failure or refusal of an employee or officer of the City of Lake Elmo to abide by this policy may result in employment related sanctions in accordance with existing policies.

Policy Changes

This policy may be modified at any time to reflect changes in technology or strategic direction or for any other reason deemed sufficient by the City of Lake Elmo. Employees will be notified of policy changes via the means deemed appropriate by the City of Lake Elmo.

DRESS CODE

City employees are expected to be dressed and groomed in a clean and neat manner according to current social standards. In addition, employees should dress and groom in a manner that will not impair or restrict their movements or otherwise cause safety problems.

All employees are expected to be well groomed and practice good personal hygiene. Please avoid the use of strong perfumes or colognes as they can be offensive and sometimes produce allergic reactions in others (coworkers and customers alike).

Each Department Head is responsible for determining if a particular employee's appearance and grooming is appropriate for the work being done. If the Department Head determines that an employee is inappropriately attired or groomed, she or he will tell the employee to go home on their own time, make necessary changes, and return to work in a reasonable amount of time.

MAINTENANCE OF WORK AREAS

It is the policy of the City of Lake Elmo that work areas must be kept clean and orderly at all times. Employees are responsible for maintaining their work areas in a clean and orderly fashion. To fulfill this

responsibility, each employee should, at a minimum, do the following:

1. Place coats, boots, umbrellas, and other items of clothing in designated areas so that work areas are not cluttered;
2. Consume any food or beverages in designated areas so that work areas are kept free of food related litter; and
3. Prior to the end of the work day, clean and store all tools and equipment and properly secure any items, papers, or information of value.

Supervisors are responsible for having their employees maintain their work areas according to the requirements of this policy. Each Supervisor should:

1. Make sure aisles, floors, and walls are free of debris and other items and that all end-of-the-day tasks have been performed;
2. Monitor the facilities and equipment and issue maintenance requests where appropriate;
3. Arrange for the removal of any items from the work place that are not needed for the flow of business or the enhancement of employee comfort;
4. Report to the City Administrator any existing or potential work place hazard and safety violations; and
5. Ensure the proper disposal of all trash, waste, and scrap.

Employees should inform their Supervisor of any concerns about working conditions.

EMPLOYEE CONDUCT GUIDELINES

We expect our employees to follow rules of conduct that will protect the interests and safety of all employees and the City, and present a professional image to all customers and guests. It is not possible to list all the forms of behavior that are considered unacceptable in the workplace, but the following are examples of infractions of rules of conduct that may result in disciplinary action, up-to and including discharge.

- Discourteous conduct or poor service to customers.
- Falsification of City records in any form, embezzlement, or failure to follow internal control or security procedures.
- Theft or inappropriate, unauthorized removal or possession of City or coworker's property; use of City equipment or supplies for personal projects.
- Falsification of timekeeping records.
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace while on duty.
- Boisterous or disruptive activity in the workplace.
- Improper, careless, negligent, destructive, or unsafe use or operation of City equipment.
- Insubordination or other disrespectful conduct.
- Deliberate statements or actions detrimental to the City; knowingly spreading false reports intended to disrupt relationships among employees and/or between employees and the City of Lake Elmo.
- Sexual or other forms of harassment.
- Unprofessional conduct at outside events where the employee is representing the City of Lake Elmo; such as courses, seminars, and community events.
- Possession of dangerous or unauthorized materials, such as explosives on the premises, weapons, or firearms, in the workplace and possession of weapons or firearms on the premises without a permit.
- Excessive or unauthorized absenteeism or tardiness; giving false reasons for absences from work.
- Unauthorized overtime or failure to record overtime worked.
- Unauthorized use of the telephone.

- Smoking within the City building or City vehicles.
- Unauthorized disclosure of business secrets or confidential business or customer's information.
- Unauthorized entrance to the City other than to report to work or to conduct business.
- Violation of personnel policies.
- Unsatisfactory work performance or conduct; deliberate or excessive waste of materials; poor workmanship or low productivity.
- Using abusive or offensive language with customers or coworkers.
- Refusal to seek treatment or resolution of personal matters that affect work performance (including, but not limited to: emotional or family matters, drug abuse or addiction, or alcoholism).
- Acceptance of gratuities or influence designed to affect the City's response to the public or special interest groups.

Depending on the circumstances involved, discipline issued may be a verbal reprimand, a written reprimand, suspension without pay, or discharge. Progressive discipline may not be followed in all cases. Depending on the nature of the violation and other circumstances, including but not limited to the employee's past conduct, one or more "steps" may be repeated or skipped. In some circumstances, immediate discharge may result.

ANTI-RETALIATION POLICY

The City of Lake Elmo prohibits and does not tolerate retaliation against any employee because of that employee's participation in protected activities, including but not limited to good faith reporting of workplace wrongdoing, making a protected claim against the organization, participating in any related investigation, or properly using City benefits. Any employee who engages in prohibited retaliation is subject to disciplinary action, up to and including possible termination.

Regardless of title or position, no person has the authority (expressed, actual, apparent or implied) to retaliate against any employee.

The City of Lake Elmo recognizes that making false accusations of wrongdoing in bad faith can have serious consequences for those who are wrongly accused. The City prohibits deliberately making false and/or malicious allegations, as well as deliberately providing false information during an investigation. Anyone who violates this rule is subject to disciplinary action, up to and including termination.

VIOLENCE/THREATS OF VIOLENCE POLICY

The City of Lake Elmo is committed to preventing workplace violence and providing a safe work environment. The City prohibits and does not tolerate violent acts or threats of violence against employees, visitors, guests or other individuals within its facilities or during any City-related activity (including off duty periods).

Violence may be described as verbal or physical threats, intimidation, and/or aggressive physical contact. Prohibited contact includes, but is not limited to the following:

- Intimidation, harassment, assault, battery, stalking, or conduct that causes a person to believe that he or she is under a threat of death or bodily injury.
- Inflicting or threatening injury or damage to another person's life, health wellbeing, family or property.
- Possessing a firearm, explosive, hazardous devices or substances, or other dangerous weapon in City buildings, or using an object as a weapon on City property or during any City-related activity.
- Abusing or damaging City or employee property.
- Using obscene or abusive language or gestures in a threatening manner.
- Raising voices in a threatening manner.

Because of the potential for misunderstanding, joking about any of the above conduct is also prohibited. Employees are also expected to refrain from fighting, "horseplay" or other conduct that may be dangerous to others.

Restraining Orders:
Any employee who obtains a restraining order against any person should immediately notify management. The City of Lake Elmo has made a commitment to provide a safe workplace and can only do so if it receives information concerning individuals who have been ordered to maintain a distance from its facilities and/or employees.

Warning Signs of Potential Violence:
There are often signs serving as a warning that violence in the workplace may occur. Please review the following list of common early warning signs, keeping in mind that demonstration by an individual of one or many of the actions on the below list do not automatically point to certain violence. However, their activities should be noted and the City could become involved to assist detecting and defusing a potential workplace incident.

- Increase in use of alcohol or using drugs.
- History of violent or aggressive behavior or frequent physical fighting off or on duty.
- Displaying a loss of control, (i.e., loss of temper on a frequent basis, frequently for unsubstantiated reasons, or over minor issues).
- Either joking or making serious direct or veiled threats.
- Physically, verbally or emotionally intimidating others or instilling fear, for example harassing phone calls, emails and/or stalking.
- Being obsessed with one's job and having no known outside threats.
- Being a loner and/or expressing a strong desire for a personal or romantic relationship with a co-worker. Under these circumstances, the co-worker may feel threatened and report the unwanted attention.
- Obsession with weapons or militia, particularly if this is new behavior for an employee or volunteer.
- Feeling constantly disrespected, demonstrating a "me versus the world" attitude. Experiencing difficulty with authority, for example feeling discriminated against, harassed, or intentionally targeted. Does not accept criticism well and commonly harbors resentment.
- Expressing desperation, significant frustration or depression over recent professional, personal, or financial problems.
- Fascination with other recent incidents of violence and approval of the use of violence.

- Disregard for safety, thus presenting a risk to self and others.
- Demonstrates a lack of conscience and/or abuse towards other persons or animals.
- Vandalism or property damage.
- Failing to acknowledge the feelings or rights of others.
- Having been a victim of violence or bullying.

All acts of, or threats of violence will be thoroughly investigated and disciplinary action and/or legal prosecution to the fullest extent possible will be pursued against employees, and non-employees for violating this policy.

What to do:
If you witness a potentially violent situation, or are dealing with a threatening or violent person do not place yourself in danger or try to intercede. You should not attempt to challenge or disarm the individual. Tips proven to be effective in this type of situation are as follows:

- Try to remain calm;
- Keep a distance of 4-6 feet;
- Do not touch the threatening or violent individual;
- Make constant eye contact, but do not try to "stare them down";
- Actively listen and respond to the individual;
- If a supervisor or other appropriate authority can be safely notified of the need for assistance without endangering your safety of that of others, do so. Otherwise, cooperate and follow the instructions given. Please see reporting procedures below.

Reporting Procedure
All threats of (or actual) violence, both direct and indirect, MUST be reported as soon as possible to your immediate supervisor, Department Head, Clerk/HR Director, or City Administrator. Employees are empowered to contact the appropriate law enforcement authorities without first informing their immediate supervisor if there is a reasonable belief that immediate danger to their own safety or of others exists. Employees shall then immediately report to their supervisor or others in the chain of command.

