

**KASSON CITY COUNCIL REGULAR MEETING AGENDA**  
**Wednesday, March 14, 2018**

**PLEDGE OF ALLIANCE**

**6:00 A. COUNCIL**

1. Approve agenda - Make additions, deletions or corrections at this time.
2. Consent Agenda - All matters listed under Item 2, Consent Agenda, are considered to be routine and non-controversial by the City Council and will be enacted with one motion. There will not be separate discussion of these items unless a Council Member so requests, in which case the item will be removed from the Consent Agenda and will be considered separately.
  - a. Minutes from February 28, 2018 Regular Meeting
  - b. Claims processed after the February 28, 2018 regular meeting, as audited for payment
  - c. Conferences:
    1. Cathy Pletta MMBA Annual Conf 4/28-5/1 Alexandria, MN \$655+travel
    2. Nancy Zaworski IMA Annual Conf 4/19-20 Bloomington, MN \$250+travel
    3. Jesse Reding Exec Training Institute 4/22-25 Duluth, MN \$565+travel
    4. Kent Berghuis Exec Training Institute 4/22-25 Duluth, MN \$565+travel
    5. Krista Weigel Adv Data Practices 4/2-3 Foley, MN \$120+travel
  - d. Acknowledge Committee Minutes:
    1. Park Board DRAFT 2-20-18

**B. VISITORS TO THE COUNCIL**

1. Crystal and Jim Whitmarsh – Trail Creek Coffee

**C. PUBLIC FORUM**

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

**D. PUBLIC HEARING**

**E. COMMITTEE REPORT**

1. Planning Commission
  - a. Rezone of 105 S Mantorville Ave - Motion Required
  - b. CUP for Church/School – Motion Required
  - c. CUP for Child Care Facility – Motion Required

2. Arena Committee Report

**F. OLD BUSINESS**

1. Fire Department Call Schedule
2. Fire Department recommendation to rehire Juan Menchaca – Motion Required

**G. NEW BUSINESS**

1. Water Supply Plan – Motion Required
2. Ordinance 53.030 – Nonessential Water Usage Upon Critical Water Deficiency – Motion
3. Summary Publication of Ordinance 53.030 – Motion Required
4. Lease of 16 1<sup>st</sup> Ave NW – Motion Required

**H. MAYOR’S REPORT**

**I. ADMINISTRATORS REPORT**

1. MNPEA Contract – Admin, Liquor and Library Employees
2. MNPEA Contract – Police and Essential Employees
3. IBEW Contract

**J. ENGINEER’S REPORT**

**K. PERSONNEL**

**L. ATTORNEY**

1. Closed Meeting – Real Estate Offers and Counteroffers

**M. CORRESPONDENCE**

1. Police Department February Statistics
2. Conference Report from Jarrod Nelson
3. Letter from MnDOT
4. 2017 Certification of Mileage
5. Shopko Offering Memorandum
6. Fire Department Meeting Notes and Calls

**N. ADJOURN**

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

## **KASSON CITY COUNCIL REGULAR MEETING MINUTES**

**February 28, 2018**

Pursuant to due call and notice thereof, a regular City Council meeting was held at City Hall on the 28th day of February, 2018 at 6:00 P.M.

**THE FOLLOWING MEMBERS WERE PRESENT:** Buck, Eggler, McKern and Zelinske

**THE FOLLOWING MEMBERS WERE ABSENT:** Borgstrom

**THE FOLLOWING WERE ALSO PRESENT:** City Administrator Theresa Coleman, City Attorney Melanie Leth, City Clerk Linda Rappe, Finance Director Nancy Zaworski, City Engineer Brandon Theobald, Police Chief Kent Berghuis, Sheriff Scott Rose, Sergeant Josh Hanson, Jessica Schleck, Park and Rec Director Ron Unger, Terry Meyers, Mike Langan, Mark Sannes, Everett Paulson, Donald Westfall, Frank Bernau, Liam Mogee, Richard Johnson, Heidi Blackburn, Deb Teske, Dean Swenson, Johann Marsland

### **COUNCIL**

#### **Approve agenda -**

Add M.8 Duane Burton letter about Planning Commission Recommendation

Revised signature page for payables for a payment to Coleman that was reduced.

**Motion to Approve the Amended Agenda made by Councilperson Eggler, second by Councilperson Zelinske with all voting Aye.**

#### **Consent Agenda -**

Minutes from February 14, 2018 Regular Meeting

Claims processed after the February 14, 2018 regular meeting, as audited for payment in the amount of \$679,458.94

### **Conferences**

#### **Acknowledge Committee Minutes:**

1. Planning Commission 12-11-17
2. Planning Commission 1-8-18
3. Planning Commission 2-14-18 DRAFT
4. Park Board 1-16-18
5. Library Board Oct
6. Library Board Nov
7. Library Board Dec
8. Library Board Jan
9. EDA 12-5-17
10. EDA 11-7-17

#### **Intoxicating Liquor Licenses & Sunday Liquor**

1. American Legion Post #333
2. Daniel's
3. Events by Saker
4. Pete's Repeat

3.2% Malt Liquor on sale; Wine on sale with Strong Beer Authorization  
Misplaced Magnolia

3.2% Malt Liquor off Sale

1. Kwik Trip #619
2. Shopko Hometown #796 – pending insurance being submitted

Refuse Hauler Licenses

1. Advanced Disposal Services
2. Hometown Haulers LLC
3. Skjeveland Enterprises
4. Waste Management of Rochester

Resolution Accepting Donation for Kasson Police Department K-9

**#2.5-18**

***Resolution Accepting Donations to Kasson PD K-9 Program  
(on file)***

Pay Request #4 Swenke IMS So. Mant Ave Project \$11,875.00

Resolution Certifying Delinquent Fire Calls to County

**#2.6-18**

***Resolution Certifying Delinquent Claims to the County Auditor  
(on file)***

**Motion to Approve the Consent Agenda made by Councilperson Egglar, second by Councilperson Buck with all voting Aye.**

**VISITORS TO THE COUNCIL**

**Presentation of Certificates by Mayor McKern –**

Mark Sannes 8 years on Planning Commission  
Mike Langan 15 years on EDA  
Terry Meyers 7 years on Park Board  
Jeff Stevenson 2 years on EDA  
Julie Olmsted 2 years EDA

The Mayor Thanked all who serve and have served on the City's Boards and Commissions.

**Jessica Schleck – Towards Zero Deaths Presentation** – Ms. Schleck gave a presentation about the Toward Zero Deaths Program and its Coordination. There has been a decrease in deaths over the last few years. This is the 15 year anniversary of TZD. To get to their goal of zero it means a behavior modification in our culture. Dodge County Safe Roads Coalition is very active providing; mock crashes at schools, distracted driving simulator, community events, etc. Wednesday, May 2, 2018 there is a free workshop at the Rochester Event Center. Autonomous cars and buses are on the horizon.

**PUBLIC FORUM**

**PUBLIC HEARING**

**COMMITTEE REPORT**

**Planning Commission**

**Grant a 60 day extension for the purpose of hearing an Appeal to the Planning Commission Recommendation.**



**Motion to Grant a 60 day Extension for the Purpose of Hearing an Appeal to the Planning Commission Recommendation made by Councilperson Buck, second by Councilperson Egger with all voting Aye.**

**Appeal Planning Commission Recommendation - Rezone of 105 S Mantorville Ave**

**Appeal Planning Commission Recommendation - CUP for Church/School**

**Appeal Planning Commission Recommendation - CUP for Child Care Facility**

Johann Marsland, Train a Child Center and Church of the Nazarene, is representing Kent Keller. Kent Keller is the one buying the Images building. Mr. Marsland gave background on Kent Keller, TAC and Church of the Nazarene (missional community). Mr. Marsland presented TAC's and the Church's mission and their accomplishments. Mr. Marsland stated their intentions of expanding. Mr. Marsland presented the advantages to the City of rezoning, why rezoning makes sense.

**Arena Committee Report** – This was brought forward from last meeting.

**Park and Rec – Lions Park Picnic Shelter**

There are two proposals and the picnic shelter was priced out two ways taking into account different quotes for concrete and electric work. The Council has budgeted \$30,000, the joint ventures group will contribute \$7,500. The Lions Club is working with the City's EDA Coordinator for grant money for the picnic tables for the shelter. This shelter is 27 feet by 56 feet. Councilperson Zelinske stated that he will abstain since his employer is a bidder on the project. They labeled the bids #1 for the bid that is \$43,032.00 and #2 for the bid that is \$40,740.20

**Motion to Approve #2 made by Councilperson Buck, second by Councilperson Egger. Ayes: Buck, Egger and McKern. Abstain: Zelinske**

Terry Meyers gave an update that he received last night that NextEra Energy has contacted the Lions Club and would like to make the park a solar showplace and they will install enough solar power to provide lighting for the pavillion. The Lion's Club has made an agreement in principal with NextEra and has submitted for grants from Kwik trip and Home Federal. The Lion's Club is working with the City's EDA Coordinator for grants from Otto Bremer Trust and the DNR Trust.

**OLD BUSINESS**

**NEW BUSINESS**

**Historic Water Tower Restoration** – Administrator Coleman reached out to three organizations that were listed on the MN Historical Society website as approved contractors. Two have responded. One firm has responded with fixing the cracks as well as tuck pointing. The quotes were listed as #1 Building Restoration Corporation, #2 Emerald Masonry. **Motion to Approve quote #1 made by Councilperson Zelinske, second by Councilperson Egger with all voting Aye.**

Councilperson Zelinske clarified for the Water Tower Agreement the Dodge County Historical Society has asked for a clerical change to have an invoice submitted to the DCHS upon completion of any work that is done .

2018 Budget Amendment – Finance Director Zaworski stated an error was made in the budget and the Council would need to transfer \$10,800 to aquatic center repair/maintenance supplies line item from unallocated other service charges-misc line item. **Motion to make the budget amendment made by Councilperson Egger, second by Councilperson Buck with all voting Aye.**

**MAYOR'S REPORT**

Congratulated the Girls Power Lifters, they won state and boys came in third. Mayor McKern wished the K-M Wrestlers good luck this week at State. Mayor McKern recognized Mike Bodenheimer on his retirement and thanked him for all of his years of service.

**ADMINISTRATORS REPORT**

Administrator Coleman would like to recognize the Public Works Department, they have done an awesome job with the last few snow storms.

**ENGINEER'S REPORT**

Engineer Theobald met with local developers as part of the comprehensive plan process and asked for their comments and gave them a chance to be heard.

**PERSONNEL**

**ATTORNEY**

Closed at 6:59pm

Closed Meeting – Real Estate Offers and Counteroffers

Closed Session – Assessment Negotiations for South Mantorville Ave

Opened at 7:27pm

Outcome: Mayor McKern stated that the real estate offers were discussed and the Attorney was instructed on how to proceed. And the assessment negotiations for South Mantorville Ave were discussed and the Attorney was instructed on how to proceed.

**CORRESPONDENCE** – Correspondence was reviewed

Councilperson Buck would like to see a report from the Fire Department included with the department head meeting notes.

**ADJOURN      7:28PM**

**ATTEST:**

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Linda Rappe, City Clerk

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Chris McKern, Mayor

## SIGNATURE PAGE

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

THIS INCLUDES WARRANT NUMBERS:

※1-※4

GRAND TOTAL SUBMITTED FOR PAYMENT \$ 3,128,759.20

DATE APPROVED: 03-14-18

#1 \$16,602.00

#2 10,807.84

#3 3,019,727.42 (includes funds transfer)

#4 81,621.94

\$ 3,128,759.20

03/01/18  
08:50:00

CITY OF KASSON  
Claim Approval List  
For the Accounting Period: 3/18  
For Pay Date: 03/01/18

Page: 1 of 3  
Report ID: AP100V

For Pay Date = 03/01/18  
\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/	Document \$/	Disc \$						Cash
		Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object Proj	Account		
*** Claim from another period (12/17) ****										
28104		3194 AMERICAN LEGAL PUBLISHING	203.00							
	0120024	12/31/17 2017 S-6 FOLIO SUPPLEMENT	203.00			101 113 4113	430		1010	
		Total for Vendor:	203.00							
28103		5277 CLEARY BUILDING CORP.	4,524.00							
	02/28/18	LIONS PARK SHELTER-1ST INSTALL	4,524.00			101 680 4522	530		1010	
		Total for Vendor:	4,524.00							
28102		4290 SWENKE IMS CONTRACTING LLC	11,875.00							
	02/23/18	REQ #4-SO. MANT AVE PROJECT	11,875.00*			401 311 4311	303 41604		1010	
		Total for Vendor:	11,875.00							
		# of Claims	3	Total:					16,602.00	

03/01/18  
08:50:02

CITY OF KASSON  
Fund Summary for Claims  
For the Accounting Period: 3/18

Fund/Account	Amount
101 General Fund	
1010 CASH-OPERATING	\$4,727.00
401 Permanent Revolving Impr Fund	
1010 CASH-OPERATING	\$11,875.00
Total:	\$16,602.00

03/01/18  
08:50:02

CITY OF KASSON  
Claim Approval Signature Page  
For the Accounting Period: 3/18

Page: 3 of 3  
Report ID: AP100A

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

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

APPROVED

*See signature page*  
\_\_\_\_\_  
Council Member  
\_\_\_\_\_  
Council Member

03/08/18  
14:29:04

CITY OF KASSON  
Claim Approval List  
For the Accounting Period: 3/18  
For Pay Date: 03/08/18

Page: 1 of 4  
Report ID: AP100V

#2

For Pay Date = 03/08/18  
\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
28144		5663 CARSON INDUSTRIES INC	109.95					
	32342	02/13/18 MAINTENANCE KIT	109.95			211 550 4550	220	1010
		Total for Vendor:	109.95					
28145		77 HAWKINS INC	7,661.70					
	4232126RI	02/13/18 ALUM SULFATE LIQUID	5,743.93			602 947 4947	211	1010
	4233728RI	02/22/18 CHLORINE/LPC-5	1,917.77			601 943 4943	210	1010
		Total for Vendor:	7,661.70					
28146		3825 JOHN DEERE FINANCIAL f.s.b.	73.75					
	B&WIK69961	01/26/17 WIPER BLADE	65.75			101 312 4312	220	1010
	B&WIK70131	02/02/18 COUPLING QUICK&POWER/BUR/H	121.95			604 957 4957	220	1010
	B&WIK70165	02/06/18 cr-COUPLING/BUR	-113.95			604 957 4957	220	1010
		02/02/18 SALES TAX	0.55			604 957 4957	220	1010
		02/02/18 SALES TAX	-0.55			604 2025		1010
		Total for Vendor:	73.75					
28147		37 KMTELECOM	2,962.44					
	03/01/18	PHONES-P D	718.41			101 210 4210	321	1010
	03/01/18	PHONES-F D	175.64			101 220 4220	321	1010
	03/01/18	PHONES-C H	585.57			101 140 4140	321	1010
	03/01/18	PHONES-PLANNING/ZONING	20.60			101 191 4191	321	1010
	03/01/18	PHONES-EDA	31.35			290 650 4650	321	1010
	03/01/18	PHONES-K.A.C.	72.01			101 514 4514	321	1010
	03/01/18	ADVERTISING-K.A.C.	7.70			101 514 4514	343	1010
	03/01/18	PHONES-LIBRARY	134.40			211 550 4550	321	1010
	03/01/18	PHONES-WATER	110.57			601 944 4944	321	1010
	03/01/18	PHONES-WWTP	68.28			602 949 4949	321	1010
	03/01/18	PHONES-WWTP OPERATIONS	123.38			602 947 4947	321	1010
	03/01/18	PHONES-PARK N REC	225.98			101 510 4510	321	1010
	03/01/18	PHONES-STREETS	35.83			101 310 4310	321	1010
	03/01/18	PHONES-SHOP	302.94			604 959 4959	321	1010
	03/01/18	PHONES-L S	149.72			609 976 4976	321	1010
	03/01/18	PHONES-ARENA	186.01			606 516 4516	321	1010
	03/01/18	ADVERTISING-ARENA	14.05			606 516 4516	343	1010
		Total for Vendor:	2,962.44					
		# of Claims	4	Total:	10,807.84			





03/08/18  
14:29:05

CITY OF KASSON  
Fund Summary for Claims  
For the Accounting Period: 3/18

Page: 3 of 4  
Report ID: AP110

Fund/Account	Amount
101 General Fund	
1010 CASH-OPERATING	\$1,907.49
211 Library Fund	
1010 CASH-OPERATING	\$244.35
290 Economic Development	
1010 CASH-OPERATING	\$31.35
601 Water Fund	
1010 CASH-OPERATING	\$2,028.34
602 Sewer Fund	
1010 CASH-OPERATING	\$5,935.59
604 Electric Fund	
1010 CASH-OPERATING	\$310.94
606 ICE ARENA	
1010 CASH-OPERATING	\$200.06
609 Liquor Fund	
1010 CASH-OPERATING	\$149.72
Total:	\$10,807.84

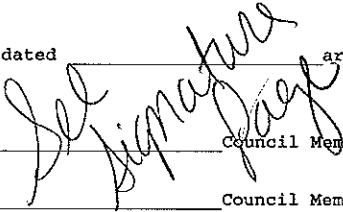
03/08/18  
14:29:05

CITY OF KASSON  
Claim Approval Signature Page  
For the Accounting Period: 3/18

Page: 4 of 4  
Report ID: AP100A

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

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

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

03/08/18  
16:19:49

CITY OF KASSON  
Claim Approval List  
For the Accounting Period: 3/18  
For Pay Date: 03/08/18

Page: 1 of 3  
Report ID: AP100V

#3

\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
*** Claim from another period ( 2/18) ****								
28058		34 CITY OF KASSON	500,000.00					
		02/13/18 MO.-END TRANSFER OF DEPOSITORY	500,000.00			609 1010		1010
		Total for Vendor:	500,000.00					
*** Claim from another period ( 2/18) ****								
28060	E	2678 NORTHLAND TRUST SERVICES INC	2516,500.00					
		KASS16A 01/25/18 G.O. TEMP 2016A-PRINC	2500,000.00			602 2254		1010
		KASS16A 01/25/18 G.O. TEMP 2016A-INT	16,250.00			602 710 4710	611	1010
		KASS16A 01/25/18 CALL PROCESSING FEE	250.00*			602 710 4710	620	1010
		Total for Vendor:	2516,500.00					
*** Claim from another period ( 2/18) ****								
28170	E	2681 SELECT ACCOUNT-FSA	59.73					
		38585785 01/30/18 FLEX PAYMENTS 2/1/18	59.73			211 2177		1010
*** Claim from another period ( 2/18) ****								
28171	E	2681 SELECT ACCOUNT-FSA	3,019.33					
		38591501 02/06/18 FLEX PAYMENTS 2/8/18	369.33			101 2177		1010
		38591501 02/06/18 FLEX PAYMENTS 2/8/18	2,650.00			601 2177		1010
*** Claim from another period ( 2/18) ****								
28172	E	2681 SELECT ACCOUNT-FSA	11.10					
		38608257 02/27/18 FLEX PAYMENTS 3/1/18	11.10			211 2177		1010
*** Claim from another period ( 2/18) ****								
28173	E	2681 SELECT ACCOUNT-FSA	137.26					
		38615865 03/06/18 FLEX PAYMENTS 3/8/18	137.26			211 2177		1010
		Total for Vendor:	3,227.42					
		# of Claims	6	Total:	3019,727.42			
		Total Electronic Claims	2519,727.42					
		Total Non-Electronic Claims	500000.00					

