

*The City of Howard Lake strives to build upon its good neighbor traditions –
A welcoming community for all, supported by vibrant and engaged businesses and community organizations, involved
citizens, and diverse amenities that provide a well-rounded quality of life.*

TENTATIVE AGENDA
FEBRUARY 16, 2021 – 7:00 pm

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. APPROVAL OF AGENDA
Any additions, deletions, modifications to the agenda will be done at this time.
- D. COUNCIL MEETING MINUTES
 - a. Consider Approving Council Meeting Minutes from the January 19, 2021 Council Meeting.
 - b. Consider Approving Council Workshop Minutes from the January 19, 2020 meeting.
- E. CITIZEN INPUT
- F. COUNCIL/COMMITTEE REPORT
- G. DEPARTMENT REPORTS
 - a. Howard Lake Municipal Liquor Financials
- H. CONSENT AGENDA
 - a. Consider Accepting all Reports & Payment of Claims.
- I. PRESENTATIONS, PUBLIC HEARINGS & RELATED APPROVALS
- J. NEW BUSINESS
 - a. Consider Resolution Providing for the Issuance & Sale of GO TIF Bonds for Series 2012A Bond.
 - b. Consider Approving Scope of Services & Fee for Services for Wellhead Protection Plan.
 - c. Consider Contract Modification for Engineering Services Related to Central Park Phase 1.
 - d. Consider Approving Plans & Specs and Advertisement of Quotes for Central Park Phase 2: Splash Pad Development.
 - e. Consider Selection of Architect and Fee for Design Services for Library Construction Project.
 - f. Consider Resolution Supporting the Submission of DNR Local Trail Connections Grant Application.
 - g. Consider Approving HLFD Bylaws & Standard Operating Procedures.
 - h. Consider Various Updates to the City of Howard Lake Personnel Policy.

City Council Meeting - Feb. 16
Tue, Feb 16, 2021 7:00 PM - 9:00 PM (CST)

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/160900005>

You can also dial in using your phone.

United States: [+1 \(872\) 240-3212](tel:+18722403212)

Access Code: 160-900-005

K. OLD BUSINESS

L. ADMINISTRATOR'S REPORT

M. ADJOURN



CITY OF HOWARD LAKE

625 8TH Avenue - PO Box 736 - Howard Lake, MN 55349
Phone: 320-543-3670 | cityadmin@howard-lake.mn.us | www.howard-lake.mn.us

**HOWARD LAKE CITY COUNCIL
HOWARD LAKE CITY HALL- 625 8th AVENUE
VIA - GO TO MEETING
January 19, 2021**

MEETING MINUTES

COUNCIL PRESENT

Mayor Zimmerman
Tom Kutz
Allan Munson
Gene Gilbert
Jason Deiter

COUNCIL ABSENT

STAFF PRESENT

Nick Haggenmiller, City Administrator
Meagan Theisen, Assistant City Administrator

ALSO PRESENT

Herald Journal

A. CALL TO ORDER

Mayor Zimmerman called the meeting to order at 7:00 p.m.

B. PLEDGE OF ALLEGIANCE

All present recited the Pledge of Allegiance.

C. APPROVAL OF AGENDA

Haggenmiller noted the addition of a New Business item, Consider Resolution 21-02 Removing Parcel from TIF District 1-20.

Council Member Kutz moved to approve the agenda with the addition of the New Business Item noted above. The motion was seconded by Council Member Gilbert and passed unanimously.

D. APPROVAL OF MINUTES

Council Member Deiter moved to approve the Council Meeting Minutes from the December 8th Regular Council Meeting. The motion was seconded by Council Member Kutz and passed unanimously.

E. CITIZEN INPUT

No residents addressed the Council.

F. COUNCIL/COMMITTEE REPORT

Council Member Deiter mentioned that the Parks and Planning Commission and the Waste Water Commission both met recently. He reported that the WWC reviewed current rates.

Council Member Gilbert provided an overview of the PPC meeting, including a new committee member, Molly Hibbert, plans to move forward with the splash pad, and the City Planner, Nate Sparks, provided planning information for updating the Comprehensive Plan.

G. DEPARTMENT REPORTS

Haggenmiller emphasized that Howard Lake Wine and Spirits profited \$88,000 for the year of 2020.

H. CONSENT AGENDA

a. CONSIDER ACCEPTING ALL REPORTS AND PAYMENT OF CLAIMS

GENERAL FUND	57274-57447	\$450,068.74
PAYROLL	26748-26780, 501180-501254	\$74,681.25
ELECTRONIC	843-880	\$388,167.59
TOTAL		\$912,917.58
AMBULANCE CLAIMS	5699-5716	\$5699-5716
ELECTRONIC	9E – 13E	\$37.50
TOTAL		\$19,473.16

- b. Consider Refusing to Waive the Statutory Tort Liability Limit**
- c. Consider 2021 Committee Appointments and Designations**
- d. Consider 2021 Meeting Schedule**
- e. Consider Resolution 21-01 Approving 2021 Utility Enterprise Fees & Charges**
- f. Consider Approving Various Personnel Appointments.**

Council Member Munson moved to approve the Consent Agenda. The motioned was seconded by Council Member Deiter and passed unanimously.

I. PUBLIC HEARING/PRESENTATION

No Public Hearings/Presentations

J. NEW BUSINESS

a. CONSIDER APPROVING 2021 FEES AND CHARGES SCHEDULE

Haggenmiller reviewed the recommended changes to the Fee and Charges Schedule. Highlighting why staff is recommending adding \$2.75/monthly water meter conversion charge – the fee would help cover the \$300,000 + water meter conversion project that we are proposed to start summer 2021.

Council Member Kutz moved to approve the 2021 fees and charges schedule. The motion was seconded by Council Member Deiter and passed unanimously.

b. CONSIDER HVAC REPAIRS AT HISTORIC CITY HALL

Haggenmiller reviewed the staff report, stating that the funds for the repair would come from left over funds in the HCH construction budget and general fund building maintenance fund. Installing a new system would be more efficient than repairing the current system.

Council Member Deiter moved to approve the HVAC replacement to be completed by AirPro. The motion was seconded by Council Member Munson and passed unanimously.

c. CONSIDER APPROVING 2021 ASSESSMENT AGREEMENT WITH WRIGHT COUNTY

Haggenmiller presented the staff report, noting that Chase Philippi, the City's new assessor, has gone above and beyond since taking over Howard Lake.

Council Member Gilbert moved to approve the renewal of the 2021 assessment agreement with Wright County. The motion was seconded by Council Member Kutz and passed unanimously.

d. CONSIDER RESOLUTION 21-02 REMOVING PARCEL FROM TIF DISTRICT 1-20

Haggenmiller presented the staff report and that this resolution is just clearing up a clerical error that was overlooked when the TIF was created. Removing this parcel does not affect the TIF district at all.

Council Member Gilbert Moved to Approve Resolution 21-02 Removing Parcel from TIF District 1-20. The motion was seconded by Council Member Deiter and passed unanimously.

e. CONSIDER APPROVING RFP FOR ARCHITECTURAL SERVICES RELATED TO A NEW LIBRARY FACILITY

Haggenmiller reviewed the staff report, highlight that the RFP will provide competitive low bids for the Library project.

Council Member Gilbert moved to approve an RFP for architectural services related to a new library facility. The motion was seconded by Council Member Kutz and passed unanimously.

f. CONSIDER CLOSED SESSION PURSUANT TO MS13.D05 TO CONDUCT ANNUAL PERFORMANCE REVIEW OF THE ADMINISTRATOR

Mayor Zimmerman announced closed session at 7:30 PM

Mayor Zimmerman Reopened the meeting at 7:54 PM

Mayor Zimmerman provided a summary of the review of City Administrator Nick Haggenmiller.

K. OLD BUSINESS

None.

L. ADMINISTRATORS REPORT

No Report.

M. ADJOURN

Council Member Munson motioned to adjourn the meeting at 7:55PM. The motion was seconded by Council Member Kutz and passed unanimously.

Attest – City Administrator/Clerk

Mayor

HOWARD LAKE CITY COUNCIL
WORK SESSION
January 19, 2021

Start – 7:55 PM

Garbage RFP

Staff and Council discussed possibly going out for proposal on a new garbage contract.

Council would like to see staff develop an improvement plan with Mumford Sanitation

American Spirit Building

Staff to talk to realtor of the American Spirit Building

Adjourn at 8:09 PM

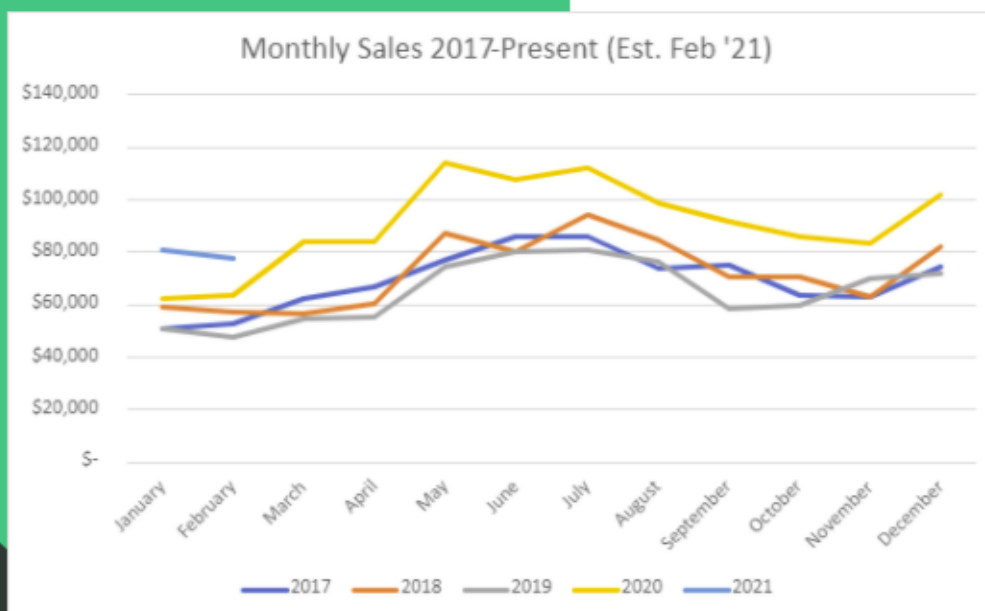
Howard Lake Wine & Spirits Financial KPI Dashboard



HLWS Financial KPI Dashboard

January 2021

Revenue



- +21% vs. Jan '20
- "Old format" numbers
- +25% MTD for Feb (also 2020 was a leap year)

Jan 2021 Sales

Item category Description	Rank	Period	Sales	Profit \$	Profit %	# of tickets	Average ticket
N/A	1	A	0.00	0.00	0.0	2	0.00
N/A							
BEER	2	A	42,242.33	9,448.90	22.4	2,173	19.44
BEER							
LIQUOR	3	A	26,462.01	7,414.27	28.0	1,305	20.28
LIQUOR							
LOYALTY	4	A	-44.86	-44.86	100.0	9	-4.98
Loyalty							
MISC ITEM	5	A	1,316.91	411.25	31.2	189	6.97
MISC ITEM							
NONTAX	6	A	560.55	212.73	38.0	110	5.10
NONTAX							
SSEC	7	A	1,710.00	1,710.00	100.0	2	855.00
SSEC EVENT CENTER							
WINE	8	A	10,433.27	2,454.99	23.5	471	22.15
WINE							
Report totals							
8 groups	A		82,680.21	21,607.28	26.1		

Vs. Jan 2020 Sales
+\$20,572

Vs. Jan 2020 Gross Profit
+\$7,679

Vs. Jan 2020 GP %
+3.7%

Vs. Jan 2020 Cust Count
3200 / 3400
+6.0%

HLWS Financial KPI Dashboard

January 2021

3 things you need to know about Jan 2021

+

Sales, gross profit & customer counts

Records set!

-

Negative net income

**Post-holiday
restock**

✓

Management's opinion

**Solid start
to 2021**

Good "momentum" continues from 2020

Negative net profit is anticipated each January

Did not begin current accounting practices until mid-2020. Increases are real, how much??

Howard Lake Wine & Spirits

Profit & Loss Statement

for the period 1/1/2021 to 1/31/2021

SALES	Mnthly Amnt	YTD Amount	Budget	% of Budget	2020 Mnthly Amt	2020 YTD Amt	+/- Pr Yr
Liquor	\$ 27,133	\$ 27,133	\$ 345,000	8%	\$ 20,907	\$ 20,907	\$ 6,227
Beer	\$ 42,681	\$ 42,681	\$ 645,000	7%	\$ 33,828	\$ 33,828	\$ 8,853
Wine	\$ 12,175	\$ 12,175	\$ 95,000	13%	\$ 9,611	\$ 9,611	\$ 2,564
Discounts	\$ (2,854)	\$ (2,854)			\$ (2,040)	\$ (2,040)	\$ (815)
Misc(Pop/Mixes/Tobaco)	\$ 1,320	\$ 1,320	\$ 50,000	3%	\$ 1,450	\$ 1,450	\$ (130)
Non Tax	\$ 561	\$ 561			\$ 702	\$ 702	\$ (142)
Loyalty Program	\$ (45)	\$ (45)	\$ (18,500)	0%	\$ (2,350)	\$ (2,350)	\$ 2,305
On Sale Revenue - SSEC	\$ -	\$ -			\$ -	\$ -	
Other Revenue	\$ 18	\$ 18			\$ 11	\$ 11	
TOTAL SALES	\$ 80,988	\$ 80,988	\$ 1,116,500	7%	\$ 62,119	\$ 62,119	\$ 18,863
COST OF SALES							
Liquor	\$ 19,252	\$ 19,252	\$ 226,548	8%	\$ 14,640	\$ 14,640	\$ 4,612
Beer	\$ 32,922	\$ 32,922	\$ 522,391	6%	\$ 28,555	\$ 28,555	\$ 4,367
Wine	\$ 7,974	\$ 7,974	\$ 58,694	14%	\$ 6,174	\$ 6,174	\$ 1,799
Pop/Mixes/Ice	\$ 1,284	\$ 1,284	\$ 22,400	6%	\$ 910	\$ 910	\$ 374
Tobacco	\$ 179	\$ 179	\$ 15,519	1%	\$ 643	\$ 643	\$ (464)
Freight	\$ 665	\$ 665	\$ 7,000	9%	\$ 779	\$ 779	\$ (114)
TOTAL COST OF SALES	\$ 62,274	\$ 62,274	\$ 852,552		\$ 51,701	\$ 51,701	\$ 10,574
GROSS PROFIT	\$ 18,714	\$ 18,714					
EXPENSES							
Wages/Benefits	\$ 16,640	\$ 16,640	\$ 127,000	13%	\$ 14,838	\$ 14,838	\$ 1,802
Consulting	\$ 700	\$ 700	\$ 7,000	10%	\$ -	\$ -	\$ 700
Training & Seminars	\$ -	\$ -	\$ 1,000	0%	\$ -	\$ -	\$ -
Travel	\$ 39	\$ 39	\$ 1,710	2%	\$ 82	\$ 82	\$ (42)
Dues & Subscriptions	\$ 20	\$ 20	\$ 1,000	2%	\$ -	\$ -	\$ 20
Cash Short/Over	\$ 46	\$ 46	\$ -		\$ (4)	\$ (4)	\$ 50
Credit Card Expense	\$ 2,085	\$ 2,085	\$ 14,400	14%	\$ 1,052	\$ 1,052	\$ 1,033
Insurance	\$ -	\$ -	\$ 7,500	0%	\$ -	\$ -	\$ -
Repair & Maintenance	\$ 274	\$ 274	\$ 5,000	5%	\$ 952	\$ 952	\$ (678)
Computer Supplies/Technology	\$ 1,899	\$ 1,899	\$ 5,000	38%	\$ 1,870	\$ 1,870	\$ 29
Utilities	\$ 620	\$ 620	\$ 10,000	6%	\$ 746	\$ 746	\$ (126)
Advertising	\$ 1,773	\$ 1,773	\$ 5,000	35%	\$ -	\$ -	\$ 1,773
Misc	\$ 885	\$ 885	\$ 10,000	9%	\$ 1,355	\$ 1,355	\$ (470)
Depreciation	\$ 625	\$ 625	\$ 7,500	8%	\$ 625	\$ 625	\$ -
TOTAL EXPENSES	\$ 25,606	\$ 25,606	\$ 202,110	13%	\$ 21,514	\$ 21,514	\$ 4,092
PROFIT/(LOSS)	\$ (6,892)	\$ (6,892)			\$ (11,096)	\$ (11,096)	

CITY OF HOWARD LAKE
CLAIMS & DONATIONS APPROVED
DATE - FEBRUARY 16, 2021

GENERAL FUND	CHECKS:	57448 – 57544	\$231,090.01
PAYROLL		26781-26799, 501255 – 501299	47,730.35
ELECTRONIC		881-899	<u>54,583.12</u>
TOTAL			333,403.48
AMBULANCE CLMS	CHECKS:	5717-5723	\$12,824.62
ELECTRONIC			
TOTAL			\$12,824.62

CITY OF HOWARD LAKE

02/16/21 9:26 AM

Page 1

***Check Summary Register©**

Name		Check Date	Check Amt	
1010 CITIZEN ALLIANCE				
881e	INTERNAL REVENUE SERVICE	1/27/2021	\$6,457.48	
882e	MN DEPT OF REVENUE	1/27/2021	\$1,289.53	
883e	PERA	1/27/2021	\$5,413.76	
884e	FURTHER	1/27/2021	\$315.00	
885e	HEARTLAND PYMT SERVICES	2/10/2021	\$1,901.21	
886e	RADIANT SYSTEMS	2/10/2021	\$164.25	NCR
887e	EPS	2/10/2021	\$49.00	
888e	LS WEEKEND CASH	2/10/2021	\$2,000.00	
889e	AUTHNET GATEWAY BILLING	2/10/2021	\$20.18	
890e	MN DEPT OF REVENUE	2/10/2021	\$7,888.00	Sales Tax January 2021
891e	MN DEPT OF REVENUE	2/10/2021	\$1,436.00	UB Sales Tax January 2021
892e	INTERNAL REVENUE SERVICE	2/10/2021	\$6,457.46	
893e	MN DEPT OF REVENUE	2/10/2021	\$1,289.53	
894e	PERA	2/10/2021	\$5,413.76	
895e	FURTHER	2/10/2021	\$315.00	
896e	INTERNAL REVENUE SERVICE	2/10/2021	\$6,877.42	
897e	MN DEPT OF REVENUE	2/10/2021	\$1,273.52	
898e	PERA	2/10/2021	\$5,356.98	
899e	FURTHER	2/10/2021	\$665.04	
26781	ROLLINS, KENNETH	1/29/2021	\$152.08	
26782	BONNICK, STEVEN	1/29/2021	\$995.42	
26783	HAGLIN, SERENA P	1/29/2021	\$207.16	
26784	ANDERSON, LAURIN	1/29/2021	\$172.92	
26785	ZEBRO, ALISON	1/29/2021	\$46.51	
26786	BOBROWSKE, KURT	2/12/2021	\$335.51	
26787	BONNICK, STEVEN	2/12/2021	\$898.35	
26788	HAGLIN, SERENA P	2/12/2021	\$202.28	
26789	GOEPFERT, THOMAS	2/12/2021	\$192.09	
26790	DRUSCH, JACOB D	2/12/2021	\$520.00	
26791	DRUSCH, JOEY	2/12/2021	\$46.17	
26792	MAGES, ALEX	2/12/2021	\$253.21	
26793	OLSON, DAMIEN	2/12/2021	\$46.17	
26794	PETERSON, JEREMY	2/12/2021	\$69.26	
26795	SHEROD, JOSEPH L.	2/12/2021	\$69.26	
26796	STOLL, ERIC	2/12/2021	\$138.15	
26797	WIECH, KYLE	2/12/2021	\$463.76	
26798	ANDERSON, LAURIN	2/12/2021	\$206.54	
26799	ZEBRO, ALISON	2/12/2021	\$136.93	
57448	C & L DISTRIBUTING	1/20/2021	\$406.10	Beer
57449	CAPITOL BEVERAGE SALES	1/20/2021	\$5,216.25	
57450	COURI, & RUPPE, P.L.L.P.	1/20/2021	\$720.00	
57451	JOE'S SPORT SHOP	1/20/2021	\$609.15	
57452	JOHNSON BROTHERS LIQUOR C	1/20/2021	\$4,224.77	
57453	LEAGUE OF MINN CITIES	1/20/2021	\$630.00	PATROL Subscription
57454	LOCHER BROS, INC	1/20/2021	\$2,028.40	
57455	MARCO	1/20/2021	\$336.61	
57456	PHILLIPS WINE & SPIRITS	1/20/2021	\$827.24	
57457	PLUNKETT'S PEST CONTROL	1/20/2021	\$30.10	
57458	PRIME ADVERTISING & DESIGN	1/20/2021	\$3,546.54	
57459	VINOCOPIA, INC	1/20/2021	\$378.00	
57460	VISU-SEWER CLEAN & SEAL INC	1/20/2021	\$1,897.50	
57461	WRIGHT HENNEPIN ELECTRIC	1/20/2021	\$750.00	
57462	MN VALLEY TESTING LAB	1/20/2021	\$43.00	
57463	ACTIVE 911 INC	2/11/2021	\$338.00	

CITY OF HOWARD LAKE

02/16/21 9:26 AM

Page 2

***Check Summary Register©**

	Name	Check Date	Check Amt	
57464	EARTHLINK INC	1/27/2021	\$12.95	
57465	VERIZON	1/27/2021	\$80.02	
57466	BELLBOY CORPORATION	1/31/2021	\$3,573.68	
57467	BREAKTHRU BEVERAGE	1/31/2021	\$4,719.57	
57468	CAPITOL BEVERAGE SALES	1/31/2021	\$4,149.79	
57469	CUB FOODS	1/31/2021	\$352.92	
57470	DAHLHEIMER BEVERAGE, LLC	1/31/2021	\$3,960.87	
57471	JOHNSON BROTHERS LIQUOR C	1/31/2021	\$1,970.86	
57472	LOCHER BROS, INC	1/31/2021	\$3,882.05	
57473	MILLNER HERITAGE	1/31/2021	\$293.40	
57474	PAUSTIS WINE COMPANY	1/31/2021	\$323.00	
57475	PHILLIPS WINE & SPIRITS	1/31/2021	\$1,707.33	
57476	SOUTHERN GLAZER WINE & SPI	1/31/2021	\$1,206.34	
57477	BELLBOY CORPORATION	2/11/2021	\$3,654.90	
57478	BIRCHDALE FIRE & SECURITY, L	2/11/2021	\$144.96	
57479	KEITH BOBROWSKE	2/11/2021	\$130.00	CELL ALLOWANCE JAN/FEB
57480	BOLTON & MENK, INC	2/11/2021	\$642.50	
57481	BOTACH INC	2/11/2021	\$1,874.96	SHEILDS
57482	BRANDEL ELECTRIC, LLC	2/11/2021	\$99.56	
57483	BREAKTHRU BEVERAGE	2/11/2021	\$1,657.73	
57484	C & C EMBROIDERY	2/11/2021	\$30.00	
57485	CAPITOL BEVERAGE SALES	2/11/2021	\$7,284.35	
57486	CENTERPOINT ENERGY	2/11/2021	\$2,149.53	
57487	CENTURYLINK	2/11/2021	\$629.46	
57488	CINTAS	2/11/2021	\$891.71	
57489	CITY OF BUFFALO	2/11/2021	\$60.00	ACCT# 26-022950-00
57490	COKATO MOTOR SALES, INC	2/11/2021	\$236.30	
57491	CORE & MAIN	2/11/2021	\$168.74	
57492	COURI, & RUPPE, P.L.L.P.	2/11/2021	\$693.75	
57493	DAHLHEIMER BEVERAGE, LLC	2/11/2021	\$4,715.20	
57494	JACOB DRUSCH	2/11/2021	\$246.94	Reimbursement
57495	DUTCH LAKE DAIRY	2/11/2021	\$1,725.00	COMPOST PILE HAULING
57496	FARM-RITE EQUIPMENT, INC	2/11/2021	\$152.12	
57497	FASTENAL	2/11/2021	\$54.61	
57498	FERRELL, JUSTINA	2/11/2021	\$8.45	REIMBURSEMENT
57499	FINKEN WATER CENTERS	2/11/2021	\$5.00	
57500	GOPHER STATE ONE-CALL, INC	2/11/2021	\$16.20	
57501	GOVOFFICE LLC	2/11/2021	\$660.00	
57502	HAWKINS, INC	2/11/2021	\$2,015.70	
57503	HERALD JOURNAL PUBLISHING	2/11/2021	\$51.00	ANNUAL SUBSCRIPTION
57504	HOWARD LAKE FOODS	2/11/2021	\$7.16	
57505	HOWARD LAKE POSTMASTER	2/11/2021	\$1,253.20	ENVELOPES
57506	IACP	2/11/2021	\$210.00	DAVE THOMPSON
57507	JOE'S SPORT SHOP	2/11/2021	\$1,351.47	
57508	JOHNSON BROTHERS LIQUOR C	2/11/2021	\$2,700.87	
57509	MYRA LAWAY	2/11/2021	\$28.44	REIMBURSEMENT
57510	LEAGUE OF MN CITIES-W/C	2/11/2021	\$65,744.00	ACCT# 40002720
57511	LOCHER BROS, INC	2/11/2021	\$1,973.35	
57512	MARCO TECHNOLOGIES LLC	2/11/2021	\$159.81	
57513	MEDIACOM LLC	2/11/2021	\$176.90	
57514	MEI TOTAL ELEVATOR SOLUTIO	2/11/2021	\$906.51	
57515	MENARDS-BUFFALO	2/11/2021	\$168.02	
57516	METRO WEST INSPECTION SER	2/11/2021	\$7,118.42	
57517	MIDWEST MACHINERY CO	2/11/2021	\$453.78	
57518	MINN DEPARTMENT OF HEALTH	2/11/2021	\$1,793.00	

CITY OF HOWARD LAKE

02/16/21 9:26 AM

Page 3

***Check Summary Register©**

	Name	Check Date	Check Amt	
57519	MN DNR ECO WATERS	2/11/2021	\$445.10	
57520	MN PEIP	2/11/2021	\$14,484.14	
57521	MOTOROLA SOLUTIONS, INC	2/11/2021	\$19,963.86	
57522	MUMFORD SANITATION	2/11/2021	\$10,685.60	COMPOST LEASE - January
57523	MUNSON LAKES NUTRITION	2/11/2021	\$97.44	
57524	536600-NCPERS GROUP LIFE IN	2/11/2021	\$48.00	
57525	NELSON ELECTRIC MOTOR REP	2/11/2021	\$202.50	
57526	NORTHWEST ASSOC CONSULT	2/11/2021	\$516.80	
57527	PAUMEN COMPUTER SERVICES	2/11/2021	\$885.00	
57528	PHILLIPS WINE & SPIRITS	2/11/2021	\$571.39	
57529	PLUNKETT'S PEST CONTROL	2/11/2021	\$111.28	
57530	RIVERS OF HOPE	2/11/2021	\$25.00	
57531	SOUTHERN GLAZER WINE & SPI	2/11/2021	\$2,830.96	
57532	SPRINT	2/11/2021	\$313.40	
57533	STREICHER'S	2/11/2021	\$1,287.55	
57534	SWANSON, JASON	2/11/2021	\$700.00	JANUARY 2021
57535	SYMBOLARTS	2/11/2021	\$150.33	
57536	T & T SERVICES	2/11/2021	\$581.50	
57537	VAN IWAARDEN ASSOCIATES	2/11/2021	\$1,700.00	GASB 75 COMPLETION DEC 2020
57538	VERIZON CONNECT NWF, INC	2/11/2021	\$73.65	
57539	VINOCOPIA, INC	2/11/2021	\$1,112.25	
57540	VISA	2/11/2021	\$4,124.55	FREEDOM MUNITIONS
57541	WRIGHT COUNTY JOURNAL PR	2/11/2021	\$167.50	
57542	XCEL ENERGY	2/11/2021	\$5,974.17	
57543	ZIEGLER INC	2/11/2021	\$350.00	
57544	MARIAS MEXICAN RESTURANT	2/16/2021	\$1,430.00	Reimbursement - Water Line Repair
501255e	HAGGENMILLER, NICHOLAS A	1/29/2021	\$3,161.91	
501256e	LAWAY, MYRA	1/29/2021	\$2,083.76	
501257e	SZCZEPANIK, DARIUSZ J	1/29/2021	\$1,725.13	
501258e	THOMPSON, DAVID G	1/29/2021	\$2,008.19	
501259e	THOMPSON, KYLE	1/29/2021	\$182.46	
501260e	ZANDER, SHARI	1/29/2021	\$950.13	
501261e	ANDERSON, ERIC J.	1/29/2021	\$2,107.89	
501262e	CASSIDY, JOSHUA J	1/29/2021	\$551.52	
501263e	THEISEN, MEAGAN	1/29/2021	\$1,917.49	
501264e	YUNKER, JEAN	1/29/2021	\$159.25	
501265e	PRESTIDGE, CLAYTON P	1/29/2021	\$1,573.45	
501266e	STANLEY, BRIDGET	1/29/2021	\$1,360.53	
501267e	ZWILLING, TROY	1/29/2021	\$2,107.42	
501268e	FERRELL, JUSTINA LYNN	1/29/2021	\$325.65	
501269e	FIE, KYLEE	1/29/2021	\$138.22	
501270e	LINDER, ELISE	1/29/2021	\$62.45	
501271e	LINDER, EMILY	1/29/2021	\$265.43	
501272e	MCALPINE, DEBRA-ANN	1/29/2021	\$374.65	
501273e	BOBROWSKE, KEITH	2/12/2021	\$184.70	
501274e	HAGGENMILLER, NICHOLAS A	2/12/2021	\$3,453.82	
501275e	LAWAY, MYRA	2/12/2021	\$1,706.42	
501276e	SZCZEPANIK, DARIUSZ J	2/12/2021	\$1,745.75	
501277e	THOMPSON, DAVID G	2/12/2021	\$1,973.84	
501278e	ZANDER, SHARI	2/12/2021	\$286.22	
501279e	ANDERSON, ERIC J.	2/12/2021	\$1,910.22	
501280e	CASSIDY, JOSHUA J	2/12/2021	\$377.72	
501281e	THEISEN, MEAGAN	2/12/2021	\$1,772.87	
501282e	YUNKER, JEAN	2/12/2021	\$507.70	
501283e	PRESTIDGE, CLAYTON P	2/12/2021	\$1,433.97	

CITY OF HOWARD LAKE

02/16/21 9:26 AM

Page 4

***Check Summary Register©**

	Name	Check Date	Check Amt
501284e	STANLEY, BRIDGET	2/12/2021	\$1,084.68
501285e	ZWILLING, TROY	2/12/2021	\$1,863.51
501286e	BRAVINDER, SETH Z	2/12/2021	\$92.35
501287e	KITTOCK, BRIAN	2/12/2021	\$349.46
501288e	KITTOCK, NICOLE D	2/12/2021	\$503.01
501289e	LOEBERTMANN, AMANDA G	2/12/2021	\$184.70
501290e	LOEBERTMANN, CRAIG	2/12/2021	\$253.96
501291e	PETERSON, DAVID T	2/12/2021	\$184.70
501292e	SPYRA, MICHAL	2/12/2021	\$23.09
501293e	STUEVEN, MARK J	2/12/2021	\$92.35
501294e	YOKIEL, ANDREW J	2/12/2021	\$387.96
501295e	FERRELL, JUSTINA LYNN	2/12/2021	\$431.83
501296e	FIE, KYLEE	2/12/2021	\$177.82
501297e	LINDER, ELISE	2/12/2021	\$124.88
501298e	LINDER, EMILY	2/12/2021	\$60.04
501299e	MCALPINE, DEBRA-ANN	2/12/2021	\$355.48
		Total Checks	\$333,403.48

CITY OF HOWARD LAKE

02/12/21 9:31 AM

Page 1

*Check Summary Register©

	Name	Check Date	Check Amt	
1012	CAB - AMBULANCE			
5717	ALLINA HEALTH EMS	2/10/2021	\$400.00	
5718	CENTRAL MCGOWAN, INC	2/10/2021	\$26.63	
5719	CITY OF HOWARD LAKE	2/10/2021	\$4,875.00	Wages January 2021
5720	EMERGENCY MEDICAL TRAININ	2/10/2021	\$5,600.00	
5721	HOWARD LAKE TIRE & AUTO	2/10/2021	\$765.35	
5722	JOE'S SPORT SHOP	2/10/2021	\$268.14	
5723	KEAVENY PHARMACY	2/10/2021	\$889.50	
		Total Checks	\$12,824.62	



HOWARD LAKE CITY COUNCIL MEETING

FEBRUARY 16, 2021

AGENDA ITEM: Consider Resolution Providing for the Issuance & Sale of GO TIF Bonds for Series 2012A Bond

SECTION: New Business

FROM: Nick Haggenmiller, City Administrator
Shannon Sweeney, Municipal Advisor

BACKGROUND: The City of Howard Lake issued GO TIF Bonds (2013A) to finance the development of the Lodge of Howard Lake. Bond payments are made by the City using lease payments made by developer and facility owner Community Asset Foundation.

Attractive interest rates have made refunding this bond a very attractive and financially prudent move. Financial Advisor, Shannon Sweeney has worked on behalf of the City and Community Asset Foundation to refund the existing bond and place with a new lending institution.

General terms are included within Sweeney's memo to council. While the refunding doesn't provide an actual cash savings or benefit to the City directly, it does reduce debt service on the project in which the City of Howard Lake has issued general obligation debt which is ultimately backed by the "good faith and credit" of the City.

DECISION MAKING METRICS:

FINANCIAL: There is no out of pocket expenditure for the City; finance charges are to be handled by Community Asset Foundation. There is not a credit rating required as part of the debt issuance.

LEGAL: Bond Counsel, Mary Ippel, Taft (Formerly Briggs & Morgan) assisted Sweeney and drafted the included resolution.

STRATEGIC PLAN: Maintain fiscally-responsible City management & operations.

COUNCIL ACTION REQUESTED: Approve Resolution 21-03 Providing for the Issuance and Sale of a \$591,000 GO TIF Refunding Bond, Series 2021A.

ATTACHMENTS:

1. Memo from Shannon Sweeney/David Drown & Associates
2. Resolution

**DDA****David Drown Associates, Inc.
Public Finance Advisors**

Cologne Office:
10555 Orchard Road
Cologne, MN 55322
(952) 356-2992
shannon@daviddrown.com

February 10, 2021

City of Howard Lake
Nick Haggenmiller, City Administrator
PO Box 736
Howard Lake, MN 55349-0736

RE: Refinance of 2013A General Obligation Tax Increment Bonds

Honorable Mayor, Council Members, and Administrator Haggenmiller:

The purpose of this letter is to provide information regarding recommendations for the refinance of the 2013A General Obligation Tax Increment Bonds that were issued by the City for the purpose of funding a loan for the Lodge of Howard Lake Project in 2013. R.W. Baird in its role as placement agent has solicited a proposal from First Security Bank – Hendricks, MN for the purchase of a refunding bond issue that would be used to refinance the remaining principal balance.

The proposed refinance will reduce the debt service payments over the remaining term of the bonds by \$147,347. The net present value savings due to the refinance of the remaining principal is \$111,986 (discounted at the bond yield of the new bonds).

2021A G.O. Refunding Bonds:

Based on the proposed bank placement, the costs associated with the transaction include the following:

Cost of paying off 2013A Bonds	\$578,213.67
Placement Agent (R.W. Baird)	7,092.00
Fiscal, Legal, Paying Agent	16,750.00
Rounding Amount	966.33
TOTAL COSTS:	\$603,022.00

The funding sources to be utilized to finance said costs are summarized below:

G.O. TIF Refunding Bonds	\$591,000.00
Cash Contribution for Issuance from CAF	12,022.00
TOTAL FUNDING SOURCES:	\$603,022.00

Payment and Revenue Requirements:

The interest rate on the outstanding 2013A Bonds is approximately 4.4% with annual payments of approximately \$45,000 per year. Based on the interest rate of 2% agreed to by First Security Bank-Hendricks the annual debt service will total approximately \$38,000 per year for the proposed bond issue if the refinance is structured over the same term as the existing bonds.

Payments on the bonds are made from monthly loan payments received from The Lodge of Howard Lake. This will result in a reduction of those payments over the remaining life of the loan, so the savings will be for the benefit of that project. The Lodge of Howard Lake will be contributing \$12,022 toward issuance costs to comply with IRS regulations. The City of Howard Lake will have no out-of-pocket expenses associated with this transaction.

\$591,000 G.O. TIF Refunding Bonds – 2021A:

If the Council chooses to pursue the refinance of the 2013A GO TIF Bonds as proposed, David Drown Associates, Inc. recommends the costs be financed through the issuance of \$591,000 of General Obligation Tax Increment Refunding Bonds through the use of R.W. Baird as placement agent.

Key elements of the new issue include:

- 19-year term which matches the original term of the 2013A Bonds.
- Callable (can be prepaid) after 2/1/2028
- Sale of bonds utilizing a placement agent
- A credit rating will not be required

Schedule and Issuance:

The proposed schedule for completing the refinance is as follows:

February 16, 2021	Award sale of bonds
March 19, 2021	Closing

If the Council determines that it is appropriate to proceed with the proposed refinance as discussed, it would be appropriate to act upon the resolution prepared by the City's bond counsel which awards the sale of the refunding bonds to First Security Bank - Hendricks.

Thank you for your time and consideration of this material. Please feel free to contact me if you would like to discuss this information in additional detail.

Sincerely,



Shannon Sweeney, Associate
David Drown Associates, Inc.

City of Howard Lake, Minnesota

\$591,000

GO Tax Increment Refunding Bonds, Series 2021A

Uses of Funds

Cost of Call		578,213.67
Underwriter's Discount	0.00%	-
Costs of Issuance		23,842.00
Rounding		966.33
		<u>603,022.00</u>

Sources of Funds

Par Amount of Issue	591,000.00
Other Sources	-
Cash Contribution for Issuance (Developer)	12,022.00
	<u>603,022.00</u>

Old Bonds (2012A)

Current Payment Schedule

12-Month Period ending	Principal	Rate	Interest	Payment Total
3/19/2021	-		-	-
8/1/2021			12,051.25	12,051
2/1/2022	20,000	3.00%	12,051.25	32,051
8/1/2022			11,751.25	11,751
2/1/2023	20,000	3.00%	11,751.25	31,751
8/1/2023			11,451.25	11,451
2/1/2024	25,000	3.00%	11,451.25	36,451
8/1/2024	-		11,076.25	11,076
2/1/2025	25,000	3.00%	11,076.25	36,076
8/1/2025			10,701.25	10,701
2/1/2026	25,000	3.85%	10,701.25	35,701
8/1/2026	-		10,220.00	10,220
2/1/2027	25,000	3.85%	10,220.00	35,220
8/1/2027	-		9,738.75	9,739
2/1/2028	25,000	3.85%	9,738.75	34,739
8/1/2028	-		9,257.50	9,258
2/1/2029	30,000	3.85%	9,257.50	39,258
8/1/2029	-		8,680.00	8,680
2/1/2030	30,000	4.35%	8,680.00	38,680
8/1/2030	-		8,027.50	8,028
2/1/2031	30,000	4.35%	8,027.50	38,028
8/1/2031			7,375.00	7,375
2/1/2032	30,000	4.35%	7,375.00	37,375
8/1/2032			6,722.50	6,723
2/1/2033	30,000	4.35%	6,722.50	36,723
8/1/2033			6,070.00	6,070
2/1/2034	35,000	4.60%	6,070.00	41,070
8/1/2034			5,265.00	5,265
2/1/2035	35,000	4.60%	5,265.00	40,265
8/1/2035			4,460.00	4,460
2/1/2036	35,000	4.60%	4,460.00	39,460
8/1/2036			3,655.00	3,655
2/1/2037	35,000	4.60%	3,655.00	38,655
8/1/2037			2,850.00	2,850
2/1/2038	40,000	4.75%	2,850.00	42,850
8/1/2038			1,900.00	1,900
2/1/2039	40,000	4.75%	1,900.00	41,900
8/1/2039			950.00	950
2/1/2040	40,000	4.75%	950.00	40,950
	<u>575,000</u>		<u>284,405.00</u>	<u>859,405</u>

New Bonds

Refunding Payment Schedule

12-Month Period ending	Principal	Rate	Interest	Payment Total
3/19/2021	-		-	-
8/1/2021			4,334	4,334
2/1/2022	28,000	2.00%	5,910	33,910
8/1/2022	-		5,630	5,630
2/1/2023	25,000	2.00%	5,630	30,630
8/1/2023	-		5,380	5,380
2/1/2024	28,000	2.00%	5,380	33,380
8/1/2024	-		5,100	5,100
2/1/2025	28,000	2.00%	5,100	33,100
8/1/2025	-		4,820	4,820
2/1/2026	29,000	2.00%	4,820	33,820
8/1/2026	-		4,530	4,530
2/1/2027	29,000	2.00%	4,530	33,530
8/1/2027	-		4,240	4,240
2/1/2028	29,000	2.00%	4,240	33,240
8/1/2028	-		3,950	3,950
2/1/2029	31,000	2.00%	3,950	34,950
8/1/2029	-		3,640	3,640
2/1/2030	31,000	2.00%	3,640	34,640
8/1/2030	-		3,330	3,330
2/1/2031	32,000	2.00%	3,330	35,330
8/1/2031			3,010	3,010
2/1/2032	32,000	2.00%	3,010	35,010
8/1/2032			2,690	2,690
2/1/2033	31,000	2.00%	2,690	33,690
8/1/2033			2,380	2,380
2/1/2034	34,000	2.00%	2,380	36,380
8/1/2034			2,040	2,040
2/1/2035	34,000	2.00%	2,040	36,040
8/1/2035			1,700	1,700
2/1/2036	33,000	2.00%	1,700	34,700
8/1/2036			1,370	1,370
2/1/2037	32,000	2.00%	1,370	33,370
8/1/2037			1,050	1,050
2/1/2038	36,000	2.00%	1,050	37,050
8/1/2038			690	690
2/1/2039	35,000	2.00%	690	35,690
8/1/2039			340	340
2/1/2040	34,000	2.00%	340	34,340
	<u>591,000</u>		<u>122,024</u>	<u>713,024</u>

Savings

period savings	2.00% PV
966	966
7,717	7,717
(1,859)	(1,845)
6,121	6,017
1,121	1,091
6,071	5,850
3,071	2,930
5,976	5,645
2,976	2,783
5,881	5,446
1,881	1,725
5,690	5,165
1,690	1,519
5,499	4,893
1,499	1,320
5,308	4,630
4,308	3,720
5,040	4,310
4,040	3,420
4,698	3,938
2,698	2,239
4,365	3,587
2,365	1,924
4,033	3,248
3,033	2,419
3,690	2,914
4,690	3,667
3,225	2,496
4,225	3,238
2,760	2,094
4,760	3,576
2,285	1,700
5,285	3,893
1,800	1,313
5,800	4,188
1,210	865
6,210	4,395
610	427
6,610	4,586
<u>147,347</u>	<u>124,008</u>

less cash (12,022)

Net PV Savings 111,986

EXTRACT OF MINUTES OF A MEETING
OF THE CITY COUNCIL
CITY OF HOWARD LAKE, MINNESOTA

HELD: February 16, 2021

Pursuant to due call, a regular or special meeting of the City Council of the City of Howard Lake, Wright County, Minnesota, was duly held at the City Hall on February 16, 2021, at 7 P.M, for the purpose, in part, of authorizing the issuance and awarding the sale of a \$591,000 General Obligation Tax Increment Refunding Bond, Series 2021A.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION 21-03
PROVIDING FOR THE ISSUANCE AND SALE OF A \$591,000 GENERAL OBLIGATION
TAX INCREMENT REFUNDING BOND, SERIES 2021A AND PLEDGING FOR THE
SECURITY THEREOF TAX INCREMENTS AND CERTAIN REVENUES FOR THE
PAYMENT THEREOF

A. WHEREAS, the City Council of the City of Howard Lake, Minnesota (the "City"), hereby determines and declares that it is necessary and expedient to issue \$591,000 General Obligation Tax Increment Refunding Bond, Series 2021A (the "Bond"), pursuant to Minnesota Statutes, Chapter 475, to provide moneys for a current refunding of the City's \$695,000 original principal amount of General Obligation Tax Increment Bonds, Series 2013A, dated October 1, 2013 (the "Prior Bonds"); and

B. WHEREAS, \$565,000 principal amount of the Prior Bonds which matures or are subject to mandatory redemption on and after February 1, 2021 (the "Refunded Bonds"), is callable on March 19, 2021 (the "Call Date"), at a price of par plus accrued interest, as provided in Resolution adopted by the City Council on September 17, 2013 (the "Prior Resolution"); and

C. WHEREAS, the refunding of the Refunded Bonds on the Call Date is consistent with covenants made with the holders thereof, and is necessary and desirable for the reduction of debt service cost to the City; and

D. WHEREAS, the proceeds of the Prior Bonds were issued pursuant to the provisions of a Tax Increment Financing Plan (the "Plan") for Tax Increment Financing District No. 2-16 (the "Tax Increment District"), within Housing and Redevelopment Authority Project No. 2 (the "Project Area "), to provide funds which were expended within the Project Area to finance public redevelopment costs associated with the construction and equipping of a senior housing project (the "Project") within the Project Area, as set forth in the Plan and the tax increments derived from the Tax Increment District (the "Tax Increments") have been pledged to the payment of the Prior Bonds; and

E. WHEREAS, the City's Housing and Redevelopment Authority (the "Authority" entered into that certain Development and Loan Agreement with The Lodge of Winthrop LLC, a Minnesota limited liability company, whose sole member is Community Asset Foundation, a Minnesota nonprofit corporation (the "Developer") dated as of October 1, 2013 (the "Development Agreement") and pursuant to Section 4.3 thereof the Developer shall make loan repayments to the Authority (the "Loan Repayments"); and

F. WHEREAS, the City has retained David Drown Associates, Inc., in Minneapolis, Minnesota ("David Drown"), as its independent municipal advisor for the sale of the Bond and was therefore authorized to sell the Bond by private negotiation in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9) and proposals to purchase the Bond has been solicited by David Drown; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Howard Lake, Minnesota, as follows:

1. Acceptance of Offer. The offer of _____, _____, _____ (the "Purchaser"), to purchase the Bond and to pay therefor the sum of \$591,000, plus interest accrued to settlement, all in accordance with the terms and at the rates of interest hereinafter set forth, is hereby accepted.

