

## KASSON CITY COUNCIL REGULAR MEETING AGENDA

Wednesday, February 13, 2019

6:00 PM

### PLEDGE OF ALLIANCE

#### 6:00 A. COUNCIL

1. Approve agenda - Make additions, deletions or corrections at this time.
2. Consent Agenda - All matters listed under Item 2, Consent Agenda, are considered to be routine and non-controversial by the City Council and will be enacted with one motion. There will not be separate discussion of these items unless a Council Member so requests, in which case the item will be removed from the Consent Agenda and will be considered separately.
  - a. Minutes from January 23, 2019
  - b. Claims processed after the January 23, 2019 regular meeting, as audited for payment
  - c. Conferences:  
Linda Rappe IIMC Annual Conf Birmingham, AL 5/19-23/19 \$600 + travel approx. \$400 (Ms. Rappe will pay for her own accommodations and all other expenses)
  - d. Acknowledgement of Committee Minutes  
EDA 1-8-19
  - e. Resolution for Premises Permit for Charitable Gambling at Pete's Repeat by Dodge County Youth Hockey
  - f. Pay Request #15 – SL Contracting 2017 Street Project \$85,143.09

#### B. VISITORS TO THE COUNCIL

1. CMPAS
2. Jim McAndrews – Resolution Accepting Donation from Kasson Fire Relief to Kasson Fire Dept
3. Joe Fitch – Resolution Accepting Donation from Dover Fire

#### C. PUBLIC FORUM

- May not be used to continue discussion on an agenda item that already had been held as a public hearing.
- This section is limited to 15 minutes and each speaker is limited to 4 minutes.
- Speakers not heard will be first to present at the next Council meeting.
- Speakers will only be recognized once.
- Matters under negotiation, litigation or related to personnel will not be discussed.
- Questions posed by a speaker will generally be responded to in writing.
- Speakers will be required to state their name and their address for the record.

#### D. PUBLIC HEARING

1. SEMMCHRA Public Hearing

#### E. COMMITTEE REPORT

1. Ice Arena – County Fair July 17-20 – Lost revenue and Additional costs

#### F. OLD BUSINESS

1. Adopt Cogeneration Rates

2. Updated Attorney Contract

**G. NEW BUSINESS**

**H. MAYOR'S REPORT**

1. Appoint Three City Trustees to the Fire Relief Association
  - i. one elected official
  - ii. another elected or appointed official
  - iii. Fire Chief

**I. ADMINISTRATORS REPORT**

**J. ENGINEER'S REPORT**

1. TH 57 Reconstruction Project
  - a. Citizens Advisory Recommendation Memo
  - b. Roadway Typical Section
  - c. Streetscape – Base Project Concept A
  - d. Wayfinding Examples
  
2. Notice of Annual Distribution

**K. PERSONNEL**

1. Updated Personnel Handbook

**L. ATTORNEY**

1. Closed Session – Litigation
2. Closed Session – Property Discussion

**M. CORRESPONDENCE**

1. January Department Head Meeting Notes
2. Dodge County Comp Plan Meeting - Rescheduled
3. Zumbro Water Trail
4. 2019 Open Book Meeting
5. CMMPA information
6. PD Stats for January 2019

**N. ADJOURN**

Please go to [www.cityofkasson.com](http://www.cityofkasson.com) for full video

**KASSON CITY COUNCIL REGULAR MEETING MINUTES  
January 23, 2019**

Pursuant to due call and notice thereof, a regular City Council meeting was held at City Hall on the 23rd day of January, 2019 at 6:00 P.M.

**THE FOLLOWING MEMBERS WERE PRESENT:** Burton, Egger, Ferris and McKern

**THE FOLLOWING MEMBERS WERE ABSENT:** Zelinske

**THE FOLLOWING WERE ALSO PRESENT:** City Administrator Coleman, City Clerk Rappe, City Engineer Theobald, Public Works Director Charlie Bradford, Police Chief Kent Berghuis, Finance Director Zaworski, Candy McKern, Mike Marti, Rich Massey and David Martin

**PLEDGE OF ALLIEGENCE**

**APPROVE AGENDA**

Add: F.1 Fire Department Banquet update - Burton

Add: G.2 Peoples Energy Co-op meeting update - Egger

**Motion to Approve the Amended Agenda made by Councilperson Burton, second by Councilperson Egger with All Voting Aye.**

**CONSENT AGENDA**

Minutes from January 9, 2019

Claims processed after the January 9, 2019 regular meeting, as audited for payment in the amount of \$530,419.56

Resolution Accepting Donations for the Kasson Fire Department

Resolution Accepting Donations for the Park and Recreation Department

Acknowledge Committee Minutes:

Planning Commission December 10, 2018

Library Board Minutes November 13, 2018

Library Board Minutes December 11, 2018

Conferences:

Linda Rappe	MCFOA Annual Conf	Mar. 19-22	St. Cloud	\$275 + Expenses
Jeff Ulve	MRWA Tech Conf	Mar 3-5	St. Cloud	\$240 + Expenses
Dave Vosen	WW Operators Conf	Mar 27-29	Brooklyn Park	\$390 + Expenses
Dan Trapp	WW Operators Conf	Mar 27-29	Brooklyn Park	\$390 + Expenses

Evaluations:

Nancy Hackenmiller Libr Asst Increase to Grade 3 Step 4 at \$17.73ph eff 1-1-19

**Motion to Approve the Consent Agenda made by Councilperson Ferris, second by Councilperson Burton with All Voting Aye.**

**VISITORS TO THE COUNCIL**

**PUBLIC FORUM**

**PUBLIC HEARING**

**COMMITTEE REPORT**

**OLD BUSINESS**

**Report on fire department banquet** – Councilmember Burton stated that he was privileged to attend the banquet. The Fire Department recognized Chris Schuh as EMS responder of the year, Cody Miller as Fire responder of the year, Lindsey Derby as Community Outreach person of the year and Fire Fighter of the Year was Curtis Alexander. The Fire Department promoted eight firemen from probationary to regular status and recognized individuals with years of service.

**NEW BUSINESS**

**Attorney Contract** – Councilmember Burton would like the outside counsel to come before the City Council for approval in regard to the last paragraph. Administrator Coleman will request changes and bring this back to the next meeting.

**Peoples Energy Co-op Meeting Update** – Councilmember Egger is on the board of People’s Energy Co-op and reported on their last meeting. They are looking at changing a rate for some of the residents in Kasson.

**MAYOR’S REPORT**

Mayor McKern stated that he gave a report at the Annual Chamber Meeting last week.

**ADMINISTRATORS REPORT**

**Hindermann Property for Sale** – Administrator Coleman stated that if the Council is interested in this property she will post a closed session for the next meeting. The property was on the City’s radar before. The Council agreed to have a conversation at the next meeting.

**Electric Utility Territory** – Administrator Coleman stated that there are some homes in Blaine’s 12<sup>th</sup> addition that are in the city limits but not in the City electric territory and the Dollar General is in the city limits and in our territory but is served by Xcel. A source of funds to purchase electric territory could be a disbursement for COMPAS.

**Water Truck Sale** – \$1,000 has been offered for an old water truck that is not capable of being DOT certified and has been sitting there for 6 years. Public Works Director Bradford stated that he would have to pay to have it junked. **Motion to approve the sale of the water truck for \$1,000 made by Councilmember Burton, second by Councilmember Egger with All Voting Aye.**

**Phasing Tool Available** – The Electric Department purchased a phasing tool that costs about \$5,000 and our Electric Supervisor is putting feelers out about renting it to other companies or cities to recoup some of the cost.

**Liquor Store 70<sup>th</sup> Anniversary** - The Liquor Store is 70 years old this year. Liquor Store Manager Pletta would like to plan something for around October.

#### **ENGINEER'S REPORT**

**WHKS Fee Schedule** – Engineer Theobald went over fee schedule and this is up 3 to 4 %. **Motion to Approve the WHKS Fee Schedule made by Councilmember Egger, second by Councilmember Ferris with All Voting Aye.**

**Storm Water Management** – Engineer Theobald stated this came up at planning commission with the Marti addition. Past practice has been to put it in developer's hands for them to talk to the neighboring land owner and figure it out. The developer would like the city to take the lead. The storm water management section in the Comp Plan encourages the City to figure out storm pond locations. The bigger question is how to pay for it; with land normally outside of the city limits. There is an option for the City to build ponds and charging the costs back to the developer. Mr. Marti should sit down with the adjacent land owner to work through the storm water situation. Rich Massey stated that Mr. Marti has been talking with Dean Schutte. Additionally, the City will need a pond for the development on 16<sup>th</sup> St NE. David Martin stated that it would be beneficial for the City to secure land for ponds. Engineer Theobald stated that he would have conversations with the developer, surveyor and adjacent landowner.

**TH 57 Partnership Agreement** – Engineer Theobald stated this is an agreement between the City and MnDOT. This partnership is basically for the engineering services for reconstruction of Highway 57. MnDOT will take the plan and build the improvements in 2021. **Motion to Approve the Agreement made by Councilmember Burton, second by Councilmember Egger with All Voting Aye.**

#### **TH 57 – Upcoming Meetings:**

Citizens Advisory Meeting – Engineer Theobald stated that a meeting will be held Thursday, January 24 at City Hall. The committee consists of: Engineer Theobald, Administrator Coleman, EDA Coordinator Stephanie Lawson, Public Works Director Bradford. Councilmembers Ferris and Egger, Liquor Store Manager Cathy Pletta, County Commissioner Tim Tjosaas and Misplaced Magnolia owner Jeanine Hensley.

Public Meeting – January 29<sup>th</sup> – 6PM at the Kasson Public Library

Businesses and Homeowner Meeting – These are yet to be determined. There will be separate meetings for the businesses and residents.

**TH 57 HKG – Streetscaping scoping contract** – Engineer Theobald stated that the Comp Plan has a section on making the downtown and Highway 57 more aesthetically pleasing. The City could do a project during the reconstruction of the Highway 57 project. Administrator Coleman stated that EDA Coordinator Lawson has had conversations with MnDOT for landscaping at the Highway 14 entrance. MnDOT makes grants available annually. **Motion to Approve the Contract made by Councilmember Burton, second by Councilmember Ferris with All Voting Aye.**

**PERSONNEL**

Hire Part Time Police Officer – **Motion to Hire Tyler Bruer as PT Police Officer made by Councilmember Egger, second by Councilmember Burton with All Voting Aye.**

**ATTORNEY**

**CORRESPONDENCE** - Correspondence was reviewed

**ADJOURN 6:32PM**

**Motion to Adjourn made by Councilperson Egger, second by Councilperson Ferris with all voting Aye to Adjourn.**

**ATTEST:**

\_\_\_\_\_  
Linda Rappe, City Clerk

\_\_\_\_\_  
Chris McKern, Mayor

## SIGNATURE PAGE

THE ATTACHED LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

THIS INCLUDES WARRANT NUMBERS:

#1 - #6

GRAND TOTAL SUBMITTED FOR PAYMENT \$ 607,595.59

DATE APPROVED: 02-13-19

#1	#60,745.13	
#2	176,800.98	
#3	44.87	
#4	350,000.00	(Transfer funds)
#5	1,791.98	
#6	18,242.63	

607,625.59

- 30.00

P607595.59

VOID Check (Fund 101)

01/31/19  
11:19:40

CITY OF KASSON  
Claim Approval List  
For the Accounting Period: 1/19  
For Pay Date: 01/31/19

# 1  
Page: 1 of 13  
Report ID: AP100V

\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
30691		5819 Allegra of Rochester	278.87					
	703841	01/29/19 Envelopes	34.86			101 140 4140	210	1010
	703841	01/29/19 Envelopes	2.79			101 191 4191	210	1010
	703841	01/29/19 Envelopes	15.34			101 210 4210	210	1010
	703841	01/29/19 Envelopes	9.76			101 220 4220	210	1010
	703841	01/29/19 Envelopes	22.31			101 310 4310	210	1010
	703841	01/29/19 Envelopes	30.68			101 510 4510	210	1010
	703841	01/29/19 Envelopes	11.15			211 550 4550	210	1010
	703841	01/29/19 Envelopes	2.79			290 650 4650	210	1010
	703841	01/29/19 Envelopes	16.73			601 944 4944	210	1010
	703841	01/29/19 Envelopes	9.76			602 947 4947	210	1010
	703841	01/29/19 Envelopes	12.55			602 948 4948	210	1010
	703841	01/29/19 Envelopes	33.46			604 959 4959	210	1010
	703841	01/29/19 Envelopes	8.37			605 964 4964	210	1010
	703841	01/29/19 Envelopes	8.37			606 516 4516	210	1010
	703841	01/29/19 Envelopes	55.77			609 976 4976	210	1010
	703841	01/29/19 Envelopes	2.79			610 984 4984	210	1010
	703841	01/29/19 Envelopes	1.39*			877 100 4000	430	1010
	703841	01/29/19 ST-Envelopes	2.47			604 959 4959	210	1010
	703841	01/29/19 ST-Envelopes	-2.47			604 2025		1010
	703841	01/29/19 ST-Envelopes	4.11			609 976 4976	210	1010
	703841	01/29/19 ST-Envelopes	-4.11			609 2025		1010
	703841	01/29/19 TrnTx-Envelopes	0.17			604 959 4959	210	1010
	703841	01/29/19 TrnTx-Envelopes	-0.17			604 2026		1010
	703841	01/29/19 TrnTx-Envelopes	0.28			609 976 4976	210	1010
	703841	01/29/19 TrnTx-Envelopes	-0.28			609 2026		1010
		Total for Vendor:	278.87					
30680		5446 ANCOM TECHNICAL CENTER INC	670.40					
	84844	01/16/19 SIREN MAINTENANCE	670.40			101 417 4417	444	1010
		Total for Vendor:	670.40					
30633		5049 ARTISAN BEER COMPANY	53.50					
	3320248	01/22/19 Beer	53.50			609 975 4975	252	1010
		Total for Vendor:	53.50					

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30634		203 BAKER & TAYLOR INC	38.12					
	2034270818	01/11/19 Book	38.12			211 550 4550	218	1010
		Total for Vendor:	38.12					
30674		5158 BATTERIES PLUS BULBS	359.80					
	P10833188	01/24/19 Lift- 6V GC2 Battery	179.90			606 516 4516	220	1010
	P10833188	01/24/19 Lift- 6V GC2 Battery	179.90			101 310 4310	220	1010
		Total for Vendor:	359.80					
30635		1012 BELLBOY CORPORATION	2,344.76					
	67986800	01/17/19 Wine	104.00			609 975 4975	251	1010
	67986800	01/17/19 Liquor	829.50			609 975 4975	251	1010
	67986800	01/17/19 Freight	14.00			609 975 4975	335	1010
	98910600	01/17/19 Olives/pickles/bitters	189.61			609 975 4975	259	1010
	68085000	01/24/19 Liquor	1,151.75			609 975 4975	251	1010
	68085000	01/24/19 Freight	22.00			609 975 4975	335	1010
	98942300	01/24/19 Bags	33.90			609 975 4975	210	1010
	98942300	01/24/19 Sales Tax bags	2.19			609 975 4975	210	1010
	98942300	01/24/19 Sales Tax Bags	-2.19			609 2025		1010
	98942300	01/24/19 Tran Tx Bags	0.16			609 975 4975	210	1010
	98942300	01/24/19 Tran Tx Bags	-0.16			609 2026		1010
		Total for Vendor:	2,344.76					
30677		4151 BLUE TARP CREDIT SERVICES	122.00					
	71105592	01/09/19 Cables/Straps	56.36			604 957 4957	220	1010
	71105592	01/09/19 Stabilizers/Straps	29.18			101 522 4522	220	1010
	71106178	01/17/19 Guage/Chuck/hook	36.46			101 522 4522	220	1010
		Total for Vendor:	122.00					
30673		2730 BOBCAT OF ROCHESTER	120.78					
	59640	01/23/19 Kit Repair 7 pin	120.78			101 312 4312	220	1010
		Total for Vendor:	120.78					

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\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
30636		5239 BREAKTHRU BEVERAGE MN WINE &	2,086.02					
	1080919541	01/23/19 Liquor	1,380.87			609 975 4975	251	1010
	1080919541	01/23/19 Wine	640.00			609 975 4975	251	1010
	1080919541	01/23/19 Bloody Mary Mix	30.00			609 975 4975	254	1010
	1080919541	01/23/19 Freight	35.15			609 975 4975	335	1010
		Total for Vendor:	2,086.02					
		*** Claim from another period (12/18) ****						
30671		5098 CARDMEMBER SERVICE	311.63					
		Postage	15.99			101 210 4210	210	1010
		Headlamp	69.45			101 210 4210	220	1010
		Router	216.24			101 210 4210	240	1010
		PCH-Interlius	9.95			101 210 4210	210	1010
30672		5098 CARDMEMBER SERVICE	348.00					
		MN Chiefs of Police	278.00			101 210 4210	334	1010
		K-9 trials	70.00			101 210 4210	333	1010
		Total for Vendor:	659.63					
30637		2416 CENTER POINT LARGE PRINT	532.08					
	1649131	01/01/19 Books	532.08			211 550 4550	218	1010
		Total for Vendor:	532.08					
30638		5825 CITY OF BYRON	30.00					
		Burton-SEMMLM Mtg	30.00			101 111 4111	333	1010
		Total for Vendor:	30.00					
		*** Claim from another period (12/18) ****						
30687		668 CONTINENTAL RESEARCH CORP	191.74					
	472834	12/21/18 Hands Down/Dispensers	191.74			101 514 4514	220	1010
		Total for Vendor:	191.74					
30639		5156 DODGE COUNTY INDEPENDENT/DODGE	292.50					
	5606	01/18/19 2019 Budget Summary	157.50			101 153 4153	351	1010
	5582	01/15/19 500 Verified Claim Forms	115.00			101 140 4140	210	1010
	5579	01/15/19 Notary Stamp-Zaworski	20.00			101 140 4140	210	1010
		Total for Vendor:	292.50					

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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
30640		266 DODGE COUNTY RECORDER	5.00					
	01/23/19	Warranty Deed Copy11/21/14-KTJ	5.00			101 140 4140	430	1010
		Total for Vendor:	5.00					
30641		21 ERDMAN'S SUPERMARKETS INC	551.95					
8	01/15/19	Festival Breakfast	551.95*			877 100 4000	430	1010
		Total for Vendor:	551.95					
30643		3148 G.F.O.A.	170.00					
	0163408 01/15/19	Zaworski Dues 3/1-12/31	141.50			101 140 4140	334	1010
	0163408 01/15/19	Zaworski Dues 1/1-2/28/20	28.50			101 1550		1010
		Total for Vendor:	170.00					
30642		3466 GALLS, LLC	176.36					
	11653020 01/04/19	Hanson-Side Pocket Trouser	66.15			101 210 4210	214	1010
	11697135 01/10/19	Hanson-Side Pocket Trouser	66.13			101 210 4210	214	1010
	11686533 01/09/19	Hanson-SL Armor	44.08			101 210 4210	214	1010
		Total for Vendor:	176.36					
30644		28 GRAYBAR ELECTRIC	179.88					
	9308097541 01/11/19	Wallplates	9.80			606 516 4516	220	1010
	9308097542 01/11/19	Ecolux Lighting	81.72			604 957 4957	220	1010
	9308097543 01/11/19	Ecolux Lighting	88.36			609 979 4979	220	1010
		Total for Vendor:	179.88					
30645		77 HAWKINS INC	8,650.09					
	4430932 01/10/19	Alum Sulf	5,658.07			602 947 4947	211	1010
	4431115 01/17/19	Chlorine/LPC-5	2,992.02			601 943 4943	210	1010
		Total for Vendor:	8,650.09					
30679		5826 HILL, KEN	227.78					
	01/25/19	WINDOW-RENTAL HOUSE	227.78			101 310 4310	400	1010
		Total for Vendor:	227.78					

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30646		3484 J. J. TAYLOR DIST. CO. OF MN	192.50					
	2893832	01/23/19 Beer	189.50			609 975 4975	252	1010
	2893832	01/23/19 Freight	3.00			609 975 4975	335	1010
		Total for Vendor:	192.50					
		*** Claim from another period (12/18) ****						
30685		3825 JOHN DEERE FINANCIAL f.s.b.	154.54					
	1232579	12/17/18 O RINGS/VALVES	154.54			602 948 4948	220	1010
		Total for Vendor:	154.54					
30647		25 JOHNSON BROTHERS LIQUOR CO	2,830.88					
	1203639	01/22/19 Liquor	1,008.96			609 975 4975	251	1010
	1203640	01/22/19 Wine	1,999.11			609 975 4975	251	1010
	1203641	01/22/19 Mix	49.50			609 975 4975	254	1010
	519534	12/24/18 Liquor	-225.00			609 975 4975	251	1010
	519534	12/24/18 Freight	-1.69			609 975 4975	335	1010
		Total for Vendor:	2,830.88					
30648		2515 LEAGUE OF MINNESOTA CITIES	1,080.00					
	286241	01/07/19 12 Patrol Subscriptions	1,080.00			101 210 4210	333	1010
		Total for Vendor:	1,080.00					
30649		5529 MANPOWER	1,427.88					
	33556590	01/20/19 Wages thru 1/20-Admin Asst	142.41*			101 140 4140	444	1010
	33556590	01/20/19 Wages thru 1/20-Admin Asst	106.81*			101 191 4191	444	1010
	33556590	01/20/19 Wages thru 1/20-Admin Asst	106.81*			601 944 4944	444	1010
	33556590	01/20/19 Wages thru 1/20-Admin Asst	106.81*			602 949 4949	444	1010
	33556590	01/20/19 Wages thru 1/20-Admin Asst	213.62*			604 959 4959	444	1010
	33556590	01/20/19 Wages thru 1/20-Admin Asst	35.58*			605 964 4964	444	1010
	33582919	01/27/19 Wages thru 1/27-Admin Asst	143.17*			101 140 4140	444	1010
	33582919	01/27/19 Wages thru 1/27-Admin Asst	107.38*			101 191 4191	444	1010
	33582919	01/27/19 Wages thru 1/27-Admin Asst	107.38*			601 944 4944	444	1010
	33582919	01/27/19 Wages thru 1/27-Admin Asst	107.38*			602 949 4949	444	1010
	33582919	01/27/19 Wages thru 1/27-Admin Asst	107.38*			604 959 4959	444	1010
	33582919	01/27/19 Wages thru 1/27-Admin Asst	214.75*			604 959 4959	444	1010
	33582919	01/27/19 Wages thru 1/27-Admin Asst	35.78*			605 964 4964	444	1010
		Total for Vendor:	1,427.88					

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30650		2478 MENARDS-ROCHESTER SOUTH	44.99					
	01/25/19	Vented 4 Shelf	44.99			602 947 4947	240	1010
		Total for Vendor:	44.99					
30651		4636 METERING & TECHNOLOGY SOLUTIONS	1,584.00					
	13355 01/08/19	12 Meters- Dial HRE	1,380.00			601 943 4943	260	1010
	13355 01/08/19	12 Meters- Dial HRE	1,380.00			602 948 4948	260	1010
	13390 01/11/19	Cr- 12 Meters	-588.00			601 943 4943	260	1010
	13390 01/11/19	Cr- 12 Meters	-588.00			602 948 4948	260	1010
		Total for Vendor:	1,584.00					
30675		729 MN DEPT OF PUBLIC SAFETY	400.00					
	2018M99265 01/24/19	Haz Mat Resp Act	75.00			101 514 4514	430	1010
	2018M99265 01/24/19	Haz Chem Inventory	25.00			101 514 4514	430	1010
	2018M99458 01/29/19	Haz Mat Resp Act	75.00			601 943 4943	430	1010
	2018M99458 01/29/19	Haz Chem Inventory	25.00			601 943 4943	430	1010
	2018M99457 01/29/19	Haz Mat Resp Act	75.00			601 943 4943	430	1010
	2018M99457 01/29/19	Haz Chem Inventory	25.00			601 943 4943	430	1010
	2018M99456 01/29/19	Haz Mat Resp Act	75.00			601 943 4943	430	1010
	2018M99456 01/29/19	Haz Chem Inventory	25.00			601 943 4943	430	1010
		Total for Vendor:	400.00					
30652		2344 MN VALLEY TESTING LABORATORIES	433.25					
	957438 01/15/19	Susp Solids/Merc Testing	433.25			602 947 4947	440	1010
		Total for Vendor:	433.25					
30681		226 MN WASTEWATER OPERATORS ASSN	50.00					
		BRADFORD DUES '19 & '20	25.00*			602 949 4949	334	1010
		ULVE DUES '19 & '20	25.00*			602 949 4949	334	1010
		Total for Vendor:	50.00					
30653		60 NORTHERN BEVERAGE DIST. CO. LL	3,605.40					
	407903 01/24/19	Beer	3,603.40			609 975 4975	252	1010
	407903 01/24/19	Freight	2.00			609 975 4975	335	1010
		Total for Vendor:	3,605.40					

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CITY OF KASSON  
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\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
30654		983 OLMSTED MEDICAL CENTER	130.00					
	01/08/19 1	Pre-Placement Exam	130.00*			101 210 4210	440	1010
		Total for Vendor:	130.00					
		*** Claim from another period (12/18) ****						
30656		5366 PARSONS	375.00					
	45429 12/31/18	Restart/Repair Cameras	187.50			211 550 4550	400	1010
	44890 12/31/18	Restart/Repair Cameras	187.50*			101 210 4210	440	1010
		Total for Vendor:	375.00					
30655		2876 PAUSTIS WINE COMPANY	2,601.15					
	38277 01/16/19	Wine	2,567.40			609 975 4975	251	1010
	38277 01/16/19	Freight	33.75			609 975 4975	335	1010
		Total for Vendor:	2,601.15					
30657		23 PHILLIPS WINE & SPIRITS	2,569.57					
	2493061 01/22/19	Liquor	1,837.97			609 975 4975	251	1010
	2493062 01/22/19	Wine	731.60			609 975 4975	251	1010
		Total for Vendor:	2,569.57					
30682		396 PROLINE DIST. INC.	101.58					
	130298 01/21/19	HEX NUT/WASHER/TIES	14.52			101 310 4310	220	1010
	130298 01/21/19	HEX NUT/WASHER/TIES	14.51			101 312 4312	220	1010
	130298 01/21/19	HEX NUT/WASHER/TIES	14.51			101 517 4517	220	1010
	130298 01/21/19	HEX NUT/WASHER/TIES	14.51			601 943 4943	220	1010
	130298 01/21/19	HEX NUT/WASHER/TIES	14.51			602 948 4948	220	1010
	130298 01/21/19	HEX NUT/WASHER/TIES	14.51			604 957 4957	220	1010
	130298 01/21/19	HEX NUT/WASHER/TIES	14.51			605 963 4963	220	1010
	130298 01/21/19	ST - HEX NUT/WASHER/TIES	1.00			604 957 4957	220	1010
	130298 01/21/19	ST - HEX NUT/WASHER/TIES	-1.00			604	2025	1010
	130298 01/21/19	TRN TX - HEX NUT/WASHER/TIES	0.08			604 957 4957	220	1010
	130298 01/21/19	TRN TX - HEX NUT/WASHER/TIES	-0.08			604	2026	1010
		Total for Vendor:	101.58					

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30658		477 RESCO	693.08					
	739135	01/17/19 Parts-Transf	693.08			604 957 4957	220	1010
		Total for Vendor:	693.08					
30659		63 SCHOTT DIST CO INC	12,766.30					
	340192	01/17/19 Beer	4,553.10			609 975 4975	252	1010
	340192	01/17/19 NA Beverage	88.00			609 975 4975	254	1010
	340863	01/24/19 Beer	8,085.20			609 975 4975	252	1010
	340863	01/24/19 NA Beverage	40.00			609 975 4975	254	1010
		Total for Vendor:	12,766.30					
30683		2843 SCSU CENTER FOR CONTIN STUDIES	275.00					
		MCFOA CONF REG-RAPPE	275.00			101 140 4140	333	1010
		Total for Vendor:	275.00					
30660		3850 SOUTHERN GLAZER'S OF MN	1,300.81					
	1777926	01/23/19 Liquor	688.85			609 975 4975	251	1010
	1777926	01/23/19 Wine	590.00			609 975 4975	251	1010
	1777926	01/23/19 Freight	21.96			609 975 4975	335	1010
		Total for Vendor:	1,300.81					
30661		5614 STAPLES ADVANTAGE	242.29					
	92723295	01/09/19 Binder	62.17			101 140 4140	210	1010
	92723295	01/09/19 Printer Cartridges-Rapp	123.67			101 140 4140	210	1010
	94993979	01/24/19 Printer Cartridges-Rapp	-51.39			101 140 4140	210	1010
	94994064	01/24/19 Ink Roller/Labeler	71.88			609 976 4976	210	1010
	94994064	01/24/19 ST-Roller/Labeler	4.95			609 976 4976	210	1010
	94994064	01/24/19 ST-Roller/Labeler	-4.95			609 2025		1010
	94994064	01/24/19 Tran Tx-Roller/Labeler	0.36			609 976 4976	210	1010
	94994064	01/24/19 Tran Tx-Roller/Labeler	-0.36			609 2026		1010
	94994067	01/24/19 Labels	22.77			609 976 4976	210	1010
	94994067	01/24/19 ST -Labels	1.57			609 976 4976	210	1010
	94994067	01/24/19 ST -Labels	-1.57			609 2025		1010
	94994067	01/24/19 Trn Tx-Labels	0.12			609 976 4976	210	1010
	94994067	01/24/19 Trn Tx-Labels	-0.12			609 976 4976	210	1010
	94994067	01/24/19 PC Speakers	13.19			101 140 4140	210	1010
		Total for Vendor:	242.29					