03/08/18  
16:19:51

CITY OF KASSON  
Fund Summary for Claims  
For the Accounting Period: 3/18

Page: 2 of 3  
Report ID: AP110

Fund/Account	Amount
101 General Fund	
1010 CASH-OPERATING	\$369.33
211 Library Fund	
1010 CASH-OPERATING	\$208.09
601 Water Fund	
1010 CASH-OPERATING	\$2,650.00
602 Sewer Fund	
1010 CASH-OPERATING	\$2,516,500.00
609 Liquor Fund	
1010 CASH-OPERATING	\$500,000.00
Total:	\$3,019,727.42

03/08/18  
16:19:51

CITY OF KASSON  
Claim Approval Signature Page  
For the Accounting Period: 3/18

Page: 3 of 3  
Report ID: AP100A

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

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

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

*See signature page*

03/09/18  
15:16:52

CITY OF KASSON  
Claim Approval List  
For the Accounting Period: 3/18  
For Pay Date: 03/15/18

Page: 1 of 15  
Report ID: AP100V

#4

For Pay Date = 03/15/18

\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
28134		80 AMERICAN LIBRARY ASSOCIATION	150.00					
	03/01/18	TIFF MEMBERSHIP TO 5/30/19	150.00			211 550 4550	334	1010
		Total for Vendor:	150.00					
28149		5049 ARTISAN BEER COMPANY	142.50					
	3244163 02/27/18	BEER	98.00			609 975 4975	252	1010
	3245704 03/06/18	BEER	44.50			609 975 4975	252	1010
		Total for Vendor:	142.50					
28135		203 BAKER & TAYLOR INC	125.29					
	2033530072 02/23/18	BOOKS	41.97			211 550 4550	218	1010
	2033530073 02/23/18	BOOKS	83.32			211 550 4550	218	1010
		Total for Vendor:	125.29					
28136		5274 BECKLEY'S OFFICE PRODUCTS	465.50					
	33378 03/05/18	MOBILE SHREDDING-C H (BASEMENT	399.00			101 140 4140	440	1010
	33379 03/05/18	MOBILE SHREDDING-P D	66.50			101 210 4210	440	1010
		Total for Vendor:	465.50					
28150		1012 BELLBOY CORPORATION	294.84					
	63116300 03/01/18	LIQUOR	153.00			609 975 4975	251	1010
	63116300 03/01/18	FREIGHT	6.00			609 975 4975	335	1010
	97261500 03/01/18	BAGS	70.20			609 975 4975	210	1010
	97261500 03/01/18	STUFFED OLIVES/MARG. SALT	49.61			609 975 4975	259	1010
	97261500 03/01/18	DUM DUMS	16.03			609 976 4976	343	1010
	97261500 03/01/18	SALES TAX	4.83			609 975 4975	210	1010
	97261500 03/01/18	SALES TAX	-4.83			609 2025		1010
		Total for Vendor:	294.84					
28180		946 BERGHUIS, KENT	210.47					
	03/09/18	MILEAGE	90.47*			101 210 4210	331	1010
	03/09/18	FOOD-BODENHEIM RETIREMENT	120.00			101 210 4210	430	1010
		Total for Vendor:	210.47					

03/09/18  
15:16:52

CITY OF KASSON  
Claim Approval List  
For the Accounting Period: 3/18  
For Pay Date: 03/15/18

Page: 2 of 15  
Report ID: AP100V

For Pay Date = 03/15/18

\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
28151		5239 BREAKTHRU BEVERAGE MN WINE &	2,311.75					
	1080765441	02/28/18 LIQUOR	2,283.81			609 975 4975	251	1010
	1080765441	02/28/18 FREIGHT	27.94			609 975 4975	335	1010
		Total for Vendor:	2,311.75					
28152		3385 CANNON RIVER WINERY	144.00					
	4717	03/02/18 WINE	144.00			609 975 4975	251	1010
		Total for Vendor:	144.00					
28165		5098 CARDMEMBER SERVICE	1,554.80					
	03/01/18	HOWARTH-MIAMA MEMBERSHIP	200.00			606 516 4516	334	1010
	03/01/18	POP FOR RESALE-L.S.	455.46			609 975 4975	254	1010
	03/01/18	ZAWORSKI-MN GFOA MEMBERSHIP	50.00			101 140 4140	334	1010
	03/01/18	RAPPE REGISTR-IIMC CONF	600.00			101 140 4140	333	1010
	03/01/18	L.S. MDSE	157.94			609 975 4975	254	1010
	03/01/18	NELSON ROOM-MMUA TRAINING	91.40			604 959 4959	333	1010
		Total for Vendor:	1,554.80					
28166		82 CHS INC	670.46					
	02/28/18	101.751 GAL UNLD-STREETS	238.04			101 310 4310	212	1010
	02/28/18	36.579 GAL UNLD-ICE/SNOW	86.55			101 312 4312	212	1010
	02/28/18	48.435 GAL UNLD-PARKS	114.60			101 522 4522	212	1010
	02/28/18	33.921 GAL UNLD-ELECTRIC	80.26			604 957 4957	212	1010
	441ID5993	02/08/18 L P FILL-FORKLIFT TANK	3.78			101 310 4310	210	1010
	441ID5993	02/08/18 L P FILL-FORKLIFT TANK	3.78			101 312 4312	210	1010
	441ID5993	02/08/18 L P FILL-FORKLIFT TANK	3.79			101 517 4517	210	1010
	441ID5993	02/08/18 L P FILL-FORKLIFT TANK	3.79			601 943 4943	210	1010
	441ID5993	02/08/18 L P FILL-FORKLIFT TANK	3.79			602 948 4948	210	1010
	441ID5993	02/08/18 L P FILL-FORKLIFT TANK	3.79			604 957 4957	210	1010
	441ID5993	02/08/18 L P FILL-FORKLIFT TANK	3.79			605 963 4963	210	1010
	441ID6166	02/15/18 SHOVELS	79.50			101 522 4522	240	1010
	441ID6280	02/20/18 20# LP FILL	6.42			101 310 4310	210	1010
	441ID6280	02/20/18 20# LP FILL	6.43			101 312 4312	210	1010
	441ID6280	02/20/18 20# LP FILL	6.43			101 517 4517	210	1010
	441ID6280	02/20/18 20# LP FILL	6.43			601 943 4943	210	1010
	441ID6280	02/20/18 20# LP FILL	6.43			602 948 4948	210	1010

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		441ID6280 02/20/18 20# LP FILL	6.43			604 957 4957	210	1010
		441ID6280 02/20/18 20# LP FILL	6.43			605 963 4963	210	1010
		441ID6280 02/20/18 SALES TAX	0.44			604 957 4957	210	1010
		441ID6280 02/20/18 SALES TAX	-0.44			604 2025		1010
		Total for Vendor:	670.46					
28106		30 CMS OF ROCHESTER	2,940.56					
		18-215 02/28/18 KA BLDG-MILEAGE	263.52			101 240 4240	331	1010
		18-215 02/28/18 KA BLDG-INSPECTION FEES	2,677.04			101 240 4240	444	1010
		Total for Vendor:	2,940.56					
28107		15 CULLIGAN OF KASSON	34.95					
		02/28/18 SOFTENER RENT-C H 3/1-3/31	28.95			101 194 4194	410	1010
		02/28/18 PD CULLIGAN CHARGES	6.00			101 210 4210	430	1010
		Total for Vendor:	34.95					
28108		2381 CUSTOM COMMUNICATIONS INC	403.55					
		389537 02/12/18 FIRE ALARM MONITOR 3/1-5/31	36.94*			101 310 4310	444	1010
		389537 02/12/18 FIRE ALARM MONITOR 3/1-5/31	36.94*			601 943 4943	444	1010
		389537 02/12/18 FIRE ALARM MONITOR 3/1-5/31	36.94*			602 948 4948	444	1010
		389537 02/12/18 FIRE ALARM MONITOR 3/1-5/31	36.93			604 957 4957	444	1010
		389537 02/12/18 SALES TAX	2.54			604 957 4957	444	1010
		389537 02/12/18 SALES TAX	-2.54			604 2025		1010
		391120 02/23/18 ALARM REPAIRS	63.95			101 310 4310	400	1010
		391120 02/23/18 ALARM REPAIRS	63.95			601 943 4943	400	1010
		391120 02/23/18 ALARM REPAIRS	63.95			602 948 4948	400	1010
		391120 02/23/18 ALARM REPAIRS	63.95			604 957 4957	400	1010
		Total for Vendor:	403.55					
28109		2052 DAVID DROWN ASSOCIATES INC	35.00					
		02/28/18 ZAWORSKI-TIF, TAX ABATE CLASS	35.00			101 140 4140	333	1010
		Total for Vendor:	35.00					
28153		953 DISCOUNT PAPER PRODUCTS	79.81					
		721308 03/02/18 50 PAPER ROLLS	79.81			609 975 4975	210	1010
		721308 03/02/18 SALES TAX	5.49			609 975 4975	210	1010
		721308 03/02/18 SALES TAX	-5.49			609 2025		1010
		Total for Vendor:	79.81					



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28181		232 DODGE COUNTY HIGHWAY DEPT	8,756.19					
	9	03/01/18 SALT & SAND	7,342.99			101 312 4312	220	1010
	13	03/01/18 SALT & SAND	1,413.20			101 312 4312	220	1010
		Total for Vendor:	8,756.19					
28110		5156 DODGE COUNTY INDEPENDENT/DODGE	134.00					
	3497	02/21/18 L.S. SHOP LOCAL AD	35.00			609 976 4976	343	1010
	3534	03/05/18 P.C. HEARING NOTICE	60.00			101 191 4191	351	1010
	3463	02/08/16 LIBRARY AD-HONOR ROLL SPONSOR	39.00			211 550 4550	343	1010
		Total for Vendor:	134.00					
28154		17 EDGAR TRUCKING	655.97					
	23698	02/07/18 FREIGHT	210.34			609 975 4975	335	1010
	23716	02/14/18 FREIGHT	105.17			609 975 4975	335	1010
	23730	02/21/18 FREIGHT	197.86			609 975 4975	335	1010
	23741	02/28/18 FREIGHT	142.60			609 975 4975	335	1010
		Total for Vendor:	655.97					
28111		4271 EGGLE, DAN	74.12					
		02/28/18 MILES-SEMLM MTG	29.43			101 111 4111	333	1010
		02/28/18 MILES-EDA MTG	20.71			101 111 4111	333	1010
		02/28/18 MILES-MNDOT MTG	23.98			101 111 4111	333	1010
		Total for Vendor:	74.12					
28130		4250 EMERGENCY AUTOMOTIVE	2,783.45					
	AW0212187A	02/16/18 ACCESSORIES-'18 SQUAD	96.60			101 680 4210	550	1010
	AW0212187C	02/16/18 ACCESSORIES-'18 SQUAD	466.18			101 680 4210	550	1010
	AW0212187D	02/20/18 ACCESSORIES-'18 SQUAD	731.92			101 680 4210	550	1010
	AW0212187E	03/05/18 ACCESSORIES-'18 SQUAD	1,392.15			101 680 4210	550	1010
	AW0212187F	03/06/18 ACCESSORIES-'18 SQUAD	96.60			101 680 4210	550	1010
		Total for Vendor:	2,783.45					
28126		5660 FINANCIAL ACCOUNTING (EAP)	128.09					
	1857-00	02/26/18 UTIL-A. JENSEN 200 1ST ST NE	128.09			604 2212		1010
		Total for Vendor:	128.09					

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28127		5661 FRENCH, JASON	3.49					
	0978-06	02/26/18 RL/WA MTR DEP REFUND AFT APPL	3.49			604 2212		1010
		Total for Vendor:	3.49					
28112		324 GOPHER	198.72					
	9428893	03/01/18 COLD PACKS/BASKETBALLS	198.72			101 517 4517 210		1010
		Total for Vendor:	198.72					
28113		2396 H & L MESABI COMPANY	122.17					
	H00348	02/22/18 CURB RUNNER	122.17			101 312 4312 220		1010
		Total for Vendor:	122.17					
28114		5064 HOMETOWN HAULERS LLC	857.00					
	31079	03/01/18 FEB GARBAGE-C H	30.10			101 323 4323 430		1010
	31079	03/01/18 FEB GARBAGE-LIBRARY	50.88			101 323 4323 430		1010
	31079	03/01/18 FEB GARBAGE-WWTP	135.32			602 947 4947 430		1010
	31079	03/01/18 FEB GARBAGE-SHOP	178.78			101 323 4323 430		1010
	31079	03/01/18 FEB GARBAGE-F D	67.66			101 323 4323 430		1010
	31079	03/01/18 FEB GARBAGE-L S	58.35			101 323 4323 430		1010
	31079	03/01/18 FEB GARBAGE-PARKS	209.76			101 323 4323 430		1010
	31079	03/01/18 FEB GARBAGE-P D	31.50			101 323 4323 430		1010
	31079	03/01/18 FEB GARBAGE-ARENA	94.65			606 516 4516 430		1010
		Total for Vendor:	857.00					
28128		5662 JENSEN, ARTYS	115.29					
	1857-02	02/26/18 RL MTR DEPOSIT REFUND AFT APP	115.29			604 2212		1010
		Total for Vendor:	115.29					
28155		25 JOHNSON BROTHERS LIQUOR CO	6,894.89					
	668002	02/16/18 LIQUOR CREDIT	-6.92			609 975 4975 251		1010
	668003	02/16/18 WINE CREDIT	-13.15			609 975 4975 251		1010
	669008	02/23/18 LIQUOR CREDIT	-6.92			609 975 4975 251		1010
	5948926	02/27/18 LIQUOR	2,633.29			609 975 4975 251		1010
	5948927	02/27/18 WINE	1,226.40			609 975 4975 251		1010
	5948928	02/27/18 MIXES	37.00			609 975 4975 254		1010
	5954270	03/06/18 LIQUOR	2,060.50			609 975 4975 251		1010

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	5954271	03/06/18 WINE	920.71			609 975 4975	251	1010
	5954272	03/06/18 BEER	43.98			609 975 4975	252	1010
		Total for Vendor:	6,894.89					
28182		3454 KASSON CAR CARE	175.00					
	16640	02/27/18 VEH. WINCH (ICR18-647)	75.00			101 210 4210	430	1010
	16641	02/27/18 VEH TOW (ICR18-64)	100.00			101 210 4210	430	1010
		Total for Vendor:	175.00					
28137		35 KASSON HARDWARE HANK	17.99					
	02/05/18	STRUCT/SCREWS	17.99			211 550 4550	220	1010
		Total for Vendor:	17.99					
28178		362 KWIK TRIP STORES	2,421.07					
	02/28/18	604.881 GAL UNLD-P D	1,400.29			101 210 4210	212	1010
	02/28/18	35.834 GAL B5ULS-F D	105.31			101 220 4220	212	1010
	02/28/18	14.053 GAL UNLD-F D	33.95			101 220 4220	212	1010
	02/28/18	45.036 GAL UNLD-PARKS	105.21			101 522 4522	212	1010
	02/28/18	208.438 GAL UNLD-WW	492.57			602 948 4948	212	1010
	02/28/18	63.103 GAL UNLD-ELECTRIC	146.18			604 957 4957	212	1010
	02/28/18	MDSE-F D	137.56			101 220 4220	210	1010
		Total for Vendor:	2,421.07					
28131		157 LEAGUE OF MINNESOTA CITIES	120.00					
	269555	03/06/18 PECK-LOSS CONTROL WKSHP	20.00			101 210 4210	333	1010
	269555	03/06/18 HANSON-LOSS CONTROL WKSHP	20.00			101 210 4210	333	1010
	269598	03/07/18 COLEMAN-LOSS CONTROL WKSHP	20.00*			101 140 4140	332	1010
	269598	03/07/18 RAPPE-LOSS CONTROL WKSHP	20.00			101 140 4140	333	1010
	269598	03/07/18 NAIG-LOSS CONTROL WKSHP	20.00			101 140 4140	333	1010
	369617	03/08/18 SULLIVAN-LOSS CONTROL WKSHP	20.00			101 140 4140	333	1010
		Total for Vendor:	120.00					
28138		4628 LIBRARY JOURNAL	104.99					
	03/01/18	1 YR SUBSCRIPT THRU 4/30/19	104.99			211 550 4550	216	1010
		Total for Vendor:	104.99					

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28175		5529 MANPOWER	1,436.16					
	32504906	03/04/18 WAGES THRU 3/4-ADMIN ASSIST	174.08*			101 140 4140	444	1010
	32504906	03/04/18 WAGES THRU 3/4-ADMIN ASSIST	130.56*			101 191 4191	444	1010
	32504906	03/04/18 WAGES THRU 3/4-ADMIN ASSIST	130.56*			601 944 4944	444	1010
	32504906	03/04/18 WAGES THRU 3/4-ADMIN ASSIST	130.56*			602 949 4949	444	1010
	32504906	03/04/18 WAGES THRU 3/4-ADMIN ASSIST	261.12*			604 959 4959	444	1010
	32504906	03/04/18 WAGES THRU 3/4-ADMIN ASSIST	43.52*			605 964 4964	444	1010
	32480955	02/25/18 WAGES THRU 2/25-ADMIN ASSIST	113.15*			101 140 4140	444	1010
	32480955	02/25/18 WAGES THRU 2/25-ADMIN ASSIST	84.87*			101 191 4191	444	1010
	32480955	02/25/18 WAGES THRU 2/25-ADMIN ASSIST	84.86*			601 944 4944	444	1010
	32480955	02/25/18 WAGES THRU 2/25-ADMIN ASSIST	84.86*			602 949 4949	444	1010
	32480955	02/25/18 WAGES THRU 2/25-ADMIN ASSIST	169.73*			604 959 4959	444	1010
	32480955	02/25/18 WAGES THRU 2/25-ADMIN ASSIST	28.29*			605 964 4964	444	1010
		Total for Vendor:	1,436.16					
28116		47 MC NEILUS STEEL INC	301.24					
	01168122	03/01/18 STEEL FOR BLEACHERS	119.99			101 522 4522	220	1010
	01170787	03/07/18 STEEL FOR LIBRARY	181.25			211 550 4550	220	1010
		Total for Vendor:	301.24					
28139		89 METRO SALES INC	103.57					
	INV1014983	02/22/18 QTRLY MAINT-B&W TO 5/24	57.00			211 550 4550	370	1010
	INV1014983	02/22/18 QTRLY MAINT-CLR TO 5/24	46.57			211 550 4550	370	1010
		Total for Vendor:	103.57					
28117		728 MN DEPT OF COMMERCE	733.01					
	1000039536	03/01/18 4TH QTR '18 INDIRECT ASSMN	733.01			604 957 4957	430	1010
		Total for Vendor:	733.01					
28177		376 MN DEPT OF HEALTH	3,743.00					
	02/13/18	CLEAN WATER ACT-SERV CONN FEE	3,743.00			601 2080		1010
		Total for Vendor:	3,743.00					