2. Bond Terms; Original Issue Date; Denominations; Maturities; Interest and Redemption. The City shall forthwith issue the Bond, which shall be in fully registered form without interest coupons, shall be dated, mature, bear interest, be subject to redemption and be payable as provided in the form of the Bond.

3. Purpose. The Bond shall provide funds to finance the current refunding of the Refunded Bonds (the "Refunding"). It is hereby found, determined and declared that the Refunding is pursuant to Minnesota Statutes, Section 475.67, and shall result in a reduction of debt service cost to the City.

4. Bond Registrar. The Treasurer of the City of Howard Lake, Minnesota is appointed to act as bond registrar and transfer agent with respect to the Bond (the "Bond Registrar"), and shall do so unless and until a successor Bond Registrar is duly appointed, all pursuant to any contract the City and Bond Registrar shall execute which is consistent herewith. The Bond Registrar shall also serve as paying agent unless and until a successor-paying agent is duly appointed. Principal and interest on the Bond shall be paid to the registered owner (or record holder) of the Bond in the manner set forth in the form of Bond.

5. Form of Bond. The Bond, together with the Bond Registrar's Certificate of Registration, shall be in substantially the following form.

UNITED STATES OF AMERICA
STATE OF MINNESOTA
WRIGHT COUNTY
CITY OF HOWARD LAKE

R-1

\$591,000

GENERAL OBLIGATION TAX INCREMENT REFUNDING BOND, SERIES 2021A

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>
2.00%	February 1, 2040	March 19, 2021

REGISTERED OWNER: FIRST SECURITY BANK - HENDRICKS

PRINCIPAL AMOUNT: FIVE HUNDRED NINETY-ONE THOUSAND DOLLARS

THE CITY OF HOWARD LAKE, WRIGHT COUNTY, MINNESOTA (the "City"), acknowledges that it is indebted and, for value received, hereby promises to pay to the registered owner specified above, or assigns duly certified on the Certificate of Registration attached to and made a part of this Bond (the "Owner"), in the manner hereinafter set forth, the \$591,000 principal amount of this Bond in the principal installments due on February 1 of the years and in the amounts, respectively, as follows, with each such principal installment bearing interest until paid at the interest rate of 2.00% per annum.

<u>Principal Installments</u>		<u>Principal Installments</u>	
<u>Due February 1</u>	<u>Principal Amounts</u>	<u>Due February 1</u>	<u>Principal Amounts</u>
2022	\$28,000	2032	32,000
2023	25,000	2033	31,000
2024	28,000	2034	34,000
2025	28,000	2035	34,000
2026	29,000	2036	33,000
2027	29,000	2037	32,000
2028	29,000	2038	36,000
2029	31,000	2039	35,000
2030	31,000	2040	34,000
2031	32,000		

Interest and Payment Instructions. Interest shall be payable semiannually on February 1 and August 1 of each year, commencing August 1, 2021, and shall be calculated on the basis of a 360 day year consisting of twelve 30 day months. Interest and principal shall be paid by the Treasurer of the City of Howard Lake, Minnesota (the "Bond Registrar") by check, ACH debit, wire transfer or draft mailed to the Owner at the address listed on the Certificate of Registration attached to and made a part of this Bond. At the time of final payment of all principal of and interest on this Bond, the Owner shall surrender this Bond to the Bond Registrar.

Redemption. The Bond shall be subject to redemption and prepayment at the option of the City on February 1, 2028 and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in multiples of \$1,000, upon written notice to the Owner, at the redemption price equal to par plus accrued interest to date of prepayment. If redemption is in part, the City may select the specific principal installments hereof, or applicable portions thereof, to be prepaid.

Date of Payment Not a Business Day. If the nominal date for payment of any principal of or interest on this Bond shall not be a business day of the City or of the Owner, then the date for such payment shall be the next such business day and payment on such business day shall have the same force and effect as if made on the nominal date of payment.

Transfer. This Bond is transferable, as provided in the Resolution, upon the Register kept by the Registrar upon surrender of this Bond together with a written instrument of transfer duly executed by the Owner or the Owner's attorney duly authorized in writing, and thereupon a new, fully registered Bond in the same aggregate principal amount shall be issued to the transferee in exchange therefor (or the transfer shall be duly recorded on the Register and the Certificate of Registration hereof), upon the payment of charges and satisfaction of applicable conditions, if any, as therein prescribed; provided that such transfer may occur only with respect to the entire Bond and all of the remaining principal amount of the sole final maturity hereof. The Issuer may treat and consider the person in whose name this Bond is registered as the absolute Owner hereof for the purpose of receiving payment of or on account of the principal of and interest on this Bond (except for the payment of interest to the Owner as of a Record Date) and for all other purposes whatsoever.

Issuance; Purpose; General Obligation. This Bond is issued as a single instrument in the total principal amount of \$591,000, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota and pursuant to a resolution adopted by the City Council on February 16, 2021 (the "Resolution") for the purpose of providing funds for a current refunding of certain outstanding bonds of the Issuer. This Bond is payable out of the General Obligation Tax Increment Refunding Bond, Series 2021A Fund of the Issuer. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of its principal, premium, if any, and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

Fees upon Transfer or Loss. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and a lost Bond.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security unless the Certificate of Authentication hereon shall have been executed by the Registrar.

Qualified Tax-Exempt Obligation. This Bond has been designated by the Issuer as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Bond, have been done, have happened and have been performed, in regular and due form, time and manner as required by law; and that this Bond, together with all other debts of the Issuer outstanding on the date of original issue hereof and the date of its issuance and delivery to the original purchaser, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Howard Lake, Wright County, Minnesota, by its City Council has caused this Bond to be executed on its behalf by the facsimile or manual signatures of its Mayor and its Administrator-Clerk, the corporate seal of the City having been intentionally omitted as permitted by law.

Date of Registration:
March 19, 2021

CITY OF HOWARD LAKE,
MURRAY COUNTY, MINNESOTA

REGISTRABLE BY AND
PAYABLE AT:

Office of the Treasurer
City of Howard Lake, Minnesota

/s/
Pete Zimmerman - Mayor

/s/
Nick Haggemiller – City Administrator-Clerk

CERTIFICATE OF REGISTRATION

The transfer of ownership of the principal amount of the attached Bond may be made only by the registered owner or the registered owner's legal representative last noted below:

DATE OF REGISTRATION	REGISTERED OWNER	SIGNATURE OF BOND REGISTRAR

6. Execution. The Bond shall be in typewritten form , shall be executed on behalf of the City by the manual signatures or facsimile signatures of its Mayor and Clerk-Treasurer and be sealed with the seal of the City; provided, as permitted by law, both signatures may be photocopied facsimiles and the corporate seal has been omitted. In the event of disability or resignation or other absence of either officer, the Bond may be signed by the manual or facsimile signature of the officer who may act on behalf of the absent or disabled officer. In case either officer whose signature or facsimile of whose signature shall appear on the Bond shall cease to be such officer before the delivery of the Bond, the signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery.

7. Delivery; Application of Proceeds. The Bond when so prepared and executed shall be delivered by the Clerk-Treasurer to the Purchaser upon receipt of the purchase price, and the Purchaser shall not be obliged to see to the proper application thereof.

8. Fund and Accounts. There is hereby created a special fund designated the "General Obligation Tax Increment Refunding Bond, Series 2021A Fund" (the "Fund") to be administered and maintained by the Treasurer as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The Fund shall be maintained in the manner herein specified until the Bond and the interest thereon have been fully paid. In such records there shall be established accounts of the Fund for the purposes and in the amounts as follows:

(a) Payment Account. The proceeds of the Bond shall be deposited in the Payment Account. On or prior to the Call Date, the Treasurer shall transfer \$_____ of Bond proceeds from the Payment Account to the paying agent for the Prior Bonds. The sums are sufficient, together with other funds on deposit in debt service account for the Refunded Bonds, to pay the principal and interest due on the Refunded Bonds on the Call Date. Any monies remaining in the Payment Account after payment of all costs of issuance and payment of the Refunded Bonds shall be transferred to the Debt Service Account.

(b) Debt Service Account. To the Debt Service Account there shall be credited: (i) Tax Increment pledged to the payment of the Bond pursuant to this Resolution; (ii) any payments received by the Authority pursuant to the Development Agreement by the Lodge of Howard Lake, LLC; (iii) all collections of all taxes herein and hereafter levied for the payment of the Bond and interest on the Bond; (iv) any balance remaining after the Call Date in the Prior Bonds Debt Service Account created by the Prior Resolution; (v) any surplus Bond proceeds, if any, remaining after the deposit to the Payment Account; (vi) all investment earnings on funds in the Debt Service Account; and (vii) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Debt Service Account. The amount of any surplus remaining in the Debt Service Account when the Bond is paid shall be used consistent with Minnesota Statutes, Section 475.61, Subdivision 4.

No portion of the proceeds of the Bond shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (1) for a reasonable temporary period until such proceeds are

needed for the purpose for which the Bond was issued and (2) in addition to the above in an amount not greater than the lesser of five percent of the proceeds of the Bond or \$100,000. To this effect, any proceeds of the Bond and any sums from time to time held in the Debt Service Account (or any other City account which will be used to pay principal or interest to become due on the Bond), in excess of amounts which under then applicable federal arbitrage regulations may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by the arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. Money in the Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bond to be "federally guaranteed" within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

9. Pledge of Tax Increment and Developer Payments. There is hereby pledged to the Debt Service Fund on a semi-annual basis tax increment (the "Tax Increment") that is received by the City from the Authority from Tax Increment Financing District No. 2-16 in an amount to pay debt service on the Bond on each debt service payment date. There is also pledged to the Debt Service Fund on a semi-annual basis payments received by the City from the Authority which are made by the Developer under the Development Agreement referenced in Section 4.3. If any payment of principal or interest on the Bond becomes due when there is not sufficient money in the Debt Service Fund to pay the same, the Administrator-Clerk is direct to pay such principal or interest from the general fund of the City.

10. General Obligation Pledge. For the prompt and full payment of the principal and interest on the Bond, as the same respectively become due, the full faith, credit and taxing powers of the City shall be and are hereby irrevocably pledged. If the balance in the Payment Account or the Debt Service Account is ever insufficient to pay all principal and interest then due on the Bond and any other bonds payable therefrom, the deficiency shall be promptly paid out of any other funds of the City which are available for such purpose, and such other funds may be reimbursed with or without interest from the Payment Account or the Debt Service Account when a sufficient balance is available therein.

11. Defeasance. When the Bond has been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution to the registered holder of the Bond shall, to the extent permitted by law, cease. The City may discharge its obligations with respect to the Bond which is due on any date by irrevocably depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or if the Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The City may also discharge its obligations with respect to the prepayable Bond called for redemption on any date when they are prepayable according to their terms, by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full, provided that notice of redemption thereof has been duly given. The City may also at any time discharge its obligation with respect to the Bond, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a suitable banking institution qualified by law as an escrow agent for this purpose, cash or securities described in Minnesota Statutes, Section

475.67, Subdivision 8, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without regard to sale and/or reinvestment, to pay all amounts to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

12. Prior Bonds; Security and Prepayment. Until retirement of the Prior Bonds, all provisions for the security thereof shall be observed by the City and all of its officers and agents. The Refunded Bonds shall be redeemed and prepaid on the Call Date in accordance with the terms and conditions set forth in the Notice of Call for Redemption attached hereto as Exhibit A, which terms and conditions are hereby approved and incorporated herein by reference.

13. Supplemental Resolution. The Prior Resolution authorizing the issuance of the Prior Bonds is hereby supplemented to the extent necessary to give effect to the provisions hereof.

14. Certificate of Registration. The Administrator-Clerk is hereby directed to file a certified copy of this resolution with the County Auditor of Wright County, Minnesota, together with such other information as the County Auditor shall require, and to obtain the County Auditor's certificate that the Bond has been entered in the County Auditor's Bond Register.

15. Records and Certificates. The officers of the City are hereby authorized and directed to prepare and furnish to the Purchaser, and to the attorneys approving the legality of the issuance of the Bond, certified copies of all proceedings and records of the City relating to the Bond and to the financial condition and affairs of the City, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Bond as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

16. Negative Covenant as to Use of Bond Proceeds and Project. The City hereby covenants not to use the proceeds of the Bond or to use the improvements financed by the Prior Bonds (the "Project"), or to cause or permit them to be used, or to enter into any deferred payment arrangements for the cost of the Project, in such a manner as to cause the Bond to be a "private activity bond" (other than qualified 501(c)(3) bonds) within the meaning of Sections 103 and 141 through 150 of the Code.

17. Tax Covenants. In order to ensure that the interest on the Bond shall at all times be excluded from federal gross income, the City specifically represents, warrants and covenants with the holder of the Bond, as follows:

(a) It will fulfill all conditions specified in Sections 103 and 141 through 150 of the Code and applicable Treasury Regulations as necessary to maintain the tax exempt status of the interest borne by the Bond.

(b) All of the property refinanced or otherwise provided by the net proceeds of the Bond will be owned by the Developer and used by the general public or organizations described in Section 501(c)(3) of the Code.

(c) Less than five percent of the net proceeds of the Bond will be used to refinance property used either (i) by an organization described in Section 501(c)(3) of the Code in an activity that constitutes an unrelated trade or business, or (ii) in a trade or business by a person other than an organization described in Section 501(c)(3) of the Code or a governmental unit (within the meaning of Section 141 of the Code).

(d) The Developer shall make no use of the Project, including but not limited to entering into any agreement for the management of the Project or any similar agreement, the effect of which would cause the Bond not to constitute a "qualified 501(c)(3) bond," within the meaning of Section 145 and related Sections of the Code, and any service contract to be entered into with respect to the Project (unless entered into with an organization described in Section 501(c)(3) of the Code) shall constitute a "qualified management agreement" within the meaning of all pertinent provisions of law, including all relevant provisions of the Code and regulations, rulings and revenue procedures thereunder, including Revenue Procedure 97-13.

(e) Not more than two percent of the proceeds of the Bond will be applied to the payment of costs of issuance of the Bond and all costs of issuance in excess of that amount will be paid by the City from funds other than proceeds of the Bond.

(f) The Developer has not leased, sold, assigned, granted or conveyed and will not lease, sell, assign, grant or convey all or any portion of the facilities refinanced by the Bond or any interest therein to the United States or any agency or instrumentality thereof within the meaning of Section 149(b) of the Code.

(g) No portion of the proceeds of the Bond will be used to provide any of the following facilities or facilities related or incidental thereto: any airplane, skybox or other private luxury box, facility used primarily for gambling, or store the principal business of which is the sale of alcoholic beverages for consumption off premises.

(h) As of the date hereof, the Developer is the only "principal user" of the facilities refinanced by the Bond and the City will not permit any person to become a "principal user" of those facilities if such action would cause the interest on the Bond to become includable in federal gross income in the hands of the holders thereof.

(i) The average maturity of the Bond does not exceed one hundred twenty percent of the average reasonably expected economic life of the facilities refinanced by the Bond as determined in accordance with Section 147(b) of the Code.

(j) No obligations have been or will be issued which are described in Section 141, 142, 143, 144 or 145 of the Code and that are sold at substantially the same time as the Bond, pursuant to a common plan of marketing or otherwise have any common or pooled security for the payment of debt service thereon with the Bond.

(k) The Developer will not use the proceeds of the Bond in such a manner as to cause the Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code and applicable Treasury Regulations.

(l) The Developer will comply with and fulfill all other requirements and conditions of the Code and Treasury Regulations and rulings issued pursuant thereto relating to the acquisition, construction and operation of the facilities refinanced by the Bond to the end that interest on the Bond shall at all times be excludable from federal gross income.

(m) The City will not use the proceeds of the Bond in such a manner as to cause the Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code and applicable Treasury Regulations; and to this end, the City shall pay to the United States, as a rebate, an amount equal to the sum of (i) the excess of (I) the aggregate amount earned on all nonpurpose obligations (other than investments attributable to an excess described in this clause), over (II) the amount which would have been earned if all nonpurpose obligations were invested at a rate equal to the yield on the Bond plus (ii) any income attributable to the excess described in clause (i), at the times and in the amounts required by Section 148 of the Code, all within the meaning of Section 148 of the Code. The City shall maintain records of the interest rate borne by the Bond and the investments of the Debt Service Account and earnings thereon in adequate detail to enable the City to calculate the amount of any rebate required to be made to the United States. The City shall pay the rebate to the United States at times and in installments which satisfy Section 148 of the Code and the regulations, at least once every five years and within sixty days after the day on which the last of the Bond is redeemed. Calculations of the amount to be rebated shall be made at least every five years, by bond counsel or an independent accountant selected by the City. Such calculations shall be retained until six years after the retirement of the Bond. The rebate shall be calculated as provided in the applicable Treasury Regulations, including taking into account the gain or loss on the disposition of nonpurpose investments.

18. Tax-Exempt Status of the Bond; Rebate. The City shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Bond, including without limitation (i) requirements relating to temporary periods for investments, (ii) limitations on amounts invested at a yield greater than the yield on the Bond, and (iii) the rebate of excess investment earnings to the United States if the Bond (together with other obligations reasonably expected to be issued and outstanding at one time in this calendar year) exceed the small issuer exception amount of \$5,000,000.

For purposes of qualifying for the exception to the federal arbitrage rebate requirements for governmental units issuing \$5,000,000 or less of bonds, the City hereby finds, determines and declares that:

- (a) the Bond is issued by a governmental unit with general taxing powers;
- (b) no Bond is a private activity bond;
- (c) ninety-five percent or more of the net proceeds of the Bond are to be used for local governmental activities of the City (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the City); and
- (d) the aggregate face amount of all tax exempt bonds (other than private activity bonds) issued by the City (and all subordinate entities thereof, and all entities treated as one

issuer with the City) during the calendar year in which the Bond is issued and outstanding at one time is not reasonably expected to exceed \$5,000,000, all within the meaning of Section 148(f)(4)(D) of the Code.

Furthermore:

(e) with respect to the Bond there shall not be taken into account for purposes of said \$5,000,000 limit any bond issued to refund (other than to advance refund) any bond to the extent the amount of the refunding bond does not exceed the outstanding amount of the Refunded Bonds;

(f) the aggregate face amount of the Bond does not exceed \$5,000,000;

(g) each of the Refunded Bonds were issued as part of an issue which was treated as meeting the rebate requirements by reason of the exception for governmental units issuing \$5,000,000 or less of bonds;

(h) the average maturity of the Bond does not exceed the average maturity of the Refunded Bonds; and

(i) no part of the Bond has a maturity date which is later than the date which is thirty years after the date the Refunded Bonds were issued.

19. Designation of Qualified Tax-Exempt Obligations. In order to qualify the Bond as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code, the City hereby makes the following factual statements and representations:

(a) the Bond is issued after August 7, 1986;

(b) the Bond is not a "private activity bond" as defined in Section 141 of the Code;

(c) the City hereby designates the Bond as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code;

(d) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the City (and all entities treated as one issuer with the City, and all subordinate entities whose obligations are treated as issued by the City) during this calendar year 2021 will not exceed \$10,000,000;

(e) not more than \$10,000,000 of obligations issued by the City during this calendar year 2021 have been designated for purposes of Section 265(b)(3) of the Code; and

(f) the aggregate face amount of the Bond does not exceed \$10,000,000.

Furthermore:

(g) each of the Refunded Bonds was designated as a "qualified tax exempt obligation" for purposes of Section 265(b)(3) of the Code;

(h) the aggregate face amount of the Bond does not exceed \$10,000,000;

(i) the average maturity of the Bond does not exceed the remaining average maturity of the Refunded Bonds;

(j) no part of the Bond has a maturity date which is later than the date which is thirty years after the date the Refunded Bonds were issued; and

(k) the Bond is issued to refund, and not to "advance refund" the Prior Bonds within the meaning of Section 149(d)(5) of the Code, and shall not be taken into account under the \$10,000,000 issuance limit to the extent the Bond does not exceed the outstanding amount of the Prior Bonds.

The City shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designation made by this paragraph.

20. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

21. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and, after a full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA
COUNTY OF WRIGHT
CITY OF HOWARD LAKE

I, the undersigned, being the duly qualified Administrator-Clerk of the City of Howard Lake, Minnesota, do hereby certify that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council, duly called and held on the date therein indicated, insofar as such minutes relate to authorize the issuance and awarding the sale of \$591,000 General Obligation Tax Increment Refunding Bond, Series 2021A.

WITNESS my hand on February 16, 2021.

Nick Haggemiller – City Administrator-Clerk

EXHIBIT A

NOTICE OF CALL FOR REDEMPTION
GENERAL OBLIGATION TAX INCREMENT BONDS, SERIES 2013A
CITY OF HOWARD LAKE, WRIGHT COUNTY, MINNESOTA

NOTICE IS HEREBY GIVEN that by order of the City Council of the City of Howard Lake, Wright County, Minnesota, there have been called for redemption and prepayment on

March 19, 2021

those outstanding bonds of the City designated as General Obligation Tax Increment Bonds, Series 2013A, dated as of October 1, 2013, having stated maturity dates or subject to mandatory redemption in the years 2022 through 2040, inclusive, and totaling \$575,000 in principal in principal amount and having CUSIP numbers listed below:

<u>Year</u>	<u>Amount</u>	<u>CUSIP*</u>
2025	\$90,000	442700 LF5
2029	105,000	442700 LG3
2033	120,000	442700 LH1
2037	140,000	442700 LJ7
2040	120,000	442700 LK4

The bonds are being called at a price of par plus accrued interest to March 19, 2021, on which date all interest on the bonds will cease to accrue. Holders of the bonds hereby called for redemption are requested to present their bonds for payment at the office of U.S. Bank National Association, Global Corporate Trust Services, 60 Livingstone Avenue, St. Paul, MN 55107.

Dated: February 16, 2021

BY ORDER OF THE CITY COUNCIL

/s/ Nick Haggenmiller, Administrator-Clerk

*The City shall not be responsible for the selection of or use of the CUSIP numbers, nor is any representation made as to their correctness indicated in the notice. They are included solely for the convenience of the holders.

STATE OF MINNESOTA

COUNTY AUDITOR'S CERTIFICATE

COUNTY OF WRIGHT

AS TO REGISTRATION

I, the undersigned, being the duly qualified and acting County Auditor of Wright County, Minnesota, do hereby certify that on the date hereof, there was filed in my office a certified copy of a resolution adopted on February 16, 2021 by the City Council of the City of Howard Lake, Minnesota, authorizing the issuance of \$591,000 General Obligation Tax Increment Refunding Bond, Series 2021A (the "Bond"), and the Bond has been entered in my Bond Register.

WITNESS my hand and the seal of the County Auditor on _____, 2021.

County Auditor

(SEAL)



HOWARD LAKE CITY COUNCIL MEETING

February 16, 2021

AGENDA ITEM: Wellhead Protection Plan Professional Services Proposal

SECTION: New Business

FROM: Meagan Theisen, Assistant City Administrator

BACKGROUND: The City of Howard Lake has completed a Hydrogeological Assessment of the Drinking Water Source and Wells for the City of Howard Lake in cooperation with the Minnesota Department of Health. The professional services provided by Bolton & Menk are included in the attached proposal from Bolton & Menk.

Bolton & Menk has previous experience with WHP projects and based on that they are proposing a lump sum contract not to exceed \$14,000. This fee includes vehicle and personal expenses, mileage, telephone and routine expendable supplies.

FINANCIAL: Bolton and Menk to bill monthly no a percent work completed basis up to \$14,000.

LEGAL: The Minnesota Department of Health requires all municipalities to adopt a Wellhead Protection Plan.

COUNCIL ACTION REQUESTED: Approve the proposal for professional services provided by Bolton & Menk

ATTACHMENTS: Bolton & Menk Wellhead Protection Professional Services Proposal



**BOLTON
& MENK**

Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

Ph: (320) 231-3956
Fax: (320) 231-9710
Bolton-Menk.com

January 18, 2021

Mr. Nick Haggenmiller
City Administrator
PO Box 736
Howard Lake, MN 55349

RE: Part 2: Wellhead Protection Plan (WHP)
Professional Services

Dear Mr. Haggenmiller:

Bolton & Menk, Inc. presents a letter of understanding for professional design services for the Wellhead Protection Plan, Part 2 project. This letter will define our scope of work, schedule, and cost for services related to the completion of this report.

PROJECT UNDERSTANDING

The City of Howard Lake has completed a Hydrogeologic Assessment of the Drinking Water Source and Wells for the City of Howard Lake (WHP, part 1) in cooperation with the Minnesota Department of Health (MDH). This included delineations of the wellhead protection area and drinking water supply management area with vulnerability assessments for the wells and drinking water supply management area.

This project includes developing the City of Howard Lake's "plan of action to manage potential contaminant sources" as specified by the MDH Second Scoping Decision Notice sent to the City for the drinking water surface management area (DWSMA) derived in the WHP Part 1. Howard Lake must have a final 'plan of action' (WHP, part 2) draft submitted to MDH by May 15, 2023. The 'plan of action' shall comply with MN Rules Parts 4720.5100 to 4720.5590.

SCOPE OF WORK

Well Head Protection Plan – Part 2

Bolton & Menk will complete the following tasks for preparation of the WHP Part 2 document:

- Kick off Meeting - BMI will facilitate a kick-off meeting with City staff to confirm the scope of work, review project expectations, schedule, and establish open lines of communication.
- Act as liaison with local or state agencies as may be needed from time to time.
- Attend and participate in a Scoping 2 meeting held by the MDH

- Complete a report of the “Part 2 Wellhead Protection Plan” for the City of Howard Lake. The management portion of the plan will include the following responsibilities:
 - Gathering and assessing data elements as per the MDH’s Second Scoping Decision Notice for a low vulnerable geologic setting.
 - Development of a potential contaminant source inventory (PCSI) for the DWSMA and PCSI data and map that meets MDH requirements.
 - Identification of the impact of changes to land and water resources in the DWSMA
 - Identification of issues, problems, and opportunities relevant to the DWSMA
 - Creating an evaluation strategy to determine the effectiveness of the action plan’s protection measures
- Incorporate into the WHP plan the DNR-approved Howard Lake Water Supply Plan to utilize when an alternative water supply is needed.
- Complete and assemble a draft WHP Part 2 plan.
- Facilitate submittal and local reviews of the draft plan to LGU’s and MDH.
- Consider and incorporate comments into the final WHP.
- Assist City in conducting a public hearing on the draft plan.
- Submittal of final draft to the Minnesota Department of Health.
- Provide documents for notice to LGU’s about plan approval.

SCHEDULE

Bolton & Menk, Inc. proposed schedule for completing the major tasks outlined within this proposal will be completed per the approved MDH work plan as attached to this proposal. A summary of major milestones is as follows:

1. Gather and assess PCSI..... December 1, 2021
2. Preliminary Report Completion.....June 1, 2022
3. MDH and MRWA Approval..... February 1, 2023
4. Finalize Plan.....May 15, 2023

This schedule will be adjusted as progress of tasks and approvals drive the completion of subsequent project tasks. The owner will be made aware of any deviations to this schedule that effect or jeopardize the intent of the project or change the scope of this proposal.

COST

Bolton & Menk, Inc. understands the importance of delivering a project as effectively, efficiently, and within budget to provide value and savings to our clients. Based on our experience working with the City of Howard Lake, and with similar projects, we are confident in the level of effort required to deliver a successful project.

We propose a lump sum contract considering our previous experience with these projects and the sub consultant resources utilized for this project. We bill monthly on a percent work completed basis on this project up to a total fee of \$14,000. This fee includes vehicle and personal

expenses, mileage, telephone, and routine expendable supplies; and no separate charges will be made for these activities and materials.

Thank you for your continued partnership and considering Bolton & Menk, Inc., for all your City needs. Please feel free to contact me if you have any questions or require any additional information at 320-231-3956.

Sincerely,
Bolton & Menk, Inc.

A handwritten signature in blue ink, appearing to read 'J. Halvorson', is written over the company name.

Joshua J. Halvorson, P.E.
City Engineer

Cc: Meagan Donahue, Assistant City Administrator

Attachments:
WHP Work Plan Schedule

HOWARD LAKE--WELLHEAD PROTECTION (WHP) PLAN WORK PLAN

STEP	PROJECTED COMPLETION DATE (MONTH/YEAR)
PART I	
*Letter From MDH Initiating Plan Development	
Send Notice of Plan Development to Local Units of Government (LUGs)	November 2020
Appoint WHP Manager	October 15, 2020
Appoint WHP Team	October 15, 2020
Scoping 1 Meeting Held (MDH led)	November 30, 2020
*MDH Scoping 1 Decision (Letter)	November 6, 2020
Prepare Aquifer Test Plan and Submit to MDH	June 2020
*MDH Approval of Aquifer Test Plan	July 29, 2020
Delineate Wellhead Protection Area (WHPA)	November 2020
Delineate Drinking Water Supply Management Area (DWSMA)	January 2021
Conduct Vulnerability Assessment	March 2021
Submit Part I Plan: WHPA, DWSMA, and Vulnerability Assessment to MDH	April 2021
*MDH Approval of WHPA, DWSMA, and Vulnerability Assessment	April 2021
Submit Part I Plan: WHPA, DWSMA, and Vulnerability Assessment to LUGs	May 2021
Hold Public Informational/LUGs Meeting	June 2021
PART II	
Scoping 2 Meeting Held (MDH led)	November 30, 2020
*MDH Scoping 2 Decision (Letter)	August 2021
Inventory Potential Contaminant Sources (PCSI)	September – December 2021
Prepare Management Portion of Plan ¹ (Part II Plan)	January – March 2022
Submit Draft Part II Plan and PCSI Data to MDH/MRWA for Review	April 2022
PCSI Endorsement by MDH	January 2022
Submit Draft Part II Plan to LUGs	June 2022
Consider Comments Received by LUGs ²	August 2022
Hold Public Hearing	September 2022
Submit Final Part II Plan to MDH	November 15, 2022
*MDH Review	January 2023
*MDH Approval	February 2023
Provide Notice to LUGs About Plan Approval	February 2023
Begin Plan Implementation	March 2023

¹ Prepare response to impact of changes on PWS well; issues, problems and opportunities; WHP goals; objectives and plan of action; evaluation program; alternate water supply; contingency strategy.

² Incorporate response to comments in plan.

* These steps are completed by MDH.

Highlighted text denotes deliverables, milestones, and submittal dates for the PWS.

Name of Person Completing This Form Meagan Theisen	Date 11/20/2020
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HOWARD LAKE CITY COUNCIL MEETING

FEBRUARY 16, 2021

AGENDA ITEM: Consider Contract Modification for Engineering Services Related to Central Park Phase 1.

SECTION: New Business

FROM: Nick Haggemiller, City Administrator
Josh Halvorson, City Engineer

BACKGROUND:

In 2020, the City entered into an agreement which detailed the scope of services and related fees for Phase 1 of the Central Park project. City Engineer Halvorson further details original terms and deviations in his attached memo. That said, the two biggest deviations came after the realization that the proposed splash pad would require bricks and mortar bathrooms and doing so, placing a proposed library with exterior bathroom facilities would be the most cost-effective solution for both capital projects. Doing so, required additional design and materials not originally scoped in the proposal.

DECISION MAKING METRICS:

FINANCIAL: BMI is requesting an additional \$12,900 in fees to close out Phase 1 Central Park Project.

LEGAL: The City Engineer is appointed annually using the professional services provision. We are able to work under a time and materials arrangement. In the specific case of Central Park, multiple engineering and project administration proposals were sought. Therefore, there is an existing agreement detailing scope and not to exceed amount. This modifies said agreement.

STRATEGIC PLAN: Maintain fiscally-responsible City management & operations

COUNCIL ACTION REQUESTED: Approve Contract Modification for Engineering Services Related to Central Park Phase 1.

ATTACHMENTS:

- Reference memo under New Business J.D. "Phase 2 Splash Pad Development"



Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

Ph: (320) 231-3956
Fax: (320) 231-9710
Bolton-Menk.com

MEMORANDUM

Date: February 11, 2021
To: Nick Haggenmiller - City Administrator
From: Joshua Halvorson, P.E. - City Engineer
Subject: Central Park Project – Agreement Amendment
City of Howard Lake
BMI Project No.: W14.119617

This memo is to clarify Bolton & Menk's current agreement with the City of Howard Lake for the Central Park improvements and relay the agreed amendment imposed. This clarification is needed for Phase 1 completion and will impose the conditions of agreement on engineering as we embark Phase 2.

Phase 1

Phase 1 improvements underwent changes to the agreed design and proposed construction due to the collaborative planning efforts of the City with Bolton & Menk. Changes were imposed for timely completion of certain park elements, overall functionality of the park, future library, and at the Council's discretion.

The contract adjustment for phase 1 comes from the scope of work that changed. This is largely due to the additional design/construction to remove half of the existing parking lot and adding the new parking lot just south of the existing playground. In addition, additional grading for the amphitheater and splashpad for phase 2 were completed with phase 1 work.

The current engineering agreement has a cost of \$31,400 for professional services based on a proposed scope of work for construction improvements at \$175,900. This equates to 18% engineering fees for such improvement costs. The incorporation of all changes resulted in additional engineering related to an actual construction contract for improvements of \$246,142. Correspondingly, we agree to amend the current engineering fees by 18% of the total improvements to \$44,300 or an increase of \$12,900 to the current agreement.

Phase 2

Bolton & Menk agrees to amend our current agreement and expediently move forward with engineering services related to the design and construction of Phase 2 – Splash Pad for the Central Park improvements project. Our scope of services is as detailed in our current agreement and are as summarized:

1. Topographic Survey
2. Design Engineering
3. Construction Documents
4. Bidding
5. Construction Services

Name: Central Park Project
Date: 02-01-21

The City agrees to compensate for such engineering fees based on 18% of the preliminary construction cost estimate for the construction of the splash pad. The preliminary construction cost estimate is attached and is equal to \$261,500. Therefore, engineering fees are calculated to be \$47,070 and is the adjustment to the current agreement.

Name: Central Park Project
Date: 02-01-21

The schedule for the completion of Phase 2 is anticipated as follows:

1. February 16, 2021 – Council authorize preparation of plans & specs and seek bids (2 week bid)
2. March 16, 2021 – Council Awards Project
3. April 1, 2021 – Notice to Proceed to Contractor
4. June 1, 2021 – Start Construction (8 weeks for delivery of products)
5. July 15, 2021 – Substantial Completion (operable splash pad, for intended use)
6. August 15, 2021 – Final Completion (finalize construction contract)

This schedule will be implemented into contract documents and will be adjusted accordingly for unforeseen circumstances.

In summary, Bolton & Menk and the City are in agreement to amend the current agreement for additional engineering fees due to the changes of Phase 1 and to complete engineering services for phase 2 for a total agreed amount of \$59,970.

I appreciate the understanding of these changes and our continued cooperative efforts in the successful completion of these improvements. Please let me know if there are any questions related to this memo.

Attachment: Construction Cost Estimate



HOWARD LAKE CITY COUNCIL MEETING

FEBRUARY 16, 2021

AGENDA ITEM: Consider Authorizing the Creation of Plans & Specs and Advertisement of Quotes for Central Park Phase 2: Splash Pad Development.

SECTION: New Business

FROM: Nick Haggenmiller, City Administrator
Josh Halvorson, City Engineer

BACKGROUND: The full buildout of Central Park includes a splash pad as a key feature. After considerable debate and discussion on timing of development, supporting amenities required such as bathrooms, we believe we are ready to advance the project to the final design, bid let and construction phases. Staff has worked closely with the City Engineer to establish an aggressive, but hopefully realistic schedule which would present a 2021 construction completion. Ideally mid-summer substantial completion date is identified in order to begin functional use of the amenity.

Design

The size and amenities were determined largely by the Parks and Planning Commission and include:

- 1 large element
- 2 small elements
- 7 water jets

Schedule

- February 16, 2021 – Council authorize preparation of plans & specs and seek bids (2 week bid)
- March 16, 2021 – Council Awards Project
- April 1, 2021 – Notice to Proceed to Contractor
- June 1, 2021 – Start Construction (8 weeks for delivery of products)
- July 15, 2021 – Substantial Completion (operable splash pad, for intended use)
- August 15, 2021 – Final Completion (finalize construction contract)

DECISION MAKING METRICS:

FINANCIAL: See attachment

LEGAL: Due to the anticipated size of this project, quotes are necessary NOT sealed bids.

STRATEGIC PLAN: Deliver high quality services and amenities

COUNCIL ACTION REQUESTED:

ATTACHMENTS:

1. Memo Josh Halvorson – Contract Changes & Timeline for Splash Pad Development
2. Plans to Date for Splash Pad



**BOLTON
& MENK**

Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

Ph: (320) 231-3956
Fax: (320) 231-9710
Bolton-Menk.com

MEMORANDUM

Date: February 14, 2020
To: Nick Haggemiller - City Administrator
From: Joshua Halvorson, P.E. - City Engineer
Subject: Central Park Project
City of Howard Lake
BMI Project No.: W14.119617

Our Project Team has reviewed your notes and recommendations following the February Parks and Planning Commission Meeting. In order to accommodate the necessary design to include a splash pad for construction in 2020, I would like to see approved before council:

1. BMI Contract Amendment for not to exceed amount from \$31,500 to \$76,500.
2. Schedule:
 - a. Approve Plan & Specs Authorize Bids: April 21, 2020 Council
 - b. Award Contract: May 19, 2020 council
 - c. Start Construction by June 15, 2020
 - d. Substantial Completion August 15, 2020 (ready for use)
 - e. Final Completion October 1, 2020

BMI will meet with city officials/council/commission members to ensure the proposed splash pad amenities match your expectations while staying within your overall budget for construction and soft costs.

We are estimating a 2 month construction window. So, yes, I think we will get some use out of it considering a nice labor day and month of September. Let me know if you have additional questions. I apologize this is short and my inability to be present formally or answer questions.

Phase 1	Engineers Estimate		Actual	
		Amount		Amount
	Construction	\$175,900	Construction	\$246,142
	LEAF	\$31,400	LEAF	\$44,300
	TOTAL	\$207,300	TOTAL	\$290,442
	Difference Over(Under)			\$83,142

<--

Phase 2	Engineers Estimate	
		Amount
	Construction	\$261,650
	LEAF	\$47,050
	TOTAL	\$308,700

<--

COMPLETE	Phase 1 All In	\$290,442
	Phase 2 All In	\$308,700
	TOTAL	\$599,142

FUND	AMOUNT
New Park Fund	\$332,000
CIP Parks	\$190,000
Liquor**	\$85,000
TOTAL	\$607,000

** Unaudited net profit of liquor in 2020

ENGINEER'S ESTIMATE

CENTRAL PARK DEVELOPMENT - PHASE 2 - SPLASH PAD

CITY OF HOWARD LAKE, MINNESOTA

BMI PROJECT NO.: W14.119617

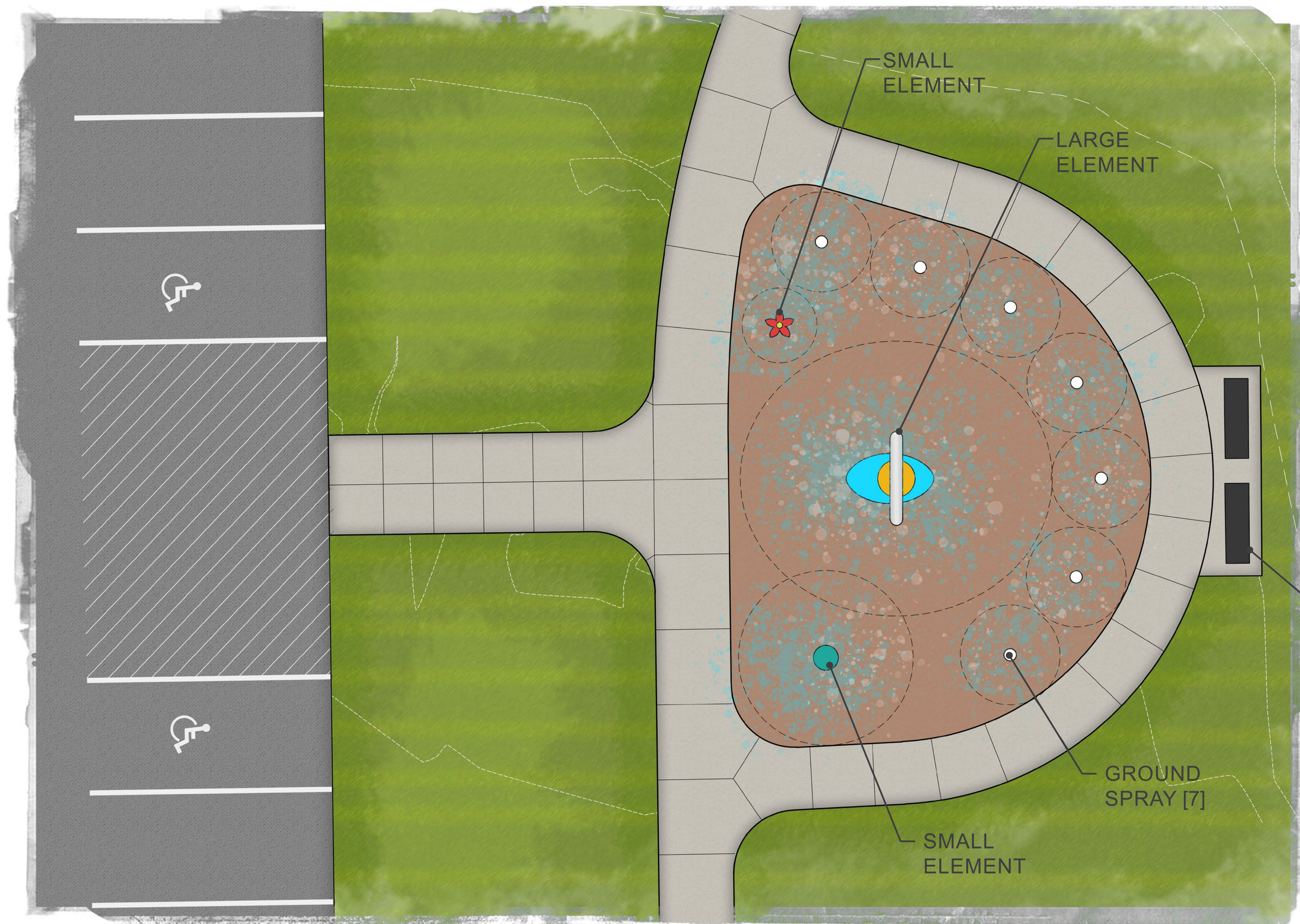
1/28/2021

ITEM NO.	ITEM	NOTES	QTY	UNIT	UNIT PRICE	TOTAL
1	MOBILIZATION, CONSTRUCTION ADMINISTRATION, & STAKING		1	LUMP SUM	\$12,000.00	\$12,000.00
2	TRAFFIC CONTROL		1	LUMP SUM	\$1,500.00	\$1,500.00
3	REMOVE CONCRETE (WALK & DRIVEWAY)		10	SQ YD	\$20.00	\$200.00
4	REMOVE CONCRETE CURB & GUTTER		15	LIN FT	\$20.00	\$300.00
5	REMOVE BITUMINOUS PAVEMENT		70	SQ YD	\$10.00	\$700.00
6	COMMON EXCAVATION (P)		50	CU YD	\$35.00	\$1,750.00
7	SELECT GRANULAR BORROW (CV)		50	CU YD	\$28.00	\$1,400.00
8	CONCRETE CURB & GUTTER DESIGN B618		15	LIN FT	\$34.00	\$510.00
9	BITUMINOUS STREET PATCH		70	SQ YD	\$90.00	\$6,300.00
10	4" CONCRETE WALK		600	SQ FT	\$7.50	\$4,500.00
11	SALVAGE & REINSTALL CASTING		2	EACH	\$300.00	\$600.00
12	ADJUST CASTING		2	EACH	\$225.00	\$450.00
13	CONSTRUCTION ENTRANCE		1	EACH	\$2,400.00	\$2,400.00
14	INLET PROTECTION		6	EACH	\$240.00	\$1,440.00
15	COMMON TOPSOIL BORROW (LV)		40	CU YD	\$38.00	\$1,520.00
16	TURF RESTORATION (FERTILIZER, SEED, HYDROMULCH)		500	SQ YD	\$3.50	\$1,750.00
17	6" REINFORCED CONCRETE SPLASH PAD		1240	SQ FT	\$8.50	\$10,540.00
18	SIMPLEX GRINDER MANHOLE		1	EACH	\$8,900.00	\$8,900.00
19	SANITARY SEWER AIR GAP		1	EACH	\$2,200.00	\$2,200.00
20	1 1/4" SANITARY FORCEMAIN		5	LIN FT	\$110.00	\$550.00
21	6" PVC SANITARY SERVICE PIPE	(1)	150	LIN FT	\$38.00	\$5,700.00
22	SANITARY SEWER SERVICE SADDLE		1	EACH	\$600.00	\$600.00
23	1" WATER SERVICE PIPE		135	LIN FT	\$40.00	\$5,400.00
24	2" WATER SERVICE PIPE		120	LIN FT	\$45.00	\$5,400.00
25	2" CORP STOP AND SADDLE		1	EACH	\$485.00	\$485.00
26	2" CURB STOP AND BOX		1	EACH	\$535.00	\$535.00
27	1" YARD HYDRANT		1	EACH	\$780.00	\$780.00
28	DRINKING FOUNTAIN		1	EACH	\$1,800.00	\$1,800.00
29	4" SUBSURFACE DRAINTILE		120	LIN FT	\$12.00	\$1,440.00
30	SPLASH PAD PLAY ELEMENTS, RECIRCULATION ELEMENTS, AND TANKS	(2)	1	LUMP SUM	\$180,000.00	\$180,000.00

BASE TOTAL: \$261,650.00

NOTES:

- (1) SDR 26
- (2) ALL LABOR, WORK, AND MATERIALS FOR THE COMPLETE INSTALLATION OF THE SPLASH PAD PLAY ELELMENTS, WATER QUALITY MANAGEMENT SYSTEM (WQMS; RECIRCULATION ELEMENTS), WATER CONTAINMENT SYSTEM (WCS; TANKS), PIPING, AND CONNECTIONS SHALL BE PAID FOR AS A LUMP SUM.