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30662		79 STREICHER'S	100.00					
	I1348763	01/15/19 Vest Repair	100.00			101 210 4210	400	1010
		Total for Vendor:	100.00					
30663		3689 SUPERIOR MECHANICAL	430.31					
	1900329	01/21/19 Heating Repair	430.31			609 979 4979	400	1010
		Total for Vendor:	430.31					
30664		498 TEIGEN PAPER & SUPPLY INC	85.97					
	348338	01/02/19 Roll Towels	60.94			101 210 4210	210	1010
	349011	01/14/19 Bowl Cleaner	25.03			101 140 4140	210	1010
		Total for Vendor:	85.97					
30665		123 THRONDSOON OIL & LP GAS CO	1,849.75					
	342739	01/23/19 P. Diesel/ #1 Diesel	739.90			101 310 4310	210	1010
	342739	01/23/19 P. Diesel/ #1 Diesel	739.90			101 312 4312	210	1010
	342739	01/23/19 P. Diesel/ #1 Diesel	92.49			601 943 4943	210	1010
	342739	01/23/19 P. Diesel/ #1 Diesel	92.49			602 948 4948	210	1010
	342739	01/23/19 P. Diesel/ #1 Diesel	92.49			604 957 4957	210	1010
	342739	01/23/19 P. Diesel/ #1 Diesel	92.48			605 963 4963	210	1010
	342739	01/23/19 Sales Tax	6.36			604 957 4957	210	1010
	342739	01/23/19 Sales Tax	-6.36			604	2025	1010
	342739	01/23/19 Tran Tx	0.47			604 957 4957	210	1010
	342739	01/23/19 Tran Tx	-0.47			604	2026	1010
		Total for Vendor:	1,849.75					
30684		4798 TOYOTA-LIFT OF MINNESOTA INC	2,596.68					
	W216963	01/24/19 BRAKE AND CYLINDER REPAIR	370.96			101 310 4310	400	1010
	W216963	01/24/19 BRAKE AND CYLINDER REPAIR	370.96			101 312 4312	400	1010
	W216963	01/24/19 BRAKE AND CYLINDER REPAIR	370.96			101 517 4517	400	1010
	W216963	01/24/19 BRAKE AND CYLINDER REPAIR	370.95			601 943 4943	400	1010
	W216963	01/24/19 BRAKE AND CYLINDER REPAIR	370.95			602 948 4948	400	1010
	W216963	01/24/19 BRAKE AND CYLINDER REPAIR	370.95			604 957 4957	400	1010
	W216963	01/24/19 BRAKE AND CYLINDER REPAIR	370.95			605 963 4963	400	1010
	W216963	01/24/19 ST - BRAKE AND CYLINDER REPAI	25.51			604 957 4957	400	1010
	W216963	01/24/19 ST - BRAKE AND CYLINDER REPAI	-25.51			604	2025	1010

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CITY OF KASSON  
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\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	W216963	01/24/19 TRN TX - BRAKE AND CYLINDER R	1.86			604 957 4957	400	1010
	W216963	01/24/19 TRN TX - BRAKE AND CYLINDER R	-1.86			604 2026		1010
		Total for Vendor:	2,596.68					
30689		2326 TRAPP, DANIEL	129.99					
		Trapp-Jacket	129.99			602 948 4948	214	1010
		Total for Vendor:	129.99					
30690		3430 U.S. ICE RINK ASSOCIATION	75.00					
	8498	01/14/19 Howarth-STAR Mbrshp 3/15-12/31	60.00			606 516 4516	334	1010
	8498	01/14/19 Howarth-STAR Mbrshp 1/16-3/15/	15.00			606 1550		1010
		Total for Vendor:	75.00					
		*** Claim from another period (12/18) ****						
30666		319 UNGER, RON	122.51					
		Meals- No. Green Expo	80.51			101 517 4517	333	1010
		Parking-No. Green Expo	42.00			101 517 4517	333	1010
		Total for Vendor:	122.51					
30667		939 USA BLUEBOOK	1,507.64					
	778720	01/08/19 Fluoride/Chlorine	396.00			601 943 4943	210	1010
	778720	01/08/19 Waders/Monitors	978.57			602 947 4947	210	1010
	780295	01/09/19 Poxymgrid Wire	55.95			602 947 4947	210	1010
	783041	01/11/19 Glass Fiber Filter	256.35			602 947 4947	210	1010
	789083	01/17/19 Cr-Micro Monitors	-425.85			602 947 4947	220	1010
	786884	01/16/19 ZXT Insulator Waders	246.62			602 947 4947	220	1010
		Total for Vendor:	1,507.64					
30676		388 WESCO RECEIVABLES CORP	2,273.04					
	465972	01/11/19 Skirt Ter/Splice/Cap	2,179.78			604 957 4957	220	1010
	410451	11/28/18 Cr- Ground connector	-174.10			604 957 4957	220	1010
	466991	01/14/19 Bronze Vise	267.36			604 957 4957	220	1010
		Total for Vendor:	2,273.04					
30668		2407 WINE MERCHANTS	796.00					
	7219498	01/22/19 Wine	796.00			609 975 4975	251	1010
		Total for Vendor:	796.00					

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CITY OF KASSON  
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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
*** Claim from another period (12/18) ****								
30669		2427 XCEL ENERGY Util Sv NW LiftSta 12/15-12/31	89.38 89.38			602 948 4948	380	1010
30670		2427 XCEL ENERGY Util Serv-NW Lift Sta 1/1-1/16	89.38 89.38			602 948 4948	380	1010
Total for Vendor:			178.76					
# of Claims			56	Total:	60,745.13			



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CITY OF KASSON  
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CITY OF KASSON  
401 5TH STREET SE  
KASSON, MN 55944-2204

The claim batch dated \_\_\_\_\_ are approved for payment.

APPROVED \_\_\_\_\_ Council Member

\_\_\_\_\_ Council Member

*See attached invoice*  
*[Handwritten signature]*

02/01/19  
08:28:18

CITY OF KASSON  
Claim Approval List  
For the Accounting Period: 12/18  
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#2

\* ... Over spent expenditure

Claim	Vendor #/Name/ Check Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
30692	2410 CENTRAL MN MUNICIPAL POWER AGE	176,800.98					
6444	10/31/18 CMPA DUES-OCTOBER	2,500.00			604 959 4959	334	1010
6444	10/31/18 OCTOBER FEES FOR SERVICES	9,964.85			604 959 4959	430	1010
6444	10/31/18 OCTOBER PURCH'D POWER	135,419.11			604 956 4956	381	1010
6444	10/31/18 OCTOBER TRANSMISSION	28,091.18			604 956 4956	381	1010
6444	10/31/18 OCTOBER CAPACITY	-341.00			604 956 4956	381	1010
6444	10/31/18 OCTOBER CIP	1,166.84			604 959 4959	429	1010
	# of Claims	1	Total:				176,800.98

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CITY OF KASSON  
Fund Summary for Claims  
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Fund/Account	Amount
604 Electric Fund 1010 CASH-OPERATING	\$176,800.98
Total:	\$176,800.98

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02/01/19  
08:28:20

CITY OF KASSON  
Claim Approval Signature Page  
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CITY OF KASSON  
401 5TH STREET SE  
KASSON, MN 55944-2204

The claim batch dated \_\_\_\_\_ are approved for payment.

APPROVED \_\_\_\_\_ Council Member  
\_\_\_\_\_ Council Member

*Sec Signature Page*

CITY OF KASSON  
Claim Approval List  
For the Accounting Period: 1/19  
For Pay Date: 02/01/19

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08:35:17

\* ... Over spent expenditure

Claim/	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
30693	E	5691 FURTHER-FSA		44.87			101	2177	1010
38904403		01/22/19 FLEX REIMBURSEMENT		44.87					
		Total for Vendor:		44.87					
		# of Claims	1	Total:					
		Total Electronic Claims		44.87					
		Total Non-Electronic Claims		44.87					

Fund/Account	Amount
101 General Fund 1010 CASH-OPERATING	\$44.87
Total:	\$44.87

CITY OF KASSON  
401 5TH STREET SE  
KASSON, MN 55944-2204

The claim batch dated \_\_\_\_\_ are approved for payment.

*[Handwritten initials]*

APPROVED \_\_\_\_\_ Council Member

*[Handwritten signature]*

\_\_\_\_\_ Council Member

*[Handwritten signature]*

02/01/19  
08:52:13

CITY OF KASSON  
Claim Approval List  
For the Accounting Period: 1/19  
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\* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
30694	E	34 CITY OF KASSON		350,000.00					
		TRANSFER FROM LS DEPOSITORY AC		350,000.00			609 1010		1010
		# of Claims	1	Total: 350,000.00					
		Total Electronic Claims		350,000.00	Total Non-Electronic Claims				

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CITY OF KASSON  
Fund Summary for Claims  
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Fund/Account	Amount	
609 Liquor Fund 1010 CASH-OPERATING	\$350,000.00	
Total:	\$350,000.00	

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CITY OF KASSON  
Claim Approval Signature Page  
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CITY OF KASSON  
401 5TH STREET SE  
KASSON, MN 55944-2204

The claim batch dated \_\_\_\_\_ are approved for payment.

APPROVED See signature page Council Member  
\_\_\_\_\_ Council Member

#5

02/05/19  
09:43:04

CITY OF KASSON  
Claim Approval List  
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\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
*** Claim from another period ( 1/19) ****								
30716	E	5691 FURTHER-FSA	812.39					
		38907149 01/29/19 FLEX REIMBURSEMENTS	812.39			101 2177		1010
		Total for Vendor:	812.39					
*** Claim from another period ( 1/19) ****								
30717	E	3785 I.R.S.	138.99					
		01/28/19 SS MATCH-S.T.D.	35.39			101 210 4210	122	1010
		01/28/19 MEDICARE MATCH-S.T.D.	8.28			101 210 4210	123	1010
		01/28/19 SS MATCH-S.T.D.	77.26			211 550 4550	122	1010
		01/28/19 MEDICARE MATCH-S.T.D.	18.06			211 550 4550	123	1010
		Total for Vendor:	138.99					
*** Claim from another period (12/18) ****								
30719		92 MN DNR-OMB	840.60					
		1968-1609 01/28/19 '18 ANN'L WATER PERMIT	840.60			601 943 4943	430	1010
		Total for Vendor:	840.60					
		# of Claims	3	Total:				1,791.98
		Total Electronic Claims						951.38
		Total Non-Electronic Claims						840.60

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CITY OF KASSON  
Fund Summary for Claims  
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Fund/Account	Amount
101 General Fund	
1010 CASH-OPERATING	\$856.06
211 Library Fund	
1010 CASH-OPERATING	\$95.32
601 Water Fund	
1010 CASH-OPERATING	\$840.60
Total:	\$1,791.98

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02/05/19  
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CITY OF KASSON  
Claim Approval List  
For the Accounting Period: 2/19  
For Pay Date: 02/14/19

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For Pay Date = 02/14/19

\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
30728		203 BAKER & TAYLOR INC	70.60					
	2034293366	01/22/19 BOOKS	55.61			211 550 4550	218	1010
	2034301689	01/25/19 BOOKS	14.99			211 550 4550	218	1010
		Total for Vendor:	70.60					
30710		5829 BOLLUM, BRAD	119.48					
	1017-02	01/25/19 RL/WA MTR DEP REFUND AFT APPL	119.48			604 2212		1010
		Total for Vendor:	119.48					
30720		30 CMS OF ROCHESTER	3,997.86					
	19-115	01/31/19 KA BLDG-MILEAGE	288.26			101 240 4240	331	1010
	19-115	01/31/19 KA BLDG-INSPECTION FEES	3,709.60			101 240 4240	444	1010
		Total for Vendor:	3,997.86					
30695		5224 COLEMAN, THERESA	117.20					
	02/01/19	ROOM-LMC EXP OFFIC CONF	117.20			101 140 4140	332	1010
		Total for Vendor:	117.20					
30729		4271 EGGLE, DAN	199.41					
	02/05/19	MILES-EDA MTGS	44.08			101 111 4111	333	1010
	02/05/19	MILES-SEMLM MTG	6.96			101 111 4111	333	1010
	02/05/19	MILES-PRC MAC	26.68			101 111 4111	333	1010
	02/05/19	MILES-LMC EXPR OFFIC CONF	105.56			101 111 4111	333	1010
	02/05/19	MEAL-LMC EXPR OFFIC CONF	16.13			101 111 4111	333	1010
		Total for Vendor:	199.41					
30696		3466 GALLS, LLC	109.58					
	011744475	01/16/19 HANSON-ARMORSKIN SHIRT	49.59			101 210 4210	214	1010
	011754576	01/17/19 STRADTMANN-TROUSER	59.99			101 210 4210	214	1010
		Total for Vendor:	109.58					
30697		28 GRAYBAR ELECTRIC	443.45					
	9308121175	01/14/19 LED LIGHTING	443.45			606 516 4516	220	1010
		Total for Vendor:	443.45					

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CITY OF KASSON  
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For Pay Date = 02/14/19

\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
30698		5064 HOMETOWN HAULERS LLC	1,072.45					
	44637	02/01/19 JAN. GARBAGE-C H	28.59			101 323 4323	430	1010
	44637	02/01/19 JAN. GARBAGE-LIBRARY	46.59			101 323 4323	430	1010
	44637	02/01/19 JAN. GARBAGE-WWTF	139.06			602 947 4947	430	1010
	44637	02/01/19 JAN. GARBAGE-SHOP	179.91			101 323 4323	430	1010
	44637	02/01/19 JAN. GARBAGE-F D	69.45			101 323 4323	430	1010
	44637	02/01/19 JAN. GARBAGE-L S	50.47			101 323 4323	430	1010
	44637	02/01/19 JAN. GARBAGE-PARKS	430.97			101 323 4323	430	1010
	44637	02/01/19 JAN. GARBAGE-P D	30.06			101 323 4323	430	1010
	44637	02/01/19 JAN. GARBAGE-ARENA	97.35			606 516 4516	430	1010
		Total for Vendor:	1,072.45					
30721		37 KMTELECOM	3,372.78					
		BALANCE WILL BE SPLIT BY FUND AT A FUTURE DATE.						
		02/01/18 PHONES-CITYWIDE	3,372.78			101 140 4140	321	1010
		Total for Vendor:	3,372.78					
30699		3018 LINDGREN, PAUL	88.04					
		01/23/19 TASER HOLSTER	88.04			101 210 4210	240	1010
		Total for Vendor:	88.04					
30700		144 MN POLLUTION CONTROL AGENCY	780.00					
		01/23/19 VOSEN-WW OPER CONF	390.00			602 947 4947	333	1010
		01/23/19 TRAPP-WW OPER CONF	390.00			602 947 4947	333	1010
		Total for Vendor:	780.00					
30701		264 MN RURAL WATER ASSN	240.00					
		01/23/19 ULVE-'19 TECH. CONF.	240.00			601 944 4944	333	1010
		Total for Vendor:	240.00					
30722		2344 MN VALLEY TESTING LABORATORIES	433.25					
		959317 01/29/19 SUSP. SOLIDS/MERC TESTING	433.25			602 947 4947	440	1010
		Total for Vendor:	433.25					

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14:45:26

CITY OF KASSON  
Claim Approval List  
For the Accounting Period: 2/19  
For Pay Date: 02/14/19

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For Pay Date = 02/14/19

\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Data/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
30711		5830 MORAN, AUTUMN	85.70					
	1373-14	01/25/19 RL MTR DEP REFUND AFT APPL TO	85.70			604 2212		1010
		Total for Vendor:	85.70					
30702		3716 MPSTMA	60.00					
	02/01/19	UNGER-'19 DUES	60.00			101 510 4510 334		1010
		Total for Vendor:	60.00					
30712		5831 NEESER, HERBERT	103.94					
	0914-06	01/25/19 RL MTR DEP REFUND AFT APPL TO	103.94			604 2212		1010
		Total for Vendor:	103.94					
30723		2696 NELSON ELECTRIC MOTOR REPAIR INC	1,289.00					
	8807	01/23/19 REPAIRS TO MAIN LIFT STAT	1,289.00			602 948 4948 400		1010
		Total for Vendor:	1,289.00					
30703		5827 NORTON PSYCHOLOGICAL SERVICES	250.00					
	01/28/19	SCHUH-FITNESS DUTY EVAL	250.00			101 220 4220 444		1010
		Total for Vendor:	250.00					
30713		5832 RECTENWALD, AMIGH	83.32					
	0099-10	01/25/19 RL MTR DEP REFUND AFT APPL TO	83.32			604 2212		1010
		Total for Vendor:	83.32					
30726		2005 RESERVE ACCOUNT	750.00					
	22870844-1	02/05/18 POSTAGE METER REFILL	300.00			101 140 4140 325		1010
	22870844-1	02/05/18 POSTAGE METER REFILL	20.00			101 210 4210 325		1010
	22870844-1	02/05/18 POSTAGE METER REFILL	20.00			101 510 4510 325		1010
	22870844-1	02/05/18 POSTAGE METER REFILL	20.00			290 650 4650 325		1010
	22870844-1	02/05/18 POSTAGE METER REFILL	80.00			601 944 4944 325		1010
	22870844-1	02/05/18 POSTAGE METER REFILL	80.00			602 949 4949 325		1010
	22870844-1	02/05/18 POSTAGE METER REFILL	150.00			604 959 4959 325		1010
	22870844-1	02/05/18 POSTAGE METER REFILL	80.00			605 963 4963 325		1010
		Total for Vendor:	750.00					

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CITY OF KASSON  
Claim Approval List  
For the Accounting Period: 2/19  
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For Pay Date = 02/14/19

\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
30704		5000 RUNNELLS, GERALD	188.48					
	01/31/19	DUTY BELT	109.35			101 210 4210	240	1010
	01/31/19	FOOD-HAWK	79.13			101 210 4210	210	1010
		Total for Vendor:	188.48					
30730		64 SELCO	1,786.00					
	045978 01/18/19	KEY CARD DOUBLES/LIB CARDS	20.00			211 550 4550	210	1010
	045956 01/16/19	OVERDRIVE 2019	1,766.00			211 550 4550	218	1010
		Total for Vendor:	1,786.00					
30705		5828 SERWA, MIKE & LUCY	148.02					
	1724-03 01/07/19	REFUND OVERPAYMENT ON FINAL	148.02			604 2212		1010
		Total for Vendor:	148.02					
30706		79 STREICHER'S	360.46					
	I1349886 01/22/19	STRADTMANN-DUTY BOOTS	227.98			101 210 4210	214	1010
	I1350367 01/25/19	BREUER-UNIFORM SHIRT CARRIER	132.48			101 210 4210	214	1010
		Total for Vendor:	360.46					
30707		498 TRIGEN PAPER & SUPPLY INC	205.61					
	349211 01/21/19	9" T. TISSUE	76.18			606 516 4516	210	1010
	349398 01/23/19	CAN LINERS	8.04			101 310 4310	220	1010
	349398 01/23/19	CAN LINERS	8.04			101 312 4312	220	1010
	349398 01/23/19	CAN LINERS	8.04			101 517 4517	220	1010
	349398 01/23/19	CAN LINERS	8.04			601 943 4943	220	1010
	349398 01/23/19	CAN LINERS	8.04			602 948 4948	220	1010
	349398 01/23/19	CAN LINERS	8.05			604 957 4957	220	1010
	349398 01/23/19	CAN LINERS	8.05			605 963 4963	220	1010
	349398 01/23/19	SALES TAX	0.55			604 957 4957	220	1010
	349398 01/23/19	SALES TAX	-0.55			604 2025		1010
	349555 01/28/19	FOLD TOWELS/T TISSUE/NIT GLOVE	73.13			211 550 4550	210	1010
		Total for Vendor:	205.61					

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CITY OF KASSON  
Claim Approval List  
For the Accounting Period: 2/19  
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For Pay Date = 02/14/19

\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
30708		637 WEBBER, LETH & WOESSNER PLC	1,672.00			101 160 4160	304	1010
	JAN'19 PR	01/31/19 14.4 HRS LEGAL-P D	1,672.00					
		Total for Vendor:	1,672.00					
30709		4086 WEIGEL, KRISTA	100.69			101 210 4210	333	1010
	01/31/19	MILES-DATA PRACTICES TRNG	100.69					
		Total for Vendor:	100.69					
30714		5833 WENDLER, DOROTHY	115.31			604 2212		1010
	1862-06	01/25/19 RL MTR DEP REFUND AFT APPL TO	115.31					
		Total for Vendor:	115.31					
		# of Claims	28	Total:				18,242.63



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CITY OF KASSON  
Claim Approval Signature Page  
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CITY OF KASSON  
401 5TH STREET SE  
KASSON, MN 55944-2204

The claim batch dated \_\_\_\_\_ are approved for payment.

APPROVED

*See signature page*

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

# MINUTES OF KASSON ECONOMIC DEVELOPMENT AUTHORITY MEETING

Tuesday, January 8<sup>th</sup>, 2019

Pursuant to do call and notice thereof, a regular meeting of the Kasson EDA was held City Hall this 8<sup>th</sup> Day of January, 2019 at 12:00 noon.

The following members were present: Michael Peterson, Dan Egger, Tom Monson, Janice Borgstrom-Durst, and Liza Larsen.

Absent: Mayor Chris McKern and Richard Wegner

The following staff members were present: Stephanie Lawson, EDA Coordinator

**CALL TO ORDER:** EDA President Egger called the meeting to order at 12:00 p.m.

**MINUTES OF THE PREVIOUS MEETING:** Egger asked if any additions or corrections were needed for the minutes from last month's regular meeting. Motion to Approve the Minutes as submitted was made by Borgstrom-Durst, second by Larsen. Unanimously approved.

**QUARTERLY FINANCIAL REPORT:** Following a brief review of the quarterly financial report, Egger asked if there were any questions or comments with regards to the report. Lawson noted that all EDA loans were current and MIF Funds were successfully returned to the State.

## **COORDINATOR'S REPORT:**

- a) **Community Roadside Landscape Partnership Program:** Lawson updated the board on the current status of the Community Roadside Landscape Partnership Program application noting that the City's request for participation was accepted and a kick-off meeting is being scheduled.
- b) **State Revolving Loan Funds:** Lawson noted that the \$5,250.00 in MIF funds were successfully returned to the State following council approval.
- c) **Other:**
  - a. **Dodge County Housing Study:** Monson requested an update on the Dodge County Housing Study. Lawson notified the board that she anticipates receipt of the draft report from Maxfield within the next week (by January 18<sup>th</sup>).

**MINNESOTA MAIN STREET – NETWORK COMMUNITY PROGRAM:** Lawson presented an opportunity to apply to be a part of the Preservation Alliance of Minnesota's Minnesota Network Communities Program. This program would offer many of the same resources to communities that might not have the capacity to meet the Designated Program requirements. After discussion the board requested additional information on the program requirements and expectations. Lawson is to follow up with the board via email once more information is obtained.

**CITY LOGO:** Lawson presented a city logo concept that her CEDA team member had been working on for a design course that she was taking. This comes after previous discussions in 2018 about community branding. The logo presented encompassed community highlights including the historic water tower, green space (tree city), downtown business and residential with a strong focus on inclusion.

After review and discussion board members provided recommendations on how to modify and improve. Lawson will take these recommendations back to her CEDA team member and work to make adjustments. Once adjustments are made the revised logo will be presented.

**OTHER BUSINESS:**

- a) **Blandin Foundation – Janice:** Borgstrom-Durst recommended that the board pursue applying for a grant through the Blandin Foundation in an effort to get more individuals involved in leadership roles to increase community involvement; with the specific project being renovation of the center pod of the 1918 school building to create a community meeting space.

Lawson stated her concern as to whether or not that project would fall within one of Blandin’s focus areas as it does not focus specifically on rural community leadership improvements.

Monson noted that he is also interested in learning more on Blandin’s thoughts on youth leadership development. Lawson will do further research on eligible projects and report back to the board.

**ITEMS FOR FEBRUARY EDA AGENDA:** Election of Officers and 2019 Priorities.

**ADJOURNED:** Motion to adjourn was made by Monson, second by Larsen. Unanimously approved. Meeting adjourned at 12:50 pm.

Next Meeting will be held on Tuesday, February 5<sup>th</sup>, 2019 at Kasson City Hall.

Minutes Submitted By: \_\_\_\_\_  
Stephanie Lawson, EDA Director

Attested By: \_\_\_\_\_  
Linda Rappe, City Clerk

**CITY OF KASSON  
RESOLUTION #2.x-19**

**RESOLUTION APPROVING THE PREMISES PERMIT FOR DODGE COUNTY  
YOUTH HOCKEY CHARITABLE GAMBLING AT PETE’S REPEAT**

**WHEREAS**, the Dodge County Youth Hockey has applied to the Gambling Control Board of the State of Minnesota for a Premises Permit to Conduct Lawful Gambling at Pete’s repeat – 27 W Main St, the location being within the City of Kasson; and

**WHEREAS**, the provisions of Minnesota Statute 349.213, subd. 2 require that the Council of the City of Kasson notify the Gambling Control Board of the State of Minnesota of its approval of said application before a Premises Permit is issued.

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Kasson that the Council hereby approves the application described herein.

**ADOPTED** this 13<sup>th</sup> day of February, 2019 by the Council of the City of Kasson, Minnesota.

\_\_\_\_\_  
Chris McKern, Mayor

**ATTEST:**

\_\_\_\_\_  
Linda Rappe, City Clerk

The motion for adoption of the foregoing resolution was made by Council Member -- and duly seconded by Council Member --. Upon a vote being taken, the following members voted in favor thereof: --. Those against same: --.

**LG214 Premises Permit Application**

**Annual Fee \$150 (NON-REFUNDABLE)**

**REQUIRED ATTACHMENTS TO LG214**

- 1. If the premises is leased, attach a copy of your lease. Use **LG215 Lease for Lawful Gambling Activity**.
- 2. \$150 annual premises permit fee, for each permit (non-refundable). Make check payable to "**State of Minnesota**."

**Mail the application and required attachments to:**  
 Minnesota Gambling Control Board  
 1711 West County Road B, Suite 300 South  
 Roseville, MN 55113

**Questions?** Call 651-539-1900 and ask for Licensing.

**ORGANIZATION INFORMATION**

Organization Name: \_\_\_\_\_ License Number: \_\_\_\_\_

Chief Executive Officer (CEO) \_\_\_\_\_ Daytime Phone: \_\_\_\_\_

Gambling Manager: \_\_\_\_\_ Daytime Phone: \_\_\_\_\_

**GAMBLING PREMISES INFORMATION**

Current name of site where gambling will be conducted: \_\_\_\_\_

List any previous names for this location:

\_\_\_\_\_

Street address where premises is located: \_\_\_\_\_  
(Do not use a P.O. box number or mailing address.)

City: _____	<b>OR</b>	Township: _____		County: _____	Zip Code: _____
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Does your organization own the building where the gambling will be conducted?

**Yes**     **No**    **If no, attach LG215 Lease for Lawful Gambling Activity.**

A lease is not required if only a raffle will be conducted.

Is any other organization conducting gambling at this site?     Yes     No     Don't know

**Note:** Bar bingo can only be conducted at a site where another form of lawful gambling is being conducted by the applying organization or another permitted organization. Electronic games can only be conducted at a site where paper pull-tabs are played.

Has your organization previously conducted gambling at this site?     Yes     No     Don't know

**GAMBLING BANK ACCOUNT INFORMATION; MUST BE IN MINNESOTA**

Bank Name: \_\_\_\_\_ Bank Account Number: \_\_\_\_\_

Bank Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: **MN** Zip Code: \_\_\_\_\_

**ALL TEMPORARY AND PERMANENT OFF-SITE STORAGE SPACES**

Address (Do not use a P.O. box number): \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

\_\_\_\_\_ **MN** \_\_\_\_\_

\_\_\_\_\_ **MN** \_\_\_\_\_

\_\_\_\_\_ **MN** \_\_\_\_\_

**ACKNOWLEDGMENT BY LOCAL UNIT OF GOVERNMENT: APPROVAL BY RESOLUTION**

<p><b>CITY APPROVAL for a gambling premises located within city limits</b></p> <p>City Name: _____</p> <p>Date Approved by City Council: _____</p> <p>Resolution Number: _____ (If none, attach meeting minutes.)</p> <p>Signature of City Personnel: _____</p> <p>Title: _____ Date Signed: _____</p> <div style="border: 1px solid black; padding: 10px; text-align: center; margin: 20px auto; width: 80%;"> <p><b>Local unit of government must sign.</b></p> </div>	<p><b>COUNTY APPROVAL for a gambling premises located in a township</b></p> <p>County Name: _____</p> <p>Date Approved by County Board: _____</p> <p>Resolution Number: _____ (If none, attach meeting minutes.)</p> <p>Signature of County Personnel: _____</p> <p>Title: _____ Date Signed: _____</p> <p>TOWNSHIP NAME: _____</p> <p><b>Complete below only if required by the county.</b> On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date Signed: _____</p>
--	---

**ACKNOWLEDGMENT AND OATH**

- |  |   |
|--|---|
| <ol style="list-style-type: none"> <li>1. I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises.</li> <li>2. The Board and its agents, and the commissioners of revenue and public safety and their agents, are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law.</li> <li>3. I have read this application and all information submitted to the Board is true, accurate, and complete.</li> <li>4. All required information has been fully disclosed.</li> <li>5. I am the chief executive officer of the organization.</li> </ol> | <ol style="list-style-type: none"> <li>6. I assume full responsibility for the fair and lawful operation of all activities to be conducted.</li> <li>7. I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them.</li> <li>8. Any changes in application information will be submitted to the Board no later than ten days after the change has taken effect.</li> <li>9. I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license.</li> <li>10. I understand the fee is non-refundable regardless of license approval/denial.</li> </ol> |
|--|---|

\_\_\_\_\_  
**Signature of Chief Executive Officer (designee may not sign)** \_\_\_\_\_  
Date

<p>Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application. Your organization's name and address will be public</p>	<p>information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information;</p>	<p>Minnesota's Department of Public Safety, Attorney General, Commissioners of Administration, Minnesota Management &amp; Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.</p>
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**LG215 Lease for Lawful Gambling Activity**

<b>LEASE INFORMATION</b>			
Organization: Dodge County Youth Hockey	License/Site Number: 32530-004	Daytime Phone: 507-251-7527	
Address: PO Box 321	City: Kasson	State: Zip: MN 55944	
Name of Leased Premises: Pete's Repeat	Street Address: 27 W Main St.		
City: Kasson	State: Zip: MN 55944	Daytime Phone: 507-634-7500	
Name of Legal Owner: <u>PETER GALUSKA</u>	Business/Street Address: <u>27 W MAIN ST</u>		
City: <u>KASSON</u>	State: Zip: <u>MN 55944</u>	Daytime Phone: <u>507-634-7500</u>	
Name of Lessor (if same as legal owner, write "SAME"): SAME			
City:	State: Zip:	Daytime Phone:	
Check applicable item: <input checked="" type="checkbox"/> <b>New or amended lease.</b> Effective date: <u>March 1, 2019</u> . Submit changes at least ten days <b>before</b> the effective date of the change. <input type="checkbox"/> <b>New owner.</b> Effective date: _____. Submit new lease <b>within</b> ten days after new lessor assumes ownership.			
<b>CHECK ALL ACTIVITY THAT WILL BE CONDUCTED (no lease required for raffles)</b>			
<input type="checkbox"/> Pull-Tabs (paper)	<input type="checkbox"/> Electronic Pull-Tabs		
<input checked="" type="checkbox"/> Pull-Tabs (paper) with dispensing device	<input type="checkbox"/> Electronic Linked Bingo		
<input type="checkbox"/> Bar Bingo	<input type="checkbox"/> Bingo	Electronic games may only be conducted: 1. at a premises licensed for the on-sale of intoxicating liquor or the on-sale of 3.2% malt beverages; or 2. at a premises where bingo is conducted as the primary business and has a seating capacity of at least 100.	
<input type="checkbox"/> Tipboards			
<input type="checkbox"/> Paddlewheel	<input type="checkbox"/> Paddlewheel with table		
<b>PULL-TAB, TIPBOARD, AND PADDLEWHEEL RENT (separate rent for booth and bar ops)</b>			
<b>BOOTH OPERATION:</b> Some or all sales of gambling equipment are conducted by an employee/volunteer of a licensed organization at the leased premises.			
<b>ALL GAMES, including electronic games:</b> Monthly rent to be paid: _____%, not to exceed <b>10%</b> of gross profits for that month. <ul style="list-style-type: none"> <li>• Total rent paid from all organizations for only booth operations at the leased premises <b>may not exceed \$1,750.</b></li> <li>• The rent cap does not include BAR OPERATION rent for electronic games conducted by the lessor.</li> </ul>			
<b>BAR OPERATION:</b> All sales of gambling equipment conducted by the lessor or lessor's employee.			
<b>ELECTRONIC GAMES:</b> Monthly rent to be paid: _____%, not to exceed <b>15%</b> of the gross profits for that month from electronic pull-tab games and electronic linked bingo games. <b>ALL OTHER GAMES:</b> Monthly rent to be paid: <u>20</u> %, not to exceed <b>20%</b> of gross profits from all other forms of lawful gambling. <ul style="list-style-type: none"> <li>• If any booth sales conducted by a licensed organization at the premises, rent may not exceed <b>10%</b> of gross profits for that month and is subject to booth operation <b>\$1,750</b> cap.</li> </ul>			
<b>BINGO RENT (for leased premises where bingo is the primary business conducted, such as bingo hall)</b>			
Bingo rent is limited to one of the following: <ul style="list-style-type: none"> <li>• Rent to be paid: _____%, not to exceed <b>10%</b> of the monthly gross profit from all lawful gambling activities held during bingo occasions, excluding bar bingo.</li> <li>- OR -</li> <li>• Rate to be paid: \$ _____ per square foot, not to exceed 110% of a comparable cost per square foot for leased space, as approved by the director of the Gambling Control Board. The lessor must attach documentation, verified by the organization, to confirm the comparable rate and all applicable costs to be paid by the organization to the lessor.                             <ul style="list-style-type: none"> <li>⇒ <b>Rent may not be paid for bar bingo.</b></li> <li>⇒ Bar bingo does not include bingo games linked to other permitted premises.</li> </ul> </li> </ul>			
<b>LEASE TERMINATION CLAUSE (must be completed)</b>			
The lease may be terminated by either party with a written <u>30</u> day notice. Other terms:			

# LG215 Lease for Lawful Gambling Activity

**Lease Term:** The term of this agreement will be concurrent with the premises permit issued by the Gambling Control Board (Board).