A reportable incident can be an act or threat from employees, as well as other members of the public and includes those threats or acts that may be perceived, actually experience or witnessed. When reporting an act or threat of violence, you should be as specific and detailed as possible. Employees must also report all threats or violent acts they witness or experience while on duty away from the City of Lake Elmo premises or during any City of Lake Elmo-related activity, or which related to the employee or legitimate business interest of the City of Lake Elmo.

The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and integrity of its investigation, the City of Lake Elmo may suspend employees suspected of violence or threats of violence, either with or without pay, pending investigation.

In no instance will an employee be disciplined, retaliated against or discharged for good faith reporting of any legitimate act or threat of violence. Anyone reasonably believed to have engaged in retaliation of any kind will be subject to disciplinary action up to and including termination of employment and/or prosecution for any criminal behavior linked to retaliatory activity. False or intentionally misleading reports are unacceptable and will be handled through City personnel procedures regarding disciplinary measures up to and including employment termination when appropriate.

INVESTIGATING ALLEGED MISCONDUCT AND PERFORMANCE PROBLEMS

A prompt and thorough investigation is to be conducted when an employee performs below acceptable standards or violates a work rule. This requires the Supervisor to:

1. Obtain the facts of the situation (when and how was the work quality/quantity inadequate, what exactly occurred, where and when the events happened, who was involved, etc.). A written record should be maintained.

2. Review the employee's personnel file (particularly prior performance evaluations and any disciplinary record) plus other relevant documents (time sheets, labor contracts, Department procedures, etc.).

3. Assess if the situation is caused by operational problems (failure to communicate expected standard or work rule, unreasonably high standards, inadequate employee training, insufficient materials or equipment, etc.).

4. Research how similar incidents in the past were handled in the Department and/or City.

5. Determine the corrective action to be taken. This action should be fair, equitable, and no more severe than required to correct the employee performance.

The City will make effort to ensure that those named in a complaint, or are too closely associated with those involved in the complaint; will not be part of the investigative team or efforts.

The City of Lake Elmo can, at its discretion, utilize a neutral third-party investigator to address all workplace allegations.

You are not required to directly confront any persons who are the source of your problem or question or closely associated with the person who is the source of the problem or question. Instead, you are strongly encouraged to openly and honestly discuss the situation directly with your Department Head, Clerk/HR Director, or City Administrator. You are required to make a reasonable effort to bring forward any allegations of work-related problems or wrongdoing so the City my stop such wrongdoing and prevent future occurrences.

EMPLOYEE RECRUITMENT & SELECTION

Scope

The City Administrator or a designee will manage the hiring process for positions within the City. While the hiring process may be coordinated by staff, the City Council is responsible for the final hiring decision and must approval all hires to City employment. All hires will be made according to merit and fitness related to the position being filled.

Features of the Recruitment System

The City Administrator or designee will determine if a vacancy will be filled through an open recruitment or by promotion, transfer or some other method. This determination will be made on a case-by-case basis. The majority of position vacancies will be filled through an open recruitment process.

Application for employment will generally be made on application forms provided by the City. Other materials in lieu of a formal application may be accepted in certain recruitment situations as determined by the City Administrator or designee. Supplemental questionnaires may be required in certain situations. All candidates must complete and submit the required application materials by the posted deadline, in order to be considered for the position. The deadline for application may be extended by the City Administrator.

Position vacancies may be filled on an "acting" basis as needed. The City Council will approve all acting appointments. Pay rate adjustments, if any, will be determined by the City Council.

Testing and Examinations

Applicant qualifications will be evaluated in one or more of the following ways: training and experience rating; written test; oral test or interview; performance or demonstrative test; physical agility test, or other appropriate job-related exam.

Internal recruitments will be open to any City employee who: (1) has successfully completed the initial training period; (2) meets the minimum qualifications for the vacant position; and (3) currently is and for the past year has been in good standing with the City.

The City Council or designee will establish minimum qualifications for each position with input from the appropriate supervisor. To be eligible to participate in the selection process a candidate must meet the minimum qualifications.

Pre-Employment Medical Exams

The City Administrator or designee may determine that a pre-employment medical examination, which may include a psychological evaluation, is necessary to determine fitness to perform the essential functions of any City position. Where a medical examination is required, an offer of employment is contingent upon successful completion of the medical exam.

When a pre-employment medical exam is required, it will be required for all candidates who are finalists and/or who are offered employment for a given job class. Information obtained from the medical exam will be treated as confidential medical records.

When required, the medical exam will be conducted by a licensed physician designated by the City with the cost of the exam paid by the City. (psychological/psychiatric exams will be conducted by a licensed psychologist or psychiatrist.) The physician will notify the City Administrator or designee that a candidate either is nor isn't medically able to perform the essential functions of the job, with or without accommodations and whether the candidate passed a drug test, if applicable. If the candidate requires accommodation to perform one or more of the essential functions of the job, the City Administrator or designee will confer with the physician and candidate regarding reasonable and acceptable accommodations.

If a candidate is rejected for employment based on the results of the medical exam, he/she will be notified for this determination.

Selection Process

The selection process will be a cooperative effort between the City Administrator or designee and the hiring supervisor, subject to final hiring approval of the City Council. Any, all or none of the candidates may be interviewed.

The process for hiring seasonal and temporary employees may be delegated to the appropriate supervisor with each hire subject to final City Council approval. Except where prohibited by law, seasonal and temporary employees may be terminated by the supervisor at any time, subject to City Council approval.

Background Checks

All finalists for employment with the City will be subject to a background check to confirm information submitted as part of application materials and to assist in determining the candidate's suitability for the position. Except where already defined by state law, the City Administrator will determine the level of background check to be conducted based on the position being filled.

Training Period

The training period is an integral part of the selection process and will be used for the purpose of observing the employee's work and for training the employee in work expectations. Training periods apply to new hires, transfers, promotions and rehires. Training periods are six months in duration.

DISCIPLINARY ACTIONS

Disciplinary actions include the following; Oral Reprimand, Written Reprimand, Extension of Orientation, thirty (30) day Disciplinary Probation, Demotion, Suspension, Discharge, or a combination of any of the above.

Procedures For Progressive Disciplinary Actions

The following are procedures which may be implemented for progressive disciplinary actions. There is no requirement that all or any of these procedures be used in connection with any disciplinary action and they are not an exclusive statement of actions:

1. ***Oral Reprimand*** - Formal or informal interview between the employee and the Department Head and/or Administrator. This must always be private. Oral Reprimands will be documented in the employee's personnel file, with a copy provided to the employee.

2. ***Written Reprimand*** - Must be presented to the employee and discussed between the employee and their Department Head. The employee must affix a signature to the Written Reprimand before it is placed in the personnel file.

3. ***Extension of Probation*** - This must be explained on the Performance Evaluation completed at the time the orientation period is scheduled to end. Extension will not exceed six (6) months. This must be approved by the City Administrator and signed by the employee.

4. ***Thirty Day Disciplinary Probation*** - This is a "last chance" period for an employee to correct a pattern of continuing recurring or frequent violations. This action will be subject to a Performance Evaluation. The notification must be provided to the employee in writing and approved by the City Administrator. If the specific behavior or problem is not corrected or reoccurs within the thirty (30) day period, harsher disciplinary actions will be undertaken.

5. ***Demotion or Transfer*** – An employee may be demoted for work performance falling below the established standards. The employee must be demoted to a position for which they qualify. Written notice must be given to the employee at least five (5) working days in advance of the effective date of the demotion. All demotions must be approved by the City Administrator. All demotions will be subject to a Performance Evaluation.

6. ***Suspension***

   a. ***Disciplinary Suspension*** - Employees may be suspended without pay for up-to thirty (30) calendar days for disciplinary reasons. Notice must be given to the employee in writing from the Department Head with the approval of the City Administrator. Employees must be put on Administrative Suspension (below) for five (5) working days pending investigation prior to a disciplinary suspension.

   b. ***Administrative Suspension*** - When an employee is subject to a disciplinary suspension or discharge they must first be placed on administrative suspension for five (5) working days pending investigation (without pay). Notice must be given in writing from the Department Head with the approval of the City Administrator. Investigations, at a minimum, must include a Performance Evaluation and evaluation of statements submitted by any concerned party (public complainants, Supervisor, other employees and/or witnesses). The result of the investigation and the action to be taken must be prepared in writing and provided to the employee before the end of the five (5) day suspension. If the investigation clears the employee of the charges, they will receive retroactive pay for the period of suspension and all references to the incident will be removed from the employee's personnel file.

   In situations of misconduct where it is deemed necessary to remove the employee immediately from the situation (work site), they may be suspended by oral command of the Department Head, or the City Administrator. Suspensions of this type will be with pay and limited to the remainder of the employee's current shift. If the action was taken by someone other than the Department Head, that person must provide a written report of the incident to the Department Head(s), (in their absence to the City Administrator), no later than 8:00 a.m. the following work day. The Department Head or Administrator must make a decision on further investigation or disciplinary action to be taken and inform the employee of their decision no later than 4:00 p.m. that following workday.

7. ***Discharge/Dismissal*** - An employee may be discharged for major conduct violation, repetition of minor conduct violations, or for work performance falling below the established standards. Notice must be given to the employee in writing. The employee must be suspended for five (5) working

days pending investigation (see Administrative Suspension), which will include notice of the charges to the employee. The City Administrator must approve discharges.