CENTRAL PARK IMPROVEMENTS

SPLASH PAD LAYOUT



CITY OF HOWARD LAKE

CONSTRUCTION PLANS FOR

CENTRAL PARK DEVELOPMENT - PHASE 1

SPLASH PAD, GRADING, SIDEWALK, PARKING LOT, ELECTRICAL, TURF ESTABLISHMENT, LANDSCAPING

APRIL, 2020

RESOURCE LIST

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Howard Lake, MN 55349
Phone: 320-543-3670

City Administrator:
Nick Haggenmiller

Mayor:
Pete Zimmerman

Public Works Director:
Tom Goeptfert

City Council Members:
Gene Gilbert
Tom Kutz
Al Munson
Jason Deiter

City Engineer:
(Consultant)
Joshua Halvorson P.E.
Bolton & Menk, Inc.
2040 Highway 12 East
Willmar, MN 56201-5818
Phone: 320-231-3956
Fax: 320-231-9710

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emily.suppes@CenterPointEnergy.com

Xcel Energy
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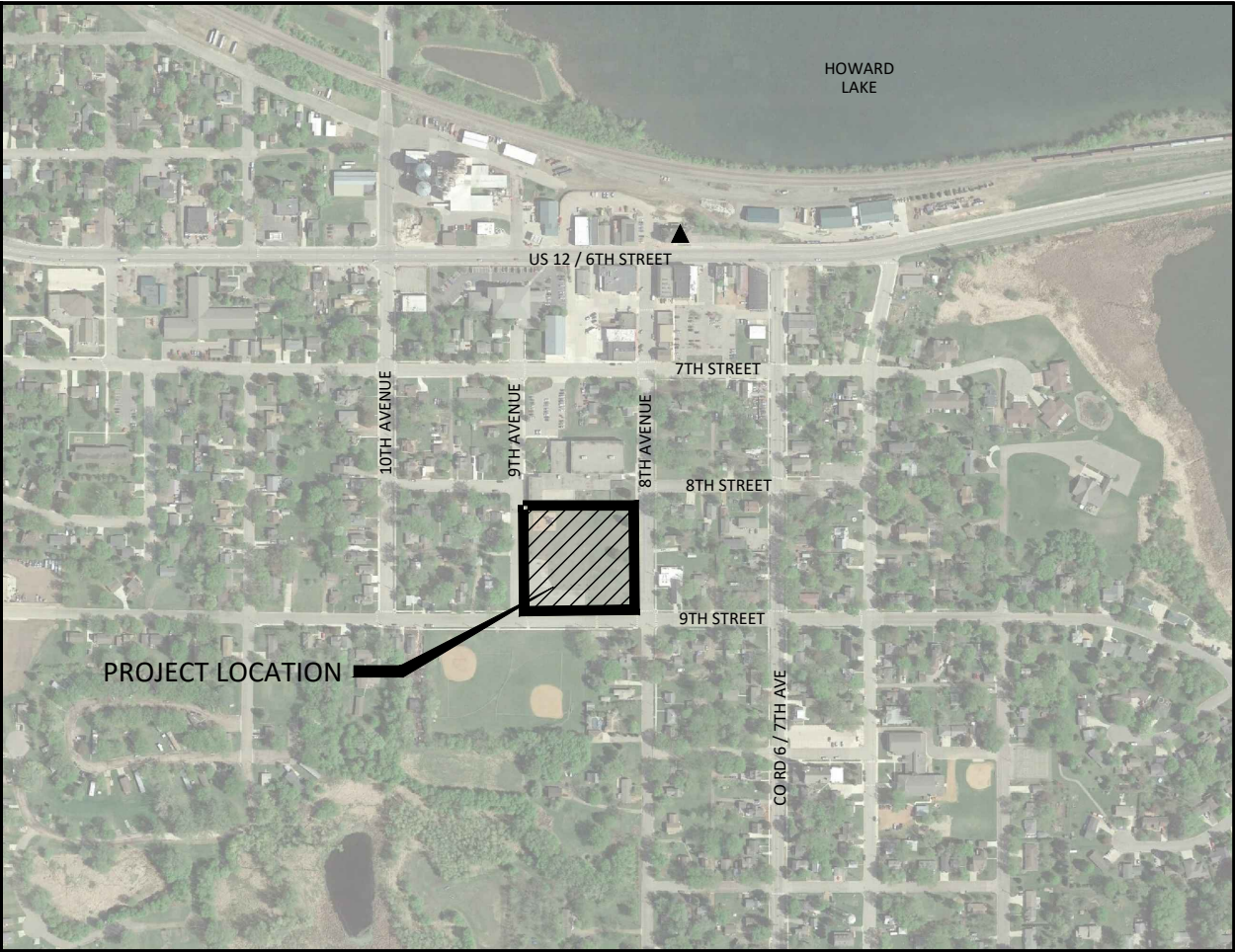
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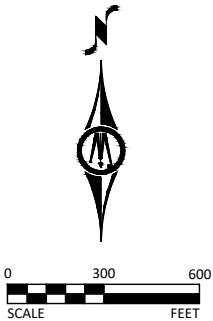
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Bryant Tauer
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Phone: 763-447-3056
Cell: 701-212-2467
Email: btauer@whe.org

Xcel Energy
Riley Beckman
Electric Distribution Designer
1000 Energy Drive
Montrose, MN 55363
Phone: 612-215-5254
Email:
Riley.Beckman@xcelenergy.com



MAP OF THE
CITY OF HOWARD LAKE
WRIGHT COUNTY, MN

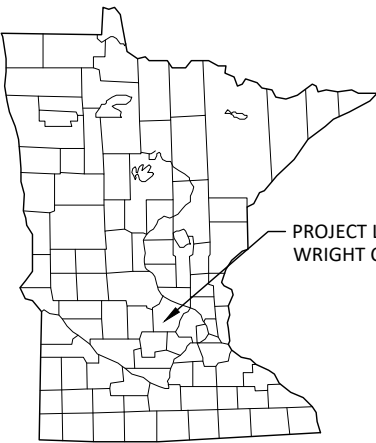


MAP LEGEND

- PROJECT LIMITS
BID LOCATION

SHEET NUMBER	SHEET TITLE
GENERAL	
G0.01 - G0.02	TITLE SHEET, LEGEND
G1.01	ESTIMATED QUANTITIES
CIVIL	
C1.01	EXISTING CONDITIONS & REMOVALS PLAN
C1.02 - C1.03	TYPICAL SECTIONS, DETAILS
C2.01 - C2.05	SWPPP
C3.01	GRADING PLAN
C4.01	UTILITY PLAN
C6.01 - C6.02	SITE PLAN, PAVEMENT & SIDEWALK JOINTING PLAN
C6.03 - C6.04	ADA TRANSITION & LANDINGS AREAS
C7.01	TRAFFIC CONTROL, PAVEMENT MARKING & SIGNING
LANDSCAPE	
L0.01 - L1.XX	SPLASH PAD PLANS
L1.01 - L1.XX	LANDSCAPING PLAN
L2.01 - L2.XX	PARK SIGN PLAN
L3.03	LANDSCAPING DETAILS
ELECTRICAL	
E1.01 - E1.XX	ELECTRICAL PLANS

THIS PLAN SET CONTAINS ### SHEETS.



NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY GOPHER STATE ONE CALL, 1-800-252-1166 OR 651-454-0002.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

JOSHUA J HALVORSON
LIC. NO. 46291 DATE 04/20/2020



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DESIGNED	NO.	ISSUED FOR	DATE
DTI			
DRAWN	LRV		
CHECKED	JJH		
CLIENT PROJ. NO.	W14.119617		

✦ BM=1039.83 HYDRANT TOP NUT SW CORNER OF 9TH ST / 8TH AVE INTERSECTION	PROJECT DATUM: HORIZONTAL: NAD 83 (2011) WRIGHT COUNTY COORDINATE SYSTEM VERTICAL: NAVD 88	RECORD DRAWING INFORMATION OBSERVER: CONTRACTOR: DATE:
HOWARD LAKE, MINNESOTA		SHEET
CENTRAL PARK DEVELOPMENT - PHASE 1		G0.01
GENERAL TITLE SHEET		

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PLAN: W14.119617 COVER: DWG 3/20/2020 2:13:23 PM

EXISTING TOPOGRAPHIC SYMBOLS

	ACCESS GRATE		REGULATION STATION GAS
	AIR CONDITION UNIT		SATELLITE DISH
	ANTENNA		SIGN TRAFFIC
	AUTO SPRINKLER CONNECTION		SIGNAL CONTROL CABINET
	BARRICADE PERMANENT		SOIL BORING
	BASKETBALL POST		SIREN
	BENCH		TELEPHONE BOOTH
	BIRD FEEDER		TILE INLET
	BOLLARD		TILE OUTLET
	BUSH		TILE RISER
	CATCH BASIN RECTANGULAR CASTING		TRANSFORMER-ELECTRIC
	CATCH BASIN CIRCULAR CASTING		TREE-CONIFEROUS
	CURB STOP		TREE-DEAD
	CLEAN OUT		TREE-DECIDUOUS
	CULVERT END		TREE STUMP
	DRINKING FOUNTAIN		TRAFFIC ARM BARRIER
	DOWN SPOUT		TRAFFIC SIGNAL
	FILL PIPE		TRASH CAN
	FIRE HYDRANT		UTILITY MARKER
	FLAG POLE		VALVE
	FLARED END / APRON		VALVE POST INDICATOR
	FUEL PUMP		VALVE VAULT
	GRILL		VENT PIPE
	GUY WIRE ANCHOR		WATER SPIGOT
	HANDHOLE		WELL
	HANDICAP SPACE		WETLAND DELINEATED MARKER
	IRRIGATION SPRINKLER HEAD		WETLAND
	IRRIGATION VALVE BOX		WET WELL
	LIFT STATION CONTROL PANEL		YARD HYDRANT
	LIFT STATION		
	LIGHT ON POLE		
	LIGHT-GROUND		
	MAILBOX		
	MANHOLE-COMMUNICATION		
	MANHOLE-ELECTRIC		
	MANHOLE-GAS		
	MANHOLE-HEAT		
	MANHOLE-SANITARY SEWER		
	MANHOLE-STORM SEWER		
	MANHOLE-UTILITY		
	MANHOLE-WATER		
	METER		
	ORDER MICROPHONE		
	PARKING METER		
	PAVEMENT MARKING		
	PEDESTAL-COMMUNICATION		
	PEDESTAL-ELECTRIC		
	PEDESTRIAN PUSH BUTTON		
	PICNIC TABLE		
	POLE-UTILITY		
	POST		
	RAILROAD SIGNAL POLE		

PROPOSED TOPOGRAPHIC SYMBOLS

	CLEANOUT
	MANHOLE
	LIFT STATION
	STORM SEWER CIRCULAR CASTING
	STORM SEWER RECTANGULAR CASTING
	STORM SEWER FLARED END / APRON
	STORM SEWER OUTLET STRUCTURE
	STORM SEWER OVERFLOW STRUCTURE
	CURB BOX
	FIRE HYDRANT
	WATER VALVE
	WATER REDUCER
	WATER BEND
	WATER TEE
	WATER CROSS
	WATER SLEEVE
	WATER CAP / PLUG
	RIP RAP
	DRAINAGE FLOW
	TRAFFIC SIGNS

SURVEY SYMBOLS

	BENCH MARK LOCATION
	CONTROL POINT
	MONUMENT IRON FOUND
	CAST IRON MONUMENT

EXISTING TOPOGRAPHIC LINES

	RETAINING WALL
	FENCE
	FENCE-DECORATIVE
	GUARD RAIL
	TREE LINE
	BUSH LINE

SURVEY LINES

	CONTROLLED ACCESS BOUNDARY
	CENTERLINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	EXISTING LOT LINE
	PROPOSED LOT LINE
	EXISTING RIGHT-OF-WAY
	PROPOSED RIGHT-OF-WAY
	SETBACK LINE
	SECTION LINE
	QUARTER LINE
	SIXTEENTH LINE
	TEMPORARY EASEMENT

EXISTING UTILITY LINES

	FORCEMAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	WATERMAIN
	WATER SERVICE

PROPOSED UTILITY LINES

	FORCEMAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	WATERMAIN
	WATER SERVICE
	PIPE CASING

GRADING INFORMATION

	EXISTING CONTOUR MINOR
	EXISTING CONTOUR MAJOR
	PROPOSED CONTOUR MINOR
	PROPOSED CONTOUR MAJOR
	PROPOSED GRADING LIMITS / SLOPE LIMITS
	PROPOSED SPOT ELEVATION
	RISE:RUN (SLOPE)

HATCH PATTERNS

	BITUMINOUS		GRAVEL
	CONCRETE		

EXISTING PRIVATE UTILITY LINES

NOTE:
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	UNDERGROUND FIBER OPTIC
	UNDERGROUND ELECTRIC
	UNDERGROUND GAS
	UNDERGROUND COMMUNICATION
	OVERHEAD ELECTRIC
	OVERHEAD COMMUNICATION
	OVERHEAD UTILITY

UTILITIES IDENTIFIED WITH A QUALITY LEVEL :

LINE TYPES FOLLOW THE FORMAT: UTILITY TYPE - QUALITY LEVEL
EXAMPLE: UNDERGROUND GAS, QUALITY LEVEL A
UTILITY QUALITY LEVEL (A,B,C,D) DEFINITIONS CAN BE FOUND IN CI/ASCE 38-02.

UTILITY QUALITY LEVELS:

QUALITY LEVEL D: PROVIDES THE MOST BASIC LEVEL OF INFORMATION. IT INVOLVES COLLECTING DATA FROM EXISTING UTILITY RECORDS. RECORDS MAY INCLUDE AS-BUILT DRAWINGS, DISTRIBUTION AND SERVICES MAPS, EXISTING GEOGRAPHIC INFORMATION SYSTEM DATABASES, CONSTRUCTION PLANS, ETC.

QUALITY LEVEL C: INVOLVES SURVEYING VISIBLE SUBSURFACE UTILITY STRUCTURES SUCH AS MANHOLES, HAND-HOLES, UTILITY VALVES AND METERS, FIRE HYDRANTS, PEDESTALS AND UTILITY MARKERS, AND THEN CORRELATING THE INFORMATION WITH EXISTING UTILITY RECORDS TO CREATE COMPOSITE DRAWINGS. INCLUDES QUALITY LEVEL D ACTIVITIES.

QUALITY LEVEL B: INVOLVES DESIGNATING THE HORIZONTAL POSITION OF SUBSURFACE UTILITIES THROUGH SURFACE DETECTION METHODS AND COLLECTING THE INFORMATION THROUGH A SURVEY METHOD. INCLUDES QUALITY LEVEL C AND D TASKS.

QUALITY LEVEL A: PROVIDES THE HIGHEST LEVEL OF ACCURACY. IT INVOLVES LOCATING OR POTHOLING UTILITIES AS WELL AS ACTIVITIES IN QUALITY LEVELS B, C, AND D. THE LOCATED FACILITY INFORMATION IS SURVEYED AND MAPPED AND THE DATA PROVIDES PRECISE PLAN AND PROFILE INFORMATION.

ABBREVIATIONS

A	ALGEBRAIC DIFFERENCE	GRAV	GRAVEL	RSC	RIGID STEEL CONDUIT
ADJ	ADJUST	GU	GUTTER	RT	RIGHT
ALT	ALTERNATE	GV	GATE VALVE	SAN	SANITARY SEWER
B-B	BACK TO BACK	HDPE	HIGH DENSITY POLYETHYLENE	SCH	SCHEDULE
BIT	BITUMINOUS	HH	HANDHOLE	SERV	SERVICE
BLDG	BUILDING	HP	HIGH POINT	SHLD	SHOULDER
BMP	BEST MANAGEMENT PRACTICE	HWL	HIGH WATER LEVEL	STA	STATION
BR	BEGIN RADIUS	HYD	HYDRANT	STD	STANDARD
BV	BUTTERFLY VALVE	I	INVERT	STM	STORM SEWER
CB	CATCH BASIN	K	CURVE COEFFICIENT	TC	TOP OF CURB
C&G	CURB AND GUTTER	L	LENGTH	TE	TEMPORARY EASEMENT
CIP	CAST IRON PIPE	LO	LOWEST OPENING	TEMP	TEMPORARY
CIPP	CURED-IN-PLACE PIPE	LP	LOW POINT	TNH	TOP NUT HYDRANT
CL	CENTER LINE	LT	LEFT	TP	TOP OF PIPE
CL	CLASS	MAX	MAXIMUM	TYP	TYPICAL
CLVT	CULVERT	MH	MANHOLE	VCP	VITRIFIED CLAY PIPE
CMP	CORRUGATED METAL PIPE	MIN	MINIMUM	VERT	VERTICAL
C.O.	CHANGE ORDER	MR	MID RADIUS	VPC	VERTICAL POINT OF CURVE
COMM	COMMUNICATION	NIC	NOT IN CONTRACT	VPI	VERTICAL POINT OF INTERSECTION
CON	CONCRETE	NMC	NON-METALLIC CONDUIT	VPT	VERTICAL POINT OF TANGENT
CSP	CORRUGATED STEEL PIPE	NTS	NOT TO SCALE	WM	WATERMAIN
DIA	DIAMETER	NWL	NORMAL WATER LEVEL		
DIP	DUCTILE IRON PIPE	OHW	ORDINARY HIGH WATER LEVEL		
DWY	DRIVEWAY	PC	POINT OF CURVE	AC	ACRES
E	EXTERNAL CURVE DISTANCE	PCC	POINT OF COMPOUND CURVE	CF	CUBIC FEET
ELEC	ELECTRIC	PE	PERMANENT EASEMENT	CV	COMPACTED VOLUME
ELEV	ELEVATION	PED	PEDESTRIAN, PEDESTAL	CY	CUBIC YARD
EOF	EMERGENCY OVERFLOW	PERF	PERFORATED PIPE	EA	EACH
ER	END RADIUS	PERM	PERMANENT	EV	EXCAVATED VOLUME
ESMT	EASEMENT	PI	POINT OF INTERSECTION	LB	POUND
EX	EXISTING	PL	PROPERTY LINE	LF	LINEAR FEET
FES	FLARED END SECTION	PRC	POINT OF REVERSE CURVE	LS	LUMP SUM
F-F	FACE TO FACE	PT	POINT OF TANGENT	LV	LOOSE VOLUME
FF	FINISHED FLOOR	PVC	POLYVINYL CHLORIDE PIPE	SF	SQUARE FEET
F&I	FURNISH AND INSTALL	PVMT	PAVEMENT	SV	STOCKPILE VOLUME
FM	FORCEMAIN	R	RADIUS	SY	SQUARE YARD
FO	FIBER OPTIC	R/W	RIGHT-OF-WAY		
F.O.	FIELD ORDER	RCP	REINFORCED CONCRETE PIPE		
GRAN	GRANULAR	RET	RETAINING		

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

JOSHUA J HALVORSON
LIC. NO. 46291 DATE 04/20/2020



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Email: Willmar@bolton-menk.com
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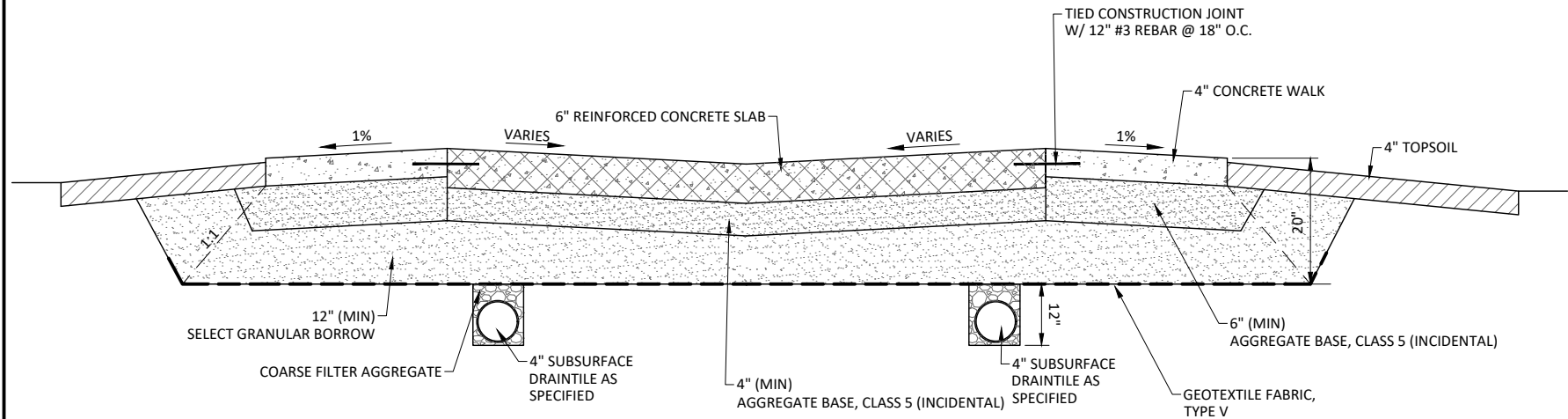
HOWARD LAKE, MINNESOTA

CENTRAL PARK DEVELOPMENT - PHASE 1

GENERAL
LEGEND

SHEET

G0.02

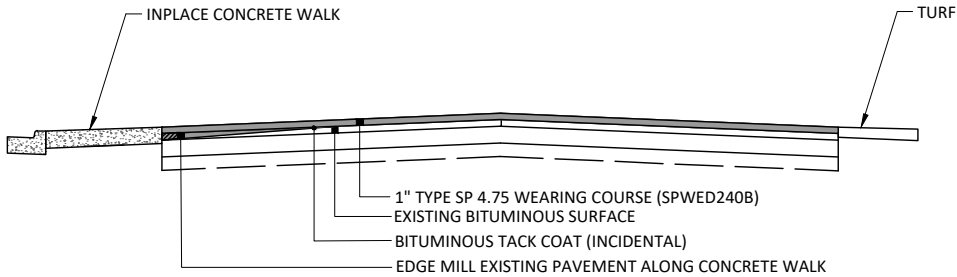


NOTES:

- FOUNDATIONS AND ANCHOR SYSTEMS FOR SPLASH PAD ELEMENTS BY MANUFACTURER SHALL SUPERCEDE DETAIL.
- 4" DRAINTILE TO BE RAN PARALLEL AND CONNECTED TOGETHER BEFORE ENTERING EXISTING CB TO NORTH OF SPLASH PAD. DRAINTILE SLOPE TO BE 1% MINIMUM.

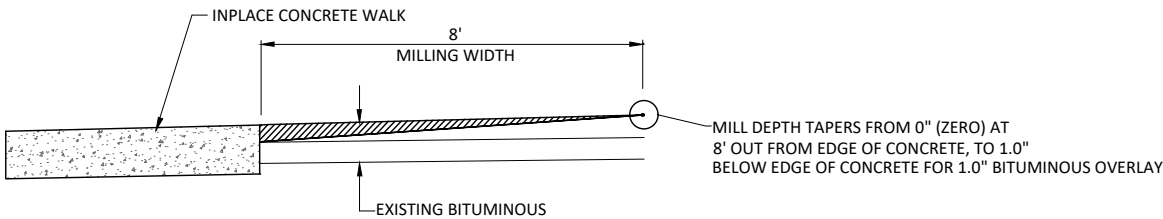
**SPLASH PAD / EXCAVATION / ENGINEERED FILL
& SUBSURFACE EDGE DRAIN**

NOT TO SCALE



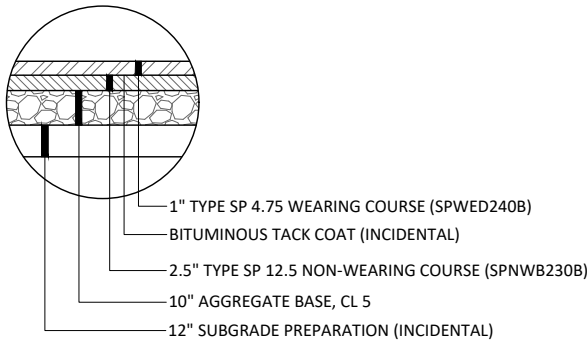
MILL & OVERLAY TYPICAL SECTION

NOT TO SCALE



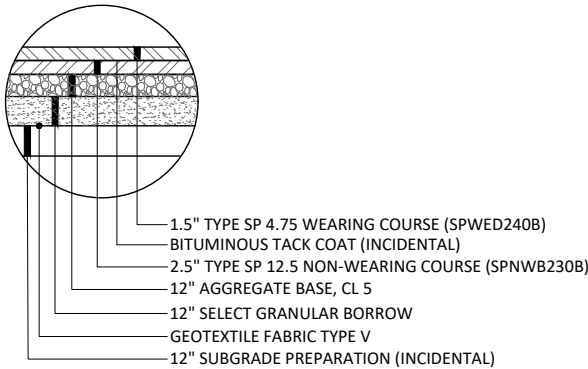
TAPER MILLING DETAIL (EDGE MILL)

NOT TO SCALE



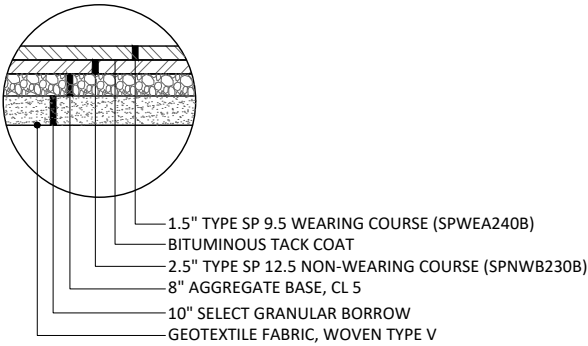
BITUMINOUS PARKING LOT (EXTENSION)

NOT TO SCALE



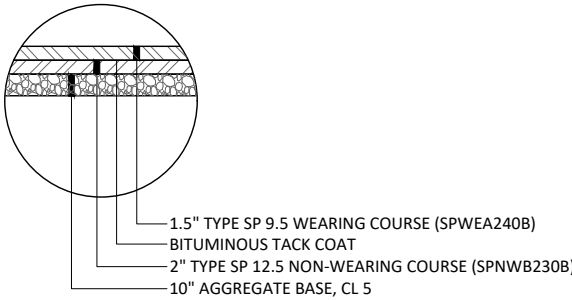
BITUMINOUS STREET PATCH

NOT TO SCALE



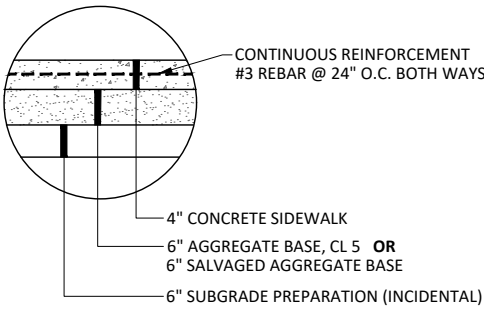
EXISTING STREET SECTION - 9TH STREET

NOT TO SCALE



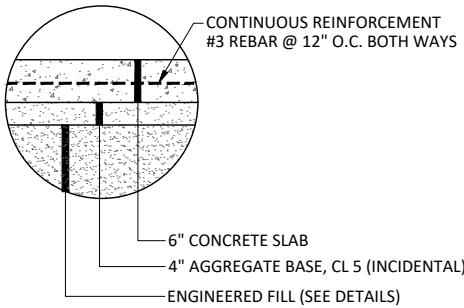
EXISTING PARKING LOT PAVEMENT SECTION

NOT TO SCALE



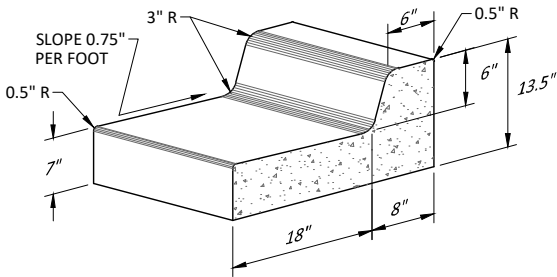
4" CONCRETE WALK

NOT TO SCALE



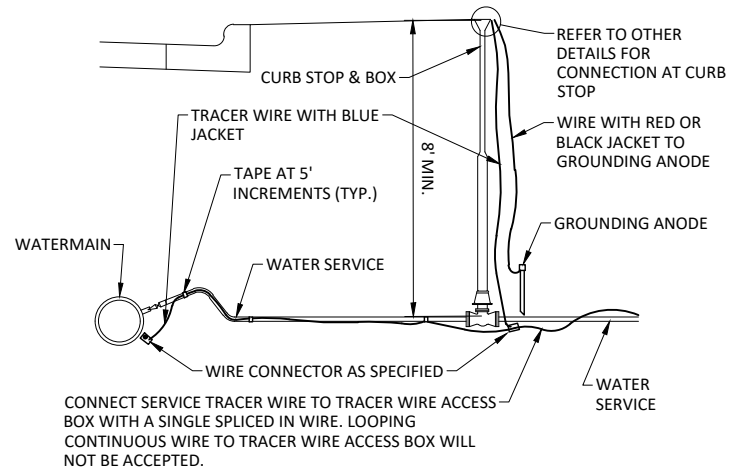
6" REINFORCED CONCRETE SLAB

NOT TO SCALE

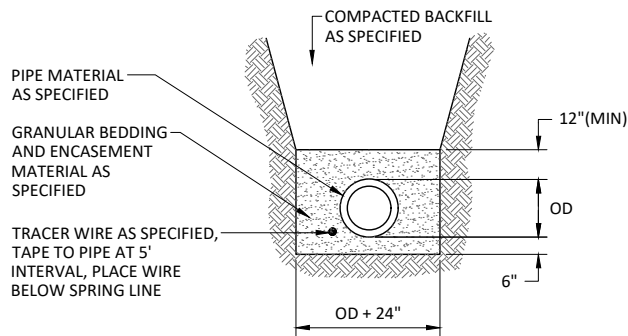


**CONCRETE CURB & GUTTER
DESIGN B618**

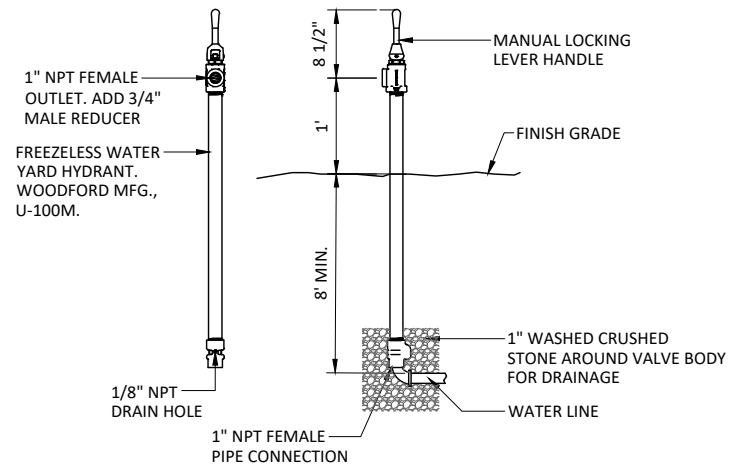
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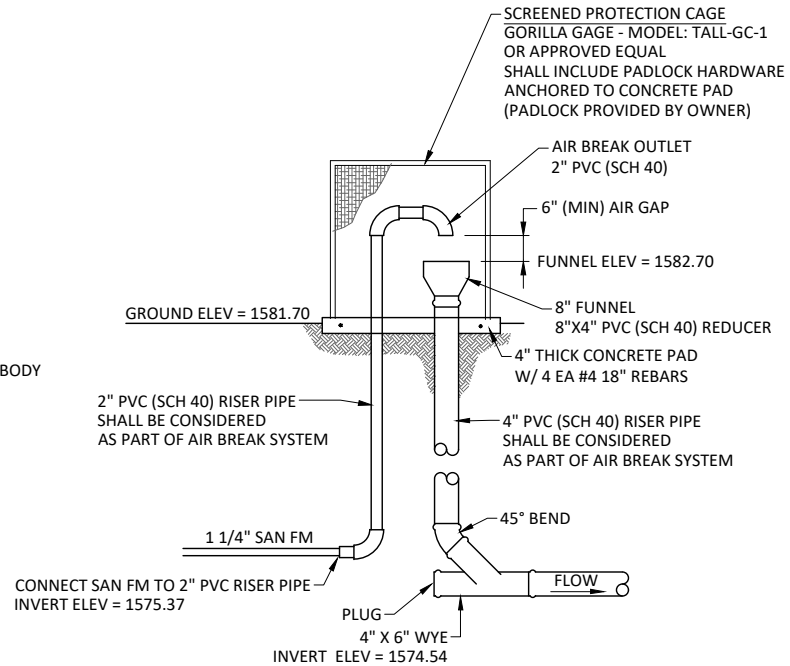
TRACER WIRE AT WATER SERVICE INSTALLATION
NOT TO SCALE



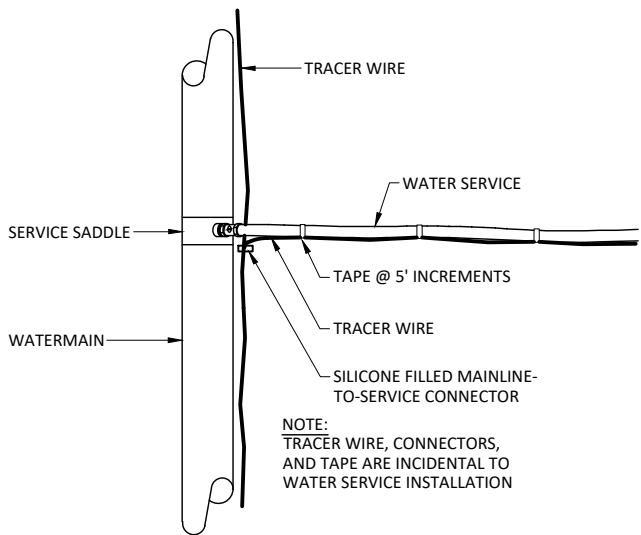
NON-RIGID SANITARY SEWER TRENCH
NOT TO SCALE



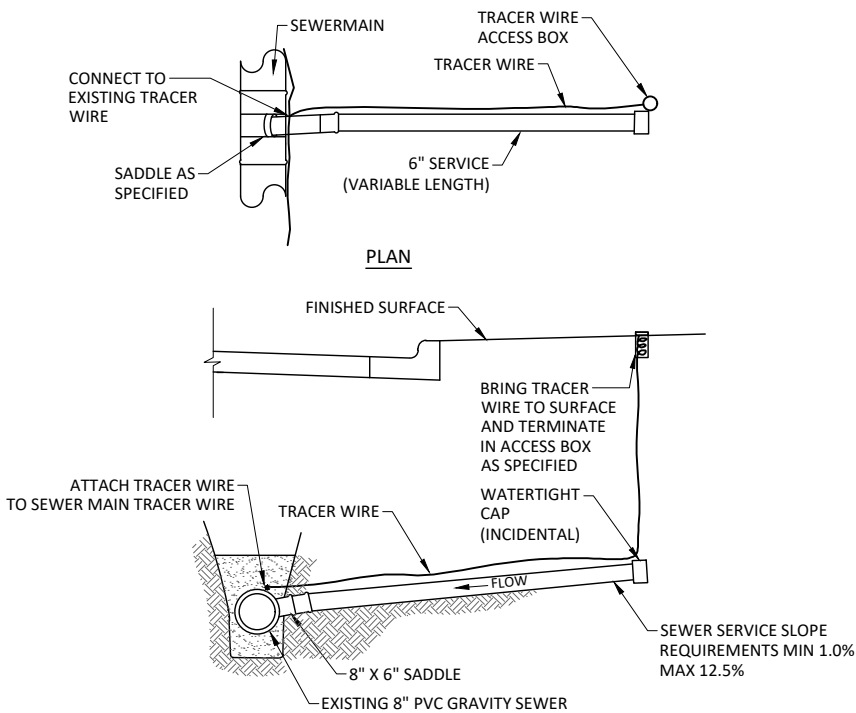
SECTION/ELEVATION: WATER HYDRANT
NOT TO SCALE



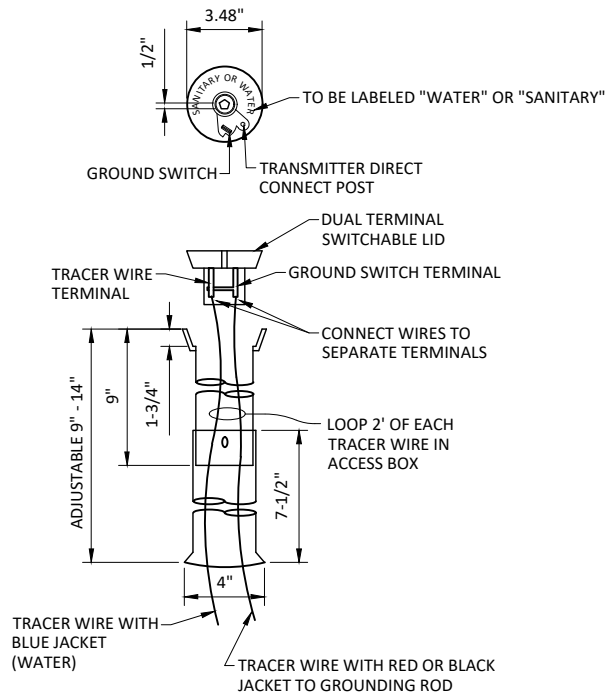
SANITARY AIR BREAK
NOT TO SCALE



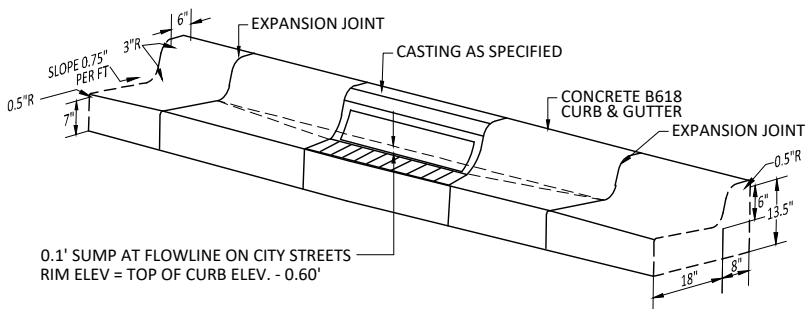
WATER SERVICE TRACER WIRE CONNECTION
NOT TO SCALE



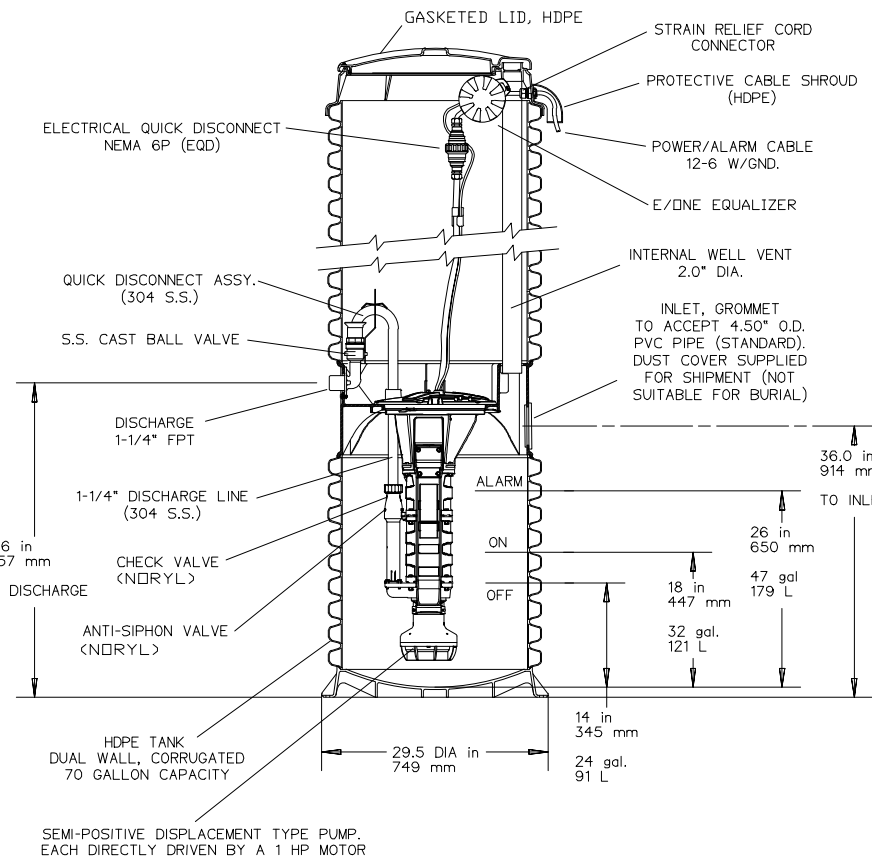
SANITARY SEWER SERVICE
WITH TRACER WIRE ACCESS BOX
NOT TO SCALE



ADJUSTABLE TRACER WIRE ACCESS BOX
DUAL TERMINAL SWITCHABLE LID
NOT TO SCALE



CATCH BASIN/CURB DETAIL
NOT TO SCALE



SANITARY GRINDER STATION
NOT TO SCALE

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JOSHUA J HALVORSON
LIC. NO. 46291 DATE 04/20/2020

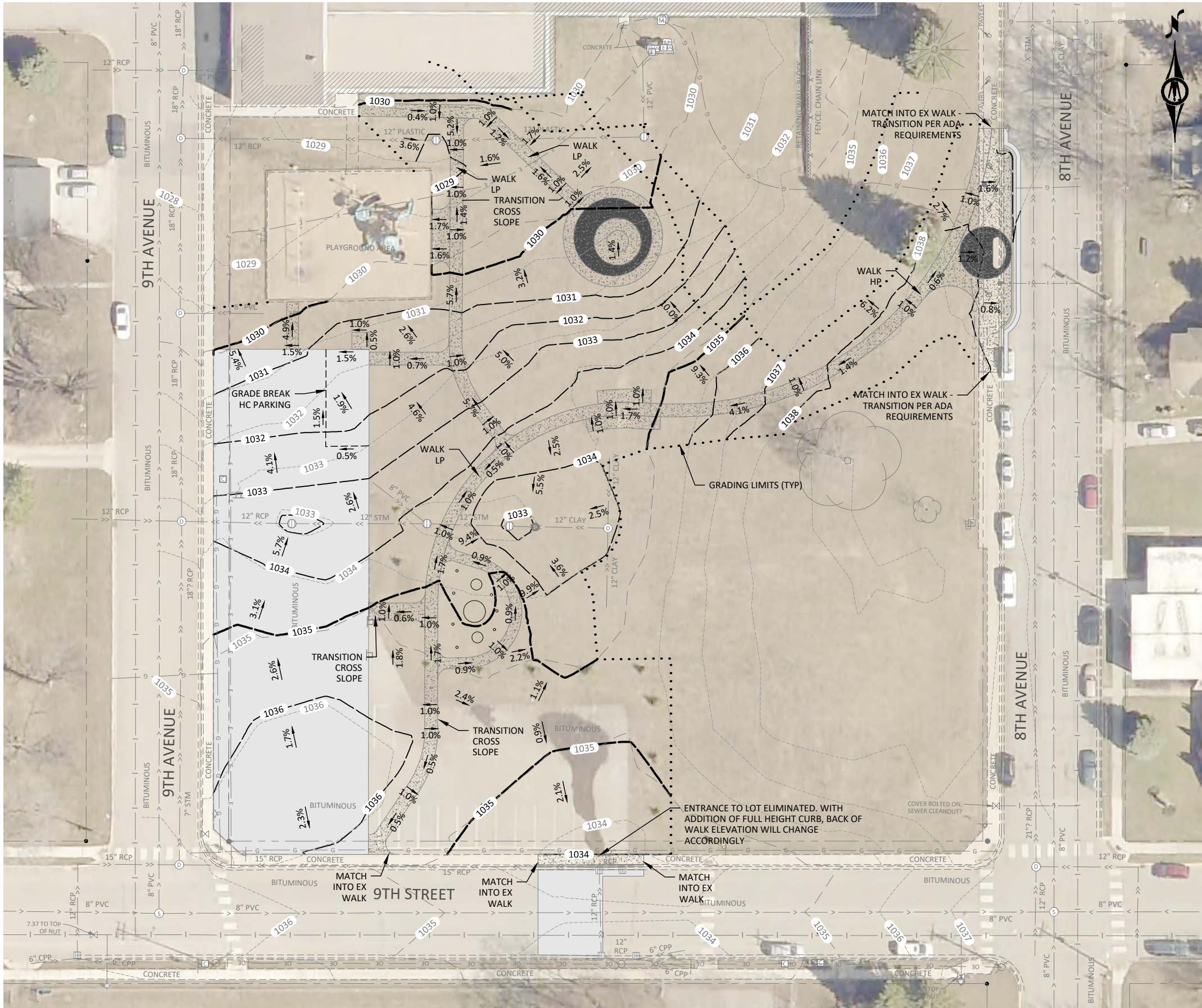


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HOWARD LAKE, MINNESOTA
CENTRAL PARK DEVELOPMENT - PHASE 1
CIVIL
DETAILS

SHEET
C1.03



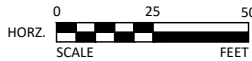
NOTES:

1. THE CONTRACTOR SHALL STRIP, SALVAGE & STOCKPILE ALL TOPSOIL ENCOUNTERED DURING CONSTRUCTION. TOPSOIL SHALL BE PLACED A MINIMUM OF 6 INCHES THICK IN TURF RESTORATION AREAS.
2. ALL GRADING & CONSTRUCTION ACTIVITIES SHALL BE COMPLETED WITHIN THE PROPERTY OR BY PERMIT. CONTRACTOR WILL BE RESPONSIBLE FOR ANY DAMAGE TO ADJACENT PROPERTIES.
3. EXCESS SOIL SHALL BE DISPOSED OF BY THE DIRECTION OF THE CONTRACTOR.
4. CONCRETE WALK LANDING & TRANSITION AREAS MUST MEET ADA REQUIREMENTS, AREAS ARE DEFINED WITH SLOPE INDICATORS AND SPOT ELEVATIONS ON SHEETS C6.03 & C6.04.