**Management:** The owner of the premises or the lessor will not manage the conduct of lawful gambling at the premises. The organization may not conduct any activity on behalf of the lessor on the leased premises.

**Participation as Players Prohibited:** The lessor will not participate directly or indirectly as a player in any lawful gambling conducted on the premises. The lessor's immediate family and any agents or gambling employees of the lessor will not participate as players in the conduct of lawful gambling on the premises, except as authorized by Minnesota Statutes, Section 349.181.

**Illegal Gambling:** The lessor is aware of the prohibition against illegal gambling in Minnesota Statutes 609.75, and the penalties for illegal gambling violations in Minnesota Rules 7865.0220, Subpart 3. In addition, the Board may authorize the organization to withhold rent for a period of up to 90 days if the Board determines that illegal gambling occurred on the premises or that the lessor or its employees participated in the illegal gambling or knew of the gambling and did not take prompt action to stop the gambling. Continued tenancy of the organization is authorized without payment of rent during the time period determined by the Board for violations of this provision, as authorized by Minnesota Statutes, Section 349.18, Subd. 1(a).

To the best of the lessor's knowledge, the lessor affirms that any and all games or devices located on the premises are not being used, and are not capable of being used, in a manner that violates the prohibitions against illegal gambling in Minnesota Statutes, Section 609.75.

Notwithstanding Minnesota Rules 7865.0220, Subpart 3, an organization must continue making rent payments under the terms of this lease, if the organization or its agents are found to be solely responsible for any illegal gambling, conducted at this site, that is prohibited by Minnesota Rules 7861.0260, Subpart 1, item H, or Minnesota Statutes, Section 609.75, unless the organization's agents responsible for the illegal gambling activity are also agents or employees of the lessor.

The lessor must not modify or terminate the lease in whole or in part because the organization reported, to a state or local law enforcement authority or to the Board, the conduct of illegal gambling activity at this site in which the organization did not participate.

**Other Prohibitions:** The lessor will not impose restrictions on the organization with respect to providers (distributor or linked bingo game provider) of gambling-related equipment and services or in the use of net profits for lawful purposes.

The lessor, the lessor's immediate family, any person residing in the same residence as the lessor, and any agents or employees of the lessor will not require the organization to perform any action that would violate statute or rule. The lessor must not modify or terminate this lease in whole or in part due to the lessor's violation of this provision. If there is a dispute as to whether a violation occurred, the lease will remain in effect pending a final determination by the Compliance Review Group (CRG) of the Board. The lessor agrees to arbitration when a violation of this provision is alleged. The arbitrator shall be the CRG.

**Access to Permitted Premises:** Consent is given to the Board and its agents, the commissioners of revenue and public safety and their agents, and law enforcement personnel to enter and inspect the permitted premises at any reasonable time during the business hours of the lessor. The organization has access to the premises during any time reasonable and when necessary for the conduct of lawful gambling.

**Lessor Records:** The lessor must maintain a record of all money received from the organization, and make the record available to the Board and its agents, and the commissioners of revenue and public safety and their agents upon demand. The record must be maintained for 3-1/2 years.

**Rent All-Inclusive:** Amounts paid as rent by the organization to the lessor are all-inclusive. No other services or expenses provided or contracted by the lessor may be paid by the organization, including but not limited to:

- trash removal
- electricity, heat
- snow removal
- storage
- janitorial and cleaning services
- other utilities or services
- lawn services
- security, security monitoring
- cost of any communication network or service required to conduct electronic pull-tabs games or electronic bingo
- in the case of bar operations, cash shortages.

Any other expenditures made by an organization that is related to a leased premises must be approved by the director of the Board. Rent payments may not be made to an individual.

## ACKNOWLEDGMENT OF LEASE TERMS

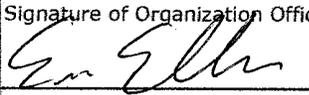
I affirm that this lease is the total and only agreement between the lessor and the organization, and that all obligations and agreements are contained in or attached to this lease and are subject to the approval of the director of the Gambling Control Board.

**Other terms of the lease:**

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Signature of Lessor: 	Date: 1/00/2019	Signature of Organization Official (Lessee): 	Date: 2/6/19
Print Name and Title of Lessor: Peter J. Galuska C.F.O.	Print Name and Title of Lessee: ERIC ELLINGHUSEN, GAMBLING MANAGER		

**Questions?** Contact the Licensing Section, Gambling Control Board, at 651-539-1900. This publication will be made available in alternative format (i.e. large print, braille) upon request. **Data privacy notice:** The information requested on this form and any attachments will become public information when received by the Board, and will be used to determine your compliance with Minnesota statutes and rules governing lawful gambling activities.

**Mail or fax lease to:**  
 Minnesota Gambling Control Board  
 1711 W. County Road B, Suite 300 South  
 Roseville, MN 55113  
 Fax: 651-639-4032

2905 South Broadway  
Rochester, MN 55904-5515  
Phone: 507.288.3923  
Fax: 507.288.2675  
Email: rochester@whks.com  
Website: www.whks.com



February 6, 2019

Honorable Mayor and City Council  
City of Kasson  
401 5<sup>th</sup> Street SE  
Kasson, MN 55944-2204

RE: Kasson, MN  
2017 Street Assessment Project  
Pay Request No. 15

Dear Mayor and City Council:

Enclosed is Pay Request No. 15 for work on the above referenced project.

We recommend payment in the amount of \$85,143.09 to:

S.L. Contracting, Inc.  
2510 Schuster LN. NW  
Rochester, MN 55901

Please contact me if you have any questions.

Sincerely,

**WHKS** & co.

A handwritten signature in blue ink, appearing to read 'Brandon W. Theobald', is written over the company name.

Brandon W. Theobald, P.E.

BT/jl

Enclosure

cc: Theresa Coleman, City Administrator  
Nancy Zaworski, Finance Director  
Trevor Lampland, S.L. Contracting  
Scott Lampland, S.L. Contracting

2905 South Broadway  
 Rochester, MN 55904  
 Phone: 507.288.3923



PARTIAL PAYMENT ESTIMATE  
 FOR CONSTRUCTION WORK COMPLETED

Project: 2017 Street Assessment Project (3rd, 4th, & 5th Ave NW)  
 Project No.: 8320  
 Location: Kasson, Minnesota  
 Contractor: S.L. Contracting, Inc.

Bid Price: \$ 6,351,124.40  
 CO #1 Price: \$ 10,272.00  
 CO # 2 Price: \$ 7,500.00  
 Revised Price: \$ 6,368,896.40  
 Date: Feb. 5, 2019  
 Estimate #: 15  
 % Complete: 94%

Line No.	Description	Contract Quantity	Unit	Unit Price	Quantity Completed Previous Estimate	Quantity Completed This Estimate	Quantity Completed to Date	Total to Date
<b>Schedule A</b>								
1.	MOBILIZATION	1	LUMP SUM	\$ 300,000.00	1.0	0.0	1.0	\$ 300,000.00
2.	CLEARING & GRUBBING (TREE)	214	EACH	\$ 525.00	213.0	0.0	213.0	\$ 111,825.00
3.	GRUBBING (STUMP)	7	EACH	\$ 100.00	16.0	0.0	16.0	\$ 1,600.00
4.	REMOVE WATER MAIN	8,856	LIN FT	\$ 6.00	8,783.5		8,783.5	\$ 52,701.00
5.	REMOVE CURB AND GUTTER	19,375	LIN FT	\$ 3.60	19,985.5	80.0	20,065.5	\$ 72,235.80
6.	REMOVE SEWER PIPE (STORM)	1,740	LIN FT	\$ 9.00	1,706.0	0.0	1,706.0	\$ 15,354.00
7.	REMOVE CONCRETE WALK	2,470	SQ YD	\$ 4.00	2,884.1	0.0	2,884.1	\$ 11,536.40
8.	REMOVE CONCRETE DRIVEWAY PAVEMENT	2,800	SQ YD	\$ 6.00	3,008.0	0.0	3,008.0	\$ 18,048.00
9.	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	787	SQ YD	\$ 6.00	983.5	0.0	983.5	\$ 5,901.00
10.	REMOVE BITUMINOUS ROADWAY PAVEMENT	40,851	SQ YD	\$ 4.00	41,675.0	0.0	41,675.0	\$ 166,700.00
11.	RELOCATE MAILBOX	81	EACH	\$ 25.00	87.0	0.0	87.0	\$ 2,175.00
12.	MILL PAVEMENT	3,959	SQ YD	\$ 3.00	1,031.0	0.0	1,031.0	\$ 3,093.00
13.	REMOVE MANHOLE OR CATCH BASIN	48	EACH	\$ 400.00	55.0	0.0	55.0	\$ 22,000.00
14.	REMOVE GATE VALVE AND BOX	28	EACH	\$ 200.00	40.0	0.0	40.0	\$ 8,000.00
15.	REMOVE HYDRANT	20	EACH	\$ 320.00	20.0	0.0	20.0	\$ 6,400.00
16.	SALVAGE HYDRANT	1	EACH	\$ 750.00	1.0	0.0	1.0	\$ 750.00
17.	TOPSOIL BORROW (LV)	2,000	CU YD	\$ 20.00	872.0	1,090.0	1,962.0	\$ 39,240.00
18.	GEOTEXTILE FABRIC, TYPE V	52,300	SQ YD	\$ 1.60	51,710.0	178.0	51,888.0	\$ 83,020.80
19.	EXCAVATION - COMMON (P)	32,000	CU YD	\$ 8.00	32,224.0	0.0	32,224.0	\$ 257,792.00
20.	EXCAVATION - CONTAMINATED MATERIALS	1,000	CU YD	\$ 10.00	0.0	0.0	0.0	\$ -
21.	AGGREGATE BASE (CV) CLASS 5	12,000	CU YD	\$ 26.00	11,337.0	39.5	11,376.5	\$ 295,789.00
22.	AGGREGATE SUBBASE BREAKER RUN (CV)	8,800	CU YD	\$ 23.00	2,100.5	0.0	2,100.5	\$ 48,311.50
23.	TYPE SP 12.5 NON-WEARING COURSE MIX	6,000	TON	\$ 70.00	5,460.38	526.75	5,987.13	\$ 419,099.10
24.	TYPE SP 12.5 WEARING COURSE MIX	6,000	TON	\$ 70.00	2,120.6	0.0	2,120.6	\$ 148,442.70
25.	SELECT GRANULAR BORROW (CV)	17,500	CU YD	\$ 15.00	16,527.5	59.0	16,586.5	\$ 248,797.50
26.	SUBGRADE PREPARATION	107	STA.	\$ 350.00	107.0	0.0	107.0	\$ 37,450.00
27.	8" PVC PIPE SEWER, SDR 26	8,830	LIN FT	\$ 37.00	8,712.0	0.0	8,712.0	\$ 322,344.00
28.	12" PVC PIPE SEWER, SDR 26	2	LIN FT	\$ 200.00	0.0	0.0	0.0	\$ -
29.	TELEVISION SANITARY SEWER	8,830	LIN FT	\$ 1.30	0.0	3,605.0	3,605.0	\$ 4,686.50
30.	12" PIPE SEWER	1,108	LIN FT	\$ 29.00	1,095.0	0.0	1,095.0	\$ 31,755.00
31.	15" PIPE SEWER	2,013	LIN FT	\$ 31.00	2,039.0	0.0	2,039.0	\$ 63,209.00
32.	18" PIPE SEWER	612	LIN FT	\$ 37.00	613.0	0.0	613.0	\$ 22,681.00
33.	24" PIPE SEWER	1,798	LIN FT	\$ 44.00	1,796.0	0.0	1,796.0	\$ 79,024.00
34.	36" PIPE SEWER	1,435	LIN FT	\$ 70.00	1,435.0	0.0	1,435.0	\$ 100,450.00
35.	15" RC PIPE SEWER	5	LIN FT	\$ 40.00	0.0	0.0	0.0	\$ -
36.	18" RC PIPE SEWER	40	LIN FT	\$ 44.00	35.0	0.0	35.0	\$ 1,540.00
37.	24" RC PIPE SEWER	48	LIN FT	\$ 48.00	48.0	0.0	48.0	\$ 2,304.00
38.	27" RC PIPE SEWER	29	LIN FT	\$ 62.00	20.0	0.0	20.0	\$ 1,240.00
39.	36" RC PIPE SEWER	142	LIN FT	\$ 85.00	142.0	0.0	142.0	\$ 12,070.00
40.	60" SPAN RC-ARCH SEWER	331	LIN FT	\$ 230.00	331.0	0.0	331.0	\$ 76,130.00
41.	4" PVC SUBDRAIN	1,771	LIN FT	\$ 12.00	1,424.0	0.0	1,424.0	\$ 17,088.00
42.	6" PVC SUBDRAIN	60	LIN FT	\$ 15.00	62.0	0.0	62.0	\$ 930.00
43.	4" PVC SUBDRAIN CLEAN-OUT	134	EACH	\$ 180.00	137.0	0.0	137.0	\$ 24,660.00
44.	6" PVC SUBDRAIN CLEAN-OUT	49	EACH	\$ 200.00	53.0	0.0	53.0	\$ 10,600.00
45.	6" PERFORATED PVC SUBDRAIN	13,450	LIN FT	\$ 16.00	13,127.0	0.0	13,127.0	\$ 210,032.00
46.	8" PERFORATED PVC SUBDRAIN	100	LIN FT	\$ 20.00	0.0	0.0	0.0	\$ -
47.	8"X6" PVC WYE (SANITARY)	37	EACH	\$ 195.00	44.0	0.0	44.0	\$ 8,580.00
48.	8"X4" PVC WYE (SANITARY)	100	EACH	\$ 160.00	101.0	0.0	101.0	\$ 16,160.00
49.	8"X4" PVC WYE (SUBDRAIN)	5	EACH	\$ 100.00	0.0	0.0	0.0	\$ -
50.	6"X4" PVC WYE (SUBDRAIN)	134	EACH	\$ 80.00	138.0	0.0	138.0	\$ 11,040.00
51.	6" PVC SANITARY SERVICE PIPE	1,400	LIN FT	\$ 22.00	1,419.5	0.0	1,419.5	\$ 31,229.00
52.	4" PVC SANITARY SERVICE PIPE	3,300	LIN FT	\$ 20.00	3,045.5	0.0	3,045.5	\$ 60,910.00
53.	CONNECT TO EXISTING WATER MAIN	9	EACH	\$ 900.00	9.0	0.0	9.0	\$ 8,100.00
54.	CONNECT TO EXISTING STORM SEWER	10	EACH	\$ 750.00	13.0	0.0	13.0	\$ 9,750.00
55.	CONNECT TO EXISTING SANITARY SEWER	4	EACH	\$ 1,500.00	9.0	0.0	9.0	\$ 13,500.00
56.	CONNECT TO EXISTING SUBDRAIN	40	EACH	\$ 90.00	25.0	0.0	25.0	\$ 2,250.00

Line No.	Description	Contract Quantity	Unit	Unit Price	Quantity Completed Previous Estimate	Quantity Completed This Estimate	Quantity Completed to Date	Total to Date
57.	HYDRANT	23	EACH	\$ 3,950.00	23.0	0.0	23.0	\$ 90,850.00
58.	SALVAGE HYDRANT	1	EACH	\$ 900.00	1.0	1.0	2.0	\$ 1,800.00
59.	1" CORPORATION STOP	138	EACH	\$ 188.00	140.0	0.0	140.0	\$ 26,320.00
60.	2" CORPORATION STOP	5	EACH	\$ 450.00	2.0	0.0	2.0	\$ 900.00
61.	6" GATE VALVE AND BOX	26	EACH	\$ 1,350.00	25.0	0.0	25.0	\$ 33,750.00
62.	8" GATE VALVE AND BOX	54	EACH	\$ 1,750.00	54.0	0.0	54.0	\$ 94,500.00
63.	1" CURB STOP & BOX	133	EACH	\$ 240.00	137.0	0.0	137.0	\$ 32,880.00
64.	2" CURB STOP & BOX	4	EACH	\$ 500.00	2.0	0.0	2.0	\$ 1,000.00
65.	1" TYPE K COPPER PIPE	4,486	LIN FT	\$ 20.00	4,707.5	0.0	4,707.5	\$ 94,150.00
66.	2" TYPE K COPPER PIPE	175	LIN FT	\$ 30.00	81.5	0.0	81.5	\$ 2,445.00
67.	6" WATERMAIN	390	LIN FT	\$ 36.00	363.5	0.0	363.5	\$ 13,086.00
68.	8" WATERMAIN	10,945	LIN FT	\$ 39.00	11,042.0	54.0	11,096.0	\$ 432,744.00
69.	12" WATERMAIN	16	LIN FT	\$ 66.00	7.0	0.0	7.0	\$ 462.00
70.	4" POLYSTYRENE INSULATION	526	SQ YD	\$ 38.00	534.5	0.0	534.5	\$ 20,311.00
71.	DUCTILE IRON FITTINGS	4,014	POUND	\$ 8.00	4,798.5	0.0	4,798.5	\$ 38,388.00
72.	CATCH BASIN, TYPE 1	68	EACH	\$ 2,200.00	68.0	0.0	68.0	\$ 149,600.00
73.	CATCH BASIN, TYPE 4	1	EACH	\$ 3,000.00	1.0	0.0	1.0	\$ 3,000.00
74.	STORM MANHOLE, 48", TYPE 4	8	EACH	\$ 3,400.00	9.0	0.0	9.0	\$ 30,600.00
75.	STORM MANHOLE, 60", TYPE 4	13	EACH	\$ 4,200.00	13.0	0.0	13.0	\$ 54,600.00
76.	STORM MANHOLE, 72", TYPE 4	4	EACH	\$ 5,200.00	4.0	0.0	4.0	\$ 20,800.00
77.	STORM MANHOLE, 84", TYPE 4	2	EACH	\$ 6,400.00	2.0	0.0	2.0	\$ 12,800.00
78.	STORM MANHOLE, 96", TYPE 4	2	EACH	\$ 6,500.00	2.0	0.0	2.0	\$ 13,000.00
79.	STORM MANHOLE, 108", TYPE 4	1	EACH	\$ 7,500.00	1.0	0.0	1.0	\$ 7,500.00
80.	SANITARY MANHOLE, TYPE 3	31	EACH	\$ 2,900.00	31.0	0.0	31.0	\$ 89,900.00
81.	SANITARY MANHOLE, TYPE 3A	2	EACH	\$ 5,200.00	2.0	0.0	2.0	\$ 10,400.00
82.	NEW FRAME & RING CASTING	1	EACH	\$ 460.00	1.0	0.0	1.0	\$ 460.00
83.	4" CONCRETE WALK	23,475	SQ FT	\$ 4.40	23,349.9	0.0	23,349.9	\$ 102,739.56
84.	6" CONCRETE WALK	4,048	SQ FT	\$ 8.40	3,696.5	0.0	3,696.5	\$ 31,050.60
85.	CONCRETE STEPS	2	EACH	\$ 400.00	4.0	0.0	4.0	\$ 1,600.00
86.	TRUNCATED DOMES	478	SQ FT	\$ 48.00	491.6	0.0	491.6	\$ 23,596.80
87.	CONCRETE CURB & GUTTER DESIGN B624 (HAND PLACED)	931	LIN FT	\$ 36.00	1,977.5	0.0	1,977.5	\$ 71,190.00
88.	CONCRETE CURB & GUTTER DESIGN B624 (MACHINE)	18,322	LIN FT	\$ 16.00	18,004.0	0.0	18,004.0	\$ 288,064.00
89.	CONCRETE CURB & GUTTER DESIGN DRIVEOVER	220	LIN FT	\$ 20.00	184.0	0.0	184.0	\$ 3,680.00
90.	6" CONCRETE DRIVEWAY PAVEMENT	2,360	SQ YD	\$ 50.00	1,614.5	0.0	1,614.5	\$ 80,725.00
91.	7" CONCRETE DRIVEWAY PAVEMENT	213	SQ YD	\$ 55.00	148.9	0.0	148.9	\$ 8,189.50
92.	6" CONCRETE DRIVEWAY PAVEMENT WITH REBAR	590	SQ YD	\$ 60.00	2,107.5	0.0	2,107.5	\$ 126,450.00
93.	7" CONCRETE DRIVEWAY PAVEMENT WITH REBAR	55	SQ YD	\$ 62.00	130.8	0.0	130.8	\$ 8,109.60
94.	3" BITUMINOUS DRIVEWAY PAVEMENT	312	SQ YD	\$ 35.00	784.8	0.0	784.8	\$ 27,468.00
95.	6" AGGREGATE DRIVEWAY	289	SQ YD	\$ 5.00	210.0	20.0	230.0	\$ 1,150.00
96.	TRAFFIC CONTROL	1	LUMP SUM	\$ 13,000.00	0.6	0.2	0.8	\$ 10,400.00
97.	CROSS WALK MARKING-EPOXY	144	SQ FT	\$ 5.00	0.0	0.0	0.0	\$ -
98.	4" SOLID LINE WHITE-EPOXY	198	LIN FT	\$ 3.00	0.0	0.0	0.0	\$ -
99.	PAVT MESSAGE (HANDICAPPED SYMBOL) EPOXY	2	EACH	\$ 150.00	0.0	0.0	0.0	\$ -
100.	TEMPORARY WATER SERVICE	1	LUMP SUM	\$ 52,500.00	0.798	0.0	0.798	\$ 41,875.00
101.	EROSION CONTROL SUPERVISOR	1	LUMP SUM	\$ 2,000.00	0.5	0.0	0.5	\$ 1,000.00
102.	SILT FENCE, TYPE HEAVY DUTY	250	LIN FT	\$ 2.60	0.0	0.0	0.0	\$ -
103.	STORM DRAIN INLET PROTECTION	86	EACH	\$ 30.00	99.0	0.0	99.0	\$ 2,970.00
104.	TEMPORARY ROCK CONSTRUCTION ENTRANCE	16	EACH	\$ 850.00	10.0	0.0	10.0	\$ 8,500.00
105.	SODDING TYPE LAWN	21,050	SQ YD	\$ 5.00	23,008.0	0.0	23,008.0	\$ 115,040.00
106.	AGGREGATE FOR PIPE FOUNDATION	400	CU YD	\$ 25.00	800.0	0.0	800.0	\$ 20,000.00
107.	ADJUST FRAME & RING CASTING	9	EACH	\$ 360.00	22.5	0.0	22.5	\$ 8,100.00
108.	ADJUST GATE VALVE BOX	4	EACH	\$ 200.00	0.0	0.0	0.0	\$ -
109.	GATE VALVE BOX - TOP SECTION	20	EACH	\$ 220.00	15.0	1.0	16.0	\$ 3,520.00
110.	EXPLORATORY EXCAVATION	50	HOURS	\$ 250.00	47.0	3.0	50.0	\$ 12,500.00
111.	TELEWISE SANITARY SEWER LATERIAL	137	EACH	\$ 165.00	150.0	0.0	150.0	\$ 24,750.00
112.	TELEWISE SANITARY SEWER LATERIAL-ADDED TIME	30	HOURS	\$ 400.00	3.0	0.0	3.0	\$ 1,200.00
<b>Schedule B</b>								
1.	MOBILIZATION	1	LUMP SUM	\$ 12,000.00	1.0	0.0	1.0	\$ 12,000.00
2.	CLEARING & GRUBBING (TREE)	1	EACH	\$ 800.00	1.0	0.0	1.0	\$ 800.00
3.	REMOVE WATER MAIN	365	LIN FT	\$ 10.00	351.0	0.0	351.0	\$ 3,510.00
4.	REMOVE CURB AND GUTTER	42	LIN FT	\$ 10.00	49.0	0.0	49.0	\$ 490.00
5.	REMOVE BITUMINOUS ROADWAY PAVEMENT	467	SQ YD	\$ 5.00	537.0	0.0	537.0	\$ 2,685.00
6.	REMOVE CONCRETE ROADWAY PAVEMENT	135	SQ YD	\$ 10.00	159.0	0.0	159.0	\$ 1,590.00
7.	REMOVE MANHOLE OR CATCH BASIN	2	EACH	\$ 300.00	2.0	0.0	2.0	\$ 600.00
8.	REMOVE GATE VALVE AND BOX	1	EACH	\$ 200.00	3.0	0.0	3.0	\$ 600.00
9.	REMOVE HYDRANT	1	EACH	\$ 350.00	1.0	0.0	1.0	\$ 350.00
10.	TOPSOIL BORROW (LV)	60	CU YD	\$ 25.00	0.0	75.5	75.5	\$ 1,887.50
11.	GEOTEXTILE FABRIC, TYPE V	1,219	SQ YD	\$ 1.60	935.0	0.0	935.0	\$ 1,496.00

