

CITY OF MAPLE PLAIN

Payments

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Current Period: August 2016

| | | | | |
|------------------|---|---------------------------|-------------|-------------------------|
| Batch Name | 081916CICKS | User Dollar Amt | \$98,480.82 | |
| | Payments | Computer Dollar Amt | \$98,480.82 | |
| | | | \$0.00 | In Balance |
| Refer | <u>0 ABDO, EICK & MEYERS, LLC</u> | | | |
| Cash Payment | E 101-41500-301 Auditing & Accounting S | | | \$5,490.97 |
| | Invoice 370178 | | | |
| Cash Payment | E 101-41500-301 Auditing & Accounting S | | | \$3,335.55 |
| | Invoice 370178 | | | |
| Transaction Date | 8/19/2016 | Bank of Maple Plain | 10100 | Total \$8,826.52 |
| Refer | <u>0 A LA CARTE DESIGN</u> | | | |
| Cash Payment | E 105-45100-340 Advertising | | | \$45.00 |
| | Invoice 32124 | | | |
| | 8/2/2016 | | | |
| Transaction Date | 8/19/2016 | Bank of Maple Plain | 10100 | Total \$45.00 |
| Refer | <u>0 BELAYHOST</u> | | | |
| Cash Payment | E 101-41500-309 EDP, Software and Desi | | | \$90.78 |
| | Invoice 31704 | | | |
| | 8/1/2016 | | | |
| Transaction Date | 8/19/2016 | Bank of Maple Plain | 10100 | Total \$90.78 |
| Refer | <u>0 BETH WINTER</u> | | | |
| Cash Payment | E 105-45100-311 Contract Service | UFC - MAPLE PLAIN DAYS | | \$475.00 |
| | | DELIVERY/TENT/CHAIRS 2015 | | |
| | Invoice ***** | | | |
| Transaction Date | 8/19/2016 | Bank of Maple Plain | 10100 | Total \$475.00 |
| Refer | <u>0 BUDGET PRINTING CENTER</u> | | | |
| Cash Payment | E 101-41500-437 Miscellaneous | | | \$32.84 |
| | Invoice 2200 | | | |
| | 7/21/2016 | | | |
| Transaction Date | 8/19/2016 | Bank of Maple Plain | 10100 | Total \$32.84 |
| Refer | <u>0 BAGGY JO INC</u> | | | |
| Cash Payment | E 105-45100-311 Contract Service | | | \$460.00 |
| | Invoice DRV-16129 | | | |
| | 7/6/2016 | | | |
| Cash Payment | E 105-45100-311 Contract Service | | | \$153.16 |
| | Invoice DRV-16129 | | | |
| | 7/6/2016 | | | |
| Transaction Date | 8/19/2016 | Bank of Maple Plain | 10100 | Total \$613.16 |
| Refer | <u>0 CARSON & CLELLAND</u> | | | |
| Cash Payment | E 101-41610-304 Legal Services | | | \$3,182.55 |
| | Invoice | | | |
| Cash Payment | E 101-41610-304 Legal Services | 5210 MAIN STREET HAZ BLDG | | \$272.50 |
| | Invoice | | | |
| Cash Payment | E 101-41610-304 Legal Services | COLLISION CORNER | | \$463.13 |
| | Invoice | | | |
| Cash Payment | E 101-41610-304 Legal Services | T-MOBILE TOWER LEASE | | \$1,140.02 |
| | Invoice | | | |
| Cash Payment | E 101-41110-304 Legal Services | CRIMINAL | | \$1,389.41 |
| | Invoice | | | |
| Cash Payment | E 101-42110-304 Legal Services | VEHICLE FORFEITURE | | \$211.26 |
| | Invoice | | | |
| Cash Payment | E 101-41110-304 Legal Services | MONTHLY SUPPORT FEE | | \$14.11 |
| | Invoice | | | |

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Payments

Current Period: August 2016

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|------------------|-----------------|------------------------------------|-----------------------|--------------|------------|
| Transaction Date | 8/19/2016 | Bank of Maple Plain | 10100 | Total | \$6,672.98 |
| Refer | 0 | <i>CENTERPOINT ENERGY MINNEGA</i> | | | |
| Cash Payment | E 601-49400-383 | Gas Utilities | | | \$23.81 |
| Invoice | | | | | |
| Transaction Date | 8/19/2016 | Bank of Maple Plain | 10100 | Total | \$23.81 |
| Refer | 0 | <i>DAVES MULCH STORE</i> | | | |
| Cash Payment | E 101-45200-225 | Landscaping Materials | | | \$46.00 |
| Invoice | 10633 | 7/18/2016 | | | |
| Cash Payment | E 101-45200-225 | Landscaping Materials | | | \$46.00 |
| Invoice | 10673 | 7/25/2016 | | | |
| Transaction Date | 8/19/2016 | Bank of Maple Plain | 10100 | Total | \$92.00 |
| Refer | 0 | <i>ECM PUBLISHERS INC</i> | | | |
| Cash Payment | E 105-45100-340 | Advertising | | | \$250.00 |
| Invoice | | | | | |
| Cash Payment | E 101-41420-351 | Legal Notices Publishing | | | \$206.94 |
| Invoice | | | | | |
| Transaction Date | 8/19/2016 | Bank of Maple Plain | 10100 | Total | \$456.94 |
| Refer | 0 | <i>FRONTIER</i> | | | |
| Cash Payment | E 101-41500-321 | Telephone | 763-479-3047-111308-2 | | \$143.60 |
| Invoice | | | | | |
| Cash Payment | E 101-43000-321 | Telephone | 763-479-6882-082311-2 | | \$0.59 |
| Invoice | | | | | |
| Transaction Date | 8/19/2016 | Bank of Maple Plain | 10100 | Total | \$144.19 |
| Refer | 0 | <i>GOPHER STATE ONE-CALL, INC.</i> | | | |
| Cash Payment | E 101-43000-437 | Miscellaneous | | | \$39.15 |
| Invoice | 6070539 | 7/31/2016 | | | |
| Transaction Date | 8/19/2016 | Bank of Maple Plain | 10100 | Total | \$39.15 |
| Refer | 0 | <i>HD WATERWORKS</i> | | | |
| Cash Payment | E 601-49400-227 | Utility Maintenance Supp | | | \$175.80 |
| Invoice | F464878 | 5/3/2016 | | | |
| Transaction Date | 8/19/2016 | Bank of Maple Plain | 10100 | Total | \$175.80 |
| Refer | 0 | <i>HAWKINS INC.</i> | | | |
| Cash Payment | E 601-49400-216 | Chemicals & Chemical P | | | \$90.00 |
| Invoice | 3926342 RI | 7/29/2016 | | | |
| Cash Payment | E 601-49400-216 | Chemicals & Chemical P | | | \$15.00 |
| Invoice | 3926342 RI | 7/29/2016 | | | |
| Transaction Date | 8/19/2016 | Bank of Maple Plain | 10100 | Total | \$105.00 |
| Refer | 0 | <i>HENN COUNTY INFO TECHNOLOG</i> | | | |
| Cash Payment | E 101-43000-419 | General Rentals | | | \$74.32 |
| Invoice | 1000079657 | 8/2/2016 | | | |
| Transaction Date | 8/19/2016 | Bank of Maple Plain | 10100 | Total | \$74.32 |
| Refer | 0 | <i>CITY OF INDEPENDENCE</i> | | | |
| Cash Payment | E 101-41500-321 | Telephone | | | \$165.00 |
| Invoice | | | | | |
| Cash Payment | E 101-43000-321 | Telephone | | | \$136.85 |
| Invoice | | | | | |

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| Transaction Date | 8/19/2016 | Bank of Maple Plain | 10100 | Total | \$301.85 |
| Refer | 0 GREEN ACRES TREE SERVICE | | | | |
| Cash Payment | E 101-43100-224 Street Maintenance Mate Invoice | | | | \$280.00 |
| Transaction Date | 8/19/2016 | Bank of Maple Plain | 10100 | Total | \$280.00 |
| Refer | 0 JIMMYS JOHNNYS | | | | |
| Cash Payment | E 105-45100-410 Rentals (General) Invoice 104951 | | | | \$148.00 |
| | 7/19/2016 | | | | |
| Transaction Date | 8/19/2016 | Bank of Maple Plain | 10100 | Total | \$148.00 |
| Refer | 0 MAPLE PLAIN/INDEPENDENCE FIR | | | | |
| Cash Payment | E 101-42290-307 Fire Administration Invoice | MAPLE PLAIN-SEPTEMBER | | | \$14,839.67 |
| Transaction Date | 8/19/2016 | Bank of Maple Plain | 10100 | Total | \$14,839.67 |
| Refer | 0 MEDIACOM | | | | |
| Cash Payment | E 601-49400-309 EDP, Software and Desi Invoice | #8384921540090228 | | | \$97.82 |
| Cash Payment | E 101-41500-309 EDP, Software and Desi Invoice | #8384921540090236 | | | \$129.77 |
| Transaction Date | 8/19/2016 | Bank of Maple Plain | 10100 | Total | \$227.59 |
| Refer | 0 MINNESOTA RURAL WATER ASSO | | | | |
| Cash Payment | E 601-49400-331 Training & Travel Invoice | OPERATOR EQUIPMENT EXPO | | | \$250.00 |
| Transaction Date | 8/19/2016 | Bank of Maple Plain | 10100 | Total | \$250.00 |
| Refer | 0 METROPOLITAN COUNCIL | | | | |
| Cash Payment | E 602-49450-438 Collected for Other Agen Invoice 0001058256 | | | | \$14,011.24 |
| | 8/2/2016 | | | | |
| Transaction Date | 8/19/2016 | Bank of Maple Plain | 10100 | Total | \$14,011.24 |
| Refer | 0 NEOFUNDS BY NEOPOST | | | | |
| Cash Payment | E 101-41500-322 Postage Invoice | | | | \$104.25 |
| Transaction Date | 8/19/2016 | Bank of Maple Plain | 10100 | Total | \$104.25 |
| Refer | 0 ORONO IND SCHOOL DISTRICT 27 | | | | |
| Cash Payment | E 101-41940-387 Office Lease Invoice 159 | AUGUST 2016 | | | \$2,673.68 |
| | 8/1/2016 | | | | |
| Transaction Date | 8/19/2016 | Bank of Maple Plain | 10100 | Total | \$2,673.68 |
| Refer | 0 PROLAWNS ON THE LAKE | | | | |
| Cash Payment | E 101-45200-311 Contract Service Invoice 03098-160701-2 | | | | \$1,249.00 |
| | 7/5/2016 | | | | |
| Cash Payment | E 101-45200-311 Contract Service Invoice 03099-160701-2 | | | | \$88.50 |
| | 7/5/2016 | | | | |
| Transaction Date | 8/19/2016 | Bank of Maple Plain | 10100 | Total | \$1,337.50 |
| Refer | 0 RELIANCE STANDARD | | | | |
| Cash Payment | G 101-21715 Long-Term Disability Invoice | | | | \$55.42 |
| Transaction Date | 8/19/2016 | Bank of Maple Plain | 10100 | Total | \$55.42 |

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| Refer | 0 | <u>STANDARD INSURANCE CO</u> | - | | |
| Cash Payment | G | 101-21708 Life Insurance | | | \$17.25 |
| Invoice | | | | | |
| Transaction Date | 8/19/2016 | Bank of Maple Plain | 10100 | Total | \$17.25 |
| Refer | 0 | <u>SUBURBAN RATE AUTHORITY</u> | - | | |
| Cash Payment | E | 101-41110-433 Dues & Subscriptions | | | \$212.50 |
| Invoice | | | | | |
| Transaction Date | 8/19/2016 | Bank of Maple Plain | 10100 | Total | \$212.50 |
| Refer | 0 | <u>SWANK MOTION PICTURE, INC</u> | - | | |
| Cash Payment | E | 105-45100-311 Contract Service | LICENSE FOR MP MOVIE | | \$550.00 |
| Invoice | 1367555 | 8/16/2016 | | | |
| Transaction Date | 8/19/2016 | Bank of Maple Plain | 10100 | Total | \$550.00 |
| Refer | 0 | <u>TIM BODE</u> | - | | |
| Cash Payment | E | 105-45100-311 Contract Service | 2015 MAPLE PLAIN DAYS UFC DELIVERY FOR RENTALS | | \$400.00 |
| Invoice | | | | | |
| Transaction Date | 8/19/2016 | Bank of Maple Plain | 10100 | Total | \$400.00 |
| Refer | 0 | <u>TOSHIBA</u> | - | | |
| Cash Payment | E | 101-41500-413 Office Equipment Rental | | | \$800.52 |
| Invoice | 310715651 | 8/5/2016 | | | |
| Transaction Date | 8/19/2016 | Bank of Maple Plain | 10100 | Total | \$800.52 |
| Refer | 0 | <u>TURTLEMAC & KEY PRINTING</u> | - | | |
| Cash Payment | E | 101-41500-352 General Public Informati | | | \$200.00 |
| Invoice | 21283 | 8/8/2016 | | | |
| Transaction Date | 8/19/2016 | Bank of Maple Plain | 10100 | Total | \$200.00 |
| Refer | 0 | <u>UNIFIRST</u> | - | | |
| Cash Payment | E | 101-43000-417 Uniform Rentals | | | \$98.06 |
| Invoice | 0900309370 | | | | |
| Cash Payment | E | 101-43000-417 Uniform Rentals | | | \$58.42 |
| Invoice | 0900310389 | | | | |
| Cash Payment | E | 101-43000-417 Uniform Rentals | | | \$98.06 |
| Invoice | 0900311403 | | | | |
| Cash Payment | E | 101-43000-417 Uniform Rentals | | | \$58.42 |
| Invoice | 0900312423 | | | | |
| Cash Payment | E | 101-43000-417 Uniform Rentals | | | \$98.06 |
| Invoice | 0900313477 | | | | |
| Transaction Date | 8/19/2016 | Bank of Maple Plain | 10100 | Total | \$411.02 |
| Refer | 0 | <u>HENN COUNTY SHERIFF S DEPT</u> | - | | |
| Cash Payment | E | 101-42110-317 Board & Booking Fees | | | \$262.34 |
| Invoice | 1000075236 | | | | |
| Cash Payment | E | 101-42110-317 Board & Booking Fees | | | \$75.00 |
| Invoice | 1000078350 | | | | |
| Cash Payment | E | 101-42110-317 Board & Booking Fees | | | \$75.00 |
| Invoice | 1000073856 | | | | |
| Transaction Date | 8/19/2016 | Bank of Maple Plain | 10100 | Total | \$412.34 |
| Refer | 0 | <u>WEST HENNEPIN PUBLIC SAFETY</u> | - | | |

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| Cash Payment | E 101-42110-306 Police Administration | SEPTEMBER 2016 | | \$36,317.76 |
| Invoice | | | | |
| Transaction Date | 8/19/2016 | Bank of Maple Plain | 10100 | Total \$36,317.76 |
| Refer | 0 WESTONKA SEWER & WATER, IN - | | | |
| Cash Payment | E 601-49400-311 Contract Service | | | \$1,500.00 |
| Invoice 7222 8/1/2016 | | | | |
| Transaction Date | 8/19/2016 | Bank of Maple Plain | 10100 | Total \$1,500.00 |
| Refer | 0 WINNING EDGE - | | | |
| Cash Payment | E 105-45100-311 Contract Service | | | \$250.00 |
| Invoice 58324 | | | | |
| Transaction Date | 8/19/2016 | Bank of Maple Plain | 10100 | Total \$250.00 |
| Refer | 0 XCEL ENERGY - | | | |
| Cash Payment | E 101-43160-381 Electric Utilities | TRAFFIC SIGNALS | | \$40.14 |
| Invoice #51-4986156-9 | | | | |
| Cash Payment | E 101-43160-381 Electric Utilities | PARK | | \$56.57 |
| Invoice #51-4986156-9 | | | | |
| Cash Payment | E 101-43160-381 Electric Utilities | GARAGE | | \$13.10 |
| Invoice #51-4986156-9 | | | | |
| Cash Payment | E 601-49400-381 Electric Utilities | WATER | | \$22.80 |
| Invoice #51-4986156-9 | | | | |
| Cash Payment | E 101-43160-381 Electric Utilities | PARK | | \$121.22 |
| Invoice #51-4986156-9 | | | | |
| Cash Payment | E 602-49450-381 Electric Utilities | SEWER | | \$214.36 |
| Invoice #51-4986156-9 | | | | |
| Cash Payment | E 101-43160-381 Electric Utilities | TRAFFIC | | \$30.28 |
| Invoice #51-4986156-9 | | | | |
| Cash Payment | E 101-43100-381 Electric Utilities | | | \$1,929.47 |
| Invoice #51-4986157-0 | | | | |
| Cash Payment | E 601-49400-381 Electric Utilities | | | \$2,722.76 |
| Invoice #51-8310372-4 | | | | |
| Cash Payment | E 101-43100-381 Electric Utilities | | | \$26.62 |
| Invoice #51-0011279470 | | | | |
| Cash Payment | E 101-43160-381 Electric Utilities | | | \$26.95 |
| Invoice #51-0271781-2 | | | | |
| Cash Payment | E 101-43100-381 Electric Utilities | | | \$46.45 |
| Invoice #51-0010076916 | | | | |
| Cash Payment | E 101-43160-381 Electric Utilities | | | \$62.02 |
| Invoice #51-0726018-8 | | | | |
| Transaction Date | 8/19/2016 | Bank of Maple Plain | 10100 | Total \$5,312.74 |

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Fund Summary

| | | |
|---------------------------|---------------------------|-------------|
| | 10100 Bank of Maple Plain | |
| 101 GENERAL FUND | | \$76,626.07 |
| 105 COMMUNITY EVENTS FUND | | \$2,731.16 |
| 601 WATER FUND | | \$4,897.99 |
| 602 SEWER FUND | | \$14,225.60 |
| | | <hr/> |
| | | \$98,480.82 |

| | |
|--|-------------|
| Pre-Written Checks | \$0.00 |
| Checks to be Generated by the Computer | \$98,480.82 |
| | <hr/> |
| Total | \$98,480.82 |

MAPLE PLAIN

EST.1868 INC.1912

EMPLOYEE HANDBOOK

BENEFITS, POLICES & PROCEDURES GUIDING CITY EMPLOYEMENT

Revision Approved: ~~January 11, 2016~~ [May 24, 2016](#)

Originally Created: January 1981

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[D. League of Minnesota Cities Handbook for Cities \(available at www.lmc.org\)](http://www.lmc.org)

1. INTRODUCTION

Purpose

The purpose of these policies is to establish a uniform and equitable system of personnel administration for employees of the City of Maple Plain. They should not be construed as contract terms. The policies are not intended to cover every situation that might arise and can be amended at any time at the sole discretion of the City Council. These policies supersede all previous personnel policies.

Except as otherwise prohibited by law, the City of Maple Plain has the right to terminate any employee at any time for any or no reason. Employees may similarly terminate employment at any time for any reason.

Scope

These policies apply to all employees of the City. Applicability to the following employment classifications are noted at the beginning of each section or sub-section. Employment classifications include:

- * Elected
- * [\(Fire Fighters\)](#)
- * ~~Permanent Regular Employee~~
- * ~~Seasonal Employee~~ [Part-Time](#)
- * [Temporary](#)
- * [Part Time](#)
- * Volunteer

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If any specific provisions of these personnel policies conflict with any employment agreement conditions of that agreement shall prevail. Any policy, or portion thereof, that does not conflict with an employment 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. Employee shall receive a copy of such work rules upon hiring. The immediate supervisor shall explain and discuss enforcement of those rules with the employee.

For specific policies regarding elected officials see the [League of Minnesota Cities Council Maple Plain City Council Handbook](#).

Equal Employment Opportunity Statement

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~~The City of Maple Plain is committed to providing equal opportunity in all areas of employment, including but not limited to hiring, demotion, transfer, recruitment, selection, lay-off, disciplinary action, termination, compensation and selection for training.~~

~~The City shall not discriminate against any employee or job applicant on the basis of race, color, creed, religion, national origin, ancestry, sex, sexual orientation, disability, age, marital status, status with regard to public assistance, or membership on a local human rights commission.~~

Maple Plain provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability or genetics. In addition to federal law requirements, Maple Plain complies with applicable state and local laws governing nondiscrimination in employment in every location in which the company has facilities. This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

Maple Plain expressly prohibits any form of workplace harassment based on race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, disability, or veteran status. Improper interference with the ability of Maple Plain's employees to perform their job duties may result in discipline up to and including discharge.

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 for, but not limited to the following: administer employee salary and benefit programs, process payroll, complete state and federal reports, and document employee performance.

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

Media Contact

Formal news releases concerning municipal affairs are the responsibility of the City Administrator. All media interviews must be approved by the City Administrator before the interview. All contacts with the media should be reported to the City Administrator as soon as practicable. The Chief of Police and Fire Chief shall handle all media contact and inquiries regarding public safety and emergency matters. In cases in which where a Councilmembers is also being the Fire Chief, the individual should act as the Fire Chief

in handling inquiries regarding public safety and emergency matters and act as a Councilmember in all other matters, their current role, and but communicate with the City Administrators to avoid any issues.

No City employee is authorized to speak on behalf of the City without prior authorization from the City Administrator or his/her designee.

All news releases concerning City personnel will be the responsibility of the City Administrator.

Accepting Gifts

The City of Maple Plain, in accordance with Minnesota State Statute §471.895 (Gift Law) generally prohibits City officials from accepting gifts. The law covers all members of the city council, appointed boards, commissions and committees and city staff. The City of Maple Plain further extends this to include contracted positions, such as the City Attorney, City Engineer, City Planner or other positions where a person is representing the City. The word "gift" shall include money, tangible or intangible personal property, loan, promise, service, or entertainment.

Employees shall not solicit or accept from any person, business, or organization any gift for themselves or for the benefit of the City or Department if it may reasonably be inferred that the person, business, or organization:

- Seeks to influence action of an official nature, or seeks to affect the performance or non-performance of an official duty; or
- Has an interest which may be substantially affected directly or indirectly by the performance or non-performance of an official duty.

2. CITYWIDE WORK RULES & CODE OF CONDUCT

Applicable employment classifications: All.

Conduct as a City Employee

In accepting City employment, employees become representatives of the City and are responsible for assisting and serving the citizens for whom they work. An employee's primary responsibility is to serve the residents of Maple Plain. Employees should exhibit conduct that is ethical, professional, responsive and of standards becoming of a City employee.

To achieve this goal, employees must adhere to established policies, rules, and procedures and follow the instructions of their supervisors. The following are job requirements for City of Maple Plain employees.

- Perform assigned duties to the best of their ability at all times.
- Render prompt and courteous service to the public at all times.
- Read, understand and comply with the rules and regulations as set forth in these Personnel Policies as well as those of their departments.
- Conduct themselves with decorum toward both residents and staff and respond to inquiries and information requests with patience and every possible courtesy.
- Report any and all unsafe conditions to the immediate supervisor.
- Maintain good attendance.

Attendance & Absence

The operations and standards of service in the City of Maple Plain require that employees be at work unless valid reasons warrant absence. In order for a team to function efficiently and effectively, employees must be on the job. Attendance is an essential function of every City position.

Employees who are going to be absent from work are required to notify their supervisor as soon as possible in advance of the absence. In case of unexpected absence, employees should call their supervisor before the scheduled starting time. If the supervisor is not available at the time, the employee should leave a message that includes a telephone number where he/she can be reached and/or contact any other individual who was designated by the supervisor. Failure to use established reporting process will be grounds for disciplinary action.

The employee must call the supervisor on each day of an absence extending beyond one (1) day unless arrangements otherwise have been made with the supervisor. Employees who are absent for three (3) days or more and who do not report the absence in accordance with this policy, will be considered to have voluntarily resigned not in good standing. The City may waive this rule if extenuating circumstances warranted such behavior. ~~This policy does not preclude the City from administering discipline for unexcused absences of less than three (3) days.~~

[Councilmembers should refer to the League of Minnesota Cities Handbook on extended absences, vacancies and abandonment of office.](#)

Access to and Use of City Property

Employees have access to keys, cell phones, pagers, tools and other equipment necessary to perform the duties of their positions. All equipment made available employees is the property of the City of Maple Plain. Access to and use of these items is considered a privilege, which may be revoked if abused. Employees are responsible for the safekeeping and care of all such equipment. Prior to receiving a final paycheck from the City all such equipment must be returned and accounted for by any employee leaving City employment.

The duplication of keys owned by the City is prohibited unless authorized by the City Administrator. Any employee found having an unauthorized duplicate key will be subject to disciplinary action.

Appearance

Personal appearance should be appropriate to the nature of the work, and contacts with other people and should present a [professional look and](#) positive image to the public. Clothing, jewelry or other items that could present a safety hazard are not acceptable in the workplace.

Conflict of Interest

City employees, elected officials, consultants, members of appointed boards and commissions, volunteers and paid-on call firefighters shall remove themselves from situations in which they would have to take action or make a decision where that action or decision could be an actual conflict of interest. Employees with questions about whether such a conflict exists should consult with the City Administrator.

Falsification of Records

Any employee who makes false statements or commits, or attempts to commit, fraud in an effort to prevent the impartial application of these policies is subject to immediate disciplinary action up to and including termination and potential criminal prosecution.

Personal Telephone Calls

Personal telephone calls are to be made or received only when truly necessary. They are not to interfere with City work and are to be completed as quickly as possible. Any personal long distance call costs will be paid for by the employee. Please refer to the Cell Phone policy for information on use of cellular phones.

Political Activity

City employees have the right to express their views and to pursue legitimate involvement in the political system. However, during hours of employment, no City employee will directly or indirectly engage in political activities, including but not limited campaigning on behalf of local, state or federal candidates for office, solicit or receive funds for political purposes, etc.

Employees must be cognizant of their position with the City at all times when engaged in political activities. This is to avoid conflict of interest, perception of bias and to refrain from being seen as a representative of the City on political positions or for candidates.

Elected officials ~~are further prohibited engaging in political activities at public meetings and other City-related functions~~ should refer to the [League of Minnesota Cities Handbook on political activities](#).

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Tobacco, Drugs & Alcohol Free Workplace

All City buildings and vehicles, in their entirety, shall be designated as tobacco free, meaning that no person will smoke tobacco or other substances, or use smokeless tobacco while in a City facility or vehicle. No person or employee shall smoke or use a tobacco product within 50-feet of any public facility.

Smoking of any kind, including pipes, cigars, and cigarettes; the use of chewing tobacco and consumption of or under the influence of alcohol is prohibited for employees while on duty. ~~Employees 18 and over are allowed to smoke only during their breaks and lunch, and only in areas designated for that purpose.~~

No employee, including elected officials, consultants, members of appointed boards and commissions, volunteers and paid-on call firefighters, shall operate equipment or engage in work activities or City functions while under the influence of drugs and alcohol.

3. EMPLOYEE RECRUITMENT & SELECTION

Applicable employment classifications: ~~All~~ [Regular, part-time/seasonal, volunteer and fire fighter.](#)

Scope

The City Administrator will manage the hiring process for all positions within the City. All positions shall be posted. The City Council approves all hires to City employment as recommended by the City Administrator. All hires will be made according to merits of the position being filled.

Features of the Recruitment System

The City Administrator and/or City Council will determine if a vacancy will be filled [and the process. The City will refer to the League of Minnesota Cities Handbook for guidance.](#) ~~through an open recruitment or by promotion. This determination will be made on a case-by-case basis. An open recruitment process will fill the majority of position vacancies.~~

Interested persons must submit applications for city employment on application forms provided by the City. Other materials (i.e. resumes) may be accepted in lieu of a formal application in certain recruitment situations. Supplemental questionnaires may also 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 City Council may fill position vacancies on an “acting” basis as needed. The Council shall determine pay rate adjustments, if necessary.