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28167		55 MN ENERGY RESOURCES CORP	9,993.72					
	03/01/18	NAT GAS-K.A.C.	49.05			101 514 4514	380	1010
	03/01/18	NAT GAS-L S	205.68			609 979 4979	380	1010
	03/01/18	NAT GAS-OLD LIBRARY (RENTAL)	126.48			101 1151		1010
	03/01/18	SALES TAX	8.70			101 1151		1010
	03/01/18	SALES TAX	-8.70			101 2025		1010
	02/26/18	NAT GAS-C H	395.86			101 194 4194	380	1010
	02/27/18	NAT GAS-P D	343.39			101 210 4210	380	1010
	02/27/18	NAT GAS-F D	486.66			101 220 4220	380	1010
	02/27/18	NAT GAS-F D	597.26			101 220 4220	380	1010
	03/01/18	NAT GAS-PARK MAINT SHED	268.00			101 522 4522	380	1010
	03/03/18	NAT GAS-P.W.B. 1/2	1,027.09			101 310 4310	380	1010
	03/03/18	NAT GAS-P.W.B. 1/2	1,027.08			604 957 4957	380	1010
	03/03/18	SALES TAX	70.61			604 957 4957	380	1010
	03/03/18	SALES TAX	-70.61			604 2025		1010
	03/03/18	NAT GAS-D C ICE ARENA	2,227.58			606 516 4516	380	1010
	03/03/18	NAT GAS-WWTP	2,781.73			602 947 4947	380	1010
	03/01/18	NAT GAS-LIBRARY	457.86			211 550 4550	380	1010
		Total for Vendor:	9,993.72					
28156		291 MN MUNICIPAL BEVERAGE ASSN	655.00					
	03/01/18	PLETTA REGISTR-ANN'L CONF	655.00*			609 976 4976	333	1010
		Total for Vendor:	655.00					
28132		2841 MODERN MARKETING INC	268.01					
	MMI126442 03/05/18	PENS	268.01			875 210 4210	210	1010
		Total for Vendor:	268.01					
28118		4547 NELSON, JARROD	133.57					
	03/01/18	MILES-MMUA PCB WORKSHOP	114.34			604 959 4959	333	1010
	03/01/19	MEALS-MMUA PCB WORKSHOP	19.23			604 959 4959	333	1010
		Total for Vendor:	133.57					

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28157		60 NORTHERN BEVERAGE DIST. CO. LL	3,542.32					
	244773	03/01/18 BEER	3,540.32			609 975 4975	252	1010
	244773	03/01/18 FREIGHT	2.00			609 975 4975	335	1010
		Total for Vendor:	3,542.32					
28158		23 PHILLIPS WINE & SPIRITS	3,679.48					
	2315755	02/27/15 LIQUOR	860.65			609 975 4975	251	1010
	2315756	02/27/18 WINE	261.75			609 975 4975	251	1010
	2315757	02/27/18 MIXES	53.00			609 975 4975	254	1010
	2319446	03/06/18 LIQUOR	1,956.08			609 975 4975	251	1010
	2319447	03/06/18 WINE	520.00			609 975 4975	251	1010
	2319448	03/06/18 MIXES	28.00			609 975 4975	254	1010
		Total for Vendor:	3,679.48					
28159		2509 PLETTA, CATHY	376.13					
	03/07/18	BREEZY POINT WINE EVENT	138.51*			609 976 4976	333	1010
	03/07/18	MILES-BREEZY POINT WINE EVENT	237.62*			609 976 4976	333	1010
		Total for Vendor:	376.13					
28119		396 PROLINE DIST. INC.	66.63					
	121228	02/20/18 HOSE CLAMPS/DRILL BITS/CABLE T	9.51			101 310 4310	220	1010
	121228	02/20/18 HOSE CLAMPS/DRILL BITS/CABLE T	9.52			101 312 4312	220	1010
	121228	02/20/18 HOSE CLAMPS/DRILL BITS/CABLE T	9.52			101 517 4517	220	1010
	121228	02/20/18 HOSE CLAMPS/DRILL BITS/CABLE T	9.52			601 943 4943	220	1010
	121228	02/20/18 HOSE CLAMPS/DRILL BITS/CABLE T	9.52			602 948 4948	220	1010
	121228	02/20/18 HOSE CLAMPS/DRILL BITS/CABLE T	9.52			604 957 4957	220	1010
	121228	02/20/18 HOSE CLAMPS/DRILL BITS/CABLE T	9.52			605 963 4963	220	1010
	121228	02/20/18 SALES TAX	0.65			604 957 4957	220	1010
	121228	02/20/18 SALES TAX	-0.65			604 2025		1010
		Total for Vendor:	66.63					
28120		3988 RINK SYSTEMS INC	348.00					
	072315	02/22/18 6 WHITE POLY BOARDS	348.00			606 516 4516	220	1010
		Total for Vendor:	348.00					

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28183		95 ROCHESTER SAND & GRAVEL	466.25					
	4900018394	02/28/18 UPM MIX	466.25			101 311 4311	220	1010
		Total for Vendor:	466.25					
28160		63 SCHOTT DIST CO INC	8,990.50					
	306578	03/01/18 BEER	8,842.50			609 975 4975	252	1010
	306578	03/01/18 NA BEVERAGE	120.00			609 975 4975	254	1010
	306577	03/01/18 BEER	28.00			609 975 4975	252	1010
		Total for Vendor:	8,990.50					
28140		64 SELCO	1,361.07					
	044791	02/21/18 MAR. AUTOMATION & PC SUPPORT	1,352.67			211 550 4550	309	1010
	044791	02/21/18 SMS NOTICES	8.40			211 550 4550	325	1010
		Total for Vendor:	1,361.07					
28161		3850 SOUTHERN GLAZER'S OF MN	3,184.23					
	1654010	02/28/18 LIQUOR	1,384.79			609 975 4975	251	1010
	1654010	02/28/18 WINE	138.00			609 975 4975	251	1010
	1654010	02/28/18 FREIGHT	21.70			609 975 4975	335	1010
	1656553	03/07/18 LIQUOR	1,570.49			609 975 4975	251	1010
	1656553	03/07/18 WINE	46.00			609 975 4975	251	1010
	1656553	03/07/18 FREIGHT	23.25			609 975 4975	335	1010
		Total for Vendor:	3,184.23					
28121		5614 STAPLES ADVANTAGE	134.72					
	8048744230	02/17/18 MARKERS/NOTE PADS	41.07			101 220 4220	210	1010
	8048744230	02/17/18 ELECT DUSTER/LEGAL & SM PA	62.95			101 140 4140	210	1010
	8048744230	02/17/18 LAMINATING POUCHES	5.49			101 310 4310	210	1010
	8048744230	02/17/18 LAMINATING POUCHES	5.50			101 312 4312	210	1010
	8048744230	02/17/18 LAMINATING POUCHES	5.50			101 517 4517	210	1010
	8048744230	02/17/18 LAMINATING POUCHES	5.50			601 943 4943	210	1010
	8048744230	02/17/18 LAMINATING POUCHES	5.50			602 948 4948	210	1010
	8048744230	02/17/18 LAMINATING POUCHES	5.50			604 957 4957	210	1010
	8048744230	02/17/18 LAMINATING POUCHES	5.50			605 963 4963	210	1010
	8048744230	02/17/18 SALES TAX	0.38			604 957 4957	210	1010
	8048744230	02/17/18 SALES TAX	-0.38			604 2025		1010

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CITY OF KASSON  
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\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
		8048837315 02/24/18 price cr-MARKERS	-7.79			101 220 4220	210	1010
		Total for Vendor:	134.72					
28162		3104 SUPERIOR COMPANIES INC	590.00					
	95158 02/23/18	REPL CONDENSER FAN IN COOLER	292.00			609 979 4979	400	1010
	95347 03/05/18	REPL EVAPORATOR FAN IN COOLER	298.00			609 979 4979	400	1010
		Total for Vendor:	590.00					
28142		498 TEIGEN PAPER & SUPPLY INC	42.23					
	333592 02/26/18	FOLD TOWELS/CLEANERS	42.23			211 550 4550	210	1010
		Total for Vendor:	42.23					
28122		123 THRONDSOIL OIL & LP GAS CO	3,352.50					
	335086 02/22/18	P. DIESEL/#1 DIESEL	540.00			101 310 4310	210	1010
	335086 02/22/18	P. DIESEL/#1 DIESEL	540.00			101 312 4312	210	1010
	335086 02/22/18	P. DIESEL/#1 DIESEL	67.50			601 943 4943	210	1010
	335086 02/22/18	P. DIESEL/#1 DIESEL	67.50			602 948 4948	210	1010
	335086 02/22/18	P. DIESEL/#1 DIESEL	67.50			604 957 4957	210	1010
	335086 02/22/18	P. DIESEL/#1 DIESEL	67.50			605 963 4963	210	1010
	335086 02/22/18	SALES TAX	4.64			604 957 4957	210	1010
	335086 02/22/18	SALES TAX	-4.64			604 2025		1010
	335290 03/06/18	P. DIESEL/#1 DIESEL	800.99			101 310 4310	210	1010
	335290 03/06/18	P. DIESEL/#1 DIESEL	800.99			101 312 4312	210	1010
	335290 03/06/18	P. DIESEL/#1 DIESEL	100.13			601 943 4943	210	1010
	335290 03/06/18	P. DIESEL/#1 DIESEL	100.13			602 948 4948	210	1010
	335290 03/06/18	P. DIESEL/#1 DIESEL	100.13			604 957 4957	210	1010
	335290 03/06/18	P. DIESEL/#1 DIESEL	100.13			605 963 4963	210	1010
	335290 03/06/18	SALES TAX	6.88			604 957 4957	210	1010
	335290 03/06/18	SALES TAX	-6.88			604 2025		1010
		Total for Vendor:	3,352.50					
28184		4253 TRUCKIN' AMERICA OF ROCHESTER	575.00					
	141876 01/23/18	BEARING/SPINNER SHAFT	200.26			101 312 4312	220	1010
	142322 02/20/18	PARTS-SANDER/SPREADER	153.74			101 312 4312	220	1010
	142432 02/26/18	HYD HOSE/SHOE (V-PLOW)	201.00			101 312 4312	220	1010
	142434 02/26/18	HYD FLUID	20.00			101 312 4312	220	1010
		Total for Vendor:	575.00					



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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
28185		3952 TRUGREEN	515.00					
	78378090	02/20/18 ICE MELT	57.23			101 140 4140	210	1010
	78378090	02/20/18 ICE MELT	57.22			101 210 4210	210	1010
	78378090	02/20/18 ICE MELT	57.22			101 220 4220	210	1010
	78378090	02/20/18 ICE MELT	57.22			101 522 4522	210	1010
	78378090	02/20/18 ICE MELT	57.22			211 550 4550	210	1010
	78378090	02/20/18 ICE MELT	57.22			602 948 4948	210	1010
	78378090	02/20/18 ICE MELT	57.22			606 516 4516	210	1010
	78378090	02/20/18 ICE MELT	57.23			101 310 4310	210	1010
	78378090	02/20/18 ICE MELT	57.22			609 978 4978	210	1010
	78378090	02/20/18 SALES TAX	3.93			609 978 4978	210	1010
	78378090	02/20/18 SALES TAX	-3.93			609 2025		1010
		Total for Vendor:	515.00					
28186		2675 ULVE, JEFF	199.74					
	03/06/18	SAFETY BOOT REIMBURSEMENT	199.74			602 948 4948	433	1010
		Total for Vendor:	199.74					
28163		5047 WATERVILLE FOOD & ICE INC	65.80					
	05-806562	03/01/18 ICE-LIQUOR STORE	65.80			609 975 4975	257	1010
		Total for Vendor:	65.80					
28168		637 WEBER, LETH & WOESSNER PLC	3,597.50					
	FEB '18	02/28/18 .8 HR LEGAL-ADMINISTRATION	109.00			101 160 4160	304	1010
	FEB '18	02/28/18 1.3 HRS LEGAL-ZONING	188.50			101 191 4191	304	1010
	FEB '18	02/28/18 .8 HR LEGAL-LIBRARY CONSTR	109.00			211 550 4550	430	1010
	FEB '18	02/28/18 2.4 HRS LEGAL-CC MTG	348.00			101 111 4111	304	1010
	FEB '18	02/28/18 .4 HR LEGAL-COUNCIL	58.00			101 111 4111	304	1010
	FEB '18	02/28/18 3.6 HRS LEGAL-LOT SALE	522.00			290 650 4650	304	1010
	FEB '18	02/28/18 .2 HR LEGAL-S MANT AV PROJ	29.00*			401 311 4311	304 41604	1010
	FEB '18PR	02/28/18 18.2 HRS LEGAL-P D	2,234.00			101 160 4160	304	1010
		Total for Vendor:	3,597.50					

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\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
28124		4086 WEIGEL, KRISTA	41.65					
	02/26/18	FLASH DRIVE (ICR18-0599)	37.40			101 210 4210	210	1010
	02/26/18	FEBRUARY MILES	4.25*			101 210 4210	331	1010
		Total for Vendor:	41.65					
		# of Claims	60	Total:	81,621.94			

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CITY OF KASSON  
Fund Summary for Claims  
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Fund/Account	Amount
101 General Fund	
1010 CASH-OPERATING	\$30,731.90
211 Library Fund	
1010 CASH-OPERATING	\$2,749.47
290 Economic Development	
1010 CASH-OPERATING	\$522.00
401 Permanent Revolving Impr Fund	
1010 CASH-OPERATING	\$29.00
601 Water Fund	
1010 CASH-OPERATING	\$4,252.18
602 Sewer Fund	
1010 CASH-OPERATING	\$4,175.76
604 Electric Fund	
1010 CASH-OPERATING	\$3,182.97
605 Storm Water	
1010 CASH-OPERATING	\$264.68
606 ICE ARENA	
1010 CASH-OPERATING	\$2,927.45
609 Liquor Fund	
1010 CASH-OPERATING	\$32,518.52
875 Community Policing Fund	
1010 CASH-OPERATING	\$268.01
Total:	\$81,621.94

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

The claim batch dated See signature are approved for payment.

APPROVED Signature Council Member  
Signature Council Member

## **KASSON PARK BOARD MINUTES**

### **February 20, 2018 draft**

Pursuant to due call and notice thereof, a meeting of the Kasson Park Board was duly held at Kasson City Hall on the 20<sup>th</sup> day of February at 6:00 P.M. There was not a quorum.

**THE FOLLOWING PARK BOARD MEMBERS WERE PRESENT:** Jason Farnsworth, Greg Kuball, Doug Buck and Chuck Coleman

**THE FOLLOWING WERE ABSENT:** Liza Larsen, Roger Franke and Janet Sinning

**ALSO PRESENT:** Terry Meyers, Parks & Rec Supervisor Ron Unger and Deputy Clerk Jan Naig

**I. Call to Order:** The meeting was called to order at 6:00 P.M. by Acting Chairperson Unger.

**II. Approve minutes:** Due to lack of quorum no action was taken.

**III. New Business:**

**A. Oath of office: Jason Farnsworth.** Naig administered the oath of office for Jason Farnsworth. He will serve another three year term which goes through 2020.

**B. Terry Meyers from K-M Lions Club – Picnic shelter in Lions Park.** Terry Meyers gave the Board an update on the fundraising and grants the Lions Club is working on for the construction of a shelter in Lions Park. Unger is putting together a list of vendors and their pricing for the structure, cement work and electrical work. He estimates the cost will be \$35,000.00 to \$40,000.00. The construction pricing proposals will be submitted to the City Administrator for inclusion on the next Council Agenda. The Lions Club would like a recommendation at the Council level to approve the construction of the Lions Park shelter. Once the pricing is approved, Unger will lock in the price of the structure from Clarey's.

Meyers also indicated the Lions Club would like a Park Board presence in their membership. He asked the Board Members to consider joining the organization.

**C. Kasson Aquatic Center – repair and equipment costs.** Unger presented the costs for the various repairs and equipment upgrades that are due at the Aquatic Center. The top priorities for 2018 are to replace the mat for the slide in the activity pool, the radial grating in the activity pool and to purchase two boxes of gutter drains. This will run \$8,000.00 to \$10,000.00 in expenditures for 2018 and the budget is \$12,000.00. After five years of use

the maintenance needs are starting to appear. Next year the sand in the filters will need to be changed and the drain covers will need replacement. He will budget additional funds in 2019 for maintenance and repairs.

**D. Boulevard tree program.** The forms for boulevard tree orders are available on the City's web site and at City Hall. Orders will be taken until March 30<sup>th</sup>. Trees will be planted in late April or early May by The Treehouse.

**E. Adult softball meeting.** Unger has scheduled the local managers' meeting for March 7<sup>th</sup> at the Public Works Building. April 3<sup>rd</sup> is the League Directors' meeting in Faribault. A second meeting will be scheduled for the managers' to pick up their materials. League play will begin the first week in May.

**F. Movies in the Park.** Naig asked if the Board wanted to continue offering the Movies in the Park. It is time to get on the schedule. The Members in attendance were in agreement that we should try to offer three movies again this summer. Naig will contact Kurt Albrecht to set up some dates.

**G. Discuss March meeting date.** Our next meeting date would be March 20<sup>th</sup>. Unger will be attending Pool Operators training that week and Naig will be at a conference. Unger asked if the Board could meet one week later. The tentative date will be March 27<sup>th</sup>. Naig will contact the other three members to find out if that date will work for them.

#### **IV. Old Business:**

**A. Community Ed request – lap swim.** At the January meeting Unger told the Board he had been approached by K-M Community Ed about offering a lap swim membership to their fitness center members. They have indicated there may be 15 to 20 people making use of this membership. The Board Members were in agreement that a \$30.00 fee should be paid up front for those fitness center members that will also use the Aquatic Center. A "lap swim member" card will be issued for each of those individuals. Depending on the number of people that take advantage of the program, a second lifeguard may need to be at the facility during the lap swim hours. Unger will contact Community Ed with the proposed price and let the Board know their response at the March meeting.

**B. Trees for 2017/2018 street assessment project in northwest.** Phase I of the 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> Avenue NW street project is complete. The City Engineer is working with Unger on the plans for replacing the boulevard trees that were removed for the project. Since 230 trees were removed, a large amount of the canopy needs to be replaced. There will be a meeting with the homeowners to discuss their options for replacing the trees lost to the street project. Unger had concerns about homeowners that may not want to

replace their boulevard trees. The Board was in agreement to present the proposals for the trees at the meeting with the homeowners and give them the option to decide if and how they want to replace their trees.

**V. Correspondence:** Dodge County Extension is planning a meeting at the Community Ed multi-purpose room on March 5<sup>th</sup> to talk about trees. Unger will represent the City. Mark Gamm from the County and a representative from the City of Mantorville will also be available at this meeting. They will discuss tree planting, maintenance and Emerald Ash Borer issues. Another meeting will be scheduled in Dodge Center for other cities in the County.

**VI. Adjourn:** The discussion ended at 7:18 P.M.

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Acting Chairperson

---

Deputy Clerk

The next meeting will be on March 27, 2018 at 6:00 P.M.