SITE GRADING:

CUT = XXXXX CU YD (EV)
FILL = XXXXX CU YD (CV)

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PLAN: W14.119617, C6.03, GRADING, DATE: 3/20/2020 2:15:27 PM



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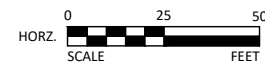
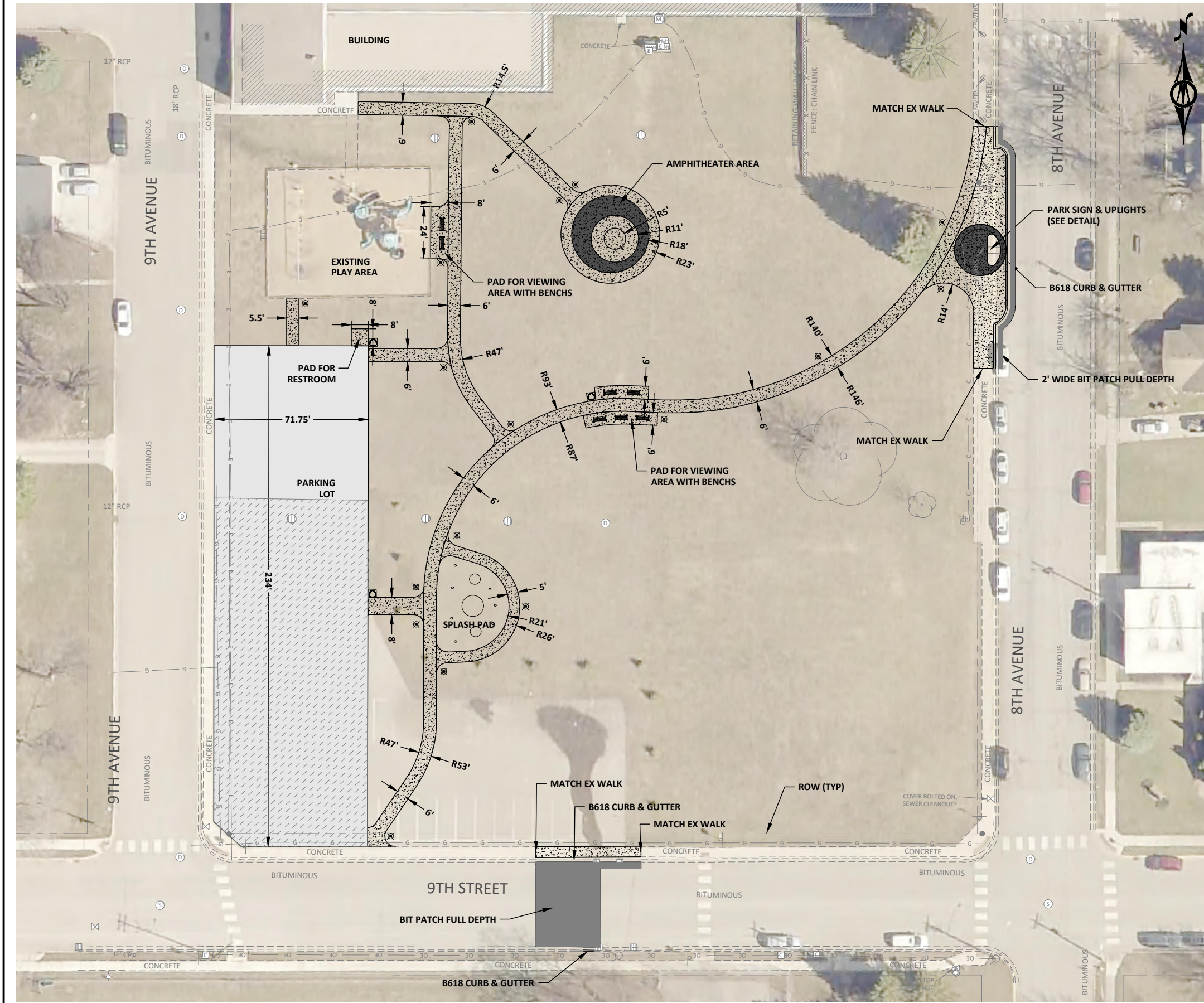
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HOWARD LAKE, MINNESOTA
CENTRAL PARK DEVELOPMENT - PHASE 1
CIVIL
GRADING PLAN

SHEET

C3.01

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HOWARD LAKE, MINNESOTA
CENTRAL PARK DEVELOPMENT - PHASE 1
CIVIL
SITE PLAN

SHEET
C6.01

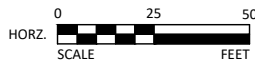
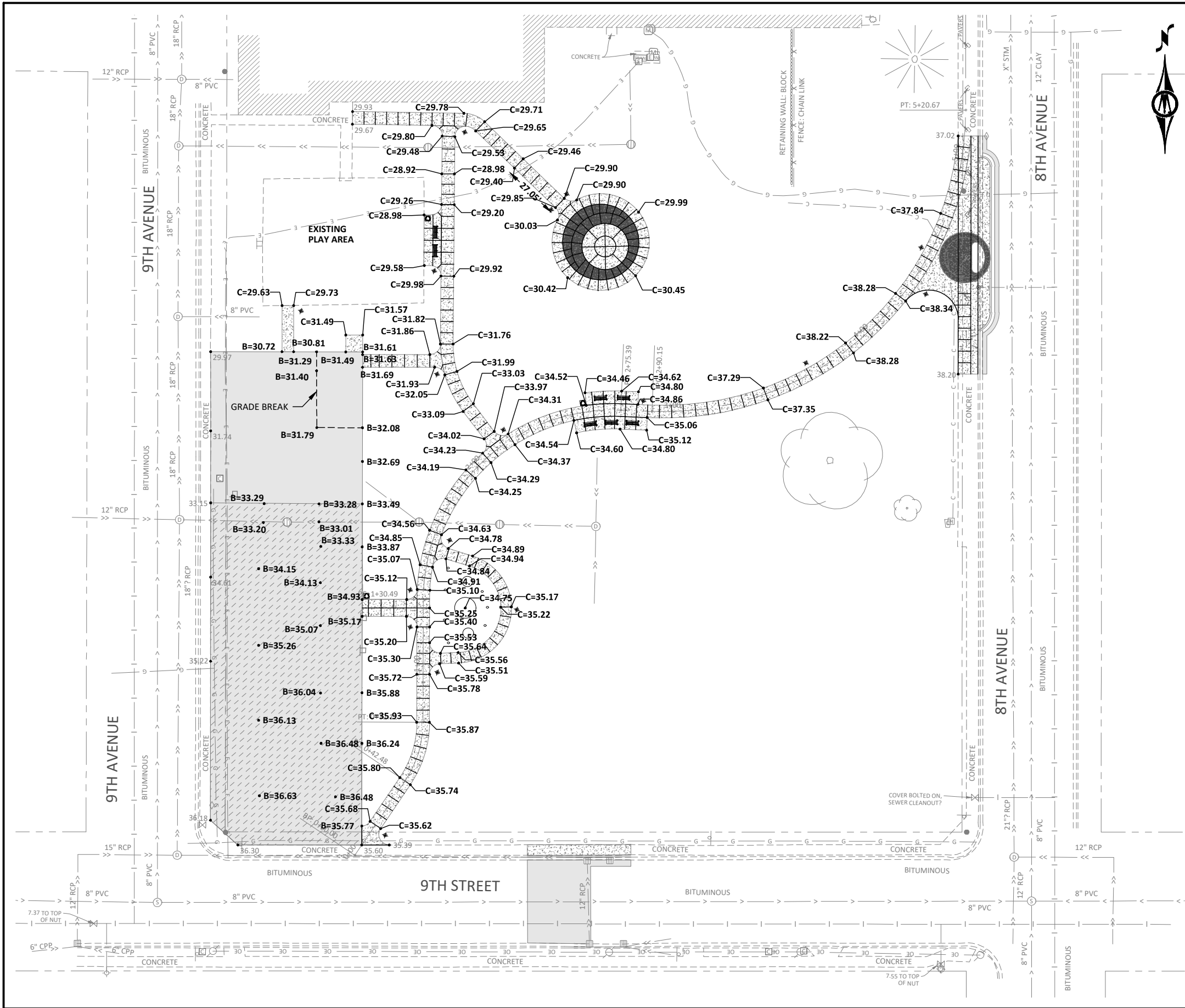
LEGEND

	BITUMINOUS PAVEMENT (LOT ADDITION)
	BITUMINOUS PATCH (FULL DEPTH)
	BITUMINOUS PAVEMENT (1" OVERLAY)
	4" CONCRETE WALK
	4" STAINED CONCRETE WALK
	CURB & GUTTER
	BENCH (BY OTHERS)
	LITTER RECEPTACLE (BY OTHERS)
	BOLLARD LIGHTING (BY OTHERS)

NOTES:

- ALL RADIUS ARE 5' UNLESS OTHERWISE NOTED.
- SEE ELECTRICAL SHEETS FOR DETAILED INFO ON ELECTRICAL LAYOUT AND PRODUCT INFO.

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PLAN W14.119617, C6.02, CONTINUING, DWG. 3/20/2020 2:16:24 PM



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HOWARD LAKE, MINNESOTA
CENTRAL PARK DEVELOPMENT - PHASE 1
CIVIL
PAVEMENT & SIDEWALK JOINTING PLAN

SHEET

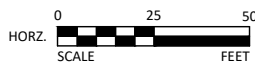
C6.02

LEGEND

- BITUMINOUS PAVEMENT (FULL DEPTH)
- BITUMINOUS PAVEMENT (1" OVERLAY)
- 4" CONCRETE WALK
- 4" STAINED CONCRETE WALK
- BENCH (BY OTHERS)
- LITTER RECEPTACLE (BY OTHERS)
- BOLLARD LIGHTING (BY OTHERS)
- C=XX.XX CONCRETE SPOT ELEVATION = 10XX.XX
- B=XX.XX BITUMINOUS SPOT ELEVATION = 10XX.XX
- XX.XX EXISTING SURFACE SPOT ELEVATION = 10XX.XX

NOTES:

- ISOLATION JOINTS IN SIDEWALK PAVING: GENERALLY, ISOLATION JOINTS WILL BE LOCATED ALONG THE BACK OF CURB BETWEEN SIDEWALK PAVEMENTS AND PERMANENT STRUCTURES, WALLS AND BUILDINGS. ISOLATION JOINTS WILL ALSO BE LOCATED WHERE THE SIDEWALK PAVEMENT TURNS OR CHANGES DIRECTION, AND AT EVERY 100 FOOT MARK OF LINEAR SIDEWALK.
- ALL RADIUS ARE 5' UNLESS OTHERWISE NOTED.
- ALL SIDEWALKS AND CONCRETE SURFACES TO HAVE A MEDIUM BROOM FINISH PERPENDICULAR TO DIRECTION OF TRAVEL UNLESS OTHERWISE NOTED, TYPICAL.
- SEE ELECTRICAL SHEETS FOR DETAILED INFO ON ELECTRICAL LAYOUT AND PRODUCT INFO.
- JOINTING TO BE MADE AS SHOWN ON PLANS UNLESS OTHERWISE APPROVED BY OWNERS REPRESENTATIVE. JOINTING TO BE SAWED OR TROWELED, JOINT SPACING SHALL BE 6' MAX (FIELD VERIFY).
- CONTRACTOR IS TO VERIFY THAT ALL SLOPES, CROSS SLOPES, LONGITUDINAL SLOPES, DROP CURB SLOPES, ECT. CONCRETE WALK MAY REQUIRE TRANSITION PANELS TO MATCH INTO EXISTING SLOPES AND GRADES. DO NOT EXCEED ADA MAXIMUMS. CONTRACTOR IS TO NOTIFY ENGINEER IF SLOPES EXCEED GUIDELINE RECOMMENDATIONS.



JOSHUA J HALVORSON
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HOWARD LAKE, MINNESOTA
CENTRAL PARK DEVELOPMENT - PHASE 1
CIVIL
UTILITY PLAN

SHEET
C4.01

Product Overview

The VersoSplash[®] provides an unexpected splash. You think you know what's going to happen, then surprise! The bucket dumps in the opposite direction while the water spills forward. It's as fun to watch as it is to stand underneath.



Product Specs

Material Options

Stainless Steel

Dimensions

15' 7" x 7' 6"

(4,78 m x 2,65 m)

Splash Zone

25' 0" x 22' 0"

(4,57 m x 4,42 m)

Standard Flow Rate

20 GPM

75.71 LPM

PSI

7

Product Overview

Kids can surround themselves with this rounded, water-tent effect that flows freely from the top of the structure. It's a cool-feeling, contemporary-looking way to spur continuous aqua play.



Product Specs

Material Options

Stainless Steel

Dimensions

4' 0" x 0' 6"
(1,22 m x 0,15 m)

Splash Zone

10' 0" Dia
(3,05 m Dia.)

Standard Flow Rate

20 to 30 GPM
75.71 to 113.56 LPM

PSI

4

Product Overview

The disc-shaped top spins up to 360 degrees when a kid twists it, spraying their friends with five streams of water. The WhirlPad provides continuous interaction, perfect for little splash pad visitors.



Product Specs

Material Options

Stainless Steel

Dimensions

2' 3" x 2' 0"

(0,70 m x 0,48 m)

Splash Zone

14'0"

(4,27 m)

Standard Flow Rate

6 GPM

22,71 LPM

PSI

2



Product Overview

The Geyser is a ground spray element that emits a medium bodied, aerated mound of water. The feature flow rates can be adjusted to increase or decrease geyser height and volume. The Geyser is designed for wet deck applications with no standing water.



Product Specs

Material Options

PVC , Stainless Steel

Dimensions

3' 0" x 0' 9"
(0,91 m x 0,27 m)

Splash Zone

8' 0" Dia.
(2,44 Dia.)

Standard Flow Rate

10 to 15 GPM
37.85 to 56.78 LPM

PSI

5



HOWARD LAKE CITY COUNCIL MEETING

FEBRUARY 16, 2021

AGENDA ITEM: Consider Selection of Architect and Fee for Design Services for Library Construction Project

SECTION: New Business

FROM: Nick Haggenmiller, City Administrator

BACKGROUND: The City Council has identified the construction of a library/senior center with exterior restrooms as a capital project priority for 2021. In order to advance this, the City must retain an architect to complete necessary design and plan formation for the facility.

An RFQ was approved by the council in January which sought the best qualified partner for the City to partner with on the project. Proposals were reviewed and considered based on qualifications, experience, value/cost to the City. The overall scope of services is intended to lead the City from concept plan, design, community, and consultation of various stakeholders, bid let and project administration.

Upon staff review, BKV Architects is recommended for approval. BKV is familiar with the City of Howard Lake and the library project specifically. In 2018, the firm completed a facility master plan for the City. In 2020, the firm completed a feasibility study. Especially notable was the assistance provided in considering of various alternative sites and configurations that sought the best project with the most enduring value to the City.

DECISION MAKING METRICS:

FINANCIAL: The proposed engagement has a cost not to exceed \$132,702. For the following general scope of services:

Proposed Fee	
Schematic Design - Contracts Documents	\$103,378.30
RFP Add Alt 1: Bidding & Negotiation	\$5,443.30
RFP Add Alt 2: Construction Administration	\$23,880.41
Total Not-to-Exceed Design Team Fee	\$132,702.00

Optional Additional Services: <i>values listed are valid through the duration of CD's</i>		
Construction Site Staking - Bolton & Menck	\$1,700.00	
FF&E Expanded Services Option 1 - BKV Group	\$6,500.00	See Note 1
FF&E Expanded Services Option 2 - BKV Group	\$2,500.00	See Note 2
Social Pinpoint Digital Engagement Platform	\$1,440.00	See Note 3
Additional Renderings - BKV Group	\$350 per view	

Financing the construction of the facility itself is still to be determined. That said, it is largely anticipated to be a bonded project. The City has adequate reserves to engage the architect and to reimburse for expenses using bond proceeds at a later date. If the council opts to not proceed with a project, it is likely debt will not be issued and the expenses related to design services will have to be absorbed using reserves.

LEGAL: While the City is not required to select the lowest cost consultant under the Professional Services exemption, it is logical to seek proposals using consistent metrics. The RFQ seeks to accomplish that goal.

STRATEGIC PLAN: Support, maintain and enhance public facilities.

COUNCIL ACTION REQUESTED: Approve BKV Architects for the Library Construction Project.

ATTACHMENTS:

1. BKV Proposal



HOWARD LAKE LIBRARY

Proposal for Howard Lake

FEBRUARY 12, 2021



ARCHITECTURE INTERIOR DESIGN LANDSCAPE ARCHITECTURE ENGINEERING

February 12th, 2021

Nick Haggenmiller
City of Howard Lake
625 8th Ave
Howard Lake, MN 55349

RE: RFQ for Preliminary Design, Design and Construction Services for Howard Lake Library

Dear Nick and Selection Committee,

On behalf of BKV Group we appreciate this opportunity to submit our proposal to the City for preliminary design and design and construction services for Howard Lake Library. Our firm has completed over 35 library planning, design, and construction projects in Minnesota and across the country. Since our founding more than 42 years ago, municipal projects have been an integral part of our practice: we are experienced with and sensitive to the needs, expectations, and requirements of executing design projects for public buildings.

As a holistic firm of architects, engineers, interior designers, and landscape architects, our BKV Group team is uniquely suited to efficiently manage a process that explores the full breadth of project possibilities within your budget. Our team will be led by Government practice lead and Senior Partner Bruce Schwartzman, with over 30 years' experience in guiding municipal projects. A critical voice for this project will be Susan Morgan, Associate Partner and Library Lead for BKV Group, who will serve as Project Manager, providing library programming and planning, drawing on her nationwide expertise while coordinating the team through each phase. Successful project delivery rests on strong partnerships: we are proud to continue collaborations with Bolton and Menck, civil engineers who will provide insights about integration of the project into Central Park, and PPM cost consultants, with over four decades of cost consulting in Minnesota.

Our process will include a kickoff and visioning session with key project stakeholders, leading into an analysis of work completed to date, both necessary to establish firm project foundations. Accountability and transparency are integral parts of public design projects; we will use cost estimates at each phase to confirm budget alignment, will employ our firm's quality assurance process, using in-house third-party specialists to review contract documents for quality and constructibility, and will utilize meeting minutes to track issues, action items, and feedback received. We are prepared to partner with Howard Lake on discussions of project funding, including pathways for grant funding as a supplement to projected budget. At a time when we feel separated from our neighbors, community engagement within a project like this can be an energizing way to build commitment to critical civic functions like the library; we are ready to use a range of methods to ensure the Howard Lake community and all key project stakeholders have a voice as this project develops.

If there is any additional information or clarification that you and/or the selection committee need, please do not hesitate to contact me at 612.790.7605. Thank you for your consideration and we look forward to talking to you soon.

Sincerely,
BKV Group

A handwritten signature in black ink, appearing to read 'Bruce Schwartzman'.

Bruce Schwartzman, AIA
Partner-in-Charge
BKV Group

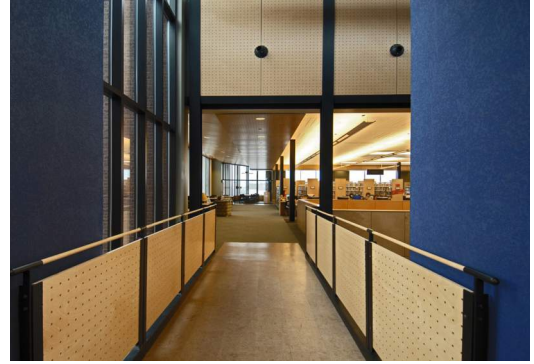
A handwritten signature in black ink, appearing to read 'Susan T. Morgan'.

Susan T. Morgan, AIA, LEED AP BD+C
Associate Partner
BKV Group



TABLE OF CONTENTS

<i>Scope of Work</i>	<i>4</i>
<i>Timeline</i>	<i>14</i>
<i>Firm Qualifications</i>	<i>14</i>
<i>Resumes</i>	<i>17</i>
<i>Experience</i>	<i>25</i>
<i>Fees</i>	<i>31</i>
<i>Conflict of Interest Statement</i>	<i>33</i>



SCOPE OF WORK

Building a new home for a public library requires a process that ensures the new building meets functional and operational goals while also providing a sense of civic pride and a place for community connection and gathering. Successful planning, design, and construction, requires a healthy partnership between the design team and an owner's key stakeholders to define goals and vision, to provide accountability towards project objectives and budget, and to achieve a finished building that realizes the full breadth of project potential.

From the RFP, we understand that this project will be comprehensive: beginning with the establishment of a conceptual vision and direction for the project, leading through planning and design informed by program and collection analysis, vetted through stakeholder and community engagement, and executed through the creation of contract documents for competitive public bidding and the provision of construction administration services. This design-bid-build approach will include the following:

CONCEPT/SCHEMATIC DESIGN

Leveraging the existing space and feasibility study will allow the project to establish critical momentum from the beginning, combining both the preliminary visioning process of conceptual design, with the more focused exploration of schematic design. BKV Group worked with the City of Howard lake on the 2018 Facilities Assessment/ Space Needs Assessment and the 2020 library feasibility study; we'll bring knowledge of the library to both project to bear on this one, while also ensuring we approach this with fresh eyes, ready to build on the thinking and planning the city has done within the past year.

KEY OBJECTIVES:

- **Define Project Vision and Objectives.** Engaging the design and project teams, we will utilize a workshop format to unpack the project goals identified in the RFP, to layer them alongside broader civic goals and visions for the library and park, and to establish measurable objectives for project process and outcomes.
- **Confirm Project Schedule.** Revisit proposed project schedule from this proposal, overlaying expectations and timeline for stakeholder and community engagement, regulatory review requirements, associated coordination with related city park project, and sufficient periods of regular progress review by the owner's project team and City Council.
- **Define Project Requirements.** Drawing on previous studies, connecting with Great River Regional Library, and revisiting available information about project program and library collections and programming, the team will prepare resources that establish the foundations of project requirements: those related to function and operations, those related to regulatory requirements (assembly usage, accessibility, energy code, etc), and those related to qualitative goals for what the Library can become, and how it can continue to be a vital component of Howard Lake's civic identity.
- **Explore Conceptual Possibilities.** A valuable period in any project is the time spent exploring project possibilities

through an informed, iterative process of design exploration. This “on paper” time is when the design team will quickly explore potential design approaches testing out different ways of locating program spaces on-site.

- **Explore Sustainability Goals and Objectives.** Achieving goals for energy, water, daylight, materials, and health and wellness begins at the concept phase. We are prepared to lead a sustainability charrette that will introduce
- **Understand Project Budget.** At the start of the project, it is critical for the project team to discuss the proposed project budget: to review any previous budget studies, to discuss the city’s approach to debt management, to review potential funding sources for value and for any constraints or additional requirements they may impose on the project, and to understand the relationship between the City and Library’s aspirations and budget.

KEY DELIVERABLES:

- **Project Schedule.** An overall project schedule including design phases, key milestones for stakeholder and community engagement, and defined moments for progress review with the core client group and City Council. This deliverable will include a general projection of potential bidding and construction phases. The schedule will be revisited at each design phase.
- **Project Program.** A quantitative spreadsheet of specific space types, sizes, and key requirements. The result of collections analysis and projects, and dialogue with Howard Lake Library and Great River Regional Library.
- **Conceptual Site Plan.** Provided as a scaled drawing, with general indications of hard scape (sidewalks, patios, parking) and soft scape (grass, plantings, trees, and other landscape features).
- **Conceptual Floor Plan Options.** Provided as scaled drawings, with general indications of doors, windows, and key features. Within the phase, the team will develop distinct options for consideration and evaluation against project goals and requirements.
- **Conceptual Rendering.** A preliminary three-dimensional exterior view of the building, exploring massing (size, volume, and shape) and materiality.
- **Conceptual Cost Estimate.** A preliminary projection of total project costs, inclusive of construction costs (site development, demolition where required, building construction costs) and soft costs (professional services fees, required testing and verifications, FF&E (furniture, fixtures, and equipment, including library-specific equipment), A/V (audio-visual technology), and security, as well as any specific costs triggered by sustainability certification. As part of this estimate, we will also include a reference to potential funding sources, and their impact on projected costs. Grant proposals, If pursuit of outside funding sources is identified as a path for the project in this phase, we will work with the City to develop the required submission content and supporting documents within the required time frames for submission.



DESIGN DEVELOPMENT

Design Development is a critical bridging phase between a project’s early visioning and the completion of comprehensive contract documents. It incorporates a balance of focused design explorations – for what the

building will look like inside and out– and the development of documents which define initial expectations for the building's appearance, construction, and quality.

KEY OBJECTIVES:

- **Finalize Project Approach.** Build on the vision established during concept/schematic design to affirm a proposed approach to library planning, building massing, and design intent.
- **Explore Design Features.** Our design team will explore key design features and aspects – ones that fulfill a sense of purpose, and ones that establish the essential character of the library.
- **Capture Project Scope.** Through collaborative dialogue as well as development of project documentation, we will seek to define the breadth of project scope: expectations for use, function, appearance, and quality, both to ensure project progress, and to allow for a more informed cost estimate within this phase.
- **Establish Preliminary Furniture Requirements.** Working with the Library, and drawing on our earlier collection analysis, we will develop a proposed furniture plan, including stacks, reading, study, and computer areas, and layouts for office, technical service, and senior center program spaces.
- **Solicit and Incorporate Stakeholder and Community Feedback.** This phase is a valuable period in which to elicit input about project vision and requirements. Our team is versed in a range of engagement techniques and methods – both digital and in-person – and we will work with your project team to define objectives for the engagement process before developing recommendations for how we can best connect with the community and key stakeholders in meaningful ways.
- **Define System Requirements.** Our holistic team of architects, engineers, and interior designers will begin to define building system requirements, including walking you through options for mechanical systems, leading a dialogue about A/V and security system needs and expectations, all within the lens of your performance, sustainability, and maintenance goals.



KEY DELIVERABLES:

- **Presentation Graphics.** To support grant applications, donor development, communication with Great River Regional Library, and other key stakeholders, our team can develop presentation graphics, with suggestions of final selections for interior and exterior materials, furnishings, and plantings to convey a more detailed sense of the final building.
- **Community Engagement Feedback.** We will document feedback received through stakeholder and community engagement and will discuss with your project team how best to address the input received.
- **Preliminary Furniture Schedule.** To assist with development of the revised project budget, we will prepare a preliminary furniture schedule, including types, quantities, and finishes.
- **Outline Specifications.** As a complement to the drawings developed at this stage, we will prepare an outline specification that begins to itemize the requirements of the project, including preliminary selections of materials and assemblies.
- **Design Development Drawings.** A document set which encompasses the primary components of contract

documents: demolition and construction site plan, floor plan(s), reflected ceiling plans, interior and exterior elevations, and key construction details.

- **Sustainable Design Summary.** We will prepare a narrative summary of sustainability as currently incorporated, and if certification is being pursued, will complete the required phase milestone checklist.
- **DD Cost Estimate.** The team will revisit the conceptual cost estimate, refining it to address project development and definition of scope.

CONSTRUCTION DOCUMENTS

The Construction Document Phase is technically focused: the design team will continue coordination of project scope across disciplines, and will finalize documentation of project scope, details, and quality within drawings and specifications. A mid-phase cost estimate will leverage the increased amount of detail in documents to verify the project continues to fall within the budget.

KEY OBJECTIVES:

- **Translate Design Intent into Contract Documents.** Ensure that the vision for function, appearance, aesthetics, and quality is defined within the technical documentation of the contract documents (drawings and specifications).
- **Ensure Coordination of Project Scope.** Provide project management that ensures coordination of project requirements, systems, and functionality between and across the building's systems: architectural, structural, mechanical, electrical, plumbing, interior design, civil engineering, and landscape architecture.
- **Facilitate Required Permitting and Regulatory Reviews.** Manage a process that presents project progress and documents to relevant and required permitting and regulatory review agencies at the local and state level. Incorporate feedback in revisions to the project documents.
- **Provide Quality Control and Quality Assurance.** BKV Group has an in-house quality assurance team, providing third-party review of contract documents within both design development and construction document phases. This process ensures a tightly coordinated set of documents, builds on lessons learned across our projects, and assures complete set of documents.
- **Deliver a Design within the Budget.** Within this phase, it is critical for our team to manage the elaboration of project documents to a finer grain of detail with a process that works within the identified budget. As needed, this may be a time to discuss add or deduct alternates, as a means of continuing to develop and include project scope that may be identified as "wants" versus "needs;" this process allows that scope to be included in the bid process, while allowing the owner the flexibility to include scope if the overall bids come in favorably.

KEY OBJECTIVES:

- **Presentation Graphics.** We will update presentation graphics developed during design development, to present the design in its current state.



- **Community Engagement Feedback.** For municipal projects such as a library, it is common to share a final vision and design with the public before it is constructed. We can coordinate this process and the accompanying descriptive visuals including current floor plan, exterior rendering, and materials palette. We will document and communicate the feedback received.
- **Construction Document Drawings.** The project team will prepare a set of two-dimensional contract documents, inclusive of content from all disciplines to support the construction of the project in fulfillment of project requirements and expectations. These technical documents will be coordinated between disciplines to ensure a high level of quality.
- **Project Manual.** As a companion to the project drawings, we will develop a project manual, which combines technical and performance specifications with additional product data and cutsheets. We will coordinate with you to include any standard language or sections that the City may have for general requirements, general conditions, and related to bidding and contracts.
- **CD Cost Estimate.** We recommend a detailed review of project costs partway through development of the construction documents, to test the design development budget against the additional development and detail provided within the CD set.

BIDDING AND NEGOTIATION:

Within the bidding phase, BKV Group transitions into a role of advocacy and facilitation; we can manage the bidding process, or can coordinate with your project representative in this multi-stage effort, which includes outreach to bidders, management of bidding, and evaluation of the bids.

KEY OBJECTIVES:

- **Facilitate a Successful Public Bid Process.** Bidding is a critical time for the design team to facilitate the transition between design and construction. We will work with you to define an appropriate level of involvement and management of this process to ensure a healthy, competitive public bid process. This work will begin during the construction document phase: either drawing on bid methods codified within Howard Lake, or walking through options for bid methods and formats.

KEY DELIVERABLES:

- **Bid Documents.** Following our internal quality assurance and constructability review of our construction documents, our team will revise the set for issuance for public bid.
- **Pre-Bid Announcement.** If desired, we can write the pre-bid announcement, coordinating with you for bid schedule, and can manage release of this digitally to a builder's exchange for widespread availability. To spur project interest, we can also reach out to local contractors experienced in new library construction, to help seed the pool of notified bidders.
- **Response to Bidder's Requests for Information and Addendum Release.** As needed, we will respond to bidder's requests for information, providing written clarifications as needed, and consolidating any clarifications requiring drawing changes into



published addenda to the bid set.

- **Bid Opening and Bid Tab.** We are experienced in managing the bid opening process, including the detailed reading of bids. We will compile a bid tab of all submitted bids, to facilitate your review of the submitted documents. We can also handle correspondence with the bidders, including notification of award.
- **Contract Between Owner and Contractor.** BKV Group has a dedicated contracts department, and we can manage and facilitate the contract negotiation process with the selected bidder, incorporating any standard revisions the City of Howard Lake may have into a document for execution.

CONSTRUCTION ADMINISTRATION:

The project's contract documents establish and define requirements and expectations for construction quality; our team's construction administration services provide presence and insights into the execution of construction. We will be a ready and responsive partner for the contractor or construction manager and will be an advocate for the design intent and objectives reaffirmed with you throughout the design and documentation phase.

KEY OBJECTIVES:

- **Advocate for the Client and the Project.** Throughout construction, our team's most important role is as an advocate for the project: we bring the project's history – goals, vision, requirements, expectations – to the table in dialogue with the contractor or construction manager. Our deep knowledge of the contract documents allows us to serve as a reference for what is intended on the project, and for how it was conceived and coordinated.
- **Support Construction.** We will support the construction process by being readily available to the owner and the contractor, responsive to questions and issues as they arise, and in providing construction administration services that support the construction process with project knowledge, insights, and expertise.



KEY DELIVERABLES: FURNITURE DELIVERABLE

- **Site Observation Reports.** In conjunction with visits to the construction site to observe progress, our construction administration team will prepare and submit site observation reports, including a summary of active work, notes about any issues identified while onsite, and corresponding project progress photographs.
- **Construction Correspondence.** Throughout construction, BKV Group will respond to Requests for Information (RFI), will issue Proposal Requests for any revisions or additions to project scope, will issue Architect's Supplemental Instruction to clarify content within the contract documents, and will review Change Order Requests from the contractor for scope with cost impacts, both adds and deducts.
- **Review of Pay Applications.** Throughout construction, we will review the contractor or construction manager's Applications for Payment, evaluating the listed quantities and values against observed work onsite, and observed stored materials.

- **Punch List and Certificate of Substantial Completion.** Working in collaboration with the contractor or construction manager, we will prepare a punch list of outstanding items, incomplete elements, or damaged items. We will verify and amend the punchlist and sign the certificate of substantial completion.

POST-CONSTRUCTION SERVICES

We will coordinate with the contractor or construction manager for closeout of the construction project, and for follow-up within a year when equipment warranties are still active. Our team will remain accessible to you for questions as you move into and live with your building.

KEY OBJECTIVES:

- **Provide Project Follow-through.** Participate in the construction closeout process, provide availability to the users during the first year of occupation, and provide a post-construction review between nine and twelve months and provide guidance on any deficiencies or on any adjustments to systems operations to ensure the building and systems function as intended.

KEY DELIVERABLES: FURNITURE DELIVERABLE

- **Closeout Services.** We will review final payments, final reports of the commissioning agent and special inspectors, and will provide a digital set of record documents for your use and future reference.
- **Post-Construction Summary.** We will coordinate with you and the contractor or construction manager for a 'one-year' review, attending a site walk at the building, and reviewing systems summaries and utility bills to ensure there are no issues with the building or its efficient operation.
- **Post-Occupancy Survey.** If the project pursues public funding, it will fall under Minnesota's B3 sustainability requirements; it should be noted that while post-occupancy surveys are a requirement for B3, public libraries are not a supported project type, so use of this tool is optional. We have experience in providing our own post-occupancy surveys, which can be a useful validation of project success and value for City leaders and key stakeholders.



PROJECT FUNDING

BKV Group has a history of supporting our clients in pursuit of funding support, including research and analysis of grant options, submission of public grant applications, development of required design phase reports in fulfillment of grant requirements, and coordination with municipal financial advisory firms.

From experience we know that successful grant applications are achieved with thoughtful presentation of project goals, values, and targeted outcomes, and with documentation that demonstrates, in a compelling way, the project's vision and purpose

MDE LIBRARY CONSTRUCTION GRANTS:

The State of Minnesota authorizes public library renovation and construction grants through the Department of Education, in fulfillment of MN Statute 134.45 and 3530.0200. BKV can provide a review of the project's eligibility, establish a recommendation for application amount, and manage the application process, if desired.

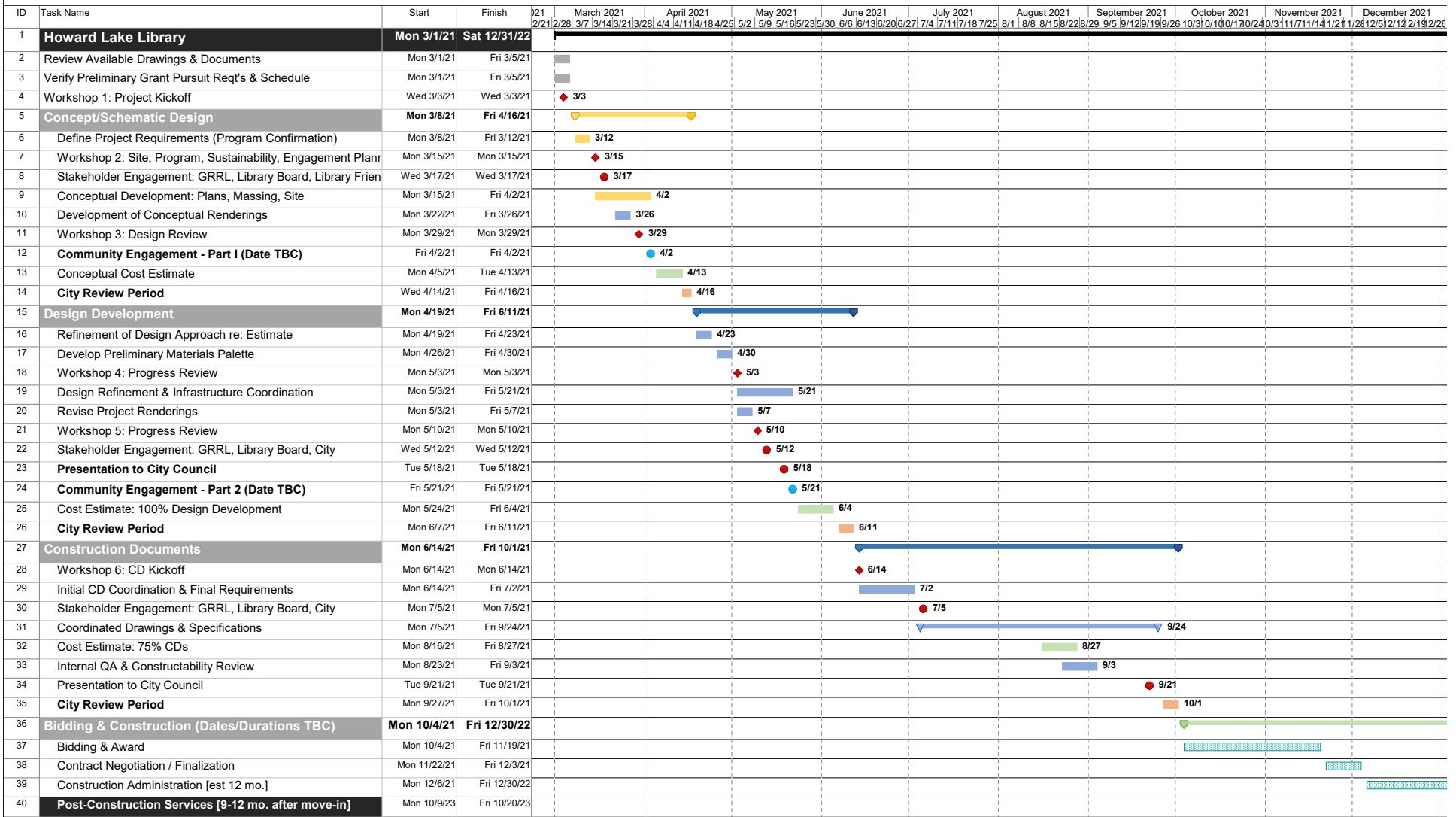
Library grants are competitive, especially when pursued for larger values related to new construction. We can lead a dialogue about evaluating best fit with pursuing a library grant, offer other pathways for consideration of supplementing the project's funding, and discuss the risks associated with relying on external competitive funding

USDA COMMUNITY FACILITIES DIRECT LOAN & PROGRAM

Howard Lake is qualified to pursue the USDA's Community Facilities Direct Loan & Grant program, a program focused on investment in community development at the rural level. We are prepared to work with you to evaluate the two pathways offered by this program: low interest direct loans and grants, and to develop a proposal that is compelling in telling the story and value of relocating the Howard Lake Library.



City of Howard Lake
Howard Lake Library
Preliminary Schedule





KEY DEVELOPMENT

Review of Previous Studies, Available Circulation, and Program Data

Alignment and Verification that Documents Reflect Operational Requirements

Design Team & City Project Team Workshops for Project Visioning and Review of Options [Iterative Cycles]

Milestone Images [Rendered Drawings]

Community & Stakeholder Engagement [Project Vision, Project Approach, Final Vision]

City Project Team & City Council Milestone Review [Progress, Input, & Costs]*

Cost Estimates at Document Milestones

Competitive Public Bid Process

BKV Quality Assurance Reviews

BKV Constructability Review [Prior to Issuance of Bid Documents]

Post-Construction '1-year' Walkthrough [Within Warranty Period]

Collection Analysis and Space Program

Milestone Documents [End of Each Phase]

Products, Materials, Furniture & Equipment [Selections Made Over Time]

*BKV proposes scheduling regular touchpoints throughout the project with the City's project team, which may overlap with periods of community and stakeholder engagement.

FIRM NAME	PRACTICE AREAS	LOCATIONS	OFFICE	CONTACT
BKV Group	Government Housing Hospitality Education Commercial	Chicago Dallas Minneapolis Washington DC	222 N Second St, Suite 101 Minneapolis, MN 55401 612.339.3752	Susan Morgan, AIA, Project Manager 612.248.2278 smorgan@bkgvgroup.com
YEAR ESTABLISHED				
1978				
FIRM EMPLOYEES				
181				



BY THE NUMBERS

- 42** YEARS IN OPERATION
- 180+** EMPLOYEES
- 18** LICENSED ENGINEERS
- 30+** LEED ACCREDITED
- 5** FOCUSED MARKETS
- 4** LOCATIONS
- 65** LICENSED ARCHITECTS
- 200+** AWARDS

BKV GROUP – MUNICIPAL

BKV Group's government team brings participation in more than 150 projects over the course of 42 years. We offer full-service governmental planning, design, and engineering specialties under one roof.

Our experience with all types of municipal facilities including city/village halls, police stations, fire stations, public works, and libraries covers the full spectrum of planning, design and construction administration services for new construction, additions, and renovations.

FIRM QUALIFICATIONS

BKV Group is a full-service architecture, engineering, interior design, landscape architecture and construction administration firm. Over the last 42 years, BKV Group has grown from a sole proprietorship into a diverse partnership with offices in Chicago, Washington DC, Dallas, and Minneapolis, serving clients locally and nationwide.

Collectively, we represent a practice whose expertise is team-focused and offers a client-centered approach to creating architectural solutions. Through our full-service structure, we offer our clients a single source for all aspects of design and construction administration services.

BKV Group is an established leader in five primary practice areas: government, housing, hospitality, education, and commercial. Each practice area is led by BKV Group partners who are nationally recognized leaders in their respective fields.

As a full-service, multi-disciplinary firm of more than 180 professional staff, BKV Group has architects, landscape architects, interior designers, construction administrators, structural, mechanical/plumbing, and electrical engineers, certified code officials, and specification writers all in-house. We provide facility evaluations and space needs analysis, facility options, and full design services from schematic design through construction and close-out.

BKV Group has completed over 35 Public and University Library Projects. Below is a sampling list of our projects.