Applicant Evaluations

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 [\(for specific jobs\)](#), 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 will establish minimum qualifications for each position with input from the City Administrator. In the event of a vacancy within the Fire Department, the Fire Chief shall review applications and recommend to the City Administrator applicants to be hired as fire fighters. To be eligible to participate in the selection process a candidate must meet the minimum qualifications. [All final candidates must be approved by the City Council.](#)

Pre-Employment Medical Exams

A pre-employment medical examination is required of all applicants interested in vacant Public Works or Fire Department positions. The City reserves the right to also require a psychological evaluation. The City Administrator may determine that a pre-employment medical examination and/or psychological evaluation are also required when considering employment for other position vacancies.

Medical examinations and/or psychological evaluations are necessary to determine fitness to perform the essential functions. When a pre-employment medical exam is required, it shall be required of all candidate finalists and/or persons receiving employment offers. All persons must successfully complete examinations in order to receive consideration for employment. Information obtained from the medical exam will be treated as confidential medical records.

The medical and/or psychological exam will be conducted by a licensed physician or psychologist or psychiatrist designated by the City with the cost of the exam paid by the City. The physician will notify the City Administrator that a candidate either is or is not 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 will confer with the physician and candidate regarding reasonable and acceptable accommodations. In the event of a fire fighter position, this information shall also be shared with the Fire Chief.

Candidates rejected for employment based on the results of the medical and/or psychological exam will be notified of this determination.

Selection Process

The selection process for filling position vacancies shall be coordinated by City Administrator. A position vacancy for Fire Department personnel, excluding Department officers, shall be conducted by the Fire Chief. The City Council shall have final approval of all candidates selected for City employment.

The process for hiring seasonal and temporary employees is delegated to the City Administrator with each hire subject to final City Council approval. Except where prohibited by law, seasonal and temporary employees may be terminated by the City Administrator at any time, subject to City Council approval.

The City Administrator shall oversee the process for filling the Fire Chief and two Assistant Fire Chief positions within the Fire Department. The selection process of the Fire Chief and two Assistant Chief positions shall be conducted according to this policy

and Chapter Five, Section 5.1 of the Fire Department Standard Operating Guidelines (SOGs). The City Council shall appoint the Fire Chief and Assistant Fire Chief positions.

The Fire Chief shall appoint other Department officers according to the Department's Standard Operating Guidelines. Those positions include: Lieutenant(s), Captain(s) and Training Officer as outlined in the SOGs.

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. [All employees of the City, except for City Councilmembers and the City Administrator are at-will employees and can be fired at anytime.](#)

Training Period

The training, or probationary, 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, promotions and re-hires.

Membership

Any regular active member of the Maple Plain Fire Department is eligible to apply for membership ~~to~~ [of the Fire Relief Association, see Fire Relief Bylaws for more information in this association.](#)

~~Application for membership may be made at any regular or special meeting of the board of trustees, and then laid over for one month for consideration~~

~~Resignation or expulsion from the Maple Plain Fire Department or moving from the vicinity of Maple Plain to take up residence elsewhere, shall terminate the membership of the member so resigning, expelled or removing; provided, however, that any member who has served for at least the minimum number of years required by Article IX of these bylaws for vesting of pension rights as an active member of the Maple Plain Fire Department shall retain his membership in this association, regardless of resignation or removal, subject to payment of dues and such other regulations which may be from time to time imposed.~~

Fire Department Board of Trustees

~~The board of trustees shall be composed of the following: a President, a Vice President, a Secretary, a Treasurer and 2 general trustees, each of whom shall be elected for a term as specified in this Article, or until their successor has been elected and qualified, at the annual meeting of the association from its members, and in addition the statutory ex officio members; the Chief of the Fire Department, the mayor and the clerk or the treasurer of the city of Maple Plain.~~

~~At the first election following the adoption of these bylaws, the 2 general trustees shall be elected for terms of one year; the President and the Vice President shall be elected for terms of two years; the Secretary and Treasurer shall be elected for terms of three years. Thereafter, as their respective terms of office expire, two officers or general trustees shall be elected for three year terms at each annual meeting. If a vacancy occurs during the term of office of any officer or general trustee, the remaining members of the board of trustees shall elect a member of the association to serve for the unexpired term of the vacated position.~~

~~It shall be the duty of the board of trustees to prepare modes and plans for the safe and profitable investment of the unappropriated funds of the association, and whenever loans or investments are made, to investigate and pass upon the securities offered and to attend to the drawing and execution of the necessary papers. The board shall order an audit of the books and accounts of the secretary and the treasurer annually, according to law, and shall submit a written report to the condition of the association to the members at the annual meeting.~~

~~The investment of the funds of the association shall be in the exclusive control of the board of trustees, in conformance with state statutes and subject to the approval of the council of the City of Maple Plain.~~

~~The members of the board shall act as trustees with a fiduciary obligation to the State of Minnesota, to the City of Maple Plain and to the members of the association.~~

Duties of Officers

~~It shall be the duty of the President to attend and preside at all meetings of the association and the board of trustees. He/she shall enforce the due observance of the Articles of Incorporation and the bylaws and see that the officers properly perform the duties assigned to them. They shall sign all checks issued by the Treasurer and all other papers requiring his signature. The President shall be a member of all committees except the aid committee and shall exercise careful supervision over the affairs of the association~~

~~It shall be the duty of the Vice President to perform the duties of the President in his absence. In the absence of both the President and the Vice President, it shall be the duty of the association to elect a President Pro Tem, who shall perform the duties incident to the office.~~

4. PERFORMANCE REVIEWS

Applicable employment classifications: Regular employees and fire fighters~~All~~.

The City Administrator shall use an objective performance review system for the purpose of annually (based on hire date)~~periodically~~ evaluating the performance of all City employees, including the Fire Chief. City regular employees will have their reviews in April of each year, to assist with the budgeting process. All reviews will be placed in the personnel files. Formal reviews must be completed annually by regular employees.

The Fire Chief is responsible for conducting annual performance reviews for all paid on call fire fighters, Assistant Chiefs and department officers. The Fire Chief shall collaborate with the City Administrator to ensure reviews are done timely and in accordance with City policy. The quality of an employee's past performance is considered in personnel decisions such as promotions, demotions, terminations and, where applicable, salary adjustments.

Performance reviews will be discussed with the employee. Employees do not have the right to change or grieve their performance review, but may submit a written response which will be attached to the performance review.

Performance reviews are done annually. The form, with all required signatures, will be retained as part of the employee's personnel file. During the training, or probationary, period, informal performance meetings should occur frequently between the City Administrator, or designee, and the employee.

Signing of the performance review document by the employee acknowledges that the review has been discussed and does not necessarily constitute agreement. Failure to sign the document by the employee will not delay processing.

5. ORGANIZATION & CLASSIFICATIONS

Applicable employment classifications: [Regular employees, Fire Fighters and Part-Time/Seasonal](#)

Job Descriptions

The City will maintain job descriptions for each regular position. New positions will be developed as needed but must be approved by the City Council prior to the position being filled.

Job descriptions shall include: position title, department, supervisor's title, FLSA status (exempt or nonexempt), primary objective of the position, essential functions of the position, examples of performance criteria, minimum requirements, desirable training and experience, supervisory responsibilities (if any), and extent of supervisory direction or guidance provided to position. Good attendance and compliance with work rules and policies are essential functions of all City positions.

Prior to positing a vacancy notice, the City Administrator shall review job descriptions to ensure each job description accurately reflects the position and job qualifications. The Administrator shall present changes to those job descriptions, if necessary, to the City Council for approval.

Assigning and Scheduling Work

Work duties assignments and scheduling work is subject to the approval of the City Administrator. The Fire Chief shall oversee work duty assignments and scheduling work for Fire Department staff.

Employment Classifications

Assignment of job titles, establishment of minimum qualifications, and the maintenance of job descriptions and related records is the responsibility of the City Administrator.

Elected

Persons elected by the citizens of Maple Plain to serve as Mayor or City Council.

~~Probationary~~ Newly Hired Regular Employees

~~Newly hired, promoted and re-hired employees shall serve a six (6) month probationary period. The probationary period for a new paid on-call fire fighter is one (1) year from the date of hire. Continued employment is at the sole discretion of the employer.~~

[Permanent Regular Employees](#) (Full Time)

Employment expected to exceed more than nine (9) months in duration. [Regular Permanent](#) employees work a minimum of [3240](#) hours per week and are entitled to all benefits and accrual of benefits from the initial day of employment. [Newly hired, promoted and re-hired employees shall serve a six \(6\) month probationary period. The probationary period for a new paid on-call fire fighter is one \(1\) year from the date of hire. Continued employment is at the sole discretion of the employer.](#)

Part Time

Employees performing regular, but limited, duties for the City continually for more than (6) months are considered part-time. Such employees are not eligible for City benefits or leave considerations. Work schedules are determined by the City Administrator.

Temporary

Persons hired for specific jobs, projects or period of time of less than six (6) months are considered temporary. Temporary employees are not eligible for City benefits or leave considerations. Employees included in this classification include, but are not limited to, interns, seasonal parks or public works employees, etc.

[Paid On-Call Fire Fighters](#)

Employees of the Maple Plain Fire Department. Refer to the Fire Department's Standard Operating Guidelines for more information.

All available paid on call employees (fire fighters) should immediately respond when notified of a call for service and perform their duties as assigned by commanding officer. All paid on call employees are required to respond to a minimum of 25% of the calls for service each calendar year. For new hires the percentage will be prorated from their hiring date.

A paid on call employee may also request an exemption to the call percentage (25%) and the minimum training requirements for a Significant Life Event Exemption (SLEE). This request shall be made in writing with supporting documentation to the Fire Chief or designee before the SLEE is effective. The duration of SLEE will be determine on a case by case basis and generally will be a maximum of 6 months.

The Fire Chief will supply the Relief Association President with a list of firefighters that met the minimum call percentage and training requirements —the previous year. This list should be supplied to them in a timely fashion soon after the first of the year.

All paid on call employees (fire fighters) will attend a minimum of 40 hours of MPFD approved training per year. For new hires the minimum hours of training will be set by the Fire Chief.

Call for service incidents and training requirements are waived for a paid on call employee that has had a Leave of Absence approved by the Fire Chief and City Administrator.

Volunteer

Persons, including those serving on citizen advisory boards, commissions and other task-oriented groups organized by the City Council, who participate, coordinate and/or organize City-sponsored meetings, functions and events without compensation. Volunteers must follow the parameters of the City's employment policies. They are not eligible for City benefits of leave.

Layoff

In the event that it becomes necessary to reduce personnel, temporary employees and employees in a probationary period will be terminated from employment before other employees in like job classes. The City Council may retain an employee in a probationary period if that employee/position is deemed essential to City operations.

Within these groups, the selection of employees to be retained will be based on merit and ability as determined by the City Administrator, subject to approval of the City Council. ~~When all other considerations are equal, the principle of seniority will apply in layoffs and recall from layoff.~~

6. HOURS OF WORK & COMPENSATION

Applicable employment classifications: ~~Permanent.~~ Regular Employees

WORK HOURS

Work schedules for employees shall established by City Administrator with input from City employees. ~~The regular work week for employees is five (5) eight (8) hour days in addition to a lunch period, Monday through Friday, except as otherwise approved by the City Administrator in accordance with the customs and needs of the individual employee. The City Council may, from time to time, amend the regular work week.~~

~~To ensure employee availability and accountability to the public the City serves, all permanent employees (exempt and non-exempt) shall be available during their scheduled work hours, Monday through Friday, unless away from the work site for a work-related activity or on approved leave.~~

~~An employee called in to work on a Saturday, Sunday or holiday shall receive overtime compensation for the hours worked, unless schedule adjustments are made by the City Administrator and employee. See Compensation policy.~~

Meal Breaks and Rest Periods

A paid fifteen (15) minute paid break is allowed within each four (4) consecutive hours of work. An unpaid thirty (30) minute lunch period is provided when an employee works eight or more consecutive hours. Employees are expected to use these breaks as intended and will not be permitted to adjust work start time, end time or lunch time by saving these breaks.

Adverse Weather Conditions

City facilities will generally be open during adverse weather. Upon extreme weather conditions, the City shall follow the school closure policies of the Orono Public Schools District when deciding to close City facilities. Decisions to close City facilities or cancel City programs (i.e. public meetings, special events, etc) will be made by the Mayor and City Administrator.

Due to individual circumstances, each employee will have to evaluate the weather and road conditions in deciding to report to work (or leave early). Employees not reporting to work for reasons of personal safety will not normally have their pay reduced as a result of this absence. Employees will be allowed to use accrued vacation time, personal time, or compensatory time. The City Administrator may also allow the employee to modify the work schedule or make other reasonable schedule adjustments.

Public Works employees will generally be required to report to work regardless of conditions, unless instructed otherwise by the City Administrator.

COMPENSATION

~~Permanent employees of the City will be compensated according to pay grades and schedules adopted by the City Council. (See Appendix A.)~~ Compensation shall be designated as salaried or hourly. Employees will not receive any amount from the City in addition to the pay authorized unless approved by the City Council. Expense reimbursement or travel expenses may be authorized in addition to regular pay.

Compensation for seasonal and temporary employees will be set by the City Council at the time of hire, or on an annual basis. Compensation for Fire Department employees are outlined in the Department's Standard Operating Guidelines.

The City Administrator has the ability to request Council Approval for a spot bonus to reward an employee for exceptional work.

Milestone Pay

~~Employees obtaining certifications and licenses (i.e. water and wastewater license, municipal clerks certification, etc.), or successfully completing other job-related education requirements (i.e. master's degree) as a condition of employment shall receive a 5% pay increase. Employees shall provide a copy of coursework and/or certificates, licenses or other documentation demonstrating successful completion.~~

~~Routine, job-related training programs to maintain certifications and licensing are responsibility of the employee and is not eligible for a pay adjustment. The City shall pay for all ongoing education, if required by the job.~~

~~The length of time necessary to complete required coursework for certifications, licensing or other job-related educational requirements varies.~~

Pay Periods & Time Reporting

For most employees pay periods are biweekly, beginning on Saturday at 12:01 a.m. and ending at 11:59 p.m. on Friday.

Full-time, non-exempt employees are expected to work 40 hours per workweek and will be paid according to the time reported on their time sheets. To comply with the provisions of the federal and state Fair Labor Standards Acts, hours worked and any leave time used by non-exempt employees are to be recorded daily and submitted to payroll on a biweekly basis. Employees required to report hours worked are required to complete, sign and turn in a biweekly timecard to the City Administrator for review and approval. Employees must have a completed and signed timecard in order to receive a paycheck.

The City Administrator must complete a timesheet and have the Mayor sign off each pay period and for any time requested off.

Falsification or misrepresentation of hours worked ~~shall~~may result in disciplinary action, which may include termination.

Overtime & Compensatory Time

The City of Maple Plain has established this overtime policy to comply with applicable state and federal laws governing accrual and use of overtime. In general, only non-exempt, or hourly employees working a minimum of 40 hours per week, in the City of Maple Plain are eligible for overtime.

Compensation for all overtime-eligible employees is at a rate of time and one-half (1.5) for all hours worked over 40 in one workweek. Employees must complete a 40 hour work week before receiving overtime compensation. Vacation, sick leave and paid holidays do not count toward "hours worked." The City of Maple Plain does not offer compensatory time in lieu of overtime.

Employees shall notify the City Administrator in advance of all known overtime, unless directed by the City Administrator. Notification is not required for responding to water or sewer main breaks, snowplowing, or City emergencies. The City Administrator reserves the right to adjust employee schedules accordingly to manage overtime compensation. [The City Administrator can also grant compensation time for employees working more than their normal hours.](#)

Hourly employees scheduled to work or called to work on weekends, holidays or emergencies will be paid at overtime rates for those hours actually worked. The City Administrator has the discretion to adjust employee to work schedules in lieu of overtime. Employees shall be notified in advance of such adjustments. An employee may also request a work schedule adjustment in lieu of receiving overtime.

Overtime earned will be paid at the rate of time and one-half (1.5) on the next regularly scheduled payroll date.

Exempt employees are expected to work the hours necessary to meet the performance expectations. Generally, to meet these expectations, and for reasons of public accountancy, an exempt employee may need to work more than 40 hours per week. Exempt employees do not receive extra pay for the hours worked over 40 in one workweek. Exempt employees are paid on a salary basis.

Premium Hours Differential Pay

Public Works employees [are expected to be](#) on call during weekends and holidays shall receive ~~premium pay~~ differential pay. ~~Differential Pay~~ Premium pay shall equal two (2) hours of regular pay for Friday evenings and four (4) hours of regular pay for Saturdays, Sundays and holidays. ~~Premium pay~~ Differential Pay is calculated using the employee's hourly rate. ~~Premium hours~~ Differential Pay does ~~do~~ not count toward overtime compensation.

See Overtime and Compensatory time for handling employees eligible for premium hours and scheduled to work or called in to work on a weekend, holiday or emergency.

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Paychecks

Paychecks for ~~Permanent~~Regular, Part Time/~~Seasonal~~, and Temporary employees are issued every two (2) weeks. Elected employees receive ~~quarterly~~ monthly paychecks ~~to be paid by the last day of the quarters of the following months: March, June, September and December. paid on or before the 30th of each month.~~ Fire Department employees (Paid on Call) receive paychecks quarterly. When a payday falls on a holiday, checks are normally issued the day before the holiday.

Paychecks will not be given to anyone other than the employees for whom they were prepared, unless the employee has notified the City Administrator in writing authorizing someone else to collect the check. ~~Checks will be given to the spouse or another appropriate immediate family member or beneficiary in the case of a deceased employee.~~

Employees are responsible for notifying the City Administrator of any change in status including changes in address, phone number, names of beneficiaries, and ~~marital status-any tax information changes.~~

All employees are required to work overtime as requested by the City Administrator. Refusal to work overtime may result in disciplinary action. Efforts will be made to balance the personal needs of all employees when assigning overtime work.

Severance & Separation Pay

Benefit-eligible employees leaving the City in good standing will receive 100% of their vacation leave balance as compensation; applicable taxes are withheld. An employee continually employed with the City for five (5) years or more shall receive one third ($\frac{1}{3}$) of accumulated personal leave (sick leave) not to exceed forty (~~##~~40) days, or three hundred twenty (320) hours.

Employees have the option of directing those dollars into a 457 deferred compensation plan, subject to IRS maximum deferral regulations and Minnesota law.

7. BENEFITS & LEAVE

BENEFITS

Applicable employment classifications: Permanent.

Health, Dental & Life Insurance

The City offers health, dental and life insurance benefits to eligible employees and their dependents. The current health plan is a High Deductible Health Plan with Health Savings Account (HSA). The City current offers two plans under this policy. The amount contributed, type of coverage, and level of employee involvement is determined annually by the City Council.

Plan 1: Said policy provides 100% of all health and dental insurance premiums for employees and their spouses and/or families. Health insurance coverage includes all premium costs according to the City's HDHP-HSA plan.

Plan 2: ~~Benefits-eligible employees employed with the City after February 1, 2012 shall receive 100% of all health and dental related premium costs according to existing policy, but shall contribute to spousal and/or family health and dental coverage.~~ The City shall cap its contribution for spousal and/or family- health and dental coverage at 75%. The cap shall include all premium-related health and dental costs annual contributions to the Health Savings Account plan.

The City shall also provide a \$10,000 employee life insurance policy per each benefits-eligible employee, which shall only remain in effect throughout the employees service with the City.

~~Employees opting out of the City health plan, and who are covered by another group health insurance policy, are eligible for a monthly reimbursement \$\$\$to help defray insurance costs. Employees must waive the City health insurance in writing, and provide proof of the group health insurance coverage they are receiving. Refer to the Health Insurance Reimbursement Policy for additional information. (See Appendix B.)~~

Comment [BS1]: John this is the only change I have made separate from Tessi's change.

Additional insurance policies offered by the City, including long-term disability, supplemental life insurance, etc., are optional to employees. These optional coverages are the sole responsibility of the employees, and are deductible from employee paychecks pre-tax.

Retirement

The City participates in the Public Employees Retirement Fund (PERA) to provide pension benefits for its eligible employees. The City and employees contribute to PERA each pay period as determined by state law. Most employees are also required to contribute a portion of each pay check for Social Security and Medicare (the City matches the employee's social security and Medicare withholding).

Per Minnesota State Statute, all employees making more than \$425 in any month, except those under a temporary, volunteer, or paid-on call employment classification, shall participate in the PERA retirement benefit program, including City contribution.

Holidays

The City observes the following official holidays, plus one (1) floating holiday for all permanent employees.

| | |
|----------------------------|-------------------------------|
| New Year's Day | January 1 |
| Martin Luther King Jr. Day | Third Monday in January |
| President's Day | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| | |
| Veteran's Day | November 11 |
| Thanksgiving Day | Fourth Thursday in November |
| Day after Thanksgiving | Fourth Friday in November |
| Christmas Day | Christmas Eve and December 25 |

In the event that a holiday falls on a Saturday, the holiday shall be "observed" on the preceding Friday. For a holiday falling on a Sunday, the following Monday shall be the observed holiday.

Only Permanent employees are eligible for holiday pay. Permanent employees shall receive pay for official holidays at their normal straight time rates. An employee on a leave of absence without pay from a City is not eligible for holiday pay. Employees must be on the City payroll during the holiday in order to receive holiday pay. Employees wanting to observe holidays other than those officially observed by the City may request either vacation leave, use of personal leave, or unpaid leave for time off.

Floating Holiday

~~Permanent employees shall receive one floating holiday in a calendar year. Floating holidays must be used before or during the final payroll period of each year. An unused floating holiday shall lapse at year end. Floating holidays may not accumulate or be paid off upon termination from City employment.~~

~~An employee using a floating holiday must take a full day. Employees must notify the City Administrator 48 hours in advance of their request to use their floating holiday. New employees are only eligible for and may use a floating holiday after completing their training, or probationary, period.~~

LEAVE

Depending on an employee's situation, more than one form of leave may apply during the same period (i.e. the Family and Medical Leave Act may apply during a worker's compensation absence). An employee will need to meet the requirements of each form of leave separately. Leave requests are evaluated on a case-by-case basis.

Except as otherwise states, all paid time off, taken under any of the City's leave programs, must be taken consecutively, with no intervening unpaid leave. The City will provide employees with time away from work as required by state or federal statutes, if there are requirements for such time off that are not described in the personnel policies.

Personal Leave (Sick Leave)

Applicable employment classifications: ~~Permanent~~ Regular Employees

Personal leave (sick leave) is authorized absence from work with pay granted to Permanent employees. Employees may use this form of leave for personal reasons, and must be used when they are unable to work for medical reasons and under other conditions explained below. Personal time does not accrue during an unpaid leave of absence.

Personal time may be used as a scheduled day off or:

- when an employee is unable to perform work duties due to illness or disability (including pregnancy)
- for medical, dental or other care provider appointments.
- when an employee has been exposed to a contagious disease of such a nature that his/her presence at the work place could endanger the health of others.
- to care for the employee's injured or ill children, including stepchildren or foster children, for such reasonable periods as the employee's attendance with the child may be necessary.
- to take children, or other family members to a medical, dental or other care provider appointment.
- to care for an ill spouse, father, mother, sister or brother.

After accrued personal leave has been exhausted, vacation leave may be used upon approval of the City Administrator, to the extent the employee is entitled to such leave.

Employees shall communicate with the City Administrator as soon as possible after the schedules start of the work day for each and every day absent, and shall keep the City

Administrator informed of the status of the illness or injury or condition of the ill family member. The City Administrator reserves the right to request a written statement from the physician. Employees shall also provide a 48 hour notice of the intend use of Personal Leave.

The employee shall notify the City Administrator, and shall provide a written notice from a physician, if an illness or injury affecting an employee’s ability to return to work and safely perform the essential functions with or without reasonable accommodations. Any work restrictions must be stated clearly on the return-to-work form. Employees who have been asked to provide such a statement may not be allowed to return to work until they comply with this provision. Sick leave may be denied for any employee required to provide a doctor’s statement until such a statement is provided.

The City has the right to obtain a second medical opinion to determine the validity of an employee’s worker’s compensation or personal leave claim, or to obtain information related to restrictions or an employee’s ability to work. The City will arrange and pay for an appropriate medical evaluation when it is required by the City. Any employee who makes a false claim for sick leave will be subject to discipline up to and including termination.

Employees must normally use personal leave prior to using paid vacation. Personal leave will normally not be approved after an employee gives notice that he or she will be terminating employment. Personal leave cannot be transferred from one employee to another. Earned personal leave has no cash value upon termination or retirement. Eligible employees will accumulate personal leave at a rate of one (1) day per month. Personal leave may accumulate annually up to 120 days maximum.

Vacation Leave

Applicable employment classifications: ~~Permanent~~ [Regular Employees](#)

Permanent employees will earn vacation leave in accordance with the schedule below. Years of continuous service shall determine an employee’s vacation accrual rate. Employees re-hired after terminating City employee will not receive credit for their prior service unless specifically negotiated at the time of hire.

Vacation Leave Schedule

| Length of Service | Days Per Payroll Period | Annual Accrual |
|-------------------|-------------------------|----------------|
| 0-5 Years | 3.08 | 80 Hours |
| 6-10 Years | 4.62 | 120 Hours |
| 11+ Years | 6.15 | 160 Hours |

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Accrual

Employees hired on or before the first pay period of any month shall accrue vacation leave from the first day of that pay period. An employee hired after the first day of any pay period shall start accruing vacation from the first day of the next pay period. Annual accrual rates shall be adjusted on an employee's date of hire anniversary. The adjustment shall take place during the current payroll period.

Employees may accumulate no more than 160 hours (20 days) of accrued vacation leave annually. Vacation earned in excess of said maximum limits shall be used or forfeited. Employees will be compensated for unused vacation leave, up to a maximum of 200 hours, upon separation from City employment.

Compensation for accrued vacation leave may only be provided upon separation from City employment. An employee who separates, or is released, from City employment prior to the completion of required training or a probationary period shall not receive compensation for accrued vacation leave.

Use

Vacation leave may be used as it is earned and is subject to approval by the City Administrator. An employee on probationary or extended probationary status is not eligible to use accrued vacation leave. Requests for vacation leave must be received at least forty-eight (48) hours in advance of the requested time off. This notice may be waived at the discretion of the supervisor and City Administrator.

Vacation can be requested in increments as small as one hour up to the total amount of the accrued leave balance. Vacation leave may not be transferred to another employee.

Funeral Leave

Applicable employment classifications: [Regular Employees](#)~~Permanent~~.

Employees will be permitted to use up to three (3) consecutive working days, with pay, as Funeral Leave upon the death of an immediate family member, [which includes brother, sister, father, mother, daughter son and step brother, step sister, step father, step mother, step daughter and step son.](#) This paid leave will not be deducted from the employee's vacation or sick leave balance.

The actual amount of time off, and Funeral Leave approved, will be determined by the City Administrator depending on individual circumstances (i.e. closeness of the relative, arrangements to be made, distance to the funeral, etc.).

Military Leave

Applicable employment classifications: Permanent.

State and federal laws provide protections and benefits to City employees who are called to military service, whether in the reserves or active duty. Such employees are entitled to a leave of absence without loss of pay, seniority status, efficiency rating, or benefits for the time the employee is engaged in training or active service not exceeding a total of fifteen (15) days in any calendar year.

The leave of absence is only in the event the employee returns to employment with the City as required upon being relieved from service, or is prevented from returning by physical or mental disability or other cause not the fault of the employee, or is required by the proper authority to continue in military service beyond the fifteen (15) day paid leave of absence. Employees on extended unpaid military leave will receive fifteen (15) days paid leave of absence in each calendar year, not to exceed five (5) years.

Where possible, notice is to be provided to the City at least ten (10) working days in advance of the requested leave. Employees that have not yet exhausted their fifteen (15) days of paid leave when called to active duty may use the remaining unpaid time prior to the unpaid leave of absence.

Employees returning from military service will be re-employed in the job they would have attained had they not been absent for military service, and with the same seniority, status and pay, as well as other rights and benefits determined by seniority. Unpaid military leave will be considered hours worked for the purpose of vacation leave and sick leave accruals.

Eligibility for continuation of insurance coverage for employees on military leave beyond fifteen (15) days will follow the same procedures as for any employee on an unpaid leave of absence.