Refusal To Sign A Disciplinary Action

Every employee has the right to refuse to sign a disciplinary action. **Grievance Procedure**

Any dispute between an employee and the City relative to the application, meaning or interpretation of these personnel policies will be settled in the following manner:

Step 1: The employee must present the grievance in writing, stating the nature of the grievance, the facts on which it is based, the provision or provisions of the personnel policies allegedly violated and the remedy requested, to the proper supervisor within twenty-one (21) days after the alleged violation or dispute has occurred. The supervisor will respond to the employee in writing within seven (7) calendar days.

Step 2: If the grievance has not been settled in accordance with Step 1, it must be presented in writing, stating the nature of the grievance, the facts on which it is based, the provision or provisions of the Personnel Policies allegedly violated, and the remedy requested, by the employee to the City Administrator within seven (7) days after the supervisor's response is due. The City Administrator or his/her designee will respond to the employee in writing within seven (7) calendar days. The decision of the City Administrator is final.

Waiver

If a grievance is not presented within the time limits set forth above, it will be considered "waived." If a grievance is not appealed to the next step in the specified time limit or any agreed extension thereof, it will be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal within the specified time limits, the employee may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the City and the employee without prejudice to either party.

The following actions are not grievable:

1. Performance evaluations;
2. Pay increases or lack thereof; and
3. Merit pay awards.

The above list is not meant to be all inclusive or exhaustive.

EMPLOYMENT TERMINATION

Below are examples of common circumstances under which employment is terminated.

RESIGNATION	Employment termination initiated by an employee who chooses to leave the City of Lake Elmo voluntarily. If you intend on terminating

	employment with us, we ask that you put your resignation in writing and provide at least two (2) weeks' notice. Unused accrued vacation time will be paid.
DISCHARGE	Involuntary employment termination initiated by the City of Lake Elmo for disciplinary reasons. Unused accrued vacation time will be paid.
RELEASES AND LAYOFFS	Involuntary employment termination initiated by the City of Lake Elmo for non-disciplinary reasons. Unused accrued vacation time will be paid.
MEDICAL TERMINATION	Employment termination initiated by the employee or by the City of Lake Elmo when an employee is unable, for health reasons, to continue to work and perform the essential functions of the job. Unused accrued vacation time will be paid.
RETIREMENT	Voluntary retirement from active employment status initiated by the employee. Unused accrued vacation time will be paid.
JOB ABANDONMENT	No-call, no-show, or other failure to report to work.

The City of Lake Elmo has the right to terminate an employee at any time for any reason, except those prohibited by law, with or without cause. If you have used any unearned vacation prior to your termination, the amount of the vacation will be deducted from your final paycheck.

All of your employee benefits will be affected by employment termination. Health insurance coverage, at our rates, may be continued at your expense as specified by COBRA. You will be notified in writing of the terms, conditions, limitations, and costs associated with continuation coverage. Please ask your Department Head(s) if you have any questions.

When an employee leaves the City of Lake Elmo, whether their separation is voluntary or involuntary, the employee will be required to participate in an exit interview with the Department Head and City Clerk/HR Director to further understand the reasons for leaving. Any property of the City of Lake Elmo in your possession at termination must be returned to your immediate Department Head(s) no later than your last day of work. A forwarding address must be furnished so we can send you a W-2 at year-end.

SEPARATION FROM SERVICE

Resignations

Employees wishing to leave the City service in good standing must provide a written resignation notice to their supervisor, at least ten (10) working days before leaving. Exempt employees must give thirty (30) calendar days notice. The written resignation must state the effective date of the employee's resignation. Failure to comply with this procedure may be cause for denying the employee's severance pay and any future employment with the City.

Severance Pay

Employees who leave the employ of the City in good standing by retirement or resignation will receive pay for 100% of unused accrued vacation (*annual leave*).

EMPLOYEE ACKNOWLEDGMENT FORM

I understand this employee handbook describes important information about employment at the City of Lake Elmo and I should consult the City Administrator regarding any questions not answered in this handbook.

I understand the copy of the handbook I receive as noted on the date below supersedes all other employee handbooks or employment policies and practices that may have been in use prior to this edition. Since provisions of this handbook are subject to change, I further understand revisions to it may supersede or eliminate one or more existing policies and/or benefits and all such changes will be communicated through official notices.

I acknowledge this handbook is neither a contract of employment nor a legal document. I have received, read, and understand the policies contained in this handbook and will read any revisions made to it in the future.

I understand the City reserves the right to access, monitor, and retrieve emails, voicemails, computer files, internet records and other information contained on or within the City's computer system at any time at the City's sole discretion.

I understand the personnel policies prohibiting workplace wrongdoing and the corresponding reporting procedures.

I understand how to report workplace wrongdoing and that there are several avenues of internal complaint available.

The City has provided me with the names of the individuals to contact within the organization that are designated to respond to allegations of wrongdoing.

I understand the City reserves the right to utilize an outside third-party investigator to address allegations of workplace wrongdoing or otherwise help resolve employee relations problems or disputes.

Should my employment with the City of Lake Elmo end, I will return this handbook (and any copies and/or updates to it) and any other property of the City of Lake Elmo in my possession to my immediate Department Head no later than my last day of work.

_____ _____

Employee's Signature Date

_____

Employee's Name (typed or printed)

_____ _____

Department Head's Signature Date

This page has been left blank intentionally.

APPENDIX A

XIV. HIPAA's PRIVACY RULE POLICIES AND PROCEDURES

Purpose:

The purpose of this document is to educate, and identify the need to formally create and implement policies and procedures for the City of Lake Elmo and other appropriate workforce staff, regarding Health Insurance Portability and Accountability Act (HIPAA) Privacy Rules.

General Policy:

A. In compliance with Sec. 164.530(i)(1)-(3) of HIPAA's Privacy Rules, the City of Lake Elmo will create and implement policies and procedures with respect to Protected Health Information (PHI) that are designed to comply with the standards, implementation specification, or other requirements of HIPAA's Privacy Rules. The policies and procedures will be reasonably designed, taking into account the size of and the type of activities that relate to PHI undertaken by the City of Lake Elmo, to ensure compliance. This standard will not be interpreted to permit or excuse an action that violates any other standard, implementation specification, or other requirement of HIPAA's Privacy Rules.

B. Regarding changes to the City of Lake Elmo's group health plan policies and procedures:

   1. The City of Lake Elmo will change its policies and procedures as necessary and appropriate to comply with changes in the law, including the standards, requirements, and implementation specifications of HIPAA's Privacy Rules.
   2. When the City of Lake Elmo changes a privacy practice that is stated in the Notice (see Sec. 164.520 of HIPAA's Privacy Rules), and makes corresponding changes to its policies and procedures, it may make the changes effective for PHI that it created or received prior to the effective date of the Notice revision, as the City of Lake Elmo has, in accordance with Sec. 164.520(b)(1)(v)(C) of HIPAA's Privacy Rules, included in the Notice a statement reserving its right to make such a change in its privacy practices; or the City of Lake Elmo may make any other changes to policies and procedures at any time, provided that the changes are documented and implemented in accordance with HIPAA's Privacy Rules.

C. The following HIPAA Privacy related policies and procedures are attached to this company policy as appendixes:

I. Administrative, Technical and Physical Safeguards
II. Workforce Training
III. Individual Rights under HIPAA
IV. Business Associates
V. Uses & Disclosures for which an Authorization Form is Required
VI. Minimum Necessary Standard
VII. Accounting of Disclosures
VIII. Notice of Privacy Practices
IX. Complaint Process
X. Mitigation
XI. Workforce Sanctions

Changes in Law.

Whenever there is a change in the law that necessitates a change to the City of Lake Elmo's policies or procedures, the City of Lake Elmo will promptly document and implement the revised policy or procedure. If the change in law materially affects the content of the Notice required by Sec. 164.520 of HIPAA's Privacy Rules, the City of Lake Elmo will promptly make the appropriate revisions to the Notice in accordance with Sec. 164.520(b)(3) of HIPAA's Privacy Rules.

Documentation Requirement.

The City of Lake Elmo must retain the HIPAA Privacy policies and procedures in written or electronic form and will be retained for six years from the date of its creation or the date when it last was in effect, whichever is later, as required by Sec. 164.530(j)(2).

Approved By Plan Sponsor/Administrator.

By:_____

Job Title:_____

Date:_____

HIPAA's Privacy Rule: Appendix I
Administrative, Technical and Physical Safeguards

Purpose:

The purpose of this document is to outline and educate City of Lake Elmo Employees and other appropriate workforce staff, about the procedures and policies needed to comply with the administrative requirement relating to "safeguards" (164.530(c)(1) and 164.504(f)(2)(iii)) with the privacy rule under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Policy:

The City of Lake Elmo must have in place appropriate administrative, technical and physical safeguards to protect the privacy of plan member protected health information.

The City of Lake Elmo must reasonably safeguard protected health information from any intentional or unintentional use or disclosure that is in violation of the standards, implementation specifications or other requires under HIPAA's Privacy Rules.

The City of Lake Elmo is required to reasonably safeguard protected health information to limit incidental uses or disclosures made pursuant to an otherwise permitted or required use or disclosure of plan member PHI.