Line No.	Description	Contract Quantity	Unit	Unit Price	Quantity Completed Previous Estimate	Quantity Completed This Estimate	Quantity Completed to Date	Total to Date
12.	EXCAVATION - COMMON (P)	856	CU YD	\$ 9.00	721.0	0.0	721.0	\$ 6,489.00
13.	AGGREGATE BASE (CV) CLASS 5	318	CU YD	\$ 28.00	291.0	0.0	291.0	\$ 8,148.00
14.	AGGREGATE SUBBASE BREAKER RUN (CV)	70	CU YD	\$ 25.00	206.0	0.0	206.0	\$ 5,150.00
15.	TYPE SP 12.5 NON-WEARING COURSE MIX	106	TON	\$ 70.00	113.0	0.0	113.0	\$ 7,910.00
16.	TYPE SP 12.5 WEARING COURSE MIX	106	TON	\$ 70.00	0.0	0.0	0.0	\$ -
17.	CONCRETE PAVEMENT	135	SQ YD	\$ 32.00	128.0	0.0	128.0	\$ 4,096.00
18.	STRUCTURAL CONCRETE	32	CU YD	\$ 200.00	44.5	0.0	44.5	\$ 8,900.00
19.	REINFORCEMENT BARS (EPOXY COATED)	62	POUND	\$ 3.00	62.0	0.0	62.0	\$ 186.00
20.	DOWEL BAR	62	EACH	\$ 10.00	48.0	0.0	48.0	\$ 480.00
21.	DRILL & GROUT DOWEL BAR (EPOXY COATED)	33	EACH	\$ 17.00	17.0	0.0	17.0	\$ 289.00
22.	DRILL & GROUT REINF BAR (EPOXY COATED)	38	EACH	\$ 14.00	36.0	0.0	36.0	\$ 504.00
23.	SELECT GRANULAR BORROW (CV)	349	CU YD	\$ 19.00	172.0	0.0	172.0	\$ 3,268.00
24.	6" PVC PIPE SEWER, SDR 26	31	LIN FT	\$ 36.00	8.0	0.0	8.0	\$ 288.00
25.	8" PVC PIPE SEWER, SDR 26	334	LIN FT	\$ 38.00	328.0	0.0	328.0	\$ 12,464.00
26.	TELEWISE SANITARY SEWER	365	LIN FT	\$ 2.00	0.0	0.0	0.0	\$ -
27.	8"X4" PVC WYE (SANITARY)	2	EACH	\$ 160.00	4.0	0.0	4.0	\$ 640.00
28.	8"X6" PVC WYE (SANITARY)	2	EACH	\$ 200.00	2.0	0.0	2.0	\$ 400.00
29.	4" PVC SANITARY SERVICE PIPE	60	LIN FT	\$ 25.00	98.0	0.0	98.0	\$ 2,450.00
30.	6" PVC SANITARY SERVICE PIPE	10	LIN FT	\$ 25.00	26.5	0.0	26.5	\$ 662.50
31.	CONNECT TO EXISTING WATER MAIN	2	EACH	\$ 1,000.00	3.0	0.0	3.0	\$ 3,000.00
32.	CONNECT TO EXISTING SANITARY SEWER	2	EACH	\$ 1,500.00	1.0	0.0	1.0	\$ 1,500.00
33.	HYDRANT	1	EACH	\$ 4,000.00	1.0	0.0	1.0	\$ 4,000.00
34.	1" CORPORATION STOP	2	EACH	\$ 190.00	4.0	0.0	4.0	\$ 760.00
35.	2" CORPORATION STOP	2	EACH	\$ 450.00	0.0	0.0	0.0	\$ -
36.	6" GATE VALVE AND BOX	1	EACH	\$ 1,350.00	2.0	0.0	2.0	\$ 2,700.00
37.	8" GATE VALVE AND BOX	2	EACH	\$ 1,750.00	3.0	0.0	3.0	\$ 5,250.00
38.	1" CURB STOP & BOX	2	EACH	\$ 240.00	3.0	0.0	3.0	\$ 720.00
39.	1" TYPE K COPPER PIPE	51	LIN FT	\$ 20.00	64.0	0.0	64.0	\$ 1,280.00
40.	2" TYPE K COPPER PIPE	10	LIN FT	\$ 40.00	0.0	0.0	0.0	\$ -
41.	6" WATERMAIN	12	LIN FT	\$ 40.00	15.0	0.0	15.0	\$ 600.00
42.	8" WATERMAIN	359	LIN FT	\$ 40.00	351.0	0.0	351.0	\$ 14,040.00
43.	4" POLYSTYRENE INSULATION	7	SQ YD	\$ 40.00	7.1	0.0	7.1	\$ 284.00
44.	DUCTILE IRON FITTINGS	250	POUND	\$ 9.00	326.0	0.0	326.0	\$ 2,934.00
45.	SANITARY MANHOLE, TYPE 3	2	EACH	\$ 3,100.00	2.0	0.0	2.0	\$ 6,200.00
46.	CONCRETE CURB & GUTTER DESIGN B618 (MACHINE)	490	LIN FT	\$ 18.00	497.5	0.0	497.5	\$ 8,955.00
47.	6" CONCRETE DRIVEWAY PAVEMENT	27	SQ YD	\$ 52.00	47.8	0.0	47.8	\$ 2,485.60
48.	7" CONCRETE DRIVEWAY PAVEMENT	36	SQ YD	\$ 56.00	0.0	0.0	0.0	\$ -
49.	6" CONCRETE DRIVEWAY PAVEMENT WITH REBAR	27	SQ YD	\$ 60.00	0.0	0.0	0.0	\$ -
50.	7" CONCRETE DRIVEWAY PAVEMENT WITH REBAR	36	SQ YD	\$ 65.00	32.1	0.0	32.1	\$ 2,086.50
51.	3" BITUMINOUS DRIVEWAY PAVEMENT	69	SQ YD	\$ 25.00	134.0	0.0	134.0	\$ 3,350.00
52.	6" AGGREGATE DRIVEWAY	43	SQ YD	\$ 10.00	81.0	0.0	81.0	\$ 810.00
53.	TRAFFIC CONTROL	1	LUMP SUM	\$ 850.00	0.3	0.7	1.0	\$ 850.00
54.	TEMPORARY WATER SERVICE	1	LUMP SUM	\$ 1,500.00	0.5	0.5	1.0	\$ 1,500.00
55.	EROSION CONTROL SUPERVISOR	1	LUMP SUM	\$ 500.00	0.5	0.5	1.0	\$ 500.00
56.	SILT FENCE, TYPE HEAVY DUTY	200	LIN FT	\$ 3.00	0.0	0.0	0.0	\$ -
57.	STORM DRAIN INLET PROTECTION	3	EACH	\$ 30.00	2.0	0.0	2.0	\$ 60.00
58.	TEMPORARY ROCK CONSTRUCTION ENTRANCE	2	EACH	\$ 1,000.00	0.0	0.0	0.0	\$ -
59.	SODDING TYPE LAWN	316	SQ YD	\$ 6.00	905.0	0.0	905.0	\$ 5,430.00
60.	EXPLORATORY EXCAVATION	8	HOURS	\$ 250.00	4.5	0.0	4.5	\$ 1,125.00
61.	TELEWISE SANITARY SEWER LATERAL	4	EACH	\$ 165.00	4.0	0.0	4.0	\$ 660.00
62.	TELEWISE SANITARY SEWER LATERAL-ADDED TIME	1	HOURS	\$ 400.00	0.0	0.0	0.0	\$ -
*63	4" CONCRETE WALK	46	SQ FT	\$ 4.40	46.4	0.0	46.4	\$ 204.16
*64	GATE VALVE BOX - TOP SECTION	1	EACH	\$ 220.00	1.0	0.0	1.0	\$ 220.00
CO #1	HYDRANT STORZ NOZZLE	24	EACH	\$ 428.00	24.0	0.0	24.0	\$ 10,272.00
CO #2	DIRECTIONAL DRILL WATER SERVICE	1	LUMP SUM	\$ 5,000.00	1	0.0	1	\$ 5,000.00
CO #2	PLUG EXISTING SANITARY SEWER TO OLD SCHOOL	1	LUMP SUM	\$ 2,500.00	1	0.0	1	\$ 2,500.00
WO #1	SNAKE PIT BOXES FOR WATER SERVICES	139	EACH	\$ 98.00	0	139	139	\$ 13,622.00

Total Work Completed	\$ 6,009,869.62
Less 5% Retainage	\$ 300,493.48
Less Previous Estimates	\$ 5,624,233.05
<b>Net Payment this Estimate</b>	<b>\$ 85,143.09</b>

**CITY OF KASSON  
RESOLUTION #2.x -19**

**RESOLUTION ACCEPTING DONATIONS FOR  
THE CITY OF KASSON**

**WHEREAS**, The Kasson Fire Relief Association has made a donation of supplies to the City of Kasson listed below to be allocated to lawful purposes to the Kasson Fire Department.

- 1 - Meret Recover PRO O2 Response Bag with supplies
- 3 - OMNI Pro BLS/ALS EMS Bags with supplies
- 2 - ToxiRAE Pro Wireless Toxic Gas and Oxygen Monitor
- 1 - MACURCO Portable Single-Gas Detection Monitor

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KASSON, MINNESOTA:**

These donations to the City of Kasson are hereby accepted and allocated to the Kasson Fire Department.

**ADOPTED** this 13<sup>th</sup> day of February, 2019.

**ATTEST:**

\_\_\_\_\_  
Chris McKern, Mayor

\_\_\_\_\_  
Linda Rappe, City Clerk

The motion for the adoption of the foregoing resolution was made by Council Member and duly seconded by Council Member . Upon a vote being taken, the following members voted in favor thereof: . Those against same: None.

**CITY OF KASSON  
RESOLUTION #2 .x -19**

**RESOLUTION ACCEPTING DONATIONS FOR THE KASSON FIRE  
DEPARTMENT**

**WHEREAS**, The Dover Firefighters Relief Association has made a donation to the City of Kasson in the amount of \$11,020.00 to be allocated to lawful purposes to the Fire Department.

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KASSON, MINNESOTA:**

These donations to the City of Kasson Fire Department are hereby accepted.

**ADOPTED** this 13<sup>th</sup> day of February, 2019.

**ATTEST:**

\_\_\_\_\_  
Chris McKern, Mayor

\_\_\_\_\_  
Linda Rappe, City Clerk

The motion for the adoption of the foregoing resolution was made by Council Member and duly seconded by Council Member . Upon a vote being taken, the following members voted in favor thereof: . Those against same: None.

**CITY OF KASSON**  
**Resolution #2.X-19**  
**Local Government Resolution**

**Applicant Name:** City of Kasson

**BE IT RESOLVED** that the City of Kasson act as the legal sponsor for the project contained in the Application to be submitted on or before February 28, 2019 and that the Mayor and the City Administrator are hereby authorized to apply to the Department of Employment and Economic Development for funding of this project on behalf of the City of Kasson.

**BE IT FURTHER RESOLVED** that the City of Kasson has the legal authority to apply for financial assistance, and the institutional, managerial and financial capability to ensure adequate construction, operation, maintenance and replacement of the proposed project for its design life.

**BE IT FURTHER RESOLVED** that the City of Kasson has not violated any Federal, State or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

**BE IT FURTHER RESOLVED** that upon approval of its application by the State, the City of Kasson may enter into an agreement with the State of Minnesota for the approved project, and that the City of Kasson certifies that it will comply with all applicable laws and regulations as stated in all contract agreements.

**NOW, THEREFORE BE IT RESOLVED** that the Mayor and the City Administrator, or their successors in office, are hereby authorized to execute such agreements, and amendments thereto, as are necessary to implement the project on behalf of the Applicant.

**I CERTIFY THAT** the above resolution was adopted by the City Council of the City of Kasson on February 13, 2019.

\_\_\_\_\_  
Chris McKern, Mayor

\_\_\_\_\_  
Date

**WITNESSED:**

\_\_\_\_\_  
Theresa Coleman, City Administrator

\_\_\_\_\_  
Date

## Conflict of Interest Disclosure Form

This form gives grantees an opportunity to disclose any actual, potential or perceived conflicts of interest that may exist when receiving a grant. It is the grantee's obligation to be familiar with the Office of Grants Management (OGM) Policy 08-01, Conflict of Interest Policy for State Grant-Making and to disclose any conflicts of interest accordingly.

All grant applicants must complete and sign a conflict of interest disclosure form.

- I or my grant organization do NOT have an ACTUAL, POTENTIAL, or PERCEIVED conflict of interest.

If at any time after submission of this form, I or my grant organization discover any conflict of interest(s), I or my grant organization will disclose that conflict immediately to the appropriate agency or grant program personnel.

- I or my grant organization have an ACTUAL, POTENTIAL, or PERCEIVED conflict of interest. *(Please describe below):*

If at any time after submission of this form, I or my grant organization discover any additional conflict of interest(s), I or my grant organization will disclose that conflict immediately to the appropriate agency or grant program personnel.

Printed Name of Mayor or County Board Chair: Mayor Chris McKern

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

Name of City/County: City of Kasson

Date: February 13, 2019

Small Cities Development Program Application

APPLICANT: City of Kasson

Federal Objective/Goals/Budget Form

Fed. Obj. Codes*	Activity	# of units/goals	SCDP Cost Per unit	SCDP Cost/without admin	Total SCDP Admin	SCDP Admin %	Total SCDP Costs	Total Leveraged Resources	Source of Leveraged Funds (Mark (c) if funds are committed**.)	Totals
LMI	Owner-Occupied Rehab	20	22,500	450,000			450,000	75,600	Program Income (C), City of Kasson (C), Kasson Conservation Program Funds, Owner's Resources, Local Bank, Weatherization, Minnesota Housing Fix-Up Fund, Rural Development Section 504 Program	525,600
	Owner-Occupied Rehab Admin	20	3,375		67,500	15.0%	67,500	7,500	SEMMCHRA (C)	75,000
			<b>Totals</b>	<b>450,000</b>	<b>67,500</b>		<b>517,500</b>	<b>83,100</b>		<b>600,600</b>

February 13, 2019

Southeastern Minnesota Multi-County HRA  
Karen DuCharme, Administrative Development Director  
134 East Second Street  
Wabasha, MN 55981

**RE: COMMITMENT LETTER – MIF FUNDS**

Dear Karen:

The City of Kasson is committing \$75,600 of its MIF funds to the Small Cities Development Program for the City of Kasson to be used as installment loans for the owner's match requirements, if applicable. Installment loans can be borrowed at 3% for five (5) years.

In an effort to create a larger rehab effort and a long-term rehabilitation initiative within the City of Kasson, the City is committing \$50,000 to assist commercial property owners and other residential property owners outside of the designated owner-occupied housing rehabilitation target areas to ensure that the City's properties are preserved.

If you have any questions concerning this letter of commitment, please feel free to contact me at 507-634-7071 or email me at [cityadministrator@cityofkasson.com](mailto:cityadministrator@cityofkasson.com).

Sincerely,

Theresa Coleman  
City Administrator, City of Kasson

February 13, 2019

MN Dept. of Employment & Economic Development  
1<sup>st</sup> National Bank Building  
332 Minnesota Street, Suite E200  
St. Paul, MN 55101-1351  
Attn: Business & Community Finance Division, SCDP, Michelle Vang

**RE: KASSON SCDP APPLICATION – COMMITMENT LETTER**

Dear Michelle:

The Southeastern Minnesota Multi-County Housing and Redevelopment Authority (SEMMCHRA) has set aside \$5,000 of its own funds for the City of Kasson Small Cities Development Program application.

With such close proximity to Rochester, SEMMCHRA understands the ongoing needs to assist low- and moderate-income families who need assistance with the rehabilitation of their homes. We are committed to fulfilling this need.

If you have any questions concerning this letter of commitment, please feel free to contact Karen DuCharme at 651-565-2638, ext. 213 or email [kducharme@semmchra.org](mailto:kducharme@semmchra.org).

Sincerely,

Joseph P. Wheeler  
Executive Director (ext. 206)

## Application Signatures

By signing below, the individuals understand the activities contained in the application and understand any target areas, policy proposals, etc. that are contained in this proposal. We will expect signatures from the authorized official, and primary administrator representing their organization. If any other administrative entities with separate organizations will be carrying out grant functions, we will expect signatures from them as well.

Signature of Authorized Official:

---

Signature of Primary Administrator:

---

Signature of Administrative Entity, But Not Primary Administrator (if applicable):

Not Applicable

Signature of Administrative Entity, But Not Primary Administrator (if applicable):

Not Applicable

Provide additional signatures, if necessary.

# Small Cities Development Program

## Housing Rehab

### Eligible Properties

- Located in the geographic area that encompasses the application: TBD
- Suitable for rehabilitation (*total rehab cost cannot exceed 75% of the market value*)
- Current on property taxes
- Permanent structure

### Household Income

- Gross household income must be at or below 80% of the county median income
- All income verified through 3rd parties (*aids in determining eligibility for deferred loan*)

### Financial Assistance

- Deferred loan amount will vary on a case-by-case basis
- Deferred loans are secured with a Repayment Agreement. If the property is sold, title is transferred or is no longer the primary residence of the participant:
  - ~ within the first 6 yrs., the full amount must be repaid to the HRA
  - ~ the amount of repayment is reduced 20% for each year until the end of the 10th year.
  - ~ at the end of the 10th year, the loan is forgiven (becomes a grant)

### Eligible Activities

- Deferred loans may be used to:
  - ~ remove health, safety or other deficiencies & to bring the structure into compliance with the rehabilitation standards (*roofing, siding, plumbing, water supply, septic systems, or wiring*)
  - ~ improve the property by increasing the structure's energy efficiency (*insulation or installing storm windows*)
  - ~ modify or rehabilitate the unit to make it accessible for a handicap or disabled member of the household (*structural, exterior, bathroom, kitchen*)

## Dodge County Income Guidelines (2018)

Family Size	30% AMI	50% AMI	80% AMI
1	\$19,050	\$31,700	\$50,350
2	\$21,750	\$36,200	\$57,550
3	\$24,450	\$40,750	\$64,750
4	\$27,150	\$45,250	\$71,900
5	\$29,420	\$48,900	\$77,700
6	\$33,740	\$52,500	\$83,450
7	\$38,060	\$56,150	\$89,200
8	\$42,380	\$59,750	\$94,950

## Financial Assistance

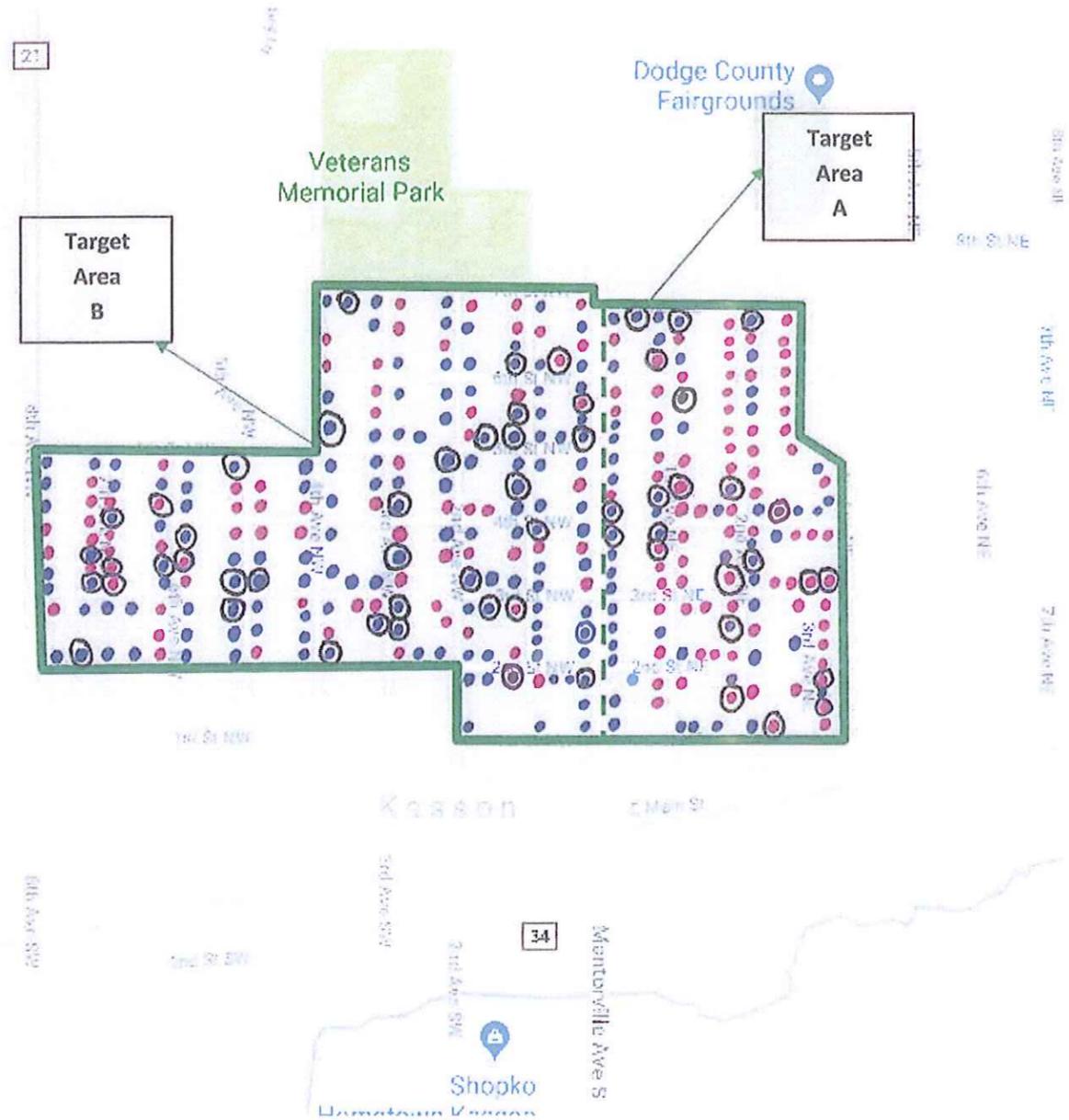
Income based on AMI	% Property Owner Match	% De-ferred Loan	Max. Deferred Loan Amount
0-30% AMI	0%	100%	\$25,000
31-50% AMI	4%	96%	\$24,000
51-80% AMI	10%	90%	\$22,500



134 East Second Street, Wabasha 55981  
 Phone: 651-565-2638, ext. 213  
 kducharme@semmchra.org



City of Kasson – Map of Target Areas “A” & “B” and Building Conditions  
Owner-Occupied Rehabilitation Activity



- Standard Building
- Substandard Building
- Interested Property Owner

**Theresa Coleman**

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**From:** Stephen Howarth <icearena@cityofkasson.com>  
**Sent:** Friday, February 01, 2019 9:16 AM  
**To:** Randy Lenth  
**Subject:** Revenue over fair time from 2018....

Theresa,

I went through the booked events, from the time we would be down, from last year's fair. The revenue from pre booked ice time was \$14674.73 plus other revenue \$361.00. The grand total was \$15035.73

Let me know if you need anything else,  
Howie

**KASSON ELECTRIC UTILITY  
COGENERATION AND SMALL POWER PRODUCTION  
RATE SCHEDULE**

**AVAILABILITY**

Available to all customers where the customer has qualified small power production or cogeneration facilities connected in parallel with the Utility's facilities. The customer is required to execute an Interconnection Agreement with the Utility. A Qualifying Facility (QF) is a cogeneration and small power production facility that satisfies the conditions in 18 Code of Federal Regulations, Section 292.101(b).

**TYPE OF SERVICE**

Alternating current, 60 hertz, at available secondary voltages.

**RATE**

The Utility shall pay the customer monthly for all energy furnished during the month at the rate shown in Section 1 - 4 below.

1. **Net Energy Billing:** Available to any QF of less than 40 kW capacity that do not select either the Roll Over Credits, Simultaneous Purchase and Sale Billing or Time of Day rates.

The Utility shall bill the qualifying facility for the excess of energy supplied by the Utility above energy supplied by the qualifying facility during each billing period according to the Utility's applicable retail rate schedule. The Utility shall pay the customer for the energy generated by the qualifying facility that exceeds that supplied by the Utility during a billing period as follows:

<u>Service Type</u>	<u>Average Retail Energy Rate</u>
Residential	\$ 0.1086 per kWh
All Electric Residential	\$ 0.0984 per kWh
Small Commercial	\$ 0.1139 per kWh
Large Commercial	\$ 0.0772 per kWh

2. **Roll Over Credits:** Available to any QF of less than 40 kW that do not select either Net Energy Billing, Simultaneous Purchase and Sale Billing or Time of Day rates.

Kilowatt-hours produced by the QF in excess of the monthly usage shall be supplied as an energy credit on the customer's energy bill, carried forward and applied to subsequent energy bills, with an annual true-up on December 31. Excess energy credits existing as of December 31 shall default back to the Utility with no compensation to the QF.

3. Simultaneous Purchase and Sale Billing: Available to any QF of less than 40 kW capacity that do not select or qualify for either the Net Energy Billing, Roll Over Credits or Time of Day rates and does not receive a time of day retail electric service from the Utility.

Utility shall pay the customer for all energy delivered as follows:

Energy Payment (\$/kWh)	\$ 0.03006
Capacity Payment for Firm Power (\$/kWh)	\$ 0.00

4. Time-of-Day Purchase Rate: Available to any QF of 100 kW capacity or less and available to QFs with capacity of more than 100 kW if firm power is provided.

Utility shall pay the customer for all energy delivered as follows:

On Peak Energy Payment (\$/kWh)	\$ 0.03872
Off Peak Energy Payment (\$/kWh)	\$ 0.02583
Capacity Payment for Firm Power (\$/kWh)	\$ 0.00

## TAXES

The rates set forth are based on currently effective taxes and the amount of any increase in existing or new taxes on the transmission, distribution or sale of electricity allocable to sales hereunder shall be added to the rates as appropriate to be paid by the customer.

## CITY ATTORNEY CONTRACT

This Agreement made this 1<sup>st</sup> day of January, 2019, between the **City of Kasson**, a Minnesota Municipal Corporation (the “City”), and **Weber, Leth & Woessner, PLC**, Dodge Center, Minnesota (the “Attorney”).

WHEREAS, Weber, Leth & Woessner, PLC consists of attorneys Melanie J. Leth, Timothy A. Woessner, and Brian L. Weber (of counsel). The City wishes this law firm to continue to serve as City Attorney and Prosecutor and is authorized to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual promises and conditions herein contained, the City and the Attorney agree as follows:

### **I. Term.**

The City hereby appoints Melanie J. Leth of Weber, Leth & Woessner, PLC, Kasson, Minnesota as the **CITY ATTORNEY** and **DEPUTY PROSECUTOR** and Timothy A. Woessner of Weber, Leth & Woessner, PLC, Kasson, Minnesota as **PROSECUTOR** and **DEPUTY CITY ATTORNEY** for the City of Kasson effective January 1, 2019, thru December 31, 2019, under the terms set forth herein or until a successor is duly appointed.

### **II. Scope of Legal Services.**

The Attorney shall perform all usual and customary legal services for the City, including but not limited to the following:

- A. Attend City Council meetings and all other City board, commission, or committee meetings as requested by the City Council or City Administrator.
- B. Draft and/or review ordinances, resolutions, and correspondence as requested.
- C. Review City Council agendas and meeting minutes as requested.
- D. Advise the Mayor, Council members, City Administrator, Department Heads, and other staff on city legal matters as requested.
- E. Prepare and/or review municipal contracts, such as contracts for public improvements, joint powers agreements, construction, and purchase of equipment.

- F. Represent the City in the acquisition of properties for public improvements, easements, and parks.
- G. Represent the City in condemnation proceedings for public improvement projects.
- H. Represent the City in matters related to the enforcement of City building, housing, zoning codes and environmental matters.
- I. Represent the City in employment related issues, labor negotiations, arbitrations, administrative hearings, and litigation.
- J. Provide written updates on new State or Federal legislation and/or judicial decisions impacting the City, and suggested actions or changes in operations or procedures to assure compliance.
- K. Provide advice and training on open meeting law, data practice, parliamentary procedure, records retention and privacy issues, including HIPPA.
- L. Interpret and advise with respect to municipal employment matters including but not limited to: PELRA, labor agreements, personnel policies, FLSA, veteran's preference, unemployment compensation, state land use statutes, City Code and TIF laws.
- M. Research and submit legal opinions on municipal or other legal matters as requested by City Council or City Administrator.
- N. Provide legal briefing to the City Administrator or Council regarding new or proposed legislation affecting municipal operations and activities, as requested.
- O. Represent the City in all litigation, except in those cases where insurance companies are required to exclusively provide defense.
- P. Review financing, special assessments, bonds and insurance requirements required by or for City contracts or activities in coordination with Bond Counsel.
- Q. Prepare and/or revise Conditional Use Permits and documentation, vacations of Rights-of-way, special assessments, planned unit developments, development agreements and subdivision and zoning requests.

- R. Draft correspondence on behalf of the City as requested by City Administrator or City Council.
- S. Assist the City in enforcement of City Ordinances, including the prosecution of cases arising out of the City zoning, housing, rental housing and building codes.
- T. Represent the City in criminal and non-criminal prosecutions as required by state statute, including drafting Complaints and attending court hearings.
- U. Process and present forfeiture cases on behalf of the Police Department.
- V. Answer inquiries of citizens on non-confidential City legal matters.
- W. Be available during regular office hours at Weber, Leth & Woessner, PLC.

### **III. Fees.**

The City shall compensate the Attorney at the rate of \$145.00 per hour for City Attorney time, at the rate of \$130.00 per hour for Prosecutor time, and at the rate of \$110.00 per hour for paralegal time for all legal services provided in this Agreement, payable on a monthly basis. Time shall be billed in 1/10th of an hour increments.

Upon request, all billings shall be broken down into various subdivisions, namely, criminal prosecution, Planning and Zoning Board, EDA, Library Board, Park Board, and general services. The Attorney shall submit a bill to the City on a monthly basis. The bill shall detail all time spent working on behalf of the City with items separated as above noted and shall include all costs advanced on behalf of the City.

### **IV. Conflicts of Interest.**

The Attorney shall not accept any client which would knowingly place it in a conflict of interest with the services to be provided to the City under this Agreement. If a conflict of interest should develop, the Attorney shall be responsible for taking the necessary steps to comport its representation of the City with the Lawyers Code of Professional Responsibility. In any event, the Attorney shall not represent any party against the City.

**V. Work Product.**

All files, other than original documents, drafted for or on behalf of the City by the Attorney shall remain the property of the Attorney. Provided nevertheless, the City, upon request, shall be entitled to copies of all files of the Attorney pertaining to City matters upon payment of reasonable copy or reproduction cost.

**VI. Affirmative Action.**

Because the City requires and follows a policy of Affirmative Action and will not tolerate discriminatory acts, the Attorney shall not discriminate against any person on the basis of age, sex, religious beliefs, political affiliations, or other protected classifications under federal, state, or local laws or regulations.

**VII. Insurance and Indemnification.**

Attorney agrees to maintain a valid policy of Professional Liability Insurance for the duration of this Agreement. Attorney further agrees to defend, indemnify, and hold harmless the City, its agents, and employees against all causes of action against the City or any of its agents or employees that arise from or as a result of the Attorney's actions or advice under the terms of this Agreement.

**VIII. Termination.**

The City or the Attorney may terminate this Agreement upon sixty-days written notice. Upon termination of this Agreement, the City shall only be responsible for the monthly billing accrued as of the date of termination.

**IX. Outside Counsel.**

The City expressly reserves its right to hire independent counsel on matters it determines requires an attorney with more experience or expertise in a particular field. Provided nevertheless, the City shall consult with the Attorney with regard to hiring independent counsel, and the independent counsel shall keep the Attorney informed as to the status of the particular matter in which the independent counsel is involved.

Weber, Leth & Woessner, PLC will not sub-contract out or assign any obligations or responsibilities under this Contract, except as set forth above, and in that case will only do so with approval of the City. Although we do not foresee any conflict of interest, should one

arise, the City will be immediately advised. Substitute counsel would only be employed with the consent of the City.

**X. Acceptance.**

The terms of this Agreement are hereby accepted and made binding upon and between the City and the Attorney.

CITY OF KASSON:

WEBER, LETH & WOESSNER, PLC

By: \_\_\_\_\_  
City Administrator      Date

By: \_\_\_\_\_  
Melanie J. Leth      Date

By: \_\_\_\_\_  
Mayor      Date

By: \_\_\_\_\_  
Timothy A. Woessner      Date

## MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Citizens Advisory Committee  
Brandon W. Theobald, P.E.

DATE: February 7, 2019

RE: TH 57 Reconstruction – Project Recommendations

### **Background**

The group has discussed the scope of the project and provides the following recommendations to the Council:

### **Recommendations**

#### Roadway Typical Section

The group recommends Option #2 on the attached figure as the preferred option to continue through the design process.

The group considered the recommendations from the comprehensive plan, MnDOT non-motorized transportation report, parking needs for the residential corridor and city trail continuity.

#### Streetscape

The group recommends Design Concept #A on the attached figure as the preferred option to continue through the design process. The next step in the design process should include detailed streetscape design for review and approval.

#### Street lighting

The group recommends the project include street lighting similar to Main St. for the commercial corridor. For the residential corridor the group recommends a residential light. Lighting similar to 16<sup>th</sup> Street NE should be considered for the residential corridor.