## Staff Planning Review

### Conditional Use Permit Application

School and Church

{R-C Residential Commercial Mixed Use}

105 Mantorville Ave S

Kent Keller

### Conditional Use Permit Application

Childcare

{R-C Residential Commercial Mixed Use}

105 Mantorville Ave S

### Zoning

R-C Conditional Use

E. Church, Private Education

R-C Conditional Use

B. Childcare Facility

### Parking

154.080

Church = one per 4 seats

28+ parking spaces would  
allow for 132 seats

Childcare = one per 2 employees  
+ one per 10 students

28+ parking space would  
allow for 90 students



## **SECTION V: ECONOMIC AND COMMUNITY DEVELOPMENT**

### **2011 Comprehensive Plan – City of Kasson**

#### **ECONOMIC DEVELOPMENT GOALS**

- ⊗ Provide commercial sites adequate to meet the needs for expansion in the retail and service sectors of Kasson
- ⊗ Provide an atmosphere that promotes business development and growth by increasing communication between public and private sectors in the Community
- ⊗ Encourage retention and expansion of local businesses
- ⊗ Continue to promote and develop a strong, balanced and sustainable local economy that meets the needs of current and future residents by providing reasonable opportunities to live, work, play and shop in Kasson
- ⊗ Provide adequate land and infrastructure for industrial development that will provide living wage jobs to the Community
- ⊗ Enhance the City's image as an attractive place to live and do business

#### **ECONOMIC DEVELOPMENT POLICIES**

- \* Maintain an inventory of available commercial and industrial land and buildings on the City website
- \* Set up meetings with Chamber of Commerce and large employers to enhance communication and provide a forum to discuss retention and expansion opportunities
- \* Explore opportunities for financial assistance to promote updating and rehabilitation of existing commercial core
- \* Develop industrial areas that will meet the needs of prospective industrial developers with regard to transportation and infrastructure
- \* Improve community signage to maximize exposure to the high volume of traffic on Highway 14 and Highway 57. This should include directional signage within the Community for places of interest
- \* Understanding the proximity to the regional economic center of Rochester, promote and encourage commercial development that meets the needs of the large volume of residents that commute from Kasson
- \* Seek opportunities to enhance telecommunication infrastructure, through continued partnerships with the private sector
- \* Formalize guidelines and standards for providing business subsidies to promote economic development

## SECTION VI: LAND USE

### 2011 Comprehensive Plan – City of Kasson

#### LAND USE GOALS

- ⊗ Give consideration to the natural elements of Kasson as developments grow.
- ⊗ Promote orderly growth and work with all of our township neighbors to systematically annex land into the City.
- ⊗ Continue to operate programs and policies that promote the restoration, revitalization and rehabilitation of the downtown corridor.
- ⊗ Align land uses with traffic patterns.
- ⊗ Zoning and land use considerations will address water, ground, air, and noise pollution issues.
- ⊗ Eliminate spot zoning, and do not allow spot zoning into the future.
- ⊗ Support the continuation of a strong residential community rooted amid a blend of opportunities for commerce, industry, education, and recreation.
- ⊗ Ensure enough properly zoned land to provide for Kasson's share of the regionally adopted forecasts for residential, commercial, industrial, and institutional uses for the next 20 years.
- ⊗ Promote energy efficient construction and green/sustainable building and land use practices.
- ⊗ Have as a goal to minimize the fragmentation and development of agricultural lands and open spaces in and around the City.

#### LAND USE POLICIES

- \* Balance consideration for community values, the neighborhoods, the natural elements, and the economic environment.
- \* Separate incompatible land uses with the use of zoning and development regulations, and ensure that commercial and industrial land uses are contained within carefully delineated areas with appropriate setbacks, landscaping buffers, and lighting.
- \* Locate high-traffic generating land uses along arterial streets whenever possible.
- \* Review the City zoning ordinance to meet the goals set forth in the Comprehensive Plan.
- \* Enforce set-back regulations to provide adequate buffer zones between land uses.
- \* Establish a local process for locating essential public facilities, based on land use and public service impacts as well as future needs and community vision.
- \* Support the purchase, dedication, and preservation of open space and encourage careful consideration and integration of the natural environment in any planning activity.
- \* Encourage and support adequate pedestrian connections with nearby neighborhoods and access to transit facilities citywide.



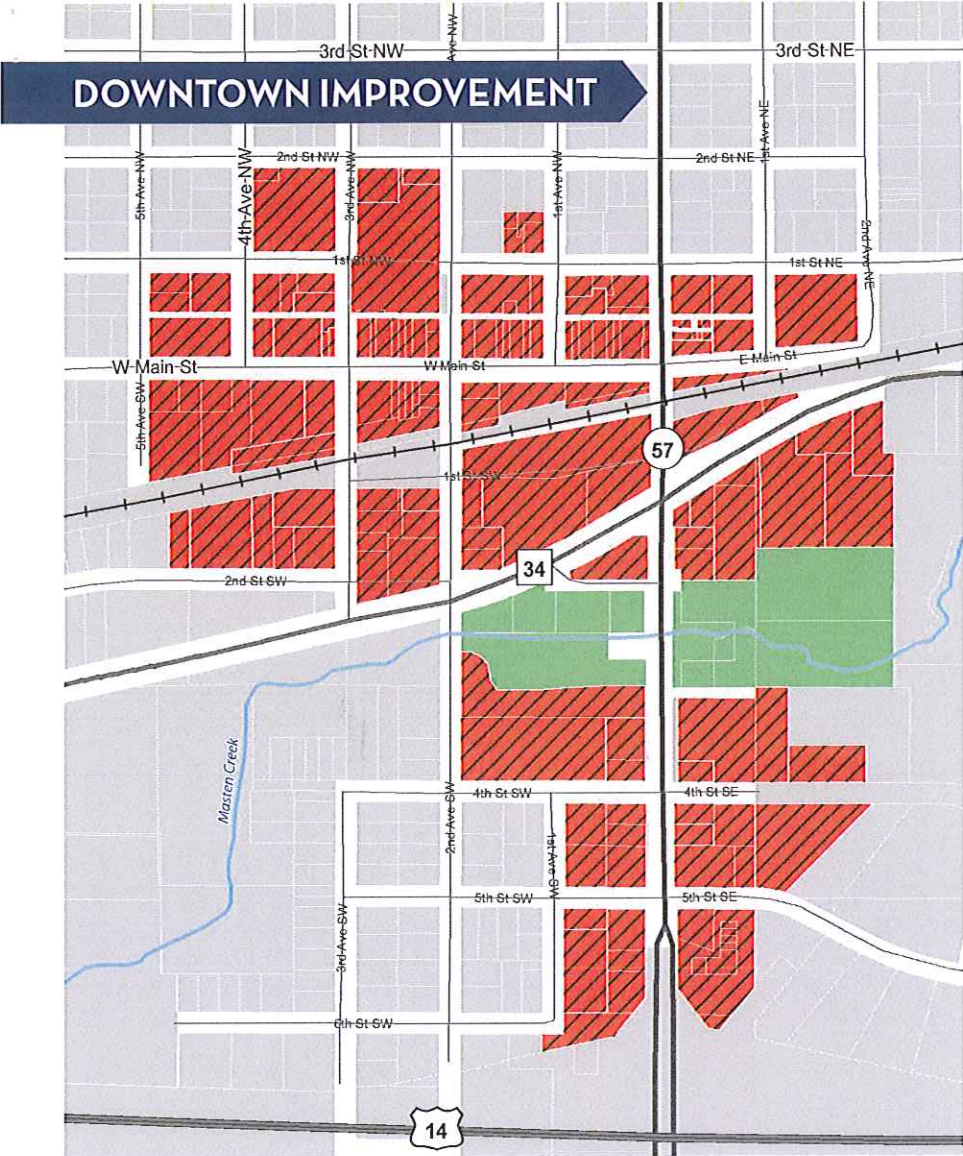
## SECTION VI: LAND USE

### 2011 Comprehensive Plan – City of Kasson

#### **LAND USE POLICIES (Continued)**

- \* Consider a landscaping ordinance to allow for low water-use landscaping.
- \* Consider MN Tree Trust's Best Practices
- \* Consider a policy of No Net Loss of Specified Natural Landscapes
- \* Consider a replacement tree policy
- \* Consider ordinances to promote native vegetation
- \* Consider an ordinance requiring an on-site rainwater infiltration design requirement for construction sites.
- \* Maintain and enforce a sump pump ordinance for existing and new structures
- \* Consider a policy of no net loss of green space
- \* Consider a Right to Farm ordinance
- \* Develop a Walkable Streets Network/Plan, and identify any gaps
- \* Develop a land use plan
- \* Consider a wellhead protection program
- \* Encourage and foster economic development in areas designated for commercial development.








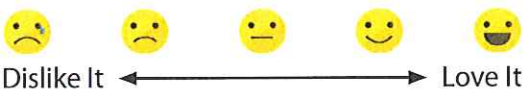
# Description

Main Street is the heart of the City of Kasson. It's one of the assets that makes Kasson unique and interesting. Enhancing, improving, and extending the Kasson downtown area will support Kasson's economy and quality of life. It might begins with a focused master plan that engages the community in defining such ideas as:

- » Boundaries and edges defining what downtown is
- » Character (streetscape/ building design) extending to Hwy 14
- » Gateway treatments and wayfinding signage
- » Fill in gaps on Main Street with new buildings
- » Redevelopment (market driven) to transition development/buildings that don't contribute to downtown character
- » Public Space/Street Character
- » Events or programing
- » Economic development strategies to help fill existing spaces.
- » others...

Key Guiding Principles	 Small Town Identity		
	 Prosperous		
	 Vibrant		
Responsible Entity	Public	Public/ Private Partnership	Private
Priority	Low	Medium	High
Project Cost	\$	\$\$	\$\$\$

Tell us what you think about this project idea



## Kasson, MN Code of Ordinances

**§ 154.028 ZONING AMENDMENTS.**

(A) *Generally.* The Council may adopt amendments to this chapter and the zoning map in relation both to land uses within a particular district or to the location of a district line. The amendments shall not be issued indiscriminately, but shall only be used as a means to reflect changes in the goals and policies of the city as reflected in the comprehensive plan or changes in conditions in the city.

(B) *Kinds of amendments.*

- (1) A change in a district's boundary (rezoning);
- (2) A change in a district's regulations; and
- (3) A change in any other provision of this chapter.

(C) *Initiation of proceedings.* Proceedings for amending this chapter shall be initiated by at least one of the following three methods:

- (1) By petition of an owner or owners of property which is proposed to be rezoned, or for which district regulation changes are proposed;
- (2) By recommendation of the Planning and Zoning Commission; and/or
- (3) By action of the Council.

(D) *Required exhibits.* The following exhibits shall be required for rezoning or district regulation changes initiated by property owners.

- (1) A completed application form;
- (2) A preliminary building and site development plan; if necessary the Planning and Zoning Commission or Council may also require a boundary survey of the property;
- (3) Evidence of ownership or enforceable option on the property; and
- (4) Other items as may be required by the city.

(E) *Procedure.* The procedure for a property owner to initiate a rezoning or district regulation change applying to this property is as follows.

(1) The property owner or his or her agent shall meet with the Zoning Administrator to explain the situation, learn the procedures and obtain an application form.

(2) The applicant shall file the completed application form together with required exhibits with the Zoning Administrator and shall pay a filing fee as established by the Council.

(3) The Zoning Administrator shall review the application and, within ten business days after receiving the application, shall notify the applicant in writing if the application is not complete and what additional information is required.

(4) The city shall take action to approve or deny the application within 60 days of receiving a completed application. If the city cannot take action to approve or deny the application within 60 days of receiving the completed application, the city may extend the timeline for taking action before the end of the initial 60-day period by providing written notice of the extension to the applicant. The notification shall state the reasons for the extension and its anticipated length, which may not exceed 60 days unless approved by the applicant in writing.

(5) When the Zoning Administrator determines the application to be complete, the Zoning Administrator shall set the date for a public hearing and shall have notices of the hearing published in the legal newspaper at least once, not less than ten days and not more than 30 days prior to the hearing. The Council may waive the mailed notice requirements for a city-wide amendment to this chapter initiated by the Planning and Zoning Commission or City Council.

(6) The Zoning Administrator shall transmit the application and required exhibits to the Planning and Zoning Commission and shall notify all property owners within the affected zone and within 350 feet of the outer boundaries of the

property in question; however, failure of any property owner to receive the notification shall not invalidate the proceedings.

(7) The Planning and Zoning Commission shall hold the public hearing, and may table the application for further investigation if necessary, or the Commission shall recommend to the Council one of the three actions: approval, conditional approval or denial.

(8) The Council shall act upon the application within 30 days after receiving the recommendation of the Planning and Zoning Commission.

(9) No application of a property owner for an amendment to the text of this chapter or the zoning map shall be considered by the Planning and Zoning Commission within the one-year period following a denial of the request, except the Planning and Zoning Commission may permit a new application, if, in the opinion of the Planning and Zoning Commission, new evidence or a change of circumstances warrant it.

(Prior Code, § 24-17) (Ord. 728, passed - -)



Section 154.028, para. A, Zoning Amendments of the Kasson Code of Ordinances states, "Generally. The Council may adopt amendments to this chapter and the zoning map...The amendments shall not be issued indiscriminately, but shall only be used as a means to reflect changes in the goals and policies of the city as reflected in the comprehensive plan or changes in conditions in the city."

With this understanding here are my findings-of-fact that support the denial for the rezone request:

1. Within the narrative of the Economic and Community Development section of the City's comprehensive plan it states,
  - a. "...the citizens of Kasson are underserved in the commercial and retail sectors."
  - b. "One item that was noted repeatedly in the community survey was a desire for increased diversity in the restaurant or food service sector,..."
  - c. "The traffic pattern that presents the biggest opportunity for commercial growth in Kasson is that along Highway 57."
2. The first Economic Development Goals of the comprehensive plan states the following, "Provide commercial sites adequate to meet the needs for expansion in the retail and service sectors of Kasson"
3. Another goal listed for Economic Development is to "encourage retention and expansion of local businesses."
4. Within the narrative of the Land Use section of the comprehensive plan it states:
  - a. "With the high traffic counts along Highway 57, new retail and commercial businesses will desire to locate on this corridor, providing closer availability to goods and services. Much of this area is currently made up of residential land use, and great care must be taken to ensure that the effects of changes in the future land use are as minimal as possible for those residents. The changeover in land use to commercial should happen in phases and as orderly and contiguously as possible. Spot zoning should be avoided.  
The City's land use philosophy should support the development of a diverse economy.
5. Within the Land Use goals of the comprehensive plan:
  - a. Continue to operate programs and policies that promote the restoration, revitalization, and rehabilitation of the downtown corridor.
  - b. Align land uses with traffic patterns.
  - c. Eliminate spot zoning, and do not allow spot zoning in the future.

Historically, the City has used collector and arterial streets as boundaries to separate zoning districts. With County road 34 serving as a boundary separating the RC district from the CM district, I argue this request would not be contiguous in the expansion of the RC district and approval of the request to rezone would equate to spot zoning.

I further argue the request to rezone to RC and allow for the use of the building as a church and education facility is contradictory to the economic revitalization goals for our central business district expressed in the current comprehensive plan and has been a major discussion point in the community input sessions of the developing comprehensive plan work sessions.

I fully support the future expansion and continued development of a valuable asset to our community in the Train a Child group. For the reasons above, I just cannot support this request to rezone to accommodate this group. I hope and pray there are better locations and opportunities for this group ahead.



Add to packet.

## INFORMATION MEMO

# Taking the Mystery Out of Findings of Fact

*"Findings of fact" (a city's written explanation of a decision) are a crucial part of land use decisions, and acting without a clue can be treacherous. Take the mystery out of findings of fact by exploring the what, why, and how of findings facts to make defensible decisions.*

### RELEVANT LINKS:

## I. Use of findings of fact

Working with municipal land use regulations can be difficult for both city officials and residents. Sometimes decisions need to be made that are controversial, and no matter what the result, someone will be unhappy. Trying to figure out the best result in the midst of heated discussions can be a headache.

But no matter what the result, an important part of the process is developing and adopting written "findings of fact" that explain the decision. Carefully and thoughtfully developing written findings can help solve a contentious problem. It forces officials to focus their inquiry on the relevant considerations. And it produces a record that makes it easier for a court to uphold the decision if challenged.

## II. What are findings?

"Findings of fact" is a common term used to refer to a city's written explanation of a land use decision. The term originates from the courts, where judges often explain their determinations by issuing documents entitled "Findings of Fact and Conclusions of Law." They recite the relevant facts and then make conclusions by applying those facts to relevant legal criteria.

Like courts, cities sometimes need to apply facts to law to make a decision. In administering land use ordinances, the city is often tasked with determining the facts associated with a particular request and then applying those facts to the legal standards. This process is called "quasi-judicial", and city authority is limited to applying the rules in place to the facts presented. If the facts indicate an applicant meets the relevant legal standards, then they may be entitled to the approval. Typical land use approvals for which a city may need to find facts include requests for condition or interim use permits, zoning variances, and a subdivision or plat approval.

This material is provided as general information and is not a substitute for legal advice. Consult your attorney for advice concerning specific situations.



## RELEVANT LINKS:

Minn. Stat. § 15.99.

LMC Sample Findings of Fact.

If a city is sued over a land use decision, courts will review the record for a sufficient statement of the reasons given by the city for granting or denying the request. In the case of a denial of an application relating to zoning, Minnesota's 60-day rule requires the reasons for a denial be put in writing. Even when an application is approved, written findings explaining the decision are advisable. Findings should provide a court with everything needed to uphold the decision.

### III. How to make findings

Creating findings of fact can be relatively straightforward if a city follows some basic guidelines.

#### A. Apply facts to law

Findings of fact should explain to the reader how and why the city reached its decision. The document should identify the relevant legal criteria such as statutory standards or code provisions, explain the relevant facts relating to the particular application, and then apply those facts to the legal criteria.

#### B. Show your work

Like a math exam in school, it is important to be complete and to "show your work." Showing your work can be more important than reaching a particular result. Explaining the method of reasoning followed by the city in judging an application helps ensure the city is on the right track. If a reader can tell how you reached your result, without having to guess, you have showed your work. But if the reader is left guessing, then the city may be on shaky ground.

#### C. Look up the law

Before setting out to find facts, a little investigation is needed. A crucial early step is to identify the relevant legal standards. For example, applications for conditional use permits are subject to standards that should be spelled out in city ordinance. Determine exactly what ordinance standards apply. Reference and quote the relevant standards in your findings.

#### D. Provide relevant facts

Findings of fact should state all of the relevant facts the city considered in making its decision. A fact is relevant if it proves or disproves that the application meets the legal standards. For instance, if an applicant is seeking a conditional use permit where the effect of traffic on adjacent properties is an ordinance standard, then the city should look for facts related to traffic impacts. It is important to address each and every relevant legal standard by describing relevant facts.

## RELEVANT LINKS:

*Minnetonka Congregation of Jehovah's Witnesses, Inc. v. Svej, 226 N.W.2d 306 (Minn. 1975).*

### **E. Stay on track**

Sometimes issues arise that don't relate to the legal standards. If city officials start to discuss and debate the facts of the application without limiting themselves to the relevant legal standards, a lot of time and energy can be wasted on issues that don't lead to a solution. Arguments about irrelevant facts can easily lead the city astray. Don't include irrelevant facts in your findings.

### **F. Beware opposition**

Neighborhood opposition is perhaps the most challenging issue to deal with when considering the merits of a particular land use request. Case law holds that the opinions of neighbors should not be the sole basis for a particular city action. While residents can bring to light helpful information that relate to the legal standards, opposition alone is never a legally relevant finding.

### **G. Don't parrot**

Findings must adequately describe the reasoning for a decision. Ambiguous, conclusory or boiler plate language does not usually provide a sufficient explanation of the decision's rationale. Merely restating or "parroting" the legal standard is not enough. It is important to state the legal criteria. But more needs to be done to explain why the standard is or is not met.