Jury Duty

Applicable employment classifications: Permanent.

Eligible employees will be granted paid leaves of absence for required jury duty. Such employees will be required to turn over any compensation [\(excluding mile and meal reimbursement\)](#) they receive for jury duty, minus mileage reimbursement, to the City in order to receive their regular wages for the period. Time spent on jury duty will not be counted as time worked in computing overtime.

Employees excused or released from jury duty during their regular working hours will report to their regular work duties as soon as reasonably possible, or will take accrued vacation to make up the difference.

Employees are required to notify the City Administrator as soon as possible after receiving notice to report for jury duty. The employee will be responsible for ensuring that a report of time spent on jury duty and pay form is complete by the Clerk of Court so the City will be able to determine the amount of compensation due for the period involved.

All other employees are generally not eligible for compensation for absences due to jury duty, but can take a leave of absence without pay subject to City Administrator approval.

Employees are expected to return to work when not required in court.

Court Appearances

Applicable employment classifications: Permanent.

Employees will be paid their regular wages to testify in court for City-related business. Any compensation received for court appearances (e.g. subpoena fees) arising out of in connection with City employment, minus mileage reimbursement, must be turned over to the City.

Unpaid Leave

Applicable employment classifications: All.

Unpaid leaves may be approved in accordance with the City personnel policies. Employees must normally use all accrued vacation leave and personal leave prior to taking an unpaid leave. If the leave qualifies under Parenting Leave or Family and Medical Leave, the employee may retain a balance of forty (40) hours when going on an unpaid leave. Any exceptions to this policy must be approved by the City Administrator.

Administrative Leave

Applicable employment classifications: All.

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. Permanent employees on Administrative Leave may continue to receive benefits and accrue personal (sick) and vacation leave.

Elections / Voting

Applicable employment classifications: Permanent.

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 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.

Regular Leave without Pay

Applicable employment classifications: Permanent.

The City Administrator may authorize leave without pay for up to thirty (30) days. Leave without pay for greater periods may be granted by the City Council to a maximum of one (1) year.

Normally, employee benefits will not be earned by an employee while on leave without pay. However, the City's contribution toward health, dental and life insurance may be continued, if approved by the City Council, for leaves of up to ninety (90) days when the leave is for medical reasons and FMLA has been exhausted.

If an employee is on a regular leave without pay and is not working any hours, the employee will not accrue, or be paid for, holidays, personal leave or vacation leave. Employees who are working reduced hours while on this type of leave will receive holiday pay on a prorated basis, and will accrue personal leave and vacation leave based on actual hours worked.

To qualify for leave without pay, an employee need not have used all personal leave earned unless the leave is for medical reasons. Leave without pay for purposes other than medical leave or work-related injuries will be at the convenience of the City.

Employees returning from a leave without pay for a reason other than a qualified FMLA will be guaranteed return to the original position only for absences of thirty (30) calendar days or less.

Employees receiving leave without pay in excess of thirty (30) calendar days, for reasons other than qualified Parenting Leave or FMLA, are not guaranteed return to their original position. If their original position or a position of similar or lesser status is available, it may be offered at the discretion of the City Administrator subject to approval of the City Council.

Family and Medical Leave Act (FMLA)

Applicable employment classifications: Permanent.

In accordance with the Family and Medical Leave Act (FMLA) unpaid job protected leave will be granted to all eligible employees (male and female) for up to twelve (12) weeks per twelve (12) month period for any of the following reasons:

- Birth or placement of a child with the employee for adoption or foster care
- Care for a spouse, child or parent who has a serious health condition
- Serious health condition that makes the employee unable to perform the essential functions of the position.

An eligible employee is one who has worked for the City for a cumulative period of twelve (12) months and at least 1,250 hours during the twelve (12) month period prior to requesting the leave. FMLA leave is not to exceed twelve (12) weeks in any twelve (12) month period. The entitlement to FMLA leave for the birth or placement of a child expires twelve (12) months after the birth or placement of that child.

The twelve (12) month period is calculated by measuring twelve (12) months backward from the start date of the employee's last FMLA leave. Employees are required to give verbal or written notice to the City Administrator at least thirty (30) days prior to the date on which leave is to begin or if thirty (30) days notice cannot be given as much notice as practical.

Failure to give thirty (30) days notice for a foreseeable leave with no reasonable explanation for the delay may result in a denial of said request until thirty (30) days after the employee provides notice. To the extent possible, planned medical treatment should be scheduled so that it will not unduly disrupt the City's operations.

During the Family and Medical Leave, employees must use accrued personal leave and vacation leave prior to taking an unpaid leave unless their medical condition/injury is covered by worker's compensation. Employees returning from Family and Medical Leave will be reinstated in their former position or a position equivalent in pay, benefits and other terms and conditions of employment.

An employee granted leave under this policy will continue to be covered under the City's group health, dental and life insurance plans under the same conditions and at the same level of City contribution as would have been provided had they been continuously employed during the leave period. If there are changes in the City's contribution levels while the employee is on leave, those changes will take place as if the employee were still on the job.

FMLA leave counts as continued service for purposes of retirement and/or pension plans.

Refer to the Family and Medical Leave Act for definitions, employee eligibility, further requirements, and return to work policies.

Refer to Worker's Compensation & Return to Work policy for returning to work following a FMLA leave of absence, if applicable.

8. SAFETY, WORKER'S COMPENSATION & RETURN TO WORK

The City of Maple Plain encourages all employees to practice care and follow all safety procedures and policies when performing duties of their positions. Practicing safety-first measures will ensure employees help prevent workplace accidents.

SAFETY

Applicable employment classifications: All.

The health and safety of each employee of the City and the prevention of occupational injuries and illnesses are of primary importance to the City. To the greatest degree possible, employees will maintain an environment free from unnecessary hazards and will follow all safety policies and procedures established for each department. Adherence to these policies is the responsibility of each employee. In the event a workplace accident, employees shall follow the appropriate procedures to document the incident and provide or obtain medical treatment.

Overall administration of this policy is the responsibility of the City Administrator

Reporting Accidents and Illnesses

Both Minnesota Worker's Compensation laws and the state and federal Occupational Safety and Health Acts require that all on the job injuries and illnesses be reported as soon as possible by the employee, or on behalf of the injured or ill employee, to the City Administrator.

If no one is available, the employee should seek medical treatment at the nearest available medical facility and, as soon as possible, notify the City Administrator or City office personnel of the action taken. In the case of a serious emergency, 911 should be called.

If the injury is not of an emergency nature, but requires medical attention, the employee will report it to the supervisor and make arrangements for a medical appointment. Worker's compensation benefits and procedures to return to work will be applied according to applicable state and federal laws.

The City Administrator shall file the First Report of Injury (FROI) with the League of Minnesota Cities Insurance Trust upon notification of job-related injury or illness. FROI must be filed with the Insurance Trust within 24 hours of the incident. The employee's supervisor and employee shall also complete and file any other workplace accident forms.

Supervisor's Report of Accident

When a new injury is reported, it is important to conduct an immediate investigation to record the facts of how the injury occurred and what body parts were injured. The

Supervisor's Report of Accident (SRA) should be completed based on the supervisor's first hand contact with the injured employee and review of the area where the injury occurred. The SRA is due to the City Administrator within three (3) working days of the incident.

Employee Incident Report

The Employee Incident Report (EIR) should also be completed by the employee, but should not be substituted for an in-person interview or completion of the supervisor's analysis via the SRA. If possible, this form should be included with the FROI, but do not delay the filing of the FROI for more than one day. If the EIR is not completed and returned within one day, the City Administrator or responsible supervisor should continue to follow up with the employee the form is completed and received. The EIR is due to the City Administrator within three (3) working days of the incident.

Safety Equipment/Gear

Where safety equipment/gear is required by federal, state, or local rules and regulations, it is a condition of employment that such equipment be worn and/or used by the employee. The City of Maple Plain is not liable for employees that do not use the appropriate safety equipment/gear while performing the duties of the job.

Unsafe Behavior

The City Administrator is hereby authorized to send an employee home immediately when the employee's behavior violates the City's personnel policies, department policies, or creates a potential health or safety issue for the employee or others. This authorization is also extended to the Fire Chief or other Fire Department officers.

WORKER'S COMPENSATION

Applicable employment classifications: All.

Worker's Compensation benefits are extended only to employees injured as a result of workplace accidents while performing the required duties of their positions for the City of Maple Plain. In order to be eligible for and receive Worker's Compensation benefits, an employee and/or employee's supervisor must notify the City Administrator within 24 hours of the incident. All required incident reporting forms must also be submitted to the City Administrator within the required period of time.

Worker's Compensation "lost wages" benefits are paid at two-thirds ($\frac{2}{3}$) of the employee's regular gross wages as of the date of injury. Lost wages benefits are intended to meet an employee's regular take home pay after taxes. Employees suffering "lost time" – missing work due to a work-related injury or illness – have the option of using personal leave (sick leave) until Worker's Compensation benefits begin. Any City

compensation paid to the employee from the date of injury shall be repaid to the City. The City shall then reinstate personal leave (sick leave) used.

Eligible employees receiving Worker's Compensation lost wage benefits shall not receive their regular pay from the City while absent from work due to a work-related injury or illness. Permanent employees on Worker's Compensation shall continue to receive all applicable City-provided benefits, including City benefit contributions, and accrue leave during their absence from work. Personal (sick), vacation and other accrued leave may not be used while receiving Worker's Compensation lost wage benefits. [The employee will be responsible for any family contributions for health and dental insurance.](#)

RETURN TO WORK

Applicable employment classifications: All.

The City of Maple Plain will make every effort to provide temporary work assignments for an employee recovering from a medically documented mental or physical illness, injury or medical condition sustained on or off the job if such medical condition(s) preclude the employee from satisfactorily performing the essential functions of his or her position. Work assignments shall be consistent with the employee's physical or mental capabilities during his or her recuperation period, prior to returning to full duty status.

Fitness for duty determination

The City shall require a medical certificate or letter from the employee's physician attesting to the employee's fitness for duty prior to return to work. The fitness for duty report must be based on the particular health condition(s) for which the employee was absent. It must address whether the employee can perform the essential functions of his/her regular job. If a fitness for duty certification or physician letter is not furnished, the City will deny reinstatement until it is provided.

The City Administrator may consult with a physician or other expert to determine reasonable accommodations for any employee who is a "qualified disabled" employee under the ADA (Americans with Disabilities Act).

Notification of duty restrictions

Employees unable to perform the essential requirements of their job due to a short-term, temporary disability, they will notify the supervisor in writing as to the nature and extent of the disability and the reasons why they are unable to perform the essential functions, duties, and requirements of the position. This notice must be accompanied by a physician's report containing a diagnosis, current treatment, and any work restrictions related to the temporary disability. The notice must include the expected time frame

regarding return to work with no restrictions, meeting all essential requirements and functions of the City's job description along with a written request for light duty.

Light duty and modified duty assignment

Employees returning to work with physician restrictions, temporary disability or who are medically unable to perform their regular work duties resulting from a job-related injury or illness shall work with the City Administrator, and Fire Chief, in the event said employee is a fire fighter, to establish a light duty or modified duty assignment and work schedule. Assignments and work schedule shall meet the restrictions or disabilities of employee as outlined by the employee's physician. Written documentation from a physician as to the specific restrictions is required before accepting light duty or modified duty assignment. [Fire Chief will provide documentation for firefighters.](#)

Light duty is evaluated by and at the discretion of the City Administrator on a case-by-case basis. This policy does not guarantee assignment to light duty or a modified duty assignment. Such assignments are for short-term, temporary disability-type purposes and shall not exceed six (6) months in duration.

Notice to employees

The City may require a medical exam conducted by a physician selected by the City to verify the diagnosis, current treatment, expected length of temporary disability, and work restrictions.

If the City offers a light duty assignment to employees who are out on worker's compensation leave, the employees may be subject to penalties if they refuse such work. The City will not, however, require an employee who is otherwise qualified for protection under the Family and Medical Leave Act to accept a light duty assignment. The circumstances of each temporarily disabled employee performing light duty work will be reviewed regularly. Any light duty or modified work assignment may be discontinued at any time.

9. RESPECTFUL WORKPLACE

Applicable employment classifications: All.

The intent of this policy is to provide general guidelines about the conduct that is and is not appropriate in the workplace. The City of Maple Plain acknowledges that this policy cannot possibly predict all situations that might arise, and also recognizes that some employees are exposed to disrespectful behavior, and even violence, by the very nature of their jobs.

Applicability

Maintaining a respectful work environment is a shared responsibility. This policy is applicable to all City personnel including permanent and temporary employees, volunteers, firefighters, and City Council members.

Abusive Customer Behavior

While the City has a strong commitment to customer service, the City does not expect that employees accept verbal abuse from any customer. An employee may request that the City Administrator intervene when a customer is abusive, or they may defuse the situation themselves, including ending the contact.

If there is a concern over the possibility of physical violence, the City Administrator should be contacted immediately. When extreme conditions dictate, 911 may be called. Employees should leave the area immediately when violence is imminent unless their duties require them to remain. Employees must notify their supervisor about the incident as soon as possible.

Types of Disrespectful Behavior

The following types of behaviors cause a disruption in the workplace and are, in many instances, unlawful:

Violent behavior: *includes the use of physical force, harassment, or intimidation.*

Discriminatory behavior: inappropriate remarks about or conduct related to a person's race, color, creed, religion, national origin, disability, sex, marital status, age, sexual orientation, or status with regard to public assistance.

Offensive behavior: actions as rudeness, angry outbursts, inappropriate humor, vulgar obscenities, name calling, disrespectful language, or any other behavior regarded as offensive to a reasonable person.

Accordingly, employees are encouraged to discuss with their fellow employees and City Administrator what is regarded as offensive, taking into account the sensibilities of

employees and the possibility of public reaction. Although the standard for how employees treat each other and the general public will be the same throughout the city, there may be differences between work groups about what is appropriate in other circumstances unique to a work group. If an employee is unsure whether a particular behavior is appropriate, the employee should request clarification from the City Administrator. [Yearly training on a respectful workplace will be provided for all employees.](#)

Sexual harassment: consists of a wide range of unwanted and unwelcome sexually directed behavior such as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- submitting to the conduct is made either explicitly or implicitly a term or condition of an individual's employment
- submitting to or rejecting the conduct is used as the basis for an employment decision affecting an individual's employment
- such conduct has the purpose or result of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Sexual harassment includes, but is not limited to, the following:

- Unwelcome or unwanted sexual advances. This means stalking, patting, pinching, brushing up against, hugging, cornering, kissing, fondling or any other similar physical contact considered unacceptable by another individual.
- Verbal or written abuse, kidding, or comments that are sexually-oriented and considered unacceptable by another individual. This includes comments about an individual's body or appearance where such comments go beyond mere courtesy, telling "dirty jokes" or any other tasteless, sexually oriented comments, innuendos or actions that offend others.
- Requests or demands for sexual favors. This includes subtle or obvious expectations, pressures, or requests for any type of sexual favor, along with an implied or specific promise of favorable treatment (or negative consequence) concerning one's current or future job.

Employee Response to Disrespectful Workplace Behavior

Employees who believe that disrespectful behavior is occurring are encouraged to deal with the situation in one of the ways listed below. However, if the allegations involve violent behavior, sexual harassment, or discriminatory behavior, then the employee is responsible for taking one of the actions below. If employees see or overhear a violation of this policy, they are encouraged to follow these steps.

Step 1(a). Politely, but firmly, tell whoever is engaging in the disrespectful behavior how you feel about their actions. Politely request the person to stop the behavior because you feel intimidated, offended, or uncomfortable. If practical, bring a witness with you for this discussion.

Step 1(b). If you fear adverse consequences could result from telling the offender or if the matter is not resolved by direct contact, go to the City Administrator. The person to whom you speak is responsible for documenting the issues and for giving you a status report on the matter no later than ten (10) business days after your report.

In the event disrespectful behavior is occurring within the Fire Department, Department employees are encouraged to ~~should~~ notify the Fire Chief. The Fire Chief shall confer with the City Administrator regarding the incident(s). Should the alleged behavior include the Fire Chief, the complaint shall be directed to the City Administrator.

Step 1(c). In the case of violent behavior, all employees are required to report the incident immediately to the City Administrator.

Any employee who observes sexual harassment or discriminatory behavior, or receives any reliable information about such conduct, must report it within two (2) business days to the City Administrator.

Step 2. If, after what is considered to be a reasonable length of time (i.e. 30 days), you believe inadequate action is being taken to resolve your complaint/concern, the next step is to report the incident to the City Attorney.

City's Response to Allegations of Disrespectful Workplace Behavior

~~Employees filing a complaint of disrespectful workplace behavior will be taken seriously.~~

In the case of sexual harassment or discriminatory behavior, within two (2) days following a report of allegations, the City Administrator will determine whether an investigation is warranted. All reports must be acted upon even if requested otherwise by the victim. In situations other than sexual harassment and discriminatory behavior, the City Administrator will use the following guidelines when an allegation is reported.

Step 1. If the nature of the allegations and the wishes of the victim warrant a simple intervention, the City Administrator may choose to handle the matter informally. The City Administrator may conduct a coaching session with the offender, explaining the impact of his/her actions and requiring that the conduct not reoccur. This approach is particularly appropriate when there is some ambiguity about whether the conduct was disrespectful.

Step 2. If a formal investigation is warranted, the individual alleging a violation of this policy will be interviewed to discuss the nature of the allegations. The person being interviewed may have someone of his/her own choosing present during the interview. The investigator will obtain the following description of the incident, including date, time and place.

- Corroborating evidence.
- A list of witnesses.

- Identification of the offender.

Step 3. The City Administrator shall notify the City Attorney about the allegations.

Step 4. As soon as practical after receiving the written or verbal complaint, the alleged policy violator will be informed of the allegations. The alleged violator will have the opportunity to answer questions and respond to the allegations.

Step 5. After adequate investigation and consultation with the appropriate personnel, a decision will be made regarding whether or not disciplinary action will be taken.

Step 6. The alleged violator and complainant will be advised of the findings and conclusions as soon as practicable.

Special Reporting Requirements

When 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 the appropriate for investigation and action.

If a City 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 shall take appropriate action to protect the alleged victim, other employees, or citizens.

Confidentiality

A person reporting 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).

Retaliation

Consistent with the terms of applicable statutes and City personnel policies, the City shall discipline any individual who retaliates against any person who reports alleged violations of this policy. The City shall also discipline any individual who retaliates against any participant in an investigation, proceeding or hearing relating to the report of

alleged violations. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.

10. SEPARATION FROM SERVICE

Applicable employment classifications: [Regular employees](#)~~All~~.

Resignations

Employees wishing to leave the City service in good standing must provide a written resignation notice to their supervisor, at least fourteen (14) 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. Employees must complete their required notice period. The City shall not provide a pay-in-lieu of the required notice work period unless otherwise agreed to by the City Council or per employment agreements.

Failure to comply with this procedure may be cause for denying the employee's severance pay and any future employment with the City.

For Severance or Separation Pay see the Hours of Work & Compensation section.

11. DISCIPLINE

Applicable employment classifications: All.

General Policy

The City Administrator is responsible for maintaining compliance with City standards of employee conduct. The objective of this policy is to establish a standard disciplinary process for employees of the City of Maple Plain. All City employees are subject to disciplinary action for failure to fulfill their duties and responsibilities at the level required, including observance of work rules and standards of conduct and applicable City policies.

Discipline will be administered in a non-discriminatory manner. An employee who believes that discipline applied was either unjust or disproportionate to the offense committed may pursue a remedy through the grievance procedures established in the City's personnel policies. The City Administrator will investigate any allegation on which disciplinary action might be based before any disciplinary action is taken.

The Fire Chief shall oversee all disciplinary actions regarding Fire Department employees. A reports and documentation of disciplinary actions shall be provided to the City Administrator for review, and placed in an employee's file.

No Contract Language Established

This policy is not to be construed as contractual terms and is intended to serve only as a guide for employment discipline.

Process

The City may elect to use progressive discipline with any employee. There may be circumstances that warrant deviation from the suggested order or where progressive discipline is not appropriate. Nothing in these personnel policies implies that City employees have a property right to the job they perform.

Documentation of disciplinary action taken will be placed in the employee's personnel file with a copy provided to the employee. The following are descriptions of the types of disciplinary actions.

Employee shall not have contact with any City Council member regarding disciplinary procedures and decisions. Employees not satisfied with the outcome of such procedures and decisions may file an appeal through the City's Grievance policy.

Oral Reprimand

This measure will be used where informal discussions with the City Administrator and City employees, or Fire Chief and Fire Department employees, have not resolved the matter. Oral reprimands are normally given for first infractions on minor offenses to clarify expectations and put the employee on notice that the performance or behavior needs to change, and what the change must be. The oral reprimand shall be documented in written form, including date(s) and a summary of discussion and corrective action needed and/or agreed to. [The Fire Chief should always consult with or get approval from the Administrator when issuing discipline.](#)

Written Reprimand

A written reprimand is more serious and may follow an oral reprimand when the problem is not corrected or the behavior has not consistently improved in a reasonable period of time. Serious infractions may require skipping either the oral or written reprimand, or both. Written reprimands are issued by the City Administrator, or Fire Chief for Fire Department employees.

A written reprimand will:

- state what happened
- state what should have happened;
- identify the policy, directive or performance expectation that was not followed
- provide history, if any, on the issue
- state goals, including timetables, and expectations for the future
- indicate consequences of recurrence.

Employees will be given a copy of the reprimand to sign acknowledging its receipt. Employees' signatures do not mean that they agree with the reprimand. Written reprimands will be placed in the employee's personnel file.

Probation

~~An employee receiving a written reprimand may also be placed on a six (6) month probationary period. Probation is used in conjunction with a performance improvement plan. An employee satisfactorily completing his or her probationary period shall be restored to regular employment status. A probationary period may only be extended by three (3) months. If after nine (9) months, the employee has shown no signs of improvement, the employee may be placed on suspension without pay, demoted or dismissed from City employment.~~

~~A probationary employee shall not lose benefits or leave accrual eligibility.~~

Suspension With or Without Pay

The City Administrator may suspend an employee ~~without pay~~ for disciplinary reasons. ~~Suspension without pay may be followed with immediate dismissal as deemed appropriate by the City Council, except in the case of veterans. Qualified veterans will not be suspended without pay in conjunction with a termination.~~

The employee will be notified in writing of the reason for the suspension either prior to the suspension or shortly thereafter. A copy of the letter of suspension will be placed in the employee's personnel file.

An employee may be suspended or placed on involuntary leave of absence pending an investigation of an allegation involving that employee. The leave may be with or without pay depending on a number of factors including the nature of the allegations. If the allegation is proven false after the investigation, the relevant written documents will be removed from the employee's personnel file and the employee will receive any compensation and benefits due had the suspension not taken place.

Demotion

An employee may be demoted if attempts at resolving an issue have failed, and the City Administrator determines a demotion to be the best solution to the problem. The employee must be qualified for the position to which they are being demoted. The City Council must approve this action.

Salary

An employee's salary increase may be withheld or the salary may be decreased due to performance deficiencies.

Dismissal/Discharge

The City Administrator, with the approval of the City Council, may dismiss any employee for substandard work performance, serious misconduct, or behavior not in keeping with City standards. All items must be presented to the Personnel Committee and then to the City Council for final approval.

If the disciplinary action involves the removal of a qualified veteran, the appropriate hearing notice will be provided and all rights will be afforded the veteran in accordance with Minnesota law.

12. GRIEVANCE PROCEDURE

Applicable employment classifications: All.

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 City Administrator within twenty-one (21) days after the alleged violation or dispute has occurred. The City Administrator 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, the employee must be present 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 City Attorney within seven (7) days after the City Administrator's response. The City Attorney shall confer with the City Administrator and City Council regarding the grievance and will respond to the employee in writing within seven (7) calendar days.

Step 3. If the grievance has not been settled in accordance with Steps 1 or 2, the employee may request an administrative hearing before the City Council. Such request must be made within seven (7) days after the City Attorney's response is due. The City Council shall review all information and set a hearing date, time and location.

No employee filing a grievance shall have contact with any City Council member. This is to ensure a fair and impartial hearing should an administrative hearing be requested.

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.

- Performance evaluations
- Pay increases or lack thereof
- Merit pay awards.

The above list is not meant to be all inclusive or exhaustive.

13. EMPLOYEE EDUCATION, TRAINING & TRAVEL

TRAINING

Applicable employment classifications: All.

The City of Maple Plain promotes staff development as an essential, ongoing function needed to maintain and improve cost effective quality service to residents. The purposes for staff development are to ensure that employees develop and maintain the knowledge and skills necessary for effective job performance and to provide employees with an opportunity for job enrichment and mobility.

Policy

The City will pay for the costs of an employee's participation in training and attendance at professional conferences, provided that attendance is approved in advance under the following criteria and procedures. Advanced approval shall include either with the annual budget or as a separate request.

For the purpose of this policy, training opportunities, conferences and events shall include Elected, Permanent, Paid on Call employees and members of appointed boards and commissions.

Training, Conferences & Meetings

The subject matter of the training session, conference or attending professional meetings directly job-related is considered relevant to the performance of the employee's work responsibilities. Responsibilities outlined in the job description, annual work program requirements and training goals and objectives that have been developed for the employee will be considered in determining if the request is job-related.

Continuing learning credits or similar courses taken by permanent employees in order to maintain licensing or other professional accreditation required as a condition of employment with the City, or necessary to perform essential job functions, is covered under this policy.

The City Administrator and Fire Chief are responsible for determining appropriate job-related training, and approving or disapproving training and conference attendance.

Participation in training, conferences and meetings

All potential training sessions, conferences or attendance at professional meetings shall be outlined and approved during the annual budget process. The City Administrator shall notify the City Council and other eligible employees of training opportunities. Eligible employees shall notify the City Administrator of their interest in participating in those opportunities.

Requests not budgeted for and totaling more than \$200 per registrant require City Administrator approval. The City Council shall approve all non-budgeted training requiring travel expenses, such as airfare, hotel, etc. Payment information such as invoices, billing statements, etc., regarding the conference or training should be forwarded to the City for prompt payment.

Memberships and Dues

Membership in professional organizations is encouraged and is viewed as a benefit to the employee and City of Maple Plain. Unless an organizational or individual-only membership is available, the City normally obtains one membership per agency, as determined appropriate by the City Administrator with approval from the City Council.

The City shall pay for all professional organization membership costs for employees, provided that membership is specifically related to the duties of the employee and City of Maple Plain.

Upon separation of employment, individual memberships remain with the City and are transferred to another employee by the supervisor.

TRAVEL

Applicable employment classifications: All.

This policy includes, but is not limited to, travel, lodging, conference expenses, and other related expenditures incurred while conducting City business. This policy also establishes procedures for authorization and reimbursement of such expenses.

All expenses that do not fall within this adopted expense and reimbursement policy must be approved by the governing body, in a public meeting, before the expense is incurred.

Travel Authorization

Travel expenses identified and allocated for during the budgeting process are deemed approved by the City Council. Requests for incurring travel expenses not budgeted for requires City Council approval. Payment information such as invoices, billing

statements, etc., regarding the conference or training should be forwarded to the City for prompt payment.

Transportation

The most economical mode and class of transportation reasonably consistent with scheduling needs and cargo space requirements should be used, using the most direct and time-efficient route. The use government and/or group rates offered by a provider of transportation are encouraged. The following transportation modes may be employed for the purpose of traveling on City business.

Airfare

Employees shall utilize coach or tourist class accommodations when traveling within the continental United States by commercial airline. Reservations, where possible, should be made at least fourteen (14) or more days in advance to take advantage of all available discounts. Employees may, at their own expense, pay to upgrade their airline accommodations. For travel outside of the continental United States, employees may choose to travel business class with sound business justification and benefit to the City. City Council approval is required. Airfare expenses shall include baggage handling fees of the employee.

Alternate Travel Methods

Employees using alternative travel methods, such as commercial bus or train for travel to and from designated places on City business outside the City will be reimbursed for the actual expense of the alternative travel method, not to exceed coach or tourist class airfare.