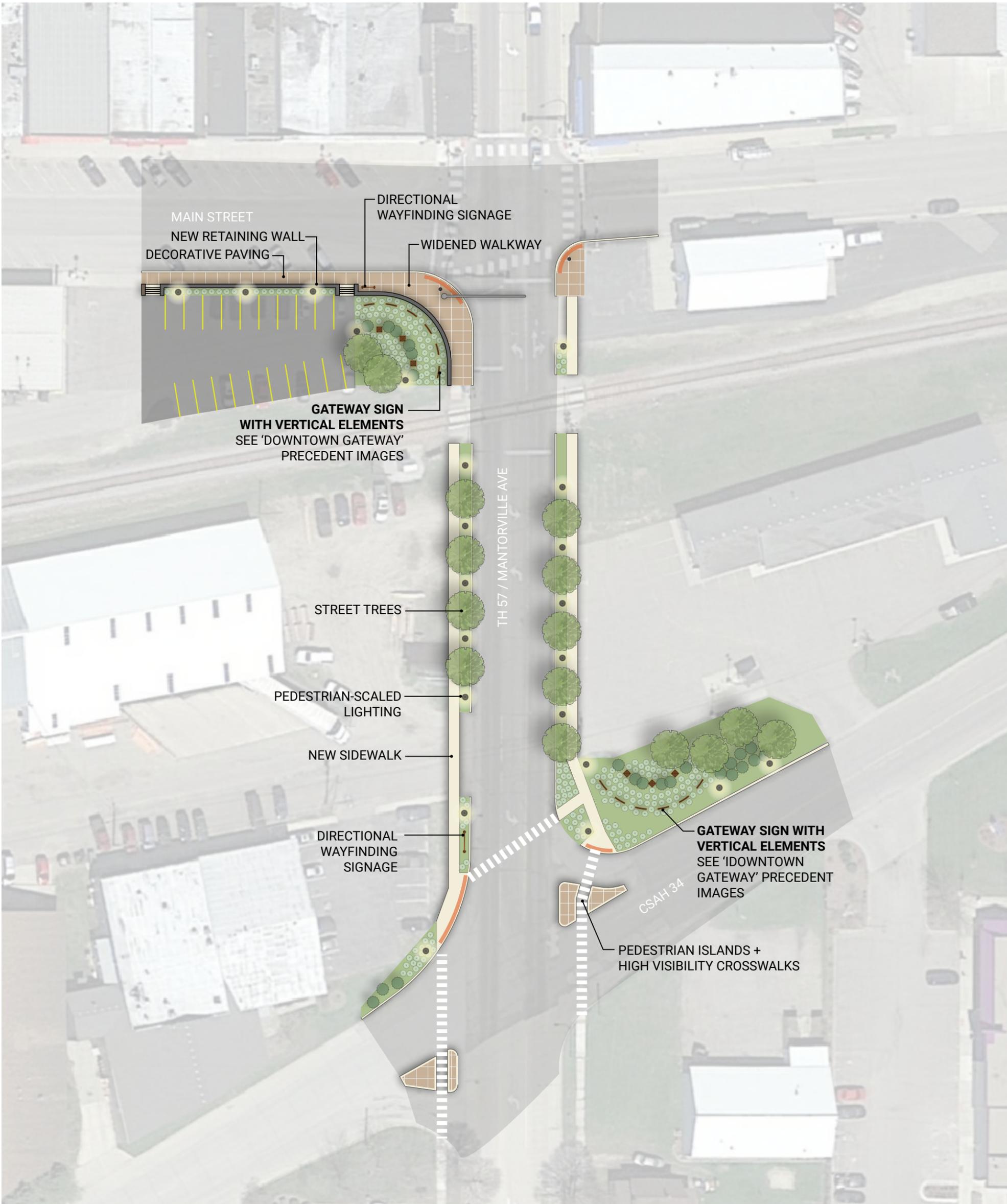
#### Wayfinding

The group recommends the City engage MnDOT to establish a plan to install wayfinding through the corridor and other areas of the City as shown on the attached Figure 7. Wayfinding/Directional Signage. This wayfinding may be part of a separate or larger project.

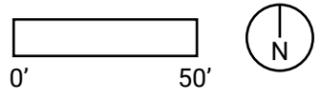
### **Council Action Requested**

We are requesting the Council concur with the recommendations and provide guidance to the design team.

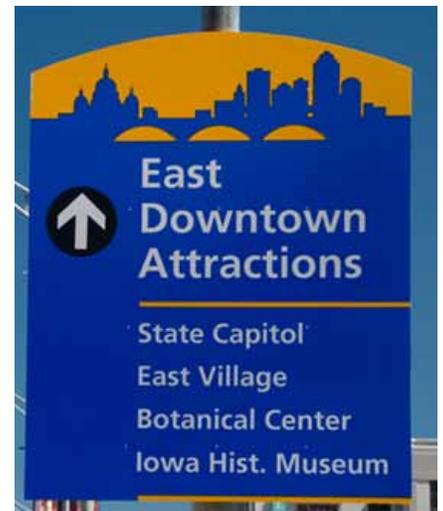
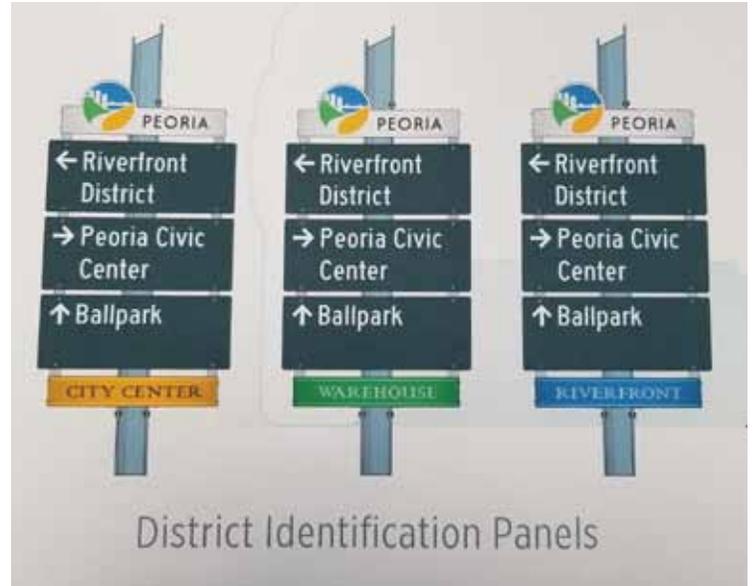




DRAFT CONCEPT A: DOWNTOWN GATEWAY



7. WAYFINDING / DIRECTIONAL SIGNAGE (CONTINUED)



January 29, 2019

MUNICIPALITY OF KASSON

Brandon Theobald

WHKS

2905 South Broadway

Rochester, MN 55904

**RE: NOTICE OF ANNUAL DISTRIBUTION**

Dear Brandon Theobald:

The following allotments will be credited to the accounts listed below in compliance with the 2019 Commissioner's Order, and will be released in accordance with the current rules.

<u>ACCOUNT NUMBER</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ALLOCATION AMOUNT</u>
90	MUNI CONST	\$220,129.00
94	MUNI MAINT	\$73,377.00

If you have any questions please contact Cindy Degener at 651-366-4877 of the State aid Finance Office.

Sincerely,



Margaret Anderson Kelliher  
Commissioner of Transportation

cc: City Clerk

**(Bold is updated or new, page #s and formatting will be completed once approved)**



# **CITY OF KASSON EMPLOYMENT POLICY HANDBOOK**

**Adopted by the City Council on \_\_\_\_\_, 2019**

**CITY OF KASSON**

## EMPLOYMENT POLICY

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**If this policy and union contracts differ union employees should consult their respective contracts**

CITY OF KASSON  
EMPLOYMENT POLICY

PART I.

A. GENERAL POLICY STATEMENT, ORGANIZATION & AUTHORITY

SCOPE

In adopting this policy, it is the intention of the City Council to establish, insofar as permitted by the laws of the State of Minnesota and the ordinances of the City of Kasson, a uniform City policy, and the following rules, regulations and policies shall apply to all City employees regardless of position except those policies applying to union members as stipulated in a union contract. Any conflict between these policies and other authorized guidelines shall be resolved by the controlling boards or commissions.

B. STATEMENT OF POLICY

It is the policy of the City of Kasson, in recognition of the essential rights of all employees and applicants as individuals, to provide equal opportunities without regard to race, creed, color, religion, national origin, age, sex, disability, ancestry, sexual orientation, marital status, status with regard to public assistance, or membership on a local human rights commission. This policy applies to all phases of employment including, but not limited to, recruitment, hiring and promotion in all job classifications.

It is also the policy of the City of Kasson to take Affirmative Action to insure that all personnel actions, such as rate of compensation, employee benefits, transfers, lay-offs, demotions, training, terminations and promotions shall be administered without regard to race, creed, color, religion, national origin, age, sex, disability, ancestry, sexual orientation, marital status, status with regard to public assistance, or membership on a local human rights commission.

The provisions of this personnel policy serve as a guide for administrative actions concerning City personnel matters. These guidelines as set forth supersede past practices and /or written representation of regular terms or conditions of employment. Rules set out below are not necessarily all-inclusive because circumstances that have not been anticipated may arise, which require or warrant appropriate disciplinary action, including discharge.

Failure of an employee to perform in a manner consistent with this policy shall constitute grounds for reprimand, suspension, demotion or dismissal.

C. RESOLUTIONS REPEALED

Resolutions relative to the personnel and employment policy heretofore adopted by the City Council are hereby repealed. All previous policies inconsistent with those contained herein are also repealed.

## D. DEFINITIONS

The following definitions apply throughout these rules, unless the context clearly requires another meaning:

Appointing Authority means the City Council or other officer or board authorized by the statute or lawfully delegated authority to make appointments to positions under the City policies.

Council means the City of Kasson City Council.

Day means calendar day except where otherwise stated in a specific rule.

Demotion means a change by an employee from a position to another position with less responsible duties and a lower salary range.

Department Head means an appointed City official duly authorized and responsible to supervise the activities of a department or agency under his or her jurisdiction. The persons in the following positions shall be considered to be Department Heads: the City Administrator, the Community Development Director, the Finance Director, the Electric Supervisor, the Water/Wastewater Supervisor, the Park and Recreation Director, the Director of Public Works, the Chief of Police, the Liquor Manager, Fire Chief, the Ice Arena Supervisor and the Library Director. Additionally, the City Administrator shall be the supervisor of all of the aforementioned Department Heads.

Desirable Qualifications means the requirements of training and experience desired but not necessary to qualify for a given position.

Dismissal means the termination of employment of an employee for cause.

**Employee means an individual who has successfully completed all stages of the selection process.**

**Fulltime means an employee who is required to work forty (40) or more hours per week year-round in an ongoing position.**

Layoff means the forced termination of employment because of shortage of funds or curtailment of services.

Military Leave means the leave of absence granted by state law to employees entering active duty in the armed forces of the State of Minnesota or the United States of America.

Medical Leave means the leave of absence granted by state and federal law to employees meeting the medical qualifications as set forth in policy.

Minimum Qualifications means the requirements of training and experience necessary to qualify for a given position.

Position means a group of current duties and responsibilities, assigned by a department head with recommendation and approval by the City Council, requiring the full or part-time employment of one person.

Probationary Period means the first six (6) months working test period during which a new appointee is required to demonstrate his or her fitness for the position to which he or she is appointed by actual performance of the duties of the position. Police have a one year probationary period.

Promotion means a change of an employee from one position to another with more responsible duties and a higher salary range.

Resignation means the termination of employment made at the request of the employee.

**Seasonal Employee means employees who work only part of the year (100 days or less) to conduct seasonal work. Seasonal employees may be assigned to work a full-time or part-time schedule. Seasonal employees do not earn benefits or credit for seniority. In order to comply with health care reform law while avoiding penalties, seasonal employees will be scheduled with business needs and in a manner that ensures positions retain seasonal status as intended or, in some rare instances, may be offered health insurance to comply with federal health care reform laws and regulations while avoiding associated penalties.**

Suspension means an enforced leave of absence with or without pay, for disciplinary purposes pending investigation of charges made against an employee.

Temporary Appointment means an appointment of a person not on a register to fill a position pending the establishment of a register for such position.

**Temporary Employee means an employee hired for a specific number of days not to exceed 180 days.**

Termination means retirement, resignation or dismissal of an employee.

Transfer means a change from one position to another having the same salary range and usually involving the performance of similar duties and requiring essentially the same qualifications of training and experience.

Veterans means all persons defined as veterans by Minnesota Statute Section 197.45, as amended.

Veterans Preference means the preference granted to veterans by Minnesota Statutes, Section 197.45 and Section 197.46 as amended.

**Weapons are defined to include all legal or illegal firearms, switchblade knives, or any other object that has been modified to serve as a weapon or that has the primary purpose of serving as a weapon.**

## PART II.

### A. PROCEDURES

#### 1) Applications

All applications for City positions may be obtained from the City Administrator's office of the City of Kasson. All applications shall be processed by the City Administrator and the appropriate Department Head at the authorization of the City Council. Applications for employment shall generally be made on application forms provided by the City. Other materials in lieu of a formal application may be accepted in certain recruitment situations as determined by the City Administrator or designee. **Supplemental questionnaires may be required in certain situations. All candidates must complete and submit the required application materials by the posted deadline, in order to be considered for the position.**

**Unsolicited applications will not be kept on file.**

**Position vacancies may be filled on an "acting" basis as needed. The City Council will approve all acting appointments. Pay rate adjustments, if any, will be determined by the City Council.**

#### 2) Examination

At the present time there are no validated examinations in use for general City employment. This does not apply to Minnesota Merit System or Civil Service.

#### 3) Conditions of Employment

All full and part time employees shall be required to pass a physical examination by a qualified licensed physician as a condition of employment. The physical examination shall be paid for by the City. **All employees required to drive City vehicles shall also have a drug test (urinalysis).**

As a condition of employment a criminal background check shall be performed on all applicants selected for interview for employment with the City of Kasson. The results of the criminal background check must be to the satisfaction of the City Administrator and the City Council.

As a condition of employment any potential new employee who would be required by their job description to use City vehicles shall have their driving record checked. The results of the driving record check must be to the satisfaction of the City Administrator and the City Council.

Police candidates are also required to take and pass a psychiatric evaluation. The psychiatric evaluation shall be paid for by the City.

As a condition of employment every employee shall enroll in Direct Deposit of their paycheck.

The use of public property for personal use is strictly forbidden. This includes but is not limited to: borrowing vehicles or equipment for private use; washing private vehicles in public buildings; changing oil or other mechanical work on a private vehicle in a public building (it makes no difference if it is the weekend); allowing others access to public building or equipment for personal use; using meeting rooms for private parties or events that are not regularly available to the general public, etc.

#### 4) Probationary Period

Every employee hired, rehired, transferred or promoted shall be required to successfully complete a probationary period of six months from the date of employment, transfer, or promotion. This period shall be used to observe closely and evaluate the employee's performance, to secure the most effective adjustment of the employee to his or her position. The evaluation procedure and the personnel policy shall be adhered to. Only employees whose performance meets the "meets expectations" standard of work shall be recommended for retention. The probationary period for police officers is 12 months.

In rare or unusual circumstances or conditions that prevent the making of a full and fair determination as a basis for granting regular status or terminating the employee, a six-month extension of the probationary period may be granted. A request for extension must be made through the office of the City Administrator with final decision by the City Council. A request for extension must be submitted by the beginning of the sixth month and shall specify the reasons why the extension is required. A copy of the request shall be provided to the probationary employee.

#### 5) Terminations

##### a. Resignation

An employee may resign from City employment by presenting his or her resignation in writing to the supervisor, with a copy to the City Administrator. At least 14 calendar days shall be required to resign in good standing. Department Heads shall be required to give at least 30 days written notice of termination. Unauthorized leave of absence by an employee for three consecutive workdays shall be considered as a resignation by such employee.

##### b. Reduction In Force

The City Council may terminate an employee without prejudice for the reasons of abolition of a position, shortage of work or funds, or other valid reasons outside the employee's control. No employees shall be terminated while there are emergency, limited-term or probationary employees serving in the same type of position.

##### c. Retirement

Employees intending to retire should notify the City Administrator's office at least 30 days prior to their last workday.

##### d. Termination of Employment Process

An employee desiring to terminate employment shall notify his/her department head in writing (signed) of his/her intention to retire or resign. The copy of this notice shall be sent to the office of the City Administrator for submission to the City Council.

On the employee's final date of employment, he/she shall be responsible for the surrender of all City property to include keys, equipment, materials, city issued clothing, **files, records, usernames,**

**passwords**, etc., to his/her department head. Said items returned shall then be verified by employee's department head as a separate entry in employee's personnel file.

The City Administrator shall issue the appropriate warrants for pay and separation benefits and conclude the individual employee record.

#### 6) Status Changes

##### a. Promotions/Transfers

Promotions or transfers may be made in emergency situations or when deemed practical by a Department Head and approved by the City Council. The employee must already possess the required qualifications and the required probationary period shall begin from the date of promotion.

Whenever an employee transfers from one City position to another, he or she shall carry with him or her to the new position any accumulated sick leave and vacation benefits, as well as his or her seniority.

#### 7) Evaluation

New employees shall receive training and periodic feedback as to their performance during their probationary period.

Upon the expiration of the probationary period, the employee shall be evaluated using standard evaluation procedures to determine whether the employee shall be placed on regular status. The evaluation date shall be based on the position hire date.

Each regular employee shall be evaluated annually in a private meeting with at least the immediate supervisor, the results to be placed in the employee's personnel file following Council action. Evaluations shall be considered in determining wage/salary step increases and in making promotions, demotions and dismissals. **At least a "meets expectations" is required to be able to gain a step on the pay scale.**

#### 8) Other Employment

Although other employment is not encouraged by the City, any City employee engaging in outside employment shall adhere to the following guidelines:

Employees may not engage in any outside occupation, employment or business that might hinder their impartial or objective performance of their public duties, be incompatible with their City employment or impair their efficiency on the job. Bona fide members of the Kasson Fire Department or the "First Responders," may, at their discretion, respond to emergency fire or medical calls during regular hours of employment; however, City employees performing emergency or critical duties for the City at the time of an emergency fire or medical call, shall not respond to said emergency fire or medical call.

Other employment shall be regarded as secondary to regular City employment and shall not interfere with availability of employees for emergency or call in duty. There shall be no worker's compensation or sick leave payments to any individual injured in the course of outside employment.

## 9) Disciplinary Actions

### a. Verbal Reprimand

A verbal reprimand shall be the most informal type of discipline, and shall be the initial means with which violations of this policy or departmental policy shall normally be dealt. Upon the recognition of a violation by, or problem with, an employee, the Department Head shall serve documented notice on the employee by verbal reprimand with his/her recommendation toward resolving the employee's action.

### b. Written Reprimand

Upon the failure of verbal reprimand to correct a condition under which employee's performance continues to be substandard or unsatisfactory, or if the employee continues to violate policies of the City, the responsible department head may resort to reprimanding the employee in writing. A written reprimand shall be construed as a warning, and shall clearly describe the nature of the violation and required action and shall be signed by both the department head and the employee. The department head shall cause a copy of the written reprimand to be furnished to the City Administrator's office. The employee shall have the opportunity to respond to the charges conveyed in the reprimand. **Serious infractions may require skipping either the oral or written reprimand, or both.**

### c. Suspension, Demotion, and Discharges and Causes Therefore

When a department head has good reason to believe that an employee under his or her jurisdiction has given cause for his or her suspension, demotion or discharge, he or she shall notify said employee, in writing, setting forth the charges against him or her. Said written charges shall, with the recommendation of the City department head, then be filed immediately with the City Administrator for subsequent action by the City Council. Upon an official action by the City Council, the City Administrator shall cause a statement of such findings and the decision of the City Council to be served in writing on the employee. Service of this decision upon the employee shall constitute an official notice of his or her suspension, demotion, discharge or exoneration as the case may be. The charges, reply and order of the suspension, demotion, discharge or exoneration shall be filed in the City Administrator's office in the employee's personnel file.

The following causes, while not exclusive, may be causes for suspension, demotion or discharge of an employee from City employment; when such employee:

1. Has violated any lawful and responsible official regulation or order or failed to obey any lawful and reasonable direction made and given by his/her superior(s), when such violation or failure to obey constitutes an act of insubordination or a serious breach of proper discipline has resulted or may reasonably be expected to result in loss or injury to the employee, co-worker or the public;
2. Has been determined intoxicated or impaired due to a prescribed or an unprescribed narcotic drug while on duty;
3. Has been wantonly offensive in his or her conduct or language toward the public or other employees;

4. Has been incompetent or inefficient in the performance of the duties of his or her position;
5. Is careless or negligent with property of the City;
6. Has used, threatened or attempted to use, political influence in securing promotion, leave of absence, transfer, change of classification, pay or nature of work;
7. Has been induced, has induced, or attempted to induce an employee in City government to commit an unlawful act, or to act in violation of any lawful and reasonable official regulation including this policy, or has taken any fee, gift, or thing of value in the course of his or her work or in connection therewith for his or her personal use from any person, when such fee, gift, or item of value is given in the hope or expectation of receiving a favor or better treatment than that normally accorded other persons;
8. Has been absent from duty without leave as defined in this policy or has failed to report after leave of absence has expired, or after such leave of absence has been disapproved, revoked or canceled by the City Council; provided, however, that if such absence or failure to report for duty is excusable, the department head with the approval of the City Council may revoke the charges;
9. Has willfully made a false statement in any questionnaire, application, or form designed or used for the purpose of gaining employment in the City; or has shown proven dishonesty in the performance of duties;
10. Has been guilty of gross misconduct, which shall include but not be limited to petty theft or loan of public property for private or personal use on or off government premises;
11. Illegal sales of intoxicating beverages by employees of the Municipal Liquor Store:

Any employee of the Kasson Municipal Liquor Store who commits an "illegal sale" of an intoxicating liquor shall be discharged notwithstanding any other section or provision contained in the City of Kasson Employment Policy. When the Kasson Municipal Liquor Store manager has good reason to believe that an employee under his/her jurisdiction has made an illegal sale, he or she shall notify said employee, in writing, setting forth the charges against him or her. Said written charges shall then be filed immediately with the City Administrator for subsequent action by the City Council. Upon an official action by the City Council, the City Administrator shall cause a statement of such findings and the decision of the City Council to be served in writing on the employee. Service of this decision upon the employee shall constitute an official notice of his/her discharge or exoneration as the case may be. The charges, reply and order of discharge or exoneration shall be filed in the City Administrator's office in the employee's personnel file.

For the purposes of this section, an "illegal sale" of intoxicating liquor shall be any one or a combination of the following acts:

- a. A sale of intoxicating liquor to a minor.
- b. The sale of intoxicating liquor to an obviously intoxicated person.

- c. The sale of intoxicating liquor on a day or at a time when, by statute, it is illegal to sell intoxicating liquor.

#### 10) Hours of Work

The regular workday for Kasson City Employees shall be eight hours. The regular workweek shall be 40 hours. Department heads reserve the right to vary the scheduling depending on need not to exceed 40 hours in a seven day (Sunday-Saturday) period.

Department heads may schedule lunch periods for their respective employees on a staggered basis, in those departments where keeping that department open during lunch and break periods is necessary. **An unpaid lunch break of at least 30 minutes will be given to employees when an employee works eight (8) or more consecutive hours.** Fifteen minutes shall be the maximum normal rest period and may be taken twice daily at the discretion of the respective department head. Rest breaks are not to be used to extend lunch breaks, extending starting time or used to leave early. Rest breaks may not be accumulated.

Union employees should consult their individual contracts

#### 11) Overtime

##### a. Exempt Positions

Exempt employees working for the City of Kasson meet the criteria outlined in one of the four Fair Labor Standards Act (FLSA) exemptions (Executive, Administrative, Professional and Computer) in order to meet the “duties” test and be considered exempt.

Exempt employees under the Fair Labor Standards Act are required to work the number of hours necessary to fulfill their responsibilities including evening meetings and/or on-call hours. In recognition for working extra hours, these employees may take some time off during the normal working hours with supervisory approval. Employees shall not earn overtime but also shall not be subject to variations in pay based on quality or quantity of work actually performed. Exempt employees receive a predetermined amount of pay each pay period. Exempt employees must submit a time sheet to report paid sick, holiday and vacation leave. Submission of a time sheet for regular work hours is voluntary.

Exempt employees are required to use paid leave when on personal business or away from the office for four (4) or more hours on a given day. Exempt employees must communicate their absence to the City Administrator or his/her designee who has discretion to deviate from the standard leave policy for specific situations. Additional notification and approval requirements may be adopted by the City Administrator for specific situations as determined necessary.

Absences of less than four (4) hours do not require the use of paid leave as it is presumed that the staff member regularly puts in work hours above and beyond the normal workday requirement.

If one of the above employees regularly absents themselves from work under this policy and it is found that there is excessive time away from work which is not justified, the situation shall be handled as a

performance issue. If it appears that less than forty (40) hours per week is needed to fulfill the position's responsibilities, the position shall be reviewed to determine whether a part-time position shall meet the needs of the City.

The time off for working in excess of 40 hours shall not be on a one-for-one basis. Deductions from the weekly salary may be made when: The employee is absent for a day or more for personal reasons unrelated to illness or injury; the employer imposes penalties for a major safety violation (e.g., suspension without pay); no work is performed in that week.

**b. Non-Exempt Positions**

The maximum workweek for non-exempt employees shall be 40 hours. Overtime may be worked with the prior consent of the respective department heads. When an employee works more than forty (40) hours, the City must pay overtime at the rate of 1 1/2 times the employer's rate of pay, or shall grant time off through compensatory time at 1 1/2 hours off for each hour of overtime worked.

Union Employees should consult their respective contracts.

Vacation, sick leave, and breaks of less than 15 minutes shall be counted as hours worked for the purpose of determining entitlement to overtime compensation.

**c. Compensatory Time**

Compensatory time-off shall be the preferred method of overtime payment. This shall mean that employees shall receive time and 1/2 of their normal hours, for all hours worked in excess of 40 hours per week credited to the employee's overtime account. This overtime shall then be used as time off at such time mutually agreeable to the employee and the Department Head. The employee shall have the option of choosing compensatory time or monetary compensation for hours worked in excess of 40 hours per week. It is intended the above procedure shall permit the City to provide each regular employee with a full paycheck on a year around basis and to avoid unpaid layoffs.

Comp-time shall be used up as time off as soon as practical. The compensatory time off must be documented on the employee's time form, and may not at any time accrue to more than 80 hours of available compensatory time. Compensatory time off shall not be counted as hours worked for the purpose of determining entitlement to overtime compensation.

**d. On-Call**

**Union employees should consult their respective contracts.**

**e. Court Time**

When a police officer is required to appear in court on City matters on his day off, court time shall be considered work time. The officer shall be paid for court time from the time they leave their home destined for the courthouse to the time they return home from the courthouse.

**Union Employee Consult your Contract**

**f. Meals, Breaks**

**Police Union Employees Consult your contract.**

If a police officer is not completely relieved from duty for the purposes of eating regular meals (breakfast, lunch or dinner), these meal periods shall be considered work time in the computation of the officer's entitlement to overtime compensation. If the police officer is completely relieved from duty for the purpose of eating regular meals, these bona fide meal periods shall not be considered as work time.

g. Seasonal, Temporary and Part Time Employees

Seasonal, temporary, part-time employees shall be paid overtime in an amount equal to the minimum overtime rate established by the State of Minnesota Fair Labor Statutes Act.

12) Compensation Plan

The City of Kasson utilizes a Base Pay Structure adjustments may be made upon approval of the City Council.

a. Regular Employees

**Only those employees who receive a “meets expectations” or higher on their annual performance evaluations shall be eligible for continued pay adjustments.**

b. Part Time Employees

**Once the part-time employee has worked 1000 hours they shall have a performance evaluation and based on the outcome of that performance evaluation with a “meets expectations” or higher they would be eligible for a step increase.**

c. Paydays

Paydays shall be on a biweekly basis. All employees shall participate in the electronic transfer of paychecks, known as Direct Deposit.

13) Drug Free Awareness Program

The City's ongoing "Drug-free Awareness Program" is hereby established to inform employees regarding:

1. The dangers of drug abuse in the workplace.
2. The City's policy of maintaining a drug-free workplace.
3. Any available drug counseling, rehabilitation, and employee assistance programs.
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

It shall be the responsibility of the Office of City Administrator to inform all new employees of this policy at orientation and all present employees by written notification.

#### 14) Drug-Free Workplace Policy

##### a. Scope

The Drug-Free Workplace Act of 1988 (hereafter "Act") was enacted on November 18, 1988, as part of other federal omnibus drug legislation. This law requires organizations applying for federal grants to certify that they shall provide a drug-free workplace.

In accordance with the Act and for the benefit of its employees, the City of Kasson through the implementation of this policy is committed to maintaining a drug-free workplace.

##### b. Policy

The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace. Any violation of this policy by an employee of the City of Kasson shall result in personnel action as indicated in Item C, including possible termination of employment, when appropriate.

##### c. Guidelines

###### 1. Terminology

Unless otherwise indicated in this policy, the terms used have the same meanings that they have in the Act and in the regulations adopted pursuant to the Act. The term "workplace" refers to all facilities or places operated or owned by the City as well as any location at which an employee is engaged in work for the City.

###### 2. Responsibilities

- a. As a condition of employment, employees shall abide by the policy and notify the office of the City Administrator of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after the conviction.
- b. Within ten (10) days after receiving such notice from the employee or otherwise receiving actual notice of the conviction, the City shall notify the appropriate federal agency.
- c. In addition, within thirty (30) days of receiving such notice from the employee or otherwise receiving actual notice of the conviction, the City shall take at least one (1) of the following actions in regard to the convicted employee:
  - 1. Take appropriate personnel action against the convicted employee, up to and including termination; and/or

2. Require the convicted employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

d. Procedures for employees with Commercial Driver's Licenses who test positive for drugs or alcohol must follow procedures set out in the MMUA Drug and Alcohol Testing Consortium.

#### Alcohol Testing, Limitation of Duties and Employee Compensation

If the test of a City of Kasson Employee, who is subject to the requirements of 49 C.F.R. Part 382, results in an MRO verified positive test or breath test for alcohol with an alcohol concentration of 0.04 or greater, the employee is placed on leave immediately following notification and is permitted to use compensatory time, sick time or vacation time, and/or unpaid leave. At a minimum, an employee who has violated the prohibited alcohol use rules shall not be allowed to return to duty until a subsequent test results in an MRO verified negative test.

An employee whose test results indicate an alcohol concentration of 0.02 or greater, but less than 0.04, shall not be allowed to perform safety sensitive functions until the start of the employees next regularly scheduled duty period, but not less than 24 hours following the alcohol test. The employee shall not be allowed to drive City vehicles during the same period and a designated supervisor shall arrange for the employee to receive a ride home. Leave shall continue as described herein until a subsequent test results in an MRO verified negative test.