As is outlined in the preamble to the Privacy Regulations, and is combined with this safeguards policy and procedure, this policy and procedures shall work in combination with the City of Lake Elmo's *Minimum Necessary* policy and procedures documents.

Proper procedures:

"Safeguarding" the City of Lake Elmo's plan member protected health information includes the following required administrative procedures:

- Documents containing plan member PHI (i.e., renewal reports, copies of EOB's etc.) be shredded when no longer necessary and prior to disposal;
- Requiring that doors to plan member PHI (or file cabinets housing such records) remain locked and limiting which personnel are authorized to have the key or password.
- Discussions with plan participants should be conducted in a place and manner in which overhearing the discussion by others will not occur.
- Email transmissions of plan member PHI should be confidential and the proper encryption applied.
- Ensure that plan member protected health information is not visible at locations not under secured settings within the Employee Benefits Department.
- PHI that is located on computers soon to be discarded should have hard drives cleared of all data.

- Any plan member PHI that is lost or missing from respective areas be reported immediately to the Privacy Officer for proper mitigation efforts.
- Any plan member PHI held by a terminated Business Associate, should be requested by applicable employee benefit staff that all plan member PHI be returned to the City of Lake Elmo if feasible.
- Other processes could be instituted as determined by the City of Lake Elmo's Privacy Officer.

Providing Adequate Separation between the group health plan & the Plan Sponsor:

The Privacy Rules under 164.504(f)(2)(iii) stipulates that employers like the City of Lake Elmo must build **"fire-walls"** around those members of its staff involved in plan operations. The fire-walls are intended to ensure that employee health data is not used for employment-related actions, such as hiring, firing or promotion, or for decision-making in connection with other employee benefit plans, such as life insurance or long-term disability coverage.

It is understood at the writing of this policy and procedure, that fire-walls mean a set of procedures and rules that prohibit employees who work in one Department from disclosing certain information to employees in another Department.

The Employee Benefit Department and other applicable staff as documented below shall secure and safeguard at all times, plan member PHI from other Departments within the City of Lake Elmo.

Administration
Public Works
Water and Sewer Department
Engineering Department
Park and Recreation Department

At any time that an individual or Department as mentioned above, believes that plan member PHI has been used inappropriately (it has been used in an employment related action), the Privacy Officer shall be immediately notified and mitigation procedures initiated immediately. Other applicable policies and procedures related to the use or disclosure of protected health information should be reviewed for possible administration processing and necessary.

HIPAA's Privacy Rule: Appendix II
Workforce Training

Purpose:

The purpose of this document is to outline and educate the City of Lake Elmo employees and other appropriate workforce staff, about HIPAA's Privacy Rules' requirement for workforce training, and to create a policy which the City of Lake Elmo will follow in order to fully comply with the requirement.

Policy:

Sec. 164.530(2)(i)-(ii) of HIPAA's Privacy Rules creates an administrative requirement to implement privacy training for the City of Lake Elmo.

Specifically, the City of Lake Elmo will provide training:

- To each member of the City of Lake Elmo's workforce (defined by Sec. 160.103 of HIPAA's Privacy Rules as: employees, volunteers, trainees, and other persons whose conduct, in the performance of work for the City of Lake Elmo Health Plan, is under the direct control of the City of Lake Elmo, whether or not they are paid by the City of Lake Elmo) by no later than April 14, 2004.
- After April 14, 2004, each new member of the City of Lake Elmo's workforce will be trained within a reasonable period of time after the person joins the workforce (associated with the City of Lake Elmo's Group Health Plan). Such training will be a part of their initial training.
- Each member of the City of Lake Elmo's workforce who change positions, as relates to health plan functions, will be trained within a reasonable period of time after such change. Such training will be a part of their initial training relative to the change in positions.
- Each member of the City of Lake Elmo's workforce whose health plan functions are affected by a material change in the policies or procedures the City of Lake Elmo implements to comply with HIPAA's Privacy Rules will be trained regarding such change within a reasonable period of time after the material change becomes effective.

Documentation Requirement:

The City of Lake Elmo will document that the training referenced above has been provided. Such documentation will be maintained by the Privacy Officer for a period of six (6) years, as required by Sec. 164.530(j)(2) of HIPAA's Privacy Rules.

Training Material:

PowerPoint training material has been developed and will be used to train applicable staff on the policies and procedures the City of Lake Elmo has put into place to comply with

HIPAA's Privacy Rule. Training material shall be revised by the Privacy Officer at any time the regulations and/or state requirements are revised.

HIPAA's Privacy Rule: Appendix III
Individual Rights under HIPAA

FIRST RIGHT: Right of An Individual To Inspect & Copy Protected Health Information (PHI)

Purpose:

The purpose of this document is to outline and educate the City of Lake Elmo and other appropriate workforce staff about the procedures and policies needed to comply with the right of an individual to inspect and copy his or her PHI (164.524-Access of individuals to protected health information) as required by the Privacy Rule under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

The City of Lake Elmo is committed to ensuring compliance with all HIPAA required rules and regulations including the right of a plan member to inspect and copy his or her plan member PHI in a designated record set held by the group health plan. This right to inspect and copy PHI is available to plan members for as long as the plan member's PHI is maintained by the City of Lake Elmo Group Health Plan and in compliance with other HIPAA required rules and regulations that may apply.

Definitions:

Designated Record Set: for health plans at a minimum (per review of Fed. Reg. 82489) designated record set shall include the enrollment, payment, claims adjudication and case or medical management record systems of the plan.

The City of Lake Elmo must decide what makes up the designated record set, document that determination in this policy and procedure and establish procedures as outlined below for handling requests for access.

Procedures:

To Grant or Not-Grant Access to Plan Member PHI when Requested

Right of Access to PHI:

An individual covered under the City of Lake Elmo Group Health Plan has the **right** to access his or her PHI, except (per review of 164.524(a)(1) of the Privacy Rule) in any one of the following circumstances apply:

- Psychotherapy notes;
- Information compiled in anticipation of, or use in, a civil, criminal or administrative action or proceeding; and

- PHI maintained by the group health plan that is 1) subject to the Clinical Laboratory Amendments of 1988; or 2) exempt from the Clinical Laboratory Improvements Amendments of 1988 (forensic testing, research laboratories that test human specimens, drug testing that is conducted by the National Institutes on Drug Abuse).

In any of the above situations, the group health plan may deny any individual access without allowing the individual the opportunity for review of PHI.

All group health plan workforce staff must ask the individual requesting the access of individual PHI, whether any of the above mentioned circumstances apply.

Unreviewable Grounds for Denial of Access to PHI:

In addition to the above, the group health plan may deny a plan member access to his or her information **without providing an opportunity for review** in the following circumstances:

- The PHI is exempted from the right of access as the PHI is not maintained in a designated record set maintained by the group health plan.
- A covered entity that is a correctional institution or a health care provider acting under the direction of the correctional institution may deny, in whole or in part, an inmate's request to obtain a copy of PHI, if obtaining such copy would jeopardize the health, safety, security, custody, or rehabilitation of the individual or of other inmates, or the safety of any officer, employee, or other person at the correctional institution or responsible for the transporting of the inmate.
- The plan member, when consenting to participate in research that includes treatment, agreed to temporary denial of access to PHI created or obtained by a health care provide in the course of research, and the research is not yet complete.
- The plan member is requesting records that are subject to the Privacy Act of 1974 (This Act prohibits disclosures of records contained in a system of records maintained by a federal agency or its contractors).
- The plan member is requesting PHI which was obtained from someone other than a health care provider under a promise of confidentiality and access would likely reveal the source of the information.

Reviewable Grounds for Denial of PHI:

Individual access may be denied, however plan members must be **given a right to have denials reviewed**, in the following situations:

- A licensed healthcare professional has determined that the access is likely to endanger the life or physical safety of the individual or another person;
- The PHI requested by the plan member makes reference to another person who is not a health care provider, and a licensed health care professional has determined that the request for access is likely to cause substantial harm to such other person; or
- The request for access is made by a plan member's personal representative and a licensed healthcare professional has determined that access is reasonably likely to

cause substantial harm to the individual or another person.

Steps to take should Access of Plan Member PHI be Granted to the Individual

1. Request of the plan member to have access to PHI should be made in writing. Written documentation should be maintained by the Privacy Officer.
2. The group health plan must take action within 30 days after receipt of the request when PHI is on-site and within 60 days when the PHI is off site. **One** 30 day additional extension is allowed for under the privacy rules. This is allowed only if the group health plan provides the plan member with a written statement of the reasons for the delay and the date by which the access request will be processed.
3. The City of Lake Elmo must provide the individual with access to the PHI in the form or format requested by the individual, if it is readily producible in such form or format; or if not, in a readable hard copy of such other form or format as agreed to by the City of Lake Elmo and the individual. The City of Lake Elmo may provide the individual with a summary of PHI requested, in lieu of providing access to the PHI or may provide an explanation of the PHI to which access has been provided, if: a) the individual agrees in advance to such a summary or explanation; and b) the individual agrees in advance to the fees imposed, if any, by the City of Lake Elmo for such summary of explanation.

Fees charged by the City of Lake Elmo for access to PHI

- A reasonable, cost-based fee may be imposed to the individual provided that the fee includes only the cost of copying, including the cost of supplies for and labor of copying
- Postage, when the individual has requests the information be mailed.
- A reasonable, cost-based fee may be imposed for the preparing of an explanation or summary of the PHI, if agreed to by the individual.