Airfare and tickets for other alternative travel methods shall be purchased in advance using the City credit card. Employees must obtain approval from the City Administrator before purchasing tickets and seeking approval. Receipts are required in order to receive reimbursement.

Vehicle Rentals, Taxi, and Transit Fare

Out of town expenses for such transportation may be authorized where reasonable and necessary to conduct City business. Receipts must be provided to obtain reimbursement. An employee shall cite reasons when choosing vehicle rental over taxi or shuttle service. If rental vehicle is subsequently denied, the related parking fees will also be denied and the official will be reimbursed the round trip shuttle charges.

Lodging

Lodging expenses for employee overnight travel shall be paid by the City. The City shall only pay the single room rate, and will not cover expenses for a spouse or dependent

accompanying an employee on the trip unless previously approved by the City Administrator.

If lodging is in connection with a conference or event, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question if such rates are available at the time of booking. If the group rate is not available, the official shall use lodging that offers rates comparable to government and/or group rates.

Employees and their spouses or dependents traveling on City business are responsible for costs including: baggage; phone calls; room service, unless part of employee per diem; etc. Transportation may be reimbursed for trips directly to and from the hotels, airports or meeting sites as stated above.

Lodging reservations shall be purchased in advance using the City credit card. Employees must obtain approval from the City Administrator before reserving and paying for lodging accommodations with a personal credit card. Receipts are required in order to receive reimbursement.

Mileage

When a personal vehicle is used for City business, the City of Maple Plain reimburses actual miles traveled at the IRS mileage rate. Mileage is only reimbursed for trips in excess of eight (8) miles round trip. Employees shall also be reimbursed for parking, including airport parking. A receipt for parking is required for reimbursement. The City does not reimburse for valet parking.

Meals

Employees traveling as a representative of the City or representing the City at various functions are allowed a per diem for meals and reasonable gratuity. The per diem rates are:

| <u>Meals</u> | <u>Amount</u> |
|--------------|---------------|
| Breakfast | \$8.00 |
| Lunch | \$10.00 |
| Dinner | \$17.00 |

Eligibility for meal reimbursement shall be based on the employee on assignment, representing the City at meetings, and events more than 20 miles from Maple Plain. The City may also reimburse employees for meals at City-sponsored meetings or events. The City will only reimburse gratuities of up to 15 percent for meals. Expenses for which City officials receive reimbursement from another agency are not reimbursable.

The City does not reimburse employees for alcohol and entertainment.

Claims for breakfast reimbursements may be submitted if the employee is on travel status overnight or departs from home or office before 8 a.m. Dinner reimbursements may only be claimed if an employee is on travel status or does not return home until after 7 p.m.

If meals are included in conference registration, the City shall not reimburse employees for additional costs

Special Expense

Employees incurring special expenses while on travel status may submit receipts for reimbursement. Special expenses include: writing utensils; writing paper; faxes for City business; windshield washer fluid and oil, when driving City-owned vehicles; etc.

Volunteers and others requesting reimbursement of expenses must request receive prior approval from the City administrator before incurring any expense. This includes mileage.

Entertainment

Expenses for entertainment not related to the event or function for which an employee is attending are the responsibility of the employee. The City does not reimburse employees for alcohol and entertainment.

Reimbursement of Travel & Related Expenses

The following are required in order to receive reimbursement for travel and travel-related expenses employees must submit the following along with appropriate documentation of purpose of trip.

Receipts

- Credit card and/or cash payment receipts.
- Meal, hotel, transportation and other expense receipts.

Documentation

- Conference brochure.
- Meeting agenda.
- Trip or meeting purpose.
- Other attendees at a meal or meeting.

The reason for the expenses should be clearly documented on the expense reimbursement request and forms.

Unable to Attend Pre-Planned Trip

Employees unable to attend a planned trip or event where the City pre-paid travel expenses (i.e. airfare) and/or conference registration fees shall notify the City Administrator. If the City has prepaid an employee's expenses it is the employee's responsibility to cancel their registration and ensure any prepaid and/or credit card fees are refunded within thirty (30) days of the unattended event to the City.

Employees paying for travel expenses out of pocket and unable to attend the planned trip or event, and seeking reimbursement from the City, shall provide a written explanation as to the reason(s) why they were unable to attend (i.e. unexpected illness, injury or death in the family, etc.) and why they should be reimbursed for those expenses.

Employees may be required to pay any applicable cancellation fees.

City Prepayment & Credit Card Use Policy

The City does not issue credit cards to individual employees, but does have one (1) bank-issued credit card for selected City expenses including travel. The City Administrator or his/her designee may authorize prepayment by the City and/or use of the City's credit cards for the following types of expenses only: conference or event registrations, airline, bus or train tickets and lodging expenses for employees.

Compensation for Travel & Training Time

Time spent traveling to and from, as well as time spent attending a training session or conference, will be compensated in accordance with the federal Fair Labor Standards Act. Travel and other related training expenses will be reimbursed subject to the employee providing necessary receipts and appropriate documentation.

Out of State Travel

Attendance at training or conferences out of state is approved only if the training or conference is not available locally.

EDUCATION

| **Applicable employment classifications:** ~~Permanent~~[Regular](#)

Tuition Reimbursement

To be considered for tuition reimbursement the employee must be in good standing and have been employed by the City for at least one (1) year. All requests for tuition reimbursement will be considered on a case-by-case basis by the City Administrator, with final approval/disapproval provided by the City Council.

Courses taken for credit at an approved educational institution must meet the following criteria to be approved for reimbursement whether or not required for a degree program.

- Courses must be directly related to the employee's present position – OR
- Courses must be directly related to a reasonable promotional opportunity in the same field of work as present position.

The City will pay the cost of tuition upon successful completion – C grade or better, or “pass” in a pass/fail course – of the approved course. Only employees of Permanent status are eligible for tuition reimbursement. Books and other fees, mileage and meals are the responsibility of the employee, unless the course is required by the City Council and during work hours. Costs related to courses required by the City are 100% paid by the City.

~~The maximum reimbursement per course will be based on an average course cost at the University of Minnesota, and depends on the level of course taken— general/undergraduate level, graduate or doctorate. Employees may elect to attend a more costly school provided they pay the difference in cost.~~ Employees must reimburse the City if they voluntarily leave employment within twelve (12) months of receiving tuition reimbursement from the City.

Tuition reimbursement for an individual employee will not exceed \$2,500 per year.

14. OUTSIDE EMPLOYMENT

Applicable employment classifications: [Regular Employees-All](#).

The potential for conflicts of interest is lessened when individuals employed by the City of Maple Plain regard the City as their primary employment responsibility. All outside employment is to be reported to the City Administrator. Any City employee accepting employment in an outside position that is determined by the City Administrator to be in conflict with the employee's City job will be required to resign from the outside employment or may be subject to discipline up to and including termination.

For the purpose of this policy, outside employment refers to any non-City employment or consulting work for which an employee receives compensation, except for compensation received in conjunction with military service or holding a political office or an appointment to a government board or commission that is compatible with City employment. The following is to be considered when determining if outside employment is acceptable.

- Outside employment must not interfere with a full-time employee's availability during the City's regular hours of operation or with a part-time employee's regular work schedule.
- Outside employment must not interfere with the employee's ability to fulfill the essential requirements of his/her position.
- The employee must not use City equipment, resources or staff in the course of the outside employment.
- The employee must not violate any City personnel policies as a result of outside employment.
- The employee must not receive compensation from another individual or employer for services performed during hours for which he/she is also being compensated by the City. Work performed for others while on approved vacation or compensatory time is not a violation of policy unless that work creates the appearance of a conflict of interest.
- No employee will work for another employer, or for his/her own business, while using paid personal leave from the City for those same hours.

City employees are not permitted to accept outside employment that creates either the appearance of or the potential for a conflict with the development, administration or implementation of policies, programs, services or any other operational aspect of the City.

15. DRUG FREE WORKPLACE

Applicable employment classifications: All.

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

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

| See Appendix C – Drug Testing Policy – for additional information. [Need to create.](#)

Comment [JT2]: Was this completed?

16. CITY DRIVING POLICY

Applicable employment classifications: All.

This policy applies to all employees who drive a vehicle on City business at least once (1) per month, whether driving a City-owned vehicle or their own personal vehicle. It also applies to employees who drive less frequently but whose ability to drive is essential to their job due to the emergency nature of the job. The City expects all employees who are required to drive as part of their job to drive safely and legally while on City business and to maintain a good driving record. City employees are also required to always wear their seat belts while on City business, whether operating a City-owned or personal vehicle.

~~The City may examine driving records once (1) per year for all employees who are covered by this policy to determine compliance with this policy.~~ Employees who lose their driver's license or receive restrictions on their license are required to notify the City Administrator on the first work day after any temporary, pending or permanent action is taken on their license, and to keep the City Administrator informed of any changes thereafter.

The City will determine appropriate action on a case-by-case basis.

17. TECHNOLOGY POLICY

~~Applicable employment classifications: All.~~

CELLULAR PHONE USE

This policy is intended to define acceptable and unacceptable uses of cellular telephones. Its application is to insure that cellular phone usage is consistent with the best interests of the City without unnecessary restriction of employees in the conduct of their duties. This policy will be implemented to prevent the improper use or abuse of cellular phones, and to ensure that City employees exercise the highest standards of propriety in their use.

Cellular telephones are intended for the use of City employees in the conduct of their work for the City. Supervisors are responsible for the cellular telephones assigned to their employees and will exercise discretion in their use. Nothing in this policy will limit discretion to allow reasonable and prudent personal use of such telephones or equipment provided that:

- Its use in no way limits the conduct of work of the employee or other employees.
- No personal profit is gained or outside employment is served.

The City Administrator may authorize an employee to use his/her own personal cellular phone for City business and be reimbursed by the City for those calls. An employee will not be reimbursed for business-related calls without prior authorization from the City Administrator. The City Administrator may also prohibit employees from carrying their own personal cell phones during working hours if it interferes with the performance of their job duties.

Use of public resources by City employees for personal gain and/or private use including, but not limited to, outside employment or political campaign purposes, is prohibited and subject to disciplinary action which may include termination and/or criminal prosecution, depending on the circumstances. Incidental and occasional personal use is permitted.

Employees may be required to reimburse the City pay for all personal calls made on a City-provided cellular phone based on actual cost listed on the City's phone bill. Personal calls will be made or received only when absolutely necessary. Such calls must not interfere with working operations and are to be completed as quickly as possible.

It is the objective of the City of Maple Plain to prevent and correct any abuse or misuse of cellular telephones through the application of this policy. Employees who abuse or misuse such telephones shall be subject to disciplinary action.

The City Administrator, or designee, will have primary responsibility for implementation and coordination of this policy. City owned cell phones shall be returned at resignation

or termination. All passwords and access information for any technology shall be documented.

COMPUTER USE

Purpose

The purpose of this policy is to assist the City in protecting its technology system security and assets, to protect the privacy rights of employees, to manage City resources, and to protect the rights of third parties for appropriate access to City files.

Policy

This document sets forth the City's policies with regard to access and use of computer hardware, software, data, and electronic mail messages. It also sets forth the City's policies with regard to disclosure of computer files, created or received, or electronic mail messages sent or received by City employees with the use of the City's computer resources or electronic mail system. This document sets forth policies on the proper use of computer hardware, software, data, the electronic mail system and Internet system provided by the City.

The City intends to honor these policies but reserves the right to change them at any time as the need arises.

All employees that will work with the City's computers are responsible for reading and adhering to these policies. It is the responsibility of supervisors to ensure that each of their employees has received this document and signed off that they have read it.

General

Inappropriate uses of city technology

City technology is to be used only for business purposes. Employees should not use City technology for any purpose that would reflect negatively on the City. The following is a list of inappropriate uses of the City's technology which may result in disciplinary action up to and including dismissal. This is not a complete list of inappropriate uses.

- Displaying, printing or transmitting material that contains defamatory, false, inaccurate, abusive, obscene, pornographic, profane, sexually oriented, threatening, racially offensive, or otherwise biased, discriminatory, or illegal material.
- Displaying, printing or transmitting material that violates City regulations prohibiting sexual harassment.
- Using the City's computer system or software or allowing others to use it for personal profit, commercial product advertisement or partisan political purposes.
- Using e-mail to solicit for commercial ventures, or charitable, religious or political causes, with the exception of charitable campaign drives sponsored by the City.

- Inappropriately sharing your user ID or password to allow an individual to obtain confidential information to which they normally would not have access.
- Deliberately damaging or disrupting a computer system (hardware or software) or intentionally attempting to "crash" network systems or programs.
- Attempting to gain unauthorized access to internal or external computer systems.
- Attempting to decrypt system or user passwords.
- Unauthorized copying of system files or software programs.

Storage of Data

All data shall be stored on the City's network servers.

Management of Files – Official Records

Because the storage capacity of the network is limited, all users are responsible for deleting outdated files, being sure to adhere to any records retention policies and procedures. If computer files are deleted, employees should take care in maintaining paper copies of any files that must be retained according to the records retention schedule.

All data that is composed, transmitted or received on City owned, leased, or rented technology, including internal and external electronic mail (e-mail), is considered to be part of the official records of the City, and therefore subject to disclosure as appropriate under state and federal laws. Most documents will be considered public records unless classified otherwise by state or federal law. However, employees must use the same caution in releasing information on City technology systems as they do when releasing hard copies of information. If in doubt about whether information is public, employees must wait to release it until they have checked with the City Administrator

E-mail and other electronic documents must be saved in accordance with the City's records retention schedule if they are required for ongoing legal, fiscal, administrative, operational or research purposes. These records should be saved to a word processing or paper file for storage according to the City's records retention schedule.

Portable Files

Files used to facilitate off-site work, such as word processing documents, electronic spreadsheets and presentation graphic files are considered public property, and may fall under the records retention schedule.

Work Product Ownership

All City technology systems are the property of the City of Maple Plain. This includes, but is not limited to, all hardware, software, programs, applications, templates, internal and external email messages, facsimile (fax) messages, data, data files, and voicemail messages developed or stored on City-owned, leased, or rented technology systems.

The City reserves the right to access, retrieve and read any data, messages or files stored on City technology and disclose any data, messages or files without prior employee consent. Employee use of city technology is not private. This includes, but is not limited to, use of internal and external email and use of the Internet.

Virus Protection

Users shall not change their system's configuration or take other steps to defeat virus protection devices or systems.

Configuration

Individual workstations are configured to operate in a complex, networked environment. Users may not change their system's setup files.

Security

The City of Maple Plain uses a computer security system to protect information from unauthorized or inappropriate access or modification. Users shall not add additional security, such as passwords, to their workstations or files.

Computer users shall identify themselves to the system by signing on with their assigned user name. Users shall never attempt to sign on to the system with any other user name. All users provide the City Administrator with User IDs and passwords used to access workstations.

Software

In addition to authorized roles regarding software, the legal implications for improper handling of software can be significant:

According to the U.S. Copyright Law, illegal reproduction of software can be subject to civil damages of as much as \$100,000 per work copied, and criminal penalties, including fines and imprisonment. The City of Maple Plain does not condone the illegal duplication of software or any other form of criminal activity. Employees who engage in such activity are also subject to discipline using City personnel procedures.

Personal Use of City Computers

The City currently allows personal use of City-owned computers by City employees only. City computers are not to be used to manage any part of a private business, for personal gain or for political or criminal activity. No personal software or hardware is to be used or installed on City computers.

Portable Computer Use

Portable personal computer(s) can be used for City business, outside of City facilities, after normal working hours provided these procedures. Employees are responsible for loss or damage to a portable computer. If a portable computer is stolen while outside of City facilities, an insurance claim should first be submitted to the employee's insurance company. No employee will be held responsible for a theft unless an investigation determines the employee played a part in that theft.

Internet Use

The use of the Internet during work hours should be limited to those subjects that are directly related to an individual's job duties for the City of Maple Plain. Employees are advised to exercise discretion when using the Internet for personal business since any use can be monitored. Use of the Internet to view illegal, pornographic or other inappropriate materials, whether during work hours or on personal time, is prohibited and will be cause for disciplinary action.

The primary function of the computer system is to assist in service delivery to our residents and customers. Allowing employees to spend personal time learning how to use and conduct research on the Internet will ultimately result in improved performance as employees for the City of Maple Plain.

To that end, employees may use the Internet for personal use during non-work time. However, employees may not intentionally access any site that is inappropriate for a public sector employee, or which could cause embarrassment to the organization or the employee. Public sector organizations are held to a high standard of scrutiny and ethical behavior. Some examples of inappropriate sites include adult entertainment, sexually explicit material, Web sites promoting violence or terrorism, illegal use of controlled substances (drugs) and intolerance of other people/races/religions, etc.

[City Councilmembers shall receive a \\$700 technology stipend at the beginning of each four-year term.](#)

Web Site

The City of Maple Plain has developed a Web site on the Internet. The Internet address is www.mapleplain.com. The site currently includes information about various departments, community events and city meeting information. The Web site is a fast, convenient way to communicate to people.

Meeting Information

All meetings that are open to the public are listed on the Web site.

Links to Other Sites

The City of Maple Plain's Web site is for informational purposes only. It is not intended to be a venue for advertisements or endorsements. The Web site will provide links to other Web sites only if the Web site is for a governmental or quasi-governmental entity. Quasi-governmental organizations include libraries, license bureaus, etc. The City will not create a link to other businesses or non-profit organizations, with the exception of those businesses included in the Business Directory.

Web Space to Other Organizations

The City of Maple Plain will not provide web space to other businesses or organizations. The web site space is leased on a monthly basis, from an outside vendor. To allow others access to this space would be logistically difficult and opens the City information up to security issues and additional costs.

City Business Directory

The City of Maple Plain's Web site does not currently list, advertise or promote local businesses.

Electronic Communications

Electronic communications can take a variety of forms such as telephone messages, voicemail, facsimile, e-mail and similar computer-based documents. Data stored in any form using City equipment is considered City data. Such data is available to anyone authorized to see that data. All passwords and security codes shall be kept in the City safe.

Electronic communication is any message or data sent or received electronically. There are two main categories of electronic communication currently being utilized by the City: e-mail and voicemail. E-mail is computer based and involves receiving and delivering some type of computer output (i.e. messages, letters, memos, spreadsheets, etc) via the city network and phone lines. Voicemail is a system whereby sounds, usually voices, are digitally recorded, transmitted, and stored. E-mail and voicemail systems are provided to facilitate City business communication among employees and other business associates.

Proper Use

The e-mail and voicemail systems are City property and are intended for City business. The systems are not be used for employee personal gain, illegal activities, or political activities. All data and other electronic messages within these systems are the property of the City of Maple Plain. Limited and brief personal use of e-mail and voice mail is acceptable.

Privacy

The City's computer and telephone systems are the property of the City of Maple Plain, and employees should have no expectation of privacy of the communications made using these systems. The City Administrator, reserves the right to review the contents of employee's e-mail or voicemail files. Also, employees may not intentionally intercept, eavesdrop, record, alter, or receive other persons e-mail or voicemail messages without proper authorization.

Deleting Messages

Generally, e-mail and voicemail messages are temporary communications, which are non-vital and may be discarded routinely. However, depending on the content of the message, it may be considered a more formal record and should be retained pursuant to the City's adopted record retention schedule.

Junk mail (Spam)

Delete junk mail as soon as possible. If you do not desire mail from any sender you may reply with an e-mail that asks to be deleted from any e-mail list.

[Social Media-See Social Media Policy](#)

Email

All City employees should be cognizant emails sent or received via the City email server, City Web mail, City Web site, or emails sent from private accounts on City business may be considered public data.

Emails Between Elected & Appointed Officials

Elected and appointed City officials should exercise extreme caution when sending or receiving emails to other members of elected or appointed City boards and commissions. Electronic communications between members of these boards, whether representing a quorum or not, could be perceived as a public meeting. The City encourages all communication between elected and appointed officials to be conducted at the appropriate public meetings.

Dial in Access

~~The City of Maple Plain does not currently provide employees with dial in access to the City's computer system.~~

<<*Employee Information File*>>



Agenda Information Memorandum
February 8, 2016 - Maple Plain City Council

3. Consent Agenda
C. Provide Deputy Clerk Full-Time Benefit

Action to be considered:

To approve full-time benefits to Sharon Spicer, Deputy City Clerk of Maple Plain.

Facts:

- Sharon Spicer has been working 31 hours over the past few months and by law if you are working over 31 hours you must be provided full-time benefits.
- City Staff did ask the John Thames, City Attorney to review this matter.



Agenda Information Memorandum
August 22, 2016 - Maple Plain City Council

5. CONSENT AGENDA
D. MEADOWS OF MAPLE PLAIN – LETTER OF CREDIT REDUCTION NO. 2

ACTION TO BE CONSIDERED

To approve a letter of credit reduction down to \$102,900.

FACTS

- Grading, utility, and street construction began on the Meadows of Maple Plain in Fall 2015.
- Currently the utilities, curb and gutter, 1st lift of asphalt, sidewalk, street lights, and trees have been placed.
- Remaining items include the final lift of asphalt, final landscaping, tot lot, restoration, and punchlist.
- The developer has requested a reduction in the letter of credit for the project, and the City engineer has reviewed the request and is recommending a reduction as indicated above.

ATTACHMENTS

Attached - Letter of Credit Reduction No. 2

Meadows of Maple Plain
Letter of Credit Reduction No. 2 - August 17, 2016
Maple Plain, Minnesota
Our File No. 193802890

| Item | Original Letter of Credit | LOC Reduction No. 1 1/21/2016 | Remaining Construction | Construction x 1.25 | LOC Reduction No. 2 8/17/2016 |
|---|---------------------------|----------------------------------|------------------------|------------------------|----------------------------------|
| <i>Part 1 - Grading</i> | | | | | |
| Site Grading, Pond Grading, & Erosion Control | \$134,339.50 | \$28,292.19 | \$9,000.00 | \$11,250.00 | \$11,250.00 |
| Total - Part 1 | \$134,339.50 | \$28,292.19 | | | \$11,250.00 |
| Rounded - Total - Part 1 | \$134,300.00 | \$28,300.00 | | | \$11,300.00 |
| <i>Part 2 - Street and Utility</i> | | | | | |
| Sanitary Sewer | \$103,241.25 | \$3,750.00 | 3,000.00 | 3,750.00 | \$3,750.00 |
| Water main | 131,275.00 | 3,750.00 | 3,000.00 | 3,750.00 | 3,750.00 |
| Storm Sewer (3) | 82,625.00 | 3,750.00 | 4,700.00 | 5,875.00 | 5,875.00 |
| Streets | 163,031.25 | 97,368.00 | 19,000.00 | 23,750.00 | 23,750.00 |
| Landscape | 34,150.00 | 34,150.00 | 8,000.00 | 10,000.00 | 10,000.00 |
| Tot Lot | 43,750.00 | 43,750.00 | 35,000.00 | 43,750.00 | 43,750.00 |
| Street Signs (1) | 750.00 | 750.00 | 600.00 | 750.00 | 750.00 |
| Street Lights (2) | 15,000.00 | 15,000.00 | 0.00 | N/A | 0.00 |
| Total - Part 2 | \$573,822.50 | \$202,268.00 | \$73,300.00 | | \$91,625.00 |
| Rounded - Total - Part 2 | \$573,800.00 | \$202,300.00 | | | \$91,600.00 |
| SUBTOTAL = ROUNDED PART 1 + ROUNDED PART 2 | | | | | |
| | \$708,100.00 | \$230,600.00 | | | \$102,900.00 |



Agenda Information Memorandum
August 22, 2016 - Maple Plain City Council

**6. ADMINISTRATIVE REPORTS
A. MONTHLY ENGINEER REPORT**

ACTION TO BE CONSIDERED

To receive and accept the monthly report from City Engineer Dan Boyum.

FACTS

- See attached.

ATTACHMENTS

Attached is the monthly report from City Engineer Dan Boyum.

To: Honorable Mayor and Council, City Staff
City of Maple Plain

From: Dan D. Boyum
City Engineer

File: 193801804

Date: August 17, 2016

Reference: Monthly Engineering Report

The purpose of this update is to provide you with information on various projects and engineering activities since the last report and to date.

Meadows of Maple Plain

- Performed weekly erosion control inspection and prepared list of items to address.
- Reviewed letter of credit request and prepared correspondence on recommendations.

Budd Avenue Improvements

- Frontier Communications contacted the City that they want to work with the City's contractor to remove and dispose of existing duct work based on pricing received from the contractor.
- We reviewed agreement information on duct removal from the City Attorney.
- Coordinated the preconstruction meeting with the Contractor set for August 26, 2016.
- The Contractor plans to start on the project following Labor Day.

Well No. 4

- Prepared plans and specifications for Council approval.

Miscellaneous

1. Prepared monthly engineering report.
2. Attended staff and council meetings.
3. Reviewed Proto Labs parking lot expansion plans.
4. Prepared correspondence on warranty review of Main/Rainbow Project.
5. Prepared general correspondence to City Staff on various items.



Date: August 5, 2016
To: Public Safety Commissioners
City of Independence Council Members
City of Maple Plain Council Members
From: Director Gary Kroells *GK*
SUBJECT: JULY 2016 ACTIVITY REPORT

The purpose of this report is to give the reader a quick overview of the activities of the Public Safety Department each month. It also compares monthly and year-to-date information to the reader.

The report is broken down into five categories, as defined by the Criminal Justice Reporting System.

CRIMINAL-- Criminal is broken down into Part I and Part II crimes.

Part I includes crimes against persons versus crimes against property; criminal homicide, forcible rape, robbery assault, aggravated assault, burglary -breaking or entering, larceny-theft, larceny analysis, motor vehicle theft and arson.

Part II includes other assaults, forgery and counterfeiting, fraud, embezzlement, stolen property, buying, receiving, possession; vandalism, weapons, carrying, possessing, etc.; prostitution and commercialized vice, sex offenses; drug abuse violations, gambling, offenses against the family and children, driving under the influence, liquor laws, drunkenness, disorderly conduct, vagrancy, all other offenses, suspicion, curfew and loitering laws - persons under 18; and runaways - persons under 18.

TRAFFIC-- Includes violations of the road and driving laws.

PART III-- Lost and Found: Includes lost and found persons, animals, and property, and stalled and abandoned vehicles.

PART IV-- Casualties: Includes all motor vehicle accidents, boating, and snowmobile; public home occupational accidents, fires, suicides, sudden deaths, burning permits, and burning violations.

PART V-- Miscellaneous Public: Includes open doors, gun permit applications, suspicious activities, animal complaints, motorist assists, alarm calls, parking complaints, house checks, driving complaints, civil matters, family disputes, department assists.

The balance of the report shows the total number of incidents handled, miles driven and how the Public Safety Department received calls. If anyone should desire more detailed statistical data, please contact my office.