#### Drug Testing, Limitation of Duties and Employee Compensation

If the test of a City of Kasson employee, who is subject to the requirements of 49 C.F.R. Part 382, results in an MRO verified positive test for drugs, the employee is placed on leave immediately following notification and is permitted to use compensatory time, sick time or vacation time and/or unpaid leave. The employee is entitled to the option of a retest of the initial sample for confirmation, the cost of which is provided for by the employee.

#### Assessment, Treatment and Follow-up Testing for Drugs or Alcohol

The employee shall be referred by the City of Kasson to an appropriate substance abuse professional for assessment and enrollment in a treatment and rehabilitation program. The employee must be assessed and, if recommended by the substance abuse professional, initiate treatment for drug or alcohol abuse by the preapproved agency as quickly as possible, but within a time not to exceed five working days. Results of the positive drug or alcohol test and terms of the rehabilitation shall remain confidential, except as provided by the Federal Regulations.

Employees referred to the treatment of a rehabilitation program as a result of an MRO verified positive drug test or breath or other test showing an alcohol concentration above 0.04, must comply with all other conditions of treatment and counseling program recommended by the substance abuse professional.

Successful completion of the prescribed program shall be required for the employee to continue employment with the City of Kasson. Return to duty shall occur only upon the direction of the MRO or

substance abuse professional. Upon returning to work, employees shall be subject to a minimum of six unannounced tests for a period of not to exceed sixty months.

### Financial Responsibility

All insurance benefits in force at the time of the position test shall continue at the expense of the City, and shall be reimbursed by the employee within sixty days of his or her return to work or upon termination of the employee's employment, whichever occurs first thus assuring the continuation of benefits for the employee upon return to work. All expenses of the substance abuse treatment and rehabilitation program shall be paid for by the employee, with the employee health insurance provider funding that portion as provided in the benefit plan. Employees opting to not comply with any portions of the assessment, treatment and follow-up requirements, also opt to discontinue employment with the City of Kasson, at which time the costs incurred by the City are due in full.

### Work Duties and Return to Work

Non-covered duties of the employee on leave shall be reassigned until the MRO or substance abuse professional determines that the employee may return to duty. Employees who undergo substance abuse treatment and counseling under this policy and who continue to work for the City of Kasson must meet all established standards of conduct and job performance.

### Disciplinary Actions

An employee holding a commercial drivers license whose test results indicate drug use or alcohol concentration of 0.04 or greater shall be subject to the Disciplinary Actions for employees as outlined in this Policy.

### Repeat Offense

If an employee is undergoing substance abuse treatment and counseling or has returned to duty upon successfully completing such treatment and rehabilitation and a subsequent test is verified by the MRO as positive, or results in an alcohol concentration of 0.04 or greater, the employee shall be terminated.

## 15) Mutual Respect Policy

### a. Purpose

Mutual respect, consideration, and courtesy are traditional at the City of Kasson and are expected of every member of its staff. All staff members of the City of Kasson have the right to pursue their careers without fear of intimidation or harassment from co-workers or their organizational superiors.

### b. Policy

Disrespectful behavior of any kind -- sexual or any other form, ranging from malicious or idle gossip, backstabbing, inappropriate humor and subtle hints to overt acts, threats or physical contacts--shall not be tolerated. An individual who experiences intimidation or harassment is asked to report it, using the complaint policy and procedure listed in item 15A.

### 15A Complaint Policy and Procedure

Complaints directed to City Administrator, the Department Heads or Supervisors shall be considered as to whether the complaint alleges illegal activity, a violation of city policy, or simply poor employee conduct. The City particularly and specifically has an obligation to investigate if there are complaints of discrimination or harassment; employee theft, embezzlement, or fraud; retaliation based upon making a complaint or claim of any type of harassment. No employee who reports a complaint shall be retaliated against in any way. Retaliation of any type shall also be categorized as harassment under the Mutual Respect Policy. All written complaints must be investigated. All written complaints must be signed, confidentiality cannot be guaranteed.

In a timely manner, response to a complaint may include some or all of the following:

- Consultation and review of employee handbooks, personnel policies, union contracts, city code and other written procedures, particularly to determine the appropriate course of action and documentation.
- Contact with law enforcement if necessary
- Selection of an investigator, if it is not the person to whom the complaint was made.
- Interview with the complainant
- Interview with offender
- Interviews with others as appropriate
- Review of information gathered
- If appropriate, corrective action shall be taken. The City has the right to apply any sanctions or a combination of sanctions to deal with unreasonable conduct, such as:
  - Counseling the offender(s)
  - Establishment of an improvement plan
  - Probation, with a warning of suspension or discharge for continuing or recurring offenses
  - Suspension without pay
  - Termination

Any disciplinary action resulting from a complaint should be placed in the offender's personnel file.

If at the end of the review conducted by the City Administrator, the Department Heads or Supervisors, the complainant feels the complaint is not satisfactorily resolved, the person may approach the City Council.

### 16) Harassment Policy

The City of Kasson is committed to providing a work environment that is free of discrimination. Harassment based upon a person's race, creed, color, religion, national origin, age, sex, disability, ancestry, sexual orientation, marital status, status with regard to public assistance, or membership on a local human rights commission is unlawful. In keeping with this commitment, the City of Kasson strictly prohibits unlawful harassment in any form, including verbal, physical and visual harassment.

This policy strives to provide a safe work environment, free from unreasonable interference, intimidation, hostility or offensive behavior on the part of supervisors, co-workers, visitors or agents of the City. This included a prohibition against posting, wearing or distributing items that may be considered offensive. It also acknowledges that harassment of all types is against the law and shall not be tolerated by the City of Kasson.

If an employee believes they have been harassed by a co-worker, supervisor, visitor, or agent of the City, they should follow the Complaint Policy and Procedures set out in 15A of this handbook.

#### 17) Sexual Harassment Policy

It is the policy of the City of Kasson that sexual harassment of employees is prohibited. The City of Kasson believes that every employee has the right to a work environment free from sexual harassment. Any employee found to have acted in violation of this policy shall be subject to appropriate disciplinary action, which may include termination.

"Sexual harassment" includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact or other verbal or physical conduct or communication of a sexual nature when:

1. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of an individual's employment; or
2. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment; or
3. that conduct or communication has the purpose or effect of substantially interfering with an individual's employment or creates an intimidating, hostile, or offensive work environment; and the employer knows or should know of the existence of the harassment and fails to take timely and appropriate action; or
4. such conduct is based on sex and would have not occurred "but for" the sex of the victim even though it is not clearly sexual in nature of an explicit sexual advance.

Anyone wishing to file a claim of sexual harassment should follow the Complaint Policy and Procedure set out in 15A of this handbook.

#### 18) Conflict of Interest Policy

To maintain proper control and accountability over City functions and operations and to reduce potential organizational conflicts of interest that may arise due to the employment of an employee's spouse, relative or roommate, the following policy shall apply:

- a. The term "relative" when used in this policy shall mean any two or more individuals who are related to each other by blood, marriage, adoption or legal guardianship. This shall include "relative" of council members or their spouses as defined here.

- b. The term “roommates” when used in this policy shall mean any two or more individuals who reside in the same dwelling unit.
- c. The City shall not employ two or more roommates or two or more persons who are relatives in regular full-time or regular part-time positions under the following circumstances:
1. Where one employee shall appoint, supervise, evaluate, discipline or dismiss another of his/her relatives or his/her roommate.
  2. Where one employee shall be responsible for auditing the work of another member of his/her relatives or his/her roommate.
  3. Where confidentiality of the City would be compromised.
  4. Where other circumstances exist which would place those defined as “relatives” or “roommates” in a situation of actual, reasonably foreseeable or perceived conflict between the City’s interest and their own.

#### (19) COMMUNICATIONS

EVERYTHING INCLUDED IN THE COMMUNICATIONS SECTION IS SUBJECT TO THE MN DATA PRACTICES ACT AND IS THE PROPERTY OF THE CITY OF KASSON

##### General Information:

This policy serves to protect the security and integrity of the City of Kasson’s electronic communication and information systems by educating employees about appropriate and safe use of available technology resources. Computers and related equipment used by City employees are property of the City. The City reserves the right to inspect, without notice, all data, e-mails, settings or any other aspect of a City-owned computer or related system, including personal information created or maintained by an employee. The City shall do so on an as-needed basis as determined by the City Administrator or Department Head.

An employee who violates any aspect of this policy may be subject to revocation of certain system privileges or disciplinary action up to and including termination.

##### A) Personal Use

The City recognizes that some personal use of City-owned computers and related equipment has and shall continue to occur. Some controls are necessary, however, to protect the City’s equipment and computer network and to prevent abuse of this privilege.

- Reasonable, incidental personal use of City computers and software (e.g. word processing, spreadsheets, e-mail, Internet, etc.) is allowed but should never preempt or interfere with work use. All use of City computers and software, including personal use, must be consistent with provisions in this policy.

- Employees shall not connect their own peripheral tools or equipment to City owned systems (such as digital cameras, PDAs, disks or flash cards, etc.), without prior approval from the City Administrator or Department Head and must follow provided directions for protecting the City's computer network.
- Files from appropriate personal use of the City's equipment may be stored on your computer's hard drive, providing the size of all personal files does not exceed 50MB.
- The City may inspect any data or information stored on its equipment or network, even if the information is personal to the employee.
- City equipment or technology shall not be used for personal business interests, for-profit ventures, political activities or other uses deemed by the City Administrator to be inconsistent with City activities. If there is any question about whether a use is appropriate it should be forwarded to the City Administrator for a determination.
- Only city employees may use city-owned equipment.

#### Software, hardware, games and screen savers

In general, the City shall provide all software and hardware required for an employee to perform his or her job duties. Requests for new or different equipment or software should be made to your supervisor. Except as provided below, employees shall not download or install any software on their computer without the prior approval of the City Administrator. The City reserves the right to remove any unauthorized programs or software, equipment, downloads or other resources.

Microsoft clipart and photo files contained on the site [www.microsoft.com](http://www.microsoft.com) may be downloaded by employees without prior approval. "Automatic Microsoft updates" may be downloaded without prior approval and should be completed by a user within two days of notice.

Unapproved software or downloads (free or purchased), hardware, games, screensavers, toolbars, clipart, music and movie clips, other equipment, software, or downloads that have not been specifically approved by the City Administrator may compromise the integrity of the city's computer system and are prohibited.

#### B) Internet

The following considerations apply to all uses of the Internet whether business related or personal.

- There is no quality control on the Internet. All information found on the Internet should be considered suspect until confirmed by another source.
- Employees may not participate in any Internet chat room unless the topic area is related to City business
- The City may monitor any employee's use of the Internet without prior notice, as deemed appropriate by the City Administrator.
- Reasonable personal use of the Internet during non-work hours (breaks, lunch hour, before or after work) is permitted. Employees may not at any time access inappropriate sites. Some examples of inappropriate sites include but are not limited to adult entertainment, sexually explicit material, or material advocating intolerance of other people, races, or religions, etc. With the exception of the Police Department for use in an investigation. If you are unsure whether a site may include inappropriate information, you should not visit it.

- Internet use during work hours should be limited to subjects directly related to job duties.
- No software or files may be downloaded from the Internet unless approved in advance by the City Administrator. This includes but is not limited to free software or downloads, maps weather information, toolbars, music or photo files, clipart, screensavers and games.

### C) Electronic Mail

The City provides employees with an e-mail address for work-related use. Some personal use of the City's e-mail system by employees is allowed, provided it does not interfere with an employee's normal work and is consistent with all City policies.

Employee e-mails (including those that are personal in nature) may be considered "public" data and may not be protected by privacy laws. E-mail may also be monitored as directed by the City Administrator and without notice to the employee. The following policies relate to e-mails of both business and personal content:

- Use common sense and focus primarily on using e-mail for City business. Never transmit an e-mail that you would not want your boss or other employees to read (e.g. avoid gossip, personal information, swearing, etc.)
- Use caution or avoid corresponding by e-mail on confidential communications (e.g. letters of reprimand, correspondence with attorneys, medical information, etc.)
- Do not open e-mail attachments or links from an unknown sender. Delete junk or "spam" e-mail without opening it if possible. Do not respond to unknown senders.
- Do not use harassing language, including sexually harassing language or any other remarks including insensitive language or derogatory, offensive or insulting comments or jokes in an e-mail.
- Do not gossip or include personal information about yourself or others in an e-mail.
- Do not curse or use swear words in an e-mail.

### D) Instant Messaging

The city does not provide employees with resources or tools to communicated by Instant Messaging (IM) when conducting city business. Employees are not allowed to use IM as a mechanism for personal communication through the city's computer network or when using city equipment, and are not allowed to download or install any IM software on their city computer.

### E) Social Media

Cities should distinguish between use of social media sites such as Facebook and MySpace, et al., blogs and microblogs such as Twitter, for official city business versus personal use. When using social media to support official city business in accordance with job duties, individuals should clearly identify themselves as connected to the city. Personal use of social media by city staff – whether about the city or not, and whether positive or negative – shall reflect on the city as a whole. Personal use of social media should not violate any city policies already in existence, such as those on harassment prevention.

### F) Storing and transferring documents

Electronic documents, including e-mails and business-related materials created on an employee's home or personal computer for City business, should be stored on the City network in accordance with records retention policies for that department. The following are some general guidelines that may be useful to consider:

- E-mail that is simple correspondence and not an official record of City business should be deleted (from both the "Inbox" and the "Deleted" box) as soon as possible and should not be retained by employees for more than three months. The City shall not retain e-mails longer than one year on the network or in the network back-ups.
- E-mail that constitutes an official record of City business must be kept in accordance with all records retention requirements for the department and should be copied to appropriate network files for storage.
- City-related documents that an employee creates on his or her home computer or any other computer system should be copied to the City's network files.
- Documents or e-mails that may be classified as protected or private information should be stored separately from all other materials.

If you are unsure whether an e-mail or other document is a government record for purposes of records retention laws, or whether it is considered protected or private, check with your Department Head.

Transferring data and documents between computer systems required information to be stored on a floppy disc, CD-ROM, flash or USB drive, or other storage media. These items may also be used to transmit computer viruses or other items harmful to the City's computer network.

The City has installed anti-virus software on each computer to protect against these threats by automatically scanning storage media for viruses and similar concerns. The anti-virus software provides automatic updates.

#### G) Passwords and physical security of equipment

Employees are responsible for maintaining all computer and media passwords and following these guidelines:

- All media addresses and passwords are the property of the City. All are immediately surrendered to the city upon termination or suspension.
- Your passwords should not be shared or told to anyone.
- Passwords should not be stored in any location on or near the computer. If necessary, store your password in a document or hard copy file that is locked when you are absent from your desk. Do not store it electronically in a palm pilot or cell phone system.

It is recommended that employees lock their workstation (press Ctrl-Alt-Del keys) if you shall be away from your desk or office for more than five minutes. Unlock your computer by doing the same and typing in your password. Use caution if you leave equipment unattended because it is generally small and portable. Do not leave city computer equipment in an unlocked vehicle or unattended at any off-site

facility (airport, restaurant, etc.) If your office or desk area is in a high-traffic public area, check with the City Administrator about appropriate security measures.

#### H) Notice of computer problems

Employees are responsible for notifying their Department Head or the Finance Director about computer problems or odd computer behavior. Employees should err on the side of caution when reporting issues because small problems may indicate a more serious network or computer system issue.

#### I) Cellular Phone Policy

**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 supervisor 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**

**All cell phone records about city business are subject to the Minnesota Government Data Practices Act. What this means is that if a request were received, the city would be under the obligation to determine what information is public data and what information is private data and would need access to the employee's phone records and possibly the phone itself in order to provide the data that is being requested. Therefore, the best practice is to limit usage of personal cell phones for city business to that which is truly necessary or be prepared to produce your cell phone and the associated records if needed.**

**Supervisors may 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 may be permitted with the consent of the supervisor.**

#### J) Laptop/Portable Computer Use:

It is the responsibility of the employee using a laptop computer or other portable equipment, to keep the equipment in a safe environment, protected to the extent possible from theft or damage. Any portable computer damaged or stolen must be reported immediately to the City. All data collected, stored, processed or disseminated by City employees on portable computer equipment owned by the City is governed by the Data Privacy Act. Additional software or programs may not be loaded without prior authorization and any copying of software on a portable computer for personal use is prohibited.

## **20) PROHIBITING FIRE ARMS AT WORK**

**The City of Kasson hereby establishes a policy prohibiting all employees, except sworn employees of the Police Department, from carrying or possessing firearms while acting the course and scope of employment for the city. This policy includes employees with valid permits to carry firearms. The possession or carrying of a firearm by employees other than sworn Police Officers is prohibited while working on city property or while working in any location on behalf of the city. This includes but is not limited to:**

- **Driving on city business;**
- **Riding as a passenger in a car or any type of mass transit on city business;**
- **Working at city hall or any other city-owned work site;**
- **Working off-site on behalf of the city;**
- **Performing emergency or on-call work after normal business hours and on weekends;**
- **Working at private residences and at businesses on behalf of the city;**
- **Attending training or conferences on behalf of the city;**

**An exception to this policy may carry and possess firearms in city-owned parking areas if they have obtained the appropriate permit(s). Therefore, if a city employee must drive his or her personal vehicle on city business, he or she may check a firearm with the city Police Department during the work day and retrieve it after work. The Police Department will establish procedures to ensure that the firearm is locked up and is not able to be retrieved by anyone other than the owner/employee.**

**When responding to on-call work from home after regular work hours, an employee is prohibited from bringing a firearm in their private vehicle unless the vehicle remains in a parking lot and is not needed in order to respond to the call.**

**Violations of this policy are subject to disciplinary action in accordance with the city's disciplinary procedures policy.**

**The City reserves the right to search and inspect employee property while on City premises, while operating City machinery, equipment or vehicles for work-related purposes, or while engaged in City business off premises including desks, lockers and file cabinets.**

**The City encourages employees who are aware of policy violations to promptly report the violations to their supervisors or to the City Administrator. No employee acting in good faith, who reports violations of this policy will be subject to retaliation or harassment based upon their report.**

## **21. CREDIT CARD POLICY**

The police department and utility departments have charge accounts for gas. Each charge should identify the vehicle, mileage, department to be charged and the person signing the receipt. The City also has charge accounts at local businesses. Each purchase at these businesses should identify the department to be charged and the person signing the receipt.

**The City Administrator, Finance Director, Deputy Clerk, Fire Chief, Police Chief Public Works Director, Library Associate and Library Director have City credit cards and authorization from this department head is needed to use it.** Department Heads are responsible for verifying and approving each credit invoice for their Department.

**ABSOLUTELY NO PERSONAL PURCHASES/CHARGES ARE ALLOWED.**

## 22. CITY DRIVING POLICY

**This policy applies to all employees who drive a vehicle on city business at least once 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.**

**The city will examine driving records once 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 their immediate supervisor on the first work day after any temporary, pending or permanent action is taken on their license and to keep their supervisor informed of any changes thereafter.**

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

### Driver Training

Each City department will be responsible for determining what, if any, initial training will be necessary for new hires or transferred employees. Supervisors will arrange for on the job or special training if needed. All employees will be expected to participate in driving related safety courses deemed relevant to their departments and/ or job classifications. Such courses may be offered periodically through the City's safety program or may be offered through and for specific departments.

Remedial or supplemental driver training may be required for drivers who have been identified as having such need. Examples of this include, but are not limited to patterns of violations found during review(s) of the driving record, complaint(s) from members of the public, and/or any accidents or "near misses" that the employee might be involved in.

### Accident Reporting, Review and Analysis

Law enforcement reports will be the primary means accepted to document the facts of a City vehicle accident. The employee should contact the law enforcement agency with jurisdiction (where the accident occurred) immediately following the incident and request that a report be completed. The employee shall submit to any testing and provide any documentation as requested by law enforcement.

### Vehicle Inspection, Maintenance and Records

Each department within the City should establish vehicle inspection and maintenance programs to meet its needs. Practices and criteria will be developed to comply with state and federal DOT standards, Minnesota rules and statutes, along with manufacturers' recommendations. Written or electronic records will be arranged in a systematic fashion to document all inspection, service and repair.

## Use of Personal Vehicles for City Business

Employees should avoid using their own private vehicle to respond to emergencies that arise except where absolutely necessary, or as directed by their immediate supervisor, Department Head, Chief of Police, Fire Chief, or the City Administrator. The City recognizes that from time-to-time, employee(s) may need to use his/her/their own vehicle to respond to emergency situations that occur within the City. If and when this situation arises, the employee shall obey all traffic laws and regulations in response to the emergency. Employees shall not operate their own personal vehicle in response to City emergencies without a valid license and insurance as required by law.

## Seatbelt Use

City employees are required to wear seatbelts and obey all traffic rules pursuant to Minnesota Law. The City will not be responsible for any citation that the employee might receive during the course of their employment whether they are using a private vehicle or a City owned vehicle, and will not indemnify the employee for any fines, fees, expenses, or damages.

## Distracted Driving

The first priority of all employees while driving City vehicles is the safety of themselves, their passengers and the public. Communication devices, electronic equipment and vehicle controls should only be used or adjusted when it is clearly safe to do so. Drivers shall obey current state laws pertaining to driver distraction and exercise good judgment in areas allowing discretion.

## **23. Contacting the City Attorney**

**In order to avoid potential conflicts and to control the cost of legal services, the City of Kasson adopts the following policy regarding contacting the city attorney.**

**The following procedure is established for City employees, Commissioners and Council Members that want to contact the City Attorney for assistance:**

- Submit their request in writing to the City Administrator or the Mayor, in writing.**
- State the purpose of the contact.**
- Obtain written approval prior to calling the Attorney.**

**Requests will be approved by the Mayor or the City Administrator if the request meets one of the following criteria:**

- The request is for information on an issue currently affecting city business**
- The request is for information on an issue relevant to current city business**
- The request is for information that could create a potential problem relevant to city business.**

**If the request for information is agreed to at any Council meeting, then no further approval is necessary.**

**If the request is made to the Attorney during a meeting s/he is attending, no further approval is necessary.**

**In the case of on-going City projects, approval will be given to authorized staff on a per project basis.**

**All information given must be shared in writing with a quorum of the City Council, and/or Commissioners at the next appropriate meeting.**

**Nothing in this section shall limit the Police Department's access to the City Attorney.**

**Nothing in this section shall limit any person's rights under the law to contact the City Attorney.**

**The City Attorney has been advised of this policy and agrees to follow it. The City Attorney also:**

- Reserves the right to investigate the validity of any request,**
- Will confine his/her answer to only the issue presented,**
- Reserves the right to refuse to respond,**
- May choose to contact the Mayor or the City Administrator prior to responding.**

## PART III.

### A. BENEFITS & SERVICES

#### 1) Seniority

Seniority shall be determined by an employee's length of employment time, and is the basis for determining various employee benefits. Only full-time and continuous employment time shall count toward seniority. Seasonal or temporary work time prior to appointment to regular full-time status shall not count toward seniority. Authorized leave of absence as well as lay-off because of lack of work or funds shall not result in loss of seniority.

#### 2) Holidays

Full-time employees shall receive 80 hours to be divided equally among the designated holidays throughout the year. (Except years when Christmas Eve falls on a weekday those years there shall be 84 hours). Union employees should consult their respective contracts in regards to holidays. The City shall observe the designated holidays by conducting no official business, excluding those departments required to maintain necessary operations. Union employees should refer to their union contract in regard to work performed on the holiday.

Designated holidays are as follows:

- a. New Year's Day - January 1st
- b. Martin Luther King Day - 3rd Monday in January
- c. Washington's & Lincoln's Birthdays - 3rd Monday in February
- d. Memorial Day - Last Monday in May
- e. Independence Day - July 4th
- f. Labor Day - First Monday in September
- g. Veterans Day - November 11th
- h. Thanksgiving Day - 4th Thursday in November
- i. Day after Thanksgiving Day - 4th Friday in November
- j. Christmas Day - December 25th

Holidays falling on Sunday shall be observed on the following Monday by those employees working Monday through Friday. Holidays falling on Saturday shall be observed on the preceding Friday by such employees, with the exception of the New Year's Day Holiday, which shall be observed the following Monday.

During years in which Christmas Eve falls on a weekday a ½ day (afternoon) shall be observed as a holiday. If Christmas Eve falls on a weekend no holiday shall be “observed”.

All regular employees working twenty (20) hours or more a week on a year- round basis are eligible for holidays at their regular rate of pay on a pro rata basis.

3) Vacation

a. Eligibility

Full-time salaried or hourly employees and part-time employees who are regularly scheduled to work 30 hours or more per week on a year-round basis shall accrue paid vacation at the regular rate of pay on a pro rata basis for actual hours worked. Only time actually worked while the employee is so classified shall count towards vacation eligibility and benefits.

Employees regularly scheduled to work less than 30 hours per week and temporary or seasonal employees shall not be eligible for vacation benefits.

b. Amount of Vacation Allowed

Beginning 1 through 2 years consecutive full-time service	3.08 hours per pay period(10 days)
Beginning 3 through 7 years consecutive full-time service	4.62 hours per pay period(15 days)
Beginning 8 through 11 years of consecutive full-time service	5.54 hours per pay period(18 days)
Beginning 12 through 15 years of consecutive full-time service	6.46 hours per pay period(21 days)
Beginning 16+ years of consecutive full-time service	7.39 hours per pay period(24 days)
Union employees should consult their contract	

c. Other Terms and Conditions

Transferred and promoted employees may utilize accrued vacation time during their probationary period only with the approval of their supervisor. Vacation time accrued by an employee in another office or department shall be transferred with the employee to the new office or department.

Employees who are on a lay-off or on an authorized leave of absence without pay shall not accrue vacation or sick leave time during the period of such layoff or authorized leave.

d. Accrual

An employee may accrue vacation leave to a maximum of 1-1/2 times the vacation leave earned by the employee in the year. Four (4) or more continuous weeks of vacation may be taken only if efficient operation of the department may be continued and must be approved by the City Council.

e. Requests

On a regular basis, department supervisors shall consult with employees eligible for vacation to determine the vacation schedule for the department. Employees requesting vacation time shall submit such request in writing at least ten (10) days in advance to the department supervisor. If more than one (1) employee in a given office requests vacation time for the same period, requests shall be considered

by the department supervisor and vacation shall be granted on the basis of seniority and/or other circumstances surrounding the situation. Requests for vacation time shall not be granted if the employee's absence may impair the efficiency of the office or department. Notice in advance shall be given to the City Administrator's office as to vacations to be taken by department heads of three days or more.

f. Waiving Vacation Period

Employees shall not be permitted to waive vacation time for the purpose of receiving double pay.

Employees may use accumulated vacation time as an extension of sick leave, provided sick leave benefits have been exhausted, with the approval of the department supervisor.

g. Terminal/Unused Vacation

When an employee has proper notice or when an employee is laid off or retires, he/she shall be paid for vacation time accrued and unused to the date of separation.

The retiring employee may choose to convert the unused vacation to their Post Retirement Medical Expense Account.

4) Sick Leave

a. Eligibility

Full-time and part-time employees consistently working twenty (20) hours or more per week shall be eligible for sick leave grants. In the case of regular part-time employees, grants shall be made on a prorated basis directly proportionate to the number of hours worked.

Employees classified as temporary, part-time (less than 20 hours per week) and seasonal shall not be eligible for sick leave.

b. When Granted

Sick leave with pay shall be granted for personal illness, medical examination, medical treatment or legal quarantine, for the employee and minor children, or in the case of a work-connected injury.

Per State Statute **181.9413** an employee may use up to 160 hours of sick leave for illness, medical examination, medical treatment or legal quarantine for adult children, spouses, siblings, parents, parent-in-laws, grandchildren, grandparents, and stepparents. This also allows for use of sick time for "safety leave" to provide or receive assistance personally or for listed relatives due to sexual assault, domestic abuse or stalking. However, for these relatives, the leave is limited to 160 hours in any 12-month period. The 160-hour limit does not apply to the employee's stepchild, biological or foster child, either under 18 or under 20 if still attending secondary school.

When an employee is eligible for Worker's Compensation payments for hours of lost time due to a work related injury or illness, the employee may supplement these payments with a prorated portion of his or her sick leave pay, so that the combination of the two shall equal his or her regular pay for a period. When the period of disability is three days or less, all lost time shall be paid from the employee's sick leave account on a prorated basis directly proportionate to the number of hours worked, as Minnesota

Statutes do not provide for Worker's Compensation payment during this period. The work related injury shall be reported immediately to the employee's supervisor, who shall complete a "Supervisor's Report of Accident" form for submission to the City Administrator's Office. The employee shall, at the earliest possible opportunity, appear at the City Administrator's Office to assist in completion of a "First Report of Injury" form. The lost time shall be limited to the actual time deemed medically necessary for the treatment of said work related injury or illness, and shall be documented as such on the employee's time sheet.

Employees who are on a lay-off or on an authorized leave of absence without pay shall not accrue sick leave time during the period of such layoff or authorized leave.

c. Request For

When a request for sick leave is necessary, employees shall notify their respective department heads at the earliest practicable time. Failure to make a diligent effort to give such notice may result in a payroll deduction for the time taken.

Employees claiming sick leave for more than three (3) consecutive days may be required to file with their respective department supervisor, competent written evidence that they have been absent as authorized for this purpose. (In the case of a serious illness of self or in the immediate family requiring the employee's attendance see the Family Medical Leave.) Additional sick leave may be granted by the City Administrator.

d. Accrual

3.39 hours of sick leave shall be granted for each completed pay period. Additions to or deductions from each employee's sick leave account shall be made each pay period. Only days that the employee would normally have worked shall be charged against his or her sick leave account. For employees hired before January 1, 1999, unused sick leave shall accrue to a maximum of 1000 hours. Employees hired on or after January 1, 1999 shall be allowed to have a maximum accumulation of 600 hours of sick leave.

e. Exclusions

The following situations are excluded from sick leave benefits:

1. When illness or injury is due to or incurred while in the employ of others.
2. When illness, injury or physical inability results from excessive use of alcohol, or non-prescribed drugs, or abuse of prescribed drugs except as part of the medically accepted treatment program.
3. During an unpaid leave of absence with stated guidelines.
4. When holidays occur during an employee's sick leave.
5. After termination of employment.

f. Unused Sick Leave

When an employee who leaves employment with the City of Kasson and meets the minimum requirements of this program as outlined below, he/she shall be eligible to participate in a post-employment insurance program provided by the City of Kasson.

A. Employee has completed:

1. Ten (10) to fourteen (14) years of employment with the City of Kasson and;
2. Has between three hundred (300) and four hundred (400) hours of sick leave accumulated as of their last day of employment.