OVER 35 LIBRARY PROJECTS



Albert Lea City-Wide Master Plan, Albert Lea, MN • **Anoka County Library Johnsville Branch**, New Facility, Blaine, MN • **Anoka County Library Rum River Branch**, New Facility, Anoka, MN • **Cable Namakagen Library**, Cable, WI • **Chesterfield County Public Library**, Ettrick-Matowaca Branch, Petersburg, VA • **Cloquet Assessment and Master Plan**, Cloquet, MN • **Dakota County Galaxie Public Library**, Needs Assessment and Remodeling, Apple Valley, MN • **Dickinson State University Stoxen Library**, Dickinson, ND • **Dyersberg State Community College Learning Resource Center**, Covington, TN • **Fauquier Library**, Mixed Use Feasibility Study, Warrenton, VA • **Forest Lodge Library**, Cable, WI • **Hennepin County Library**, Minnetonka Branch, Minnetonka, MN • **Highland Park Library Expansion**, Pre-Design, Highland Park, IL • **Hudson Area Library**, Hudson, WI • **Iron River Public Library**, Renovation and Idea Study, Iron River, WI • **Lake Elmo Municipal** Space Needs Assessment, Lake Elmo, MN • **Lakefront Library**, Master Plan and Feasibility Study, Hudson, WI • **Jamestown College Library**, Jamestown, ND • **Livingston Lord Library Remodel**, University of Minnesota-Moorhead, Moorhead, MN • **Mary Riley Styles Public Library Addition**, Falls Church, VA • **Melrose Community Library**, New Facility, Melrose, MN • **Owatonna Public Library**, Needs Assessment Study, Addition and Remodeling, Owatonna, MN • **Owatonna Public Library**, Renovation and Idea Study, Owatonna, MN • **Prior Lake Library**, Needs Assessment Study, Prior Lake, MN • **Ramsey County Maplewood Library**, Programming and Feasibility, Maplewood, MN • **Shakopee Public Library**, New Facility, Shakopee, MN • **Scott County System Elko New Market Library**, Programming and Feasibility, Elko New Market, MN • **St. Cloud State Learning Resources Center**, St. Cloud, MN • **St. Paul Public Library Rice Street Branch**, New Facility, St. Paul, MN • **St. Peter Public Library**, New Facility, St. Peter, MN • **St. Paul Public Library Rondo Community Outreach Library**, New Facility, St. Paul, MN • **Tipton County Public Library**, Covington, TN • **Washington County Oakdale Branch Library**, Renovation, Oakdale, MN • **Wadena Wadena City Library**, Feasibility Study and Phased Design, Wadena, MN • **Warrenton Library**, Master Plan Study, Warrenton, VA • **Willmar Public Library**, Needs Assessment and New Facility, Willmar, MN • **Wilson Memorial Library University of Minnesota**, Renovation, Minneapolis, MN



Professional Project Management, Inc.
1858 East Shore Drive
St. Paul, MN 55109

CONTACT:
Douglas L Holmberg
President
dougppm@gmail.com

PPM has an impeccable 28-year record providing thorough, detailed and highly accurate cost estimates to A-E's, Government Agencies, Private Clients and General Contractors.

Our estimates utilize either CSI (16 or 50 Division) or Uniformat systems and are structured such that all Parties can clearly understand where all costs are coming from. In addition, we provide breakout categories for Core & Shell costs, Interior Fit-Up costs, and Renovation / Expansion costs.

Throughout all Concept and Design Phases we continually pursue and propose for consideration VE Options and Add / Deduct Alternates that allow the best opportunity to hit the target budget come Bid Day. We all understand the challenge of predicting the Bid Day outcome. We also all understand the ramifications of missing the Target Budget. Serious attention to

VE / Alternate options "from day one" greatly improves the likelihood of Bid Success.



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Jared-Voge@bolton-menk.com

Our commitment to communities began in 1949 with two hard working Midwesterners—John and Martin's goal was to help communities make progress by listening to what people want, finding the best solutions for their needs, and treating them right. Their legacy lives on. We still want to help, we work hard every day, and we always remember what got us here—we're people helping people. Today, Bolton & Menk, Inc. has more than 550 employees including a professional staff of more than 150 engineers, planners, landscape architects, and surveyors.

We specialize in providing public infrastructure solutions. We take care of our clients by providing the best services and solutions for them. From advocating for our communities to designing their dreams to finding funding; we take pride in our work because we live in these same communities. We believe in the power of face-to-face meetings, friendly conversations, and collaborative decision-making to keep your projects on schedule, within budget, and focused on real, workable solutions.

We promise every client two things: we'll work hard for you and we'll do a good job. We take a personal interest in the work being done around us. At the end of the day, we're Real People offering Real Solutions.



BRUCE SCHWARTZMAN, AIA

PARTNER-IN-CHARGE

Bruce Schwartzman has over 40 years of city, county, and tribal governmental project experience, with an emphasis on law enforcement centers. Bruce brings his extensive experience in design and planning of public facilities. On the majority of his projects he is involved from the early planning process, through design, to owner occupancy—providing continuity from start to finish. Bruce has also been involved in many types of public projects involved detailed scheduling, phasing,

and the coordination of multiple stakeholders. As Partner-in-Charge, Bruce will coordinate communication among the project team and the Client and oversee the project process.

EDUCATION // University of Arizona, Architecture

REGISTRATIONS // Licensed Architect: MN#270266

YEARS OF EXPERIENCE // 40

RELEVANT EXPERIENCE

Howard Lake Public Library Study, Howard Lake, MN – public works, city offices, library, historic city hall, police station

Wadena City Library Feasibility Study and Phased Design, Wadena, MN – renovation, programming, site feasibility, planning, and conceptual design, \$2.1M (est.)

Fridley Civic Campus, Fridley, MN – Municipal, New Construction of City Hall, Police, Fire, Public Works Facilities, 184,300 SF, \$48.8M

Owatonna Public Library, Owatonna, MN – Addition & Historic Renovation, 8,200 SF existing, 15,000 addition

Albert Lea City-Wide Facilities Assessment & Master Plan, Albert Lea, MN - programming, existing conditions assessment, and site feasibility for new 28,100 SF fire station (6 bays, 5 bunks), 22,300 SF police station (33 sworn, 2 civilian), 88,300 SF public works, 19,300 SF library, 23,500 SF city hall, airport, PSAP, pool house, community center, ice arena, and park shelter

Forest Lake Public Works and Municipal Facilities Master Plan, Forest Lake, MN – Master Plan for City Hall, Fire Station, Police Station, Library, and Public Works

Lake Elmo Municipal Space Needs Assessment, Lake Elmo, MN - existing conditions, site assessment, and master planning for 23,000 sf combination fire station (6 bays, 6 bunks), city hall, library, and public works

Cloquet Facilities Assessment and Master Plan, Cloquet, MN – programming, existing conditions assessment, and site feasibility for new 28,600 SF fire station (14 bays, 9 bunks), 24,200 SF police station (27 sworn, 4 civilian), 47,500 SF public works, 19,000 SF library, and 11,400 SF city hall

Carroll County Public Safety Training Center, Phase II, Carroll County, MD* - Master Planned Phased Development for Academic Instruction, Physical Training, Driver and Firearms Training, Library, and Media Production

Emily City Hall & Police Department, Emily, MN - Feasibility Study, Remodel, 13,500 SF, \$560,000

Inver Grove Heights City Hall & Police Station, Inver Grove Heights, MN – Addition & Renovation, 68,000 SF, \$12.7M

Shakopee New City Hall, Shakopee, MN – New Construction, 21,000 SF existing, \$8.5M budget

West Fargo City Hall and Police Station, West Fargo, ND – Addition & Renovation, 45,000 SF, \$8.8M

Mahtomedi City Hall and Fire Department Needs Assessment, Mahtomedi, MN – programming, existing conditions assessment, site feasibility, planning, and conceptual design for new 16,000 SF fire station (3 bays, volunteer) and city hall

West St. Paul Facilities Needs Assessment, West St. Paul, MN – City Hall, Police Station

Lockport Facilities Condition Assessment, Lockport, IL – Facility condition assessment and ADA study of City Hall, Police Department and Public Works Administration Facility

Plymouth City Hall and Public Safety Building, Plymouth, MN - master plan, addition and renovation, 68,850 SF, \$10.8M



SUSAN MORGAN, AIA, LEED AP BD+C

PROJECT MANAGER/ LIBRARY PLANNER & DESIGNER

Over the course of 16 years, Susan has established strong working relationships with clients by resolving the unique complexities each project and context presents. She has worked as a project architect, project manager, and designer within a range of building types – from libraries, to academic buildings, at a range of scales. Susan balances vision, performance, and budget to create a responsive, integrated design solution.

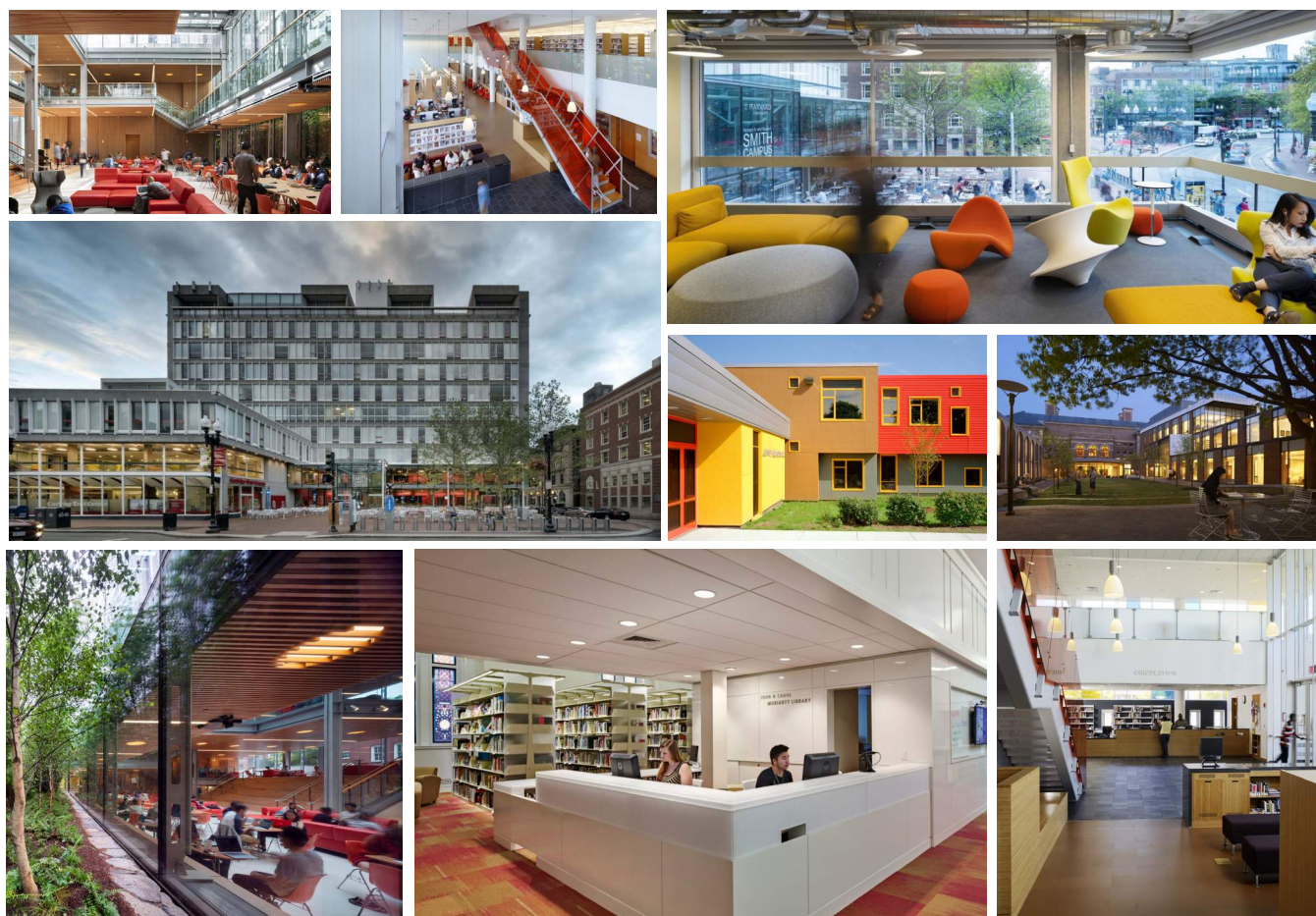
Susan's work is informed by her personal passion for learning, which she has nurtured as a current co-chair of the AIA Higher Ed subcommittee for the Committee on Architectural Education, by teaching graduate level architecture courses for 14 years at the Boston Architectural College, and consistently providing presentations and jurying awards for organizations like Learning by Design, IMPACT, and AIA local chapters.

EDUCATION // Master of Architecture, Massachusetts Institute of Technology (MIT); Bachelor of Science in Architecture, Washington University in St. Louis

REGISTRATIONS // Licensed Architect: MA #50035

YEARS OF EXPERIENCE // 16

RELEVANT EXPERIENCE



*Experience prior to BKV Group

Howard Lake Public Library Study, Howard Lake, MN – 2-story, 6,132 SF, space needs assessment, planning, programming, cost estimation. BKV Group executed a detailed library study that included detailed collection, program, and furnishings analysis, an evaluation of the cast-in-place concrete structure's capacity for expansion, code compliance upgrades, and energy efficiency. Subsequent to this, BKV Group was asked to study relocation of the library to a public park closer to downtown Howard Lake.

Mary Riley Styles Public Library, Falls Church, VA – addition & renovation, 2-story, 24,600 SF, 6,600 SF addition, 18,000 SF renovation, \$5M budget. BKV Group was commissioned to provide programming confirmation, design, and construction administration services for the addition and renovation to Mary Riley Styles Public Library. The two-story addition adds 6,600 SF of space to the 18,000 SF existing facility. The project will be constructed via the Construction Manager At Risk (CMAR) delivery method, with a construction budget of \$5M, inclusive of all CMAR fees and escalation to the mid-point of construction.

Wadena City Library Feasibility Study and Phased Design, Wadena, MN – renovation, programming, site feasibility, planning, and conceptual design, 1,169 SF, \$2.1M (est). After a couple facility studies and the development of an adaptive reuse strategy for a two-level library, the Howard Lake brought BKV Group back a year later to revisit the project approach. BKV Group performed a detailed program analysis and proposed a Phase I strategy for relocating the library into the bank building for near-term use of the first floor only. This strategy still allows for growth of all collections and the ability to execute future Phase II renovation scope with minimal changes to work implemented during this first phase.

Maplewood Pre-Design Study, Ramsey County Library, MN* - Assessment of existing 21,000 SF open-plan library for acoustics and operations, with development of pre-design planning options resolving issues. Included detailed acoustics, collections, and operational analysis. Design solutions provided distinct collections areas, building modifications to control sound, and greater opportunities for staff to be accessible to patrons.

Clark Pleasant Branch Feasibility Study, Johnson County, IN* - Development of 20,000SF test-fit options for proposed site to relocate and expand existing branch library including new system-wide maker space. Included space-use planning and cost projections for design, construction, furniture, and equipment. Estimated construction cost: \$12.8 million. Services 2018. Completed 2018.

Fayetteville Public Library Expansion, Fayetteville, AR* - 187,000 SF renovation/expansion doubling children and youth services, with an innovation center, teaching kitchen, and a 700-seat multipurpose room. \$33.8 million.

Facilities Master Plan, Ramsey County Library, MN* - Detailed facilities and operations assessment of 7-branch system, including collection and space-use analysis and multi-lingual community engagement process.

Building Analysis Plan, Johnson County Public Library, IN* - System-wide facilities assessment for a five-branch system, including central administration building. Recommendations for operations, reconfiguration, innovative service delivery and phased construction.

Lunder Arts Center, Lesley University* - Construction of a 74,000 SF, \$34 million studio arts facility for photography, printmaking, animation, and computer design. The LEED Gold project includes a public art gallery, exhibition space, art library, and administrative offices, and required the relocation and adaptive reuse of a national historic register listed 19th-century church. Services 2013-2015. Completed 2015.

Life Safety and Accessibility Upgrades, Boston University Law Library, MA* - Whole-building life safety and accessibility upgrades to a 30,000 SF law library as part of overall law complex renovation. Work included creation of construction details to match mid-century modern design. Project included including finish, lighting fixture, and signage replacement. Services 2012-2015. Completed 2015.

Brown Research Library Addition and Renovation, Maine Historical Society, ME* - \$9.5 million renovation of a 9,000 SF library listed on the National Historic Register, and creation of a 13,000 SF addition to house compact storage and technical services. Included creation of period-appropriate millwork and light fixtures, and reconstruction of a historic landscape garden. Services 2007-2009. Completed 2009.

Edgartown Free Public Library, Martha's Vineyard* - Conceptual and schematic design for a 21,600 SF renovation and expansion of a 1904 Carnegie Library building within the Edgartown Historic District, including adaptive reuse of an adjacent historic home as library administration offices. Estimated cost \$12 million (unbuilt). Services 2004-2006. Completed 2006 (unbuilt).

*Experience prior to BKV Group



MICHAEL HEALY, AIA

SENIOR PROJECT ARCHITECT

Michael is a skilled technical design professional with more than 10 years of experience on a variety of projects including police, city hall, fire and county government facilities. Michael has a thorough understanding of the operational needs and spatial requirements for law enforcement facilities and their building assemblies. Michael works closely with the entire project team and stakeholders to ensure the project is functional, on budget, and ultimately responds to the client's goals and operational needs.

EDUCATION //

Bachelor of Science,
Architecture;
Minor, Construction
Management,
University of
Minnesota,

REGISTRATIONS //

Licensed Architect:
MN #55378

YEARS OF EXPERIENCE //

10

RELEVANT EXPERIENCE

Howard Lake Public Library Study, Howard Lake, MN – public works, city offices, library, historic city hall, police station

Wadena City Library Feasibility Study and Phased Design, Wadena, MN – renovation, programming, site feasibility, planning, and conceptual design, \$2.1M (est.)

MNCSU Moorhead - Livingston Lord Library, Moorhead, MN – renovation, 130,000 SF, \$11M

Minnetonka City Hall & Community Center, Minnetonka, MN – interior renovation

Cloquet Facilities Assessment and Master Plan, Cloquet, MN

– programming, existing conditions assessment, and site feasibility for new 28,600 SF fire station (14 bays, 9 bunks), 24,200 SF police station (27 sworn, 4 civilian), 47,500 SF public works, 19,000 SF library, and 11,400 SF city hall

Owatonna Public Library, Owatonna, MN

– addition & historic renovation, 8,200 SF existing, 15,000 SF addition



MARGARET LAFFERTY, NCIDQ, CID

SENIOR INTERIOR DESIGN

Margaret is a proficient and skilled designer with extensive work experience in government, county, and city interior design and planning. She communicates with clients to develop programming and comprehensive concepts while exploring creative space planning solutions, finish and furnishing selections; and produces drawings, documents, and renderings to portray the intent of the interior spaces.

EDUCATION //

Bachelor of Science,
Interior Design, Brown
College, Minnesota

REGISTRATIONS //

NCIDQ #33996; CID:
MN #C0248

YEARS OF EXPERIENCE //

10

RELEVANT EXPERIENCE

Howard Lake Feasibility Study, Howard Lake, MN – public works, city offices, library, historic city hall

Mary Riley Styles Public Library, Falls Church, VA - addition & renovation, 2-story, 6,600 SF addition, \$5.2M budget

Wadena County Courthouse, Wadena, MN - remodel & addition, 3,800 SF, \$476K

Owatonna Public Library, Owatonna, MN - addition & historic renovation, 8,200 SF existing, 15,000 SF addition

Fridley Civic Campus, Fridley, MN

– Programming, planning, design, documentation, and CA for new 24,770 SF fire station (6 bays, 8 bunks, volunteer), police station (1 sworn, 1 civilian), public works, and city hall, 184,300 GSF, \$48.8M

Minnetonka City Hall & Community Center, Minnetonka, MN

– interior renovation

Plymouth City Hall and Public Safety Building, Plymouth, MN

– interior renovation



CHAD KURDI, PE

PARTNER/SENIOR ELECTRICAL ENGINEER

Chad has 27 years of experience in the electrical industry, and he brings in-depth understanding of electrical to each of his projects. Over the years, he has worked as an electrical engineer, electrician, electrical trainer, and manager. His electrical engineering experience includes drafting, designing, and specifying and analyzing electrical engineering projects for law enforcement facilities, hospitals, data centers, sport arenas, and commercial buildings.

EDUCATION //

Master of Education,
University of
Minnesota; Bachelor
of Electrical
Engineering, Birzeit
University

REGISTRATIONS //

Professional Engineer: MN
#42678

YEARS OF EXPERIENCE //

27

RELEVANT EXPERIENCE

Mary Riley Styles Public Library, Falls Church, VA - addition & renovation, 2-story, 6,600 SF addition, \$5.2M budget

Wadena City Library Feasibility Study and Phased Design, Wadena, MN - renovation, programming, site feasibility, planning, and conceptual design, \$2.1M (est.)

Albert Lea City-Wide Facilities Assessment & Master Plan, Albert Lea, MN - Facilities Assessment and Master Plan of Airport, City Hall, Library, Fire, Police, PSAP, Public Works, Pool House, Community Center

Lake Elmo Municipal Space Needs

Assessment, Lake Elmo, MN - Existing conditions, site assessment, and master planning for 23,000 SF combination Fire Station (6 bays, 6 bunks), city hall, library, and public works



ALEX SAWKA, PE

SENIOR MECHANICAL ENGINEER

Alex is skilled in offering innovative mechanical design solutions to projects. He is a highly motivated and resourceful individual who interacts productively with people from diverse backgrounds. Alex is a conscientious team player with excellent problem solving and troubleshooting skills, able to design innovative solutions that promote maximum efficiency while requiring minimal maintenance. He has experience with projects in many different housing markets, including multi-housing, student housing, and hospitality.

EDUCATION //

Bachelor of Science,
Mechanical
Engineering, University
of Minnesota

REGISTRATIONS //

Professional Engineer:
MN #53200

YEARS OF EXPERIENCE //

16

RELEVANT EXPERIENCE

Mary Riley Styles Public Library, Falls Church, VA - addition & renovation, 2-story, 6,600 SF addition, \$5.2M budget

Fridley Civic Campus, Fridley, MN - Municipal, New Construction of City Hall, Police, Fire, Public Works Facilities, 184,300 SF, \$48.8M

Albert Lea City-Wide Facilities Assessment & Master Plan, Albert Lea, MN - Facilities Assessment and Master Plan of Airport, City Hall, Library, Fire Station, Police Station, PSAP, Public Works, Pool House, Community Center, Ice Arena, and Park Shelter

Winona County Office Building, Winona, MN - renovation, 9,500 SF, \$750

Rochester North Police Station & Service Center, Rochester, MN - \$22M, 61,000 GSF

Plymouth City Hall and Public Safety Building, Plymouth, MN - master plan, addition and renovation, 68,850 SF, \$10.8M

Plymouth City Hall Lower Level Renovation, Plymouth, MN



KYLE OLSON, PE MLSE

SENIOR STRUCTURAL ENGINEER

Kyle is responsible for performing and directing others in the design, evaluation, and retrofit of metal, concrete, masonry, and wood structures. Kyle has design experience in the following industries: affordable housing, education, energy, food, government, industrial, senior living, and student housing. Duties include preparation of engineering studies, design documents, building and support structure layouts, technical correspondence, engineering and construction cost estimates, and construction bid documents. He is also responsible for supervision of design personnel, final project checking, and communication with clients pertaining to design and construction issues.

EDUCATION //

Bachelor of Civil Engineering, University of Minnesota

REGISTRATIONS //

Professional Engineer: MN #48667

YEARS OF EXPERIENCE //

14

RELEVANT EXPERIENCE

Mary Riley Styles Public Library, Falls Church, VA - addition & renovation, 2-story, 6,600 SF addition, \$5.2M budget

Wadena City Library Feasibility Study and Phased Design, Wadena, MN - renovation, programming, site feasibility, planning, and conceptual design, \$2.1M (est.)

Fridley Civic Campus, Fridley, MN - Municipal, New Construction of City Hall, Police, Fire, Public Works Facilities, 184,300 SF, \$48.8M

Lockport Facility Condition Assessment, Lockport IL - Conditions Assessment for Police Station, Public Works Building, and City Hall

Shakopee City Hall, Shakopee, MN - Study and New Facility, 21,000 SF

Independence City Hall, Independence, MN - pre-design study, 14,719 GSF, est. 2021

Albert Lea Public Works, Albert Lea, MN - Public Works Facility, Remodel, 6,200 SF, \$1.4M



BRADY HALVERSON, ASLA, RLA

SENIOR LANDSCAPE ARCHITECT

Brady's work includes a broad range of project types including site design, master planning, corridor and transit-oriented development studies, comprehensive and redevelopment planning and process facilitation, and new town planning for both public and private clients. A common thread in all of Brady's work is an emphasis on sustainability and creation of meaningful places that offer unique design solutions specific to each client's needs.

EDUCATION //

Master of Landscape Architecture, University of Minnesota;
Bachelor of Arts, Journalism, University of Wisconsin, Madison

REGISTRATIONS //

Professional Landscape Architect: MN #41727

YEARS OF EXPERIENCE //

16

RELEVANT EXPERIENCE

Fridley Civic Campus, Fridley, MN - Municipal, New Construction and Addition of City Hall, Police, Fire, Public Works Facilities, 184,300 SF, \$48.8M

Highland Park Library Expansion, Highland Park, IL - Renovation

Albert Lea City-Wide Facilities Assessment & Master Plan, Albert Lea, MN - Facilities Assessment and Master Plan of Airport, City Hall, Library, Fire, Police, PSAP, Public Works, Pool House, Community Center

Plymouth City Hall and Public Safety Building, Plymouth, MN - Master Plan, Addition and Renovation, 68,850 SF, \$10.8M

Shakopee City Hall, Shakopee, MN - Study and New Facility 21,000 SF

Settlers Ridge Senior Apartments, Inver Grove Heights, MN - Senior Housing, New Construction Shakopee City Hall Study & New Facility, Shakopee, MN



LARRY FARRIS, CBO

CODE SPECIALIST

As dedicated part of our Construction Administration team, Larry brings the expertise of a Certified Building Official and a Certified Building Inspector. Larry has a solid background in commercial and residential construction methods. As a Certified Code Specialist, Larry closely monitors BKV Group's projects with his extensive knowledge in both national and state wide building codes and enforcement practices. Larry is also a Certified Plumbing Inspector & Certified Mechanical Inspector. Quality assurance control in design and field aspects of construction is critical in Larry's role on BKV Projects.

EDUCATION //

Certificate of Completion, Building Inspection Technology, Butte College, CA

REGISTRATIONS //

Certified Building Official: MN, #B0002653

YEARS OF EXPERIENCE //

29

RELEVANT EXPERIENCE

Mary Riley Styles Public Library, Falls Church, VA – addition & renovation, 2-story, 6,600 SF addition, \$5.2M budget
Fridley Civic Campus, Fridley, MN – Municipal, New Construction and Addition of City Hall, Police, Fire, Public Works Facilities, 184,300 SF, \$52M

Shakopee New City Hall, Shakopee, MN – New Construction, 21,000 SF existing, \$8.5M budget

West Fargo City Hall and Police Station, West Fargo, ND – Addition & Renovation, 45,000 SF, \$8.8M

MNSCU Moorhead - Livingston Lord Library, Moorhead, MN – Renovation, 130,000 SF, \$11M

Plymouth Public Library, Hennepin County, Plymouth, MN*



DOUG HOLMBERG, PE, CPE, MBA

COST ESTIMATOR

Doug is a Registered Professional Construction Cost Estimator, one of only a few in the state of Minnesota with this designation. He is also past President of the American Society of Professional Estimators, MN chapter. Doug's services range from preliminary budgeting and planning to serving as an Owners Authorized Construction Manager to oversee and coordinate an entire project from conceptual design through construction.



EDUCATION //

Master of Business Administration, St. Thomas University;
 Bachelors of Science, Civil Engineering, University of Wisconsin-Platteville

REGISTRATIONS //

Professional Engineer: WI #E-22230

YEARS OF EXPERIENCE //

42

RELEVANT EXPERIENCE

Dakota County Heritage Library and License Center, Lakeville, MN – renovation and expansion, 24,136 SF, \$3.8M

Rice Lake Public Library, Rice Lake, WI – renovation and expansion, 20,860 SF, \$2.8M

Eagan City Hall and Police Station, Eagan, MN – renovation and expansion, 51,732 SF, \$8.8M

Apple Valley Municipal Center City Hall, Apple Valley, MN – renovation, 11,181 SF, \$1M

Oakdale City Hall, Oakdale, MN – renovation

Maplewood City Hall and Police Station, Maplewood, MN – renovation and expansion, 24,526 SF, \$2.9M

Albert Lea City-Wide Facilities Assessment & Master Plan, Albert Lea, MN – programming, existing conditions assessment, and site feasibility for new 28,100 SF fire station (6 bays, 5 bunks), 22,300 SF police station (33 sworn, 2 civilian), 88,300 SF public works, 19,300 SF library, 23,500 SF city hall, airport, PSAP, pool house, community center, ice arena, and park shelter



**BOLTON
& MENK**

Real People. Real Solutions.

EDUCATION //

Bachelor of Science,
Civil Engineering,
South Dakota State
University

REGISTRATIONS //

Professional Engineer,
Minnesota, 200r

YEARS OF EXPERIENCE //

JARED VOGUE, P.E.

PRINCIPAL ENGINEER

Jared enjoys working with our staff and meeting with our clients to make their projects a reality. Jared began his engineering career in 2002. As a project manager, he manages projects requiring extensive coordination efforts, successfully meets aggressive project schedule requirements, and manages project-related public relations and community involvement efforts. He also assists our clients in seeking and acquiring state and federal project funding.

RELEVANT EXPERIENCE

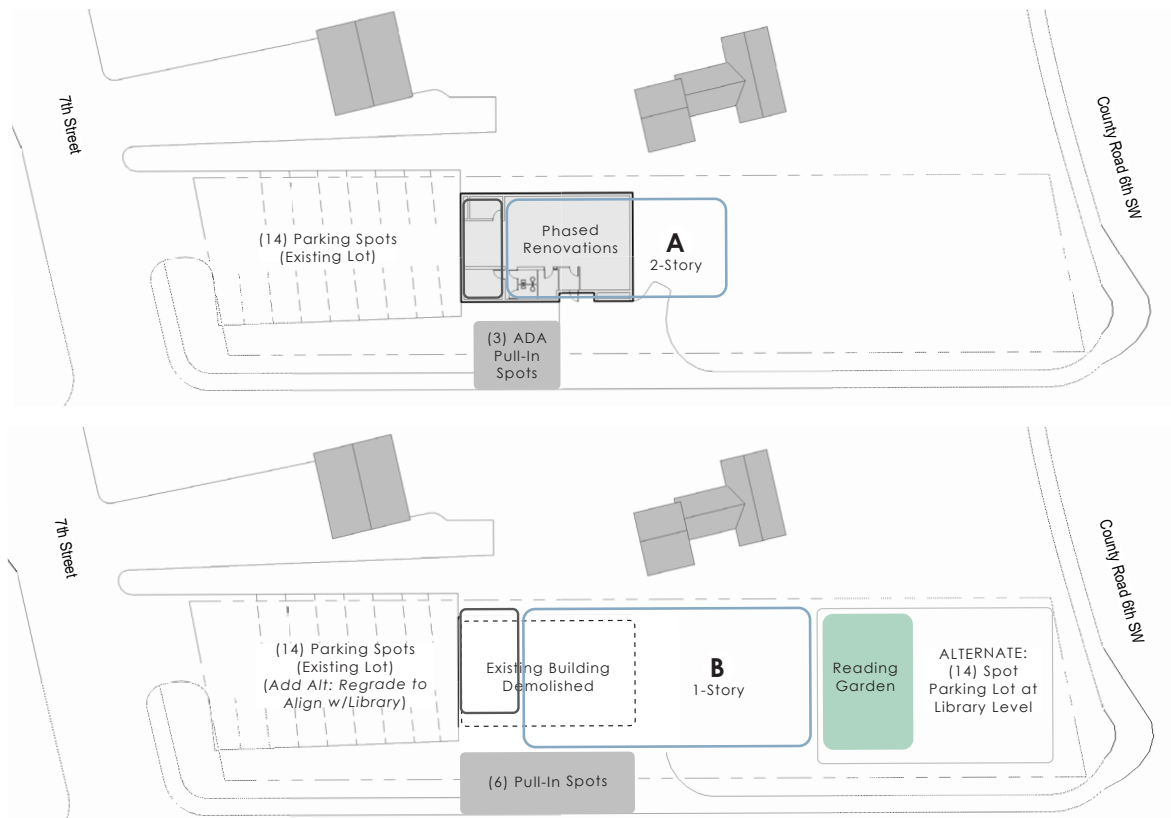
Howard Lake Public Library Study, Howard Lake, MN – 2-story, 6,132 SF

Recreational Facility, Annandale ISD 876, Annandale, MN – Annandale School District 876's aging athletic facilities no longer met community needs. Bolton & Menk worked with the city and school district to develop a creative vision, funding options, and site plan for recreation facilities that would serve both the district and community at large. Jared led the delivery of the Annandale ISD 876 Recreational Facility project from concept through project completion.

Wastewater Regionalization Facility, Cities of Annandale/Maple Lake/Howard Lake, MN – The Cities of Annandale, Maple Lake, and Howard Lake partnered to create a Wastewater Treatment Commission with one centralized facility. Bolton & Menk completed the wastewater facility plan, design, project funding assistance, and construction services for this project. Jared was responsible for stormwater and site grading design for the project. Lakeside Park Improvements, City of Big Lake, MN

Lakeside Park Improvements, City of Big Lake, MN – Adjacent to Big Lake and TH 10, the City wanted to install park amenities including grading, trails, lighting, and storm sewer improvements to facilitate the accessibility to their existing park. Bolton & Menk provided the planning, design, and construction oversight on these improvements. Jared provided the leadership, oversight and design for these improvements.

Robbins Island Regional Park Improvements, City of Willmar, MN – Many enhancements have been made to Robbins Island Regional Park in recent years. The parking lots serving the park had deteriorated and didn't function well to serve the many visitors who frequent the park for various events. Bolton & Menk developed a plan to improve traffic circulation and parking accommodations to better serve park-goers. Jared was responsible for site design and overall project coordination.


CLIENT

City of Howard Lake & Howard Lake Library

SIZE

6,132 SF

COMPLETED

June 2020

SERVICES

Space Needs Assessment, Planning, Programming, Cost Estimation

HOWARD LAKE PUBLIC LIBRARY STUDY

HOWARD LAKE, MINNESOTA

Following a 2018 municipal space needs assessment, which included the library, BKV Group executed a detailed library study for Howard Lake's 1979, two-story facility. Work included detailed collection, program, and furnishings analysis, an evaluation of the cast-in-place concrete structure's capacity for expansion, code compliance upgrades, and energy efficiency. Project deliverables included site plan diagrams for tiers of investment, from modest expansion to combined renovation/expansion, to full building demolition and replacement with a one-story structure, and projected cost estimates for each scheme. Subsequent to this, BKV Group was asked to study relocation of the library to a public park closer to downtown Howard Lake.

In collaboration with the City of Howard Lake and Howard Lake Library, BKV provided planning services at two points: first, providing detailed facility assessment as part of a municipal facilities study, and second, as part of a more detailed review of the library's existing two-story building, to determine pathways for renovation and expansion to meet operating and regional library system requirements. The effort included a review of existing building structural capacity and limitations, evaluation of building massing to provide the greatest equitable access to resources and efficiency of operations, and a detailed program assessment of each collection, common, and support space. Programming also included a dialogue with the City and the regional library system about system-wide expectations for program alongside industry standards for service area in relation to the City's service targets.


CLIENT

City of Falls Church

SIZE

24,600 SF

COMPLETED

May 2021 (est.)

SERVICES

Project Management, Planning, Programming, Architecture, Interior Design, M/E/S/, Engineering, Construction, Administration, Landscape Architecture, Code Review

MARY RILEY STYLES LIBRARY

FALLS CHURCH, VIRGINIA

The Mary Riley Styles Public Library is an important and long-standing institution within the City of Falls Church. The City's Public Library system has been in place since 1899, but the current building was not constructed until 1957. A major renovation/expansion was completed in 1993, but at 18,000 SF, the current building was over capacity and in need of additional space to accommodate the constant population growth in the area.

BKV Group was commissioned to provide programming confirmation, design and construction administration services for the addition and renovation to Mary Riley Stiles Public Library. The two-story addition along Northern Virginia Street adds 6,600 SF of space to the existing facility. The entrance to the building was relocated to Park Avenue and BKV Group develop the exterior site improvements design with the City as they developed the street scape development plan for Park Avenue creating a "City Center" connecting the Library, City Hall and the community center.

The project will be constructed via the Construction Manager At Risk (CMAR) delivery method, with a construction budget of \$5,245,000.00, inclusive of all CMAR fees and escalation to the mid-point of construction.

With the project opening this spring, BKV Group has also provided a detailed analysis of safe reopening, with diagrams outlining near-term adjustments to operations and furniture to support the health and wellness of patrons and staff during the time of COVID-19.



CLIENT

City of Wadena

SIZE

7,277 SF

COMPLETED

2021-2022 (est.)

SERVICES

Feasibility Study, Space Planning, Programming, Design, Bid Documents, Construction Administration

WADENA CITY LIBRARY FEASIBILITY STUDY AND PHASED DESIGN

WADENA, MINNESOTA

With a dated and overcrowded library building BKV Group and the City of Wadena explored a series of options for expansion through a facility study, ultimately purchasing a no longer used bank building just two blocks from the current library. With over 50% more space than the current building, the library hired BKV Group to explore the planning opportunities possible in that location. BKV Group developed an adaptive reuse strategy for a two-level library, including new elevator and open stair, strategic expansions, and site redevelopment to provide a reading garden. The design team presented three options utilizing more or less of the lower level of the building and exploring the opportunities for additions and site modifications. Some of the main project goals included flexible reconfigurable furniture layouts, a welcoming and flexible teen area, and engaging and activated children's area, meeting and flex rooms, a reading lounge, improved vertical circulation and a 'maker' space. Ultimately the library board and City Council recommended proceeding with a concept plan that opens the lower level to the first floor allowing for greater opportunity for patron engagement and a more library specific spatial use.

Revisiting the project approach a year later, in light of available budget, BKV performed a detailed program analysis and proposed a Phase I strategy for relocating the library into the bank building for near-term use of the first floor only. This strategy still allows for growth of all collections, separate children's, teens, and adult spaces, a net increase in reading and study areas, a new maker space, a 50-person flexible meeting room, and the ability to execute future Phase II renovation scope with minimal changes to work implemented during this first phase.



CLIENT

City of Fridley

SIZE

184,300 SF

COMPLETED

October 2018

SERVICES

Project Management, Master Planning, Programming, Design, Documentation, Architecture, Interior Design, Mechanical, Electrical, and Structural Engineering, Landscape Architecture, Specifications, Code Review, Construction Administration

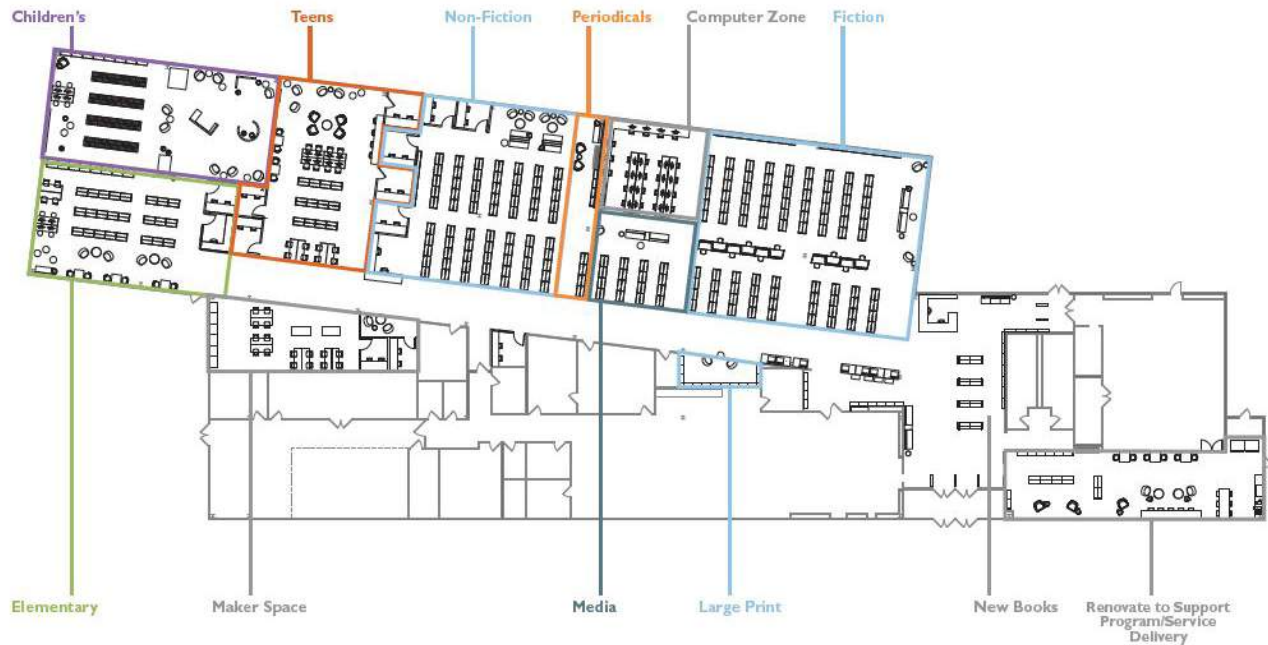
FRIDLEY CIVIC CAMPUS

FRIDLEY, MINNESOTA

Across University Avenue from the City of Fridley's Community Park, and directly west of the wooded trails of Locke Park and Rice Creek, stands the recently completed Fridley Civic Campus. This municipal improvement project features a new City Hall / Public Safety facility and Public Works facility, organized around a central water feature and shared plaza. The civic campus will be a central feature in a larger project currently called the Columbia Arena Redevelopment.

The City Hall includes administrative offices, public service counters with adjacent breakout conference rooms, community-use space, and a showpiece council chambers.

The police and fire facility is located across the lobby from the City Hall. A separate public lobby, Records, police administration, investigations, and patrol spaces are all located on the first floor. The lower level contains a squad garage, a small holding facility with attached vehicle sallyport, evidence processing and storage area, and a five-lane firing range. On the second floor, an EOC/training room and fitness room are accessible for employees.



CLIENT

City of Maplewood

SIZE

21,000 SF

COMPLETED

On hold

SERVICES

Collection Analysis, Existing Facility Assessment, Space Programming, Conceptual Design

MAPLEWOOD PRE-DESIGN STUDY, RAMSEY COUNTY LIBRARY

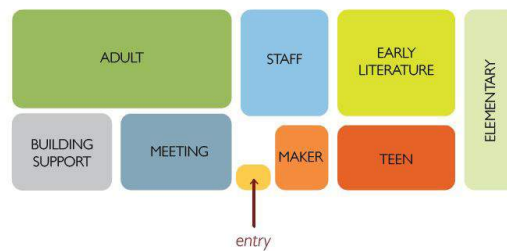
MAPLEWOOD, MINNESOTA

Pre-design for renovations to a 21,000 SF open-plan library to improve acoustics, enhance entry and arrival, re-organize collection areas to provide dedicated teen and elementary collection and reading areas, provide additional study rooms, and improve line-of-sight and access for service and reference points.

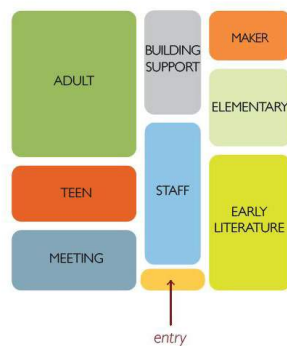
The pre-design study explored a range of planning options weighted towards different operational priorities: some that privileged easy in/out for adults with new books and holds, others that offered a greater separation and distinction between the active, noisy children's area with spaces for adult collections, study, and reading areas. All options increased the variety and type of reading and study areas for each collection to ensure patrons can find the right place for their needs. Estimated construction cost \$2.1 Million. Services in 2018 with MSR Design.

Experience of Susan Morgan prior to BKV*

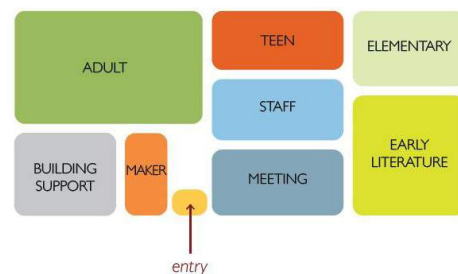
Option 1:
Distributed support spaces separate adult and children's collection areas



Option 2:
Consolidated support spaces create adult and children's 'wings'



Option 3:
Distinct adjacencies between collection areas encourage connections between age groups



CLIENT

City of New Whiteland

SIZE

20,000 SF

COMPLETED

2018

SERVICES

Collection Analysis, Site Assessment, Space Planning

CLARK PLEASANT BRANCH FEASIBILITY STUDY

NEW WHITELAND, INDIANA

Development of test-fit options to relocate and expand a branch library to 20,000 SF, including new system-wide maker space and dedicated community room. Included space-use planning and cost projections for design, construction, furniture, and equipment.

Within an earlier apprehensive study of all of the library's branches, this location was identified as a critical priority for a near-term investment, because of its centralized location, and it targeted function as a community maker space for use by all library patrons. When a new site became available, the design team was tasked with evaluating how a new structure might be planned, providing a contemporary library layout that would accommodate after-hours use of the community room. Our goal with the options was to explore the broadest number of spatial and operational configurations, to allow a dialogue with library staff and key stakeholders about project priorities for patron experience and staff operations. Estimated construction cost: \$12.8 Million. Services in 2018 with MSR Design.