\\WHPS#0\share\monthlyactivityreport\2015\lettertocouncilmonthlyreport.docx

West Hennepin Public Safety Department
1918 County Road 90 / Maple Plain, Minnesota 55359
Phone: (763) 479-0500 / Fax: (763) 479-0504
Web Address: <http://www.westhennepin.com> E-mail: westhennepin@westhennepin.com

Monthly Activity Report July 2016

| Offense | This Month | Same Month Last Year | This Year To Date | Last Year To Date |
|-----------------------------------|------------|----------------------|-------------------|-------------------|
| City Of Independence | | | | |
| Criminal | 14 | 11 | 71 | 65 |
| Traffic | 315 | 177 | 1,504 | 1,461 |
| Part III | 13 | 10 | 88 | 68 |
| Part IV | 33 | 49 | 236 | 224 |
| Part V | 182 | 203 | 1,157 | 1,063 |
| Total City of Independence | 557 | 450 | 3,056 | 2,881 |
| City Of Maple Plain | | | | |
| Criminal | 8 | 2 | 46 | 43 |
| Traffic | 102 | 50 | 593 | 370 |
| Part III | 10 | 3 | 37 | 39 |
| Part IV | 10 | 20 | 149 | 150 |
| Part V | 169 | 180 | 912 | 850 |
| Total City Of Maple Plain | 299 | 255 | 1,737 | 1,452 |
| Grand Total Both Cities | 856 | 705 | 4,793 | 4,333 |
| TZD | 52 | 53 | 129 | 195 |
| Agency Assists | 31 | 46 | 277 | 198 |
| Total ICR Reports | 939 | 804 | 5,122 | 4,726 |
| Mileage | 15,211 | 17,406 | 88,765 | 91,769 |
| How Received | | | | |
| Fax | 12 | 10 | 84 | 79 |
| In Person | 20 | 37 | 280 | 258 |
| Mail | 5 | 7 | 15 | 25 |
| Other | 8 | 7 | 45 | 22 |
| Phone | 42 | 43 | 243 | 301 |
| Radio | 234 | 224 | 1,471 | 1,294 |
| Visual | 561 | 405 | 2,638 | 2,410 |
| Email | 4 | 7 | 31 | 25 |
| Lobby Walk In | 53 | 64 | 315 | 312 |
| Total | 939 | 804 | 5,122 | 4,726 |

July 2016 Criminal Part I & II
City of Independence Grid #'s 3-5

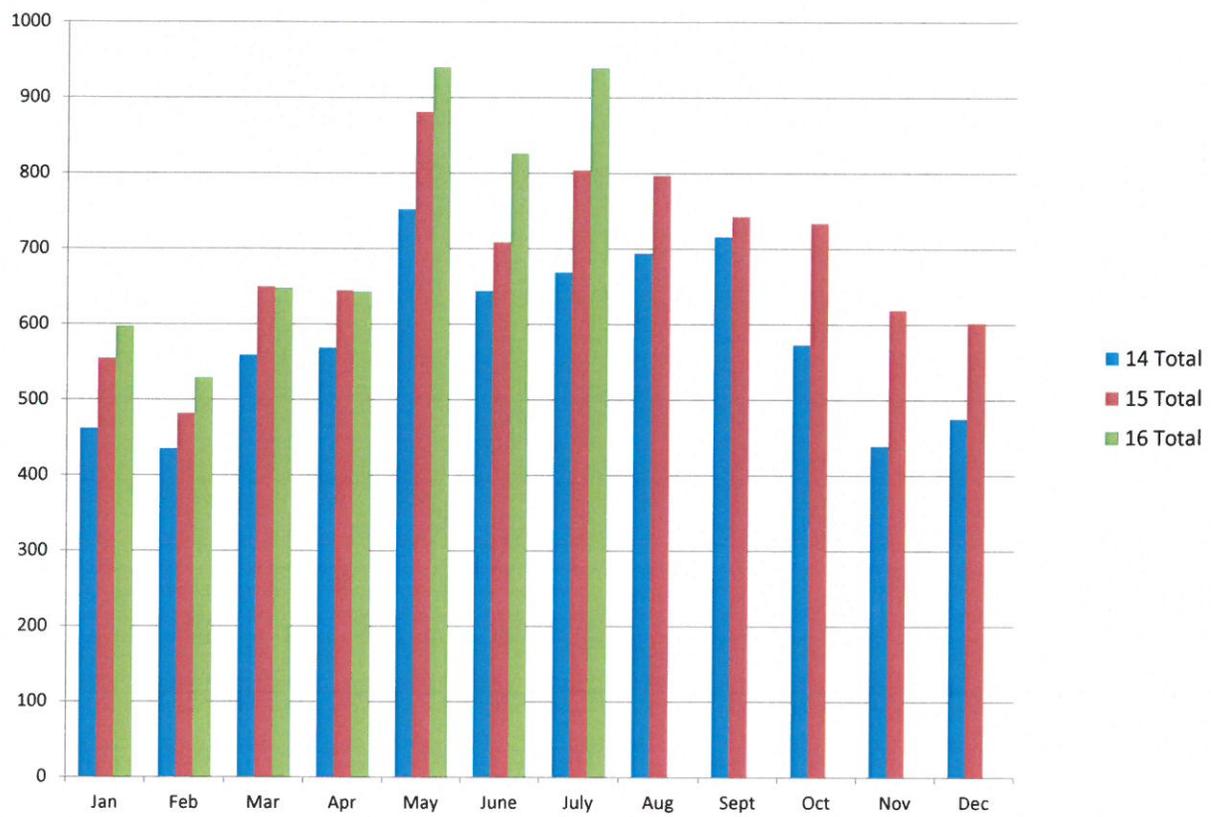
| AGN | ICR | Title | Create Date | Grid # | Reported Date | MOC range |
|------|----------|---|-------------|--------|---------------|-----------|
| WHPS | 16004206 | Possess Alcohol under 21 | 7/1/2016 | 3 | 7/1/2016 | M4104 |
| WHPS | 16004300 | 4th Degree DWI/ Open Bottle / Crash | 7/4/2016 | 5 | 7/4/2016 | JG501 |
| WHPS | 16004302 | Damage to Property | 7/4/2016 | 3 | 7/4/2016 | P3119 |
| WHPS | 16004344 | Malicious Punishment Bodily Harm to Child - Unfounded | 7/6/2016 | 4 | 7/6/2016 | I1075 |
| WHPS | 16004451 | Possession of Marijuana in Motor Vehicle | 7/9/2016 | 3 | 7/9/2016 | DC500 |
| WHPS | 16004493 | Drugs-Small Amount of Marijuana in Motor Vehicle / Drugs - Possession of Paraphernalia | 7/10/2016 | 3 | 7/10/2016 | DC500 |
| WHPS | 16004556 | Vandalism /Damage to Residence | 7/12/2016 | 4 | 7/12/2016 | P3129 |
| WHPS | 16004698 | Tobacco - Possession by Minor / Possess Alcohol Under 21 / Fireworks - Possession of | 7/16/2016 | 3 | 7/16/2016 | M4104 |
| WHPS | 16004763 | Burglary | 7/19/2016 | 3 | 7/19/2016 | B0494 |
| WHPS | 16004770 | Stolen Trailer | 7/19/2016 | 3 | 7/19/2016 | TC229 |
| WHPS | 16004925 | Possession of Marijuana in Motor Vehicle/ Possession of Drug Paraphernalia / Driving After Revocation | 7/23/2016 | 3 | 7/23/2016 | DC500 |
| WHPS | 16004934 | 1st Degree DWI/Refusal | 7/23/2016 | 3 | 7/23/2016 | JDR01 |
| WHPS | 16004990 | Identity Theft - Misdemeanor | 42577 | 3 | 42577 | U2737 |
| WHPS | 16005126 | 2nd Degree DWI | 42582 | 3 | 42582 | JEW01 |

July 2016 Criminal Part I & II
City of Maple Plain Grid # 1-2

| AGN | ICR | Title | Create Date | Grid # | Reported Date | MOC range |
|------|----------|--|-------------|--------|---------------|-----------|
| WHPS | 16004275 | 3rd Degree DWI | 7/2/2016 | 1 | 7/2/2016 | JFW01 |
| WHPS | 16004440 | Theft of Jewelry | 7/8/2016 | 1 | 7/8/2016 | TC009 |
| WHPS | 16004578 | DANCO Violation ~ Domestic Abuse No Contact Order | 7/12/2016 | 1 | 7/12/2016 | N1390 |
| WHPS | 16004659 | Theft from Auto | 7/14/2016 | 2 | 7/14/2016 | TQ159 |
| WHPS | 16004662 | Drugs-Small Amount of Marijuana in Motor Vehicle / Drugs - Possession of Paraphernalia | 7/14/2016 | 1 | 7/14/2016 | DC500 |
| WHPS | 16004755 | Court Orders | 7/18/2016 | 2 | 7/18/2016 | N0370 |
| WHPS | 16004782 | Domestic Assault / 2nd Degree Do | 7/20/2016 | 1 | 7/20/2016 | A2341 |
| WHPS | 16004865 | 4th Degree DWI/DAR/Open Bottle | 7/21/2016 | 2 | 7/21/2016 | JGW01 |

July 2016 Criminal Part I & II
Towards Zero Death Grant Shift

| | | | | | | |
|------|----------|----------------|-------|----|-------|-------|
| WHPS | 16004241 | 4th Degree DWI | 42553 | 56 | 42553 | JGW01 |
|------|----------|----------------|-------|----|-------|-------|



DIRECTOR'S NEWS & NOTES

WEST HENNEPIN PUBLIC SAFETY

July 2016 Activity Report

Year to Date Activity Report

At the end of July 31, 2016, West Hennepin Public Safety (WHPS) has year-to-date handled a total of 5,122 incident complaints; 1,737 in Maple Plain and 3,056 in Independence. This is an increase of 396 incidents compared to the same time frame last year.

The Criminal Part I and Part II cases for both cities have been highlighted for your review on the attached documents.

Recent Highlighted Cases:

Internet Scam

July 1 5200 block of Bryantwood Drive, Maple Plain. Victim reported she bought a Honda Odyssey off of Craig's List that advertised that the vehicle was also listed on EBay. The buyer wanted her to send the money using a gift card in the amount of \$3,000.00. The card was sent and victim did not hear back on the vehicle. It was found it was a common scam on Craigslist and used in similar phone scams.

4th Degree DWI

July 2 AT 12:07 a.m. a vehicle westbound on Excelsior Blvd, Excelsior did not have its headlights on. Driver Tara Charlotte Houdek, 44 from Minnetonka submitted a breath sample which resulted in .17 % alcohol concentration. Houdek was arrested for 4th Degree DWI.

3rd Degree DWI

July 2 At 8:40 p.m. reported a vehicle was driven all over the road and blew through a stop sign at Co Rd 110 and Co Rd 6, Independence. The vehicle was located and the driver Caitlin Michelle Berry, 26 from Bloomington submitted a breath sample which resulted in .19% alcohol concentration. Berry was arrested for 3rd Degree DWI and transported to Hennepin County Jail.

Suspicious Act

July 2 At 10:35 p.m. WHPS Officer observed a vehicle parked in front of a closed business in the 5000 block of Highway 12, Maple Plain. Two persons were outside the vehicle by the front door who stated they were getting cigarette butts from the ash tray as they cannot afford to buy cigarettes. They had a plastic bin in the vehicle and appeared to have stopped and grabbed some other from business ash trays. They were told to stop and leave the area.

Medical

July 3 Reported a male was unconscious in the 800 block of Copeland Rd, Independence. The male was walking and then went down hard on the pavement. The male was air lifted to the hospital.

Crash/ Personal Injury

July 4 A vehicle driven by a 30 year old female from Delano was Eastbound on Co Rd 11, turned Northbound on Lake Sarah Drive South in front of a westbound vehicle on Co Rd 11, driven by 50 year old female from Brooklyn Park. All drivers and passengers had their seatbelts on. One was transported to the hospital. Both vehicles were towed from the scene. 30 year old female was issued a citation for Fail to Yield.

Noise Complaint

July 7 At 10:57 p.m. reported loud noises, possible domestic in the 5000 block of Main Street, Maple Plain. The area was checked and did not hear any loud people or noises. Contact was made with a homeowner standing outside of her house who stated there was no domestic and that it was loud people walking through her yard on their way home from the bar.

Suspicious Act

July 8 12:36 a.m. a vehicle was parked on the south side of the Maple Plain Fire Station, Maple Plain. Contact was made with the driver who stated he was locked out of his house. He was just hanging out there because he and his girlfriend got into an argument a short time ago and he needed to leave the house to "cool down".

Safety Check

July 8 Caller reported a Bobcat was driven down the road at Independence and Pagenkopf, Independence with kids riding in the bucket. The Bobcat was driven by a 12 year old juvenile boy and his brother, age 10 and his sister age 8 were riding in the bucket. Contact was made with the father who knew what they were doing and thought it was ok. He was advised the 12 year old does not have a drivers' license and cannot operate the Bobcat on a public street and endangering the two kids riding in the bucket. The father apologized and said it would not allow it to happen again.

Suspicious Act

July 9 1800 block of Highstead Drive, Independence. At 12:31 a.m. WHPS officer observed a vehicle parked at the end of the road, both driver and passenger seats were reclined. 17 year old juvenile male from Minnetrista and female passenger from Delano came into view when the squad spot light was shined on them. They stated they were 'hanging out' before heading home. Both were told they are out past curfew and to go home.

Suspicious Act

July 9 WHPS Officer responded to a suspicious person at the end of a cul-de-sac in the 9000 block of Roy Rd, Independence. Reported a male was spending a lot of time sitting in his vehicle on a computer and not utilizing the trails. He talks with the kids but when an adult approaches he leaves or will not talk to them. Contact was made with the 47 year old driver from Jackson who said that he comes to the cul-de-sac to study and walk on the paths. The male is homeless and stays with his mom or a friend.

Suspicious Act

July 9 WHPS Officer observed two females facing each other appeared to be in a heated argument in the turn lane at Baker Park Road, Highway 12, Maple Plain. 28 year old female from Bloomington was intoxicated and trying to walk home. Her friend, 28 year old female was trying to get her to go to her boyfriend's house somewhere in Maple Plain but could not provide an address. The female gave a preliminary breath sample which resulted in .22% breath alcohol concentration. She agreed to go with her friend.

Property Damage

July 20 Reported at Vinland National Center a vehicle parked in the parking lot had the rear side window broken out. Approximate loss \$200.00. Case under investigation.

Fall

July 11 Assisted a female who fell at the end of her driveway in the 7000 block of Co Rd 11, Independence. The female had a laceration on her head and had no recollection of how or why she had fallen. She was transported by North Memorial Ambulance to the hospital.

Vandalism

July 12 Homeowners found their house had been egged during the night in the 4000 block of Lake Sarah Drive, Independence. Eggs were splattered on the driveway, vehicle, peak of the house, porch and garage doors etc. All of the damage noted was on the front side of the house. Unknown who would have done the vandalism.

Animal Complaint

July 12 Homeowner reported in the 3000 block of Lake Haughey Rd, Independence a neighbor's dog had killed two chickens and two others were missing. The dog owner was contacted who said he is actively working on keeping his dog on his property by using an electronic collar and remote device. He offered to pay for the chickens. The homeowner stated that was not the issue, he does not want to lose any more chickens or have the dog on his property.

Breathing Problem

July 12 A male was hit in the head with a softball and was now having difficulty breathing at Northside Park Maple Plain. The male had labored breathing and a hard time speaking. Maple Plain Fire assisted with treatment. He was transported to the hospital by ambulance.

Crash / Personal Injury

July 13 WHPS Officer's responded to Valley Road and Highway 12, Independence for a personal injury accident. The vehicle was located down the steep embankment near the railroad tracks. The vehicle had rolled multiple times and was occupied with one driver and no passengers. The driver stated he fell asleep and all of a sudden drove off the road. Maple Plain Fire and North Memorial Ambulance assisted. The driver was transported to North Memorial Hospital for his injuries.

Theft from Auto

July 14 Reported a backup camera was stolen off an RV parked in a driveway in the 1000 block of Rainbow Avenue, Maple Plain. The camera brand is 'Peak'.

Misc. Assist

July 15 Caller reported a vehicle was parked in the WHPS Police parking lot by the Goodwill Box and a male and female had a bottle spraying / cleaning items and putting them in their vehicle. Upon Police contact the male and female unloaded everything out of their vehicle and left.

Mental Problem

July 18 WHPS Officer responded to Vinland National Center for a problem between a male and staff that was escalating. The male was pacing back and forth, was not making a lot of sense and was becoming agitated. The male was transported to the hospital.

Gas Line Struck

July 18 Mediacom was installing / digging new lines when a gas line was struck in the 5000 block of Clayton Drive, Maple Plain. Maple Plain Fire responded and monitored the gas levels. Centerpoint was contacted and responded to the area.

Court Order Violation

July 18 Reported a violation of an Order of Protection in the 1000 block of Rainbow Avenue, Maple Plain. The victim received a message on her phone that violates the no contact order. The case is under investigation.

Crash / Property Damage

July 19 WHPS Officers responded to a single car crash that occurred at Highway 12 and Valley Rd, Independence. The driver stated as he was driving the vehicle began to drift right, he attempted to correct the vehicle but it continued to pull right. The vehicle entered the ditch, went over a driveway ending up on the other side of the driveway, striking and taking out several trees. A friend picked up the driver and the vehicle was towed.

Burglary

July 19 Two bicycles were stolen from a garage in the 1000 block of Co Rd 83, Independence. Both bicycles had serial numbers. One was found pawned at a pawn shop. The pawn shop was notified of the theft and a hold was put on the bicycle, confiscated by the Police. The second bicycle was entered in NCIC. Charges pending on the 21 year old male from Montrose who pawned the bicycle.

Stolen Trailer

July 19 8000 block of Pioneer Creek Rd, Independence for a stolen trailer from homeowners yard. The 2007 Northern Tool Trailer, brand name CARR, 5 X 8 Utility Trailer with plywood sides, metal floor and beaver rear tail gate was stolen from the front yard. Tire tracks were observed in the yard just off the driveway. The trailer was entered into NCIC.

Crash

July 20 Vehicle was rear ended while proceeding through a light that had just turned green at Highway 12 and Baker Park Rd, Maple Plain. The driver of the vehicle stated she was attempting to proceed but the vehicle in front of her stopped at the last minute. She tried to stop but her brakes are in poor condition. Her license was revoked and she had to call friends to pick her up.

Traffic Complaint

July 20 A No Motorized Vehicle sign was posted by the City of Maple Plain Public Works on a trail between Pioneer and Halgren in Maple Plain. Reported a Pokémon is nearby and asked if motorized vehicles are on the trails to have them removed.

4th Degree DWI

July 21 Highway 12 / Budd Ave, Maple Plain. Vehicle stopped for burnt out headlight. The male driver, Miguel Angel Rivera Jr., 28 from St. Paul provided a breath sample which resulted in .12 % breath alcohol concentration (BAC) and was arrested for 4th Degree DWI and Open Bottle.

Airplane Complaint

July 22 1600 block of Nelson Rd, Independence, reported a small airplane was flying around lower than the 500 ft. minimum allowed. The plane was spotted but unable to read the tail number.

Noise Disturbance

July 22 12:43 p.m. reported a loud banging and yelling at a residence in the 5000 block of Main Street, Maple Plain. A 44 year old female was lying in her front yard as it was too hot in her house and she did not have A/C. She was fine and unsure what the loud banging was from. She admitted to drinking alcohol, she was intoxicated; she was able to take care of herself and agreed to go inside her house to bed.

Storm Damage Wire Down

July 23 4000 block of So Lake Shore Dr, Independence. A tree fell across the power lines, knocking the lines to the ground. MPFD assisted with blocking the area and Xcel Energy responded.

Loud Noise

July 23 Reported loud music or radio on near Nelson Rd and Kutz Crossing, Independence. Determined music was coming from B's on the River in Watertown who had an event going on.

1st Degree DWI /Refusal

July 23 Complaint of a vehicle weaving all over the road at CR 110 & CR 6. Jimmy Lee Robinson, 49 from Minneapolis submitted a Preliminary Breath Test (PBT) which resulted in .15% breath alcohol concentration. Robinson would not provide a valid Breath Sample into the DMT-G and was arrested for 1st Degree DWI Refusal and transported to Henn Co Jail.

Verbal Domestic

July 25 3000 block of Independence Rd, Independence. Loud yelling and arguing between a 31 year old male from Plymouth and the 25 year old female from St. Paul who were inside a tent. They were arguing about their car accident earlier and the citations issued. The male was trying to make advances and she did not want to engage. The male was intoxicated, gave a breath sample into PBT which registered a .28% BAC. The male agreed to leave and his mother picked him up.

Vandalism

July 25 1600 block of Budd Ave, Maple Plain. Someone egged a truck and egg shells were on the driveway. Estimated damage to the truck \$400.00. Unknown who would have done it.

Vandalism

July 25 5000 block of Providence Curve, Independence. Eggs were thrown at a house and possibly have used a launcher of some sort as egg residue was quite high up. Unknown if there is any permanent damage to the house. A neighbor had witnessed a suspicious car in the area around 11:40 p.m. Unknown if car / occupants were related to the egging.

Welfare Check

July 27 2000 block of Nelson Rd, Independence for a female who was having mental health issues. The female was located and the ambulance transported her to the hospital.

Noise Complaint

July 28 11:44 p.m. 5000 block of Bryantwood Dr, Maple Plain. Noise complaints of people talking loudly that were outside the apartment building. Contact was made with a renter standing in front of his open garage door. He was advised of the complaint and stated his friends had just gone inside. He apologized and stated he would talk quieter.

Traffic Complaint

July 29 11:30 p.m. reported a vehicle was driven all over the road at Hwy 12 / Baker Park Rd, Maple Plain. Contact was made with the driver who did not have a valid Driver's License. The driver was trying to calm his passenger while driving. The passenger stated she asked him to drive as she was having a panic attack. The driver was cited for Crossing the Centerline and no Proof of Insurance.

Missing Person

July 30 Vinland Center reported a male who was committed to treatment did not return after being out on a pass. He was violating his release conditions. Later it was found the male had been arrested by Medina PD for theft and was in custody at the Hennepin County Jail.

2nd Degree DWI

July 31 Co Rd 6 / Co Rd 92, Independence. Vehicle was speeding and the driver threw a cigarette out the window. The driver, Michael Robert Fauser, 35 from Minneapolis was found under the influence of alcohol. He submitted a breath sample which resulted in .22 % breath alcohol concentration. Fauser was arrested for 2nd Degree DWI and transported to Hennepin County Jail. Fauser's vehicle is pending forfeiture.



Agenda Information Memorandum
August 22, 2016 - Maple Plain City Council

6. ADMINISTRATIVE REPORTS
C. Public Works August Monthly Report

ACTION TO BE CONSIDERED

To receive and accept the monthly report by Public Works.

FACTS

- Street Signs Installed
- Fire Dept. Roof was leaking and had B.L Dahlsin out to fix the issue
- Water treatment plant had warranty work completed for water leaking thru the roof
- Two storms followed by clean up
- Helped take down the Primary Election equipment
- Prepared and worked Maple Plain Days
- Prepared Northside Park for Maple Plain Days
- Interviewed Candidates for the Assistant to the City Administrator position

ATTACHMENTS



Agenda Information Memorandum
August 22, 2016 - Maple Plain City Council

6. ADMINISTRATIVE REPORTS
D. City Administration August Monthly Report

ACTION TO BE CONSIDERED

To receive and accept the monthly report from Robert Schoen, City Administrator.

FACTS

- Staff interviewed candidates for the Assistant to the City Administrator position
- Staff attended the August Highway 12 Safety Coalition Meeting
- Staff concluded absentee voting for the Primary Election
- Staff successfully hosted the Primary Election
- Staff worked with the Maple Plain Days Committee to help host Maple Plain Days 2016
- Staff met with Collision Corner and did a Car Count of the property
- Staff met with a resident regarding a public nuisance complaint
- Staff attended alcohol serving training at West Hennepin Public Safety

ATTACHMENTS

Memorandum

To: Mayor and City Council

From: Mark Kaltsas, City Planner

CC: Robert Schoen, City Administrator

Date: August 22, 2016

Re: **Planning Update – August 2016**

Meetings:

- **City Council Meetings** – provided June/July planning report and attended City Council Meeting.
- **Planning Commission Meetings** – Attended the August Planning Commission Meeting to discuss temporary health care dwelling units and possible ordinance opting-out of the state statute.
- **Staff Meetings** – two meetings to discuss current project status/issues – discussed Collision Corner site plan, Common Bond site plan application, vehicle sales license for the car lot at 5330 Highway 12, Proto Labs parking expansion.
- Meeting with potential buyer of the vacant property at 1675 Spring Ave.
- Meeting with potential buyer of 5901 US HWY 12 about repurposing of building.
- Meeting with Proto Labs to discuss parking lot expansion.

Correspondence:

Staff has had correspondence with various constituents over the course of the last month, including the following:

- Correspondence with City and applicant pertaining to Collision Corner.
- Correspondence with City and contractor for Proto Labs parking lot expansion.
- Correspondence with new business owner of used auto sales lot.
- Correspondence with marina regarding boat storage.

- Correspondence with Haven Homes regarding possible signage improvements.
- Staff has had correspondence with developers, builders and residents regarding building setbacks, zoning and other related planning questions.



Temporary Family Health Care Dwellings of 2016 Allowing Temporary Structures – What it means for Cities

Introduction:

On May 12, 2016, Gov. Dayton signed, into law, a bill creating a new process for landowners to place mobile residential dwellings on their property to serve as a temporary family health care dwelling.¹ Community desire to provide transitional housing for those with mental or physical impairments and the increased need for short term care for aging family members served as the catalysts behind the legislature taking on this initiative. The resulting legislation sets forth a short term care alternative for a “mentally or physically impaired person”, by allowing them to stay in a “temporary dwelling” on a relative’s or caregiver’s property.²

Where can I read the new law?

Until the state statutes are revised to include bills passed this session, cities can find this new bill at [2016 Laws, Chapter 111](#).

Does the law require cities to follow and implement the new temporary family health care dwelling law?

Yes, unless a city opts out of the new law or currently allows temporary family health care dwellings as a permitted use.

Considerations for cities regarding the opt-out?

These new temporary dwellings address an emerging community need to provide more convenient temporary care. When analyzing whether or not to opt out, cities may want to consider that:

- The new law alters a city’s level of zoning authority for these types of structures.
- While the city’s zoning ordinances for accessories or recreational vehicles do not apply, these structures still must comply with setback requirements.
- A city’s zoning and other ordinances, other than its accessory use or recreational vehicle ordinances, still apply to these structures. Because conflicts may arise between the statute and a city’s local ordinances, cities should confer with their city attorneys to analyze their current ordinances in light of the new law.

¹ [2016 Laws, Chapter 111](#).

² Some cities asked if other states have adopted this type of law. The only states that have a somewhat similar statute at the time of publication of this FAQ are North Carolina and Virginia. It is worth noting that some states have adopted Accessory Dwelling Unit (ADU) statutes to allow granny flats, however, these ADU statutes differ from Minnesota’s Temporary Health Care Dwelling law.

- Although not necessarily a legal issue for the city, it seems worth mentioning that the permit process does not have the individual with the physical or mental impairment or that individual's power of attorney sign the permit application or a consent to release his or her data.
- The application's data requirements may result in the city possessing and maintaining nonpublic data governed by the Minnesota Government Data Practices Act.
- The new law sets forth a permitting system for both cities and counties³. Cities should consider whether there is an interplay between these two statutes.

Do cities need to do anything to have the new law apply in their city?

No, the law goes into effect Sept. 1, 2016 and automatically applies to all cities that do not opt out or don't already allow temporary family health care dwellings as a permitted use under their local ordinances.

Do cities lose the option to opt out after the Sept. 1, 2016 effective date?

No, the law does not set a deadline for opting out, so cities can opt out after Sept. 1, 2016. However, if the city has not opted out by Sept. 1, 2016, then the city must not only have determined a permit fee amount⁴ before that date (if the city wants to have an amount different than the law's default amount), but also must be ready on that date to accept applications and process the permits in accordance with the short timeline required by the law. Cities should consult their city attorney to analyze how to handle applications submitted after Sept. 1, 2016, but still pending at the time of a later opt out.

What if a city already allows a temporary family health care dwelling as a permitted use?

If the city already has designated temporary family health care dwellings as a permitted use, then the law does not apply and the city follows its own ordinance. The city should consult its city attorney for any uncertainty about whether structures currently permitted under existing ordinances qualify as temporary family health care dwellings.

What process should the city follow if it chooses to opt out of this statute?

Cities that wish to opt out of this law must pass an ordinance to do so. The statute does not provide clear guidance on how to treat this opt-out ordinance. However, since the new law adds section 462.3593 to the land use planning act (Minn. Stat. ch. 462), arguably, it may represent the adoption or an amendment of a zoning ordinance, triggering the requirements of Minn. Stat. § 462.357, subd. 2-4, including a public hearing with 10-day published notice. Therefore, cities may want to err on the side of caution and treat the opt-out ordinance as a zoning provision.⁵

³ See Minn. Stat. §394.307

⁴ Cities do have flexibility as to amounts of the permit fee. The law sets, as a default, a fee of \$100 for the initial permit with a \$50 renewal fee, but authorizes a city to provide otherwise by ordinance.