This employee shall have the first 300 hours accumulated converted on a 2 to 1 formula. The dollar value of accumulated sick leave hours (base 300 hours) shall be equal to one-half (1/2) of the hours at the time of termination/retirement multiplied by the employee's hourly rate of pay at the time of termination/retirement.

The hours accumulated in excess of 300, up to 600 hours shall be converted on a 4 to 1 formula. The dollar value of accumulated sick leave hours in excess of the 300 base hours shall be equal to one-fourth (1/4) of the hours at the time of termination/retirement, multiplied by the employee's hourly rate of pay at the time of termination/retirement.

The total dollars available based on the formulas as described above shall be deposited in the insurance program provided by the City for the sole purpose of paying medical related expenses. The employee may also elect to contribute all of the unused vacation they have accumulated to this account.

B. Employee has completed:

1. Fifteen (15) to nineteen (19) years of employment with the City of Kasson and;
2. Has between four hundred (400) and five hundred (500) hours of sick leave accumulated as of their last day of employment:

This employee shall have the first 450 hours accumulated converted on a 2 to 1 formula. The dollar value of accumulated sick leave hours (base 450 hours) shall be equal to one-half (1/2) of the hours at the time of termination/retirement, multiplied by the employee's hourly rate of pay at the time of termination/retirement.

The hours accumulated in excess of 450, up to 600 hours shall be calculated on an hour for hour (1-1) formula. The dollar value of accumulated sick leave hours in excess of 450 base hours shall be equal to each hour (1-1) at the time of qualification, multiplied by the employee's hourly rate of pay at the time of termination/retirement.

The total dollars available based on the formula as described above shall be deposited in the insurance program provided by the City for the sole purpose of paying medical related expenses. The employee may also elect to contribute all of the unused vacation they have accumulated to this account.

C. Employee has completed:

1. Twenty (20) or more years of employment with the City of Kasson and;
2. Has between five hundred (500) and six hundred (600) hours of sick leave accumulated as of their last day of employment:

That employee shall have the first 450 hours accumulated converted on a hour for hour (1-1) formula. The dollar value of accumulated sick leave hours (the first 450 hours) shall be equal to the hours multiplied by the employee's hourly rate of pay at the time of termination/retirement.

The hours accumulated in excess of 450, up to 600 hours shall be converted on a two to one (2-1) formula. The dollar value of accumulated sick leave hours in excess of 450 hours shall be equal to one-half (1/2) of the hours at the time of qualification, multiplied by the employee's hourly rate of pay at the time of termination/retirement.

The total dollars available based on the formula as described above shall be deposited in the insurance program provided by the City for the sole purpose of paying medical related expenses. The employee may also elect to contribute all of the unused vacation they have accumulated to this account.

- D. Employees who do not meet the minimum range of accumulated hours in the program: 300 – 400 hours for 10-14 years; 400 – 500 hours for 15-19 years; and 500 – 600 hours for 20 or more years, shall not be eligible to receive any payment for unused sick leave.
- E. All monies earned as a result of this unused sick leave program must be used to pay medical related expenses per the program provided by the City of Kasson. No monies shall be paid directly to the terminating/retiring employee.

5. Court and Jury Duty Leave

After notice to department supervisor, an employee shall be granted leave with pay for:

1. Service upon a jury.
2. Appearance before a court, legislative committee or other judicial or quasi-judicial body as a witness in an action involving a federal government, State of Minnesota, or a political subdivision thereof, in response to a subpoena or other direction by proper authority.

The employee shall turn over to the City any per diem payment received as a result of service on a jury or as a witness in the above listed actions. Money received as expenses shall be kept by the employee.

Any absence, whether voluntary or in response to a legal order to appear and testify in private litigation, not as an employee of the City but as an individual, shall be taken as a deduction from the employee's comp time account or from the employee's vacation account. If these accounts are exhausted this time may be taken as leave of absence without pay with department head approval.

6. Funeral Leave

In the event of death of a member of the immediate family, funeral leave may be taken for the actual time required, not to exceed three (3) workdays, except with the approval of the department supervisor.

However, in the case of a spouse or child, up to forty (40) hours per incident may be granted. In this case "Immediate family" shall mean spouse, children, parents, grandparents, grandchildren, siblings or spouse's immediate family. These hours are NOT deducted from the sick leave account.

Employees are also granted eight (8) hours within a 12 month period of Funeral Leave to be used for funerals not involving immediate family members with the approval of the employee's department supervisor. These hours ARE deducted from the sick leave account.

#### 7. Special Leaves

Full-time and part-time employees may be granted a leave of absence without pay for periods not to exceed twelve (12) months. A written application must be submitted to the respective department head. Leaves may be granted at the recommendation of the employee's respective department head and with the approval of the City Council. Leave agreements must be in writing and signed by the interested parties.

Probationary employees may be granted leave without pay for periods not to exceed thirty (30) calendar days only in the event of sickness, disability, or death in the family. Written application for such leave shall be supported by evidence as may be required by the employee's respective department head and the City Council. Extension of leave for probationary employees not to exceed six (6) months, may be granted under the recommendation of the respective department head, with the approval of the City Council.

All leave without pay shall be subject to cancellation by the respective department head and the City Council if at any time it is found that the employee is using the leave for purposes other than specified at the time of approval (in this case the employee could also be subject to disciplinary action), or when the interests of the City of Kasson require that said employee return to his/her employment.

Sick leave and vacation leave shall not accumulate during leaves without pay, however, the requesting employee may be required to use any accumulations of comp time, vacation and sick leave used respectively. Medical insurance, if desired to be kept in force by the employee, shall be paid in full by the employee after thirty (30) days. Positions restoration shall be at Council's discretion.

#### 8. Family/Medical Leave Policy

##### A. Policy

It is the policy of the City of Kasson, to provide up to a total of twelve (12) workweeks of leave during a 12-month period (using a rolling 12-month period, defined as the prior 12 months), for employees at the time of birth or adoption of their child or at the time of a serious health condition affecting the employee or a family member. This policy is adopted in accordance with the federal "Family and Medical Leave Act of 1993". Family/Medical Leave shall be taken simultaneously with Minnesota Parenting Leave.

##### B. Eligibility

An employee qualifies when that person have been employed by the City for least twelve (12) months and has worked at least 1250 hours in the twelve (12) months preceding the commencement of the leave. Employers must count hours employees would have worked but for military service as part of the 1250 hour requirement to determine FMLA eligibility.

## C Definitions

- (1) spouse – means a husband or wife as defined or recognized under State law for purposes of marriage in the State where the employee resides, including common law marriage in States where it is recognized,
- (2) son or daughter – means a biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing in loco parentis, who is either under age 18, or older and “incapable of self-care because of a mental or physical disability”
- (3) parent – means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a son or daughter.(but not parent-in-law),

### FAMILY - PARENTAL LEAVE

Eligible employees may take family leave for the birth of a child, and to care for the newborn child, or for the placement of a child for adoption or foster care. A "son or daughter" is defined in section 8 (C)(2). An employee entitlement to leave for the birth or placement of a son or daughter expires at the end of the 12-month period beginning on the date of the birth or placement. Circumstances may require that leave begin before the actual date of birth or placement. This type of leave may not be taken intermittently.

A husband and wife who are both eligible for leave and who are both employed by the City are permitted to take only a combined total of twelve (12) weeks of leave during the designated 12-month period.

The employee shall substitute any accrued sick time, once that is exhausted then they shall substitute any accrued comp time, once that is exhausted they shall substitute any accrued vacation time before an unpaid leave may begin. Employers may not require employees to use paid time off, vacation pay where the employee on FMLA leave is also receiving disability benefits or worker’s compensation benefits.

### FAMILY - MEDICAL LEAVE

Eligible employees may take family medical leave to care for their spouse, son or daughter, or parent (but not parent-in-law) as defined in section 8(C), if that family member has a serious health condition or for a personal serious health condition that makes the employee unable to perform the essential functions of their position.

Married employees would each have 12 weeks for their own serious health condition or to care for an immediate family member, as defined.

A "serious health condition" is defined as an illness, injury, impairment or physical or mental condition that involves:

- any period of incapacity or treatment in connection with or consequent to inpatient care (i.e., an overnight stay) in a hospital, hospice or residential care facility;
- any period of incapacity requiring absences from work, school or other regular daily activities of more than three (3) calendar days that also involves continuing treatment by (or under the supervision of) a health care provider; or

- continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity for more than three (3) calendar days.

Examples of a "serious health condition" include but are not limited to:

- heart attacks and conditions requiring surgery (e.g., bypass or valve operations)
- most cancers
- back conditions requiring extensive therapy or surgery
- strokes
- severe nervous disorder (e.g., mental illness resulting from stress)
- severe respiratory conditions
- pregnancy, severe morning sickness, prenatal care
- childbirth and recovery from childbirth
- appendicitis
- pneumonia
- emphysema
- severe arthritis
- injuries caused by serious accidents on or off the job
- treatment for substance abuse (not absence caused by use of substance)

With respect to an employee, the term "serious health condition" is intended to cover conditions or illnesses that affect the employee's health to the extent that he/she must be absent from work on a recurring basis for three (3) days or more and involves continuing treatment by a health care provider. With respect to family members, the term "serious health condition" is intended to cover conditions or illnesses that affect the health of the family member so that he/she is similarly unable to participate in school or in his/her regular daily activities. Family leave may be taken because of the illness of a son, daughter, spouse or parent (as described in the first paragraph) this does not include in-laws.

The employee shall substitute any accrued sick time, once that is exhausted then they shall substitute any accrued comp time, once that is exhausted they shall substitute any accrued vacation time before an unpaid leave may begin. Employers may not require employees to use paid time off, vacation pay where the employee on FMLA leave is also receiving disability benefits or worker's compensation benefits.

## QUALIFYING EXIGENCY LEAVE

- The FMLA regulations define exigency leave to include:
  - Short term deployment;
  - Military events and related activities;
  - Child care and school activities;
  - Financial and legal arrangements;
  - Counseling;
  - Rest and recuperation;
  - Post employment activities;
  - Additional activities where the employer and employee agree to the leave;

## QUALIFYING EXIGENCY LEAVE

The qualifying exigency leave permits employees the opportunity to handle affairs concerning the call of a parent, child or spouse to federal military service. The January 16, 2009 regulations extend qualifying exigency leave only to families of National Guard or Reserve components called to state service. The qualifying exigency leave counts against the employee's 12 week per 12 month total FMLA leave period.

## CARING FOR MILITARY PERSONNEL LEAVE

The second type of military leave permits an employee to have protected leave for a maximum of 26 weeks in a single 12 month period. The leave year for this type of leave must commence on the first day the employee begins the caring for military personnel leave regardless of whether or not the employer uses a different system (e.g. calendar year) for other FMLA leaves.

Furthermore, although this 26 week leave is available only once in a 12-month period, additional leaves for other covered members or for the same service member, if a new injury or sickness develops, are available in subsequent 12 month periods.

## NOTIFICATION - PARENTAL AND MEDICAL LEAVES

When the need for family leave is foreseeable for a birth or placement of a child, the employee must give the City at least thirty (30) days' notice before the date the leave is to begin. Request for a leave should be made by completing a "Leave of Absence" form.

When planning medical treatments, employees should consult with their respective Department Head when giving notice and make reasonable efforts to schedule the leave so as not to unduly disrupt the department's operations, subject to the approval of the health care provider.

When unforeseen events occur that require leave, employees must give notice as soon as practicable, ordinarily within one or two working days. Notice should be given either in person or by phone when medical emergencies are involved, and may be given by the employee's spouse, other family member or other responsible party if the employee is unable to do so due to a serious health condition. Written notice shall not be required in the case of a medical emergency.

## GENERAL PROVISIONS

### Intermittent Leave

Employees may use intermittent leave or leave on a reduced schedule, subject to requirements for notice and certification for the care of a spouse, son, daughter or parent (as described in section 8(C)) with a serious health condition, or for their own serious health condition, when leave on this basis is medically necessary. Intermittent leave could be a few hours off, or a day or a week off at intervals as the employee's needs require. A reduced leave schedule could be a regular schedule of a three-day week, or working only mornings, etc.

### Medical Certification

Upon requesting leave because of a serious health condition of a spouse, son, daughter, parent (as described in section 8(C)) or an employee's own serious health condition, the employee must have the health provider of the person with the condition complete the "Certification of Physician or Practitioner" form.

Medical certification for family medical leave must be provided in advance or at the start of the leave. If the need for the leave does not permit this timing, medical certification should be provided within 15 calendar days after the leave begins, unless it is not practicable to do so under the circumstances.

If there is reason to doubt the validity of the medical certification, the City may require, at its own expense, the opinion of a second health care provider designated or approved by the City, but not employed regularly by the City.

If the second opinion differs from the first opinion, the City may require, at its own expense, the opinion of a third health care provider, designated or approved jointly by the City and the employee. The third health care provider's opinion is final and binding by both the City and the employee.

The City may require the employee to obtain subsequent medical re-certification on a reasonable basis.

### Position Restoration

The employee shall be entitled to be restored to his/her prior employment benefits, status, pay and other terms and conditions of employment, or to an equivalent position the employee held prior to FMLA leave. An employee who has taken unpaid leave due to a serious health illness he/she has personally experienced must provide a statement from his/her physician prior to resuming work that states that the employee is fully able to return to work.

### Exceptions:

The City Council shall have the option of denying restoration under the Key Employee Restoration rule, upon the determination that the city would sustain substantial and grievous economic injury. The term "Key Employee" is defined as an employee who is salaried, and is among the highest paid 10 percent of all salaries and non-salaried employees. In determination of this status, the year-to-date earnings as of the date leave is requested shall be used in the employer's computation.

If the city, during the FMLA leave, eliminated a work shift, thus laying off all employees in that shift, or affected the transfer of employees according to an existing collective bargaining agreement or reduced the amount of overtime as an operational necessity to all employees there would be no right to restoration.

### Key Employee Restoration

The City Council may deny restoration of a key employee should a determination be made that restoration would cause the city a "substantial and grievous economic injury" to its operations. Factors in this consideration would include whether the city has the ability to temporarily replace the key

employee as opposed to hiring a permanent replacement, in addition to having to reinstate the key employee to an equivalent position within the organization. Upon receiving a request from a key employee for leave, the City Council shall notify the employee of his/her status as a key employee.

### Pay Adjustments

The employee shall be entitled to any pay scale adjustments that occurred during the unpaid leave of absence period.

### Benefits

Sick leave and vacation shall continue to accumulate only during periods of compensated leave. Sick leave and vacation benefits shall cease to accrue during periods of unpaid leave.

The City shall maintain coverage under the group health plan, for the duration of the leave, at the level and under the conditions that coverage would have been provided if the employee had continued working and had not taken leave. During unpaid leaves, premiums shall be recovered from employee per payroll deduction within 60 days upon return to work.

In the event the employee fails to return to work at the end of the leave period, or due to circumstances other than those expressed in the leave of absence request, or failing to provide re-certification of medical condition, the City Council may seek recovery of health care premiums paid by the city on behalf of the employee.

### Catastrophic Circumstances

If an employee claims that he/she cannot return from leave because of a serious health condition, the City may require that this claim be supported by medical certification from a health care provider. The employee must provide a copy of the medical certification within 15 calendar days from the date of the City's request.

Approvals for leave under this provision are as outlined in the Kasson Employee Policy.

This policy is intended to be a general summary of the FMLA. Each situation shall be evaluated on a case by case basis in accordance with the Statute and regulations.

For the forms for Family/Medical Leave see the City Clerk.

## **9. Leave Donation Policy**

**With the consent of the City Administrator, employees having accrued regular sick leave and/or vacation leave will be allowed to donate a portion of such accrued regular sick leave and/or vacation leave to a shared bank in order to aid fellow employees experiencing a major life threatening illness suffered by the employee, the employee's spouse, or the employee's minor child. A major life threatening illness shall include, but not necessarily be limited to: heart attack, stroke, organ transplant, or other life threatening illness as defined by a physician's diagnosis.**

**The major life threatening illness must be supported by a physician's statement to be eligible for consideration.**

**An employee is only eligible to receive donated sick leave and/or vacation leave for normal work hours lost due to a life threatening illness as defined above.**

**An employee will be eligible to receive donated sick leave and/or vacation leave only after the employee's own accrued sick leave, emergency sick leave, compensatory leave, vacation leave, and all other accrued leave have been exhausted.**

**A full-time employee will be allowed to receive up to 20 days (160 hours) of donated leave for any single major life threatening illness. A part-time employee will be allowed to receive up to 10 days (80 hours) of donated leave for any single major life threatening illness. No employee will be eligible to receive donated leave until he or she has successfully completed the probationary period at the time of their initial hire with the City.**

**An employee using donated time from the shared bank must not be receiving a paid disability benefit from any source that is greater than or equal to his or her base salary (including an employer-sponsored or personal insurance policy). If otherwise eligible to receive donated leave, employees receiving a paid disability benefit less than his or her base salary would be eligible to receive a pro-rated benefit equaling the difference between the disability benefit received and their base salary.**

**A full-time employee may donate no more than 16 hours of sick leave and/or vacation leave to the shared bank per calendar year. A part-time employee may donate no more than 8 hours of sick leave and/or vacation leave to the shared bank per calendar year.**

**An employee who is donating sick leave and/or vacation leave must do so from the employee's own regular accrued sick leave and/or vacation leave, and must do so in 8 hour increments. Donations from the employee's emergency sick leave are prohibited.**

**A written request using the appropriate form available at City Hall to donate sick leave or vacation leave to the shared bank, or to request to use time from the shared bank must be submitted to the City Administrator. The City Administrator shall have the right to deny and/or limit leave donation requests as deemed necessary and in the best interests of the City of Kasson.**

**Donations shall remain anonymous. However, the employee requesting to use time from the shared bank has the option to request the City Administrator send out an employee communication informing others of his or her need for donated leave. If the employee would like to include medical information in the outgoing communication, the employee must provide the City Administrator with written permission for the information to be released.**

**Donations made to the shared time-off bank are non-refundable, and there are no tax implications to the donating employee. Donated hours are taxable to the receiving employee and are not eligible for additional accrual of benefits. Donations shall be converted in the shared bank based on the donor's hourly rate of pay and given to eligible recipients as time-off hours based on their hourly rate of pay.**

**Donated leave cannot be used for any severance pay, or paid out to an employee in the form of cash, or used in any other manner other than what is stated in this policy.**

**Nothing in this policy shall limit or extend the employee's rights under the Family and Medical Leave Act.**

10. Military Leave

Employees who are in the service in the armed forces of the State or of the United States shall be entitled to leaves of absence as provided for by Minnesota Statutes, Section 192.261. Notification must be made to the department supervisor.

11. Bone Marrow/Organ Donor Leave (MN State Statute 181.945, 181.9456)

Employees who average 20 or more hours per week may take paid leave, not to exceed 40 hours, and subject to verification, to undergo medical procedures to donate bone marrow.

12. Absence Without Leave

Any absence of an employee from scheduled duty that is not properly reported to and authorized by his or her respective department head shall be deemed an absence without leave for which compensation shall not be paid by the City. Unauthorized absence of an employee for three (3) consecutive work days shall be considered by his or her respective department head and the City Council as a resignation of such employee, except in the cases where the conditions of such absence were beyond the employee's control.

13. School Conference and Activity Leave (MN State Statute 181.9412)

Employees may take unpaid leave (they may substitute vacation or comp time pay) up to 16 hours per year to attend school conferences or classroom activities related to the employee's child, provided the conference or activity cannot be scheduled during non-work hours.

14. Terminal Leave  
(See Terminal Vacation)

15. Administrative Leave

POLICY

The City of Kasson recognizes that employees involved in critical incidents may be subject to stress reactions both during and post incident. Knowing that these stress reactions may have a corrosive effect on the employee, potentially leading to long term professional and personal problems, the policy of the City shall be to provide immediate follow up care to involved employees as the City deems necessary.

PURPOSE

To clearly establish for agency personnel:

- Events which are critical incidents.
- Reporting responsibilities for supervisors.
- Departmental level response to critical incidents.
- Involved employee responsibilities.

## SCOPE

This section should be applicable to employees involved in critical incidents directly and may extend to employees with indirect involvement. This policy applies to incidents that occur while the employee is on-duty, at work acting within their capacity as an employee of the City of Kasson.

## STANDARDS

### DEFINITIONS

#### A. Administrative leave:

Paid leave granted to an employee that does not effect or reduce the Employee's annual/vacation or sick leave balance.

#### B. Critical incident:

1. An incident in which deadly force, as defined in MS. 609.066, Subdivision 1, is used by an officer.
2. An incident resulting in death, great bodily harm, or substantial bodily harm to an employee of the City of Kasson or to a member or members of the public.
3. Particularly gruesome suicides or homicides, brutal child abuse cases, or several difficult incidents occurring within a short time frame.
4. A life threatening event or an employee involved with a life or death struggle with another.
5. Additional examples of critical incidents may include, but are not limited to:
  - a. Hostage situations
  - b. Pursuits
  - c. Sudden death or serious injury to a child
  - d. Difficult rescue efforts
  - e. A victim and family known by the responder
  - f. A victim with overwhelming traumatic injuries
  - g. Natural disasters or mass casualty incidents
  - h. Significant unfavorable media coverage of an event

#### C. Immediate Family Members

The employee's spouse, child or stepchild.

#### D. Involved Employee:

An employee of the City of Kasson, or department support personnel who are directly or indirectly involved in a critical incident.

## REPORTING AND RESPONSIBILITIES

A. The department head shall determine if an event is a critical incident as defined by this policy. Occurrences determined to be critical incidents are to be reported immediately to the City Administrator. Through knowledge of the incident, observation of and discussion with involved employees, the City Administrator shall assess whether or not involved employees shall be granted immediate leave from the work place, or continue their respective shifts.

B. The City Administrator may grant employees demonstrating an emotional reaction to the incident administrative leave up to three working days in length.

C. The City Administrator may extend administrative leave for up to two weeks in duration. Employees seeking administrative leave beyond three days must be engaged in a treatment or counseling program intended to alleviate the effects of the critical incident upon the employee.

## DUTY OFFICERS OR DEPARTMENT HEAD DOCUMENTATION

In addition to immediate notification of the City Administrator the senior on-duty officer or Department Head shall prepare written documentation of the incident prior to completion of the work shift. This report may be a narrative supplemental report or, in the absence of a narrative, a memorandum to the City Administrator. The City Administrator may waive this requirement at his/her discretion.

## DEPARTMENT HEAD RESPONSIBILITIES

The Department Head may order debriefings or visits with an experienced licensed psychologist or mental health professional as soon as possible, but no later than 72 hours after the incident. The City Administrator retains the authority to require attendance by employees involved in a critical incident. Employees required or electing to attend de-briefings or professional visits shall be compensated per contract language or City personnel policy as appropriate.

## EXTENDING SERVICES TO FAMILY

Critical incidents not only affect the employee but immediate family members as well. If requested, and at the Administrator's discretion, the City may assist with arranging professional counseling and follow up care by an experienced licensed psychologist or mental health professional for immediate family members affected by the aftermath of the incident.

## POSTTRAUMATIC STRESS SYNDROME BENEFIT

Minnesota State Statute 299A.411 requires law enforcement agencies to provide certain benefits to officers who have been clinically diagnosed as suffering from Posttraumatic Stress Syndrome as a result of the lawful taking of a life and are unable to perform other peace officer job duties provided by the employer.

Employees involved in incidents covered by this legislation shall be afforded the benefits as required by State Statute.

## RETURN TO WORK

Employees placed on leave following involvement in a critical incident may be required to meet with an experience licensed psychologist or mental health professional to assure that the employee is prepared for return to work.

#### 16. Insurance Program

**The City of Kasson shall pay 90% of the Single high deductible health plan premium and 80% of the Family high deductible health plan premium. The City of Kasson shall also contribute half of the maximum out-of-pocket expenditure to the employees' health savings plan, either a VEBA or HSA, on a per pay period basis.**

**In accordance with the federal health care reform laws and regulations, the city shall offer health insurance benefits to eligible employees and their dependents that work on average or are expected to work 30 or more hours per week or the equivalent of 130 hours or more per month. In order to comply with health care reform law while avoiding penalties, part-time employees will be scheduled with business needs and in a manner that ensures positions retain part-time status as intended**

The City will also offer a dental plan employees may purchase on a pre-tax basis.

The City will provide, Life, AD&D, Short Term Disability and Long Term Disability for each fulltime employee

#### Flexible Spending Plan

Employees may elect to fund a medical reimbursement account and/or a dependent care reimbursement account and/or a dental and vision only reimbursement account depending on the health savings plan that they choose. This benefits the employee, allowing them to recover unreimbursable medical and dependent care costs by payroll deductions made on a pre-tax basis, thus reducing the employee's tax liability and thereby enhancing their earnings. Employees qualify for participation in this program following six months of employment with the City of Kasson.

Policies and procedures governing the Flexible Spending Plan shall be defined by the firm under contract with the City of Kasson for this purpose. Funds in the medical reimbursement account may not be used to fund dependent care and vice versa. Maximum amounts that are reimbursable to the employee for the purpose of medical reimbursement and for dependent care reimbursement are as established by contract by the City of Kasson.

Charges that exceed the City contribution for insurance coverages may be reimbursed through this Flexible Spending Program.

#### Consolidated Omnibus Reconciliation Act (COBRA)

Consolidated Omnibus Reconciliation Act (COBRA) is available for every eligible exiting City employee. Terminating employees shall have the option to continue in force the City's insurance policy for the employee and dependents provided that the policy remains in force for active employees of the City. In order to continue coverage, eligible electing employees shall pay the City, on a monthly basis, the cost of the continued coverage. Eligible employees shall be allowed to continue the coverage until

re-employment and eligibility for health care coverage under a group policy, contract or plan sponsored by the same or another employer or for a period of eighteen (18) months after the termination of employment, whichever is shorter. Eligible employees shall be those employees who were terminated for reasons other than the employee's disability or retirement. The City shall be required to inform an eligible employee within ten (10) days after termination of employment of the following matters:

- a. Of the eligible employee's right to elect to continue coverage;
- b. The amount that must be paid monthly to the employer to retain coverage;
- c. The manner in which and the office of the employer to which the payment to the employer must be made; and
- d. The time by which the payments to the employer must be made to retain coverage.

The COBRA forms shall be available from the City Clerk.

In the event that an otherwise eligible terminated employee elects not to continue coverage, coverage for said employee and his dependents shall terminate on the last day of the month in which the employee is terminated.

For further information on termination of insurance coverage, each employee should review his/her policy or contact the claims agent.

#### Children's Health Insurance Program Reauthorization Act of 2009

CHIPRA required that group health plans allow the employees and eligible dependents to enroll in the group health plan if either the employee or dependent:

- Loses coverage under the State Children's Health Insurance Plan, or;
- Loses coverage under the Medicaid Program, or;
- The employee or dependent becomes eligible for a premium assistance subsidy. The state may pay the subsidy to the employee as a reimbursement if the employer has elected not to receive the subsidy or otherwise pay the employer directly.

#### Enrollment Period

CHIPRA requires a 60 day enrollment period for these special enrollment events where other HIPAA special enrollment events include a 30 day period.

#### Insurance Continuance

The terminating/retiring employee and employee's dependents may continue to participate indefinitely in the employer-sponsored insurance's that the employee participated in immediately before retirement, under the following conditions:

- a. The continuation requirement of this applies only to a former employee who is receiving a disability benefit or an annuity from a Minnesota public pension plan other than a volunteer

firefighter plan, or who has met age and service requirements necessary to receive an annuity from such a plan.

- b. The former employee may keep coverage until he/she reaches age 65.
- c. A former employee may receive dependent coverage only if the employee received dependent coverage immediately before leaving employment. This does not require dependent coverage to continue after the death of the former employee.
- d. The former employee must pay the entire premium for continuation of coverage. The City may discontinue coverage if the former employee fails to pay the premium within the deadline provided for payment of premiums.
- e. The City shall notify an employee before termination of employment of the options available and of the deadline for electing to continue to participate.
- f. The former employee must notify the City Clerk of intent to participate within the deadline provided. A former employee who does not elect to continue participation does not have a right to reenter the City's insurance program.
- g. The former employee who initially selects dependent coverage may later drop dependent coverage while retaining individual coverage. A former employee may not drop individual coverage and retain dependent coverage.

#### 17. Pension Plan

Since January 1, 1968, all new qualified employees are covered under PERA or under a combined Plan of Social Security and PERA (Public Employees Retirement Association).

For further information contact the City Clerk or email to: [www.mnpera.org](http://www.mnpera.org)

#### 18. Employee Education, Meeting and Travel Policies for City Employees for in and out-of-state.

##### Education and Meetings

City employees may be authorized to attend educational opportunities and meetings (conferences, schools, classes, conventions and meetings). This policy includes apprenticeship programs.

Requests for education and meeting travel must be submitted to the appropriate supervisor in writing on a Conference Request Form.

The educational opportunity or meeting must have a direct impact or relation to the position occupied by the requesting individual.

Education and meetings should be budgeted for in advance.

All reasonable costs associated with education and meetings shall be reimbursed by the City when the preceding requirements have been met. Reimbursements for licensing and apprenticeships shall be made when passing scores are achieved.

A certificate of completion or evidence of passing grade when issued shall be submitted to the City Administrator to be maintained in the employee's personnel file.

### Travel Time and Expenditures

City employees and officials may be authorized travel time and reasonable expenses by the appropriate supervisor to attend conferences, conventions, schools, classes and meetings or to conduct official City business.

Travel needs should be anticipated and budgeted for in advance.

Employees attending the same function are encouraged to share transportation and accommodations insofar, as is practical and reasonable.

Travel of one day must be authorized by a department head. Travel exceeding one day must be approved by the department head and City Administrator and acknowledged by the City Council.

A Conference Request form shall be submitted to the City Administrator. If the employee intends to supplement the trip time with vacation, this should be indicated with costs exceeding those customary to the trip to be financed by the city official or employee.

It is the intent of the City to reimburse the employee or official for necessary reasonable transportation, food, lodging, registration fees, and authorized miscellaneous expenses. Meals purchased for same day/one day meetings will not be reimbursed per IRS guidelines.

City officials and employees shall be reimbursed by filing a "Claim Form" with the Finance Director for review and forwarding to the City Council for payment. All expenses shall be documented by receipts. Other expenses such as mileage need merely be itemized. Claim forms should be submitted within 30 days of travel.

#### a. Transportation

All Employees are expected to use a city vehicle for travel. Mileage shall only be reimbursed when there is not a city vehicle available. Mileage shall be reimbursed at the current IRS rate. Actual costs for air coach or tourist, rail, bus and taxi which are incidental to completion of the trip are reimbursable.