Experience of Susan Morgan prior to BKV*



The BKV Group team's compensation goals are to establish fees that fair and appropriate for the professional services required. Our objective is to provide excellent services for reasonable fees

Proposed Fee	
Schematic Design - Contracts Documents	\$103,378.30
RFP Add Alt 1: Bidding & Negotiation	\$5,443.30
RFP Add Alt 2: Construction Administration	\$23,880.41
Total Not-to-Exceed Design Team Fee	\$132,702.00

Optional Additional Services: <i>values listed are valid through the duration of CD's</i>		
Construction Site Staking - Bolton & Menck	\$1,700.00	
FF&E Expanded Services Option 1 - BKV Group	\$6,500.00	See Note 1
FF&E Expanded Services Option 2 - BKV Group	\$2,500.00	See Note 2
Social Pinpoint Digital Engagement Platform	\$1,440.00	See Note 3
Additional Renderings - BKV Group	\$350 per view	

Note 1: Work with pre-selected dealer, coordinate finishes, incl (1) presentation to owner. Assumes dealer provides actual selection and specification.

Note 2: Includes BKV-recommended "look and feel" vision to coordinate with architectural design. Also includes (1) additional presentation and also the services outlined in FF&E Option 1.

Note 3: Social Pinpoint is a dynamic web-based engagement platform that offers, within a single webpage, the ability to provide project information, a survey, images of proposed planning options that can be marked up by respondents with digital Post-It notes, and a community idea board for general thoughts and input. An example of this can be viewed and interacted with at the following link: <https://zan.mysocialpinpoint.com/rosevilleciviccampus>

In addition to these fees would be reimbursable expenses, which would include industry standards cost such as internal and city provided printing, travel and shipping. Our proposed estimate for these costs is \$3,500. BKV handles reimbursable expenses as a maximum, not-to-exceed amount and we will only invoice for the actual amount incurred with no overhead or profit markups applied.

Our reimbursable rates are:

- Mileage at \$0.575 / mile
- Color Prints are \$1.00 / copy
- Black & White Prints
 - \$0.15 for 8 ½ x 11
 - \$0.30 for 11 x 17
 - \$0.25 / SF for large format printing

We would urge the committee to select your team based on experience and qualifications. The fee analysis is based on the project scope as we understand it from the RFP as well as our knowledge and experience with the level of service our team will provide for these types of projects. Our first task in working with the City of Howard Lake will be to meet to make sure our assumptions for the schedule, project and scope align with the City's expectations and goals. The objective is to find a balance of fee and scope that best supports the project, the project teams, and the City's fiscal objectives.

STAFF BILLING RATES

Firm	Discipline	Title	Hourly Rate
BKV Group	Architecture	Partner-In-Charge	\$250.00
BKV Group	Architecture	Senior Project Manager	\$200.00
BKV Group	Architecture	Senior Project Architect	\$140.00
BKV Group	Interior Design	Senior Interior Designer	\$125.00
BKV Group	Mech/Plumbing Engineering	Senior Mechanical Engineer	\$215.00
BKV Group	Mech/Plumbing Engineering	Mechanical EIT	\$130.00
BKV Group	Electrical Engineering	Senior Electrical Engineer	\$215.00
BKV Group	Electrical Engineering	Electrical EIT	\$120.00
BKV Group	Structural Engineering	Senior Structural Engineer	\$215.00
BKV Group	Structural Engineering	Structural EIT	\$130.00
BKV Group	Specifications	Senior Specifications Writer	\$180.00
BKV Group	Construction Administration	Construction Administrator II	\$135.00
Bolton & Menck	Civil Engineering	Principal Engineer	\$185.00
PPM Cost Consulting	Cost Estimation	Cost Estimator	\$120.00



CONFLICT OF INTEREST STATEMENT

Bolton & Menk, Inc. serves as consulting city engineer for the City of Howard Lake. The consultant's general familiarity with the community and area is deemed to be beneficial in facilitating the efficient and well-informed completion of the required services. The nature of the services to be completed for this contract is not anticipated to be averse to the interests of the city or its partners to create a potential conflict. General city planning and engineering services for the city are directed and performed by consultant staff (Josh Halvorson) not the personnel assigned to this contract (Jared Voge). Hence, no potential conflict is known or anticipated because of this contract.

CONTACT:

SUSAN MORGAN

PROJECT MANAGER

612.248.2278

SMORGAN@BKVGROUP.COM



ENRICHING LIVES AND STRENGTHENING COMMUNITIES

CHICAGO

209 South LaSalle Street
The Rookery, Suite 920
Chicago, IL 60604

P 312.279.0470

DALLAS

1412 Main Street
Adolphus Tower, Suite 700
Dallas, TX 75202

P 469.405.1196

MINNEAPOLIS

222 North Second Street
Long & Kees Building, Suite 101
Minneapolis, MN 55401

P 612.339.3752

WASHINGTON, DC

1054 31st Street NW
Canal Square, Suite 410
Washington, DC 20007

P 202.595.3173



HOWARD LAKE CITY COUNCIL MEETING

JANUARY 19, 2021

AGENDA ITEM: Local Trail Connections 2021 Grant – Resolution 21-04

SECTION: New Business

FROM: Meagan Theisen, Assistant City Administrator

BACKGROUND: The City of Howard Lake will be responsible for approximately \$363,000 for the addition of a trail along CSAH 7. This trail would fill a critical gap within the City's trail system, connecting nearly 300 homes on the north and east side of Howard Lake to downtown and our parks. The project aligns with the guidelines of the Local Trail Connections Grant offered by the State of Minnesota Department of Natural Resources. The maximum grant request is \$150,000

FINANCIAL: The City would be responsible for approximately \$363,000 of the total project. This would be subject to final bid prices received for the total project.

Staff is currently investigating various financing mechanisms for this project including bonding, use of reserves and grant sources.

- Unless significant reductions are made to proposed FY21 projects, the full use of reserves is not advisable.
- Bonding for the City's portion of the project would be about \$30,000/year for 15 years.
- Staff is hopefully in receiving the grant, which would cover a large portion of our costs.

LEGAL: Council must pass a Resolution for the submission of the Local Trail Grant.

STRATEGIC PLAN:

- Delivery Highway Quality Services & Reliable Infrastructure
 - Provide Diverse Amenities that Enhance Quality of Life
 - Ensure a Safe & Healthy Community
 - Develop a Livable Community for All
-

COUNCIL ACTION REQUESTED: Approve Resolution 21-04, directing staff to submit the grant application for the CSAH 7 Trail.

ATTACHMENTS: Resolution 21-04



CITY OF HOWARD LAKE

CITY COUNCIL

*The City of Howard Lake strives to build upon its good neighbor traditions –
A welcoming community for all, supported by vibrant and engaged businesses and community organizations, involved
citizens, and diverse amenities that provide a well-rounded quality of life.*

Howard Lake City Council

Resolution 21-04

A Resolution Approving the Submission of the Local Trail Connection Grant Application to the State of Minnesota Department of Natural Resources

WHEREAS, the City of Howard Lake seeks to deliver high quality infrastructure in cost effective manner while also providing diverse amenities that enhance resident's quality of life, and;

WHEREAS, the proposed trail will enable multi-modal transportation route along Wright County Highway 7, Lake Howard and establish significant connectivity for roughly 300 homes, an assisted living facility, community park and the downtown business district, and;

WHEREAS, the 2001 Comprehensive Plan, the 2011 Parks & Trail Plan and the Wright County Trail Plan identifies this pedestrian trail connection in this location to further promote the vitality of our parks and trail system city and county wide, and;

WHEREAS, the proposed trail would encourage further recreation and enjoyment adjacent to our namesake lake, and PWA water structures, and;

WHEREAS, the City has completed an engineer's Feasibility Study to ascertain proposed scope, preliminary design and estimated costs; and,

WHEREAS, Wright County and the City of Howard Lake have entered into a joint cost share agreement with the direct goal of constructing this trail connection in 2021, and;

WHEREAS, the total estimated cost for this project is \$680,000, of which the City is seeking \$150,000 or 22 percent of the total project cost, and;

WHEREAS, the City of Howard Lake recognizes that it has secured \$238,110 in non-state cash matching funds for this project.

NOW, THEREFORE, BE IT RESOLVED, if the City of Howard Lake is awarded a grant by the Minnesota Department of Natural resources, the City of Howard Lake agrees to accept the grant award, and may enter into an agreement with the State of Minnesota for the above referenced project. The City of Howard Lake will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement, and

BE IT FURTHER RESOLVED that the applicant has read the Conflict of Interest Policy contained in the Regional Trail Grant Manual and certifies it will report any actual, potential, perceived, or organizational conflicts of interest upon discovery to the state related to the application or grant award.

BE IT FURTHER RESOLVED, the City Council of the City of Howard Lake names the fiscal agent for the City of Howard Lake for this project as:

Nick Haggemiller
City Administrator/Clerk
City of Howard Lake
625 8th Ave, PO BOX 736
Howard Lake, MN 55349

BE IT FURTHER RESOLVED, the City of Howard Lake hereby assures the multi-modal trail will be maintained for a period of no less than 20 years.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF HOWARD LAKE THIS 16th DAY OF February, 2021.

ATTEST:

PETE ZIMMERMAN - MAYOR

NICK HAGGENMILLER - CITY ADMINISTRATOR



HOWARD LAKE CITY COUNCIL MEETING

FEBRUARY 16, 2021

AGENDA ITEM: Consider Approving Howard Lake Fire Department Bylaws

SECTION: New Business

FROM: Public Safety Commission [Councilors Kutz & Deiter]
HLFD Members Bobrowske, Peterson, Wiech
Assistant City Administrator Thiesen
City Administrator Haggemiller

BACKGROUND: An effort lead by HLFD Members, Public Safety Commission and Administrative Staff has led to the proposed total repeal and replace of the Howard Lake Fire Department Bylaws and related Standard Operating Procedures.

The primary goals were to transition to merit based appointment and promotions, revisit key operational matters such as required training and education for each position and to ensure the overall document is adherent to the City's Personnel Policy.

An overview of the document will be provided at the council meeting. The full language is included for review as last drafted by staff and the city attorney.

DECISION MAKING METRICS:

FINANCIAL: Open

LEGAL: The document has been drafted with considerable input from HLFD members and review by the city attorney.

STRATEGIC PLAN: Recruit and Retain Top Talent.

COUNCIL ACTION REQUESTED: Approve the HLFD Bylaws as Presented, subject to final approval and acknowledgement by the HLFD.

ATTACHMENTS:

1. HLFD Bylaws

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Howard Lake Fire/Ambulance

Bylaws & Standard Operating Procedures

Chapter 1:	Administrative Guidelines
Chapter 2:	Administration and Personnel Policies
Chapter 3:	Position Training Requirements
Chapter 4:	Position Descriptions
Chapter 5:	Standard Operating Procedures
Chapter 6:	Revisions/Modifications/Approval of Bylaws
Chapter 7:	Glossary of Terms & Acknowledgement

CHAPTER 1ADMINISTRATIVE GUIDELINES

1.1MISSION/VISION/CUSTOMERS

1.1.1MISSION STATEMENT2

1.1.2VISION STATEMENT.....2

DRAFT

Effective Date:
Revision Date:

Howard Lake Fire/Ambulance

1.1 Mission/ Vision/ Customers

1.1.1 Mission Statement

Howard Lake Fire/Ambulance is committed to providing responsible municipal service in an open, effective and efficient manner to all citizens of the service area. The ultimate goal is to preserve and enhance the quality of life for future generations.

The mission of the service area is to minimize loss of life and property from fires, natural disasters, and life threatening situations and to assist other emergency agencies.

1.1.2 Vision Statement

It is our vision to be known as an innovative and progressive Fire Department. We are dedicated to the delivery of effective fire suppression, rescue services and quality fire/safety education to the public. We strive to offer the best available education and training to our members. We are committed to providing an environment that fosters teamwork among members. We desire to have an atmosphere of open communication, which promotes the health, and welfare of individual members.

Effective Date:
Revision Date:

Howard Lake Fire/Ambulance

CHAPTER 2 ADMINISTRATION AND PERSONNEL POLICIES

2.1	MEMBER COMPENSATION	
2.1.1	COMPENSATION PLAN.....	4
2.2	ATTENDANCE	
2.2.1	CALL RESPONSE PERCENTAGE REQUIREMENTS.....	4
2.2.2	TRAINING PERCENTAGE REQUIREMENTS.....	5
2.3	PROGRESSIVE DISCIPLINE	
2.3.1	DISCIPLINARY PROCESS	6
2.3.2	DEFINITION OF OFFENSE	6
2.3.3	DISCIPLINE	7
2.3.5	REPRIMAND - GENERAL INFORMATION	7
2.3.6	SUSPENSION.....	7
2.3.7	OTHER DISCIPLINARY ACTIONS	7
2.3.8	TERMINATION PROCESS	8
2.4	LEAVE OF ABSENCE	
2.4.1	LEAVE PROCESS (BOARD OF OFFICERS).....	8
2.4.2	LEAVE OF ABSENCE REASONS	9

Effective Date:
Revision Date:

Howard Lake Fire/Ambulance

2.1 Member Compensation

2.1.1 Compensation Plan

When a firefighter is participating in an approved department ~~activity~~ training/meeting or call for service, the firefighter will be paid/compensated. Approved activities shall include but may not be limited to training, meetings, incident response. Volunteer engagements ~~s~~ may include but ~~are~~ not limited to community celebrations and fundraisers, are deemed non-essential and not compensated. The pay rate for compensated events will be set by the City Council.

2.2 Attendance

2.2.1 Call Response Percentage Requirements

The City of Howard Lake and the HLFDA ~~are~~ responsible for providing adequate staffing to respond to emergency situations in a timely fashion. This policy specifies the minimum required Department percentages for response attendance.

Attendance Percentage Fire/Ambulance Calls

To remain in good standing as a member, individuals are required to actively participate in a minimum of 10% of all calls received for the fire/ambulance service in a calendar year. Included within this response rate, 15 individual calls must be specifically for the ambulance. No exceptions to the percentages will be allowed to probationary members.

Example: 400 Total Calls x 10% = 40 Calls | 25 Fire/ 15 Ambulance

Excused Absences & Exceptions

Excused absences are absences that are pre-approved and meet agreed upon criteria. For the purposes of this document, an excused absence is illness, fire/ems training, and city council meetings. Others may be considered by the Board of Officers on a case-by-case basis.

Call Response Attendance Recording

Attendance for all call responses shall be recorded on the **Call Report** form that is filled out for each call. It shall be the responsibility of each member to check their name on the attendance portion of the **Call Report** form. In the event of off-site/direct response to incidents, two responding members may vouch for the third member on the **Call Report Form**.

Effective Date:
Revision Date:

Howard Lake Fire/Ambulance

Low Attendance Percentage Procedure

A coaching session between the Fire Chief and the Member will be the first line of response to the identification of attendance related issues. Acceptable accommodations or deviations from attendance as noted in Section 2.4 may preclude the enforcement of the Low Attendance Percentage Procedure.

Low Attendance Percentage Procedure	
	The Fire Chief will notify the member of his/her low percentage. The member will be emailed/mailed a <i>written low percentage notice</i> after being notified. This notice will be kept in the member's personnel file for two (2) years.
	The member must then contact the Fire Chief within ten (10) days of receiving the notice and set up a meeting to discuss the low percentage. The meeting will be with a minimum of 2 officers. These meeting minutes will be kept in the member's personnel file for two (2) years. All members present at the meeting will sign and date the meeting minutes.
	If not corrected by the end of the calendar year, the member is considered in poor standing from The Fire Department. Refer to Howard Lake Fire Department Relief Association Bylaws for eligibility. This notice will be kept in the member's personnel file indefinitely. Next step is referral to the City of Howard Lake Discipline Policy.

2.2.2 Training Percentage Requirements

The Department is responsible for providing adequate training opportunities and funding for its membership. This policy specifies the minimum required Department training sessions during each year. Members are strongly encouraged to attend 100% of the required trainings and 80% of total annual training events. A record of all training is kept in a member's training file.

If unable to attend department training, the member must make up the training on their own time and provide proof of attendance to the Board of Officers.

An attempt will be made to assist members who are having problems meeting the Department training response attendance requirements. The Board of Officers may approve a deviation from this policy if there are extenuating circumstances (e.g. immediate family, work, city council meetings) and temporarily suspend enforcement of this policy. Any deviation from this policy will occur only after the member has demonstrated in writing a hardship and has presented a plan of corrective action.

Meeting/Training Times

The Department will conduct meetings/training on the second and last Tuesday of every month beginning at 1900 hours and last approximately three (3) hours per session unless otherwise notified.

Effective Date:

Howard Lake Fire/Ambulance

Revision Date:

The Department will provide medical training to meet the EMSRB qualifications. Trainings will be set to meet the specified hours needed to be compliant.

Low Attendance Percentage Discipline

Any Department member falling below the required attendance will be notified of the violation. If three (3) continuous business meetings/fire or EMT trainings are unexcused the member may be referred to the City of Howard Lake Discipline Policy.

Exemptions to Attendance

All fire fighters shall notify the Fire Chief or an officer if absent from any scheduled trainings. Exemptions may include immediate family emergencies, work, city council meetings.

Any member on Department Leave as defined under **Section 2.4** is exempt from percentage requirements during that time period.

Non-Compliance to Attendance Requirements

Any member who fails to contact a member of the Board of Officers to notify about low attendance, or shows a repeated or habitual attendance compliance shall be referred to the City of Howard Lake Discipline Policy.

2.3 Progressive Discipline (City of Howard Lake Policy)

2.3.1 Disciplinary Process

In general, all members shall be subject to disciplinary action for failing to fulfill their duties and responsibilities, including observance of work rules adopted by the Department and the general rules, regulations, and principals of the City of Howard Lake Personnel Policy.

Applicability

If disciplinary action involves an individual on the Board of Officers; the Fire Chief and at least one other member of the Board of Officers shall act as their immediate supervisor, and handle disciplinary actions as required. If disciplinary actions involve Fire Chief 1, the city administrator and assistant city administrator shall handle action as required.

It is the policy of the Department to administer disciplinary penalties without discrimination. Every disciplinary action step shall be for just cause, and the member may use the complaint resolution procedure (see **Section 2.6 Complaint Resolution**) with respect to any disciplinary action, which he/she believes is either unjust or disproportionate to the offense committed.

The Fire Chief shall investigate any and all allegations on which disciplinary action might be based before any disciplinary action is taken. In all cases, the investigation shall include:

1. Interview the member.
2. Consider all facts, past performance, equal treatment, and past practices.
3. Issue an oral warning and/or written warning (with a copy to the member and Personnel file) and if necessary, impose additional discipline beyond a written warning.

2.3.2 Definition of Offense

Effective Date:

Howard Lake Fire/Ambulance

Revision Date:

Offenses include, but are not limited to the following:

- Criminal Activity, Accusation or Conviction.
- Failure to obey orders, carry out instructions, perform routine duties.
- Offenses against another member or property.
- Violation of the Departments alcohol and drug policy.
- Disruptive behavior and/or attitude.
- Failure to abide by the Departments Operating Guidelines.
- Insubordination or profanity.
- Sexual Harassment.

2.3.3 Discipline

Members of the Howard Lake Fire & Ambulance Service are employees of the City of Howard Lake. As such, they are subject to the City's Personnel Policy and relevant department bylaws, guidelines, and policies. In appropriate cases, the Department will follow progressive discipline. Progressive discipline involves the imposition of punishment with an increasing severity for subsequent offenses, inefficiency, or neglect of duty. Progressive discipline can involve a progression from oral reprimand to written reprimand to suspension to termination. However, there will be cases in which progressively more severe punishments are not appropriate and others in which the offense is sufficiently serious that imposition of suspension or termination is appropriate upon the occurrence of a first or second offense.

2.3.4 Reprimand - General Information

A reprimand shall state the following:

- Description of the misconduct and discipline imposed.
- Past actions taken to correct the problem.
- Correction or improvement needed by the member; including time tables and goals for improvement.
- Future penalties should the problem continue.

A member will be given a copy of the written reprimand and required to sign, acknowledging that he/she has received such reprimand. A copy will go into the member's personnel file. The signature of the member does not mean that he/she agrees with the reprimand.

2.3.5 Suspension

Any member may be suspended pending investigation of an allegation. If the suspension is for an investigation and the allegation proves false, the member shall receive any compensation to which he/she would have been entitled had the suspension not taken place.

A suspended member is considered in bad standing with the Department and shall have no voice or vote in the business of the Fire Department.

A member suspended shall promptly surrender all Fire Department property to the Fire Chief or his/her designee.

Effective Date:
Revision Date:

Howard Lake Fire/Ambulance

2.3.6 Other Disciplinary Actions

The following other disciplinary actions may also be taken against any member:

1. Demotion
2. Assigned additional work detail or duties
3. Recommended leave of absence
4. Other measures as determined by the Fire Chief and/or the Board of Officers
5. Termination

2.3.7 Termination Process

The Fire Chief may recommend to the City Administrator and/or Mayor & City Council to terminate any member. If the member has completed his/her probationary period a termination may be made. A terminated member will be served a letter of termination stating the reason for termination from the ~~Board of Officers~~ City Administrator.

Grievance Policy

It shall be the City's policy to address all grievances promptly. In order to facilitate the processing of employee grievances in an orderly manner, and to provide the employee access to all levels of management and a fair and impartial hearing, the following procedures are to be used:

Step 1 – The employee must present the grievance in writing, stating the nature of the grievance, the date at which the incident allegedly occurred, the facts on which it is based, the provision or provisions of the personnel policies allegedly violated and the remedy requested, to their Department Head within five (5) working days after the alleged violation or dispute has occurred. The supervisor will respond to the employee in writing within ten (10) calendar days.

Step 2 – A grievance not resolved by the Department Head in Step 1 may be appealed to the City Administrator. The employee shall place the grievance in writing setting forth the nature of the grievance, the date at which the incident allegedly occurred, the facts on which it is based, the provision or provisions of the personnel policies allegedly violated and the remedy requested. The grievance shall be served to the City Administrator within ten (10) working days from the time of the Department Head's final answer.

Step 3 – The City Administrator will issue a written decision to the employee and the Department Head within 10 days of receipt of the written appeal. The decision of the City Administrator will be final.

Step 4 – Time Limits – If the grievance is not presented within the time period set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit, it shall be considered settled on the basis of the City's last answer. If the proper authority does not answer a grievance or appeal thereof within the specified time limits, the employee shall treat the grievance as denied, and may immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the employee and authority involved in the step at the request of either party. An employee who has filed four grievances within the prior twelve months and has had all grievances denied shall forfeit any pending grievances and shall not be permitted to file additional grievances for six months from the date of denial of the fourth such

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Effective Date:

Howard Lake Fire/Ambulance

Revision Date:

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2.4 Leave of Absence

2.4.1 Leave Process (board of officers)

Any member in need of a leave of absence shall provide a written request for the leave to the Board of Officers. The Board of Officers shall meet to review and approve or deny the request, on a case by case basis, to decide if the leave is necessary or appropriate.

**** A leave of absence is defined as up to 18 months consecutively.**

2.4.2 Leave of absence reasons (but not limited to)

- Military
- Medical
- Personal
- Jury Duty

Effective Date: **Howard Lake Fire/Ambulance**
Revision Date:

CHAPTER 3 POSITION TRAINING REQUIRMENTS

3.1 POSITION TRAINING REQUIRMENTS11

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Effective Date:
Revision Date:

Howard Lake Fire/Ambulance

CHAPTER 3 POSITION TRAINING REQUIREMENTS

3.1 Position Training Requirements

The HLFHD values the knowledge, skills, experience and education required to safely and effectively protect human life and property. The ~~listed~~ requirements listed below are intended to provide the minimum required for each position and to promote individual growth and development within the membership. All specific training must be pre-approved and/or sanctioned by the Fire Chief.

Positions are appointed on a merit based system as defined in SOP.

Position Training Requirements			
Position	Minimum Training Requirements	Recommended Training Courses	Other Information
Probationary Firefighter	- At least 18 years old - Successful completion of criminal history background check - Live within 15 minutes of Howard Lake fire station	- NREMT (within 5 years of hire) - Fire Fighter 1&2 (within 5 years of hire) - EVOC completion	Hired based on interview and council appointment Annual evaluation/ review by supervisor 8 volunteer hours per/year. <i>Reference: SOP 2.0 – 2.5</i>
Firefighter	- Fire Fighter 1&2 - EMSRB – EMT <i>minimum</i> - EVOC completion	Training in Pump Operations - Building Construction - Auto Extrication	Promotion based on training Annual evaluation/ review by supervisor 12 volunteer hours per/year
Captain	- All firefighter minimum training requirements - Pump Operation - Auto Extrication - Building construction 5 years as Fire Fighter 1&2 2 years as HLFHD member	Fire Officer Leadership/Tactics training Three (3) Leadership Courses approved by the Board of Officers.	Promotion based on Interview by Chief Officers, Peer evaluation, Knowledge Test, years prior call percentages, volunteer time, training Annual evaluation/ review

Effective Date:
Revision Date:

Howard Lake Fire/Ambulance

			by supervisor <i>Reference: SOP 3.0-3.5 & 4.0-4.3</i>
Assistant Chiefs	▪ All Captain minimum training requirements ▪ Previous experience as HLF D Captain ▪ Fire Officer Leadership/Tactics training (3 Leadership Courses as approved by the Board of Officers) ▪ 7 years as Fire Fighter 1&2. ▪ 3 years as HLF D member	NIMS/ICS 200	Promotion based on Interview by Chief Officers, Peer evaluation, Knowledge Test, years prior call percentages, volunteer time, training Annual evaluation/ review by supervisor <i>Reference: SOP 3.0-3.5 & 4.0-4.3</i>
Chief	▪ All Assistant Chief minimum training requirements ▪ Previous Experience as HLF D Assistant Chief ▪ NIMS/ICS [Advanced Knowledge] ▪ 10 years as Fire Fighter 1&2 ▪ 8 years as HLF D	▪ Fire Investigation training ▪ Fire Inspection training	Promotion based on Interview by Howard Lake City Council, Peer evaluation, Knowledge Test, years prior call percentages, volunteer time, training Annual evaluation/ review by supervisor <i>Reference: SOP 3.0-3.5 & 4.0-4.3</i>

CHAPTER 4 POSITION DESCRIPTIONS

4.1 FIREFIGHTER POSITIONS

4.1.1	PROBATIONARY FIREFIGHTER	14
4.1.2	FIREFIGHTER/EMT	15

4.2 OFFICER POSITIONS

4.2.1	CAPTAIN	17
4.2.2	FIRE/AMBULANCE SECRETARY	18
4.2.3	ASSISTANT/AMBULANCE DIRECTOR	20
4.2.4	ASSISTANT CHIEFS	22
4.2.5	FIRE CHIEF	23

4.1 Firefighter Positions

4.1.1 Probationary Firefighter/Ambulance Attendant

Protects life and property by performing effective rescue and firefighting skills. Performs related emergency response duties and equipment and facility maintenance.

A. Call Outs

1. Respond to all alarms and emergency calls when possible.
2. Extinguish and prevent fires when necessary, complete rescues and render first aid, and all other duties deemed necessary for emergency response.

B. Overall

1. Attend all required fire department meetings.
2. Participate in required fire department training.
3. Attend work details as scheduled.
4. Be responsible for all property issued to him/her and any equipment utilized in the performance of his/her duties.
5. Keep secure all information that is not to be communicated outside the Fire Service Area.
6. Be cognizant of and adhere to Fire Department policies and operating procedures.
7. Maintain required call, meeting/training percentages.
8. Present a professional, constructive image and attitude in the performance of duties.
9. Be able to work with other members of the Fire Service Area
10. Ability to maintain appropriate level of discretion with confidential information.

C. Driving

Do not drive an apparatus until given Fire Department approved driver training.

D. Firefighting

Do not enter a hazardous breathing atmosphere, fire or related incident until completion of NFPA 1001 training. Until such time, all probationary members must confine their fire ground activities to exterior duties.

Position Relationships

- Report to the Company Officers on all matters related to this position.
- Work closely with other firefighters and officers.
- Accept specific responsibilities assigned by the company officers.

Position Requirements

- Obtain NREMT and NFPA 1001 in proper succession within 5 years of hire date.
 - Promotion of
- Must meet requirements in the sections listed below:

Section 3.1 Membership Eligibility & Position Training Requirements

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4.1.2 Firefighter/EMT

Protects life and property by performing effective rescue and firefighting skills. Performs related emergency response duties and equipment and facility maintenance.

A. Call Outs

1. Respond to all alarms and emergency calls when possible.
2. Extinguish and prevent fires when necessary, complete rescues and render first aid, and all other duties deemed necessary for emergency response.
3. Assume command of others at fires and at the station when so directed by a supervisor/senior member.

B. Overall

1. Attend all required fire department meetings.
2. Participate in required fire department training.
3. Attend work details as scheduled.
4. Responsible for all property issued to him/her and any equipment utilized in the performance of his/her duties.
5. Keep secure all information that is not to be communicated outside the Fire Service Area.
6. Cognizant of and adhere to Fire Department policies and operating procedures.
7. Maintain required call and meeting/training percentages.
8. Present a professional, constructive image and attitude in the performance of duties.
9. Able to work with other members of the Fire Service Area.

While these are the primary focus of the position, we believe strongly in teamwork and employees will be called upon to perform a variety of duties as part of their role with the City of Howard Lake.

Knowledge, skills and abilities

- Working knowledge of driver safety and first aid.
- Ability to successfully learn the operation of the listed tools and equipment.
- Ability to maintain appropriate level of discretion with confidential information.
- Keep secure all information that is not to be communicated outside the Fire Service Area.
- Ability to learn and apply standard firefighting, emergency aid, hazardous materials and fire prevention techniques.
- Ability to perform strenuous or peak physical effort during emergency, training or station activities for prolonged periods of time under conditions of extreme heights, intense heat, cold and smoke.
- Ability to act effectively in emergency and stressful situations.
- Ability to follow verbal and written instructions.
- Ability to communicate effectively orally and in writing.
- Ability to establish and maintain effective working relationships with other employees, supervisors, and the general public.

Position Relationships

- Report to the Company Officers on all matters related to this position.
- Accept specific responsibilities assigned by the company officers.

Effective Date:
Revision Date:

Howard Lake Fire/Ambulance

Position Requirements

- Must meet requirements in the sections listed below:
 - Section 3.1 Position Training Requirements**
- Completion of probationary period.

**** If hired BEFORE 1/8/2013:** Must be EMR and FF I trained

**** If hired AFTER 1/8/2013:** Must be EMT certified and FF I trained

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4.2 Officer Positions

4.2.1 Captain

Protects life and property by performing effective rescue and firefighting skills. Works with the Assistant Fire Chiefs to assist the Fire Chief with department administrative duties.

- A. Call Outs
 - 1. Respond to all alarms and emergency calls when possible.
 - 2. Extinguish and prevent fires when necessary, complete rescues and render first aid, and all other duties deemed necessary for emergency response.
 - 3. Assume command of others at fires and at the fire station when needed.
- B. Overall
 - 1. Assumes all responsibilities as a firefighter.
 - 2. Assist in fire department adherence to all department policies and guidelines set forth by the City of Howard Lake. Applicable federal, state laws and city ordinances.
 - 3. Assist in overseeing fire department maintenance on apparatus, tools and equipment.
 - 4. Be cognizant of and adhere to Fire Department policies and operating procedures.
 - 5. Other duties as assigned.

Knowledge, skills and abilities

- Knowledge of applicable Federal and State laws, city ordinances, City and departmental policies and procedures, and relevant reference materials.
- Keep secure all information that is not to be communicated outside the Fire Service Area.
- Knowledge of City's geography, business and residential areas.
- Knowledge of modern firefighting methods and techniques.
- Ability to maintain appropriate level of discretion with confidential information.
- Ability to complete work in a timely manner including during stressful situations and under deadlines.
- Ability to instruct subordinates in all phases of fire prevention and protection.
- Ability to analyze problems and recommend procedural change.
- Ability to prepare reports and documentation as required by rules and regulations.
- Ability to work independently without supervision.
- Ability to motivate and supervise firefighters.
- Ability to remain calm when dealing with difficult people/situations and exemplify an enthusiastic, resourceful and effective service attitude.
- Ability to effectively communicate ideas, explanations and recommendations, orally and in writing.
- Ability to establish and maintain effective working relationships with community groups, commissions elected officials, employees, and the general public.

Position Relationships

- Report to the Assistant Fire Chiefs or the Fire Chief all matters related to this position. Works under administrative oversight of the Fire Chief and Assistant Fire Chiefs.

Position Requirements

Eligible members may apply for an open Captain position, provided they meet **all** of the requirements in the sections listed below:

Section 3.1 Position Training Requirements.

**** If hired BEFORE 1/8/2013:** Must be EMR and FF I trained

**** If hired AFTER 1/8/2013:** Must be EMT certified and FF I trained

Effective Date:

Howard Lake Fire/Ambulance

Revision Date:

4.2.2 Fire/Ambulance Secretary

Protects life and property by performing effective rescue and firefighting skills. Works with the Assistant Fire Chiefs to assist the Fire Chief with department administrative duties.

- A. Call Outs
 - 1. Respond to all alarms and emergency calls when possible.
 - 2. Extinguish and prevent fires when necessary, complete rescues and render first aid, and all other duties deemed necessary for emergency response.
 - 3. Assume command of others at fires and at the fire station when needed.
- B. Secretary/Treasurer
 - 1. Responsible for drafting and distributing meeting agendas.
 - 2. Responsible for the full, accurate and timely documentation & official record of meetings including attendance, decisions made, funds spent or allocated.
 - 3. Assists with maintaining all financial records including, but not limited to bank: checking, saving and certificate of deposit, monthly records, receipts, invoices, bank deposits and transfers.
 - 4. Gather all claims, review for accuracy, code per the City's fund accounting system for approval and payment.
 - 5. Maintain and verify necessary information to assist in proper and timely payroll of membership.
 - 6. Maintain necessary records and information required for the annual city and relief association audits.
- B. Overall
 - 1. Assumes all responsibilities as a firefighter.
 - 2. Assist in fire department adherence to all department policies and guidelines set forth by the City of Howard Lake. Applicable federal, state laws and city ordinances.
 - 3. Assist in overseeing fire department maintenance on apparatus, tools and equipment.
 - 4. Keep secure all information that is not to be communicated outside the Fire Service Area.
 - 5. Be cognizant of and adhere to Fire Department policies and operating procedures.
 - 5. Other duties as assigned.

Knowledge, skills and abilities

- Knowledge of applicable Federal and State laws, city ordinances, City and departmental policies and procedures, and relevant reference materials.
- Knowledge of City's geography, business and residential areas.
- Knowledge of modern firefighting methods and techniques.
- Ability to maintain appropriate level of discretion with confidential information.
- Ability to complete work in a timely manner including during stressful situations and under deadlines.
- Ability to instruct subordinates in all phases of for prevention and protection.
- Ability to analyze problems and recommend procedural change.
- Ability to prepare reports and documentation as required by rules and regulations.
- Ability to work independently without supervision.
- Ability to motivate and supervise firefighters.
- Ability to remain calm when dealing with difficult people/situations and exemplify an enthusiastic, resourceful and effective service attitude.
- Ability to effectively communicate ideas, explanations and recommendations, orally and in writing.
- Ability to establish and maintain effective working relationships with community groups,

Effective Date:

Howard Lake Fire/Ambulance

Revision Date:

commissions elected officials, employees, and the general public.

Position Relationships

- Report to the Assistant Fire Chiefs or the Fire Chief all matters related to this position. Works under administrative oversight of the Fire Chief and Assistant Fire Chiefs.

Position Requirements

- Eligible members may apply for the position, provided they meet **all** of the requirements in the sections listed below:

Section 3.1 Position Training Requirements.

**** If hired BEFORE 1/8/2013:** Must be EMR and FF I trained

**** If hired AFTER 1/8/2013:** Must be EMT certified and FF I trained

4.2.3 Assistant/Ambulance Director

Protects life and property by performing effective rescue and firefighting skills. Works with the Fire Chief with department administrative duties associated with the safe, efficient operation of the Ambulance service.

A. Call Outs

1. Respond to all alarms and emergency calls when possible.
2. Extinguish and prevent fires when necessary, complete rescues and render first aid, and all other duties deemed necessary for emergency response.
3. Assume command of others for ambulance calls and medical responses when necessary.

B. Ambulance Operation

1. Overseeing necessary certification and continued education of EMS staff. Including identifying training opportunities, record keeping and communicating status to membership and the Fire Chief as needed.
2. Ensures apparatus is maintained in good/safe working order.
3. Monitors supplies & medications including inventory and ordering, as necessary.
4. Acts as the liaison between the medical director/medical providers on current or newly established protocols, equipment, and medications. Trains and communicates this information as needed to the membership.
5. Maintains records including call volume by person, incident type and location for historical record keeping purposes, payroll verification and conformance of bylaw requirements for membership.
6. Responsible for the creation and submission of various reports such as MNSTAR to various local, state and federal databases.
7. Review reports and forms to ensure accuracy, correct coding and field decisions and medical administration accuracy.

C. Overall

1. Assumes all responsibilities as a firefighter.
2. Assist in fire department adherence to all department policies and guidelines set forth by the City of Howard Lake. Applicable federal, state laws and city ordinances.
3. Assist in overseeing fire department maintenance on apparatus, tools and equipment.
4. Keep secure all information that is not to be communicated outside the Fire Service Area.
5. Be cognizant of and adhere to Fire Department policies and operating procedures.
6. Other duties as assigned.

Knowledge, skills and abilities

- Knowledge of applicable Federal and State laws, city ordinances, City and departmental policies and procedures, and relevant reference materials.
- Knowledge of City's geography, business and residential areas.
- Knowledge of modern firefighting methods and techniques.
- Keep secure all information that is not to be communicated outside the Fire Service Area.
- Ability to maintain appropriate level of discretion with confidential information.
- Ability to complete work in a timely manner including during stressful situations and under deadlines.
- Ability to instruct subordinates in all phases of fire prevention and protection.
- Ability to analyze problems and recommend procedural change.
- Ability to prepare reports and documentation as required by rules and regulations.

Effective Date:

Howard Lake Fire/Ambulance

Revision Date:

- Ability to work independently without supervision.
- Ability to motivate and supervise firefighters.
- Ability to remain calm when dealing with difficult people/situations and exemplify an enthusiastic, resourceful and effective service attitude.
- Ability to effectively communicate ideas, explanations and recommendations, orally and in writing.
- Ability to establish and maintain effective working relationships with community groups, commissions elected officials, employees, and the general public.

Position Relationships

- Report to the Assistant Fire Chiefs or the Fire Chief all matters related to this position. Works under administrative oversight of the Fire Chief and Assistant Fire Chiefs.

Position Requirements

- Eligible members may apply for the position, provided they meet **all** of the requirements in the sections listed below:

Section 3.1 Position Training Requirements.

**** If hired BEFORE 1/8/2013:** Must be EMR and FF I trained

**** If hired AFTER 1/8/2013:** Must be EMT certified and FF I trained

Effective Date:

Howard Lake Fire/Ambulance

Revision Date:

4.2.4 Assistant Chief

Protects life and property by performing effective rescue and firefighting skills. Works with the Fire Chief to assist with department administrative duties.

A. Call Outs

1. Respond to all alarms and emergency calls when possible.
2. Extinguish and prevent fires when necessary, complete rescues and render first aid, and all other duties deemed necessary for emergency response.
3. Assume command of others at fires and at the fire station as directed by Fire Chief 1.
4. Assume additional duties as assigned by the Fire Chief 1 including training, fleet and building maintenance and fire reports.

B. Overall

1. Assumes all responsibilities as a Captain.
2. Assist in fire department adherence to all department policies and guidelines set forth by the City of Howard Lake. Applicable federal, state laws and city ordinances.
3. Assist in overseeing fire department maintenance on apparatus, tools and equipment.
4. Keep secure all information that is not to be communicated outside the Fire Service Area.
5. Be cognizant of and adhere to Fire Department policies and operating procedures.
6. Other duties as assigned.

Knowledge, skills and abilities

- Knowledge of applicable Federal and State laws, city ordinances, City and departmental policies and procedures, and relevant reference materials.
- Knowledge of City's geography, business and residential areas.
- Knowledge of modern firefighting methods and techniques.
- Knowledge of operating principles and practices.
- Keep secure all information that is not to be communicated outside the Fire Service Area.
- Ability to maintain appropriate level of discretion with confidential information.
- Ability to complete work in a timely manner including during stressful situations and under deadlines.
- Ability to instruct subordinates in all phases of fire prevention and protection.
- Ability to analyze problems and recommend procedural change based on this information.
- Ability to prepare reports and documentation as required by rules and regulations.
- Ability to work independently without supervision.
- Ability to motivate and supervise firefighters.
- Ability to remain calm when dealing with difficult people/situations and exemplify an enthusiastic, resourceful and effective service attitude.
- Ability to effectively communicate ideas, explanations and recommendations, orally and in writing.
- Ability to establish and maintain effective working relationships with community groups, commissions elected officials, employees, and the general public.

Position Relationships

- Report to the Fire Chief on all matters related to this position. Works under administrative oversight of the Fire Chief.

Position Requirements

- Eligible members may apply for an open Assistant Chief position, provided they meet **all** of the

Effective Date:

Howard Lake Fire/Ambulance

Revision Date:

requirements in the sections listed below:

Section 3.1 Position Training Requirements.

**** If hired BEFORE 1/8/2013:** Must be EMR and FF I trained

**** If hired AFTER 1/8/2013:** Must be EMT certified and FF I trained

4.2.5 Fire Chief

Performs a variety of technical and administrative functions to manage and oversee all organizational and operational facets of the Howard Lake Fire/Ambulance Department including fire protection and emergency response services.

A. Call Outs

1. Respond to all alarms and emergency calls when possible.
2. Extinguish and prevent fires when necessary, complete rescues and render first aid, and all other duties deemed necessary for emergency response.
3. Assume command of others at fires and at the fire station when needed.

B. Overall

1. Assumes all responsibilities as Assistant Fire Chiefs.
2. Maintain fire department adherence to all department policies and guidelines set forth by the City of Howard Lake. Applicable federal, state laws and city ordinances.
3. Oversee fire department maintenance on apparatus, tools and equipment.
4. Develop and manage fire department budget. Submit annual budget to the City Administrator for City Council approval. Certify all bills charged to the fire department.
5. Keep secure all information that is not to be communicated outside the Fire Service Area.
6. Be cognizant of and adhere to Fire Department policies and operating procedures.
7. Submit reports on the condition and activities of the fire department to the City Administrator, Public Safety Committee, Fire Board and City Council as requested.
8. Keep record and report to MFIRS all fires (cause and origin) and losses incurred in such fires as accurately as possible. Keep record and report all other fire department runs as required.
9. Respond to inquiries from the public, City personnel, and City Council in a timely matter.
10. Other duties as assigned.

Knowledge, skills and abilities

- Thorough knowledge of modern fire prevention, suppression, hazardous materials, and EMS procedures, techniques and equipment.
- Knowledge of applicable Federal and State laws, city ordinances, City and departmental policies and procedures, and relevant reference materials.
- Knowledge of City's geography, business and residential areas.
- Keep secure all information that is not to be communicated outside the Fire Service Area.
- Thorough knowledge of fire department administration.
- Ability to maintain appropriate level of discretion with confidential information.
- Ability to train and supervise subordinate personnel in the duties of their position.
- Ability to perform work requiring good physical condition.
- Ability to effectively communicate ideas, explanations, and recommendation, orally and in writing.
- Ability to exercise sound judgment evaluating situations and in making decisions.
- Ability to effectively give and receive verbal and written instructions.
- Ability to motivate and supervise firefighters.
- Ability to remain calm when dealing with difficult people/ situations and exemplify an

Effective Date:

Howard Lake Fire/Ambulance

Revision Date:

enthusiastic, resourceful and effective service attitude.

- Ability to establish and maintain effective working relationships with community groups, commissions, elected officials, employees, and the general public.
- Ability to garner the trust and respect of the Fire Department personnel in a manner that will allow the effective leadership of the Fire Department.

Position Relationships

- Reports to the City Administrator.

Position Requirements

- Eligible members may apply for an open Fire Chief position, provided they meet **all** of the requirements in the sections listed below:

Section 3.1 Position Training Requirements.

**** If hired BEFORE 1/8/2013:** Must be EMR and FF I trained

**** If hired AFTER 1/8/2013:** Must be EMT certified and FF I trained

Effective Date:
Revision Date:

Howard Lake Fire/Ambulance

DRAFT

Effective Date:
Revision Date:

Howard Lake Fire/Ambulance

CHAPTER 5 STANDARD OPERATING PROCEDURES

5.1	STANDARD OPERATING PROCEDURE SELECTION	
5.1.1	INTRODUCTION & PURPOSE.....	26
5.1.2	INITIAL HIRE & SELECTION	26
5.2	PROMOTION	
5.2.1	PROMOTION.....	26
5.3	EVALUATIONS	
5.3.1	EVALUATIONS.....	27
5.4	LEAVE OF ABSENCE POLICY	
5.4.1	LEAVE OF ABSENCE POLICY	27

5.1 STANDARD OPERATING PROCEDURE SELECTION

5.1.1 INTRODUCTION & PURPOSE

1. The purpose of this SOP is to establish and maintain uniform and lawful procedures concerning the selection and promotion of individuals for the Howard Lake Fire & Ambulance.
2. The City fully intends to meet the guidelines established in this policy; however, there may be times when this is not feasible. Examples include, but not limited to, circumstances not specifically addressed in the policy, staffing shortages that prompt expedited or alterations to the process, or changing the status of a member.