⁵ For smaller communities without zoning at all, those cities still need to adopt an opt-out ordinance. In those instances, it seems less likely that the opt-out ordinance would equate to zoning. Because of the ambiguity of the

Does the League have a model ordinance for opting out of this program?

Yes. Link to opt out ordinance here: [Temporary Family Health Care Dwellings Ordinance](#)

Can cities partially opt out of the temporary family health care dwelling law?

Not likely. The opt-out language of the statute allows a city, by ordinance, to opt out of the requirements of the law but makes no reference to opting out of parts of the law. If a city wanted a program different from the one specified in statute, the most conservative approach would be to opt out of the statute, then adopt an ordinance structured in the manner best suited to the city. Since the law does not explicitly provide for a partial opt out, cities wanting to just partially opt out from the statute should consult their city attorney.

Can a city adopt pieces of this program or change the requirements listed in the statute?

Similar to the answer about partially opting out, the law does not specifically authorize a city to alter the statutory requirements or adopt only just pieces of the statute. Several cities have asked if they could add additional criteria, like regulating placement on driveways, specific lot size limits, or anchoring requirements. As mentioned above, if a city wants a program different from the one specified in the statute, the most conservative approach would involve opting out of the statute in its entirety and then adopting an ordinance structured in the manner best suited to the city. Again, a city should consult its city attorney when considering adopting an altered version of the state law.

What is required in an application for a temporary family health care dwelling permit?

The mandatory application requests very specific information including, but not limited to:⁶

- Name, address, and telephone number of the property owner, the resident of the property (if different than the owner), and the primary care giver;
- Name of the mentally or physically impaired person;
- Proof of care from a provider network, including respite care, primary care or remote monitoring;
- Written certification signed by a Minnesota licensed physician, physician assistant or advanced practice registered nurse that the individual with the mental or physical impairment needs assistance performing two or more “instrumental activities of daily life;”⁷

statute, cities should consult their city attorneys on how best to approach adoption of the opt-out ordinance for their communities.

⁶ New Minn. Stat. § 462.3593, subd. 3 sets forth all the application criteria.

⁷ This is a term defined in law at Minn. Stat. § 256B.0659, subd. 1(i) as “activities to include meal planning and preparation; basic assistance with paying bills; shopping for food, clothing, and other essential items; performing household tasks integral to the personal care assistance services; communication by telephone and other media; and traveling, including to medical appointments and to participate in the community.”

- An executed contract for septic sewer management or other proof of adequate septic sewer management;
- An affidavit that the applicant provided notice to adjacent property owners and residents;
- A general site map showing the location of the temporary dwelling and the other structures on the lot; and
- Compliance with setbacks and maximum floor area requirements of primary structure.

The law requires all of the following to sign the application: the primary caregiver, the owner of the property (on which the temporary dwelling will be located) and the resident of the property (if not the same as the property owner). However, neither the physically disabled or mentally impaired individual nor his or her power of attorney signs the application.

Who can host a temporary family health care dwelling?

Placement of a temporary family health care dwelling can only be on the property where a “caregiver” or “relative” resides. The statute defines caregiver as “an individual, 18 years of age or older, who: (1) provides care for a mentally or physically impaired person; and (2) is a relative, legal guardian, or health care agent of the mentally or physically impaired person for whom the individual is caring.” The definition of “relative” includes “a spouse, parent, grandparent, child, grandchild, sibling, uncle, aunt, nephew or niece of the mentally or physically impaired person. Relative also includes half, step and in-law relationships.”

Is this program just for the elderly?

No. The legislature did not include an age requirement for the mentally or physically impaired dweller.⁸

Who can live in a temporary family health care dwelling and for how long?

The permit for a temporary health care dwelling must name the person eligible to reside in the unit. The law requires the person residing in the dwelling to qualify as “mentally or physically impaired,” defined as “a person who is a resident of this state and who requires assistance with two or more instrumental activities of daily living as certified by a physician, a physician assistant, or an advanced practice registered nurse, licenses to practice in this state.” The law specifically limits the time frame for these temporary dwellings permits to 6 months, with a one-time 6 month renewal option. Further, there can be only one dwelling per lot and only one dweller who resides within the temporary dwelling

⁸ The law expressly exempts a temporary family health care dwelling from being considered “housing with services establishment”, which, in turn, results in the 55 or older age restriction set forth for “housing with services establishment” not applying.

What structures qualify as temporary family health care dwellings under the new law?

The specific structural requirements set forth in the law preclude using pop up campers on the driveway or the “granny flat” with its own foundation as a temporary structure. Qualifying temporary structures must:

- Primarily be pre-assembled;
- Cannot exceed 300 gross square feet;
- Cannot attach to a permanent foundation;
- Must be universally designed and meet state accessibility standards;
- Must provide access to water and electrical utilities (by connecting to principal dwelling or by other comparable means⁹);
- Must have compatible standard residential construction exterior materials;
- Must have minimum insulation of R-15;
- Must be portable (as defined by statute);
- Must comply with Minnesota Rules chapter [1360](#) (prefabricated buildings) or [1361](#) (industrialized/modular buildings), “and contain an Industrialized Buildings Commission seal and data plate or to American National Standards Institute Code 119.2”¹⁰; and
- Must contain a backflow check valve.¹¹

Does the State Building Code apply to the construction of a temporary family health care dwelling?

Mostly, no. These structures must meet accessibility standards (which are in the State Building Code). The primary types of dwellings proposed fall within the classification of recreational vehicles, to which the State Building Code does not apply. Two other options exist, however, for these types of dwellings. If these structures represent a pre-fabricated home, the federal building code requirements for manufactured homes apply (as stated in Minnesota Rules, Chapter 1360). If these structures are modular homes, on the other hand, they must be constructed consistent with the State Building Code (as stated in Minnesota Rules, Chapter 1361).

What health, safety and welfare requirements does this new law include?

Aside from the construction requirements of the unit, the temporary family health care dwelling must be located in an area on the property where “septic services and emergency vehicles can gain access to the temporary family health care dwelling in a safe and timely manner.”

What local ordinances and zoning apply to a temporary health care dwelling?

The new law states that ordinances related to accessory uses and recreational vehicle storage and parking do not apply to these temporary family health care dwellings.

⁹ The Legislature did not provide guidance on what represents “other comparable means”.

¹⁰ ANSI Code 119.2 has been superseded by NFPA 1192. For more information, the American National Standards Institute website is located at <https://www.ansi.org/>.

¹¹ New Minn. Stat. § 462.3593, subd. 2 sets forth all the structure criteria.

However, unless otherwise provided, setbacks and other local ordinances, charter provisions, and applicable state laws still apply. Because conflicts may arise between the statute and one or more of the city's other local ordinances, cities should confer with their city attorneys to analyze their current ordinances in light of the new law.

What permit process should cities follow for these permits?

The law creates a new type of expedited permit process. The permit approval process found in Minn. Stat. § 15.99 generally applies; however, the new law shortens the time frame within which the local governmental unit can make a decision on the permit. Due to the time sensitive nature of issuing a temporary dwelling permit, the city does not have to hold a public hearing on the application and has only 15 days (rather than 60 days) to either issue or deny a permit. For those councils that regularly meet only once a month, the law provides for a 30-day decision. The law specifically prohibits cities from extending the time for making a decision on the permit application. The new law allows the clock to restart if a city deems an application incomplete, but the city must provide the applicant written notice within five business days of receipt of the application identifying the missing information.

Can cities collect fees for these permits?

Cities have flexibility as to amounts of the permit fee. The law sets the fee at \$100 for the initial permit with a \$50 renewal fee, unless a city provides otherwise by ordinance

Can cities inspect, enforce and ultimately revoke these permits?

Yes, but only if the permit holder violates the requirements of the law. The statute allows for the city to require the permit holder to provide evidence of compliance and also authorizes the city to inspect the temporary dwelling at times convenient to the caregiver to determine compliance. The permit holder then has sixty (60) days from the date of revocation to remove the temporary family health care dwelling. The law does not address appeals of a revocation.

How should cities handle data it acquires from these permits?

The application data may result in the city possessing and maintaining nonpublic data governed by the Minnesota Government Data Practices Act. To minimize collection of protected health data or other nonpublic data, the city could, for example, request that the required certification of need simply state "that the person who will reside in the temporary family health care dwelling needs assistance with two or more instrumental activities of daily living", without including in that certification data or information about the specific reasons for the assistance, the types of assistance, the medical conditions or the treatment plans of the person with the mental illness or physical disability. Because of the complexities surrounding nonpublic data, cities should consult their city attorneys when drafting a permit application.

Should the city consult its city attorney?

Yes. As with any new law, to determine the potential impact on cities, the League recommends consulting with your city attorney.

Temporary Family HealthCare Dwellings

June 27, 2016

Page 7

Where can cities get additional information or ask other questions.

For more information, contact Staff Attorney Pamela Whitmore at pwhitmore@lmc.org or LMC General Counsel Tom Grundhoefer at tgrundho@lmc.org. If you prefer calling, you can reach Pamela at 651.281.1224 or Tom at 651.281.1266.

City of Maple Plain

Proposed Amendment to the City of Maple Plain Ordinances Title XV: Land Usage Opting-out of the Requirements of Minnesota Statute, Section 462.3593

To: City Council
From: Mark Kaltsas, City Planner
Meeting Date: August 22, 2016

Consideration:

Consideration of an amendment to the City's Zoning Ordinance as follows:

1. An ordinance opting-out of the requirements of Minnesota Statutes, Section 462.3593 which defines and regulates Temporary Family Health Care Dwellings.

Discussion:

During the 2016 legislative session, the state adopted a new law relating to temporary family health care dwellings. Temporary family health care dwellings are defined by the new statute as follows:

"Temporary family health care dwelling" means a mobile residential dwelling providing an environment facilitating a caregiver's provision of care for a mentally or physically impaired person that meets the requirements of subdivision 2.

The Temporary Family Health Care Dwellings law requires cities to approve qualifying temporary accessory dwelling units unless the City opts out of the law by Ordinance prior to September 1st. The law allows temporary structures similar to a trailer or mobile home to be parked on any residential property for a period of six months for the purpose of providing care to family members. The time period can be extended for an additional six months by requesting a permit extension. The mobile dwelling unit would need to be temporarily connected to water and sewer from the principal structure. The temporary dwelling unit can be located anywhere on the property that meets the principal structure setbacks and is accessible to emergency vehicles.

Many Minnesota cities are opting out of the statute so that they can locally govern land use within their respective jurisdiction. Cities are then typically evaluating their own ordinances to determine if changes should be considered to accommodate temporary health care dwelling units. Maple Plain does not have a specific ordinance pertaining to temporary dwelling units; however, the City does consider the use of an

accessory structure for living quarters in all residential zoning districts as a conditional use permit. Maple Plain zoning ordinance section 153.061 Accessory Buildings, considers living quarters in accessory buildings as follows:

(l) An accessory building shall not be used for human living quarters without a conditional use permit issued by the City Council. (Prior Code, ' 18.02) (Am. Ord. 176, passed 2-9-1999; Am. Ord. 261, passed 3-12-2012) Penalty, see ' 10.99

In addition to allowing living quarters in an accessory building, the City also has provisions for interim uses utilizing the interim use permit procedures. The City typically uses the conditional or interim use process to fully vet and consider the ramifications, impacts and then potential mitigation measures for land use decisions. The process required for conditional or interim use permits involves a public hearing and notification of the surrounding property owners. During this process the City can evaluate potential impacts to surrounding properties due to the use proposed. Most cities regulate permanent structures for family care under an accessory dwelling unit or similar ordinance. Maple Plain has the provisions in place for residents to seek approval of a "mother-in-law" type accessory dwelling unit. The City can determine if temporary "mother-in-law" units or uses fit within Maple Plain and should be further considered.

Planning Commission Discussion:

Commissioners reviewed the request and asked questions of staff pertaining to the statute. Commissioners were concerned about data practices relating to health care information. Commissioners believed that the City's current ordinance allowing "mother in law" type dwellings as a conditional use permit provided Maple Plain with local controls that aligned with the community's interests. Commissioners wanted staff to review the ordinance and make certain that there were no "loopholes" that would allow a temporary mobile home that would circumvent the conditional use permit process. Commissioners ultimately believed that the City should maintain local zoning controls and recommended approval of the ordinance.

Public Comment:

There were no public comments made at the public hearing or to the City in other correspondence.

Recommendation:

The Planning Commission recommended that the City Council adopt the ordinance opting-out of the state statute.

Attachments: Ordinance
League of Minnesota Cities Summary Publication

ORDINANCE NO. 16-0822-01

CITY OF MAPLE PLAIN

**AN ORDINANCE OPTING-OUT OF
THE REQUIREMENTS OF
MINNESOTA STATUTES, SECTION 462.3593**

WHEREAS, on May 12, 2016, Governor Dayton signed into law the creation and regulation of temporary family health care dwellings, codified at Minn. Stat. § 462.3593, which permit and regulate temporary family health care dwellings;

WHEREAS, subdivision 9 of Minn. Stat. §462.3593 allows cities to “opt out” of those regulations;

THE CITY COUNCIL OF THE CITY OF MAPLE PLAIN ORDAINS as follows:

Section 1. City Code, Section 153 is amended by adding Section 153.062, (K) as follows:

OPT-OUT OF MINNESOTA STATUTES, SECTION 462.3593:

SECTION 153.062, (K). Pursuant to authority granted by Minnesota Statutes, Section 462.3593, subdivision 9, the City of Maple Plain opts-out of the requirements of Minn. Stat. §462.3593, which defines and regulates Temporary Family Health Care Dwellings.

SECTION 2. This Ordinance shall be effective immediately upon its passage and publication.

ADOPTED this 22nd day of August, 2016, by the City Council of the City of Maple Plain.

CITY OF MAPLE PLAIN

By: _____
Jerry Young, Mayor

ATTEST:

Robert Schoen, City Administrator

Project Description

In response to the 2040 issuance of the regional system statements, the City of Maple Plain is beginning the process of updating its local comprehensive plan to ensure consistency with the most recent adopted regional plans and policies. The City of Maple Plain would like to prepare an update to the 2030 Comprehensive Plan to guide development and land use through the year 2040. Due to changes in population forecasts, growth and housing trends, it is imperative that the City evaluate its past and ensure that it is prepared to secure its future. The City will engage the elected and appointed City officials and public to develop a unified vision for the future of Maple Plain. Once this vision has been established, the City will work to prepare a detailed comprehensive plan that responds to all aspects of the prescribed growth and future development and redevelopment. Areas of particular focus will be to understand and plan for future housing needs and to attract commercial, retail and office development and redevelopment within the City.

City of Mape Plain 2040 Comprehensive Plan Update

Proposed Work Plan

Date: August, 2016

| | Estimated Timetable (months) | Task Lead (Staff / Consultant) | Estimated Cost (Grant Funded) | Estimated Cost (Match Funded) |
|--|------------------------------|--------------------------------|-------------------------------|-------------------------------|
| TOTAL - COMPREHENSIVE PLAN UPDATE | 18 Months | | \$32,000 | \$ 12,800 |
| 1: Project Administration and Community Involvement | | Robert S. | | \$ 2,400 |
| 1.1 Project Administration | 18 Months | | | |
| 1.2 Organization and Staffing of Task Force | Months 1-2 | | | |
| 1.3 Public Involvement | Months 3-6 | | | |
| 2: Community Character, Profile and Future Vision | | Robert S. | \$1,800 | \$ 4,800 |
| 2.1 Identification and Analysis of Population, Household, Employment, and other community characteristics | Months 2-5 | Terramark | \$1,200 | \$ - |
| 2.2 Identification of THRIVE Community Designation(s) and Related Policy | Months 1-2 | | | |
| 2.3 Assessment of regional and national demographic, economic, and environmental trends, issues, and opportunities | Months 2-5 | Terramark | \$600 | \$ - |
| 3: Plan Development | | Robert S. | \$28,200 | \$ 1,500 |
| 3.1 Land Use | Months 6-14 | Terramark | \$3,400 | \$ - |
| 3.2 Transportation | Months 10-14 | Stantec | \$5,000 | \$ - |
| 3.3 Water Resources | Months 10-14 | Stantec | \$15,000 | \$ - |
| 3.4 Parks & Trails | Months 10-14 | Terramark | \$2,800 | \$ - |
| 3.5 Housing | Months 8-10 | Terramark | \$2,000 | \$ - |
| 3.6 Resilience | Months 10-12 | Robert S. | | \$ 750 |
| 3.7 Economic Competitiveness | Months 10-12 | Robert S. | | \$ 750 |
| 4: Implementation Plan | | Robert S. | \$ 2,000 | \$ 4,100 |
| 4.1 Description of proposed programs, fiscal devices, and other strategies | Months 12-16 | | | |
| 4.2 Implementation timeline | Months 14-18 | | | |
| 4.3 Capital Improvements Program (CIP) | Months 14-18 | | | |
| 4.4 Description of relevant official controls, and schedule for any needed changes | Months 14-18 | | | |

RESOLUTION NO. 16-0822-01

CITY OF MAPLE PLAIN, MINNESOTA

**RESOLUTION IDENTIFYING THE NEED FOR
FUNDING TO COMPLETE ITS 2040 COMPREHENSIVE PLAN UPDATE AND
AUTHORIZING AN APPLICATION FOR
PLANNING ASSISTANCE GRANT FUNDS**

WHEREAS the City of Maple Plain must review and update its comprehensive plan as required by the “decennial” review provision of Minnesota Statutes section 473.864 , subdivision 2; and

WHEREAS, on April 27, 2016, the Metropolitan Council adopted need-based eligibility criteria for awarding available local planning assistance grant funds and established maximum grant amounts for eligible grantees to help grantees review and update their comprehensive plans as required by the “decennial” review provisions of Minnesota Statutes section 473.864, subdivision 2; and

WHEREAS, Maple Plain is an eligible city in the metropolitan area as defined in Minnesota Statutes section 473.121; AND

WHEREAS, planning assistance grant funds will be made available to eligible applicants subject to terms and conditions contained in Metropolitan Council grant agreements.

NOW THEREFORE BE IT RESOLVED that, after appropriate examination and due consideration, the governing body of the City:

Authorizes its City Administrator to:

- 1) submit on behalf of the City an application to the Metropolitan Council for Local Planning Assistance grant funds for the decennial review and update of the City’s local comprehensive plan required under Minnesota Statutes section 473.864; and
- 2) execute on behalf of the City a grant agreement with the Metropolitan Council for planning assistance grant funds.

Adopted this 22nd day of August, 2016.

Jerry Young, Mayor

Robert Schoen, City Administrator



3300 University Avenue SE
Minneapolis, MN 55414-3326
www.tierneybrothers.com
612.331.5500 ♦ 800.933.7337 ♦ Fax - 612.331.3424

Monday, August 08, 2016

Jim Lundberg
City of Maple Plain

Proposal for Audio-Visual Service

RE: City of Maple Plain Council Chambers

Opportunity Number: 10365 R2

Scope of Integration Services

Summary of Work to be completed by Tierney Brothers, Inc. at **5050 Independence Street Maple Plain MN 55359.**

(Please initial if address is correct or provide correct address. _____)

Tierney Brothers Incorporated (TBI) is proposing a digital upgrade to the current AV systems in the City of Maple Plain Council Chambers.

Quote # 79269 - H.264 Recorder, Preview Display and PTZ Camera

TBI will supply and rack mount an Extron SMP351 solid state H.264 Recorder w/ 80GB of storage. The recorder also supports USB hard drive recording and file transfers to a network media server. A 24" preview monitor will be supplied and installed on top of the rack and will allow the administrator to see what's being recorded.

TBI will wall mount a Vaddio Roboshot 12X Hi-definition PTZ camera with Quick-Connect Interface, thin profile wall mount and IR remote commander. The Quick- Connect interface will be mounted near the administrator's position. Presets will be set on the camera for different viewing angles.

Audio Mixer

TBI will supply and install a Mackie Pro FX 16 microphone mixing board. All cabling is in place and will be terminated at the mixer. An audio output will be sent to the solid state recorder.

Client Responsibilities

- Provide wire pathways if necessary.
- Provide Network Connection to H.264 Recorder

We appreciate the opportunity to present this proposal. If you have any questions, please do not hesitate to contact us at your convenience at 612-331-5500. Our fax number is 612-331-3424.

Proposal Prepared By:
Sales Representative - Heidi Harvey
Sales Engineer - Tom Tautges

Please initial to acknowledge and authorize the Scope of Integration Services presented here. _____



Quote

Serving the States of: IL | IN | IA | KY | MI | MN | OH | WI

Remit To: 3300 University Avenue SE, Minneapolis, MN 55414-3326
 (612) 331-5500 | (800) 933-7337 | Fax (612) 331-3424
 www.tierneybrothers.com

Page 1 of 2

| Quote # | Date |
|---------|----------|
| 79269 | 8/4/2016 |

Bill To

City of Maple Plain
 5050 Independence Street
 Maple Plain MN 55359

Ship To

City of Maple Plain
 5050 Independence Street
 Maple Plain MN 55359

___ Initial if correct or revise accordingly

___ Initial if correct or revise accordingly

| Expires | Sales Rep | Contract | Memo |
|-----------|------------------|---------------|------------------------|
| 11/2/2016 | 209 Heidi Harvey | MNS-CPV 21594 | Council Chamber Update |

| Qty | Item | Description | Price | Ext. Price |
|-----|--|--|----------|------------|
| | | Council Chamber Update (SC) | | |
| | | -----Video Equipment----- | | |
| 1 | SMP 351 60-1324-01 | SMP 351 H.264 Streaming Media Processor -Standard Version | 2,754.25 | 2,754.25 |
| 1 | Integration Item | E243WMI-BK 24" Backlit LCD Monitor | 330.60 | 330.60 |
| 1 | 999-9909-000 | RoboSHOT 12 QUSB System | 4,009.20 | 4,009.20 |
| 1 | 998-6000-003 | 1-RU Rack Panel for 2 Interfaces | 48.00 | 48.00 |
| 1 | Interface System | Custom Package - Oval Hole Gang Plate | 13.89 | 13.89 |
| 1 | Custom Cables, Connectors, and Hardware | Custom Package of Cables, Connectors and Hardware Includes: HDMI, HDMI to DVI, Cat5e to RJ45, Bulk Cabling and Misc Hardware | 662.38 | 662.38 |
| 1 | Services: Design - State Contract | Services: Design - State Contract (Non Construction) Engineering and Project Management Services 8.78 Hours at \$64.00/Hour | 562.00 | 562.00 |
| 1 | Services - Integration for MN State Contract | State Contract (Non Construction) Installation Services (Non-Union, Non Prevailing Wage; Normal Business Hours). Union and/or Prevailing Wage rate requirement will result in a change order to the client. 8.74 Hours at \$70.00/Hour | 612.00 | 612.00 |
| 1 | Programming and Configuration | Programming and Configuration Completed in the Field or In House 5.11 Hours at \$115.00/Hour Includes 90-day Programming Warranty; allowing for modifications to be made to the initial functionality within this time frame at no charge. Appointment times determined by Tierney Brothers. Changes requested after this time will be billable at standard hourly rates. | 588.00 | 588.00 |
| 1 | TBIPM1YRWARR | Tierney Brothers, Inc. Premium Warranty Plan - Coverage for one year with preventative maintenance. | 810.00 | 810.00 |
| | | If tax has not been included on this proposal, pricing does not include Minnesota General Sales Tax under Minnesota Statutes Chapter 297A Section 70 "Exemptions for Governments and Nonprofit Groups." Please inform us if this project will be used for taxable purposes. | | |



Quote

| Quote # | Date |
|---------|----------|
| 79269 | 8/4/2016 |

| Qty | Item | Description | Price | Ext. Price |
|-----|------|---|-------|------------|
| | | <p>If tax has been included on this proposal, we do not have a tax exempt form on file for your account. Please provide a completed Form ST3, Certificate of Exemption if applicable.</p> <p>* This quotation is for product and services included on the Minnesota State Contract only.</p> <p>* Additional components not available on Contract may be needed for the system to function as designed.</p> <p>* Installation and non contract items provided on separate quotation. The services on this page must be purchased in conjunction with the Integration services on the Contract Release portion of this proposal.</p> <p>* Cabling is a combination of pre-terminated product and bulk cable requiring termination with a specific compression tool.</p> <p>* Manufacturer's warranties only apply to product purchased on State Contract portion of this proposal.</p> <p>* Tierney Brothers, Inc. will assist in any vendor communications to obtain replacements or return product as specified in the Contract.</p> | | |

To accept this quotation, complete the proposal summary page at the end of this document. Please review the terms, conditions and client responsibilities of this proposal in full.

| | |
|---|-------------|
| Subtotal | 10,390.32 |
| Shipping Cost (UPS Ground) | 0.00 |
| Tax (MN_HENNEPIN CO_EGED 7.275%) | 755.90 |
| Total | \$11,146.22 |

The information contained within this proposal is supplied to you on a confidential basis and is not for disclosure to any organization without written consent of Tierney Brothers, Inc.

This document is subject to the terms and conditions found here: www.tierneybrothers.com/SOTC



Quote

Serving the States of: IL | IN | IA | KY | MI | MN | OH | WI

Remit To: 3300 University Avenue SE, Minneapolis, MN 55414-3326
 (612) 331-5500 | (800) 933-7337 | Fax (612) 331-3424
 www.tierneybrothers.com

| Quote # | Date |
|---------|----------|
| 79283 | 8/4/2016 |

Bill To

City of Maple Plain
 5050 Independence Street
 Maple Plain MN 55359

Ship To

City of Maple Plain
 5050 Independence Street
 Maple Plain MN 55359

___ Initial if correct or revise accordingly

___ Initial if correct or revise accordingly

| Expires | Sales Rep | Contract | Memo |
|-----------|------------------|--------------------------|------------------------|
| 11/2/2016 | 209 Heidi Harvey | Transaction Not Eligible | Council Chamber Update |

| Qty | Item | Description | Price | Ext. Price |
|-----|--|---|--------|------------|
| | | Council Chamber Update (NC) | | |
| | | Non-Contract Services - This sale is consistent with the "Contract Release Construction Language Modification" associated with the MN State Contract. | | |
| | | -----Audio Equipment----- | | |
| 1 | Integration Item | MCK-PROFX16v2 Audio Mixing Board | 535.41 | 535.41 |
| 1 | Services - Integration for MN State Contract | Non Contract Installation Services - Construction Services by a Contract Vendor (Non-Union, Non Prevailing Wage; Normal Business Hours). Union and/or Prevailing Wage rate requirement will result in a change order to the client. 4 Hours at \$75.00/Hour | 300.00 | 300.00 |

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| | |
|---|-----------------|
| Subtotal | 835.41 |
| Shipping Cost (UPS Ground) | 19.42 |
| Tax (MN_HENNEPIN CO_EGED 7.275%) | 62.19 |
| Total | \$917.02 |



3300 University Avenue SE
Minneapolis, MN 55414-3326
www.tierneybrothers.com

Responsibilities and Conditions

Client Responsibilities

Contract a licensed electrician to provide high voltage power connections. The system design will determine if optimum placement of outlets is best achieved before or after the installation of the AV equipment. The assigned Project Manager will communicate the specific to you during the project planning. Tierney Brothers recommends that each projector, TV, plasma, LCD, etc. have a dedicated quad electrical outlet.

Provide Tierney Brothers with any existing system design specifications, diagrams, room drawings or other materials that would facilitate completion of the proposed Scope of Integration Services.

All necessary ceiling tile work involved in the installation, unless an alternative has been indicated in the Scope of Integration Services in this proposal.

Prepare, replace, repair or modify any structural or cosmetic changes that Tierney Brothers has made or needs to make. This includes, but is not limited to, ceiling grids, floor tiles, walls and pre-existing equipment. This does not include repair for accidental damage caused by Tierney Brothers.