Steps to take should Access of Plan Member PHI NOT be Granted

- Should request for access be denied, a written denial of such request must be forwarded to the plan member. The written denial must contain the following information:
  1. Reason for the denial in plan language
  2. A statement of the plan member's right for review of denial (unless HIPAA privacy rules deny right for review as outlined above)
  3. A description of how the plan member may complain to the City of Lake Elmo or to the Secretary of Health & Human Resources. The description must include the name, title and telephone number of the contact person at the City of Lake Elmo

Other Responsibilities

If access is denied because the group health plan doesn't maintain the PHI being requested by the plan member, the letter must inform the plan member where to the appropriately request the information.

If the plan member requests a review of the original denial for access to PHI, the City of Lake Elmo should direct the request for re-review to appropriate legal professional for handling.

Documentation Requirements

The City of Lake Elmo must document the following and retain for documentation for six years:

1. The designated record sets that are subject to access by individuals; and
2. The titles of the persons or offices responsible for receiving and processing requests for access by individuals.

SECOND RIGHT: Right of an Individual to Amend Protected Health Information

Purpose:

The purpose of this document is to outline and educate the City of Lake Elmo and other appropriate workforce staff, about the procedures and policies needed to comply with the right of an individual to amend his or her PHI (164.526) if so requested by a plan member. This policy and procedure is created, initiated and administered as required by the privacy rule under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Definition:

Designated record set – the health plan must document and retain the designated record sets subject to access, and the titles of person or offices responsible for receiving and processing requests for access. Please see related information attached to this policy and procedure. [*The City of Lake Elmo will need to identify and document all PHI held in a designated record set as defined by 164.501 under the privacy rule. Once identified, a list of record sets and individuals responsible for processing PHI access should be attached to this completed policy and procedure, for future reference by workforce staff. Per Fed. Reg. 82489 "for health plans, designated record set include, at a minimum the enrollment, payment, claims adjudication and case or medical management records systems of the plan.]*

The City of Lake Elmo must decide what makes up the designated record set, document that determination in this policy and procedure and establish procedures as outlined below for handling requests for access.

Procedures:

Right to Amend PHI.

An individual has the right to have the City of Lake Elmo amend protected health information or a record about the individual in a designated record set for as long as the protected health information is maintained in the designated record set.

Denial of Amendment to Individual PHI.

The City of Lake Elmo may deny an individual's request for amendment, if it determines that the protected health information or record that is the subject of the request:

Was not created by the City of Lake Elmo's Group Health Plan unless the individual provides a reasonable basis to believe that the originator of protected health information is no longer available to act on the requested amendment;

- Is not part of the designated record set;
- Would not be available for inspection under § 164.524 (Access of individuals to protected health information); or
- Is accurate and complete.

Requests for Amendment of PHI & Timely Action Need.

The City of Lake Elmo must permit an individual to request that the City of Lake Elmo amend the protected health information maintained in the designated record set. The City of Lake Elmo may require individuals to make requests for amendment in writing and to provide a reason to support a requested amendment, provided that it informs individuals in advance of such requirements.

The City of Lake Elmo must act on the individual's request for an amendment no later than 60 days after receipt of such a request, as follows.

- If the City of Lake Elmo grants the requested amendment, in whole or in part, it must take the actions required by the Accepting the Request to Amend PHI paragraphs below.
- If the City of Lake Elmo denies the requested amendment, in whole or in part, it must provide the individual with a written denial as outlined later in this policy.

If the City of Lake Elmo is unable to act on the amendment request within the 60 day time period, the City of Lake Elmo may extend the time for such action by no more than 30 days, provided that:

Within 60 days, the City of Lake Elmo provides the individual with a written statement of the reasons for the delay and the date by which the City of Lake Elmo will complete its action on the request; and

The City of Lake Elmo may have only one such extension of time for action on a request for an amendment.

Accepting the Request to Amend PHI

If the City of Lake Elmo accepts the requested amendment, in whole or in part, the City of Lake Elmo must do the following:

- The City of Lake Elmo must **make the appropriate amendment** to the protected health information or record that is the subject of the request for amendment by, at a minimum, identifying the records in the designated record set that are affected by the amendment and appending or otherwise providing a link to the location of the amendment.

- The City of Lake Elmo must **inform the individual** that the amendment is accepted and obtain the individual's identification of and agreement to have the City of Lake Elmo notify the relevant persons with which the amendment needs to be shared as outlined directly below.

Informing Others of an Amendment of Plan Member PHI

The City of Lake Elmo must make reasonable efforts to inform and provide the amendment within a reasonable time to:

- Any persons identified by the individual as having received protected health information about the individual and needing the amendment; and

- Any persons, including business associates, that the City of Lake Elmo knows have the protected health information that is the subject of the amendment and that may have relied, or could foreseeably rely, on such information to the detriment of the individual.

Denying a Request to Amend PHI:

If the City of Lake Elmo denies the requested amendment, in whole or in part, the following steps must be taken:

- Provide the individual with a timely, written denial. The denial must use plain language and contain:

    1. The basis for the denial,
    2. The individual's right to submit a written statement disagreeing with the denial and how the individual may file such a statement;
    3. A statement that, if the individual does not submit a statement of disagreement, the individual may request that the City of Lake Elmo provide the individual's request for amendment and the denial with any future disclosures of the protected health information that is the subject of the amendment; and
    4. A description of how the individual may complain to the City of Lake Elmo Privacy Officer pursuant to the complaint policy and procedure or to the

Secretary of Health & Human Services. The description must include the name, or title, and telephone number of the City of Lake Elmo's contact person.

Statement of Disagreement:

The City of Lake Elmo must permit the individual to submit to the City of Lake Elmo a written statement disagreeing with the denial of all or part of a requested amendment and the basis of such disagreement. The City of Lake Elmo may reasonably limit the length of a statement of disagreement.

The City of Lake Elmo may prepare a written rebuttal to the individual's statement of disagreement. Whenever such a rebuttal is prepared, the City of Lake Elmo must provide a copy to the individual who submitted the statement of disagreement.

Documentation Requirement:

The City of Lake Elmo must, as appropriate, identify the record or protected health information in the designated record set that is the subject of the disputed amendment and append or otherwise link the individual's request for an amendment, the City of Lake Elmo's denial of the request, the individual's statement of disagreement, if any, and the City of Lake Elmo's response, if any, to the designated record set.

If the City of Lake Elmo is informed by another covered entity of an amendment to an individual's protected health information, the workforce staff will immediately ensure that the designated record sets held by the group health plan will be appropriately amended as outlined by the other covered entity. The City of Lake Elmo must document the titles of the persons or offices responsible for receiving and processing requests for amendments by individuals and retain the documentation for six (6) years.

THIRD RIGHT: Right of an Individual to Request Additional Restrictions of PHI

Purpose:

The purpose of this document is to outline and educate the City of Lake Elmo and other appropriate workforce staff, about the procedures and policies needed to comply with the right of an individual to request privacy protection for PHI (164.522) if so requested by a plan member. This policy and procedure is created, initiated and administered as required by the privacy rule under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Policy:

Right of an Individual to Request a Restriction of the Uses and Disclosures of PHI.

The City of Lake Elmo must permit an individual to request that the City of Lake Elmo restrict:

- Uses or disclosures of protected health information about the individual to carry out treatment, payment, or health care operations; and
- Disclosures permitted under § 164.510(b).

The Privacy rule however, does not require that the City of Lake Elmo agree to a restriction.

If the City of Lake Elmo agrees to a restriction of any use or disclosure of an individual's PHI, The City of Lake Elmo may not use or disclose protected health information in violation of such restriction, except that, if the individual who requested the restriction is in need of emergency treatment and the restricted protected health information is needed to provide the emergency treatment, the City of Lake Elmo may use the restricted protected health information, or may disclose such information to a health care provider, to provide such treatment to the individual.

If restricted protected health information is disclosed to a health care provider for emergency treatment as mentioned above, the City of Lake Elmo must request that such health care provider not further use or disclose the information.

A restriction agreed to by the City of Lake Elmo is not effective under this subpart to prevent uses or disclosures permitted or required under §§ 164.502(a)(2)(ii) (to the Secretary of Health and Human Services), 164.510(a) (uses and disclosures for facility directories [hospital/physician office patient list/information] or 164.512 (uses or disclosures made when an authorization, or opportunity to agree or object is not required).

Terminating a Previously Agreed to Restriction of Plan Member PHI.

The City of Lake Elmo may terminate its agreement to a restriction, if:

- The individual agrees to or requests the termination in writing;
- The individual orally agrees to the termination and the oral agreement is documented; or
- The City of Lake Elmo informs the individual that it is terminating its agreement to a restriction, except that such termination is only effective with respect to protected health information created or received after it has so informed the individual.

Documentation Requirements.

When the City of Lake Elmo agrees to a restriction, workforce staff must document the restriction in accordance and retain such documentation for six (6) years.

Special Note Regarding Confidential communications Requests/Requirements.

The City of Lake Elmo must permit individuals to request and must accommodate reasonable requests by individuals to receive communications of protected health information from the health plan by alternative means or at alternative locations, if the individual clearly states that the disclosure of all or part of that information could endanger the individual.