### **H. Just because**

One of the simplest techniques to ensure findings sufficiently connect the decision to legal standards is to use the word "because." Read each statement carefully before completing the finding. What you write after the word "because" in each finding must support the statement that introduces the finding. A similar approach is to phrase the standard as question, and then provide a detailed answer.

### **I. Don't assume**

Don't assume the reader knows about your city or has any background about the decisions. Present a complete picture, by telling the whole story. Written findings should be clear to someone unfamiliar with the matter. A person who knows nothing about your city or subject property should be able to read the findings and know what decision was made and why.

## RELEVANT LINKS:

Jed Burkett  
Loss Control Land Use  
Attorney  
651.281.1247  
jburkett@lmc.org

### **J. Presentation matters**

Presentation can be important if you want to be taken seriously. So check your spelling, use correct grammar, avoid pronounces, and don't try to be funny. If you take the care to present well, it reinforces the idea that the city knows what it is doing and acted for good sound reasons.

### **K. Get help**

Sometimes a city might find itself in over its head, and it can be important to seek guidance. Be sure you understand the statements in your findings. For example, if you do not know what the comprehensive plan provides, do not try to complete a finding regarding the comprehensive plan until you learn what it states. Consult a planner or the city attorney or contact the League.

### **L. Conclude**

Written findings should identify the relevant legal criteria such as statutory standards or code provisions, explain the relevant facts relating to the particular application, and then apply those facts to the legal criteria to reach a conclusion. Sometimes more than one conclusion is possible. If the city takes care to develop thoughtful findings of fact that relate to the relevant legal standards, then there should be no mystery as to why the city reached the decision it did.

## MINUTES OF PLANNING COMMISSION MEETING

February 12, 2018

Pursuant to due call and notice thereof, a regular Planning Commission meeting was held at City Hall on the 12th day of February, 2018 at 6:30 PM

**THE FOLLOWING MEMBERS WERE PRESENT:** Commissioner Ferris, Commissioner Torkelson, Commissioner Fitch, Commissioner Tinsley and Commissioner Zelinske, Commissioner Borgstrom and Commissioner Burton.

**THE FOLLOWING WERE ABSENT:** None

**THE FOLLOWING WERE ALSO PRESENT:** City Clerk Rappe, Johannes and Josiah Marsland, Elsa Patt, Kent Keller, Carlos Hernandez and David Martin

**CALL TO ORDER:** Commissioner Ferris called the meeting to order at 6:30 PM.

**AGENDA:** - Add Swearing in of new Commissioner and introductions.

**SWEARING IN NEW COMMISSIONER** - Commissioner Joe Fitch was sworn in.  
**INTRODUCTIONS**

**MINUTES OF PREVIOUS PLANNING COMMISSION MEETING:** **Motion to Approve the January 8, 2018 minutes made by Commissioner Burton, second by Commissioner Zelinske with all voting Aye.**

### **PUBLIC HEARING - FINAL PLAT – HACK’S 2<sup>ND</sup> SUBDIVISION**

Staff stated all information was in the packets and that there is no new information.

**Public Hearing opened** – David Martin, Massey Land Survey, he has discussed the Engineer’s suggestions with Brandon Theobald the City Engineer.

**Public Hearing closed**

Discussion: Commissioner Burton asked Mr. Martin about the drop for the driveways and the trail. Mr. Martin stated that there maybe a few tenths of a foot.

**Motion to Approve the Final Plat of Hacks Second Addition made by Commissioner Zelinske, second by Commissioner Torkelson with all voting Aye.**

Commissioner Tinsley recused himself from the rest of the public hearings because his company is doing work for the seller.

### **PUBLIC HEARING - REZONE REQUEST FOR 105 S MANTORVILLE AVE –**

**Public Hearing Opened** – Johannes Marsland – 703 Southfork Pl SE, representing Train A Child Center and The Church of the Nazarene. Mr. Marsland stated that they would like to change the zoning at 105 S Mantorville to move their Church and School and expand their school and ministries and would lease out portions of the building that they are not using until they can grow into the entire building.

Commissioner Zelinske asked about issues with child care and Highway 57. Mr. Marsland stated that the childcare would be on the back half of the property near the lumber yard and traffic would be handled to drop off at the property and progress through the vacated street. Commissioner Burton asked if conversations have been had with the lumber yard if they are planning on using the vacated street that runs through. Mr. Marsland stated he has not yet.

Commissioner Burton stated that he has a concern with changing this to R-C in view with current Comprehensive Plan and with community feedback that has been received in updating the current

Comprehensive Plan this is contradictory to what is in the Comprehensive Plan. This is separated by a street and is not contiguous and would consider this to be spot zoning.

Commissioner Borgstrom – asked about future rental and the use is up in the air. Mr. Marsland stated that the use of the building is church/school/daycare and any other use would only be temporary until they fill the building with the intended use. He has had conversations with the City Administrator and would have enough parking spaces for the church and school. Commissioner Zelinske stated that access for people dropping off and picking up kids would be through the lumber yard and sees an issue with this. Mr. Marsland stated the total congregation is about 30 and school enrollment is about 30. Kent Keller, Mantorville – asked about the vacation and who would own that street. Commissioner Burton stated that along the property line the street would have been split but that would depend on the agreement and what is filed.

Elsa Patt – 69 Central Ave – Stated that they are providing education for children who cannot succeed in public school and for homeschoolers that are not comfortable teaching higher grades. This is an important ministry they are providing.

Carlos Hernandez – Testified that he was one of those kids and has been going to this school and they helped him through his issues and public school cannot help you the way that they can. This school has helped him succeed.

**Public Hearing closed.**

Discussion – Commissioner Burton – stated that it is admirable what they do and he appreciates this, but does not think this is the appropriate zoning. The current comprehensive plan states that we should promote more diverse and commercial entities and the biggest opportunity for commercial growth is along Highway 57 and we should encourage the retention and expansion of current businesses. Regarding land use, it states that highway 57 provides high traffic and zoning should be orderly and contiguous and he does not believe that this is contiguous and this would be spot zoning. Burton does not feel that this meets the intent of the comprehensive plan and that R-C is not the appropriate zoning.

Commissioner Fitch – Our community does need another daycare, but rezoning this one parcel that is in the C-M zone he does not feel meets the criteria, if we were looking at rezoning the entire area maybe. He does not feel that this is in coordination with the comprehensive plan.

Commissioner Torkelson – He agrees with Commissioner Burton and there are still issues that need to be figured out with the lumber yard. He is not a fan of changing this zone.

Commissioner Zelinske – Commended Mr. Marsland for the work they are doing and Kasson needs this, but does not think that this zoning is the right fit for what you want to do.

Commissioner Borgstrom – agrees with what the Commissioners are saying.

**Motion to Deny the Rezone to R-C and strongly encourage the City to work with this party to look for alternatives because they are an asset to the Community, made by Commissioner Burton, second by Commissioner Zelinske, Ayes: Burton, Fitch, Torkelson, Ferris, Zelinske, Borgstrom. Tinsley – Abstain.**

**PUBLIC HEARING – CONDITIONAL USE PERMIT FOR CHURCH/SCHOOL AT 105 S MANTORVILLE AVE**

**Public Hearing Opened –**

Johan Marsland – asked if there is another zone that they could request that may pass. And if anyone would know if anywhere else that they could go he would appreciate any help they can get.

**Public Hearing Closed**

**Motion to Deny the Conditional Use Permit with the finding of fact that it is not zoned for this made by Commissioner Burton, second by Commissioner Zelinske. Ayes: Burton, Fitch, Torkelson, Ferris, Zelinske, Borgstrom. Tinsley - Abstain**

**PUBLIC HEARING – CONDITIONAL USE PERMIT FOR DAYCARE AT 105 S MANTORVILLE AVE**

**Public Hearing Opened** - no comments

**Public Hearing Closed**

**Motion to Deny the Conditional Use Permit for the daycare at 105 South Mantorville Ave made by Commissioner Zelinske, second by Commissioner Borgstrom. Ayes: Burton, Fitch, Torkelson, Ferris, Zelinske, Borgstrom. Tinsley - Abstain**

**OTHER BUSINESS** – Commissioner Burton handed out maps from the comp plan meeting last week. One map is areas of the town that we can be served by gravity and would not require lift stations. The other map shows the current city boundaries and service areas. Commissioner Tinsley stated that they got a glimpse of a few pages of the proposed comp plan that have been finished already and is encouraged by it.

**ADJOURN 7:23PM**

**ATTEST:**

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Linda Rappe  
City Clerk

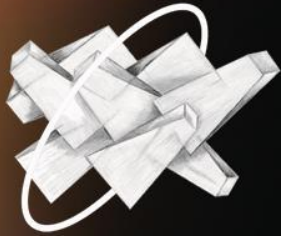
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Theresa Coleman  
Zoning Administrator/City Administrator

# Who is Applying?

**KELLER TECHNOLOGIES,  
INC.**

*Lactose Specialists*



## **Kent Keller**

- Long time resident
- Successful innovator in the agri-dairy industry
- Local property developer
- Philanthropist

### Current Philanthropic projects:

- Train a Child Center
- Minnesota Autism Center
- Rochester ExercisAbilities
- Financial Peace University proctor

### Past local project

- Mantorville School



# CotN in Kasson

## A Missional Community Center

### **Purposes:**

- Strengthen families in the community
- Create a community to provide caring support
- Enable and facilitate other community support organizations

### **Accomplishments over the last 8 years:**

- Train a Child Center School
- TAC Center tutoring and cognitive development programs
- Cognitive assessment services
- Youth mentoring
- Tae Kwon Do lessons
- Pregnancy Support groups and doula services
- Women's outreach support events
- Hispanic outreach services and Spanish language worship services
- Community giveaways
  - Toys for Tots (160 children served in 2107)
  - Home items giveaway
- Family Development forum meetings
- Community fun picnics
- Free community meals every Saturday evening
- Transient support
- Local youth band venue



# Plans to Expand Services to Kasson

- Expand the TAC school to serve students age K-12
- Provide dedicated space for students tutoring and training
- Expand women's and pregnancy support ministry with dedicated office space
- Partner to launch a daycare center
  - Work toward a respite care offering
- Offer dedicated space to Torres Del Libertad for use as a Hispanic resource center
- Renovate space for a community room to be used for cultural and community events
- Expand the meeting area used for weekly dinners and community support groups
- Provide more space for Tae Kwan Do and potentially other after school activities for youth

# Why Rezoning from C-M to R-C makes sense for Kasson

- Remaining consistent with Minnesota statute and historical policy on spot zoning
- Flexibility and oversight advantages
- Consistency with city's comprehensive plan
- Incremental and contiguous transition
- Enhancement of the business environment of the downtown area

# Consistent Policy on Spot Zoning

- Most recent example: Resolution #2.8-14
  - Exhibit B item 3 states:

“The proposed new Zoning District is immediately adjacent, on at least one boundary line, to land already in that Zoning District.

Minnesota statute defines lands as immediately adjacent if there is nothing more than an intervening street or waterway. In this case Mantorville Ave. separates this property from a large C2 district immediately to the east. This district is found to be adjacent.”
- Discussion included the width of Mantorville Ave. as a factor but the decision was for adjacency



# Alignment of land use with traffic patterns.

Proposed uses do not represent a significant increase in traffic during peak hours.

Traffic patterns of the proposed location are an improvement from the existing location due to a single sided entry with a traffic light fully controlling traffic from the North making this an ideal entry and drop off point on Mantorville Ave.



# Flexibility and oversight advantages

- The R-C Zone has a long list of conditional commercial uses allowing city leaders to have oversight and input into how the property is utilized
- The C-M zone has approved uses that are inconsistent with the Kasson's Comprehensive Plan and Downtown development objectives.
  - Rental storage garage and
  - Trucking companies and their storage buildings
  - Wholesaling businesses and warehousing



# Change is consistent with the industrial focus stated in the plan

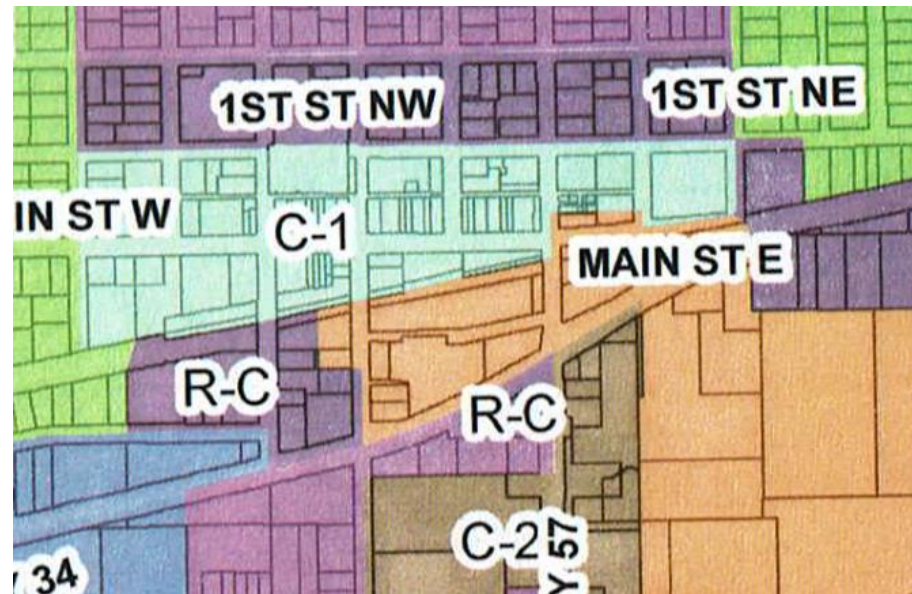
The City's land use philosophy should support the development of a diverse economy. With the City's expansion and growth, providing opportunities for some commercial development is both desirable and necessary.

## INDUSTRIAL FOCUS

The Industrial designation should be characterized by strict development standards, which include well designed buildings, generous landscaping, and limited outdoor operations. These standards assure development in a campus park-like setting, which will be a compatible, visual asset to the community, an employment center, and an economic base within the city.

# “Orderly and Contiguous Transition”

- Shifting manufacturing from the heart of downtown to the industrial park like areas is consistent with the comprehensive plan.
- As existing manufacturing and storage usages relocate, rezoning can naturally occur to better reflect a developing downtown.





# Comprehensive Plan

- This change will facilitate the marriage of two difficult goals stated in the Comprehensive plan on P27

As a consequence, an increasing proportion of the population is commuting into Rochester. This has significant consequences for the direction of development in Kasson in the future. Although business development is still an important component of growth in the city, the city must also focus on developing amenities that will serve to attract and retain residents.

- Planned development includes community amenities and commercial development

## ECONOMIC DEVELOPMENT GOALS

- ⓪ Provide commercial sites adequate to meet the needs for expansion in the retail and service sectors of Kasson
- ⓪ Provide an atmosphere that promotes business development and growth by increasing communication between public and private sectors in the Community
- ⓪ Encourage retention and expansion of local businesses
- ⓪ Continue to promote and develop a strong, balanced and sustainable local economy that meets the needs of current and future residents by providing reasonable opportunities to live, work, play and shop in Kasson
- ⓪ Provide adequate land and infrastructure for industrial development that will provide living wage jobs to the Community
- ⓪ Enhance the City's image as an attractive place to live and do business

# Facilitate the commercial goals of the Comprehensive Plan.

- Uses that generate out of town visits and walking traffic
  - School, Tutoring, Cognitive Testing, Martial Arts, Women's pregnancy services, Hispanic services, community events

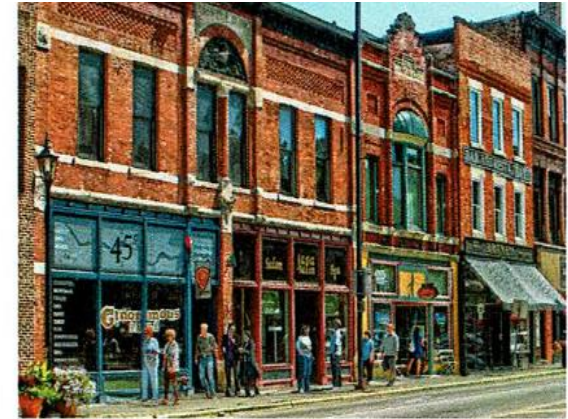
flexibility in their service and buying needs.

One opportunity for the downtown core to see an increase in traffic for commercial customers could be the location of public buildings that generate significant foot traffic in the area. Careful consideration should be made when exploring locations for City offices and the possible expanded public library. Location of facilities like this near the downtown core could help generate expanded customer opportunity for retail and other commercial businesses located there.

# Downtown Revitalization Plan

- \* Support the purchase, dedication, and preservation of open space and encourage careful consideration and integration of the natural environment in any planning activity.

(Below from the Downtown improvement plan) (Above from P35 of the Comprehensive Plan)





# Consistency with the Downtown Revitalization Plan

## Description

Main Street is the heart of the City of Kasson. It's one of the assets that makes Kasson unique and interesting. Enhancing, improving, and extending the Kasson downtown area will support Kasson's economy and quality of life. It might begin with a focused master plan that engages the community in defining such ideas as:

- » Boundaries and edges defining what downtown is
- » Character (streetscape/building design) extending to Hwy 14
- » Gateway treatments and wayfinding signage
- » Fill in gaps on Main Street with new buildings
- » Redevelopment (market driven) to transition development/buildings that don't contribute to downtown character
- » Public Space/Street Character
- » Events or programming
- » Economic development strategies to help fill existing spaces.
- » others...

Key Guiding Principles	 Small Town Identity  Prosperous  Vibrant		
Responsible Entity	Public	Public/Private Partnership	Private
Priority	Low	Medium	High
Project Cost	\$	\$\$	\$\$\$

Tell us what you think about this project idea





## 4. Vibrant



Kasson is gifted with many features that make it unique and interesting. Features such as a distinct main street and historic structures, a beautiful natural landscape, quality and sought after schools, actively programmed parks and cultural amenities, and a thriving business environment contribute to a vibrant Kasson and should continue to be enhanced and preserved. As Kasson continues to grow, special emphasis will be given to creating unique places where people can gather, connect, socialize, conduct business, entertain and be entertained.



## 1. Small Town Identity



One of the qualities of greatest importance to the Kasson community is its small town identity. By preserving and enhancing the elements that portray the desired characteristics of a small town, Kasson can continue to grow while maintaining its small town identity. Elements to be preserved and enhanced that contribute to small town identity may include:

- Ease of travel for all modes
- Compact, walkable neighborhoods
- A welcoming and walkable Main Street
- An open and accessible government
- The ability to make a difference in the community
- Safety and family-friendliness
- Abundance of small, local businesses
- Parks, community gardens, and other gathering places
- A collaborative partnership with the school district and other local agencies, philanthropy groups, and social clubs.



## 2. Prosperous

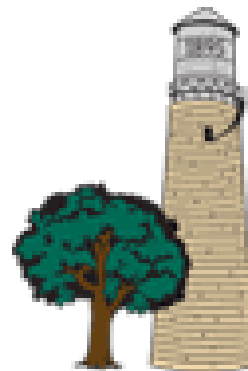


Prosperity is promoted by investments that create economic competitiveness. Kasson's prosperity was originally built upon the railroad and the people that it brought. Today, and into the future, Kasson's rich local history and culture, its proximity to Rochester and the Mayo Clinic, its proximity to other regional centers and access to regional highways, and the surrounding fertile agricultural land will all contribute to future economic success. Strategically investing in and protecting its existing community assets, maintaining quality infrastructure to align with future growth, and allowing for a balanced mix of housing, business diversity, and commercial resources will ensure that Kasson remains prosperous.