Transportation should normally be the fastest and most economical, usually auto within the state and air coach outside the state.

The city may make payments in advance for airfare, lodging and registration; otherwise all payments shall be made as reimbursements to the employee.

If lodging and travel accommodations are shared with a member of his or her family, the City shall be charged only the amount applicable had the claimant traveled alone.

b. Hotel and Motel

The actual cost, single occupancy rate, shall be reimbursed.

c. Meals

The actual cost, not to normally exceed \$50.00 per day when overnight travel is conducted outside the limits of the City of Kasson, shall be reimbursed. There is no reimbursement for meals for one day or same day meetings per IRS Regulations.

Reimbursement up to a maximum of \$50 (including tip). Reimbursement shall NOT be given for alcoholic beverages. Reimbursement shall NOT be given without the detail receipt (the charge summary shall NOT be accepted).

d. Miscellaneous Expenses

The actual cost of registration fees, parking, and other necessary expenses shall be reimbursed. If a claimant chooses to use his or her personal car on a trip that could be made more expeditiously by air, he or she shall be reimbursed for transportation at the air coach rate less tax, and meals and lodging as if he or she had flown. Extra travel time occasioned by using personal car shall be charged against vacation time.

All conditions and regulations herein shall not apply to employees administering statutory or grant funds or supervised by other agencies.

The city shall not reimburse for alcoholic beverages, personal telephone calls, costs associated with the attendance of a family member, rental of luxury vehicles, meal expenses included in the cost of registration, recreational expenses such as golf or tennis or other personal expenditures.

19 Elected Official In-State and Out-of-State Travel Policy

Travel by elected officials of the City of Kasson is appropriate when that official is attending conferences, conventions or other training or meetings that further the goals of the City of Kasson. Other such travel to conduct official city business is also considered appropriate.

Elected Official Guidelines:

1. The event, workshop, conference or assignment must be approved in advance by the City Council by separate motion at an open meeting and must include an estimate of the cost of the travel, outlining what exactly is being approved. To avoid conflict with any open meeting laws, no more than two Council members may attend any event unless published as a meeting.

In evaluating the travel request, the Council shall consider the following:

- Whether the elected official shall be receiving training on issues relevant to the city or to his or her role as the Mayor or as a council member;
  - Whether the elected official shall be meeting and networking with other elected officials from around the State and the country to exchange ideas on topics of relevance to the City or on the official roles of local elected officials.
  - Whether the elected official shall be viewing a city facility or function that is similar in nature to one that is currently operating at, or under consideration by the City where the purpose for the trip is to study the facility or function to bring back ideas for the consideration of the full council.
  - Whether the elected official has been specifically assigned by the Council to visit another city for the purpose of establishing a goodwill relationship such as a “sister-city” relationship.
  - Whether the elected official has been specifically assigned by the Council to testify on behalf of the city at the United States Congress or to otherwise meet with federal officials on behalf of the city.
  - Whether the city has sufficient funding available in the budget to pay the cost of the trip.
  - Whether the elected official has announced their intention to resign, not to seek re-election, or who have been defeated in an election.
2. No reimbursements shall be made for attendance at events sponsored by or affiliated with political parties.
  3. Any elected official may be asked to give oral or written reports on the results of the trip at the next Council meeting or may be asked to turn over materials received to the City.
  4. The City Council may make exception to the policy on a formal motion.

All conditions set out in the Employee Education, Meeting and Travel Policies also apply to Elected Officials.

## 20. Safety Eye Glass Policy

It is the policy of the City of Kasson to make available safety eyeglasses that meet the "Amerimax National Standard for Occupational and Educational Eye and Face Protection," Z87.1.

All employees whose job duties or location pose a greater than normal threat of eye injury from electrical flash or flying objects shall be required to wear safety glasses when performing such duties or working in such location. The Department of Public Works shall recommend to the City Administrator those employees that are so designated. Final authorization shall rest with the City Administrator.

The City shall pay for the purchase of single vision, line bifocal, or lined trifocal industrial eye protection and the required dispensing fee, under its agreement with Twin Cities Optical Company, Inc. and Kasson Eye Care.

The following procedure must be followed to obtain industrial safety eyeglasses under the program:

- a. The Director of Public Works shall verify that the employee qualifies under this policy.

- b. The employee must receive a "Safety Glasses Authorization Form" from the Administration Office signed by the City Administrator. Without this form the employee shall not be able to order safety glasses.
- c. No employee shall be provided safety eye ware filled from a prescription over two years old. Employees may see the eye doctor of their choice for their eye examination. Each employee is responsible for the cost of their own eye examination and any subsequent services.
- d. Employees are to make an appointment at Kasson Eye Care and take the "Safety Glasses Authorization Form" and their prescription to Kasson Eye Care.
- e. The City has pre-approved the purchase of approved industrial frames stocked by Twin City Optical at Kasson Eye Care, with the following specifications:
- f. Eye wear that meets all the specifications of ANSI Z87.1 (1968/69) and OSHA standards. That includes and is limited to: standard safety frames as defined by Twin Cities Optical; single vision, bifocal, or trifocal lenses of glass, plastic, or polycarbonate; solid colors shade 1 or 2 in pink, green, and gray; permanent side shields; slip-in case.
- g. Any costs associated with lens and frame enhancements, including progressive lenses, shall be the employee's responsibility. The City shall take a payroll deduction for the difference above the maximum allowable benefit.

The City shall not pay for nor authorize safety eyeglasses that are not purchased through this Safety Eye Glass Program at Kasson Eye Care.

Employees are responsible for the maintenance and care of their safety eyeglasses. In case of breakage on the job, the City shall pay for the replacement of the broken part(s), upon inspection of the old glasses by the Director of Public Works. The City shall also pay for the replacement of lenses necessitated by excessive scratching and/or pitting or change in prescription, if authorized by the Director of Public Works. If the safety glasses are lost, misplaced, destroyed, or stolen, due to the employee's negligence, the employee shall be responsible for the replacement costs.

Employees designated to wear safety glasses who report to their duty stations without a proper pair of glasses shall be sent home without pay and shall be subject to appropriate disciplinary action.

The provision of safety eyewear, as described in this policy, shall be limited to regular employees of the Public Works Departments of the City.

Upon implementation of this policy, the City shall not reimburse any employee for damage to personal glasses, except as explicitly provided for in negotiated labor contracts.

The wearing of safety eyeglasses alone does not constitute protection where full goggles or other suitable type of eye protection must be worn.

The provision of safety eye glasses, as described in this policy, shall be limited to full-time regular employees of the City.

Upon implementation of this policy, the City shall not reimburse any employee for damage to personal glasses, except as explicitly provided for in negotiated labor contracts.

## 21. UNIFORM POLICY

All equipment and uniforms issued and purchased by the City of Kasson are the property of the City of Kasson and shall be returned in the event of separation of employment.

### Expectations:

Employees should be neat, clean and well-groomed when reporting to work. Shoes should be clean and not excessively worn. Uniforms provided by the City shall be worn and should be clean, not excessively worn or faded, and without holes or frayed areas. T-shirts may be worn under other shirts but shall not be an acceptable uniform for full-time employees. Employees who wear uniforms while on duty do so to bring credit and respect to the City and will not engage in conduct that is disgraceful or an embarrassment to the City. It shall be the responsibility of each employee to see that clothing is clean and maintained. Because the uniform represents the image of the City, employees should not wear their uniforms outside of their scheduled work time at inappropriate locations.

### Public Works Uniforms:

Safety glasses, earplugs, hard hats and safety boots must be worn by Public Works employees whenever the employee is in a designated safety zone, or doing a designated activity which requires wearing them. The City of Kasson shall furnish all coats, hats, boots, gloves, and all other necessary safety equipment for the protection of employees working on live equipment and the employees shall use such protective equipment. All flame retardant clothing required by the Electric Department shall be furnished at the City's expense. Upon notification to the Public Works Director, reimbursement to the Employee shall apply when safety boots are worn out and no longer protect the Employee. Upon hire, employees shall be provided with safety gear, short sleeve work shirts, long sleeve shirts, and reimbursement for safety boots.

### Police Uniforms:

The City shall provide uniforms for members of the Kasson Police Department. Upon hiring the uniform shall consist of: summer and winter uniform shirts, uniform trousers, ties, summer and winter jacket, along with necessary headgear and safety boots. All badges, insignia, patches, official police identification and other required equipment shall be provided by the City. The City will also provide the officer's duty belt, handcuffs, and required holster. The City shall provide the duty weapon, make model and caliber shall be subject to approval of the Police Chief. Official duty ammunition and ammunition utilized for POST required qualification shall be provided by the Employer. Upon notification to the Police Chief, reimbursement to the Employee shall apply when safety boots are worn out and no longer protect the Employee.

### Other Uniforms:

Liquor Store, Library, and Administrative staff may be issued identifying clothing for office and/or traveling to training or workshops. Attire shall be well kept and replaced as necessary.

Damaged Property:

The City of Kasson shall replace worn-out and frayed clothing and equipment and clothing damaged or destroyed while Employee is on duty. The City shall replace personal property damaged or destroyed in the line of duty provided property is approved and submitted for reimbursement.

Part-Time:

Employees shall receive uniforms on a pro-rata basis.

**City of Kasson**  
**Department Head Meeting**  
**January 17, 2018**  
**2:30 p.m.**

1. Department Head Reports

- a. Police
- b. Public Works
- c. Streets/Storm
- d. Electric
- e. Water/Sewer
- f. Parks
- g. Arena
- h. Liquor Store
- i. Library
- j. Planning and Zoning/EDA
- k. Fire
- l. Finance
- m. Administrator
  - Tours – January 17: Library, Liquor Store, Police, Fire
  - Late Spring: Parks and Aquatic Center



**Kasson Police Department**

19 East Main Street  
Kasson, MN 55944  
507-634-3881  
Fax: 507-634-4698

Department Head Meeting 1/17/2019

Katie Wilcox did a good job in Krista's absence doing the light work, but glad to have Krista back I would hate to have to train another in the heavy work.

Council tour of PD January today.

Matt Stradtmann is now on the full-time schedule.

Having a difficult time finding qualified part-time officers that don't already have full time jobs elsewhere.

Officer Scofield is happy as a peach in his retirement.

Front office window will be having the 3M film attached to make us more secure.

We were donated 2 used AED's by the County as they are getting new ones.

County has also offered up some used squad equipment if it can be used by the three new squads that have been ordered.

Two reserves are retiring due to being unable to pass state mandated testing in data privacy security as they had access to viewing private data volunteering at the police department.

Reserves got new uniform shirts, should look sharper than the old baby blue.

Chief Kent Berghuis

City of Kasson  
Department Head Meeting  
January 17th, 2019  
2:30 PM

Public Works

1. Water truck – guy called wanting to purchase it, waiting on bid to bring to City Council
2. Rental house – Kenny Hill removed window and waiting for new glass to come in, we have to fix ceiling after window is repaired
3. Working with Todd, Dave, Theresa, and Cassie on meter reading software and equipment
4. Enterprise – working on truck purchases and maintenance program, fuel cards are working good
5. Was contacted by Minnesota Wastewater Operators Association (MWOA) about hosting a class in October 2019, working with Art to try to set up a date that would work to have a meeting at the Library
6. Repairs
  - a. New tires on Bobcat S650 (\$771.00)
  - b. Forklift is at Toyota in Byron – brakes and main cylinder repair (\$2,405.82 - quote)
7. Overtime for snow in December was \$4,472.35
8. Sidewalk in front of Legion that was repaired in summer has cracked and raised, Legends Concrete ground it down so door will open for now – will have to replace again in summer
9. Met with Brandon at fairgrounds to lay out where water main will be run
10. Working with Nancy on System for Award Management (SAMS) renewal
11. Have had calls with multiple concerned citizens on a new house being built on 13<sup>th</sup> Ave NW – silt fence and drainage concerns

Streets

1. Minimal snow plowing and sanding
2. Tree work – removals
3. Patching potholes – had to buy some bag patch
4. Repaired wing on 2003 dump truck
5. Wind damage – picked up down limbs and branches

# ELECTRIC

## January Dept. Meeting

- 1) New Primary services are done at Images on Metal and the new SEMCAC transit buildings are completed.
  
- 2) Line clearance has started and assisting Park Dept on tree removal and trees near power lines.
  
- 3) GIS mapping has continued as time allows
  
- 4) Phase identification has been completed on the south half of our east feeder. We will be continuing to north and hope to have the system completed this winter.
  
- 5) Bucket trucks and Digger Derrick have had their annual dielectric and structural testing completed.

## Water/Wastewater Department

Department head meeting Jan. 17<sup>th</sup>, 2019

- Dan Trapp is working with the city engineer updating the water, sanitary sewer, and storm sewer lines.
- Staff is reviewing and updating the SDS (Safety Data Sheets).
- The city pumped 14.0 million gallons of water from wells 4 and 5 in December.
- The city treated 24.508 million gallons at the wastewater treatment plant in December, of this 2.596 million was received from Mantorville.
- I am continuing to work with the city engineer and Hansen Hauling and Excavation for the removal of the biosolids from the reed beds, this should occur this winter.
- Punch list items are being completed at the WWTP, a few computer updates are needed.
- Working on 2018 DNR Water Conservation Report it is due February 15<sup>th</sup>, 2019.

City of Kasson  
Department Head Meeting  
January 17<sup>th</sup>, 2019

Park

1. Held interviews for Swimming Pool employees over Christmas break and going through applications.
2. Cleaned up and organized computer files.
3. Guys are working on customizing topper on Corey's truck
4. Tree work – removals and trimming
5. Servicing mowers and park equipment for spring
6. Ron is attending Turf School
7. Delivered another batch of door hangers for ash tree removals, waiting on responses.

# ARENA

Kasson Dept Head Meeting 1/17/2019

- The December patron count was 10,510 which is a total of 27,322 since October 1st.
- We are working on laying out the rest of our spring ice time and our summer ice. We met with the arena committee and a fair board member on 1/16. The fairboard member brought up the thought of taking the ice out again for the fair. They are meeting on 1/28 to see how they can utilize the build during this time. I asked that they give the floor another chance and we will try to use the barn fans to raise the ambient temperature in the building with the ice deck down.
- Rochester is raising their ice rate to \$180.00/ hour for 2019. I will be contacting Owatonna and some other surrounding arenas to see what their plans are for 2019. We try to stay competitive with the surrounding rinks.
- We are making outdoor ice again as the forecast calls for cold days for at least a couple of weeks. Hopefully it will be ready by this weekend.
- We replaced our exterior lights with 250 watt LED wall packs
- We need to replace a failed compressor that was last replaced in 2011, which has lasted a long time considering our track record with compressors over 20 years. I have a quote from Decklever \$9235.36 to replace it.

Liquor Store 1/17/2019

Customer count for December 6927

Customer count for 2018 75,392 sales \$ 1,703,922.79

The inside of the store was painted on 1/7/2019

The audit of the inventory was done on 1/8/2019. He spent more time in the store than he has in past years and interviewed me at the end of his audit. I think this is good.

Kasson Liquor will celebrate it's 70<sup>th</sup> anniversary in December. I am reaching out to some of my MMBA connections at Cht. St. Michelle vineyard and Miller/Coors for support in planning a celebration.

Folks have about given up on their New Years Resolutions, so we are back to business as usual!

## City Wide Department Head Meeting

2:30 pm, Thursday, January 17, 2018

### KPL Report

1. Roof repair of the metal flashing on the front of the building caused <sup>By</sup> ~~rain~~ in December
2. Had a long time staff member (5 years) resign effective January 18, 2019
3. Have a staff member out on medical leave since mid December until first part of February
4. Have hired a part-time person to assist through September 2019.
5. Had 6,438 more checkouts in 2018 than 2017; number of patrons were down in 2018 compared to 2017 by about 281; 423 community room events in 2018 compared to 308 in 2017; Gale Courses in 2017 was 722 and in 2018 was 1,483; hours of Gale Courses in 2017 was 1,173, in 2018 was 2,311; KPL members that signed up for the courses in 2017 was 87 and in 2018 was 186!
6. 2 - Evaluations - Nancy Hacken miller + Art T, SS  
- January Bd. mtg.

Thanks,

Art T.

# Kasson Fire

## January Department Head Report

1-18-2019

### December Calls

Total Calls	43
Medical	39
Mutual Aid	2
Canceled	1
Fire	1

### Total Calls for 2018

Total	389
Medical	335
All other	54

### Training for Kasson Fire

Due to the Holiday and City being closed on Jan 21<sup>st</sup> we will not be training  
In Jan we will be having medical refresher training with SEEMS on the 28<sup>th</sup>  
State Schools in March and April have started planning and sign up.

Mankato and Rochester are the locations for this and we do not have solid numbers of member attendance yet.

On Jan 23<sup>rd</sup> we will again be helping out the KMHS with a CPR class

Jan 26<sup>th</sup> Prairie Meadows will be hosting a Pancake Breakfast for the Kasson Fire Dept. from 8-10 am

Glen Nevala & Family presented a donation check from his Christmas Light show to the Dept.

Toys for Tots was again a big success Good involvement from the local Fire Dept.'s

\$4000 spent at local stores for local children in need. Toys for Tots rep Vince Reynolds stated that the SE region for MN is the number 1 region in the US

Updated new calendar for the EMR schedule so Holidays are covered by different crew.

Kasson Fire Dept. Employees all signed the non-smoker form for our work comp which will or should give roughly 10% discount. Please ask Nancy for details if my numbers are of on this.

New weight equipment has arrived and is out for the members to use.

We have purchased a new set of cabinets for some of our training equipment and Medical supplies. This should help keep them better organized and so everyone knows where items are.

We will be starting ads for the addition of new members. We will be running ads in the DCI and on the City website. We will be using our FB page as well. No staffing number set for this round. We will be looking for the best candidates we can find that offer the best fit for the Dept. and the City. If you would like more details on this process please ask.

We had a power issue on the east end of the building and we have made the temporary fixes to help. Based on what we were told we will need to do major repair to the outside power lines to get this fixed. More details to come on this in the spring when we can dig.

As I do every month I comment about the decay of the building and I had submitted a report of a few items at the request of the City Council. I feel that due to the Council request for the list of items that needed to be repaired or that were out of compliance that we need to start planning to address these issues.

As always if you have questions or concerns on any of this please feel free to let me know. I would be more than happy to meet to talk through anything.

Respectfully Submitted by:

Chief Joe Fitch

## Finance Director Report

January 24, 2019

1. December Financials
2. 2019 Budgets
3. Work Comp Forms
4. Rent out Don Grant's House/Habitat for Humanity/Demolish/Cassie to stop bills and pull the meter? Or- give it to Habitat for Humanity?
5. Data Security handout – January 2019
6. Preliminary audit- 1/8/2019
7. New server- soon + new copier (budgeted 2018 + 2019)
8. Construction firms-suggestions?
9. New sales tax
10. Kwik Trip to Enterprise - 3% discount lost
11. Kwik Trip to Enterprise- Hadn't signed us up for exemption/ should be shortly/file return
12. 2017 Social Security
- 13.

**January 17, 2019**  
**Administrator's Summary**

**Planning and Zoning**

HKGi reviewed an Outline for Zoning Ordinance with the Planning Commission on January 7, 2019.

Engineer Brandon Theobald will discuss Storm Water Management and Regional Storm Pond Development with the City Council on January 23, 2019.

**SCDG Determination**

Karen DuCharme has requested a Public Hearing for February; recommendation to move forward with \$600,000 residential request

**Purchase Power**

CMPAS presented options for future purchase power contracts on January 9, 2019

**Tours of City Facilities**

January 17 – City Hall, Liquor Store, Library, Police  
When it's warm again – Parks, Aquatic Center, Fire

**Policy**

Policy retreat on January 30 and 31

**Electric Service Territory Expansion**

Initial Conversations with Steve Downer, MMUA and Kathleen Brennen, Attorney

**Holiday/Vacation**

I will be out of the office January 24 and 25.

## **Public Notice:**

### **Draft Dodge County Comprehensive Plan available for Public review and comment.**

**Description:** The Comprehensive Plan is an in-depth analysis of countywide goals and aspirations. The Plan defines future policy and action for a wide variety of issues including land use, housing, economic development, transportation, broadband technology, natural resources and environment, recreation, and history and culture.

**Public Information Meeting:** A public information meeting will be held on **Wednesday, February 20, 2019 beginning at 7:00 PM** to describe the Plan and to hear public comment. The meeting will be held at the Commissioner's Room, Dodge County Government Services Building, 721 Main Street North, Mantorville, MN. If you are unable to attend the meeting and would like to submit comment, please send written comments by February 20, 2019 to Mark Gamm via e-mail at: [mark.gamm@co.dodge.mn.us](mailto:mark.gamm@co.dodge.mn.us) or via postal service to Environmental Services Department 391, GSB, 721 Main Street North, Mantorville, MN 55955

### **Comprehensive Plan is available for review at:**

1. County Web Site: <http://www.co.dodge.mn.us/>
2. Public Libraries located in Dodge County
3. Dodge County Environmental Services Department, Government Services Building, 721 Main Street North, Mantorville, MN 55955

A paper copy can be purchased for \$39 from Dodge County Environmental Services Department located at Government Services Building, 721 Main Street North, Mantorville, MN 55955.

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# City of Oronoco

Home of Downtown Oronoco Gold Rush

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31 January 2019

Dear Zumbro River Water Trail Partners,

It has been some time since I have communicated with everyone regarding the Zumbro River Water Trail (ZWT) Regional application process. There is great news that the application process will begin very soon.

As some of you may have already heard, the Zumbro Watershed Partnership (ZWP) was dissolved last Fall, however, they were still committed to supporting this project. ZWP reached out to the Short Elliott Hendrickson Inc. (SEH) consulting company in Rochester to see if they would consider putting together the application together for the ZWT. Brett Ostby, ZWP consultant and I met with SEH's Senior Landscape Architect, Andrew Masterpole in December to discuss them working on the application for the ZWT. Andrew has worked on numerous Greater Minnesota Regional Parks and Trails Commission applications for the City of Rochester regional parks. A contract was drawn up and submitted by SEH to the City of Oronoco, who will be submitting the application to the Greater Minnesota Regional Parks and Trails Commissions for the ZWT partners. The cost for the contract is \$5,000.00 which is more than the \$2,464.00 that was collected from the partners. ZWP has funds that needed to be disbursed and they sent a check to the City of Oronoco for the balance, \$2,536.00. A resolution will be proposed to the Feb 19 City of Oronoco city council for accepting the check from ZWP, as well as the approval for the \$5,000.00 contract with SEH to start the application process.

We are extremely pleased to have ZWP support the important project for the Zumbro River Water Trail project!

At some time in the near future, you will be contacted by Andrew Masterpole regarding your individual city or county input for the application work.

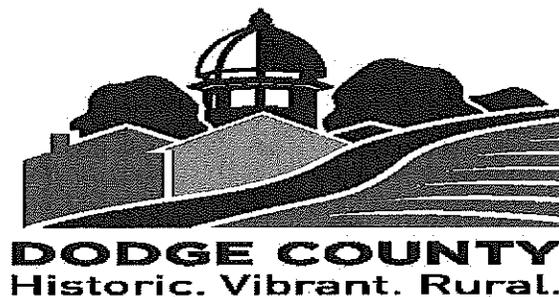
Best regards,

Ryland Eichhorst  
Mayor of Oronoco  
Oronocomayor@gmail.com

C: Brett Ostby, Joe Czapiewski-GMRPTC  
City of Millville, Zumbro Falls, Pine Island, Kasson, Mantorville, Zumbrota, Oronoco, Hammond, Rochester, Lake Zumbro, Mazeppa, Olmsted County, Goodhue County, Wabasha County, and Dodge County

# DODGE COUNTY ASSESSOR'S OFFICE

Ryan DeCook, SAMA  
County Assessor  
721 Main Street North  
Mantorville, MN 55955



Kim Walstad  
McKenzie Hundorf  
Jeremy Farar  
Matt Naatz, SAMA  
Wendy Iverson, CMA

Phone: (507) 635-6245

Fax: (507) 635-6265

Toll-Free: (888) 600-5169

January 30, 2019

TO: Theresa Coleman, City of Kasson

FROM: Ryan DeCook, Dodge County Assessor

RE: 2019 OPEN BOOK MEETING

The 2019 Open Book for City of Kasson will be held on

Thursday, April 11, 2019 at 3:00 pm to 4:00 pm located at the

Dodge County Government Services Building located at 721 Main Street North, Mantorville.

***Please call the assessor's office to schedule an appointment.***

# MANDATED VS MARKET-DRIVEN

During the 2007-2012 timeframe, the state-mandated renewable energy standard (RES) doubled and even tripled the prices most utilities paid for renewable energy contracts. After Minnesota utilities began meeting the 25x25 RES mandate, renewable prices declined to the point they are competitive resources. Today, most utilities exceed mandates because they are making market-driven purchases of renewables, including to mitigate risk (hedge) in the power market. An increased RES would raise the price for renewables and deny utilities the ability to make economically prudent renewable purchases that benefit consumers and the environment.



MANDATED RENEWABLES PURCHASE AGREEMENT	MARKET-DRIVEN RENEWABLES PURCHASE AGREEMENT
Price-Taker	Price-Chooser
Obligated Purchase	Voluntary Purchase
Expensive Must-Take Contracts	Competitive Take-It or Leave-It Contracts
“One Size Fits All” Approach	Customized Solutions for Local Preferences and Needs
<b>Contract with Risk and Uncertainty</b>	<b>Contract that Could Mitigate Risk</b>

## 9 BENEFITS OF THE PUBLIC POWER NOT-FOR-PROFIT BUSINESS MODEL

Public Power (municipally-owned): Rooted in Community Self-Determination



**FOCUS:**  
It keeps the focus on those who matter the most- **the customers.**



**RATES:**  
The rates are **cost-based** and not inflated by the need to turn excessive profit.



**SERVICE:**  
The service is more **reliable.**



**LOCAL JOBS:**  
**Trusted energy advisors** bring local jobs to communities.



**DOLLARS:**  
The money made from the municipal utility **stays in the community**



**ENVIRONMENTAL STEWARDSHIP:**  
Green rebates and subscriptions allow for **environmental stewardship.**



**GOVERNANCE:**  
**Local** governance maintains **control** over operations.



**CLEAN ENERGY:**  
Clean energy makes for a **balanced portfolio.**



**COMPETITIVE FORCE:**  
Public Power is the **yardstick** for the **entire power industry.**



CENTRAL MINNESOTA MUNICIPAL POWER AGENCY

Powering a Brighter Future

Utility Services

Customer Services



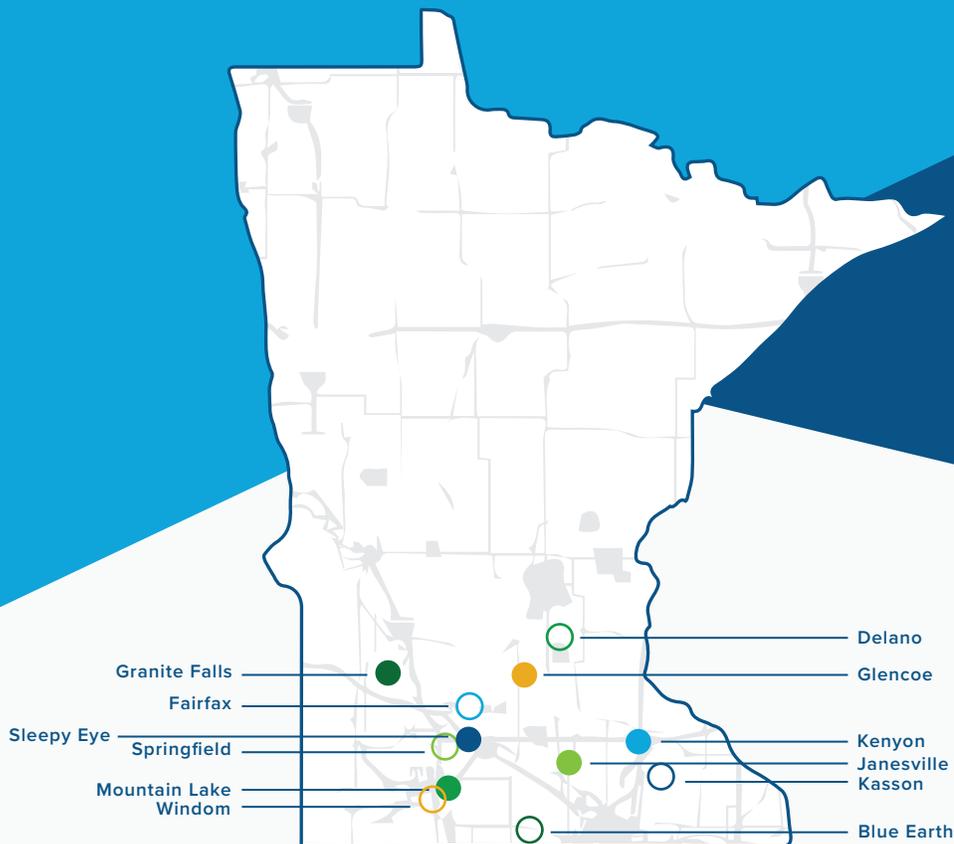
Central Minnesota Municipal Power Agency (CMMPA) serves as a municipal, not-for-profit, project-based, partial or full-requirements joint power agency. CMMPA formed Central Municipal Power Agency/ Services (CMPAS) as an agent providing energy management and consultative support services to public power members and affiliates. CMPAS's specialized expertise in energy markets, and power supply and transmission planning is critical for CMMPA member's long-term success.



Smart Choices Today. Savings Tomorrow.



# OUR MEMBERS



### Our Affiliates:

- Cedar Falls, IA
- Montezuma, IA
- Indianola, IA
- Waverly, IA
- Independence, IA
- Eldridge, IA
- EIk River, MN
- Willmar, MN

Visit us at [www.cmpasgroup.org](http://www.cmpasgroup.org)

## Kasson Police Calls for Service

	2014	2015	2016	2017	2018	2019
January	274	286	294	322	346	424
February	271	247	260	341	310	
March	280	302	273	277	352	
April	325	347	375	364	418	
May	373	367	413	461	502	
June	293	339	349	370	395	
July	364	408	408	528	454	
August	286	372	343	404	466	
September	263	352	346	450	461	
October	336	309	489	370	380	
November	263	284	359	390	348	
December	300	331	334	377	437	
<b>Yearly Total</b>	<b>3628</b>	<b>3944</b>	<b>4243</b>	<b>4654</b>	<b>4869</b>	<b>424</b>