The City of Lake Elmo may require the individual to make a request for a confidential communication in writing. The City of Lake Elmo may also condition the special accommodation on how payment, if any, will be handled; and specification of an alternative address or other method of contact.

The City of Lake Elmo may require that a request contain a statement that disclosure of all or part of the information to which the request pertains could endanger the individual.

HIPAA's Privacy Rule: Appendix IV
Business Associates

Purpose:

The purpose of this document is to outline the policy the City of Lake Elmo will implement regarding the requirements and procedures as relates to the City of Lake Elmo's Business Associates, as outlined by the privacy rule under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Furthermore, the purpose of this policy is to provide satisfactory assurances (through valid and enforceable Business Associate Contracts) from all identified Business Associates that the Business Associate will provide appropriate safeguards of the City of Lake Elmo's protected health information, which the City of Lake Elmo discloses.

Policy:

General Policy Regarding Business Associates:

The City of Lake Elmo will not disclose protected health information (PHI) to any Business Associates, who have been identified, without a valid Business Associate Contract in place (as required and defined by HIPAA's Privacy Rules).

Identifying the City of Lake Elmo's Business Associates:

Under Sec. 160.103 of HIPAA's Privacy Rules, a Business Associate is defined as follows:

An entity or individual (other than member's of the City of Lake Elmo's workforce) who, on behalf of the City of Lake Elmo, performs, or assists in the performance of a function or activity involving the use or disclosure of individually identifiable health information (as defined under Sec. 160.103 of HIPAA's Privacy Rules), including:

- claims processing or administration,
- data analysis, processing or administration,
- utilization review,
- quality assurance,
- billing,
- benefit management,
- repricing,
- legal services,
- actuarial services,
- accounting services,
- consulting services,
- data aggregation services (as defined by Sec. 164.501 of HIPAA's Privacy Rules),
- management services,
- administrative services,

- accreditation services,
- financial services, or
- any other function or activity regulated by HIPAA's Privacy Rules.

It is the City of Lake Elmo's policy as a Covered Entity under HIPAA's Privacy Rules to examine current and new relationships with any entity or individual that may receive individually identifiable health information (as defined under Sec. 160.103 of HIPAA's Privacy Rules) to determine if such entity or individual is a Business Associate of the City of Lake Elmo

The City of Lake Elmo will document and continue to track such Business Associates, and will identify with who a valid Business Associate Contract has been, or will need to be, entered into.

Policy of Having Business Associate Contracts

It is the City of Lake Elmo's policy to enter into Business Associate Contracts with all of their identified Business Associates, and that such Business Associate Contract will comply with Sec. 164.504 of HIPAA's Privacy Rules to the extent possible and reasonable.

Whenever practical, it is the City of Lake Elmo's policy to use the Sample Business Associate Contract Provisions (provided in the Federal Register, Vol. 67, No. 157, p. 53264, published August 14, 2002), amending the language as necessary to best fit the relationship with each Business Associate. The Privacy Officer and Contact Person will have samples of this language. The Privacy Officer will maintain copies of all signed Business Associate Contracts.

If a Business Associate Contract is entered into that uses language other than the Sample Business Associate Contract Provisions, the Contract will be reviewed to ensure it complies with HIPAA's Privacy Rules by containing, at least, the following provisions and policies:

- It must establish the permitted and required uses and disclosures of such information by the business associate. The contract may not authorize the business associate to use or further disclose the information in a manner that would violate the requirements of HIPAA's Privacy Rules, however, the contract may (1) permit the business associate to use and disclose protected health information (PHI) for the proper management and administration of the business associate, and (2) permit the business associate to provide data aggregation services relating to the health care operations of the City of Lake Elmo
- Provide that the business associate will not use or further disclose the information other than as permitted or required by the contract or as required by law.
- Provide that the business associate will use appropriate safeguards to prevent use or disclosure of the information other than as provided for by the contract.
- Provide that the business associate will report to the City of Lake Elmo any use or disclosure of the information not provided for by the contract of which the business associate becomes aware.

- Provide that the business associate will ensure that any agents, including a subcontractor, to whom the business associate provides protected health information received from, or created or received by the business associate on behalf of, the City of Lake Elmo agrees to the same restrictions and conditions that apply to the business associate with respect to such information.
- Provide that the business associate will make available protected health information in accordance with Sec. 164.524 of HIPAA's Privacy Rules.
- Provide that the business associate will make available protected health information for amendment and incorporate any amendments to protected health information in accordance with Sec. 164.526 of HIPAA's Privacy Rules.
- Provide that the business associate will make available the information required to provide an accounting of disclosures in accordance with Sec. 164.528 of HIPAA's Privacy Rules.
- Provide that the business associate will make its internal practices, books and records relating to the use and disclosure of protected health information received from, or created or received by the business associate on behalf of, the City of Lake Elmo available to the Secretary of Health and Human Services (or any other officer or employee of HHS to whom the authority involved has been delegated) for the purposes of determining the City of Lake Elmo's compliance with HIPAA's Privacy Rules.
- Provide that the business associate will at termination of the contract, if feasible, return or destroy all protected health information received from, or created or received by the business associate on behalf of, the City of Lake Elmo that the business associate still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of the contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- Authorize termination of the contract by the City of Lake Elmo, if the City of Lake Elmo determines that the business associate has violated a material term of the contract.

HIPAA's Privacy Rule: Appendix V
Uses & Disclosures for which an Authorization Form is Required

Purpose:

The purpose of this document is to outline and educate the City of Lake Elmo and other appropriate workforce staff, about the procedures and policies needed to comply with the authorization for uses and disclosures requirement (164.508) of the privacy rule under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Definitions:

Payment includes activities undertaken by a health care provider or health plan to obtain or provide reimbursement for the provision of health care, including billing and collection, review for medical necessity and utilization review.

Health Care Operations includes activities such as underwriting, premium rating, and other activities relating to the creation, renewal or replacement of a contract of health insurance or health benefits, and ceding, securing, or placing a contract for reinsurance of risk relating to claims for health care (including stop-loss insurance and excess loss insurance). Health care operations can also mean the resolution of internal grievances, general business management and administration of the City of Lake Elmo's group health plan.

Policy:

General policy regarding uses and disclosures for which an authorization is required:

Except as otherwise permitted or required by HIPAA's Privacy Rules (see below) the City of Lake Elmo may not use or disclose protected health information without an authorization that is valid, as determined under 164.508. When the City of Lake Elmo obtains or receives a valid authorization for its use or disclosure of protected health information, such use or disclosure must be consistent with such authorization.

Authorization Not Needed:

Under HIPAA's Rules, the City of Lake Elmo is **not required** to obtain an authorization when protected health information is used or disclosed to:

- The City of Lake Elmo's health plan for **payment** or **health care operations.**
- A health care provider for treatment activities of the plan member.
- To another covered entity or a health care provider for the payment activities of the entity that receives the information.

- To another covered entity for health care operation activities of the entity that receives the information if the City of Lake Elmo and the other covered entity either has or had a relationship with the plan member who is the subject of the protected health information being requested, the protected health information pertains to the current or former relationship, and the purpose for the disclosure is for: (1) treatment, payment or health care operations purposes, or (2) for the purpose of health care fraud and abuse detection or compliance.
- Use or disclosure of PHI as specifically permitted by the Privacy Rule pursuant to an exception.

Authorization Needed:

If a request for use or disclosure of plan member PHI does not fit any of the above scenarios, a valid authorization form must be completed and signed by the plan member. It is only valid until the expiration date noted on the authorization form.

Signing the authorization form is voluntary and the plan member may refuse to sign it.

The City of Lake Elmo Employee Benefit workforce staff must provide the plan member with a copy of the signed authorization form.

Revocation of a Previously Signed Authorization Form:

A plan member under the City of Lake Elmo's health plan may revoke a previously signed authorization form at any time, in writing.

Documentation Requirement:

Once signed, the authorization form must be retained in the Department for a period of six (6) years after it was created or expired, whichever is later.

HIPAA's Privacy Rule: Appendix VI
Minimum Necessary Standard

Purpose:

The purpose of this document is to outline and educate the City of Lake Elmo and other appropriate workforce staff, about the procedures and policies needed to comply with the minimum necessary standards requirement of privacy rule under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

General Policy:

a. The City of Lake Elmo is committed to ensuring the privacy of plan member PHI at all times. All workforce staff, responsible for health plan operations and administration, shall at all times make appropriate and reasonable efforts to limit plan member PHI to the very minimum necessary to accomplish the intended purpose.
b. Minimum necessary information shall be practiced when 'using' PHI, 'disclosing' PHI and/or requesting plan member PHI from another covered entity.
c. If at all possible, workforce staff will attempt to determine whether summary health information could satisfy the disclosure or request for disclosure of PHI.
d. All identified workforce shall be trained on this policy and procedure. This policy and procedure shall also be revisited to appropriate workforce staff at times and intervals determined by the **Privacy Officer**. All training should be documented by the **Privacy Officer**.

Application of the Minimum Necessary Standard:

Outlined below are the specific titles and classes of individuals in the City of Lake Elmo's workforce who will require access to plan member PHI to carry out job duties and responsibilities. Also specified below are the categories of PHI needed. If applicable, specific condition requirements are mentioned should certain individual's have limitations to such access of plan member PHI.