5.1.2 INITIAL HIRE & SELECTION

1. The HLPD has an open recruit model. Proposed members may submit an application to existing members and directly at city hall.
2. Applicants must meet the minimum requirements for the position they are applying. This eligibility review is done by the Board of Officers and City Administrator and through delegated assistance of the HLPD for criminal background check.
3. Applicants are screened and tested by the Board of Officers to determine if initial fit requirements are met.
4. If the applicant meets initial eligibility requirements and the fit test, the Fire Chief and/or City Administrator will bring forward the individual for consideration and possible appointment by the City Council.
5. Once appointed, the member is probationary, consistent with the City's personnel policy.

5.2 PROMOTION

5.2.1 PROMOTION

1. The HLPD seeks to promote quality applicants with the appropriate knowledge, skills and abilities related around to key officer positions.
2. Probationary employees must pass EMT & NFPA1001 within 5 years. Full membership is contingent upon council confirmation.
3. Officer positions are defined as Fire Chief, Assistant Chief (2), Captain (3), Ambulance Director and Secretary.
4. Officer positions will be posted internally when declared vacant or open for an indefinite term subject to annual peer and supervisor evaluation.
5. Candidates may apply for multiple ranks.
6. Candidates are subject to a weighted selection criterion including the following:
 - Meeting the minimum requirements of the position (10%)
 - Meeting the recommended requirements of the position (10%)
 - Peer Review (30%)
 - Written Test (10%)
 - Final Interview (40%)

5.3 EVALUATIONS

5.3.1 EVALUATIONS

1. Members will be evaluated by officers.
2. Officers are subject to annual 360 performance evaluations.
 - General members will evaluate officers (40%)
 - Officers will evaluate subordinate officers. (60%)
3. The Fire Chief is subject to annual 360 performance evaluations.
 - General member's evaluation (30%)
 - Officer's evaluation (30%)
 - City Administrator evaluation (40%)

5.4 LEAVE OF ABSENCE POLICY

Leave of absences are intended to provide consistent and equitable means for members under qualifying circumstances to remain on the department but excused from certain obligations for a period of time. Eligible leaves as defined under 5.4.1 are subject to review and approval of the Board of Officers. Attendance, training and incident response levels are prorated depending on the length and nature of the leave.

5.4.1 LEAVE OF ABSENCE POLICY

1. Members with qualifying need of personal leave shall provide a written request for the leave along with suitable written documentation proving circumstances, subject to approval of the officers. The officers shall review and provide written authorization. Said authorization is maintained in the members personnel file.
2. Vacation Leave – N/A
3. Medical Leave
 - i. Up to a six month medical leave shall be granted for any illness or injury. A review will be conducted at the end of the first six months by the Board of Officers with written acknowledgement from a medical provider. It shall be the member's responsibility to showcase why he/she should continue a medical leave at the end of each six month period. In no case, will more than three, six month leave periods be granted. The member's eligibility for benefits under the HLFRA is subject to review during the second and third leave periods. It is the stated intention of these bylaws that members shall not accrue pension benefit while on extended medical leave.
4. Parental Leave
 - i. Members may request leave related to the birth, adoption, sickness/treatment, or death of family members as defined by the US Office of Personnel Management. (See Appendix).
5. Military & Jury Duty
 - i. Members who are called into jury duty, or active military duty, training or drills are entitled to leave. During this period, no calls, training or official functions are counted

Effective Date:
Revision Date:

Howard Lake Fire/Ambulance

for or against that individual. Members are considered to be in good standing per the HLFRA Bylaws.

6. Upon receiving the leave of absence request, the board of officers will work with the member to formulate an agreed upon plan that seeks to minimize leave time and possible loss of benefits.

DRAFT

Effective Date:
Revision Date:

Howard Lake Fire/Ambulance

CHAPTER 6 REVISIONS/MODIFCATIONS/APPROVAL OF BYLAWS

6.1 REVISIONS/MODIFICATIONS/APPROVAL OF BYLAWS

6.1.1 REVISIONS/MODIFICATIONS/APPROVAL OF BYLAWS29

DRAFT

Effective Date:

Howard Lake Fire/Ambulance

Revision Date:

6.1.1 REVISIONS/MODIFICATIONS/APPROVAL OF BYLAWS

It is anticipated that these bylaws and standard operating procedures ~~will be~~ modified from time to time. Modifications must be brought forward either from an individual member, committee, or whole membership.

Record of modification, justification and votes cast must be provided to the City Council for adoption.

Upon each adopted modification, the membership ~~will be~~ provided a copy of the modification and will be required to sign a new acknowledgement form. The form will be kept in the member's personnel file at city hall.

Commented [MC2]: This sentence implies that there is a vote of the membership on any modifications. If so, a few sentences should be added stating that and also stating what the effect of the vote is (does the proposed modification go on to the City Council for consideration even if a majority of the membership voted it down?).

Effective Date:
Revision Date:

Howard Lake Fire/Ambulance

CHAPTER 7 GLOSSARY OF TERMS & ACKNOWLEDGEMENT

7.1	GLOSSARY OF TERMS & ACKNOWLEDGEMENT	
7.1.1	GLOSSARY OF TERMS.....	31
7.1.2	HLFD BYLAWS ACKNOWLEDGEMENT	32

DRAFT

Effective Date:
Revision Date:

Howard Lake Fire/Ambulance

7.1.1 GLOSSARY OF TERMS

Bylaws

Probationary Member

Members hired with less than two years of service are prohibited from voting during general business meetings. Probationary employees must be EMT and NFPA certified prior to council confirmation as a full member of the department.

SOG

Standard Operating Guideline

SOP

Standard Operating Procedure

HLFD

Howard Lake Fire Department

HLFRA

Howard Lake Fire Relief Association

Board of Officers

Fire Chief, Assistant Fire Chief 1 & 2, Captain 1, 2, 3

Personnel Policy

The City of Howard Lake Personnel Policy. This document is the top document in consideration for employment related rules, regulations and policies. Fire Fighters are ~~bound by~~ subject to BOTH the City of Howard Lake Personnel Policy and by the provisions of this document.

Personnel File

The personnel file is a record of employment related documents and kept at the city offices as maintained by the City AAdministrator.

Training File

The training file is a separate record maintained at the fire hall consisting of training, certifications obtained by the member as maintained by the board of officers.

Next of Kin Definitions (Office of Personnel Management 2.8.21)

Family Member

- An individual with any of the following relationships to the employee:
- Spouse, and parents thereof;
- Sons and daughters, and spouses thereof;
- Parents, and spouses thereof;
- Brothers and sisters, and spouses thereof;
- Grandparents and grandchildren, and spouses thereof;
- Domestic partner and parents thereof, including domestic partners of any individual in 2 through 5 of this definition; and
- Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Effective Date:
Revision Date:

Howard Lake Fire/Ambulance

7.1.2 HLFD BYLAWS ACKNOWLEDGEMENT

PRINT NAME

SIGNATURE

DATE

CHIEF – PRINT NAME

CHIEF – SIGNATURE

DATE



Personnel Policy

Amended February 4, 2021

Table of Contents

SECTION 1: INTRODUCTION.....	1
I. PURPOSE	1
II. ADMINISTRATION	1
III. SCOPE AND APPLICATION	1
IV. EMPLOYEE RESPONSIBILITIES	1
V. APPOINTMENTS	2
VI. DEFINITIONS	2
SECTION 2: EMPLOYMENT POLICY	4
I. EQUAL EMPLOYMENT OPPORTUNITY STATEMENT	4
II. DATA PRACTICES ADVISORY	4
III. DISCIPLINE	4
IV. GRIEVANCE.....	5
V. RECRUITMENT AND SELECTION	7 6
VI. BACKGROUND CHECKS.....	7
VII. PRE-EMPLOYMENT MEDICAL EXAMS	7
VIII. PROMOTIONS AND TRANSFERS	7
IX. LAYOFF	7
X. RESIGNATION	8 7
XI. SEVERANCE PAY	8
SECTION 3: ATTENDANCE AND WORK SCHEDULES	109
I. ATTENDANCE	10 9
II. WORK SCHEDULES	10 9
III. BREAKS	10 9
IV. TIME REPORTING.....	10 9
V. FLEX TIME	11 10
VI. INCLEMENT WEATHER	11 10
VII. TRAINING TIME.....	11 10
SECTION 4: COMPENSATION.....	1211
I. OVERVIEW	12 11
II. COMPENSATION AND CLASSIFICATION PLAN	12 11
III. PAY PERIODS AND PAY CHECKS.....	12 11
IV. OVERTIME/COMPENSATORY TIME.....	12 11
V. PUBLIC WORKS ON CALL WEEKEND/HOLIDAY SHIFT PAY	13 12
VI. CALL BACK PAY	14 13
VII. CELL PHONE ALLOWANCE	14 13
VIII. VEHICLE ALLOWANCE	14 13
SECTION: 5 BENEFITS	1615
I. OVERVIEW	16 15
II. ELIGIBILITY AND ENROLLMENT.....	16 15
III. MEDICAL, DENTAL, AND LIFE INSURANCE	16 15
IV. COBRA	16 15
V. UNEMPLOYMENT INSURANCE AND WORKERS COMPENSATION	17 16
VI. ANNUAL LEAVE/PAID TIME OFF (PTO)	17 16

	a)	ACCRUAL RATES.....	1746
	b)	EXTENDED ILLNESS BANK.....	1847
	c)	MEDICAL CERTIFICATION	1847
VII.		HOLIDAYS	1847
VIII.		RETIREMENT	1948
IX.		FAMILY AND MEDICAL LEAVE.....	1948
X.		OTHER TYPES OF LEAVE	2120
	a)	PARENTING LEAVE.....	2120
	b)	BEREAVEMENT LEAVE.....	2220
	c)	MILITARY LEAVE.....	2224
	d)	JURY DUTY AND COURT LEAVE	2324
	e)	SCHOOL CONFERENCES AND ACTIVITY LEAVE	2322
	f)	BONE MARROW DONATION LEAVE	2322
	g)	SICK OR INJURED CHILD LEAVE	2322
	h)	ELECTIONS/VOTING LEAVE	2322
	i)	UNPAID LEAVE OF ABSENCE	2422
XI.		REASONABLE ACCOMODATIONS	2423
SECTION 6: EMPLOYEE DEVELOPMENT.....			2524
I.		TRAINING	2524
II.		PERFORMANCE APPRAISALS	2524
SECTION 7: CITY POLICIES.....			2625
I.		ETHICAL CONDUCT	2625
II.		CONFLICT OF INTEREST	2625
III.		HARASSMENT PREVENTION AND RESPECTFUL WORKPLACE.....	2726
	a)	TYPES OF DISRESPECTFUL BEHAVIOR	2726
	b)	COMPLAINTS.....	2827
	c)	CONFIDENTIALITY	2928
	d)	PENALTIES	2928
IV.		COMMUNICATION (OPEN-DOOR) POLICY	2928
V.		POLITICAL ACTIVITY OF EMPLOYEES.....	3029
VI.		TRAVEL POLICY	3130
VII.		CITY VEHICLE DRIVING	3234
VIII.		EMPLOYEE SAFETY	3332
IX.		DRUG FREE WORKPLACE.....	3433
X.		DRUG & ALCOHOL TESTING.....	3433
XI.		ALCOHOL/CONTROLLED SUBSTANCE PROHIBITIONS	
XI.		USE OF TECHNOLOGY	3837
POLICY ACKNOWLEDGEMENT.....			4139

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SECTION 1: INTRODUCTION

I. PURPOSE

The purpose of these Personnel Policies is to establish a uniform and equitable system of personnel administration for employees of the City of Howard Lake. None of these Personnel Policies constitute a contract between the employee and the City. These Personnel Policies are not a guarantee of continued or future employment or intended to alter the employment at will relationship in any manner. Except as otherwise prohibited by law, the City of Howard Lake has the right to terminate any employee at any time for any or no reason. Employees may similarly terminate employment at any time for any reason.

These policies are not intended to be all-inclusive or to cover every situation that may arise. These policies may be amended at any time at the sole discretion of the City and they will supersede all previous personnel policies. Revisions and amendments shall become effective upon approval by the City Council. Employees are responsible for complying with current city policy at all times.

II. ADMINISTRATION

The City Administrator, who is directly accountable to the City Council, administers these Policies. The City Administrator may develop and provide the necessary forms, procedures and interpretation, subject to final review and approval by the City Council, for the implementation of these Policies.

III. SCOPE AND APPLICATION

These Rules and Regulations shall apply to every City level of public employment position for which the Appointing Authority is the City Council, City Administrator, an elected City official, and appointed City Department Head, or a commission appointed by the City Council. This includes:

1. All Elected Officials;
2. Members of the City Boards, Commissions, and Committees;
3. Volunteer firefighters
4. All full-time, part-time, and seasonal employees.

In accordance with these Policies, each Department Head may establish departmental rules or procedures, which do not conflict with these Policies. Such department rules shall be filed with the City Administrator and approved by the City Council prior to implementation.

With respect to employees whose positions are included in a collective bargaining unit, provisions of the applicable collective bargaining agreements negotiated pursuant to the Public Employment Labor Relations Act, Minn. Stat. 179A.01 – 179A.25, shall supersede these policies on any subject area covered by both the collective bargaining agreement and these Policies.

IV. EMPLOYEE RESPONSIBILITIES

Employees subject to these Policies shall comply with, and carry out the provisions of these Policies. Any employee who fails to comply with any of the provisions of these Policies shall be subject to disciplinary action.

V. APPOINTMENTS

The appointing authority on the basis of merit and fitness for the position shall make every appointment to municipal service. When required by law or by the Council, merit and fitness shall be ascertained by written, oral, or other examinations designed to evaluate the ability of the candidate to discharge the position for which the examination is held.

VI. DEFINITIONS

Class – One or more positions sufficiently similar with respect to duties and responsibilities that the same descriptive title may be used to designate each position allocated to the class, that the same general qualifications are needed for performance of the duties and that the same schedule of pay can be applied with equity to all positions in the class under the same or substantially the same employment conditions.

Classification – The act of grouping positions into classes with regard to duties and responsibilities.

Completion – An employee who has completed the period of probationary service and who has not received, before completion of that period, a written notice from that department head (or administrator) that his services are terminated shall be considered to have successfully completed the probationary period and attained the status of a permanent employee.

Days – Unless otherwise indicated, this means working days.

Demotion – A change by an employee from a position in one class to a position in another class with less responsible duties and a lower salary range.

Emergency, Intermittent, Temporary or Seasonal Employees – Individuals who are not employed on a regular basis or are not working in an ongoing position of indefinite duration or who fill positions with an average work week of less than 20 hours or sixty-seven (67) work days in a calendar year. Temporary and seasonal employees include all individuals who do not meet the definition of public employee as used in Minn. Stat. §179A.03, subd. 14 because their positions are basically temporary or seasonal in character and the positions do not last for more than 67 working days in any calendar year or 100 days for individuals who are full-time students who have indicated an intention to continue as students following their temporary employment. Emergency, intermittent, temporary and seasonal individuals are not eligible for benefits except as required by statute, state administrative rule or City policy.

Employer – The City of Howard Lake City Council.

Exempt Positions – Those employees not covered by the Federal Fair Labor Standards Act (i.e.: executive, professionals, administrative).

Good Standing – Employees who resign in good standing have given at least two ~~weeks notice~~ weeks' notice, and have returned all city owned keys, tools, cell phones, pagers, or other equipment.

Non-Exempt Employees – Those employees covered by the FLSA Act (i.e.: clerical, technical, manual, etc.).

Performance Appraisal – A systematic review of an employee's job performance.

Personnel Committee – A review Committee appointed by the Howard Lake City Council to hear appeals and complaints as prescribed in these regulations and make recommendations on hiring and firing employees.

Probationary Employee – Individuals who are working under a probationary period as a result of an appointment to a new position.

Probationary Period – A working test period during which a new employee is required to demonstrate fitness for the position to which he/she is appointed by actual performance of the duties of the position.

Probationary Period Duration – A period of time set by City Council to be from three (3) months to one year depending on position of employment. The City Administrator and City Council has the authority to extend probationary periods as necessary.

A period of time set by the City Administrator upon hire and/or performance evaluation to be from three months to one year for most positions within the organization. Police, fire and EMS employees may be subject to longer period of probation based on requirements of their specific position and as detailed within department bylaws and/or policy.

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

Reclassification – A reassignment or change in classification of an individual position by raising it to a higher class, reducing it to a lower class, or moving it to another class at the same level on a basis of significant change in the work performed in such a position.

Regular Full-Time Employees – Individuals who have successfully completed the probationary period and are working in an ongoing position of indefinite duration that requires a regularly scheduled thirty-five to forty (35-40) hours in each week.

Regular Part-Time Employees – Individuals who have successfully completed the probationary period and are working in an ongoing position of indefinite duration that requires a regularly scheduled work week of at least 20 hours, but less than 40 hours per week. These individuals are not eligible for the health insurance or other benefits except as required by statute, state administrative rule, or City policy.

Paid On Call Fire/Ambulance/EMS Employees: Individuals who serve on the fire/ambulance service but may not meet the traditional definition of regular, full or part time employees. These employees are still subject to the terms and conditions of the Howard Lake Personnel Policy as well as relevant department policies, bylaws and procedures. These individuals are not eligible for the health insurance or other benefits except as required by statute, state administrative rule, or City policy.

SECTION 2: EMPLOYMENT POLICY

I. EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

The City of Howard Lake is committed to providing equal opportunity in all areas of employment in accordance with applicable state and federal laws. The City of Howard Lake will not discriminate against any employee or applicant with respect to hiring, tenure, compensation, terms, upgrading, conditions, facilities, or privileges of employment on the basis of race, color, creed, religion, national origin, ancestry, sex, sexual orientation, gender identity, age, marital status, disability, status with regard to public assistance, veteran status, or familial status.

II. DATA PRACTICES ADVISORY

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

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

III. DISCIPLINE

The objective of this policy is to establish a standard disciplinary process for employees of the City of Howard Lake. City employees will be subject to disciplinary action for failure to fulfill their duties and responsibilities at the level required, including observance of work rules and standards of conduct including those described in departmental rules or procedures and applicable city policies.

Discipline will be administered in a non-discriminatory manner. An employee who believes that discipline applied was either unjust or disproportionate to the offense committed may pursue a remedy through the grievance procedures established in the city's personnel policies. The supervisor and/or the city administrator will investigate any allegation on which disciplinary action might be based before any disciplinary action is taken. Probationary employees are not entitled to progressive discipline unless a Veteran's Preference has been established.

a) DISCIPLINE PROCESS

The city may elect to use progressive discipline, a system of escalating responses intended to correct the negative behavior rather than to punish the employee. If discipline is necessary, the following items shall be addressed in a progressive order unless the severity of the incident warrants more severe and immediate discipline.

- a) **Oral Reprimand** – This is an action taken by the Department Head and/or City Administrator. Oral reprimands are normally given for first infractions on minor offenses to clarify expectations and put the employee on notice that the performance or behavior needs to change, and what the change must be. The Department Head and/or City Administrator will document the oral reprimand including date(s) and a summary of discussion and corrective action needed.

- b) **Written Reprimand** – This action is taken by the Department Head and/or City Administrator. A written reprimand is more serious and may follow an oral reprimand when the problem is not corrected or the behavior has not consistently improved in a reasonable period of time. Written reprimands may also be issued for first infractions that are more significant than those infractions which would justify an oral reprimand. Written reprimands are issued by the Department Head and/or City Administrator supervisor with prior approval from the City Administrator.

A written reprimand will: (1) state what did happen; (2) state what should have happened; (3) identify the policy, directive or performance expectation that was not followed; (4) provide history, if any, on the issue; (5) state goals, including timetables, and expectations for the future; and (6) indicate consequences of recurrence.

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

- c) **Suspension** – The City Administrator may suspend an employee without pay for disciplinary reasons. Suspension without pay may be followed with immediate dismissal as deemed appropriate by the City Council, except in the case of veterans. Qualified veterans, who have completed their initial probationary period, will not be suspended without pay in conjunction with a termination.

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

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

- d) **Discharge** – The City Council, upon the recommendation of the City Administrator/Personnel Committee, may discharge an employee for substandard work performance, multiple and recurring minor infractions that continue to occur in a manner that indicates prior progressive discipline procedures have not been effective in significantly reducing such infractions, misconduct in which the employee's intentional actions expose the City to potential liability from another employee or member of the public, serious misconduct, -or behavior not in keeping with City standards.

If the disciplinary action involves the removal of a qualified veteran, who has completed his/her initial probationary period, the appropriate hearing notice will be provided and all rights will be afforded the veteran in accordance with Minnesota law.

IV. GRIEVANCE

A grievance is a dispute or disagreement raised by any employee, or group of employees, against the City because of the application, meaning, interpretation or alleged violation of these policies.

The following actions are not subject to the grievance procedure: the classification or rate assigned to the employee's position, the results of the employee's performance evaluation, any salary decisions, the legitimacy of any of the provisions of the personnel policies, actions proposed but not taken, any investigative activity provided that no action has been taken.

a) GRIEVANCE PROCESS

Any employee who commences a grievance proceeding under the provisions of a collective bargaining agreement or a statutorily created process such as the Minnesota Department of Human Rights or the United States Department of Labor is precluded from grieving the same issue a second time under these rules. Similarly, commencement of a grievance proceeding under these policies shall preclude the employee from grieving the same issue under a collective bargaining agreement.

Processing of Group Grievances - The City may elect to treat a grievance raised by a group of employees relating to the same issue as a single grievance proceeding.

It shall be the City's policy to address all grievances promptly. In order to facilitate the processing of employee grievances in an orderly manner, and to provide the employee access to all levels of management and a fair and impartial hearing, the following procedures are to be used:

Step 1 – The employee must present the grievance in writing, stating the nature of the grievance, the date at which the incident allegedly occurred, the facts on which it is based, the provision or provisions of the personnel policies allegedly violated and the remedy requested, to their Department Head within five (5) working days after the alleged violation or dispute has occurred. The supervisor will respond to the employee in writing within ten (10) calendar days.

Step 2 – A grievance not resolved by the Department Head in Step 1 may be appealed to the City Administrator. The employee shall place the grievance in writing setting forth the nature of the grievance, the date at which the incident allegedly occurred, the facts on which it is based, the provision or provisions of the personnel policies allegedly violated and the remedy requested. The grievance shall be served to the City Administrator within ten (10) working days from the time of the Department Head's final answer.

Step 3 – The City Administrator will issue a written decision to the employee and the Department Head within 10 days of receipt of the written appeal. The decision of the City Administrator will be final.

Step 4 – Time Limits – If the grievance is not presented within the time period set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit, it shall be considered settled on the basis of the City's last answer. If the proper authority does not answer a grievance or appeal thereof within the specified time limits, the employee shall treat the grievance as denied, and may immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the employee and authority involved in the step at the request of either party. An employee who has filed four grievances within the prior

twelve months and has had all grievances denied shall forfeit any pending grievances and shall not be permitted to file additional grievances for six months from the date of denial of the fourth such grievance.

V. RECRUITMENT AND SELECTION

Advertising for applicants shall be performed through the City Administrator's Office. Each advertisement will normally specify a time period within which an application may be submitted. Completed applications for employment, meeting minimum qualifications will be referred to the City Administrator for review prior to selection for interview.

Applicant qualifications will be evaluated in one or more of the following ways: training and experience rating; written test; oral test or interview; performance or demonstrative test; physical agility test; or other appropriate job-related exam.

The selection process will be a cooperative effort between the city administrator or designee, subject to final hiring approval of the City Council. Any, all, or none of the candidates may be interviewed. The city has the right to make the final hiring decision based on qualifications, abilities, experience and City of Howard Lake's needs.

VI. BACKGROUND CHECKS

All finalists for employment with the city will be subject to a background check to confirm information submitted as part of application materials and to assist in determining the candidate's suitability for the position. Options for background checks include but are not limited to a criminal background check, a credit check, civil judgements, and reference check. Except where already defined by state law, the city administrator will determine the level of background check to be conducted based on the position being filled.

VII. PRE-EMPLOYMENT MEDICAL EXAMS

Some applicants may also be required to complete a physical examination, psychological examination and/or drug and alcohol test as a condition of employment. When required, the City will select a licensed physician or psychologist to assess the candidate's ability to perform the essential functions of the job. The initial cost of the pre-employment examination or drug and alcohol test will be paid by the City.

VIII. PROMOTIONS AND TRANSFERS

There are periodic opportunities for promotions and/or transfers within various departments. Employees may be promoted or transferred by responding to and being selected for a posted position. Employees responding to a posting must apply to be considered for the position. It is in the best interest of all employees to have the most qualified person on each job. Consideration for promotion is given to employees who have the best combination of education, aptitude, training, and experience to fill the job vacancy. An employee must meet the minimum qualifications for the position in order to be eligible for promotion or transfer. Employees must maintain certification and/or licenses where required to continue to hold the position.

IX. LAYOFF

The city administrator will make decisions about layoffs based on the city's needs and on the performance, knowledge, skills, and abilities of employees first, and seniority will be used as a secondary consideration. The city administrator will submit a list of employees to be laid off to the City Council for final approval.

X. RESIGNATION

Employees who choose to resign in good standing must give at least a fourteen (14) calendar ~~day's~~ ~~notice~~ days' notice to the department head. The written notice must specify the last day that the employee will be at work. Employees who are retiring or in a management position are encouraged to give the City thirty (30) or more calendar ~~days notice~~ days' notice in order to allow the City adequate time to find a replacement.

An employee who is absent from work for a period of three (3) consecutive working days or more without notifying the Department Head or City Administrator of the reasons for the absence may be deemed to have voluntarily resigned not in good standing. An employee who fails to return from a leave of absence on the prescribed date without notice shall be deemed to have voluntarily resigned not in good standing unless the resignation is waived by appropriate City Council action.

Pursuant to State and Federal Law, employees may extend insurance coverage for up to 18 months (36 months in some cases as provided by statute) following termination. The employee will be responsible for the total cost of monthly premium and it shall be payable monthly to the City.

XI. SEVERANCE PAY

a) PAY FOR TIME WORKED; COMPENSATORY TIME

Employees who leave the employ of the City for any reason shall be paid for time worked and for Compensatory Time that remains unpaid at the time of separation of employment with the City. Pay shall be at the employee's regular hourly rate of pay at the time of separation.

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b) PAID HOLIDAY COMP TIME

Employees who leave the employ of the City for any reason shall be paid for accrued holiday compensatory time worked that remains unpaid at the time of separation of employment with the City. Pay shall be at the employee's regular hourly rate of pay at the time of separation.

c) PAID TIME OFF

Paid Time Off (PTO) shall only be paid at the time of separation of employment with the City if all of the following criteria are met: ~~Employees who leave the employ of the city~~

1. The employee leaves the employ of the City ~~d~~ due to resignation, elimination of position, death, or retirement; and
2. The employee ~~is~~ ~~are~~ in good standing at the time of separation from the City. An employee shall not be considered in good standing if that employee resigns without giving two weeks' written notice to the City prior to such resignation; and

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3. The employee was not terminated for misconduct, other disciplinary reasons or inability to perform the job not related to a physical condition or diagnosed medical ailment; and
 4. The employee was not separated from employment with the City during the initial or extended probationary period.
- Employees meeting such conditions shall be paid PTO at the employee's regular hourly rate of pay at the time of separation.

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d) EMPLOYEES HIRED PRIOR TO MAY 20, 2019,

~~shall receive payment for unused Paid Time Off (PTO), Compensatory Time, and Paid Holiday Comp at their regular hourly rate on their final pay check. Employees hired prior to 5/20/2019 that resign in good standing shall receive payment for up to 144 hours of their Extended Illness Bank at their regular hourly rate on their final pay check.~~

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- a) **LIMITATIONS**
- ~~• Accrued PTO shall not be paid to employees leaving employment with the city during the initial probationary period.~~
 - ~~• An employee separated from the City for misconduct or just cause will not be paid for their PTO balance.~~

Commented [MC1]: I strongly encourage the City to cap the number of hours of PTO that will be paid out. There should be some incentive to use this time rather than require the City to pay out a large, unbudgeted sum all at once. Further, a Supreme Court case that came out last week seems to hold that PTO is the same as earned compensation and cannot be canceled unilaterally by the employer.

if all of the following criteria are met:

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1. The employee leaves the employ of the City due to resignation, elimination of position, death, or retirement; and
2. The employee is in good standing at the time of separation from the City. An employee shall not be considered in good standing if that employee resigns without giving two weeks' written notice to the City prior to such resignation; and
3. The employee was not terminated for misconduct, other disciplinary reasons or inability to perform the job not related to a physical condition or diagnosed medical ailment; and
4. The employee was not separated from employment with the City during the initial or extended probationary period.

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SECTION 3: ATTENDANCE AND WORK SCHEDULES

I. INTRODUCTION

The City Administrator and department heads may establish specific department level policies and requirements deemed necessary and reasonable for the safe and efficient delivery of services. The policies related to attendance, work schedules etc. must be written and must be provided to the affected employees with reasonable advance notification prior to the time such changes become effective, or going into effect. Employees who fail to adhere to the rules, regulations and policies will be subject to the City's discipline policy.

II. ATTENDANCE

Attendance and punctuality are essential to the daily operations of the City and it is critical that employees strive for the best attendance possible. Attendance and punctuality are an essential component of employee performance and may be considered when making recommendations for promotions, transfers, salary increases or disciplinary action.

Employees who are going to be absent from work are required to notify their supervisor as early as possible in advance of the absence. Absences, which may be planned, must be arranged with the employee's supervisor in advance.

III. WORK SCHEDULES

Work schedules are based on organization needs as determined by Department Heads and the City Administrator and therefore may vary between positions and departments. Department Heads are accountable for the hours worked by their employees. The regular workweek shall be established as Monday through Friday from 8:00 AM to 4:30 PM and consist of forty (40) hours for full time employees. The above is the usual work hours and except as otherwise established by the department head in accordance with the needs of the department and in compliance with the FLSA.

All non-exempt public works employees that are required to work outside of their normal workday, except weekend shifts, in a non-emergency situation, shall flex their weekly schedule to accommodate hours worked so that overtime hours are not incurred. These hours do not qualify to be authorized as overtime.

Short-term variances (i.e. less than two weeks) for individuals or groups may be authorized upon approval by the Department Head or City Administrator.

IV. BREAKS

The normal day shall include two fifteen-minute breaks and one unpaid lunch break of thirty (30) minutes.

V. TIME REPORTING

Non-Exempt employees are required to punch in on their timesheet at the beginning of their shift not more than 6 minutes before their shift starts and punch out at the end of their shift not more than 6 minutes after their shift ends unless authorized by their supervisor.

Time worked is rounded to the nearest quarter hour. All timesheets are approved by an employee's supervisor. Falsification of time entry is grounds for termination of employment.

VI. FLEX TIME

The City of Howard Lake recognizes that employees may need to work at times that depart from normal work hours on a recurring, scheduled basis. Flextime is a planned alteration from normal work hours to meet specific needs.

Employees may request an ongoing flexible work schedule in writing. It will be evaluated on an individual basis. Prior approval by their Department Head and City Administrator is required before implementation. An employee may be granted his/her request for a flexible work schedule if it is determined that the request for such schedule:

- a. shall not adversely affect the work or services of the City
- b. provides adequate supervision
- c. serves the mutual benefit of the employee, City, and department
- d. does not detract from meeting the department's workload

An employee's request for a flexible schedule may be disapproved, discontinued, or altered based on the above criteria, the employee's current or past performance, or upon request of the employee.

All employees remain accountable for working their regularly scheduled hours per week in accordance with the terms of their assignment. Employees on flextime schedules are expected to make themselves available for scheduled conferences, meetings, and any employer-required training.

Approved flex-time hours must be reviewed at least every six (6) months and must be renewed (with notice to their personnel file) at least every twelve (12) months.

VII. INCLEMENT WEATHER

City facilities will generally be open during adverse weather and employees will be expected to be at work. Employees who do not provide services that are determined essential may, with approval of their supervisor, choose not to come into work or to leave early. Police officers and public works employees are generally determined to be essential. Exempt employees should contact their supervisor to determine an appropriate way to handle the absence. With supervisor approval, non-exempt employees have the following options to account for the lost time due to inclement weather: use of accrued compensatory time, use of accrued PTO, or working additional hours within the same week.

VIII. TRAINING TIME

Time spent traveling to and from, as well as time spent attending a training session or conference, will be compensated in accordance with the federal Fair Labor Standards Act.

Travel and other related training expenses will be reimbursed subject to the employee providing necessary receipts and appropriate documentation.

SECTION 4: COMPENSATION

I. OVERVIEW

The City of Howard Lake recognizes the importance of aligning our compensation with the market and providing equitable pay for employees in accordance with Minnesota Statutes, Sections 471.991 to 471.999 (Minnesota Pay Equity Act) and therefore has established a Compensation Plan for employees. Positions are assigned pay ranges which corresponds to their job classification. The following policies set for the conditions of compensation and salary advancement for full and part-time employees.

II. COMPENSATION AND CLASSIFICATION PLAN

Employees will be paid according to the established Classification and Compensation Plan (also referred to as the Step Plan) and benefits package determined by the City Council. As the Plans may be amended from time to time by the City Council, the City maintains these Plans separate from this policy and employees may review the Plans upon request.

Employees may also eligible for the following additional forms of compensation: overtime, on-call, call back and holiday pay. Eligibility for each form of additional compensation is detailed in each of their respective policies.

a) STEP INCREASES (FULL TIME EMPLOYEES)

Department Heads complete performance reviews for employees on an annual basis. With positive performance, full-time employees on the Step Plan may be eligible for a step increases effective the pay period in which their anniversary date falls.

b) STEP INCREASES (PART-TIME EMPLOYEES)

Department Heads complete performance reviews for part-time employees on an annual basis. Once a part-time employee has reached 2080 hours of service and they have achieved positive performance, they may be eligible for a step increase effective the pay period in which their 2080 hours of service falls.

III. PAY PERIODS AND PAY CHECKS

The normal workweek for pay purposes for all employees will be Monday through Sunday. There are two weeks per pay period. Employees shall be paid biweekly on every other Friday. When a payday falls on a holiday, employees shall receive their pay the preceding workday.

The City offers enrollment in direct deposit as an easy, safe, and convenient way for employees to receive their paychecks. The money is deposited in employee accounts the morning of pay day and pay stubs are issued electronically. Hard copies of pay stubs can be generated upon request.

IV. OVERTIME/COMPENSATORY TIME

The City of Howard Lake has established this overtime and compensatory time policy to comply with applicable state and federal laws governing accrual and use of overtime. The City Administrator will

determine whether each employee is designated as “exempt” or “non-exempt” from earning overtime and compensatory time in accordance with the Fair Labor Standards Act (FLSA).

a) NON-EXEMPT (OVERTIME ELIGIBLE) EMPLOYEES

All overtime-eligible employees will be compensated at a rate of 1.5 for all hours worked over 40 in one workweek. Compensation will take the form of either 1.5 times hourly rate of pay or 1.5 hours off (compensatory time) for each hour of overtime worked. Compensatory time may be given to non-exempt employees required to work overtime by mutual agreement between the employee and his/her supervisor. ~~Vacation, sick leave~~ Paid time off, and paid holidays do not count toward “hours worked.”

Except in an emergency, overtime may only be worked with specific approval from or at the direction of the Supervisor and/or City Administrator in advance. Employees are expected to work overtime when requested. An employee who works overtime in a non-emergency situation without prior authorization may be subject to disciplinary action.

1. **PUBLIC WORKS** - Non-exempt public works employees are eligible for overtime pay when they have worked more than 40 hours in a given workweek. Those hours over 40 spent on an emergency situation and/or snow removal and/or repair of water/sewer main breaks will be paid overtime. Any hours over 40 spent on other maintenance tasks will be given to the employee as compensatory time.
2. **POLICE OFFICERS** – All non-exempt police officers are eligible for overtime pay when they have worked more than 80 hours in a pay period. All police officers shall be paid for overtime or given compensatory time, regardless of FLSA classifications, if required by law.

Any employee with Compensatory Time off in excess of sixty (60) hours will be required to meet with their Department Head or City Administrator to schedule the use of Compensatory Time off.

b) EXEMPT (NON-OVERTIME ELIGIBLE) EMPLOYEES

Exempt employees are expected to work the hours necessary to meet the performance expectations outlined by their supervisors which is anticipated to be 40 or more hours per week. Exempt employees are not eligible for overtime or compensatory time for the hours worked over 40 in one workweek.

In keeping with the City of Howard Lake’s commitment to comply with the Fair Labor Standards Act (FLSA) the City will pay exempt employees their full salary for any workweek in which they perform work, regardless of the number of days or hours worked, subject only to deductions that are permitted by law. Full-day deductions from pay that are permitted by law include, but are not limited to, use of intermittent leave under the Family and Medical Leave Act, deductions for infractions of written policy, and first and last weeks of employment.

V. PUBLIC WORKS ON-CALL

All non-exempt public works employees are expected to take a rotating weeklong on-call shift that runs Friday-Thursday. The on-call is compensation for an employee who must remain available to be called back to work on short notice if an emergency arises. In addition to remaining available to respond to emergencies, the on-call shift also includes regular duties that must be completed every weekend day and

holiday. These duties include opening City facilities including park bathrooms and the compost site, completing daily record logs and maintenance at the Water Plant, checking lift stations, etc.

Employees will be compensated for the week they are on call in an amount determined by the City Council. If employees are called in for an emergency (excluding regular weekend and holiday duties) they will be compensated according to the Call Back Pay Policy (see below).

VI. CALL BACK PAY

Public Works employees called back to work following the completion of the regular working day or their weekend/holiday on-call duties, or on a scheduled day off will receive a minimum of one hour pay at the overtime rate. Call backs must be approved by the employee's supervisor. Call back pay is intended to compensate employees for emergencies and unforeseen circumstances. Reporting early for a shift, shift extensions or schedule changes do not qualify for call back pay.

VII. CELL PHONE ALLOWANCE

Some employee's job duties include the frequent need for a cell phone. These employees may choose a city issued cell phone or they may opt to use their personal cell phone and receive a monthly cell phone allowance in an amount determined by the City Council. No further reimbursement for cell phone costs is available to employees who receive such an allowance.

a) ELIGIBILITY

Employees eligible for a cell phone allowance generally include department heads, supervisors, and full-time employees whose job duties regularly require emergency call back, irregular work hours or other job related factors that require the employee to routinely utilize a cell phone to enhance their ability to perform their job duties. The City Administrator shall determine which positions are eligible for cell phone allowances.

b) EMPLOYEE RESPONSIBILITIES

The employee must retain an active cell phone contract as long as a cell phone allowance is in place. The employee must provide their department head with their current cell phone number and immediately notify their department head if the number changes. Employees receiving a cell phone allowance are expected to carry the cell phone on their person both on and off duty and respond when called for city business.

Because the employee owns the cell phone personally, and the allowance provided is taxable income, the employee may use the phone for both business and personal purposes, as needed. Use of the phone in any manner contrary to local, state, or federal laws will constitute misuse, and will result in immediate termination of the cell phone allowance.

VIII. VEHICLE ALLOWANCE

Designated employees may receive a monthly vehicle allowance to cover vehicle expenses related to travel in their personal vehicle in an amount determined by the City Council. No further reimbursement for vehicle use or mileage is available to employees who receive such an allowance.

a) ELIGIBILITY

The City Administrator shall determine which positions are eligible for vehicle allowances.

c) EMPLOYEE RESPONSIBILITIES

All employees driving a personal vehicle on City business must maintain a valid driver's license or be driven by a licensed driver and maintain current registration for the vehicle.

SECTION: 5 BENEFITS

I. OVERVIEW

The information in this section is intended to provide employees with a general overview of the City of Howard Lake's benefits. Some benefit programs require contributions from employees. The benefits identified in this policy are subject to change at any time.

II. ELIGIBILITY AND ENROLLMENT

Benefits eligibility is dependent upon a variety of factors. Regular full-time employees are eligible for the City's benefit program while other state and federal programs, all employees are eligible for. In some cases an employee's offer letter may alter benefit eligibility.

III. MEDICAL, DENTAL, AND LIFE INSURANCE

The City offers medical, dental, and life insurance to benefit eligible employees. The carrier, type of health, dental or life insurance policy, and any contributions made towards individual Health Savings Accounts is determined by the City Council. Premium coverage amounts are detailed below.

a) MEDICAL AND DENTAL INSURANCE

PREMIUMS

The City pays 100% of the premium for single coverage.

The City pays 75% of the premium for family coverage. The remaining 25% is paid by the employee.

HSA PLAN CONTRIBUTIONS

Employees that select the HSA plan will receive a contribution from the City per pay period towards their HSA account in the amount determined by the City Council.

OPT-OUT INCENTIVE

Employees who choose to accept health coverage through another source, such as a spouse's employer or through the military, are eligible to opt-out of the City's medical and/or dental insurance plans. In lieu of medical insurance coverage, the employee would be eligible to receive a contribution from the City in an amount determined by the City Council.

b) LIFE INSURANCE

The City pays 100% of the premium cost for \$10,000 of term life insurance. Employees have the option to buy up to \$300,000 of coverage at their own cost under the same program.

IV. COBRA

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the City's health plan when a "qualifying event" would normally result in the loss of eligibility.

Some common qualifying events include: resignation, termination of employment, death of an employee, a reduction in an employee's hours resulting in loss of insurance coverage, ~~a leave of absence,~~ an employee's divorce or legal separation, dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at the City's group rates. City provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage.

V. UNEMPLOYMENT INSURANCE AND WORKERS COMPENSATION

Employees are eligible for unemployment compensation as outlined in M.S. Chapter 268 and workers' compensation as outlined in M.S. Chapter 176. For further information about coverage limits and eligibility, see the City Administrator.

VI. ANNUAL LEAVE/PAID TIME OFF (PTO)

Paid time off replaces individual sick leave and vacation leave and combines them into a single benefit program. Employees accrue paid time off based on length of service with the City of Howard Lake. Years of service will be calculated from the employee's anniversary date unless otherwise stipulated in the employee's offer letter.

Annual leave can be used for any reason, subject to existing request and approval procedures. As with all paid time off programs, the city needs to ensure that service to the public and work requirements are not adversely impacted.

a) ACCRUAL RATES

Regular full-time employees shall receive paid time off hours in accordance with the following schedule:

Years of Service	Accrual Rates	Annual Accrual	Maximum Accrual
0-1	5.23 hours per pay period	136 hours	204 hours
2 – 4	6.00 hours per pay period	156 hours	234 hours
5 – 9	6.92 hours per pay period	180 hours	270 hours
10 – 14	8.31 hours per pay period	216 hours	324 hours
15 - 19	9.85 hours per pay period	256 hours	384 hours
20+	10.77 hours per pay period	280 hours	420 hours

Annual leave will not accrue during unpaid leaves. Annual leave will accrue on a pay-period basis up to a maximum of one-and-one-half times the employee's maximum annual accrual rate as noted above. Employees can carry over any annual leave that does not exceed the stated cap. No additional accrual will occur above the cap. Changes in the accrual rate of annual leave shall be made effective at the beginning of the payroll period following completion of the specified service requirement.

b) EXTENDED ILLNESS BANK

Employees hired prior to 5/20/2019 were hired under sick leave and vacation leave policies. In order to convert those accrued leave balances to paid time off (PTO), remaining sick leave hours were reserved in an individual extended illness bank. The extended illness bank can be used to cover absences requiring an employee to be out of work for more than three (3) consecutive days that would have been covered under the sick leave policy including:

- Employee illness, injury, or disability (including pregnancy)
- Family illness, injury or disability
- medical, dental, or other care provider appointments and procedures for the employee or other family members

Once the extended illness bank is exhausted, employees will use annual leave for all absences covered by the annual leave program. Upon termination of employment, up to 144 hours in the extended illness bank will be paid out at the employee's current rate of pay, subject to restrictions contained in Section 2, XI (Severance Pay) of this personnel policy.

c) MEDICAL CERTIFICATION

After a medical absence, a physician's statement may be required on the employee's first day back at work to indicate the nature of the illness or medical condition and attesting to the employee's ability to return to work and safely perform the essential functions of the job with or without reasonable accommodation.

Any work restrictions must be stated clearly on the return-to-work form. Employees who have been asked to provide such a statement may not be allowed to return to work until they comply with this provision.

VII. HOLIDAYS

Regular full-time employees receive a total of 10.5 paid holidays per year. All official holidays shall be considered to commence at the beginning of the first shift on the day on which the holiday is observed and continue for 24 hours thereafter. All observed holidays will consist of 8 hours of pay except for the ½ day on Christmas Eve will consist of 4 hours. Employees on an unpaid leave of absence shall not receive paid holidays. City offices are closed in observance of the holidays listed below.

Holiday	Date
New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Half Day/Christmas Eve	December 24 th (beginning at noon)
Christmas Day	December 25

If a designated holiday falls on Saturday, it will be observed on the preceding Friday. If a designated holiday falls on Sunday, it will be observed on the following Monday. If Christmas falls on Saturday, both the preceding Thursday (1/2 day) and Friday shall be holidays; if Christmas falls on a Sunday, both the preceding Friday (1/2 day) and the following Monday shall be holidays. If Christmas falls on Monday, the preceding Friday (1/2 day) and Monday itself shall be a holiday.

a) WORKING ON A HOLIDAY

Some positions in the City of Howard Lake may require employees to work on holidays. All employees are expected to work on holidays as required if necessary to provide municipal services. Employees may only work on a holiday at the direction of their Department Head or City Administrator. Employees who are scheduled work on a holiday and fail to work will not be eligible for holiday pay and may be subject to disciplinary action. Any non-exempt employee working on an official holiday shall receive a rate of pay at time and one-half their regular straight hourly rate for all work performed on the official holiday. Any full time non-exempt employee working on a holiday shall also receive the corresponding holiday hours as compensatory time or may request the holiday pay to be paid as Holiday Comp Time. Salaried exempt employees who work on holidays will be granted compensatory time for the hours worked on an observed holiday.