Conclusion: This change in zoning is good for Kasson. It sets the zoning more inline with the future direction of downtown Kasson. It shows that families are important to the city as it facilitates the expansion of commercial and nonprofit services by providing space for continued development of unique community enhancing resources, businesses, and organizations that provide family support, enhancement, and outreach services in Kasson.

It makes Kasson an even better place to live, work, shop, and play!



**City of  
Kasson**

*We're Ready For You!*

ZONING MAP AMENDMENT

*...reflect changes in goals and policies of the City as reflected in the Comprehensive Plan or changes in conditions in the City*

**Comprehensive Plan Land Use Goals**

- 1. Give consideration to natural elements ...
- 2. Promote orderly growth ... systematically annex
- 3. ... policies that promote restoration, revitalization and rehabilitation of the downtown corridor.
- 4. Align land uses with traffic patterns.
- 5. ... address water, ground, air and noise pollution
- 6. Eliminate spot zoning ... not allow in the future.
- 7. ... strong residential community rooted amid a blend ... commerce, industry, education, and recreation.
- 8. ... properly zoned land to provide ... share of ... forecasts for residential, commercial, industrial, and institutional uses for the next 20 years.
- 9. Promote energy efficient construction ... land use
- 10. ... minimize fragmentation ... of open spaces.

**Comprehensive Plan Land Use Policies**

- a. Balance consideration for community values ...
  - b. Separate incompatible land uses ...
  - c. ... high-traffic generating land uses along arterial
  - d. Review... ordinance to meet the goals set forth...
  - e. Enforce set-back regulations to provide ... buffer
  - f. ... process for locating essential public facilities
  - g. ... preservation of ... natural environments
  - h. ... adequate pedestrian connections ... access
- plus considerations on page 36*

Planning Commission

Notes from the draft minutes of the Planning Commission and supplemental information

promote restoration, revitalization, rehabilitation align use with traffic patterns

do not allow spot zoning

diverse commercial entities inappropriate zoning much of the area residential develop diverse economy

orderly and contiguous growth along highway 57

Appeal

Notes from presentation to City Council on February 28

promote restoration, revitalization, rehabilitation traffic lights provide ideal entry

immediately adjacent to R-C Zoning serve K - 12 tutoring and training

amenities to attract and retain residents

encourages pedestrian connections



**Comprehensive Plan Economic Development Goals**

- 1. ... expansion in retail and service sectors
- 2. ... *promote business development and growth*
- 3. Encourage retention/expansion of local business
- 4. ... *develop a strong, balanced and sustainable local economy ... live, work, play and shop in Kasson.*
- 5. ... adequate land and infrastructure for industr(y)
- 6. *Enhance ... image as an attractive place ...*

**Comprehensive Plan Economic Development Policies**

- a. Maintain an inventory of available ... land/buildings
- b. ... *provide a forum to discuss retention/expansion*
- c. ... rehabilitation of existing commercial core
- d. *Develop industrial areas ...*
- e. Improve community signage ...
- f. ... *proximity to the regional economic center ...*
- g. ... enhance telecommunication infrastructure
- h. ... *providing business subsidies ...*

**Kasson 2040 Proposed Downtown Improvement**

... Enhancing, improving, and extending the Kasson downtown area will support Kasson's economy an quality of life. ...

- 1. *Boundries and edges defining what downtown is*
- 2. Character (streetscape/design) extend to Hwy 14
- 3. *Gateway treatments and wayfinding signage*
- 4. Fill in the gaps on Main Street with new buildings
- 5. *transition development/buildings that don't contribute to downtown character*
- 6. Public Space/Street Character
- 7. *Events or programing*
- 8. Economic Development strategies to fill spaces

Planning Commission

expand retail & service sectors

encourage retention/expansion  
need additional day care  
need "this"

asset to community

strongly encourage Council  
not the right fit

rezone entire area

Appeal

expand service sectors

expansion  
launch daycare center  
after-school activities  
assure campus park-like setting  
community dinners/support

future direction of downtown

meet the needs of famillies

enhansing downtown area

transition current location to parkland

cultural and community events

## Kasson, MN Code of Ordinances

**§ 154.029 CONDITIONAL USE PERMITS.**

(A) *Purpose.* The purpose of a conditional use permit is to permit a use that would not be appropriate generally, but may be allowed with appropriate restrictions upon finding that:

- (1) Certain conditions as detailed in this chapter exist;
- (2) The use or development conforms to the comprehensive plan; and
- (3) Is compatible with the existing area.

(B) *Standards for granting a conditional use permit.*

- (1) In making the determination, whether or not the conditional use is to be allowed, the city shall consider:
  - (a) The effects of the proposed use on the comprehensive plan; and
  - (b) The effects of the proposed use upon the health, safety and general welfare of occupants of surrounding lands.
- (2) Among other things, the city shall make the following findings where applicable.
  - (a) The use will not create an excessive burden on existing parks, schools, streets and other public facilities which serve or are proposed to serve the area.
  - (b) The use will be sufficiently compatible or separated by distance or screening from adjacent residentially zoned or used land so that existing homes will not be depreciated in value and there will be no deterrence to development of vacant land.
  - (c) The structure and site shall have an appearance that will not have an adverse effect upon adjacent residential properties.
  - (d) The use, in the opinion of the city, is reasonably related to the overall needs of the city and to the existing land use.
  - (e) The use is consistent with the purpose of this chapter and the purposes of the zoning district in which the applicant intends to locate the proposed use.
  - (f) The use is not in conflict with the comprehensive plan of the city.
  - (g) The use will not cause traffic hazards or congestion.
  - (h) The traffic generated by the proposed use can be safely accommodated on existing or planned street systems; and the existing public roads providing access to the site will not need to be upgraded or improved by the city in order to handle the additional traffic generated by the use.
  - (i) Adequate measures have been taken or are proposed to prevent or control offensive odor, fumes, dust, noise, vibration or lighting which would otherwise disturb the use of neighboring property.
  - (j) Adequate utilities, parking, drainage and other necessary facilities will be provided.
  - (k) The proposed use will not impede the normal and orderly development or improvements of the surrounding property.
  - (l) The proposed use will not be injurious to the use and enjoyment of other property in the neighborhood and will not significantly diminish or impair the values of the property.
  - (m) The use will not disrupt the character of the neighborhood.

(C) *Additional conditions.* In permitting a new conditional use or in the alternative of an existing conditional use, the city may impose, in addition to the standards and requirements expressly specified by this chapter, additional conditions which the city considers necessary to protect the best interest of the surrounding area or the community as a whole. These conditions may include, but are not limited to, the following:

- (1) Increasing the required lot size or yard dimension;

- (2) Limiting the height, size or location of the buildings;
  - (3) Controlling the location and number of vehicle access points;
  - (4) Increasing the street width;
  - (5) Increasing the number of required off-street parking spaces;
  - (6) Limiting the number, size, location or lighting of signs;
  - (7) Requiring diking, fencing, screening, berming, landscaping or other facilities to protect adjacent or nearby property;
  - (8) Designating sites for open space; and
  - (9) Limiting the hours of operation.
- (D) *Required exhibits for conditional use permits.* The following items shall be required:
- (1) A completed application form;
  - (2) An accurate boundary description of the property;
  - (3) Evidence of ownership or enforceable option on the property;
  - (4) A development plan of the property showing the existing or proposed buildings, streets, access roads, driveways, parking spaces and signs;
  - (5) Landscaping and screening plans; and
  - (6) Any additional information deemed necessary by the city to determine the suitability of the particular site for the proposed use.
- (E) *Procedure.* The procedure for obtaining a conditional use permit is as follows.
- (1) The applicant or his or her agent shall meet with the Zoning Administrator to explain the situation, learn the procedures and obtain an application form.
  - (2) The applicant shall file the completed application form together with required exhibits with the Zoning Administrator and shall pay a filing fee, as established by the Council, for processing the conditional use procedures.
  - (3) The Zoning Administrator shall review the application and within ten business days after receiving the application shall notify the applicant in writing if the application is not complete and what additional information is required.
  - (4) The city shall take action to approve or deny the application within 60 days of receiving a completed application. If the city cannot take action to approve or deny the application within 60 days of receiving the completed application, the city may extend the timeline for taking action before the end of the initial 60-day period by providing written notice of the extension to the applicant. The notification shall state the reasons for the extension and its anticipated length, which may not exceed 60 days unless approved by the applicant in writing.
  - (5) When the Zoning Administrator determines the application to be complete, the Zoning Administrator shall set the date for a public hearing and shall have notice of the hearing published at least once in the legal newspaper, not less than ten days and not more than 30 days prior to the hearing.
  - (6) The Zoning Administrator shall transmit the application to the Planning and Zoning Commission and shall notify all property owners within 350 feet of the outer boundaries of the property in question; however, failure of any property owner to receive the notification shall not invalidate the proceedings.
  - (7) The Planning and Zoning Commission shall hold the public hearing and may table the application if necessary to study the application to determine possible adverse effects of the proposed conditional use and determine what additional requirements may be necessary to reduce any adverse effects. The Planning and Zoning Commission shall then recommend to the Council one of three actions: approval, conditional approval or denial.
  - (8) The Council shall act upon the application within 30 days after receiving the recommendation of the Planning and Zoning Commission.
  - (9) No application of a property owner for a conditional use permit shall be considered by the city within a one-year period following a denial for the request, except the Planning and Zoning Commission may permit a new application, if in the opinion of the Planning and Zoning Commission, new evidence or a change in circumstances warrant it.

(F) *Record keeping.* The city shall maintain a record of all conditional use permits issued including information on the use, location and conditions imposed by the city; time limits, review dates and such other information as may be appropriate. A record of applications which were not approved shall also be maintained for record keeping purposes.

(G) *Revocation of conditional use permits.* The Planning and Zoning Commission may call a public hearing to revoke a conditional use permit when it finds that at least one of the following circumstances exist:

- (1) Where a conditional use permit has been issued and no work thereon has commenced within nine months of the date of granting the conditional use permit;
- (2) In the event that the applicant violates any of the conditions set forth in the conditional use permit; and/or
- (3) Upon receipt of three written complaints from property owners within 350 feet of the property issued a conditional use permit.

(H) *Notice; hearing; recommendation.*

(1) Proper notice shall be mailed to the party or individual to which the conditional use permit was issued and to property owners within 350 feet of the outer boundaries of the property in question, not less than ten days and not more than 30 days prior to the hearing. Notice of the hearing shall also be published in the legal newspaper, not less than ten days and not more than 30 days prior to the hearing.

(2) The public hearing shall be held by the Planning and Zoning Commission. If the Planning and Zoning Commission finds that the continuation of the conditional use is in violation of this chapter, the Planning and Zoning Commission shall recommend the City Council revoke the conditional use permit.

(3) The City Council shall act upon the recommendation of the Planning and Zoning Commission within 30 days of receiving the recommendation. The Zoning Administrator shall, in writing, inform the individual or party in question of the action of the Council and shall enforce the action taken.

(Prior Code, § 24-18) (Ord. 728, passed - -)

## Kasson, MN Code of Ordinances

**R-C RESIDENTIAL-COMMERCIAL MIXED USE DISTRICT****§ 154.205 PURPOSE.**

The purpose of the "R-C" residential-commercial mixed use district is to provide for a district which allows both residential and commercial uses.

(Prior Code, § 24-116) (Ord. 728, passed - -)

**§ 154.206 PERMITTED USES.**

Permitted uses in the R-C district are as follows:

- (A) Single-family detached and attached dwellings;
- (B) Two-family dwellings (duplex);
- (C) Conversion of single-family dwelling into no more than four-unit multi-family;
- (D) Residential programs (as identified by state statute) with a licensed capacity of six or fewer persons;
- (E) Child care facilities serving 12 or fewer persons;
- (F) Home occupations;
- (G) Bed and breakfast facilities with up to six guest rooms, subject to the standards in § 154.089;
- (H) Public recreation including parks and playgrounds and hiking and/or biking trails;
- (I) Wildlife, forest and wetland preserves or management areas and game refuge areas;
- (J) Historic sites;
- (K) Essential services;
- (L) Satellite dishes not more than 36 inches in diameter;

(M) Accessory buildings or structures customarily incidental to the permitted principal use when located on the same property; and

(N) Parking lots, as defined in § 154.007 and regulated in § 154.080. Parking lots related to a primary use must be located on the same lot, or contiguous to the principal operation.

(Prior Code, § 24-117) (Ord. 728, passed - -; Ord. 789, passed - -)

**§ 154.207 CONDITIONAL USES.**

Conditional uses in the R-C district are as follows:

- (A) Planned unit developments;
- (B) Child care facilities serving 13 or more persons;
- (C) Multi-family dwellings;
- (D) Residential programs (as defined by state statute) with a licensed capacity of seven to 16 persons;
- (E) Recreational buildings, community centers, churches, private and public educational institutions, government and public utility buildings and structures;

- (F) Intermediate, extended and long-term care facilities;
  - (G) Churches and similar places of worship;
  - (H) Medical and dental clinics, hospitals, pharmacies;
  - (I) Gift shops and retail sales associated with and incidental to hospitals, professional offices, clinics when located on the same property as the principal permitted use;
  - (J) Funeral homes, mortuaries;
  - (K) Buildings combining residential and nonresidential uses permitted or conditional in the district;
  - (L) Off site parking facility for commercial multi-family residential;
  - (M) Professional offices, real estate and financial offices;
  - (N) Personal services including tanning, beauty salons and barber shops, tailors;
  - (O) Home businesses;
  - (P) Bed and breakfast facilities, seven to ten guest rooms, subject to the standards in § 154.089;
  - (Q) Art galleries, art studios and framing shops;
  - (R) Craft shops and studios, antiques and tea rooms;
  - (S) Boarding house, with no more than ten living units;
  - (T) Satellite dishes more than 36 inches in diameter; and
  - (U) Parking lots, as defined in § 154.007 and regulated in § 154.080. Off-site parking may only be located in the same zone or C-1, C-2, C-3, CM or M-1 zones.
- (Prior Code, § 24-118) (Ord. 728, passed - -; Ord. 747, passed - -; Ord. 789, passed - -)

#### **§ 154.208 LOT AREA, FRONTAGE AND YARD REGULATIONS.**

The following minimum requirements shall apply in all R-C districts:

	<i>Single-Family Detached</i>	<i>Single-Family Attached</i>	<i>Duplex</i>	<i>Other Uses</i>
<b>Lot size</b>				
Width at street line	45 ft.	30 ft. per unit	50 ft.	80 ft.
Width at building line	66 ft.	40 ft. line per unit	80 ft.	80 ft.
<b>Area</b>	7,920 sq. ft.	4,000 sq. ft. per unit	8,000 sq. ft.	11,000 sq. ft.
<b>Yards</b>				
Front*	20 ft.	6.5 ft.	15 ft.	20 ft.
Side	20 ft.	8 ft.	15 ft.	12 ft.
Rear	20 ft.	8 ft.	15 ft.	35 ft.
* Thirty feet shall be required on that side of the property abutting any AG or residential district.				

(Prior Code, § 24-119) (Ord. 728, passed - -)

#### **§ 154.209 LOTS FRONTING MORE THAN ONE STREET.**

Lots fronting more than one street shall maintain a yard on those streets conforming to the requirements for front yard setbacks; side yard setbacks shall be maintained from the remaining lot lines, except when a lot line is adjacent to an alley from which rear yard setbacks shall be maintained.

(Prior Code, § 24-120) (Ord. 728, passed - -)

#### **§ 154.210 MAXIMUM LOT COVERAGE.**

Lot coverage shall not exceed 50% in the R-C districts.

(Prior Code, § 24-121) (Ord. 728, passed - -; Ord. 789, passed - -)

#### **§ 154.211 HEIGHT REGULATIONS.**

(A) No structure, hereafter erected or altered, shall exceed 35 feet or two and one-half stories in height, except as otherwise provided by this chapter.

(B) Provided, however, public and semi-public buildings, churches, cathedrals, temples, hospitals or schools may be erected to a height of 55 feet when set back from all lot lines not less than one foot, in addition to required yard dimensions, for each foot the building exceeds 35 feet in height.

(Prior Code, § 24-122) (Ord. 728, passed - -)

#### **§ 154.212 BUFFERYARDS AND SCREENING.**

Upon establishment of any nonresidential use adjacent to or abutting an existing residential use, the nonresidential use shall provide a bufferyard, as specified in § 154.060, unless separated from the adjacent residential property by a public street which is not an alley.

(Prior Code, § 24-123) (Ord. 728, passed - -)

#### **§ 154.213 GENERAL PROVISIONS.**

Additional requirements and other regulations as set forth in §§ 154.045 through 154.099.

(Prior Code, § 24-124) (Ord. 728, passed - -)



## INFORMATION MEMO

# Fair Labor Standards Act (FLSA): An Overview

*This memo describes the most common employee protections under this federal law requiring a minimum wage, and overtime compensation for extra hours worked under the Act. Understand city responsibilities for record keeping, child labor standards, how to define a workweek, and when you may offer compensatory time off in place of paid overtime.*

### RELEVANT LINKS:

[29 U.S.C. §201-219.](#)  
See LMC information memo  
*Fair Labor Standards Act:  
Determining Exempt vs. Non-  
Exempt Status.*

[29 U.S.C. § 206\(a\)\(1\)\(C\).](#)

[Minn. Stat. § 177.24, subd. 1.](#)

[Minn. Stat. § 177.23 subd. 7.](#)

[29 U.S.C. § 207.](#)

[29 C.F.R. § 778.106.](#)

[29 C.F.R. § 570.](#)

[29 C.F.R. §§ 516.2 –9.](#)

## I. Coverage

All cities are covered by the Fair Labor Standards Act (FLSA). However, some employees are “exempt” from the overtime provisions of the Act.

## II. Requirements

The FLSA requires cities to:

- Pay at least the federal minimum wage (currently \$7.25/hour) to all non-exempt employees for all hours worked. In situations where both the federal and the state FLSA address an issue, the employer is required to follow the law that is of greatest benefit to the employee. (The state minimum wage is \$9.50 per hour for most employees effective August 1, 2016 and will likely increase on January 1, 2018, depending on inflation rates determined by the Commissioner of Labor and Industry. Note that the definition of “employee” exempts certain types of city employees and that there is a separate minimum wage for small employers as defined by statute).
- Pay at least one-and-one-half times the employee’s *regular rate of pay* for all *hours worked* over 40 in the *workweek* OR grant *compensatory time off* at the rate of one-and-one-half hours off for each hour worked over 40 in the workweek (words in italics are defined below).
- Pay overtime wages on the regular payday for the pay period in which the wages were earned.
- Comply with the child labor standards.
- Comply with the record-keeping requirements.

This material is provided as general information and is not a substitute for legal advice. Consult your attorney for advice concerning specific situations.



## RELEVANT LINKS:

[29 U.S.C. § 207 \(j\).](#)

[29 C.F.R. §§ 785.10 - .45.](#)

[29 U.S.C. § 207 \(e\).](#)

Many cities pay overtime for hours worked over eight in one day; however this is not a requirement of the FLSA (except for certain municipal hospitals and nursing homes). Some cities have this requirement in their personnel policies or union agreements. These should be honored unless and until they are changed.