Job Description/Class of Individuals	Categories of PHI	Limitations/Conditions to Access PHI
Clerk/Director of Human Resources	Claims/prescriptions submitted for reimbursement, claims repricing, stop loss related, contribution and plan financial arrangements, any health/dental claims, flex benefit claims or reimbursements and any Employee Assistance program records.	None
Deputy Clerk/Treasurer	Claims/prescriptions submitted for reimbursement, claims repricing, stop loss related, contribution and plan financial arrangements, any health/dental claims, flex benefit claims or reimbursements and any Employee Assistance program records.	None
Finance Director	Claims/prescriptions submitted for reimbursement, claims repricing, stop loss related, contribution and plan financial arrangements, any health/dental claims, flex benefit claims or reimbursements and any Employee Assistance program records.	None
Auditors	Claims/prescriptions submitted for reimbursement, claims repricing, stop loss related, contribution and plan financial arrangements, any health/dental claims, flex benefit claims or reimbursements and any Employee Assistance program records.	None

Routine and Reoccurring Disclosures of PHI made on behalf of the health plan:

For any plan member PHI that is disclosed on a routine or reoccurring basis, the following guidelines should be followed in order to ensure that plan member PHI is disclosed to only the amount reasonably necessary to achieve the purpose of the disclosure.

Human Resource Manager and Workforce Staff: Claims/prescriptions submitted for reimbursement, claims repricing, stop loss related, contribution and plan financial arrangements, any health/dental claims, flex benefit claims or reimbursements and any Employee Assistance program records.

Chief Financial Officer: Claims/prescriptions submitted for reimbursement, claims repricing, stop loss related, contribution and plan financial arrangements, any health/dental claims, flex benefit claims or reimbursements and any Employee Assistance program records.

Third Party Administrator: Claims/prescriptions submitted for reimbursement, claims repricing, stop loss related, contribution and plan financial arrangements, any health/dental claims, flex benefit claims or reimbursements and any Employee Assistance program records. Third Party Administrators to include: Delta Dental, Virchow Krause & Company, Aflac and Aspirus Employee Assistance Services.

Non-routine Disclosures of PHI:

Any request for disclosure of plan member PHI that is not considered routine or reoccurring shall be reviewed by Sherry Weinkauf, Human Resource Director on an individual basis before disclosure would take place.

Sherry Weinkauf shall utilize any other applicable policy and procedure and/or consult with applicable parties [legal professionals] in order to assist in determining the appropriate minimum necessary disclosure of plan member PHI.

Documentation required – any disclosure made on a non-routine basis shall be documented by Sherry Weinkauf for record keeping purposes. Additionally, a determination will need to be made as to whether the disclosure needs to be accounted for via the Accounting of Disclosures Policy and Procedure.

Requests for Disclosures Made for a Plan Member's Entire Medical Record:

All requests for plan member's entire medical record shall be reviewed by Sherry Weinkauf, Human Resource Director. Sherry Weinkauf shall determine when the request is appropriate as the amount PHI needed to ensure applicable of the minimum necessary standard. HIPAA requires that entire medical records be released ONLY WHEN absolutely necessary.

HIPAA's Privacy Rule: Appendix VII
Accounting of Disclosures

Purpose:

The purpose of this document is to outline and educate the City of Lake Elmo and other appropriate workforce staff, about the procedures and policies needed to comply with the accounting of disclosure requirements of the privacy rule (164.528) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Definitions:

Disclosure means the release, transfer, provision of access to, or divulging in any other manner of information **outside** the covered entity holding the information.

Policy:

Individual's right to request an accounting of disclosures of PHI:

The City of Lake Elmo, in accordance with Sec. 164.528 of HIPAA's Privacy Rules, recognizes the right of each plan participant of the Health Plan (as defined in Sec. 160.103 of HIPAA's Privacy Rules) to request an accounting of **disclosures** (as the term "disclosure" is defined in Sec. 164.501 of HIPAA's Privacy Rules) of protected health information (PHI) made by the City of Lake Elmo, Group Health Plan in the six (6) years prior to the date on which the accounting is requested, or for a shorter amount of time specified in writing by the plan participant.

When an accounting of disclosures does NOT need to be accounted for:

The accounting shall include all disclosures of PHI made by the City of Lake Elmo, Group Health Plan except for the following disclosures (as outlined in Sec. 164.528(a)(1)(i) – (ix)):

- To carry out treatment, payment and health care operations as provided in Sec. 164.506 of HIPAA's Privacy Rules;
- To individuals of PHI about them as provided in Sec. 164.502 of HIPAA's Privacy Rules;
- Incident to a use or disclosure otherwise permitted under this policy, as provided in Sec. 164.502 of HIPAA's Privacy Rules;
- Pursuant to an authorization as provided in Sec. 164.508 of HIPAA's Privacy Rules;
- For the facility's directory or to persons involved in the individual's care or other notification purposes as provided in Sec. 164.510 of HIPAA's Privacy Rules;
- To correctional institutions or law enforcement officials as provided in Sec. 164.512(k)(5);
- For national security or intelligence purposes as provided in Sec. 164.514(e); or

- As part of a limited data set in accordance with Sec. 164.514(e). (A limited data set is PHI that excludes direct identifiers of the individual); or
- That occurred prior to April 14, 2004.

Additionally, no accounting needs to be made for a **"use"** of protected health information. A "use" means the sharing, employment, application, utilization, examination or analysis of individually identifiable health information **within** a covered entity that maintains such information.

Timeframe in which the City of Lake Elmo will provide the disclosure, and potential charge:

A plan participant must deliver to the City of Lake Elmo's specified contact person (Human Resource Director) a completed Request for Accounting of Disclosures of Protected Health Information form. The City of Lake Elmo will provide the accounting no later than sixty (60) days after receiving this completed form, or, if the City of Lake Elmo is unable to provide the accounting within that timeframe, may extend the time (no more than once) to provide the accounting, but by no more than thirty (30) additional days. The City of Lake Elmo will inform the individual requesting the accounting in writing prior to the expiration of the original sixty (60) day time period if this extension is applied.

The City of Lake Elmo will provide the first accounting to any one individual in any twelve (12) month period without charge. A reasonable cost-based charge may be applied to any additional requests made by the same individual within the twelve (12) month period (this charge will be communicated to the individual via the Requests for an Accounting of Disclosures of Protected Health Information form).

Content of accounting and maintaining documentation of disclosures:

The City of Lake Elmo will maintain a Log of Disclosures of PHI in order to be able to provide an appropriate written accounting of all disclosures, which will include the following information:

- The date of disclosure;
- The name of the entity or person who received the PHI and, if known, the address of such entity or person;
- A brief description of the PHI disclosed; and
- A brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure or, in lieu of such statement, a copy of a written request for a disclosure under Secs. 164.502(a)(2)(ii) (When required by the Secretary of Health and Human Services to investigate compliance or to determine that the City of Lake Elmo's Group Health Plan's compliance with the privacy rule) or 164.512 (Uses and disclosures for which an authorization or opportunity to agree or object is not required), if any.

Retention of the documentation by the City of Lake Elmo

The City of Lake Elmo will retain the documentation necessary to provide a complete accounting of disclosures of PHI for six (6) years from the date of the disclosure of the PHI.

The City of Lake Elmo will retain the written accounting that is provided to the individual for a period of at least six (6) years.

The City of Lake Elmo will also maintain the titles and names of the people responsible for receiving and processing accounting requests for a period of at least six (6) years.

HIPAA's Privacy Rule: Appendix VIII
Notice of Privacy Practices

Purpose:

The purpose of this document is to outline and educate the City of Lake Elmo and other applicable workforce staff, about the appropriate content and distribution of the City of Lake Elmo's Notice of Privacy Practices as required under Sec. 164.520 of HIPAA's Privacy Rules.

General Policy:

a. The City of Lake Elmo's Notice of Privacy Practices is created as a joint Notice as allowed for under the definition of Organized Health Care Arrangement (OHCA) under Sec. 164.504. It incorporates all benefit plans applicable or assigned under the City of Lake Elmo's group health plan.
b. The City of Lake Elmo's Notice contains the necessary language as required under 164.520(b)(1).
c. On or before April 14, 2004, all the City of Lake Elmo participating employees (enrolled in one or more benefit plans under the City of Lake Elmo's group health plan) will receive by U.S. Mail, a copy of the City of Lake Elmo's Notice.
d. After April 14, 2004, all new hires who enroll in one of the plans offered under the City of Lake Elmo's group health plan will receive a copy of the Notice at the time they enroll for coverage. The Notice will be provided to all new hires within the enrollment packet given to individuals as a new hire.
e. Should the City of Lake Elmo be aware of a change in the use or disclosure of plan member PHI related to the plan's payment or health care operations, the Notice shall be revised by the Privacy Officer and Contact Person as soon as reasonably possible.
f. Any time the Notice is revised, all employees then covered under one of the City of Lake Elmo's group health plans will receive a revised copy of the Notice by U.S. Mail within 60 days of a material revision.
g. Each the City of Lake Elmo location will maintain paper copies of the current Notice and will provide to employees when requested to do so.
h. All employees covered under the City of Lake Elmo's group health plan will be notified, no less frequently than three years, as to the availability of the notice.