Confirm area is ready for installation when scheduled. This includes but is not limited to the room being vacated, physical conditions confirmed and owner furnished equipment (OFE) available. If the area is not prepared for installation when scheduled or the client has not notified Tierney Brothers five business days in advance of any schedule change or installation cancellation, there will be a \$350.00 charge. Rescheduling of the installation will be set for a later date as determined by Tierney Brothers.

TBI will not be responsible for the condition and functionality of any existing OFE during the installation process. This includes de-install and reinstall of OFE. Should existing equipment fail or not work properly with our system design, the customer will have the option of sourcing a TBI approved replacement part or TBI will offer a billable replacement alternative. If OFE malfunction causes delays in the installation timeframe, additional billable labor charges may apply.

Clients purchasing SMART product are responsible for loading all SMART software on the applicable computers and connection of these computers to the SMARTboard prior to any scheduled training sessions.

Complete Customer Configuration Worksheets as requested by Tierney Brothers within five business days. This information is required to properly integrate the new equipment with your existing IT infrastructure.

TBI requires access to customer's computer and network at the time of installation to be able to complete installation and testing of the designed system. Return visits to test equipment and functionality may result in additional charges.

TBI's initial estimates assume all work may be completed using standard ladders. If a lift is required, additional charges will be incurred and presented as part of a change request.

For U of M Installations only: University of Minnesota customers are responsible for contacting their Facilities Management Department to coordinate conduit installation for all A/V wire and cable installations.

Tierney Brothers Responsibilities (Upon Authorization)

Proceed with ordering the specified equipment and preparing a schedule for completion of the proposed services.

Conduct pre-installation site visit (if necessary) involving the main site contact, site facilities representatives and a Tierney Brothers' project manager or a qualified alternate.

Review scope, terms and conditions of the installation with the client at the pre-installation site visit. This will include, but is not limited to electrical, construction and cosmetic responsibilities.

Basic system training, separate from Professional Development, is included in this proposal. This training will be scheduled and completed by a Tierney Brothers' representative at the end of the project installation.

If Professional Development is part of this proposal, sessions must be scheduled within six months of install completion.

Clients purchasing SMARTboards: After the installation of the SMARTboard is complete, the SMARTboard USB connection will be tested using the Tierney Brothers installer's laptop. After system functionality is confirmed, the USB connection will be hooked into the client's computer if it is present in the space.

For safety reasons, Tierney Brothers will not modify/cut the trays on existing white boards or chalk boards. A solution for mounting over the existing board will be proposed. Any modifications to the existing board would need to be made by the customer prior to the arrival for Tierney Brothers' installation personnel.

Scheduling

Installations are typically scheduled six to eight weeks from receipt of the customer's purchase order. Custom ordered product may increase the time needed to complete the proposed services.

Standard service and support is limited to Monday through Friday, 8:00 AM to 5:00 PM central standard time, excluding national holidays. Expanded service hours may be available for an additional charge if determined necessary.

This schedule assumes no delays or obstacles will be encountered in gaining access for the installation.

Site Conditions

Tierney Brothers cannot enter into work in or otherwise disturb any areas containing asbestos.

Tierney Brothers recommends that each Projector, TV, Plasma, LCD, etc. have a duplex receptacle fed off of a dedicated 20 amp circuit available for use. Systems containing multiple racks of amplifiers or other equipment may require additional circuits.

Please initial to acknowledge and authorize the Responsibilities and Conditions presented here. _____



3300 University Avenue SE
Minneapolis, MN 55414-3326
www.tierneybrothers.com

Proposal Terms

Accounting Terms

For installations scheduled to take 30 days or less from the first day on site to the last, Tierney Brothers will invoice the total project in full upon substantial completion. Tierney Brothers reserves the right to bill progressively for installations which are scheduled to take more than 30 days on site. The balance is due Net 30 days from the installation completion date, with 2% interest added to unpaid balance.

Sales Taxes

All applicable sales tax amounts will be charged on the sale of goods or services according to each governing law and remitted to the proper taxing authority. If your organization is tax exempt, please complete an exemption certificate and return to Tierney Brothers.

Proposal Changes

If additional products or services are requested prior to receipt of your signed purchase order or quote proposal, Tierney Brothers will provide an updated quote proposal, including a revised scope. If additional products or services are requested after receipt of your signed purchase order or quote proposal, Tierney Brothers will provide a change request quote with the requested equipment and scope to detail the requested changes for your approval.

Upon receipt of your signed purchase order or quote proposal, Tierney Brothers will proceed with the authorized services and invoice in accordance with the purchase order or quote proposal. Verbal agreements will not be processed until confirmation, in writing, has been received.

There may be a 20% to 30% restocking fee plus freight charges for those items ordered which have to be returned to the manufacturer due to customer request or by change of order. Custom order products and certain product lines not typically carried by Tierney Brothers may not be returned.

NOTICE CONFIDENTIAL INFORMATION - The information in this proposal is proprietary and strictly confidential. It is intended solely for the use of the named parties. If the reader of this proposal is not the intended recipient or the employee or agent responsible to deliver it to the intended recipient, any dissemination, distribution, copying or other use of the information contained in this document is strictly prohibited. If this has been received in error, please notify the responsible party immediately and then delete this proposal from all data storage devices and destroy all hard copies.

Video recording of a Tierney Brothers SMART Certified Trainer or Professional Development session, and copying or distribution of any printed material supplied by Tierney Brothers Inc., is protected content under copyright licensing and can be used only with express permission from Tierney Brothers, Inc. Any video or digital content created during a training session can be used only within the organization paying for such services and cannot be shared online or distributed in any manner.

This quotation is valid for a period of 90 days.

Please initial to acknowledge and authorize the Proposal Terms presented here. _____

Other Terms

Installation Warranty

See specific warranty coverage program outlined in this proposal.

Repair or replacement service for TBI installed consumer grade monitors/displays are subject to manufacturer warranty and service. TBI does offer de-install/re-install assistance for vendor warranty repair or replacement at an additional charge.

Programming Warranty

The programming warranty is 90 days, starting at the commission of the system. Changes or fixes to the system after this time will be billable at our standard service call rates."

Labor Classifications and Assumptions

Unless mutually agreed upon in writing prior to executing this agreement, it is the understanding of both parties that Union and/or Prevailing Wage regulations, specifically those contained in 40 U.S.C. 276a-5, or MN Stat § 177.41-177.44, do not apply to the work to be performed under this contract.

Unless travel charges are specified, this proposal assumes Tierney Brothers, Inc. has local certified, licensed and insured technicians available to complete the integration services. In the event, the job site is located in a geographical area where this does not apply or a specific installation time is requested for which this personnel is not available, additional charges may apply.

All hours for installation are assumed to be between 8am and 5pm (normal business hours) unless specified in this proposal. Request for work outside of normal business hours will be subject to the following increased hourly labor rates:

- Second Shift (3:00pm to 10:00pm) will be billed at one and a half times our standard labor rate.
- Weekend or Holiday hours will be billed at two times our standard labor rate.

Requests for installations outside our normal business hours are subject to approval by the Director of Post Sales Integration.



3300 University Avenue SE
Minneapolis, MN 55414-3326
www.tierneybrothers.com
612.331.5500 ♦ 800.933.7337 ♦ Fax - 612.331.3424

Tierney Brothers Premium Warranty Program
Designed for:
City of Maple Plain

Tierney Brothers, Inc. warrants the installation you have purchased from Tierney Brothers, Inc. from defects in materials and workmanship, under normal use, during the One Year Premium Warranty period. Normal use is defined as operating the system within its designed specifications. Included in the One Year Premium Warranty the customer will receive:

- Unlimited Phone Support
- On-site service
- Discounts on Lamps and Accessories
- Preventative Maintenance Check

Preventative Maintenance Check will be completed toward the end of the one year warranty period. The warranty period commences on the date of customer signoff, at the completion of the install by Tierney Brothers, Inc.

During the warranty period, Tierney Brothers, Inc. will first work to resolve any problems by troubleshooting over the phone. If Tierney Brothers, Inc. Support Specialists determine that the issue cannot be resolved over the phone, a Technician will be dispatched to your location(s) within 24 hours (if necessary) of the original call (Monday through Friday 8:00am – 5:00pm, excluding national holidays). Customers outside of a 150 mile radius of Tierney Brothers, Inc. are subject to mileage and trip charges. If service is required after the One Year Premium Warranty period has expired, the customer will be billed at Tierney Brothers, Inc. current labor rates. If the customer has purchased a Tierney Brothers, Inc. Extended Maintenance Agreement, that will commence at the end of the One Year Premium Warranty. If you would like additional information regarding Tierney Brothers, Inc. Extended Maintenance Agreements, please contact your Tierney Brothers, Inc. Sales Representative at 612-331-5500.

Obtaining Warranty Service

To obtain warranty service, you must contact a Tierney Brothers, Inc. Support Specialist at 612-331-5500 or by email at techservice@tierneybrothers.com. The model and serial number on failed equipment may be required when requesting warranty service (if applicable). The customer will be required to describe the nature of the failure, and may be required to perform other failure identification or isolation activities while working with the Support Specialist over the phone. An on-site visit will be performed only if it is deemed by Tierney Brothers, Inc. Support Specialists that the issue can't be resolved over the phone.

Obtaining Your Preventative Maintenance Check

Schedule your preventative maintenance appointment online by visiting the following page and registering for an available time slot on the right hand side:

<http://www.tierneybrothers.com/training/29213/PreventativeMaintenanceCheck-PremiumWarrantyHolders.aspx>

When scheduling your preventative maintenance check please make sure to follow the requirements for scheduling. If you have any questions or would rather contact a support specialist, please call 612-331-5500, Option 2. You can also email our support specialists at techicalservice@tierneybrothers.com if you have questions.

Limitations of coverage

The following items are excluded from coverage under the warranty:

- a. Equipment that has been removed or reinstalled in a different location
- b. Damage or other equipment failure due to causes beyond our control including, but not limited to, operator negligence, the failure to maintain the equipment according to the owner's manual instructions, abuse, vandalism, theft, fire, flood, wind, freezing, power failure, inadequate power supply, acts of war or acts of God.
- c. Any utilization of equipment that is inconsistent with either the design of the equipment or the way the manufacturer intended the equipment to be used.
- d. Premium Warranty covers all hardware related failures. Network or software related failures are not covered under Tierney Brothers, Inc. Premium Warranty.



3300 University Avenue SE
Minneapolis, MN 55414-3326
www.tierneybrothers.com
612.331.5500 ♦ 800.933.7337 ♦ Fax - 612.331.3424

Tierney Brothers Premium Warranty Program
Designed for:
City of Maple Plain

- e. Operational or mechanical failure which is not reported prior to expiration of this contract.
- f. Equipment where the serial plate attached to the equipment is removed, defaced or made illegible.
- g. Damage resulting from unauthorized repair, software virus, improper electrical wiring and connections.
- h. Existing Owner Furnished equipment.
- i. Lift and Scaffolding rental is not included.

This maintenance contract refers to:
City of Maple Plain Council Chambers
10365 R2

I have read, understand and agree to the above terms and conditions per the plan elected.

Authorized Signature: _____

Date: _____



Council Chambers Upgrades

DATE:
August 11th, 2016

Prepared for:

City of Maple Plain

Presented by:

Account Manager: Mike Pouh
Project Engineer: David Soukup



7690 Golden Triangle Dr.
Eden Prairie, MN 55344



952.896.9898
800.388.0008



info@alphavideo.com
www.alphavideo.com



Introduction

Alpha Video and Audio Inc. is pleased to present this proposal for the Council Chamber Upgrades. This statement of work document outlines the equipment and services that Alpha Video will deliver and the responsibilities of City of Maple Plain for a successful implementation.

Council Chamber Broadcast Upgrades

Alpha Video will provide and install a new Panasonic PTZ camera with HDMI output at a location within the council chambers within 30' of the equipment rack. Alpha Video will work with the City of Maple Plain to determine the exact location of the camera. The City will use the Panasonic IR remote for controlling the camera. Surface mount raceway may be needed to conceal the wires of the camera to the recorder.

Alpha Video will install a new Matrox Monarch recording device to capture the Council meetings. Alpha Video will configure the Matrox Monarch digital recorder to record the analog audio from the room. To support the analog audio Alpha Video will install a new Mackie mixer.

All equipment shall be located in the rear of the council chambers in an OFE equipment rack near the audio connection panel. Alpha Video will provide a 19" LED television to be used to monitor the recording.

Additional Installation Information or Requirements

This proposal assumes that all existing equipment required for the functionality of the system is in proper operating condition and without defect. If any of the required existing equipment is not in proper operating condition, a change order may be required for the functionality outlined in this proposal. This proposal also assumes that work can be carried out continuously throughout the day with limited to no interruptions. If daily interruptions do occur during on site work, change orders may be required based on installation inefficiencies related to these interruptions.

Standards of Integration

General

- System and components will be installed in a neat and professional manner.
- All equipment will be new and blemish free unless otherwise noted in this document.
- Any above ceiling components shall be installed with trim rings and/or grommets when necessary.
- All rack equipment will be installed using proper manufacture supplied mounting hardware.
- All rack blank spaces will be filled with either a blank or vent panel depending on need.
- All racks will have proper ventilation to prevent heat buildup and increase equipment life expectance.

Wiring and Cables

- All rack cabling will be bundled neatly with cable ties or hook & loop depending on requirements.
- Low and high voltage cabling will be separated in according with NFPA 70 (National Electric Code) 2014 specifications.
- All cabling in conduit will comply with the conduit fill specifications in NFPA 70 (National Electric Code) 2014.
- Proper strain relief at connections and joints will be used.
- Sufficient service loops shall be provided for all above ceiling elements, above racks, in racks or in cable trays so that components may be minimally moved or serviced without cable strain.
- All connectors are sized to fit the specific cabling and are installed in accordance with manufacture specifications.
- All permanently installed cabling will be labeled with permanent CAD generated labels.

Installer Testing and Adjustments

- Proper grounding will be verified on all equipment.
- Video displays shall be properly aligned and free from distortion.
- Cabling and loudspeakers shall be tested for proper polarity.
- Audio shall be free of distortion, hums, buzzes or pops.
- Loudspeaker systems shall be tested and equalized to provide uniform frequency response.
- Control system program shall be tested for proper system operation and shall be free of glitches. Any issues will be brought to the attention of the programmer for correction.

Training

Alpha Video will provide up to 1 hours of system training to no more than three key users on basic system operation and troubleshooting. The training will be provided once the system is fully functional and will be continuous during one day unless otherwise noted above.

Documentation

Alpha Video will provide shop drawings that reflect the final system design. Upon project completion, a full set of "D" size as-built drawings will be provided, which will include components of the video, audio and control systems and any architectural documentation used during the installation. Those drawings will become property of City of Maple Plain upon receipt of final payment for this project.

Project Management

Alpha Video will appoint a project manager that will be the main point of contact for City of Maple Plain regarding this project. The project manager will manage the installation timeline and coordinate work with any additional trades involved in this installation.

Installation can only begin when the project manager has been notified that construction progress has reached a point that electronic equipment can be installed in a secure and clean job site.

Change Requests

When the scope of work is agreed upon, any changes to that scope must be requested as a change order. Change requests shall be submitted in written form so that both parties fully understand the request. Any costs resulting from change orders shall be the responsibility of City of Maple Plain.

System Warranty and Support

Alpha Video offers a standard 90-day warranty on all systems installations. During the 90 days, Alpha Video will facilitate system service, phone support or repair at no charge for labor, travel, and/or shipping on any Alpha Video installed system or component. All system hardware is covered under the terms and conditions of each manufacturer's warranty. Alpha Video, at its option, may repair or replace any product or part of the products, which proves defective because of failure, under normal use, for the length of the 90-day warranty period. An optional extension for a full 1-year support agreement is available for purchase during the 90 day warranty period.

Phone support is available Monday through Friday during regular business hours of 8:00 a.m. to 5:00 p.m. Alpha Video's office number is 952-896-9898. Calls will be returned within a four-hour period. If the issue cannot be rectified over the phone a technician will be on site within 24 – 48 hours. Alpha Video will not be open on various holidays that occur during a

Monday - Friday work week. City of Maple Plain agrees that prompt and full access to the system will be granted to Alpha Video at any time Alpha Video is on-site to service the system.

Products not provided by Alpha Video but included in this installation will not be covered by this warranty. Alpha Video is not responsible for any failure of equipment that is connected to or caused by Client furnished equipment. The warranty coverage will commence on date the Certificate of Completion form is signed by both Alpha Video and City of Maple Plain. Service issues after the 90-day period will be handled as time, materials and travel, plus fees associated with such work unless a warranty extension has been purchased. This warranty does not cover system misuse, reconfiguration or negligence on the part of City of Maple Plain.

Client Responsibilities

This statement of work indicates the responsibilities of Alpha Video and Audio Inc. As in any system installation, this project contains a number of customer responsibilities. They include, but are not limited to:

- Any High Voltage AC necessary
- Any necessary conduits, back boxes, or structural supports for mounted equipment
- One key point of contact for control system design verification
- Owner furnished equipment described above (PC, PC monitor, laptops, etc.)
- Provide access to the job site during normal business hours (7am to 5pm M-F)
- Coordination with Client staff for training times
- Disposal of existing equipment, cabling, and racks

Client Sign-Off

As an appointed representative of City of Maple Plain, I hereby agree with and approve the above statement of work including all outlined Client Responsibilities. A purchase order for this project, in verbal or written form indicates acceptance of this statement of work.

Date: _____

Company: _____

Name: _____

Signature: _____



7690 Golden Triangle Drive, Eden Prairie, MN 55344
 Phone: 952-896-9898 - Fax 952-896-9899 - Visit us at www.alphavideo.com

Quotation

| Date | Quote # | Cust # |
|----------|--------------|--------|
| 08/11/16 | AAAQ34369-01 | |

We are an equal opportunity employer

| Prepared For: | Sales Representative: |
|--|---|
| Tessia Melvin City of Maple plain 1620 Maple Ave PO Box 97 Maple Plain, MN 55359 USA Phone: (763)479-0516 Fax: Terms: NET 30 Ship via: Best Way | Mike Pouh Sales Executive 952-841-3365 mike.pouh@alphavideo.com |

| ID # | Item | Description | Qty | Unit Price | Ext. Price |
|---|--------------------------|---|-----|------------|-------------------|
| Council Chambers Camera/Monarch Option | | | | | |
| 1 | PROFX16 | Mackie ProFX16 16-Channel Desktop Sound Reinforcement Mixer with USB | 1 | \$445.00 | \$445.00 |
| 2 | UN19F4000 | Samsung LED F4000 Series TV - 19" Monitor | 1 | \$155.00 | \$155.00 |
| 3 | MHDXI | Matrox Dual-Channel H.264 Encoder for Broadcast Streaming and Recording | 1 | \$1,775.00 | \$1,775.00 |
| 4 | AW-HE40HKPJ | Panasonic HD Integrated PTZ Camera w/ HDMI Output (Black) | 1 | \$2,775.00 | \$2,775.00 |
| 5 | AW-RM50G | Panasonic Wireless Remote Control | 1 | \$100.00 | \$100.00 |
| 6 | 535-2000-243 | Vaddio Thin Profile Wall Mount | 1 | \$90.00 | \$90.00 |
| SubTotal | | | | | \$5,340.00 |
| 7 | INTEGRATION LABOR | Alpha Video Integration Labor | 1 | \$2,590.00 | \$2,590.00 |
| 8 | MATERIALS | Alpha Video Integration Materials | 1 | \$645.00 | \$645.00 |
| SubTotal | | | | | \$3,235.00 |
| 9 | SMA | Alpha Video 1 Year Service Maintenance Agreement | 1 | \$445.00 | \$445.00 |

Shipping charges are not included and will be billed at actual cost.
 Sales tax is not included and will be billed at actual.

| | |
|--------------|-------------------|
| Sub Total | \$9,020.00 |
| Sales Tax | \$0.00 |
| Shipping | \$0.00 |
| Total | \$9,020.00 |

Accepted by: _____ Date: _____ PO: _____

All information contained within this quote is valid for the next 30 days. Thereafter, all prices and applicable charges are subject to change.
MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.

SITE LEASE AGREEMENT

Between

City of Maple Plain, a Minnesota municipal corporation

and

T-Mobile Central LLC, a Delaware limited liability company

Dated: _____, 2016

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SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT ("Lease"), made this _____ day of _____, 2016 between the City of Maple Plain, a Minnesota municipal corporation ("Landlord") located at 5050 Independence Street, Maple Plain, Minnesota 55359 and T-Mobile Central LLC, a Delaware limited liability company ("Tenant") located at 12920 SE 38th Street, Bellevue WA 98006.

For good and valuable consideration, the parties agree as follows:

1. Leased Premises. Subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant and Tenant leases from Landlord a portion of Landlord's property, located on Landlord's water tower ("Structure") at 1664 Budd Avenue., Maple Plain, in the County of Hennepin, State of Minnesota, legally described on **Exhibit A** attached hereto (the "Property"); the portion of the Structure as more particularly shown on the installation drawing attached hereto as **Exhibit B**, on which directional antennas, connecting cables and appurtenances maybe be attached and located, the exact location of each to be reasonable approved by Landlord's City Administrator, together with interior floor space for equipment as shown on the approved plans along with a non-exclusive easement for reasonable access thereto and for adequate utility services, including sources of electric, optical fiber and telephone facilities ("Leased Premises").

2. Terms and Renewal.
 - a. The "Initial Term" of this Lease shall commence on January 1, 2017 ("Effective Date") and end on the day immediately preceding the fifth anniversary of the Effective Date. As used herein, a "Leased Year" shall commence on the Effective Date and each anniversary thereof and run until the next anniversary of the Effective Date.

 - b. Subject to the terms and conditions of this Lease, Tenant shall have the right to extend this Lease for four (4) additional five year renewal periods ("Renewal Terms") commencing on the date following the expiration date of the Initial Term or of any subsequent Renewal Term. This Lease shall be automatically renewed for each successive Renewal Term unless Tenant sends written notice of non-renewal to Landlord no later than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term, such notice to be provided in accordance with Paragraph 20 of this Lease.

3. Rent.

- a. Amount, Adjustments. As consideration for this Lease, Tenant shall pay to Landlord monthly rent as follows:
Monthly rent for the first year shall be \$2333.33. On each annual anniversary of the Effective Date, including each year of every Renewal Term, monthly rent shall be increased by three percent (3%). (For example, in Lease Year two (2), the monthly rent will be $\$2333.33 \times 1.03 = \2403.33 .) This three percent (3%) annual increase shall continue throughout the term of the Lease.
- b. Time of Payments. Rent shall be paid monthly in advance by the first day of each month. Tenant shall pay a late fee of \$100.00 if the rent is not paid within ten (10) days of its due date. If the Tenant does not meet the requirements referenced in subparagraph 4(a) below Landlord shall refund to Tenant the rental payment made at the time of execution, and any unused portion of an escrow posted pursuant to subparagraph 3(d) below, and this Lease shall terminate.
- c. Taxes. In addition to the monthly rent, Tenant further agrees to timely pay its pro rata share of any real estate taxes or personal property taxes in lieu of real estate taxes required by any governmental body having jurisdiction over the Property as a result of this Lease, following receipt of an invoice for such taxes together with reasonable supporting documentation evidencing Tenant's pro-rata share of the taxes. The pro rata share is based upon the amount of space on the Structure leased to Tenant compared to the total amount of space on the Structure leased by all tenants or users of the space on the Structure.
- d. Miscellaneous. Tenant shall pay all costs of Landlord's inspections and installation project management costs for the future communication facility equipment described in **Exhibit B** within 60 days after Landlord sends an invoice for such fees to Tenant, together with reasonable supporting documentation evidencing such fees. In addition to consulting and engineering inspection costs, Tenant shall reimburse Landlord for all reasonable costs associated with reviewing this Lease and approving Tenant's application, including but not limited to all attorneys' fees, staff and administrative review time, engineering inspection fees and third party consultant fees and expenses. Tenant shall reimburse Landlord for all such costs, fees, and expenses up to \$10,000.00. Any such costs, fees, and expenses in excess of \$10,000 shall be split equally between the parties. All fees and invoices contemplated in this paragraph 3d must be paid within 60 days after Landlord sends Tenant an invoice for the same together with reasonable supporting documentation evidencing such fees. Landlord may utilize an Escrow Agreement to facilitate the reimbursement process which Escrow Agreement shall be in a form and substance acceptable to Landlord.

4. Governmental Approval Contingency.

- a. Tenant Application. Tenant's right to use the Leased Premises is expressly made contingent upon its obtaining and maintaining all the certificates, permits, zoning and other approvals that may be required by any federal, state, or local authority. Landlord shall cooperate with Tenant in its efforts to obtain and retain such approvals and shall take no action, which would adversely affect the status of the Leased Premises with respect to the Tenant's proposed use thereof. However, this Lease in no way obligates Landlord to issue such certificates, permits, zoning or other approvals.
- b. Interference Study. Before obtaining any new building permit, Tenant must pay the reasonable costs of (i) a radio frequency interference study carried out by an independent and qualified professional selected by the Landlord showing that Tenant's intended use will not interfere with any existing communications facilities and (ii) an engineering study showing that the Structure is able to support the Tenant's Communication Facilities, as defined in Subparagraphs 5(b) and (c), without prejudice to the City's use of the Structure. If the study finds that there is a potential for interference that cannot be reasonable remedied or for prejudice to the Structure, Landlord may deny the permit application. Landlord may, at its discretion, waive the requirement of an interference study if Landlord determines that the proposed modification will not affect the frequencies used by Tenant.
- c. Non-approval. In the event that any application necessary under Subparagraph 4(a) above is finally rejected or any certificate, permit, license, or approval issued to Tenant is cancelled, expires, lapses, or otherwise withdrawn or terminated by any governmental authority so that Tenant, in its sole discretion, will be unable to use the Leased Premises for its intended purposes, Tenant shall have the right to terminate the Lease and be reimbursed for any advance rental payment made pursuant to Subparagraph 3(b) above. However, Tenant shall reimburse Landlord for any actual costs incurred in the review of the application pursuant to subparagraph 3(d) above. Notice of Tenant's exercise of its right to terminate shall be given to Landlord as outlined in Section 20 of this Lease and shall be effective upon receipt of such notice by Landlord as evidenced by the return receipt, or on such later date as specified in the notice by Tenant. Except as required under Subparagraph 12(d) below, upon such termination, this Lease shall become null and void and the parties shall have no further obligation to each other, except for those obligations outlined in Paragraph 9 of this Lease.

5. Tenant's Use.

- a. User Priority. Tenant agrees that the following priorities of use, in descending order, shall apply in the event of communication interference or other conflict while this Lease is in effect, and Tenant's use shall be subordinate accordingly:

1. Landlord;
 2. Public safety agencies, including law enforcement, fire, and ambulance services, that are not part of the Landlord;
 3. Other governmental agencies where use is not related to public safety; and
 4. Governmental-regulated entities who offer a service to the general public for a fee.
 5. Pre-existing tenants existing at the Property prior to August 29, 1997, unless there is a material modification of any existing equipment configuration and/or frequency characteristics, in which event all other existing leases shall have priority.
- b. Purposes. Tenant shall use the Leased Premises only for the purpose of installing, maintaining, and operating a Landlord-approved communications antenna facility and uses incidental thereto for providing radio and wireless telecommunication services, which Tenant is legally authorized to provide to the public. For any new projects, applications, additions or modifications after the date of execution of this Lease, Tenant shall submit all plans and specifications for its Communication Facilities to the Landlord for approval, which approval shall not be unreasonably withheld or delayed. This use shall be non-exclusive, and Landlord specifically reserves the right to allow the Property to be used by other parties and to make additions, deletions, or modifications to its own facilities on the Property. Tenant's communications antenna facility shall consist of antennas as shown in **Exhibit B**, along with cables and appurtenances connected thereto ("Communication Facilities"). Landlord and Tenant shall comply with all applicable ordinances, statues and regulations of local, state and federal government agencies. Tenant further agrees to be bound by any applicable ordinances, statutes and regulations which are enacted after execution of this Lease.
- c. Construction. Tenant may erect, operate and maintain an antenna array in accordance with the plans and specifications in its submitted application, attached as **Exhibit B**. If Tenant wishes to install additional transmission equipment, it must first pay for an evaluation carried out by a qualified professional, retained by Landlord, demonstrating that (i) the additional equipment will not interfere with existing antennas and equipment or with proposed antennas/equipment with a higher priority, and that (ii) the Structure can structurally support the additional equipment. The cost of each evaluation must be paid by the Tenant within thirty (30) days after receiving written notice of the cost. Upon a written request from Tenant, Landlord shall provide documentation supporting these costs. If Landlord consents, the parties will negotiate the amount of additional rent for the additional equipment. If the Landlord consents, the parties will also facilitate the exchange and review of as-built drawings and construction plans in a manner and form prescribed by Landlord.