### III. Definition of “hours worked”

“Hours worked” includes all hours the employee actually performs duties that are for the benefit of the city, including:

- Rest periods or “breaks” of 20 minutes or less.
- Meetings and training programs.
- Travel between work sites during the work day.
- Time spent performing duties after hours or on weekends due to emergencies (call backs).
- Any time performing duties outside of the normal shift, even if it is not “authorized.” (Although unauthorized hours must be compensated, nothing precludes an employer from taking disciplinary action for failure to follow a policy that requires prior approval before working overtime).

All of the “hours worked” must be added together to determine if the employee exceeded 40 hours in one workweek. When computing “hours worked,” a city does not need to include time the employee was gone for vacation, sick leave, or holidays, even if the time off is paid time off. Although some cities have policies or union contracts requiring such hours to be included, it is not required under the FLSA.

There are also several examples of time that does not have to be included as “hours worked:”

- On-call hours where the employee wears a pager and is free to come and go as he or she chooses, or merely leaves a telephone number where he or she can be reached, but is not required to wait by the phone.
- Meal periods of at least one-half hour where the employee is not performing any work.
- Ordinary home to work travel.

### IV. Regular rate of pay

The regular rate of pay includes all compensation for employment, including base wages, longevity pay, on-call or standby pay, educational incentive pay, and most other forms of pay.

## RELEVANT LINKS:

[29 C.F.R. § 778.105.](#)

LMC information memo,  
*Fair Labor Standards Act  
Police and Fire Employees.*

[29 C.F.R. § 553.23.](#)

[29 U.S.C. § 207\(o\)\(5\).](#)

*Beck v. Cleveland*, 390 F.3d  
912 (6th Cir. 2004) (citing  
Department of Labor's Wage  
and Hour August 19, 1994  
opinion letter).

It does not, however, include tuition or expense reimbursement, nor does it include premium pay for overtime hours required by the FLSA itself or by union agreement. However, some cities may specify the regular rate of pay will include such items either by policy or union agreement. In such cases, the policy or agreement must be honored until it is changed.

## V. Workweek

The workweek can be any period of time the city chooses consisting of seven days in a row. It can begin at any time of day. However, the city must consistently use the same seven-day period (for example, Sunday at 12:00 a.m. through Saturday at 11:59 p.m. of every week). The city can also have different workweeks for different groups of employees as long as each employee group is told what their workweek is and it is documented in writing. In addition, police officers and firefighters can have a longer work week, up to 28 days.

## VI. Compensatory time off

Cities are not required by the FLSA to provide the option of compensatory time off in lieu of paid overtime. (Be aware that a city policy or union contract may require the city to provide this option). As noted above, under certain circumstances, a city may give compensatory time off in lieu of paid overtime. Cities may do this when it is:

- Established as a term or condition of employment (at time of hire).
- Negotiated under a collective bargaining agreement.
- Mutually agreed upon with individual employees, before the overtime hours are worked (a record of the agreement must be retained).

Some cities establish a “checkbox” on their employee timesheets whereby a non-exempt employee can indicate his or her preference to be paid for overtime either through cash payment or compensatory time off. Since the employee is given the choice, this method is likely to be seen as meeting the intent of the law.

Unless modified by the collective bargaining agreement, the employee must be allowed to take compensatory time within a reasonable time period, unless it “unduly disrupts” the city’s operation. (Courts have found that cities are not “unduly disrupted” if cities are required to pay one employee overtime in order to allow another employee to use compensatory time off).

Cities cannot establish “use it or lose it” policies for compensatory time earned in lieu of overtime because compensatory time is a replacement for earned overtime and therefore is owed to the employee, as required by the law.

## RELEVANT LINKS:

[29 U.S.C. § 207\(o\).](#)

[29 C.F.R. § 553.24.](#)

LMC information memo,  
*FLSA: Police and Fire  
Employees.*

[29 C.F.R. § 570.](#)  
[Minn. R. 5200.0900 - .0960.](#)  
[HR Reference Manual,](#)  
[Chapter 2.](#)

[29 U.S.C. § 206\(g\).](#)

[Minn. Stat § 177.24, subd.  
1\(c\).](#)

[Minn. Stat. §177.24, subd.  
1\(c\).](#)

[29 C.F.R. § 516.4.](#)  
[29 C.F.R. § 525.14.](#)

The FLSA sets an accrual limit of 240 hours of compensatory time for most employees (160 hours at time-and-one-half). Certain “public safety,” “emergency response,” and “seasonal” employees may be subject to a higher limit of 480 hours. Most cities set a lower limit (e.g., 40 hours) because of the difficulty of granting employees so much time off.

Remaining compensatory time must be paid at the time the employee terminates employment at what may be a higher rate of pay, so the cost of payout increases over time.

To avoid this, some cities periodically cash out compensatory time (for example, paying off all compensatory time balances each December before starting the new year). This should be established in writing as a city policy and/or in a union agreement.

## VII. Child labor standards

The FLSA has certain restrictions on the type of work and the hours of work that may be performed by minors. The requirements of the FLSA must be coordinated with state laws on child labor.

## VIII. Youth minimum wage

Cities may pay a “youth minimum wage” of not less than \$4.90 an hour to employees who are under 20 years of age during the first 90 consecutive calendar days after initial employment. The city cannot displace an employee to hire someone at the youth minimum wage. This federal youth wage must also be coordinated with a new law at the state level establishing a youth minimum wage (employees under the age of 18) applicable only to “large employers” as defined under the law. The new law was effective as of August 1, 2014 and applies to employees under the age of 18. It is currently set at \$7.25/hour. It increases to \$7.75 on August 1 of 2016 and may increase again on January 1, 2018. Another change in state law increases the 90-day training wage for employees under age 20 to \$7.25/hour on August 1, 2015, with an additional increase to \$7.75 on August 1, 2016 and another possible increase on January 1, 2018.

## IX. Record-keeping requirements

The FLSA requires employers to:

- Display a minimum wage poster.

## RELEVANT LINKS:

Download posters at the [U.S. Department of Labor](#) website.

[29 C.F.R. §§ 516.2 –9.](#)

[29 C.F.R. § 553.50.](#)

[29 C.F.R. § 516.5.](#)

800.925.1122  
651.281.1200  
[HRbenefits@lmc.org](mailto:HRbenefits@lmc.org)

- Maintain detailed records of hours worked and wages paid to non-exempt employees and similar records on exempt employees, including: name, employee number, home address, birth date if under 19, sex, occupation, workweek, regular rate of pay, hours worked each day and total for week, total daily or weekly straight time earnings, total premium pay for overtime, total additions to or deductions from wages each pay period, total wages paid each pay period, and date of payment and the pay period covered.
- Maintain records on compensatory time earned, used, and paid in cash as well as union agreements regarding compensatory time, even if they are verbal agreements.
- Preserve payroll records and union agreements for at least three years.

## X. Further assistance

If you have any additional questions, please contact the League's Human Resources and Benefits Department.



## INFORMATION MEMO

# Fair Labor Standards Act (FLSA): Police and Fire Employees

*Learn about special issues in applying the FLSA to police and fire employees such as the option to define an extended workweek, FLSA application to small departments, different ceilings on accrual of compensatory time, and rules for volunteer versus paid on-call fighters.*

### RELEVANT LINKS:

[29 U.S.C. § 207\(a\).](#)

Dep't of Labor, Wage & Hour Div., [Fact Sheet #17J: First Responders and the Part 541 Exemptions Under the Fair Labor Standards Act](#) (July 2008).

See LMC information memo [Fair Labor Standards Act: Determining Exempt and Non-Exempt Status.](#)

## I. Administrative and executive exemptions

As a general rule, employees who perform police and firefighter work will be considered non-exempt under the Fair Labor Standards Act (FLSA), and must receive overtime or compensatory time off unless they fall under the small police/fire department exemption discussed below.

However, certain high-ranking police and fire department employees such as police or fire chiefs, deputy chiefs, captains, lieutenants, and corporals may meet the requirements of the administrative or executive exemption. Each city should determine on a case-by-case basis whether these positions meet the requirements of those tests.

Some guidelines cities may look at to help determine whether a police or fire employee would meet those requirements include the following.

### A. Police or firefighting work

Does the employee perform police or firefighting work (e.g. preventing, controlling, extinguishing fires, crime prevention, investigations, apprehending suspects, interviewing witnesses, etc.) on more than just an occasional basis? The more direct police and firefighting work performed, the less likely the employee will be considered exempt.

### B. Discretion

Is the employee dispatched to calls, or does he or she have discretion to determine whether and where his or her assistance is needed? Employees who are not dispatched to calls but have discretion to determine their own involvement are more likely to be considered exempt.

### C. Managerial tasks

Does the employee meet all of the requirements to be exempt under the executive or administrative exemption and primarily perform managerial tasks? Managerial tasks include:

This material is provided as general information and is not a substitute for legal advice. Consult your attorney for advice concerning specific situations.

## RELEVANT LINKS:

- Evaluating performance of employees under their supervision.
- Enforcing and imposing penalties for violations of rules/regulations.
- Making recommendations as to hiring, promotion, discipline or termination.
- Coordinating and implementing training programs.
- Maintaining payroll and personnel records.
- Handling community complaints, including decisions whether to refer them to internal affairs for further investigation.
- Preparing budgets and controlling expenditures.
- Ensuring operational readiness through supervision and inspection of personnel, equipment and quarters.
- Deciding how and where to allocate personnel.
- Managing the distribution of equipment.
- Maintaining inventory of property and supplies.
- Directing operations at a crime, fire or accident scene, including deciding whether additional personnel or equipment are needed.

Employees who spend the majority of their time performing duties such as those listed above are more likely to be considered exempt.

A police or fire supervisor who directs the work of assigned staff during his or her shift but is also expected to routinely respond to dispatch calls and primarily does work investigating crimes or fighting fires is probably not going to be considered exempt.

However, a police or fire supervisor who primarily manages the department and performs administrative and office work and seldom does any work “on the street” fighting fires or investigating crime is likely to meet the qualifications to be considered “exempt.”

## II. Small police/fire departments

The FLSA provides a complete overtime (but not minimum wage) exemption for any city employee who performs law enforcement work if the city has fewer than five employees who perform law enforcement work during the workweek. Part-time employees and employees on leave are counted. This exemption holds true for fire protection work as well. This exemption applies on a workweek basis, so it is possible for a city to use the exemption some weeks and not others.

## III. Extended workweek exemption

A city can establish a workweek for police and firefighters of anything between seven and 28 days. The police or fire protection employee would then earn time and one-half overtime only for those hours that exceed the limits under their workweek schedule.

[29 U.S.C. § 213\(b\)\(20\).](#)

[29 C.F.R. § 553.200\(c\).](#)

[29 U.S.C. § 207\(k\).](#)

[29 C.F.R. § 553.230\(c\).](#)  
See Appendix A, Maximum  
Hours Worked Before  
Overtime is Earned.

## RELEVANT LINKS:

[29 C.F.R. § 553.51.](#)

[29 C.F.R. § 553.224.](#)

[29 U.S.C. § 207\(o\)\(3\)\(A\).](#)

[29 U.S.C. § 203\(e\)\(4\)\(A\).](#)

[DOL Opinion Letter 2007-3NA, September 17, 2007.](#)

[29 C.F.R. § 553.106\(e\).](#)

[29 C.F.R. § 553.106\(e\).](#)

The workweek does not have to be the same as the pay period, but there must be a notation on the payroll records that shows the workweek for each employee and indicates the length of the period and the starting time. Different workweeks may be established for different positions or groups of employees as long as each employee group is told what their workweek is and it is documented.

## IV. Compensatory time

Police and firefighters may accrue up to 480 hours of compensatory time (as opposed to the 240 hour limit for other employees). In most cases, cities should set much lower limits on compensatory time accrual. Since cities need to have constant coverage in police and fire services, it is difficult to give employees time off without calling in another employee to cover the shift, often at overtime rates. Also, compensatory time earned in lieu of overtime must be paid when an employee leaves the city, which is usually at a higher rate of pay.

## V. Volunteer and paid on-call firefighters

Cities are not required to pay minimum wage or overtime to true “volunteers.” However, in order to qualify as volunteers, individuals cannot receive anything but “expenses, reasonable benefits or a nominal fee” for the work they perform. For example, a fire department might provide uniforms at no expense or reimburse volunteers for their uniform cleaning, meals, and transportation expenses. Generally, pension benefits provided to volunteer firefighters are also viewed by the Department of Labor (DOL) as “reasonable.”

“Nominal fee” is not specifically defined in the law; however, the closer compensation is to minimum wage, the less likely it will be viewed as “nominal.” Many fire protection employees in Minnesota cities would probably not meet this definition due to the level of compensation paid and are often referred to as “paid on-call” employees.

The regulations do provide some guidance on factors to examine to determine whether fees and stipends are nominal. These include:

- The distance traveled and the time and effort expended by the volunteer;
- whether the volunteer has agreed to be available around-the-clock or only during certain specified time periods;
- and whether the volunteer provides services as needed or throughout the year.



## RELEVANT LINKS:

[DOL Opinion Letter 2007-3NA, September 17, 2007.](#)

[29 C.F.R. § 553.106\(e\).](#)

[29 C.F.R. § 553.103\(a\).](#)

[29 C.F.R. § 778.419.](#)

[29 C.F.R. § 778.115.](#)

The DOL has stated that fees and stipends paid to volunteer firefighters that are less than 20 percent of what would be paid to a full time firefighter are likely to be found to be nominal. *“So long as the City’s calculations are based on an approximation of the prevailing wages of a driver or firefighter within its area and the fee amount does not exceed 20 percent of that driver or firefighter’s wages for the same services, the Department would find that such a fee would be nominal within the meaning of 29 C.F.R. § 553.106. Moreover, in evaluating whether a fee is nominal, the City should consider that, in addition to paying a nominal fee, as noted above the City may reimburse an individual for the approximate out-of-pocket expenses incurred.”*

Cities should also avoid paying employees on an hourly basis or on any basis tied to productivity. Per-call rates are, however, specifically allowed within the regulations.

City employees cannot “volunteer” to perform the same or similar duties on their off-hours as they perform during their regular employment with the city (e.g. a fire inspector probably cannot “volunteer” to perform fire protection duties after-hours). Even if the work is different, employees who hold two jobs with the city are likely to qualify for overtime if they exceed 40 hours in one workweek in either or both jobs. With the agreement of the employee, the overtime wages can be paid at one and one-half times the regular rate for the actual work that is being performed during the overtime hours. Otherwise, the city must determine a weighted average hourly rate earned for that workweek and pay the overtime hours at one and one-half times that rate.

For example, a city has a street department maintenance worker who also serves as a paid on-call firefighter. The maintenance worker puts in 40 hours of work (Monday-Friday) in his regular job at \$20/hour, then, in the same workweek, puts in an additional six hours (on Saturday) as a firefighter at an hourly wage of \$10/hour. If the employee agrees **in advance**, the six hours over 40 can be paid at \$15/hour (\$10 x 1.5 time), as the firefighter hours came after working 40 hours. Of course, if the six hours had occurred earlier in the week, then the overtime would have to be paid at 1.5 times the rate for the maintenance worker position.

Another option is to calculate a weighted average based on blending the two separate rates of pay together. To calculate a blended rate in our example, a city would calculate:



## RELEVANT LINKS:

[29 C.F.R. § 553.221\(b\).](#)

[29 C.F.R. § 553.221\(e\).](#)

[29 C.F.R. 785.12.](#)

[Rudolph v. Metropolitan Airports Com'n.](#), 103 F. 3<sup>rd</sup> 677 (8<sup>th</sup> Cir. 1996).

[DOL Opinion Letter 2004-23](#), November 23, 2004.

[29 C.F.R. 553.31.](#)

$40 \text{ hours} \times \$20 = \$800$

$6 \text{ hours} \times \$10 = \$60$

$\$800 + \$60 = \$860$

$\$860 / 46 \text{ hours} = \$18.70$  (blended rate)

$\$18.70 \times .5 = \$9.35$  additional overtime rate for the 6 hours worked above 40 for the week. Note, since you already recognized the employees regular rate of pay in the earlier calculation you only need to calculate the additional overtime rate for the hours worked above 40 for the week.

$\$9.35 \times 6 \text{ hours} = \$56.10$

$\$860 + \$56.10 = \mathbf{\$916.10 \text{ Total Gross Pay}}$

## VI. Hours worked

Time that is spent on pre-shift or post-shift activities is generally included when computing “hours worked.” For example, the time a police officer spends at “roll call” before or after each shift generally counts as hours worked. Time spent writing reports at the end of the shift and time spent racking up fire hoses after a fire call are also counted.

Regular home-to-work travel, even if it is in a take-home patrol car, does not count toward “hours worked.” Once an officer responds to a call, however, the time counts as “hours worked.”

Time spent caring for a police canine is generally considered “hours worked.” However, some court and arbitration decisions have upheld agreements that are in place specifying a set amount of paid time or extra compensation that an officer will receive for caring for the dog.

### A. Shift swapping/time trading

The substitution of one employee to work hours (partial or full shifts) scheduled for another of the same rank or position is often referred to as “shift swapping” or “time trading,” and is a common practice in many public safety departments. The Fair Labor Standards Act provides guidance on how shift swapping/time trading should be administered.

The Fair Labor Standards Act (FLSA) under certain circumstances, permits two employees of a public agency, with that agency’s approval, to substitute for one another during scheduled work hours in the same capacity without those hours being subject to overtime. Even though a substitution has occurred, each employee will be considered to have worked his or her normal schedule, and the traded time will not be considered in calculating hours for overtime for the substituting employee. The arrangement for trading time and payback is left to the two employees involved. Key points of a shift swap/time trade for hours that would not be overtime for the substituting employee include:

## RELEVANT LINKS:

[29 C.F.R. 553.31.](#)

- The employee's decision to substitute must be freely made, and without coercion, direct or implied, so the request is exclusively for the scheduled employee's convenience. The regulations note, an employer may *suggest* an employee substitutes or "trades time" with another employee working in the same capacity during regularly scheduled hours, but each employee must be free to refuse to perform such work without sanction and without being required to explain or justify the decision.
- The employer must be aware and approve of the substitution beforehand, thus the city must know what work is being done, by whom it is being done, and where and when it is being done.
- However, the employer is not required to keep a record of the hours of substituted work.

## VII. Outside employment

There are special provisions for police and fire employees who perform special duty work in fire protection, law enforcement, or related activities for a separate and independent employer during their off-duty hours. The hours of work for the separate and independent employer are not combined with the hours worked for the city for purposes of overtime compensation if both of the following guidelines are met:

- The special duty work is performed solely at the employee's option.
- The two employers are, in fact, separate and independent.

The City may facilitate the employment or affect the conditions of employment of such employees. For example, a police department may:

- Maintain a roster of officers who wish to perform special duty work during their off-duty hours.
- Select the officers from a list of those wishing to participate, negotiate their pay, and retain a fee for administrative expenses.
- Require that the separate and independent employer pay the fee for such services directly to the department, and establish procedures for the officers to receive their pay for the special duty work through the police department's payroll system. For the purposes of calculating overtime, the officers would not be eligible for overtime pay since the employee opted to perform this special duty work and the work was performed for a separate and independent organization.