Documentation Requirement:

The City of Lake Elmo will retain copies of the current Notice and subsequent Notices that have been revised. Such documentation will be maintained by the Privacy Officer and/or Contact Person for a period of six (6) years, as required by Sec. 164.530(j)(2) of HIPAA's Privacy Rules.

HIPAA's Privacy Rule: Appendix IX
Complaint Process

Purpose:

The purpose of this document is to outline and educate the City of Lake Elmo and other appropriate workforce staff, about the complaint mechanism for individual complaints in relation to the policies and procedures put in place by the City of Lake Elmo in order to comply with HIPAA's Privacy Rules.

Policy:

In compliance with Sec. 164.530(d)(1) of HIPAA's Privacy Rules, the City of Lake Elmo has implemented a complaint handling process so individuals can issue complaints regarding the City of Lake Elmo's policies and procedures implemented in order to comply with HIPAA's Privacy Rules. The complaint process is outlines below.

The City of Lake Elmo will document all complaints made, the handling thereof, and the eventual outcome. Such documentation will be maintained by the Privacy Officer for a period of six (6) years, as required by Sec. 164.530(j)(2) of HIPAA's Privacy Rules.

The City of Lake Elmo's Complaint Process:

You will need to decide how the City of Lake Elmo would like the complaint process to operate. The contact person or office responsible for receiving the complaints will have to be identified in the policy, as well as in the notice to plan participants. The Privacy Rules do not designate any timeframes or processes regarding how complaints should be handled and resolved. The process can mirror any other complaint processes the City of Lake Elmo may currently have in place. Once determined what the complaint process will be it should be documented here in this section of the policy.

HIPAA's Privacy Rule: Appendix X
Mitigation

Purpose:

The purpose of this document is to outline, educate, and create policies and procedures for the City of Lake Elmo and other appropriate workforce staff, regarding HIPAA's Privacy Rules administrative requirements of mitigating any harmful effects of violations of privacy policies, refraining from intimidating or retaliatory acts, and not requiring individuals to waive their rights under HIPAA's Privacy Rules, as set forth in Sec. 164.530 of HIPAA's Privacy Rules.

Policy:

In compliance with Sec. 164.530(f) of HIPAA's Privacy Rules, the City of Lake Elmo, including any members of its workforce, will mitigate, to the extent practicable, any harmful effect that is known to the City of Lake Elmo of a use or disclosure of protected health information (PHI) in violation of the City of Lake Elmo's privacy policies and procedures, and/or of HIPAA's Privacy Rules, by the City of Lake Elmo or any of its Business Associates (as defined by Sec. 160.103 of HIPAA's Privacy Rules).

In compliance with Sec. 164.530(g), (1)-(2) of HIPAA's Privacy Rules, the City of Lake Elmo, including any members of its workforce, will not intimidate, threaten, coerce, discriminate against, or take other retaliatory action against:

- Any individual for the exercise by the individual of any right under, or for participation by the individual in any process established by, HIPAA's Privacy Rules and/or the privacy policies and procedures put in place by the City of Lake Elmo, or
- Any individual or other person for: filing a complaint with the City of Lake Elmo health plan or Secretary of Health and Human Services (or any other officer or employee of HHS to whom the authority involved has been delegated); testifying, assisting, or participating in an investigation or compliance review proceeding or hearing; or opposing any act or practice made unlawful by HIPAA's Privacy rules, provided the individual has a good faith belief that the practice opposed is unlawful, and the manner of the opposition is reasonable and does not involve a disclosure of protected health information (PHI) in violation of HIPAA's Privacy Rules.

In compliance with Sec. 164.530(h) of HIPAA's Privacy Rules, the City of Lake Elmo will not require individuals to waive their rights under HIPAA's Privacy Rules and/or the City of Lake Elmo's privacy policies and procedures as a condition of the provision of treatment, payment, enrollment in the health plan, or eligibility for benefits.

Documentation Requirement:

The City of Lake Elmo will document any violations of the policies listed above, the handling thereof, and the eventual outcome. Such documentation will be maintained by the Privacy Officer for a period of six (6) years, as required by Sec. 164.530(j)(2) of HIPAA's Privacy Rules.

Note:

The Privacy Rules do not prescribe steps that need to be taken in regards to the above three requirements, and no detailed steps need to be, nor should be, written beyond the basic requirements.

HIPAA's Privacy Rule: Appendix XI
Workforce Sanctions

Purpose:

The purpose of this document is to outline and educate the City of Lake Elmo and other appropriate workforce staff, about the possible sanctions for violating the policies and procedures put in place by the City of Lake Elmo in order to comply with HIPAA's Privacy Rules.

Policy:

As required by Sec. 164.530(e)(1) of HIPAA's Privacy Rules, the City of Lake Elmo has created and will uniformly apply appropriate sanctions against members of its workforce (defined by Sec. 160.103 of HIPAA's Privacy Rules as: employees, volunteers, trainees, and other persons whose conduct, in the performance of work for the City of Lake Elmo Health Plan, is under the direct control of the City of Lake Elmo, whether or not they are paid by the City of Lake Elmo) who fail to comply with the privacy policies and procedures the City of Lake Elmo has put in place.

Each member of the City of Lake Elmo's workforce will have proper notice of the City of Lake Elmo's privacy policies and procedures, as well as the possible sanctions for violating those policies and procedures (as outlined below), through the privacy training they receive. A copy of the possible sanctions available will be provided to each member of the workforce directly following training (or, if not possible directly thereafter, as soon as is reasonably possible).

Note: These sanctions (outlined below) do not apply to a member of the City of Lake Elmo's workforce with respect to activities related to Sec. 164.502(j) (*disclosures by whistleblowers and workforce member crime victims*) or Sec. 164.530(g)(2) (*refraining from intimidating or retaliatory acts: individuals and others*) of HIPAA's Privacy Rules.

Documentation Requirement:

The City of Lake Elmo will document all sanctions applied. Such documentation will be maintained by the Privacy Officer for a period of six (6) years, as required by Sec. 164.530(j)(2) of HIPAA's Privacy Rules.

Sanctions for violating the City of Lake Elmo's privacy policies and procedures:

Sanctions for violating the City of Lake Elmo's privacy policies and procedures fall under 6.6 Disciplinary Actions in the City of Lake Elmo's Personnel Manual, as well as Article 8 – Discipline and Discharge in the City of Lake Elmo and General Teamsters Union Local 662 Labor Agreement and Article 6 – Discipline and Discharge in the City of Lake Elmo Clericals Labor Agreement.

THE CITY OF LAKE ELMO

MAYOR & COUNCIL COMMUNICATION

DATE: October 16, 2012
REGULAR
ITEM #: K (C)
MOTION

AGENDA ITEM: Library Update
SUBMITTED BY: Dean Zuleger, City Administrator

THROUGH: Mayor Dean A. Johnston

REVIEWED BY: Dean Zuleger, City Administrator

SUMMARY AND ACTION REQUESTED: The City Council is asked to entertain a discussion and possible action on the City of Lake Elmo Library.

BACKGROUND INFORMATION: The Library Board has several housekeeping items for the City Council to act on and be informed about as it approaches its first year anniversary. Items to be discussed is the current slate of Library Board applications, the resignation of Board Member Jenna Weis and the naming of Rosemary Maier (1st Alternate) to fill the term, the Library Board's recent action to hire an FTE Librarian, and the desire of the Library Board to have a goal setting workshop in the near future. There may be some discussion on the conversion of the interim library building to rental housing after inspection and conversion.

STAFF REPORT: The Library Board has successfully opened a library facility with over 4,000 books, a reference section, and both teen and children departments. This effort was largely achieved through the use of a dedicated group of volunteers that have logged thousands of hours of time in building prep, collection preparation and manning day-to-day operations. It has truly been a herculean effort. A grand opening will take place on October 20th.

The Library By-laws note that (2) one-year Library Board terms are set to expire. These terms are currently filled by Board President Steve DeLapp and Board Member Sara Lindner – both who have orally re-applied for appointment. Local author Renee Murray has also applied in writing for a permanent Board position – Ms. Murray has been a stalwart volunteer at the Library.

Current Board member and new mother Jenna Weis has tendered her resignation due to time constraints with one-year left on her term. Per past practice her seat would be assumed by Rosemary Maier (1st Alternate).

With LTE Librarian Olivia Morris's recent departure, the Library Board voted on October 10th to hire a FTE Librarian (40 hours) and expand hours of operation to 40 hours as soon as possible. In

addition, it is the intent of the Library Board to conduct a goal setting workshop and retreat prior to year's end.

RECOMMENDATION: Based upon the background information presented, the staff recommends that the City of Lake Elmo City Council:

> **Advise the Library Board nomination Committee consisting of Mayor Johnston, Council Member Park, and Administrator Zuleger recommend to the City Council (2) Board Member Candidates and (1) Alternate Candidate for affirmation;**
>
> **Appoint 1st Alternate Rosemary Maier to complete the final year of a two-year term vacated by Board member Jenna Weis.**

SUGGESTED ORDER OF BUSINESS:

- Introduction of Item ..... City Administrator
- Report/Presentation ..... City Administrator
- Questions from Council to Staff ..... Mayor Facilitates
- Public Input, if Appropriate ..... Mayor Facilitates
- Call for Motion ..... Mayor & City Council
- Discussion ..... Mayor & City Council
- Action on Motion ..... Mayor Facilitates