VIII. RETIREMENT

a) PERA

The City of Howard Lake is an active member of the Public Employees Retirement Association (PERA), to provide pension benefits for its eligible employees to help plan for a successful and secure retirement. Participation in PERA is mandatory for most employees, and contributions into PERA begin immediately. The city and the employee contribute to PERA each pay period as determined by state law. Most employees are also required to contribute a portion of each pay check for Social Security and Medicare (the city matches the employee's Social Security and Medicare withholding for many employees). Contact the City Administrator for information about PERA eligibility and contribution requirements.

b) CONTINUING HEALTH INSURANCE

Employees electing early retirement after having attained at least age fifty-five (55) and with at least ten (10) years of service with the City of Howard Lake shall be allowed continuing health coverage, both personal and dependent. Full premium cost will be paid by the employee. Coverage terminates at age sixty-five (65) or the death of the employee whichever occurs first, subject only to COBRA continuation, as applicable. (see COBRA Policy)

IX. FAMILY AND MEDICAL LEAVE

The City of Howard Lake will grant up to 12 weeks of family and medical leave during any 12 month period to eligible employees in compliance with the Family and Medical Leave Act (FMLA).

- a) ELIGIBILITY** – To be eligible for FMLA leave employees must have worked for the City for at least 12 months and for at least 1,250 hours over the previous 12 months.

- b) **EMPLOYEE NOTICE** – The employee is required to provide thirty (30) days advance leave notice when the leave is “foreseeable”. The written request must include the reasons for the leave and the anticipated length of absence.
- c) **ENTITLEMENT** - FMLA provides eligible employees with up to a combined total of 12 weeks, or 26 weeks for leave related to military service, of unpaid family or medical leave during a 12 month period for any of the following reasons:
1. In conjunction with the birth of a son or daughter or placement of a child in the employee’s household by adoption or foster care
 2. To care for the employee’s spouse, son or daughter or parent, who has a serious health condition.
 3. For a serious health condition that makes the employee unable to perform the functions for the employee’s job.
 4. A covered family member’s active duty or call to active duty in the Armed Forces or Reserves.
 5. To care for an injured or ill service member.
- d) **MAXIMUM PERIOD** - The length of family and medical leaves from employment without pay shall be limited to no more than twelve (12) weeks within any twelve-month period measured forward from the date the employee’s family and medical leave begins. The right to take the birth of placement leave expires at the end of the twelve (12) week period following the birth of placement and must be a continuous leave unless the City and employee agree that the leave may be taken intermittently. The Twelve (12) week leave to care for the employee’s child, spouse or parent or because of the employee’s serious health condition may be taken intermittently or on a reduced work schedule when medically necessary. In the event this leave is taken intermittently or on a reduced work schedule and the leave is foreseeable based on planned medical treatment (such as therapy), the City may require the employee to temporarily transfer to an alternative position of equivalent pay and benefits as required by law.
- e) **REINSTATEMENT** - Employees who are granted a family or medical leave will be reinstated to the same position or an equivalent position as the one they held prior to the commencement of their leave.
- e) **EFFECT ON BENEFITS** - The City will continue to maintain its contribution to the City’s health and dental insurance plan during periods of unpaid leave without interruption on the same basis as though the employee was not on leave. The City reserves the right to recover from the employee all contributions to the City’s health insurance plan paid during the unpaid leave period. If the employee fails to return to work because they are unable to perform the functions of their job because of their own serious health condition or because of the continued necessity of caring for a seriously ill family member, the employee may be exempt from the recapture provision.
- g) **SUBSTITUTION OF PAID LEAVE** - If the employee takes leave for the birth or placement of a child, the employee may substitute ~~accrued paid vacation time~~ paid time off for the unpaid leave. ~~The employee is not required to, but may choose to substitute accrued paid sick leave for the portion of their leave during which they are physically unable to report as certified by a physician, due to complications of childbirth only.~~ If the employee takes leave for their own or a

family member's illness, the employee must use ~~accrued paid sick leave and accrued paid vacation time~~ paid time off, ~~in that order~~, to substitute for unpaid leave.

- h) **MEDICAL CERTIFICATION** - If an employee requests leave because of a serious health condition or to care for a family member with a serious health condition, the City does require that the request be supported by a medical certification issued by the health care provider of the eligible employee or the family member as appropriate. The City will provide a form for the healthcare provider to complete. The City may also require recertification at reasonable intervals. The City reserves the right to require, at the City's expense, a second opinion from a different health care provider chosen by the City. All medical certifications will be treated as confidential and privileged. In the event the employee fails to provide the requested certification, the employee may be denied the leave until the certification is provided.
- i) **FITNESS FOR DUTY** - The City may require a fitness for duty examination issued by the employee's health care provider to verify the employee's ability to resume work before a return to work is granted.
- j) **ANNIVERSARY DATE** - An employee shall not accrue seniority during unpaid FMLA leave. The employee's anniversary date shall be adjusted for salary and benefit purposes according to the length of the absence.

X. OTHER TYPES OF LEAVE

Any request for leave of absence without pay shall be submitted in writing by the employee to his/her immediate Department Head or the City Administrator. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires. The City Council or City administrator shall approve leaves of absence.

Paid On Call Fire/Ambulance Exemption

Paid On Call Fire/Ambulance may not meet the specific requirements listed within the City's Personnel Policy for qualifying leave allowances as traditionally classified employees. However, the Howard Lake Fire Department Bylaws specify intended types, durations and regulations for approved leave. Please refer to HLFD Bylaws Section on Leave.

a) PARENTING LEAVE

An employee who works 20 or more hours per week and has been employed at least twelve (12) consecutive months is entitled to take an unpaid leave of absence in connection with the birth or adoption of a child. Parenting leave may not exceed six weeks, and must begin not more than six (6) weeks after the birth or adoption of the child.

Employees are not required to use ~~sick leave~~ paid time off during parental leave but may use ~~sick leave~~ paid time off at their option for any period of this leave ~~they are unable to work due to medical reasons~~.

The Employee is entitled to return to work in the same position and at the same rate of pay the employee was receiving prior to commencement of the leave. Group insurance coverage will remain available during the unpaid leave, with the employee being responsible for his/her share of the costs.

b) BEREAVEMENT LEAVE

All full time employee may be allowed up to three consecutive working days off with pay for bereavement leave for the death of an immediate family member such as the employee's spouse, child, father, mother, father-in-law, mother-in-law, or grandparent. If the employee desires more than three (3) days off, he/she may ask for time without pay.

The number of days taken for bereavement leave in all cases will be at the discretion of the City Administrator and/or Department Head.

c) MILITARY LEAVE

Any employee shall be entitled to a leave of absence, without loss of pay, seniority status, efficiency rating, ~~paid time off-vacation, sick leave~~, or other benefits for all the time when he or she is engaged with a reserve force of the United States or the State of Minnesota or other component of the military of the United States in training or active service ordered or authorized by proper authority pursuant to law, whether for State or Federal purposes, but not exceeding a total of fifteen (15) working days in any calendar year.

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

Where possible, notice is to be provided to the city at least ten (10) working days in advance of the requested leave. If an employee has not yet used his/her fifteen (15) days of paid leave when called to active duty, any unused paid time will be allowed for the active duty time, prior to the unpaid leave of absence.

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

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

Employees will be granted up to ten (10) working days of unpaid leave whose immediate family member is a member of the United States armed forces who has been injured or killed while engaged in active service. The 10 days may be reduced if an employee elects to use appropriate accrued paid leave.

Unless the leave would unduly disrupt the operations of the city, employees whose immediate family member, as a member of the United States armed forces has been ordered into active service in support of a war or other national emergency, will be granted an unpaid leave of absence, not to exceed one day's duration in any calendar year, to attend a send-off or homecoming ceremony for the mobilized service member.

d) JURY DUTY AND COURT LEAVE

Regular employees shall be granted a paid leaves of absence anytime they are required to report for jury duty or to appear before a court, legislative committee, other judicial or quasi-judicial body as a witness in action involving the federal government, State of Minnesota, or a political subdivision thereof in response to a subpoena or other direction by proper authority service, ~~except that an employee shall not be compensated for appearing at a criminal trial in which the employee is a defendant.~~ Employees shall be paid the difference between any jury duty compensation they receive and their regular wage for each day of jury service. Time spent on jury duty will not be counted as time worked in computing overtime.

Any absence, whether voluntary or in response to a legal order to appear and testify in private litigation to which the employee is a party, not as an employee of the City, but as an individual, shall be taken without pay. Employees may choose to use ~~vacation-paid time off~~ or compensatory time and may keep any per diem payments.

e) SCHOOL CONFERENCES AND ACTIVITY LEAVE

Employees who have worked for 12 consecutive months preceding the request and for an average of twenty (20) or more hours per week during that period, may take unpaid leave of up to sixteen (16) hours during any school year, to attend school conferences or classroom activities related to the employee's child, provided the conference or classroom activities cannot be scheduled during non-work hours. When the need for leave during work hours is foreseeable, the employee shall provide reasonable prior notice and make a reasonable effort to schedule the leave to minimize any work disruptions. Employees may choose to use ~~paid time off-vacation leave hours~~ for this absence, but are not required to do so.

f) BONE MARROW DONATION LEAVE

Employees who average twenty (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.

g) SICK OR INJURED CHILD LEAVE

An employee who works twenty (20) or more hours per week and has been employed at least twelve (12) consecutive months may use ~~personal-sick leave~~~~paid time off~~ benefits for absences due to an illness or injury of his/her child for such reasonable periods as the employee's attendance with the child may be necessary on the same terms the employee is able to use ~~sick leave~~~~paid time off~~ benefits for the employee's own illness or injury. ~~Sick leave~~~~Paid time off~~ benefits do not include short or long term disability or other salary continuation benefits.

h) ELECTIONS/VOTING LEAVE

An employee selected to serve as an election judge pursuant to Minnesota law, will be allowed time off without pay for purposes of serving as an election judge, provided that the employee gives the city at least twenty (20) days written notice.

All employees eligible to vote at a State general election, at an election to fill a vacancy in the office of United States Senator or Representative, or in a Presidential primary, will be allowed time off with

pay to vote on the election day. Employees wanting to take advantage of such leave are required to work with their supervisors to avoid coverage issues.

i) UNPAID LEAVE OF ABSENCE

In situations not covered by the Family and Medical Leave and other statutory leaves, an unpaid leave of up to six (6) months with a possible extension of up to one (1) year with approval of the City Council. Denial of such a leave request shall not be subject to the grievance process.

Personal leaves may be cancelled by the City Council at any time it is found the employee is using the leave for purposes other than those specified at the time of approval or when the interests of the City, as determined by the City Council, require the employee to return to employment.

1. **REINSTATEMENT AFTER LEAVE** – Except as provided by the Family and Medical Leave, any employee returning from an approved unpaid leave of absence as covered by this section shall be entitled to return to employment in his/her former position or another position with job duties and pay if such a position is available.
2. **LIMITATIONS** – ~~Sick leave and vacation leave~~paid time off will not accumulate during any leave of absence without pay; accrued amounts of ~~both sick leave and vacation leave~~paid time off if not used by the employee shall remain on the record at the inception of the leave of absence and shall continue to remain on with the employee and shall be available to the employee upon his/her return. Except under FMLA, if the leave extends for more than thirty-one (31) days, health and dental coverage and life insurance premiums must be paid in full by the employee during such leave or the coverage will lapse. For leaves without pay of thirty-one (31) days or less, the City will continue its normal premium contributions. Failure on the part of the employee to request and receive authorization for an extension before expiration or to notify the Department Head or City Administrator three (3) working days after the expiration of such leave shall be considered a resignation.
3. **AUTHORIZATION** – Authorization for or disapproval of a leave of absence shall be furnished to the employee in writing by the City Administrator.

XI. REASONABLE ACCOMODATIONS

The City of Howard Lake will provide an equal opportunity for disabled persons in their employment with the City as well as provide a bias-free environment for disabled employees, or for disabled persons who seek employment with the City.

The City, upon the employee's request, will engage in an interactive process to determine if a reasonable accommodation can be provided in compliance with the Americans With Disabilities Act (ADA) and the Minnesota Human Rights Act unless such accommodations impose an undue hardship on the city. Potential accommodations will be determined on a case-by-case basis utilizing information such as the employee's job description, a medical examination, review of medical information, or a medical certification that is job-related and consistent with the City's legitimate needs and interests.

SECTION 6: EMPLOYEE DEVELOPMENT

I. TRAINING

The City of Howard Lake is committed to the training of its personnel on a continued basis. This includes both on the job training, classroom study, seminars, conferences, and workshops. Department Heads will be responsible for determining appropriate training of employees for the purpose of improving the quality of services rendered to the City and to assist employees to prepare themselves for advancement.

Conferences, workshops, and training sessions must be job related and used to develop the information and skills of City staff and may be attended upon approval of the Department Head and/or City Administrator. Any cost incurred for an educational course directed by the City shall be reimbursed in total to the employee.

II. PERFORMANCE APPRAISALS

The City performance appraisal system is a tool designed to provide the employee and City with a means to identify strengths, correct deficiencies and thereby improve performance. The performance appraisal system will be primarily based on the employee's position description.

a) PROCEDURE

1. Performance reviews are to be scheduled on a regular basis, at least annually, and as needed following a probationary period or performance improvement plan. The form, with all required signatures, will be retained as part of the employee's personnel file.
2. Immediate supervisors may conduct employee evaluations. They will hold individual, personal conferences with the employees they evaluate to discuss the performance review.
3. Evaluations will address job strengths, progress, needed improvements and goals for the next evaluation period. Performance standards will be specific, measurable, related to quality, quantity, timeliness of work and other criteria identified by the employee's supervisor or department head.
4. The Department Head and/or City Administrator and the employee must sign and date the performance review before filing it in the Personnel file. If the employee refuses to sign his/her review, the Department Head will sign for the employee stating the employee's refusal to sign.
5. During the probationary period supervisors will monitor employee's performance. Probationary employees, including newly hired, promoted, transferred, demoted, and reclassified or reinstated employees, will normally receive a written evaluation prior to completing the probationary period. A written notice is sent to the employee if their performance is unsatisfactory. A time line to correct the problem will be established. If the employee does not show satisfactory improvement, dismissal will follow.
6. The City may choose to provide a written evaluation at any time it determines that it is in the best interest of the City or the employee. The City may choose to place employees who have previously had performance difficulties or deficiencies on a performance improvement plan, which includes periodic performance appraisals within the period of the performance improvement plan.
7. Employees will receive a copy of the performance appraisal if requested.

SECTION 7: CITY POLICIES

I. ETHICAL CONDUCT

The City of Howard Lake employees become representatives of the city and are responsible for assisting and serving the citizens for whom they work. An employee's primary responsibility is to serve the residents of Howard Lake. Employees should exhibit conduct that is ethical, professional, responsive, and of standards becoming of a city employee. To achieve this goal, employees must adhere to established policies, rules, and procedures and follow the instructions of their supervisors. Each of the following policies gives further guidance on the expectations of City employees.

Misconduct generally can fall into two categories: behavior that adversely impacts the employee's ability to perform job duties with the trust of the organization and/or public; and behavior that adversely impacts the City's reputation and diminishes the trust of the public.

II. CONFLICT OF INTEREST

Employees shall notify the City Administrator before engaging in any outside employment, activity, or enterprise so the City Administrator and/or the City Attorney may determine if a conflict of interest exists between said employment, activity, or enterprise and the employee's primary employment with the City.

In determining whether such outside employment or activities for private gain constitute a conflict of interest with public duties or are inconsistent or incompatible with public employment, the following shall be considered:

- a) Outside employment must not interfere with a full-time employee's availability during the city's regular hours of operation or with a part-time employee's regular work schedule.
- b) Outside employment must not interfere with the employee's ability to fulfill the essential requirements of his/her position.
- c) The employee must not use city equipment, resources or staff in the course of the outside employment.
- d) The employee must not violate any city personnel policies as a result of outside employment.
- e) The employee uses information not generally available to the public in the employee's private affairs, which allows him or her to directly or indirectly gain something of value.
- f) If an employee's personal relationships may have inappropriate influence on business decisions.
- g) The employee must not receive compensation from another individual or employer for services performed during hours for which he/she is also being compensated by the city. Work performed for others while on approved ~~vacation-paid time off~~ or compensatory time is not a violation of policy unless that work creates the appearance of a conflict of interest.
- h) Excessive entertainment or other similar activities with City employees from any outside concern, which does or is seeking to do business with the City, may be concern of conflict of interest.

- i) All confidential information performed by employees shall be treated on that basis and shall not be disclosed except for the extent necessary for the protection or interest of the City.
- f) The City Council, in its discretion, will be the final arbitrator of whether a conflict of interest exist. The City expects each of its employees, whether or not involved in other activities or places or employment, to continually and successfully meet the performance and other work expectations of his/her position.

III. HARASSMENT PREVENTION AND RESPECTFUL WORKPLACE

The City strives to maintain a working environment free from offensive or degrading remarks or conduct. Offensive behavior can include, but is not limited to: inappropriate remarks about someone's physical characteristics, age, gender, personal activities, race, national origin, or religion. Offensive behavior may also involve requests to engage in illegal, immoral or unethical conduct, or it could include inappropriate physical contact or physical injury to another person.

It is the policy of the City of Howard Lake to ensure that the workplace and City facilities are free of any form of sexual harassment and discrimination. Such harassment is a violation of the Minnesota Human Rights Act and Title VII of the Civil Rights Act of 1964.

Sexual harassment of or by City employees is strictly prohibited and will not be tolerated. It is the City's policy that all employees are responsible for assuring that the workplace and facilities are free from sexual harassment and discrimination. Engaging in any sexual harassment or discrimination will be considered just cause for disciplinary action up to and including termination. The City of Howard Lake recognizes the continued need to educate its employees and elected/appointed officials on the subject of sexual harassment and discrimination.

a) **TYPES OF DISRESPECTFUL BEHAVIOR**

The following behaviors are unacceptable and therefore prohibited, even if not unlawful in and of themselves:

1. **Violent behavior:** includes the use of physical force, harassment, bullying or intimidation.
2. **Discriminatory behavior:** includes inappropriate remarks about or conduct related to a person's race, color, creed, religion, national origin, disability, sex, pregnancy, gender-biased statements, such as stereotypes about women or men, marital status, age, sexual orientation, gender identity, or gender expression, familial status, or status with regard to public assistance.
3. **Offensive behavior:** may include such actions as: rudeness, angry outbursts, inappropriate humor, vulgar obscenities, name calling, disparaging language, or any other behavior regarded as offensive to a reasonable person based upon violent or discriminatory behavior as listed above. It is not possible to anticipate in this policy every example of offensive behavior. Accordingly, employees are encouraged to discuss with their fellow employees and supervisor what is regarded as offensive, taking into account the sensibilities of employees and the possibility of public reaction.

If an employee is unsure whether a particular behavior is appropriate, the employee should request clarification from their supervisor or the city administrator.

4. **Sexual harassment:** can consist of a wide range of unwanted and unwelcome sexually directed behavior such as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
- Submitting to the conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
 - Submitting to or rejecting the conduct is used as the basis for an employment decision affecting an individual's employment; or
 - Such conduct has the purpose or result of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

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

- Unwelcome or unwanted sexual advances. This means stalking, patting, pinching, brushing up against, hugging, cornering, kissing, fondling or any other similar physical contact considered unacceptable by another individual.
- Verbal or written abuse, kidding, or comments that are sexually-oriented and considered unacceptable by another individual. This includes comments about an individual's body or appearance where such comments go beyond mere courtesy, telling "dirty jokes" or any other tasteless, sexually oriented comments, innuendos or actions that offend others. The harassment policy applies to social media posts, tweets, etc., that are about or may be seen by employees, customers, persons with whom the offending employee has worked with in their capacity as a City employee, etc.
- Requests or demands for sexual favors. This includes subtle or obvious expectations, pressures, or requests for any type of sexual favor, along with an implied or specific promise of favorable treatment (or negative consequence) concerning one's current or future job.

b) COMPLAINTS

Any employee or member who believes he or she is being subjected to (or if they see or overhear) disrespectful workplace behavior prohibited by this policy, are encouraged to respond to the situation in one of the ways below. If an immediate threat to our safety of the safety of others may exist, contact law enforcement. Contact your supervisor as soon as possible.

Step 1 (a) - If you feel comfortable doing so, immediately demand that the offender(s) stop no matter who the offender is or what position(s) of authority they have.

Step 1 (b) – If you fear adverse consequences or if the matter is not resolved, report the incident or behavior to your supervisor or the City Administrator. Any supervisor who receives an offensive complaint, or who has reason to believe this type of behavior is occurring, is responsible for reporting these concerns to the City Administrator. If the complaint involves an individual in the employee's direct line of command, then the employee may go to another supervisor with the complaint.

Step 1 (c) - If you feel that reporting offensive behavior to the City Administrator is either ineffective or impossible, or if they are the cause of the offensive behavior, report the situation to the Assistant City Administrator and/or Chief of Police. You

have the right and responsibility to inform a member of the management staff about any problem so appropriate action can be taken.

- Step 2 –** The employee or member making the complaint will be asked to document the nature of the complaint relating to the offensive conduct or communication in writing. The complaint will be reported to the **City Administrator** to determine whether an investigation is warranted.
- Step 3 –** If a formal investigation is warranted, the individual alleging a violation of this policy will be interviewed to discuss the nature of the allegations. Typically, the investigator will obtain the following description of the incident, including date, time and place:
- Corroborating evidence.
 - A list of witnesses.
 - Identification of the offender.
- Step 4 -** In most cases, as soon as practical after receiving the written or verbal complaint, the alleged policy violator will be informed of the allegations, and the alleged violator will have the opportunity to answer questions and respond to the allegations. The City will follow any other applicable policies or laws in the investigatory process.
- Step 5 -** After adequate investigation and consultation with the appropriate personnel, a decision will be made regarding whether or not disciplinary action will be taken.
- Step 6 -** The alleged violator and complainant will be advised of the findings and conclusions as soon as practicable and to the extent permitted by the Minnesota Government Data Practices Act.

c) CONFIDENTIALITY

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

d) PENALTIES

Violations, substantiated through a proper investigation, of this policy may result in discipline, up to and including termination, depending on the severity of the offense and circumstances involved. Discipline will be determined on a case-by-case basis, after a review of the information.

Retaliation against any person who complains, reports or participates in an investigation of harassment or other misconduct is strictly prohibited and may result in discipline up to and including termination.

IV. COMMUNICATION (OPEN-DOOR) POLICY

The City is interested in maintaining a work place that fosters open communication and encourages productive dialogue between employees, their supervisors and their co-workers. An employee's immediate supervisor, the Department Head, the City Administrator, and the City Council all represent important channels of communication. Employees are able to utilize all of these levels to make suggestions, provide work-related input, and express concerns. When voicing a concern, it is expected that an employee will initially contact his/her supervisor and after that, the City Administrator. The Mayor and City Council are available when appropriate, particularly to ensure that work place concerns are, as much as possible, responded to in a manner that is mutually satisfactory to employees and the City.

V. POLITICAL ACTIVITY OF EMPLOYEES

Absent a conflict of interest, employees are permitted to engage in political activity and hold elected office. The limitations on the exercise of this right are statutory. Specific prohibitions include the following:

- a) No person shall in any manner during hours of employment use their authority or official influence to compel any employee to apply for membership in or become a member of a political organization; to pay or promise to pay a political contribution; or to take part in any political activity.

Any officer or employee who violates these provisions and is found guilty of a violation under Minnesota Statute Section 211B.09 shall be automatically terminated.

- b) No person covered by the rules shall, during their hours of employment, participate in any manner in soliciting, receiving, or paying any assessment, subscription, or contribution for any candidate, party or political purpose. Any person violating this rule will be dealt with under the City of Howard Lake's discipline process.
- c) No officer or employee whose principal employment is in connection with an activity financed in whole or in part by loans or grants made by the United States or a Federal agency, shall:
 - 1. use official authority or influence for the purpose of interfering with or affecting the result of an election or nomination for office;
 - 2. directly or indirectly coerce, attempt to coerce, command, or advise a State or Local officer or employee to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for political purposes; or
 - 3. be a candidate for partisan elective office if restricted by the Federal Hatch Act (5 USC Sections 1501-1508). (Generally this restriction applies only to individuals who are not holding elective office or are not a duly elected head of an executive department of a municipality and are not classified under a State or Municipal merit system). Specific questions on Political Activity should be addressed to the City Attorney.
- d) An employee must notify the City Administrator and his or her Department Head upon filing for elective office. The Department Head and City Administrator will determine whether the candidacy creates a conflict of interest or the appearance of a conflict of interest. In the event of a conflict of interest, the employee must take an unpaid personal leave of absence or resign from City employment. The leave of absence will continue until the conflict of interest or appearance of conflict of interest is no longer present.

- e) An employee who is not successful in the bid for public office will not be deemed to have a conflict of interest following the results of election or the formal end to the candidacy. In the event that an employee is elected to a position, the City Council will determine whether a conflict of interest exists with the elected position and continued employment with the City. In the event the City Council determines that there is a conflict, the leave of absence will continue until the employee no longer occupies the elected position or the City Council subsequently determines that there is no conflict of interest, unless this provision is preempted by State law.
- f) An employee may request a leave of absence upon becoming a candidate, or during the course of candidacy, for any elected public office.

VI. TRAVEL POLICY

The City of Howard Lake recognizes that its employees and elected officials may at times receive value from traveling within or out of the state for workshops, conferences, events and other assignments. This policy sets forth the conditions under which travel expenses will be reimbursed by the City.

All travel requests must be approved in advance by the department head and City Administrator. For travel lasting more than one day a Travel Request Form should be completed. The form should be a complete listing of the total expense for the trip, including expenses paid directly by the city for transportation, lodging, and registration/conference fees. The form must be completed and approved by the city administrator prior to booking.

a) TRAVEL AND MEAL ALLOWANCE

If employees are required to travel outside of the area in performance of their duties as a city employee, they will receive reimbursement of expenses for meals, lodging and necessary expenses incurred. Department heads may use their best judgement for eligibility to attend, and pre-payment vs reimbursement for expenses.

The city will not reimburse employees for the following expenses:

- meals connected with training or meetings within city limits, unless the training or meeting is held as a breakfast, lunch or dinner meeting,
- alcoholic beverages
- attendance at events sponsored by or affiliated with political parties
- costs associated with the attendance of a family member
- recreational expenses.

Airfare will be reimbursed at the coach rate. Employees who find it necessary to use their private automobiles for city travel and who do not receive a car allowance will be reimbursed at the IRS mileage rate. Mileage will be recorded beginning and ending the trip at the City Hall. If the actual departure point is other than the City Hall, mileage will be reimbursed from the departure point or City Hall, whichever is less of a distance. It is expected that trips for the same place will be pooled whenever possible.

Expenses for meals, including sales tax and gratuity, will be reimbursed according to this policy. No reimbursement will be made for alcoholic beverages. Requests for reimbursement under this provision shall include an itemized receipt.

Receipts are required for lodging, airfare, transportation, and meals and should accompany an expense report form.

VII. CITY VEHICLE DRIVING

City-owned vehicles are to be used only for City business. Only City employees, officials and committee members may drive City vehicles, and all drivers must comply with the following guidelines:

a) REQUIREMENTS

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. All drivers should comply with the following requirements:

1. All drivers must be City employees.
2. All drivers must be properly licensed.
3. All drivers must record driver's license information with the City Administrator.
4. Persons other than City employees are allowed as passengers only when it is necessary for conducting City business.
5. All drivers must obey local and state motor vehicle laws when operating a vehicle. This includes department level policies and methods deemed necessary for the safe delivery of services and incident response.

b) DRIVERS LICENSE COMPLIANCE

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.

c) ACCIDENTS

When a City vehicle is involved in an accident, the following procedure will be followed:

1. Check for injury and possible hazardous conditions.
2. Call law enforcement and appropriate emergency help.
3. Remain at the scene of the accident until released by authorities.
4. Get a copy of "Minnesota Accident Report" from the law enforcement officer in charge.
5. Inform your Department Head or City Administrator of accident details immediately upon being released from the accident scene.

6. An accident report must be filed with the City Administrator's office immediately if possible and in no case more than forty-eight (48) hours from the time of the accident.

d) TRAFFIC VIOLATIONS

When a City vehicle is involved in traffic violations, the following procedure will be followed:

1. Traffic violations, including parking violations shall be the sole responsibility of the employee involved.
2. The City Administrator must be notified of all violations.
3. The employee must show documentation of the paid ticket.

VIII. EMPLOYEE SAFETY

The City of Howard Lake recognizes its responsibility to provide a work place in which safety is promoted and hazards are removed, prevented or minimized. Employees are responsible for observing all safety rules and procedures. Some departments may have additional safety rules and procedures specific to their operation in a separate document.

a) TRAINING REQUIREMENTS

Any employee routinely exposed to hazardous substances or harmful physical agents as defined in the Minnesota Employee Right to Know Act of 1983 (Laws 1983, Minn. Stat. 182.65- 182.675) shall be trained before being assigned or reassigned work exposing the employee to such substances or agents and shall be given training annually thereafter. Training shall include an explanation of how and where information about hazards is stored in the workplace, how the hazards are labeled, and where to obtain specific information. The City Administrator, shall provide for such training and for the City's compliance with the Employee Right-to-Know Act, the Workplace Accident and Injury Reduction Act, and other state and federal OSHA-related requirements including: the establishment of a written program, the identification of all hazardous substances, the acquisition and maintenance of Material Safety Data Sheets, and the monitoring of containers for proper labels.

An employee acting in good faith has the right to refuse to work under conditions, which the employee reasonably believes present, an imminent danger of death or serious physical harm to the employee.

b) SAFETY EQUIPMENT

Where safety equipment is required by federal, state, or local rules and regulations, it is a condition of employment that such equipment be worn by the employee. If an employee fails to use the proper safety equipment or devices, department heads will report violation to the City Administrator.

c) REPORTING ACCIDENTS AND ILLNESSES

Both Minnesota workers' compensation laws and the state and federal Occupational Safety and Health Acts require that all on the job injuries and illnesses be reported as soon as possible by the employee, or on behalf of the injured or ill employee, to his/her supervisor. The employee's

immediate supervisor is required to complete a First Report of Injury and any other forms that may be necessary related to an injury or illness on the job.

IX. DRUG FREE WORKPLACE

The City of Howard Lake recognizes that alcoholism and other drug dependencies are a significant problem that has the potential to cause severe effects in the workplace. In an effort to continue to maintain a drug-free workplace the City adopts the following policy:

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

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

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

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

X. DRUG & ALCOHOL TESTING

The abuse of drugs and alcohol is a nationwide problem, which affects persons of every age, race and gender. The City of Howard Lake recognizes that work performance and safety problems are created when employees use or abuse illegal drugs and/or alcohol. The City will provide a safe workplace for its employees and maintain a drug and alcohol free work place. The City has established the following policy on drugs and alcohol with drug and alcohol testing provisions mandated by the Omnibus Transportation Employee Testing Act of 1991.

a) DEFINITIONS

- a. Alcohol - the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohol including methyl or isopropyl alcohol.
- b. Confirmation (or confirmatory) test - In drug testing, a second analytical procedure to identify the presence of a specific drug or metabolite that is independent of the screening test and that uses a different technique and chemical principle from that of the screening test in order to ensure reliability and accuracy. (Gas chromatography) mass spectrometry (GC/MS) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine). In alcohol testing, a second test, following a screening test with a result of 0.02 or greater that provides quantitative data of alcohol concentration.
- c. Drug - any substance (other than alcohol) that is a controlled substance as defined in Minnesota Statutes Section 152.01 ~~Subd.~~Subd. 4.

- d. Random selection - a mechanism for selection of employees for testing where each employee has an equal chance of being tested each time selections are made.
- e. Reasonable suspicion - the Employer believes the appearance, behavior, speech, or body odors of an employee are indicative of the use of a controlled substance or alcohol based on the observation of at least one (1) Department Head or official who has received training in the identification of behaviors indicative of drug and alcohol use.
- f. Substance Abuse Professional (SAP) - means a licensed physician or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of the clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders.
- g. Removed from duty - employee is relieved from working in a safety sensitive function and all responsibility for performing safety sensitive work.

b) APPLICABILITY

The City may request or require alcohol and/or drug testing of the following individuals and under the following circumstances:

1. Job applicants for positions which require a pre-employment physical, including volunteer firefighters, and applicants for positions which require contact with City vehicles. Testing will not be required or requested unless a job offer has been made to the applicant.
2. The City may test persons in safety-sensitive positions on a random selection basis.
3. Employees who violate provisions of this Policy or the Drug Free Workplace Policy.
4. Employees whom a supervisor has reasonable suspicion to believe are under the influence of drugs or alcohol during employment.
5. Employees who have sustained a personal injury, as that term is defined in Minnesota Statutes Section 176.011, Subd. 16, or have caused another employee to sustain a personal injury.
6. Employees who have caused a work-related accident or who were operating or helping to operate machinery, equipment, or vehicles involved in such a work-related accident.
7. The City may request or require an employee to undergo drug and alcohol testing if the employee has been referred by the City for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan, in which case the employee may be requested or required to undergo drug and alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two (2) years following completion of any prescribed chemical dependency treatment program.
8. Return – To – Duty Testing. An employee found to have violated this policy should not return to work until after undergoing return-to-duty tests indicating an alcohol concentration of less than 0.02 and a verified negative result for controlled substances.

9. ~~Police/Fire/EMS personnel are prohibited from operating city vehicles if they have consumed any alcohol within 4 hours of an emergency call.~~

10. ~~Call Back/Call Out/Paid On Call—Employees subject to call backs/call out or are on scheduled paid on call are prohibited from consuming intoxicating beverages or controlled substances that may inhibit performance, response or safe delivery of services.~~

11. ~~Strict Scrutiny—employees with department policies or drivers license requirements that provide more strict adherence for conformance are obligated to whichever language is most strict.~~

c) TESTING PROCEDURE

1. **Notification Form.** Before requesting an employee or job applicant to undergo drug or alcohol testing, the employer shall provide the individual with a form on which to acknowledge that they have seen a copy of the City's drug and alcohol testing policy and indicate consent to undergo the drug and alcohol testing. Employees in safety-sensitive positions are subject to a random selection drug and alcohol testing and will sign consent to participate in this program.

If the request is due to reasonable suspicion and consent to testing is provided, the employee must be driven to the designated collection facility.

2. **Test Sample.** All test samples shall be taken at the designated collection facility. Split urine samples will be collected according to FHWA regulation. The collection facility shall be responsible for establishing a reasonable chain of custody procedures. The procedure utilized for collecting samples for testing shall ensure privacy to the extent practicable, considering the need to prevent tampering with the sample.
3. **Laboratory.** The City will use a testing laboratory for drug and/or alcohol testing which is licensed by the Commissioner. The testing laboratory shall use methods of analysis and procedures to ensure reliable drug and alcohol testing results, including standards for initial screening tests and confirmatory tests. The designated testing laboratory will automatically perform a confirmatory test on all samples which test positive. No adverse personnel action will be taken on an initial screening test that has not been verified by a confirmatory test.
4. **Test Report.** Within three business days of the City's receipt of the results, the City will notify the employee/job applicant of the result of the alcohol and drug test and of the individual's rights as specified in this policy and Minnesota Statutes Section 181.953, Subd. 10 or 11.

d) REFUSAL TO UNDERGO TESTING

Refusal to submit to an alcohol or controlled substance test means that an employee or job applicant fails to consent to undergo testing, fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing, fails to provide adequate urine for controlled substances testing without valid medical explanation after he or she has received notice of the requirement for urine testing; or engages in conduct that clearly obstructs the testing process.

Employees: If an employee refuses to undergo drug or alcohol testing requested or required by the City, no such test shall be given and the employee's Department Head may recommend to the City Administrator that the employee be disciplined up to and including termination from employment.

Job Applicants: If a job applicant refuses to undergo drug or alcohol testing requested or required by the City, no such test shall be given and the job applicant shall be deemed to have withdrawn their application for employment.

e) EMPLOYEE/JOB APPLICANT RIGHTS AFTER A TEST

Negative Test Result.

In the event of a negative test result, the employee has the right to request and receive from the City a copy of the test results report.

Positive Test Result.

Within five (5) days after receiving notification of a positive test result, an individual may submit any information to explain the result and request, in writing, a confirmatory retest of the original sample at the employee's or job applicant's own expense. At the same time, the individual may request, in writing, release of the frozen sample if the option was chosen. The individual may request that the designated laboratory perform the confirmatory retest or request transfer of the sample to a state licensed testing laboratory of the individual's choosing.

The City shall comply with the employee's request to retest or transfer the sample within three (3) business days. No adverse personnel action will be taken if the confirmatory retest does not confirm the original test.

An employee or job applicant may request and receive from the City a copy of the drug or alcohol test result report.

f) DISCIPLINE

Any person found to be in violation of this policy is subject to discipline up to and including discharge. Disciplinary actions taken pursuant to this policy are appeal-able pursuant to the procedures established in the Employer's personnel policy and rules or any applicable collective bargaining agreement, but not both.

Nothing in this policy limits or restricts the right of the employer to discipline or discharge an employee for conduct on grounds other than a positive test result in a confirmatory test.

Job Applicants:

The City's conditional offer of employment will be withdrawn from any job applicant who refuses to be tested or tests positive for illegal drugs as verified by a confirmatory test.

Employees:

- No Adverse Action without Confirmatory Test. The City will not discharge, discipline, discriminate against, or request or require rehabilitation of an employee based on a positive test result from an initial screening test that has not been verified by a confirmatory test.
- Suspension Pending Test Result. The City may temporarily suspend a tested employee with or without pay, or transfer that employee to another position at the same rate of pay pending

the outcome of the requested confirmatory retest, provided the City believes that it is reasonably necessary to protect the health or safety of the employee, co-employees, or the public. The employee will be asked to return home, and will be provided appropriate arrangements for return transportation to his or her residence. In accordance with Minn. Stat. § 181.953, subd. 10, an employee who has been suspended without pay will be reinstated with back pay if the outcome of the requested confirmatory retest is negative.

- Discharge. The City will not discharge an employee for a first confirmatory positive test unless the following conditions have been met:
 - a) The City has first given the employee an opportunity to participate in either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the City after consultation with a certified chemical use counselor or physician trained in the diagnosis and treatment of chemical dependency. Participation by the employee in any recommended substance abuse treatment program will be at the employee's own expense or pursuant to the coverage under an employee benefit plan. The employee must use accumulated ~~sick leave, vacation~~ paid time off, compensatory time and unpaid leave, as needed until the substance abuse professional determines that the employee may return to duty. The certified chemical use counselor or physician trained in the diagnoses and treatment of chemical dependency will determine if the employee has followed the rehabilitation program as prescribed; and
 - b) The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a refusal to test or positive test result on a confirmatory test after completion of the program.

g) DISCLOSURE

Test result reports and other data acquired in the drug or alcohol testing process is private data on individuals pursuant to Chapter 13 of the Minnesota Statutes. The information will not be released to any third party without the written consent of the tested individual except under the following circumstances:

- The information may be used in an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under Chapter 43A or other applicable state or local law, or a judicial proceeding, provided that the information is relevant to the hearing or proceeding.
- The information may be disclosed to a federal agency or other unit of the United States government as required by federal law, regulation, order, or in accordance with compliance requirements of a federal government contract.
- The information may be disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment of the employee.

XI. ALCOHOL/CONTROLLED SUBSTANCE PROHIBITIONS

1. Police/Fire/EMS personnel are prohibited from operating city vehicles if they have consumed any alcohol within 4 hours of an emergency call.

2. Call Back/Call Out/Paid On Call – Employees subject to call backs/call out or are on scheduled paid on call are prohibited from consuming intoxicating beverages or controlled substances that may inhibit performance, response or safe delivery of services.

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3. Strict Scrutiny – employees with department policies or driver's license requirements that provide stricter adherence for conformance are obligated to comply with the most restrictive requirements applicable to such employees.

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XII. USE OF TECHNOLOGY

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The City provides employees with technology to assist them with their job responsibilities. This policy establishes guidelines for employee use of technology including but not limited to computers, voicemail, e-mail, cell phones, personal recording devices, the internet, and other information systems.

a) ACCESS

All City technology systems are the property of the City of Howard Lake. The City reserves the right to access, retrieve and read any data, messages or files stored on City technology and the right to disclose any data, messages or files without prior consent. The City may restrict access of certain users to various applications and/or the internet. Use of City technology is not private, including use of e-mail and the internet. By using City technology, employees consent to any monitoring of technology that may take place.

b) EMPLOYEE RESPONSIBILITIES

Employee use of technology can be associated with the City and should reflect the professionalism of the City. Use of technology should follow the City's guidelines regarding conduct as outlined in the City Policies section of this Personnel Policy. This is intended to include the use of both private and city-managed accounts and posting information or materials that may be private, confidential or otherwise sensitive in nature.

Prohibited Behavior. Examples of prohibited behavior include:

- Displaying, printing, or transmitting material that contains defamatory, false, inaccurate, abusive, obscene, pornographic, profane, threatening, racially offensive, or otherwise violates the City's Harassment Prevention and Respectful Work Place Policy.
- Using the City's technology or allowing someone else to use it for personal profit, commercial product advertisement, or partisan political purposes.
- Posting inappropriate comments or confidential information on social networking sites.
- Using the City's technology including equipment, software and records for personal use or in a manner inconsistent with the professional, ethical delivery of services.
- Use of cell phones, radios and communication equipment in a manner contrary to state law (e.g., texting/talking while operating a vehicle without hands free technology).

Limit Personal Use. Employees may use technology for personal use provided that it does not interfere with or preempt City business and is done at appropriate times. Personal use of City technology is not private and must comply with all City policies.

Maintain Security. It is extremely important that the City's information systems are secure~~city~~. Employees are responsible for:

- Protecting passwords against unauthorized use.
- Not leaving their computer unattended when confidential information is visible.
- Ensuring private and confidential information is appropriately safeguarded.

A violation of this policy can be the cause for discipline. The disciplinary action imposed will be based on the severity of the violation and not necessarily follow the City disciplinary policy stated elsewhere in this policy manual.

POLICY ACKNOWLEDGEMENT

Employee Handbook/Personnel Policy Acknowledgement

I have received a copy of the City of Howard Lake's Personnel Policy and understand that it is my responsibility to read and comply with the policies and any revisions. I understand that the purpose of the Personnel Policy is to provide employees with information regarding employment with the City of Howard Lake, and that it is not an employment contract.

Print Name

Signature

Date



HOWARD LAKE CITY COUNCIL MEETING

FEBRUARY 16, 2021

AGENDA ITEM: Consider Various Updates to the Personnel Policy

SECTION: New Business

FROM: Nick Haggemiller, City Administrator
Mike Couri, City Attorney

BACKGROUND: The City has an adopted Personnel Policy which every city employee is subject to its rules and regulations. The last major revision to the policy was 2019.

The current set of revisions are primarily driven after the consideration of a total repeal and replacement of the Howard Lake Fire Department Bylaws. At issue is the understanding that over time the HLFHD members have gone from a 'volunteer' model to paid on-call. Doing so, presents matters that are not fully addressed or properly classified in the personnel policy. In addition to fire department prompted revisions, the entire policy was given to City Attorney Mike Couri for review. A summary of all is included below:

Definitions Section

- Good Standing
 - o Two Weeks Notice must be given to supervisor.
- Probationary Period
 - o City Administrator or Department Head discretion to the length and terms applied. This was amended to reflect fire members are probationary for 2 years before becoming voting members and must receive EMT certification within 5 years of hire.
- Paid on Call Fire/EMS Classification
 - o A specific classification for the fire and ambulance was necessary after realizing the department does not meet traditional definitions of full or part time employees but must be covered by the personnel policy.
- Written Reprimand Definition
 - o Clarification provided indicating written reprimand may be used initially if the issue is more than that merited by a verbal reprimand.
- Discharge
 - o Language included to permit discharge for multiple or repeated minor infractions that are failed to be corrected by the employee.
- Grievances
 - o Language added the prohibits employees from filing additional grievances if 3 or more had been filed and dismissed previously in a calendar year.
- Attendance
 - o Specifically calls out that the city administrator and department head are responsible for setting attendance and schedule expectations. Failure to comply is subject to the City's discipline policy.
- Leave
 - o Due to not falling within FMLA provisions and too many inconsistencies with traditional PT or FT employees, the city's personnel policy directs fire members back to the HLFHD bylaws for Leave Provisions.
- Sexual Harassment
 - o Updated to include language that calls out the offending individual has worked with city employees exclusively in their professional capacity.
- Vehicle Driving
 - o Explicitly requires the employee must obey traffic laws as well as department policies and training. Therefore, this would permit police/fire/ambulance to technically 'break' the traffic law provided they're following policy considering EVOC.
- Use of Technology
 - o Language is included to require adherence to state statute. Additional language included to prohibit the use of technology (or software) for personal means or gains.

DECISION MAKING METRICS:

FINANCIAL: Open

LEGAL: The City Attorney has assisted with the review and update of this document. Following approval, a summary will be provided to employees with the request to acknowledge via signature.

STRATEGIC PLAN: Attract and Retain Top Quality Employees

COUNCIL ACTION REQUESTED: Discuss and consider blanket adoption of the City's Personnel Policy as presented.

ATTACHMENTS:

1. City Personnel Policy Redlined