- d. Operation. Tenant shall have the right, at its sole cost and expense, to operate and maintain the Communication Facilities on the Leased Premises in accordance with good engineering practices, and with all applicable FCC rules and regulations. Tenant's installation of all Communication Facilities shall be done according to plans approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Any damage done to the Leased Premises or other Landlord property including the Structure during installation or during operations, shall be repaired at Tenant's expense within thirty (30) days after notification of damage, except as covered by Landlord's insurance. The Communication Facilities shall remain the exclusive property of the Tenant.
- e. Maintenance, Improvement Expenses. All modification to the Leased Premises and all improvements made for Tenant's benefit shall be at the Tenant's expense and such improvements, including antenna, transmission equipment, facilities and other equipment, shall be maintained in a good state of repair, at least equal to the standard of maintenance of the Landlord's facilities on or adjacent to the Leased Premises, and secured by Tenant. If Tenant's Communication Facilities are mounted on the Structure they shall, at all times, be painted, at Tenant's expense, the same color as the Structure.
- f. Replacements, Updates, and Modifications. Tenant may not add to or alter the Communication Facilities set forth in **Exhibit B** without the prior written approval of the Landlord, provided however, Tenant may perform maintenance or repairs of the Communication Facilities without the prior approval of Landlord. In the event that Tenant needs to perform emergency maintenance or repairs of the Communication Facilities which will not add to or alter the same, Tenant shall provide Landlord with as much notice as possible and inform Landlord of the type and scope of work to be performed. In all other situations, at least thirty (30) days before the Tenant replaces, updates or modifies the Communication Facilities, Tenant shall notify and provide detailed plans and specifications to Landlord for any such replacement facilities, together with any other information reasonably requested by Landlord regarding such requested update, replacement, or modification, including but not limited to, a technical study, carried out at Tenant's expense. Tenant agrees to reimburse Landlord for all costs incurred by Landlord in connection with any addition or alteration to the Communication Facilities, including but not limited to plan review, structural review, site meetings, inspection time, and as-built updating because of Tenant's changes, including attorneys' fees for drafting and/or reviewing documents. Landlord may utilize an escrow agreement to facilitate the reimbursement process. Such an escrow agreement shall be in a form and substance acceptable to Landlord. When practicable, Landlord will attempt to obtain an estimate of the costs of any Consultant review of any future addition or alteration to the Communication Facilities, and provide the same to Tenant with a requested escrow amount. If Landlord consents to the update or modification, or replacement, the parties will negotiate the amount of additional

rent, if any, for the additional equipment. If the Landlord consents, the parties will also facilitate the exchange and review of as-built drawings and construction plans in a manner and form prescribed by Landlord.

- g. Drawings. Tenant shall provide Landlord with as-built drawings of the equipment and improvements installed on the Leased Premises, which show the actual location of all Communication Facilities. Said drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property, and Communication Facilities actually placed on the Leased Premises.
- h. No Interference. Tenant shall, at its own expense, maintain any equipment on or attached to the Leased Premises in a safe condition, in good repair and in a manner reasonably suitable to Landlord so as not to conflict with the use of the surrounding premises by Landlord. Tenant shall not unreasonably interfere with the operation of any priority tenant using the Structure and shall not interfere with the working use of any water storage facilities thereon or to be placed thereon by Landlord.
- i. Access, Notice. Tenant and its employees, agents, contractors and designees, at all times during this Lease, shall have access to the Leased Premises and the Structure in order to install, operate and maintain its Communication Facilities, subject to the terms of this Lease and applicable federal, state, and local law. Tenant shall notify Landlord by telephone or email of scheduled work to the Communication Facilities at least 48 hours in advance of the start of the scheduled work. In the case of the need for emergency work to the Communication Facilities, Tenant shall notify Landlord as soon as practicable after commencement of the work. For the purposes of this section, Tenant shall directly contact the City Administrator or her/his designee at least 48 hours in advance of the start of any non-emergency work, to complete notification of Landlord.
- j. Payment of Utilities. Tenant shall separately meter charges for the consumption of electricity and other utilities associated with its use of the Leased Premises and shall promptly pay all costs associated therewith. At Tenant's sole cost, Landlord shall reasonably cooperate with Tenant's efforts to obtain any utilities necessary to serve the Communications Facilities.
- k. Noise. All Communication Facilities shall be constructed and operated in such a manner as to minimize the amount of noise impacts to residents of nearby homes and the users of recreational areas, such as public parks and trails. Noise attenuation measures shall be required for all air conditioning units. Backup generators shall only be operated during power outages and for testing and maintenance purposes. At any time, noise attenuation measures may be required by Landlord, when deemed necessary. Tenant will, at its own expense, install noise mitigation equipment or a buffer to meet State noise standards, if necessary.

6. Emergency Facilities. In the event of a natural or man-made disaster, in order to protect the health, welfare, and safety of the community, Tenant may erect additional Communication Facilities and install additional equipment on a temporary basis on the Leased Premises to assure continuation of service. Such temporary operation shall not exceed ninety (90) days unless Tenant obtains written approval from Landlord, which written approval shall not be unreasonably withheld or delayed.
7. Additional Maintenance Expenses. Upon notice from Landlord, Tenant shall promptly pay to Landlord all additional Landlord expenses incurred in maintaining the Property, including painting or other maintenance of the Structure, that are caused by Tenant's occupancy of the Property.
8. Maintenance of Tower Facilities by Landlord. Upon 30 days-notice by Landlord, Tenant agrees it will take whatever actions are necessary to permit Landlord to perform maintenance on the Structure. If this maintenance may include temporary removal of a portion of the Communication Facilities, Tenant shall be obligated to comply with Landlord's direction to remove upon 120 days' notice, but Landlord shall make every effort to provide Tenant with as much notice as possible of an impending request to remove equipment. Any requirement of Tenant under this Paragraph shall be at no cost to Landlord. If any proposed maintenance results in an interruption of service from Tenant's Communication Facilities, Tenant shall be permitted to place temporary facilities known as a cell on wheels (COW) on Landlord's Property, when feasible, and otherwise on other property owned by Landlord for the duration of the maintenance activities that adversely affect Tenant's Communication Facilities.
9. Defense and Indemnification.
 - a. General. Tenant agrees to defend, indemnify and hold harmless Landlord and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by Landlord or for which Landlord may be liable in the performance of this Lease arising from Tenant's installation, maintenance, and operation of its Communication Facilities or Tenant's use of the Leased Premises, except those which arise from the negligence, willful misconduct, or other fault of Landlord or other users of the Property described in **Exhibit A** or the Structure. Tenant shall defend all claims arising out of the installation, operation, use, maintenance, repair, removal, or presence of Tenant's Communication Facilities, equipment and related facilities on the Leased Premises. Landlord agrees to defend, indemnify and hold Tenant and its officers, employees, agents, and representatives harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of Landlord's use of the Property except those which arise from the negligence, willful misconduct, or other fault of Tenant.

- b. Hazardous Materials. Without limiting the scope of Subparagraph 9(a) above, Tenant will be solely responsible for and will defend, indemnify, and hold Landlord, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including attorney's fees and costs, arising out of or in connection with the cleanup or restoration of the Leased Premises resulting from Tenant's use of Hazardous Materials. For purposes of this Lease, "Hazardous Materials" shall be interpreted broadly and specifically includes, without limitation, asbestos, fuel, batteries or any hazardous substance, waste, or materials as defined in any federal, state, or local environmental or safety law or regulations including, but not limited to CERCLA. Landlord represents that it has no knowledge of any Hazardous Materials on the Leased Premises. Notwithstanding the foregoing, Tenant will not be liable for any Hazardous Materials on the Lease Premises that were present prior to the Effective Date of this Lease. Landlord will defend, indemnify, and hold Tenant, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including attorney's fees and costs, arising out of or in connection with the cleanup or restoration of the Leased Premises resulting from Landlord's introduction of Hazardous Materials to the premises.

- c. Tenant's Warranty. Tenant represents and warrants that its use of the Leased Premises will not generate and Tenant will not illegally store or dispose of on the Leased Premises, nor transport to or over the Leased Premises, any Hazardous Materials, unless Tenant specifically informs Landlord thereof in writing twenty-four (24) hours prior to such storage, disposal or transport, or otherwise as soon as Tenant becomes aware of the existence of Hazardous Materials on the Leased Premises. The obligations of Paragraph 9 shall survive the expiration or other terminations of this Lease. Tenant shall be allowed to properly store reasonable quantities of batteries in good working order, which are not damaged, leaking, or otherwise compromised on the Leased Premises to provide backup power to the Communication Facilities.

10. Insurance.

- a. Worker's Compensation. Tenant must maintain Workers' Compensation insurance in compliance with all applicable state statutory limits. The policy shall also provide Employer's Liability coverage with limits of not less than \$1,000,000 bodily injury each accident, \$1,500,000 bodily injury by disease, policy limit, and \$1,000,000 bodily injury by disease, each employee.

- b. General Liability. Tenant must maintain an occurrence form Commercial General Liability coverage. Such coverage shall include, but not be limited to, bodily injury, property damage – broad form, and personal injury for the hazards of premises/operation, broad form contractual, independent contracts, and products/completed operation.

Tenant must maintain aforementioned Commercial General Liability Coverage with limits of liability not less than \$1,500,000 each occurrence; \$1,500,000 personal and advertising injury; \$2,000,000 general aggregate, and \$2,000,000 products and completed operations aggregate. These limits may be satisfied by the commercial general liability coverage or in combination with an umbrella or excess liability policy, provided coverage afforded by the umbrella or excess policy is no less than the underlying commercial general liability coverage.

The City of Maple Plain will be named as Additional Insured. Additional insured coverage shall apply as Primary insurance and Non Contributory with respect to the City of Maple Plain. Additionally, Landlord requires that Tenant carry completed operations insurance per Minnesota statute. Any contractor retained by Tenant shall obtain from its insurers a waiver of subrogation in favor of the City of Maple Plain with respect to losses arising out of or in connection with any work to be performed on the Property.

- c. Automobile Liability. Tenant must carry automobile liability coverage. Coverage shall afford total liability limits for bodily injury liability and property damage liability in the amount of \$1,500,000 per accident. The liability limits may be afforded under a Commercial Policy, or in combination with an Umbrella or Excess Liability Policy provided coverage of ridges afforded by the Umbrella Excess Policy is no less than the underlying Commercial Auto Liability coverage.

Coverage shall be provided for bodily injury and property damage for the ownership use, maintenance or operation of all owned, non-owned and hired automobiles.

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

- d. Tenant's Property Insurance. Tenant must keep in force during the term of the Lease a policy covering damages to its property at the Leased Premises. The amount of coverage shall be sufficient to replace the damaged property, loss of use and comply with any ordinance or law requirements.
- e. Additional Insured – Certificate of Insurance. Tenant shall provide, prior to the initiation of the term of this lease, evidence of the required insurance in the form of a Certificate of Insurance issued by a company (rated A VII or better) by Best Insurance Guide, licensed to do business in the state of Minnesota, which includes all coverages required in this Paragraph 10. Tenants will name Landlord as an Additional Insured on the General Liability and Commercial Automobile Liability Policies. The Certificate(s) shall also provide the coverage may not be canceled without thirty (30) days prior to written notice to Landlord. Tenant shall provide

evidence of the maintenance of the required insurance to Landlord, on an annual basis. Failure to maintain all of the insurance policies required by this Paragraph 10 shall amount to a material breach of Tenant's obligations under this Lease and shall empower Landlord to terminate the Lease immediately and without cost to Landlord.

- f. Waiver of Claims; Subrogation. Each of Landlord and Tenant hereby releases the other from any and all liability or responsibility to the other or anyone claiming through or under it by way of subrogation or otherwise for any loss or damage that may occur to the Leased Premises or any improvement thereto, or the Structure or any improvements thereto, or any property of such party therein, by reason of fire or any other cause which could be insured against under the terms of standard fire and extended coverage (all-risk) insurance policies, regardless of cause or origin, including fault or negligence of the other party hereto, or anyone for whom such party may be responsible. Each party shall cause each insurance policy obtained by it (except Workers' Compensation) to provide that the insurer waives all right of recovery by way of subrogation against either party hereto in connection with damage covered by such policy. The releases in this Paragraph will be effective whether or not the loss was actually covered by insurance. Tenant assumes all risk of loss or damage of Tenant's property or leasehold improvements within the Leased Premises, including any loss or damage caused by water leakage, fire, windstorm, explosion, theft, act of any other tenant, or other cause. Landlord will not be liable to Tenant, or its employees, for loss of or damage to any property in or at the Leased Premises or the Structure.
11. Damage or Destruction. If the Leased Premises is destroyed or damaged, so as, in Tenant's judgment, to hinder its effective use of the Communication Facilities, Tenant may elect to terminate this Lease upon thirty (30) days' written notice to the Landlord. In the event Tenant elects to terminate this Lease, Tenant shall be entitled to reimbursement of any prepared rent covering the period subsequent to the date of damage to or destruction of the Leased Premises.
12. Lease Termination.
- a. Events of Termination. Except as otherwise provided herein, this Lease may be terminated upon sixty (60) days written notice to the other party as follows:
 - (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default to the other party (without, however, limiting any other rights of the parties pursuant to any other provisions hereof) unless such default may not reasonably be cured within a 60-day period in which case, this Lease may not be terminated if the defaulting party commences action

to cure the default within such 60-day period and proceeds with due diligence to fully cure the default;

- (ii) by Tenant for cause immediately upon notice to Landlord if it is unable to obtain or maintain any license, permit or other governmental approval necessary for the construction and/or operation of the Communication Facilities or Tenant's business;
- (iii) by Landlord if it determines that the Structure is structurally unsound, including, but not limited to, consideration of age of Structure, damage or destruction of all or part of the Structure on the Leased Premises from any source, or factors relating to condition of the Leased Premises;
- (iv) by Landlord, upon six months' notice, if an engineering study determines that a potential user with a higher priority under Subparagraph 5(a) above cannot find another adequate location, or the Communication Facilities unreasonably interfere with another user with a higher priority and that interference cannot be reasonably abated. If Landlord seeks to terminate this Lease pursuant to this subparagraph 12a(iv) due to a priority user need related to public safety, then this Lease may be terminated by Landlord without further obligation to Tenant. If Landlord seeks to terminate this Lease pursuant to this subparagraph 12a(iv) and the priority user's need is not related to public safety, then before terminating this Lease pursuant to this subparagraph 12a(iv), Landlord shall make all reasonable efforts to arrange placement of the priority user in a way which will not necessitate the removal of Tenant or termination of this Lease. If Landlord is unable to arrange for mutual placement of Tenant and the priority user unrelated to public safety, Landlord may terminate this Lease pursuant to this subparagraph 12a(iv), but Landlord shall not at any time over the balance of the then existing Term and all unexpired Renewal Terms, lease the Leased Premises to another party with equal or lesser priority for the same use as that of Tenant, and shall pay Tenant's reasonable and documented relocation costs or reimburse the most recent six months of rent collected from Tenant, whichever is less.

b. Notice of Termination. The parties shall give notice of termination in accordance with Section 20 of this Lease. Such notice shall be effective upon receipt, as evidenced by the return receipt, affidavit of service, or such later date as stated in the notice. All rentals paid for the Lease prior to termination shall be retained by Landlord

c. Tenant's Liability for Early Termination. If Tenant terminates this Lease other than as expressly provided in this Lease, Tenant shall pay to Landlord as liquidated damages for early termination, one (1) year's rent at the then current rate.

- d. Site Restoration. In the event that this Lease is terminated or not renewed, Tenant shall have sixty (60) days from the termination or expiration date to remove its Communication Facilities, and related equipment from the Leased Premises, repair the site and restore the surface of the Structure to the condition existing upon the Effective Date, except for normal wear and tear and damage by the elements. In the event that Tenant's Communication Facilities, and related equipment are not removed within 60 days, Landlord may remove the same, at Tenant's expense, or at Landlord's sole discretion, become the property of Landlord free of any claim by Tenant or any person or entity claiming through Tenant. If Tenant fails to remove the Communication Facilities or any other improvements within 60 days, Tenant shall pay to Landlord, notwithstanding the termination of this Lease, rent in an amount equal to 150% of the amount of applicable Rent that would have been due for the period of time that the Communication Facilities remains on the Property.
13. Limitation of Landlord's Liability. If Landlord terminates this Lease other than as of right as provided in this Lease, or Landlord causes interruption of the business of Tenant or for any other Landlord breach of this Lease, Landlord's liability for damages to Tenant shall be limited to the actual and direct costs of equipment removal, relocation or repair and the value of the leasehold estate and shall specifically exclude any recovery for value of the business of Tenant as a going concern, future expectation of profits, loss of business or profit or related damages to Tenant.
14. Temporary Interruptions of Service. If Landlord reasonably determines that continued operation of the Communication Facilities would cause or contribute to an immediate threat to public health and/or safety (except for any issues associated with human exposure to radio frequency omissions, which is regulated by the federal government), Landlord may order Tenant to discontinue its operation. Tenant shall immediately comply with such an order. Service shall be discontinued only for the period that the immediate threat exists. If Landlord does not give prior notice to Tenant, Landlord shall notify Tenant as soon as possible after its action and give its reason for taking the action. Landlord shall not be liable to Tenant or any other party for any interruption in Tenant's service or interference with Tenant's operation of its Communication Facilities, except as may be caused by the willful misconduct of Landlord, its employees or agents and except if Landlord's determination is found by a court of competent jurisdiction to have been negligent or inaccurate. If the discontinuance extends for a period greater than three days, either consecutively or cumulatively, Tenant shall have the right to terminate this Lease within its sole discretion for cause and without payment of any damages.
15. Tenant Interference.
- a. With Structure. Tenant shall not interfere with Landlord's use of the Structure and agrees to cease all such actions, which unreasonably and materially interfere with Landlord's use thereof not later than three business days after receipt of written

notice of the interference from Landlord. In the event that Tenant's cessation of action is material to Tenant's use of the Leased Premises and such cessation frustrates Tenant's use of the Leased Premises, within Tenant's sole discretion, Tenant shall have the immediate right to terminate this Lease for cause without payment of any damages.

- b. With Higher Priority Users. If Tenant's Communication Facilities cause impermissible interference with higher priority user as set forth in Subparagraph 5(a) above or with preexisting tenants, Tenant shall take all measures necessary to correct and eliminate the interference. If the interference cannot be eliminated within 48 hours after receiving Landlord's written notice of the interference, Tenant shall immediately cease operating its Communication Facilities and shall not reactivate operation, except intermittent operation for the purpose of testing, until the interference has been eliminated. If the interference cannot be eliminated within 60 days after Tenant received Landlord's written notice, Landlord or Tenant may at its option terminate this Lease immediately for cause and without payment of any damages.
- c. Interference Study – New Occupants. Upon written notice by Landlord that it has a bona fide request from any other party to lease an area including or in close proximity of the Leased Premises ("Leased Premises Area"), Tenant agrees to provide Landlord, within sixty (60) days, the radio frequencies currently in operation or to be operated in the future of each transmitter and receiver installed and operational by Tenant on the Leased Premises at the time of such request. Landlord may then have an independent, registered professional engineer of Landlord's choosing perform the necessary interference studies to determine if the new applicant's frequencies will cause harmful radio interference to Tenant. Landlord shall require the new applicant to pay for such interference studies.
- d. Interference – New Occupants. Landlord agrees that it will not grant a future lease in the Leased Premises area to any party who is of equal or lower priority to Tenant, if such party's use is reasonably anticipated to interfere with Tenant's operation of its Communication Facilities or would contribute to causing interference with higher priority users. Landlord agrees further that any future lease of the Leased Premises Area will prohibit a user of equal or lower priority from interfering with Tenant's Communication Facilities. Landlord agrees that it will require any subsequent occupants of the Leased Premises Area of equal or lower priority to Tenant to provide Tenant these same assurances against interference. Landlord shall have the obligation to eliminate any interference with the operations of Tenant caused by such subsequent occupants. If such interference is not eliminated, Tenant shall have the right to terminate this Lease or seek injunctive relief against the interfering occupant, at Tenant's expense.

16. Assignment. This Lease, and rights thereunder, may be sold, assigned, or transferred at any time by Tenant to Tenant's parent, affiliates, subsidiaries or any entity which acquires substantially all of the assets of Tenant, without notice to or the consent of Landlord. As to the other parties, this Lease may not be sold, assigned, or transferred without the written consent of the Landlord, such consent not to be unreasonably withheld or delayed. For purposes of this Paragraph, an "affiliate" or "subsidiary" means an entity, which directly or indirectly controls or is controlled by Tenant. Landlord hereby consents to the assignment by Tenant of its rights under this Lease as collateral to any entity, which provides financing to Tenant.
17. Condemnation. In the event the whole of the Leased Premises is taken by eminent domain, the Lease shall terminate as of the date title to the Leased Premises vests in the condemning authority. In event a portion of the Leased Premises is taken by eminent domain, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days written notice to the other party. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the reward paid for the taking and the Landlord shall receive full amount of such award. Tenant hereby expressly waives any right or claim to any portion thereof. Although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises, shall belong to Landlord, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord (unless Landlord is the condemning authority), such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, Communication Facilities, and leasehold improvements.
18. Intentionally Omitted.
19. Enforcement and Attorney's Fees. In the event that either party to this Lease shall litigate a claim or bring claim in arbitration to enforce any rights hereunder, the prevailing party shall be entitled to recover costs and reasonable attorney's fees incurred as a result to such claim.
20. Notices. All notices hereunder must be in writing and shall be deemed validly given if delivered personally or if sent by certified mail, return receipt requested, or by overnight courier, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

If to Landlord, to: City of Maple Plain
 5050 Independence Street
 Maple Plain, MN 55359
 Attention: City Administrator

If to Tenant, to: T-Mobile Central LLC

12920 SE 38th Street
Bellevue WA 98006
Attn: Lease Compliance/A100035A

21. Authority. Each of the individuals executing this Lease on behalf of the Tenant or the Landlord represents to the other party that such individual is authorized to do so by requisite action of the party to this Lease.
22. Binding Effect. This Lease shall run with the Leased Premises. This Lease shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.
23. Complete Lease; Amendments. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.
24. Governing Law; Jurisdiction. This Lease shall be construed in accordance with the laws of the State of Minnesota. Further, in the event that either party to this Lease shall litigate a claim or bring claim in arbitration to enforce any rights hereunder, that claim shall be handled in Hennepin County, Minnesota.
25. Severability. If any term of this Lease is found be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
26. Memorandum. Upon request by either party, the parties agree to promptly execute and deliver a recordable Memorandum of this Lease in a form acceptable to both parties, which may be recorded by the party requesting the Memorandum of Lease.
27. Brokers. If either party is represented by a real estate broker in this transaction, that party shall be responsible for any fee due to such broker and shall hold the other party harmless from any claims for commission by such broker.
28. Counterparts. This Lease may be signed in counterparts by the parties hereto each of which counterparts shall be considered an original.
29. Survival. The provisions of this Lease relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Lease. Additionally, any provisions of this Lease which require performance subsequent to the termination or expiration of this Lease shall also survive such termination or expiration.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

LANDLORD:

CITY OF MAPLE PLAIN, a Minnesota municipal corporation

By: _____

Its Mayor

By: _____

Its Administrator

TENANT:

T-Mobile Central LLC, a Delaware limited liability company

By: _____
Its: Area Director, Network Eng. & Ops.

EXHIBIT A

LEGAL DESCRIPTION OF OWNER'S PROPERTY:

Real Property in Hennepin County, Minnesota, described as follows:

*THE NORTH 4 RODS OF SOUTH 30 RODS OF WEST 12 RODS OF SOUTHWEST ¼ OF SOUTHEAST ¼ of
Section 24, Township 118, Range 24, EXCEPT ROAD.*

PID# 24-118-24-43-0005

EXHIBIT B

APPROVED DRAWING OF COMMUNICATION FACILITIES WITH LOCATIONS



| | | |
|---|------|------------------|
| Owner: City of Maple Plain, P. O. Box 97, Maple Plain, MN 55359 | Date | August 15, 2016 |
| Contractor: Ryan Contracting Co., 26480 France Ave., P. O. Box 246, Elko New Market, MN 55020 | | |
| Bond Co: Arch Ins. Co., 300 Plaza Three, Jersey City, NJ 07311 | | Bond No: 1136225 |

CHANGE ORDER NO. 1
BUDD AVENUE STREET AND UTILITY IMPROVEMENTS
STANTEC PROJECT NO. 193803417

Description of Work

This Change Order provides for the removal and disposal of the existing Frontier Communications ductwork along Budd Avenue between Independence Street and station 11+50. This Change Order provides for all labor and materials to complete this work. No further compensation is provided to the Contractor for this additional work.

| No. | Item | Unit | Contract Quantity | Unit Price | Total Amount |
|----------------------------------|--|------|-------------------|------------|--------------------|
| CHANGE ORDER NO. 1 | | | | | |
| 1 | REMOVE & DISPOSE EXISTING DUCTWORK FROM INDEPENDENT TO STATION 11+50 | LF | 1050 | \$22.00 | \$23,100.00 |
| 2 | BULKHEAD DUCT | EA | 4 | \$350.00 | \$1,400.00 |
| TOTAL CHANGE ORDER NO. 1: | | | | | \$24,500.00 |

| | |
|---|--------------|
| Original Contract Amount | \$885,269.00 |
| Previous Change Orders | \$0.00 |
| This Change Order | \$24,500.00 |
| Revised Contract Amount (including this change order) | \$909,769.00 |

CHANGE IN CONTRACT TIMES

Original Contract Times:

- Substantial Completion (days or date):
- Ready for final Payment (days or date):

Increase of this Change Order:

- Substantial Completion (days or date):
- Ready for final Payment (days or date):

Contract Time with all approved Change Orders:

- Substantial Completion (days or date):
- Ready for final Payment (days or date):

Recommended for Approval by:

STANTEC

Date:

Approved by Contractor:

RYAN CONTRACTING CO.

Approved by Owner:

CITY OF MAPLE PLAIN

Date

Date

- cc: Owner
- Contractor
- Bonding Company
- Stantec



Agenda Information Memorandum
August 22, 2016 - Maple Plain City Council

8. NEW BUSINESS

E. CHANGE ORDER NO. 1 – BUDD AVENUE UTILITY & STREET IMPROVEMENTS

ACTION TO BE CONSIDERED

To approve Change Order No. 1 in the amount of \$24,500 to Ryan Contracting Co., contingent upon Frontier Communications entering into an agreement with the City of Maple Plain.

FACTS

- Due to conflicts with utility and street improvements on Budd Avenue, Frontier Communications (Frontier) needed to relocate their existing utilities on the west side of Budd Avenue.
- Frontier hired their own contractor to do the relocation work on the site.
- Frontier contacted the City about working with the City's Contractor to remove their existing duct work along the project that is now abandoned.
- Removal during utility and street reconstruction will avoid some street restoration work that would be removed again during construction.
- The City contacted Ryan Contracting Co. to get pricing for this work, and their pricing is reflected in Change Order No. 1.
- The City reviewed this pricing with Frontier, and Frontier agreed to proceed with working with the City Contractor.
- The City Attorney has drafted an agreement between Frontier and the City of Maple Plain related to payment for this work, and the City anticipates the agreement will be signed soon.

ATTACHMENTS

Attached - Change Order No. 1