[29 C.F.R. 553.227.](#)

## RELEVANT LINKS:

(800) 925-1122  
(651) 281-1200  
[HRbenefits@lmc.org](mailto:HRbenefits@lmc.org)

There may be times that a state law or local ordinance requires police or fire protection at an event and that only law enforcement or fire protection employees of a public agency in the same city perform the work. For example, a city ordinance may require the presence of city police officers at a convention center or during concerts or sporting events. If the officers perform such work at their own option, the hours of work do not need to be combined with the hours of work for the city in computing overtime compensation.

## VIII. Further assistance

If you have any additional questions please contact the League's Human Resources and Benefits Department.

## Appendix A: Maximum Hours Worked Before Overtime is Earned

No. of Days in Workweek	Hours of Fire Protection	Hours of Law Enforcement
7	53	43
8	61	49
9	68	55
10	76	61
11	83	67
12	91	73
13	98	79
14	106	86
15	114	92
16	121	98
17	129	104
18	136	110
19	144	116
20	151	122
21	159	128
22	167	134
23	174	141
24	182	147
25	189	153
26	197	159
27	204	165
28	212	171

# United States Department of Labor

## Wage and Hour Division

### Wage and Hour Division (WHD)

#### FLSA2007-3NA

September 17, 2007

Dear **Name\***:

This is in response to your request for an opinion regarding the application of the Fair Labor Standards Act (FLSA) to volunteer drivers and firefighters. Your client, a City with a volunteer Fire Department, seeks assurance that certain payments made to the volunteers do not jeopardize their volunteer status under the FLSA.

You state that individuals may volunteer as drivers or firefighters for the City's volunteer Fire Department. The City provides the following payments to the volunteers:

1. Tuition to attend the Fire Academy to become a certified firefighter;
2. Tuition to attend a two-week refresher training course that is held every three years at a Fire School;
3. \$550 to reimburse a volunteer for income lost from regular employment for taking time off to attend the two-week refresher training course;
4. Life insurance and disability policy;
5. Contribution of \$100 per month to a state-created retirement fund;
6. A stipend of \$150 per 12-hour shift for volunteer drivers; and
7. A stipend of \$19.72 per call for volunteer firefighters who respond to calls.

The FLSA recognizes the generosity and public benefits of volunteering and does not seek to pose unnecessary obstacles to *bona fide* volunteer efforts for charitable and public purposes. The Department of Labor is committed to ensuring that individuals are able to volunteer their services freely for charitable and public purposes within the legal constraints established by Congress.

In enacting the 1985 FLSA Amendments, Congress sought to ensure that true volunteer activities were neither impeded nor discouraged. Congress was explicit in its 1985 Amendments that a "volunteer" may receive "no compensation," but may be paid "expenses, reasonable benefits, or a nominal fee." 29 U.S.C. § 203(e)(4)(A); *see also* 29 C.F.R. § 553.106(a) ("Volunteers may be paid expenses, reasonable benefits, a nominal fee, or any combination thereof, for their service without losing their status as volunteers."); 29 C.F.R. § 553.106(e) ("Individuals do not lose their volunteer status if they receive a nominal fee from a public agency.").<sup>1</sup> Neither the FLSA nor the Senate Committee Report to the 1985 Amendments further defines the term "nominal fee." Rather, the Committee Report directed the Department to issue regulations providing guidance in this area. Employees of a public agency are permitted to provide volunteer services in certain circumstances, and the FLSA regulations governing this issue are found at 29 C.F.R. §§ 553.100-.106.

Under section 3(e)(4)(A) of the FLSA and 29 C.F.R. §§ 553.101 and 553.103, individuals are volunteers, not employees of a public agency, when they meet the following criteria:

- A. They provide their services for civic, charitable, or humanitarian reasons without promise, expectation, or receipt of compensation for the services rendered, although a volunteer can be paid expenses, reasonable benefits, or a nominal fee to perform such services;
- B. They offer their services freely and without coercion, direct or implied, from the employer; and
- C. They are not otherwise employed by the same public agency to perform the same services as those for which they propose to volunteer; in other words, individuals can qualify as volunteers if they either volunteer for different agencies *or* perform services different from those they are otherwise employed to perform.

*See* 29 C.F.R. §§ 553.100-.106 for a full discussion of the volunteer standards.

In order to determine whether the individuals in question may perform volunteer duties for the City, we assume for discussion purposes that the individuals perform their duties for civic, charitable, or humanitarian reasons, offer their services freely, without pressure or coercion, direct or implied, from the City, and that the individuals are not otherwise employed by the City to perform similar driving or

firefighting services. For the volunteer arrangement to meet the criteria above, we must then determine whether the payment of certain expenses, benefits, and stipends provided to the volunteers constitute “expenses, reasonable benefits, or a nominal fee” under FLSA section 3(e)(4)(A)(i) as implemented by 29 C.F.R. § 553.106.

### **Tuition for Fire Academy and Fire School**

As mentioned above, the City pays tuition for these individuals to attend the Fire Academy to become certified firefighters. The City also pays tuition to cover the two-week refresher training course that is held every three years at a Fire School. As indicated in 29 C.F.R. § 553.106(c), “[i]ndividuals do not lose their status as volunteers because they are reimbursed for tuition . . . costs involved in their attending classes intended to teach them to perform efficiently the services they provide or will provide as volunteers.” After reviewing the information provided, we conclude that the payment of tuition to attend the Fire Academy and Fire School is an allowable payment for expenses as discussed in section 553.106(c).

### **Benefits**

As noted above, the City provides life insurance, a disability policy, and a monthly contribution of \$100 to the state-created retirement fund for volunteer drivers and firefighters. This state-created retirement fund is available for cities within the state that utilize volunteer firefighters.

As discussed in section 553.106(d),

[i]ndividuals do not lose their volunteer status if they are provided reasonable benefits by a public agency for whom they perform volunteer services. Benefits would be considered reasonable, for example, when they involve inclusion of individual volunteers in group insurance plans (such as . . . life [or] disability . . .) or pension plans . . . commonly or traditionally provided to volunteers of State and local government agencies.

Based on a review of the information provided, we conclude that the City’s provision of the benefits described above is reasonable and consistent with volunteer status under section 553.106(d).

### **Stipends**

The City reimburses volunteer firefighters \$550 for income lost from regular employment for taking time off to attend the two-week refresher training course at a Fire School. As you have explained the facts, the purpose of this payment is specifically to compensate the firefighters for their lost days of paid work. Thus, the payment would appear to fail the threshold issue of volunteerism because the firefighters would be receiving compensation for their services rendered. *See* 29 U.S.C. § 203(e)(4)(A); 29 C.F.R. § 553.101(a) (A volunteer must perform “hours of service for a public agency for civic, charitable, or humanitarian reasons, without promise, expectation, or receipt of compensation for services rendered.”). Accordingly, this payment as described would likely create an employment relationship under the FLSA. In the event, however, the proposed payment could be characterized as a reasonable reimbursement for transportation, meal expenses, or other costs incurred by the volunteer, or a combination of expense reimbursement and a nominal fee (as discussed more fully below), the payment would be allowable, assuming it approximates the costs incurred and meets the requirements for a nominal fee. *See* 29 C.F.R. § 553.106(c) (noting that among others, transportation and meal costs can be reimbursed) and § 553.106(e) (allowing a nominal fee for volunteers).

The City also provides volunteer drivers a stipend of \$150 per 12-hour shift. The driver position requires the volunteer to remain at the station and to drive the fire engine to the scene of all calls that come in during the shift. Moreover, the City provides volunteer firefighters a stipend of \$19.72 per call. The per call stipend is intended to cover the volunteers’ costs of gasoline, wear and tear on their personal vehicles, meals while at the station, and uniform cleaning and laundering.

As noted above, the regulations allow volunteers to be paid “expenses, reasonable benefits, a nominal fee, or any combination thereof, for their service without losing their status as volunteers.” 29 C.F.R. § 553.106(a). With regard to expenses, the regulations recognize that an individual “does not become an employee because he or she receives a uniform allowance, or reimbursement for reasonable cleaning expenses or for wear and tear on personal clothing worn while performing hours of volunteer service.” 29 C.F.R. § 553.106(b). Similarly, an individual may be “reimbursed for the approximate out-of-pocket expenses incurred incidental to providing volunteer services, for example, payment for the cost of meals and transportation expenses.” *Id.*

Although the statute and the implementing regulations do not define what constitutes a “nominal fee,” the regulations provide guidance for determining whether a fee is nominal and permissible. If a fee is not nominal, then the individual does not qualify as a volunteer and is considered an employee who may be covered by the FLSA minimum wage and overtime provisions. The factors to examine in determining whether an amount is nominal include without limitation: (1) the distance traveled and the time or effort required of a volunteer; (2) the availability, limited or unlimited, of a volunteer to provide services; and (3) the basis, as needed or throughout the year, on which a volunteer agrees to perform services. *See* 29 C.F.R. § 553.106(e). These factors focus on whether the fee is akin to a payment for services. Thus, to the extent that payments are tied to productivity (*e.g.*, payment of hourly wages for services rendered), are similar to “piece rates,” or are comparable to “production bonuses,” there is a greater likelihood that such fees are not nominal. As noted in the preamble to the 1987 amendments to 29 C.F.R. Part 553, however, almost 30 percent of all volunteer firefighters were paid

a small fee for each fire call to which they respond, and the rule was not intended to invalidate such payments. See 52 Fed. Reg. 2012, 2021 (Jan. 16, 1987) (copy enclosed). Moreover, consistent with the discussion of factors to be considered (*e.g.*, distance traveled, time and effort expended, around-the-clock versus limited availability, throughout the year versus upon request), payment per call or other similar bases may be acceptable as long as they may fairly be characterized as tied to the volunteer's sacrifice rather than productivity-based compensation. Accordingly, nothing in the statutory language precludes the payment of nominal per-call or even per-shift fees to volunteer firefighters, and indeed section 553.106(e) specifically provides that a nominal fee can be paid on a "per call" or similar basis for volunteer firefighters.

Wage and Hour Opinion Letter [FLSA2005-51](#) contains a discussion of what constitutes a nominal fee for determining an individual's volunteer status. That opinion letter discusses the "economic realities" test in the context of school systems and those volunteering by assisting with activities, such as coaching sports or sponsoring various clubs. Specifically, that letter states that when a public agency employee volunteers as a coach or extracurricular advisor, the Department will presume the fee paid is nominal as long as it does not exceed 20 percent of what the public agency would otherwise pay to hire a full-time coach or advisor for the same services. This 20 percent rule is derived from the FLSA and its implementing regulations. See Wage and Hour Opinion Letter FLSA2005-51 (The FLSA uses a 20 percent test to assess whether something is insubstantial with regard to prohibited driving on public roadways by employees who are 17 years of age.). A willingness to volunteer for 20 percent of the prevailing wage for the job is also a likely indication of the spirit of volunteerism contemplated by the 1985 amendments to the FLSA. This interpretation of "nominal fee" applies equally in the context of firefighters. See Wage and Hour Opinion Letter FLSA2006-28 (Aug. 7, 2006).

With regard to your specific situation, the Department is unable to answer whether stipends of \$150 per 12-hour shift for drivers and \$19.72 per call for firefighters can be considered nominal due to the limited information provided concerning what the City would otherwise pay to hire a full-time driver or firefighter for the same services and what the individual's out-of-pocket expenses are. However, the market information necessary to complete this good faith determination is generally within the City's knowledge and control. Thus, any driver or firefighter the City has on its payroll would be a good benchmark for this calculation. Absent such information, the City may look to information from neighboring jurisdictions, the state, or, ultimately, the nation, including data from the Department of Labor's Bureau of Labor Statistics. So long as the City's calculations are based on an approximation of the prevailing wages of a driver or firefighter within its area and the fee amount does not exceed 20 percent of that driver or firefighter's wages for the same services, the Department would find that such a fee would be nominal within the meaning of 29 C.F.R. § 553.106. Moreover, in evaluating whether a fee is nominal, the City should consider that, in addition to paying a nominal fee, as noted above the City may reimburse an individual for the approximate out-of-pocket expenses incurred.

This opinion is based exclusively on the facts and circumstances described in your request and is given based on your representation, express or implied, that you have provided a full and fair description of all the facts and circumstances that would be pertinent to our consideration of the question presented. Existence of any other factual or historical background not contained in your letter might require a conclusion different from the one expressed herein. You have represented that this opinion is not sought by a party to pending private litigation concerning the issues addressed herein. You have also represented that this opinion is not sought in connection with an investigation or litigation between a client or firm and the Wage and Hour Division or the Department of Labor.

We trust that this letter is responsive to your inquiry.

Sincerely,

Barbara R. Relford

Fair Labor Standards Team

Office of Enforcement Policy

Enclosure:

**\* Note: The actual name(s) was removed to preserve privacy in accordance with 5 U.S.C. § 552(b)(7).**

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<sup>1</sup> Unless otherwise noted, any statutes, regulations, opinion letters, or other interpretive material cited in this letter can be found at [www.wagehour.dol.gov](http://www.wagehour.dol.gov).



# KASSON FIRE DEPARTMENT

FIRE - RESCUE - EMS - 101 E. MAIN STREET - KASSON, MN 55944

02/09/2018  
0900 HRS

Kasson Fire Department  
101 E Main St  
Kasson, MN 55944

Subject: Staffing reinstatement ( Probationary Firefighter )

Staff: Juan Menchaca

City of Kasson  
401 5<sup>th</sup> ST SE  
Kasson, MN 55944  
Attn: City Administrator & Mayor

Ms. Coleman ( Theresa ) & Mr. McKern ( Chris )

As Fire Chief of the Kasson Fire Dept it is my duty and charge to establish and maintain a volunteer / paid-on-call workforce of well educated, proficient, and engaged individuals, so-as-to enable timely response to “calls for assistance” within the City of Kasson, our Fire District, and our surrounding communities.

As you may recall one of our probationary staff member – Mr. Menchaca ( Juan ), had to step away from Kasson Fire Department for a period of time – do to challenges associated in securing MN firefighter certifications.

Recently Mr. Menchaca (Juan), engaged me as to the possibility of re-joining the team. In the time he has been away from Kasson Fire Department, he has of his own accord, time, and at personal financial expense successfully secured MN credentialing of Firefighter I & II.

I am quite pleased with the personal efforts of Mr. Menchaca (Juan) and of the opinion that with his certifications in place, he would most certainly pick-up where he left off – being a strong team player and valued asset of Kasson Fire Department and the community we serve – if given the opportunity to do so.

Additionally I would offer feedback from the Officers of Kasson Fire Department. When asked to offer comment on Mr. Menchaca (Juan) and the matter of proposed reinstatement as a probationary firefighter – they shared the following.

- Pride while knowing the limits of your abilities, dedication, perseverance, coping with adversity, and the willingness to put yourself in harm’s way in the service of others. These are personal characteristics which I hold is the highest esteem. These characteristics have been demonstrated by Juan.
- I’m confident that bringing Juan back to the fire department - he will be an asset.
- Juan has much to offer to our Department and Community, and can be a role model for those within our community.
- In some sense he has more desire to be a Fire Fighter than individuals that are on the department right now.

*The mission of Kasson Fire Department is to provide life safety and hazard response to the citizens and visitors of the community we serve, in a safe, professional and ethical manner. Our focus will be to actively engage in prevention, public education, risk management, emergency response, code enforcement, fire investigation and professional development.*





# KASSON FIRE DEPARTMENT

FIRE - RESCUE - EMS - 101 E. MAIN STREET - KASSON, MN 55944

Based on the above provided information - I am respectfully asking the Kasson City Council to reinstate Mr. Juan Menchaca, as a probationary firefighter with Kasson Fire Department.

*(( Note - Mr. Menchaca (Juan) to serve a probation period unit JAN 2019, assessment that that time as to his future status ))*

Should you have any questions – please feel free to contact me @ 507-421-0040

Respectfully

Joe Fitch - Fire Chief

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# Security Vulnerability & Emergency Response Plan Self- Assessment for Small Water Systems

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*Produced by Minnesota Rural Water Association in  
conjunction with National Rural Water Association*



## A Note about Security for this Document



This document contains sensitive information about the security of your water system. Therefore, it should be treated as **Confidential Information** and should be stored in a secure place at your water system. A duplicate copy should also be stored in a secure off-site location.

## Acknowledgements

This document is the result of collaboration among the Association of Drinking Water Administrators (ASDWA), the U.S. Environmental Agency (U.S. EPA), the U.S. EPA Drinking Water Academy, and the National Rural Water Association (NRWA). We also thank NRWA for the template that was used as the foundation for this project.

# Security Vulnerability & Emergency Response Plan Self-Assessment Guide for Small Water Systems

## *Introduction*

Water systems are critical to every community. Protection of public water systems must be a high priority for local officials and water system owners and operators to ensure an uninterrupted water supply, which is essential for the protection of public health (safe drinking water and sanitation) and safety (fire fighting).

Adequate security measures will help prevent loss of service through terrorist acts, vandalism, or pranks. If your system is prepared, such actions may even be prevented. The appropriate level of security is best determined by the water system at the local level.

This Security Vulnerability Self-Assessment Guide is designed to help small water systems determine possible vulnerable components and identify security measures that should be considered. A "vulnerability assessment" is the identification of weaknesses in water system security, focusing on defined threats that could compromise its ability to provide adequate potable water, and/or water for firefighting. This document is designed particularly for systems that serve population of 3,300 or less. This document is meant to encourage smaller systems to review their system vulnerabilities, but it may not take the place of a comprehensive review by security experts.

The Self-Assessment Guide has a simple design. Answers to assessment questions are "yes" or "no", and there is space to identify needed actions and actions you have taken to improve security. For any "no" answer, refer to the "comment" column and/or contact the Minnesota Rural Water Association.

## *How to use this Self-Assessment Guide*

This document is designed for use by water system personnel. Physical facilities pose a high degree of exposure to any security threat. This self-assessment should be conducted on all components of your system (wellhead or surface water intake, treatment plant, storage tank(s), pumps, distribution system, and other important components of your system).

The Assessment includes an emergency contact list for your use. This list will help you identify who you need to contact in the event of an emergency or threat and will help you develop communication and outreach procedures. Filling out the Emergency Contact List is an important step toward developing an Emergency Response Plan, which provides detailed procedures on how to respond to an emergency.

Security is everyone's responsibility. We hope this document helps you to increase the awareness of all your employees, governing officials and customers about security issues.

Once you have completed this document, review the actions you need to take to improve your system's security. Make sure to prioritize your actions based on the most likely threats.

## *Keep this Document*

This is a working document. Its purpose is to start your process of security vulnerability assessment and security enhancements. Security is not an end point, but a goal that can be achieved only through continued efforts to assess and upgrade your system.

Don't forget that this is a sensitive document. It should be stored separately in a secure place at your water system. A duplicate copy should also be retained at a secure off-site location.

Access to this document should be limited to key water system personnel and local officials as well as the Minnesota Department of Health and others on a need-to-know basis.

# System & Emergency Contact List

We urge all public water systems to adopt an emergency response plan (ERP). Emergency plans are action steps to follow if a primary source of drinking water becomes contaminated or if the flow of water is disrupted.

This sample document is an "Emergency Contact List". It is an essential part of your ERP. It contains the names and telephone numbers of people you might need to call in the event of an emergency. This is a critical document to have at your disposal at all time. It gives you a quick reference to all names and telephone numbers that you need for support in the case of an emergency.

Filling out this Emergency Contact List reminds you to think about all of the people you might need to contact in an emergency. It also may encourage you to talk with these people about what you and they would do if an emergency were to occur.

## Section 1. System Identification

Public Water System (PWS) ID Number		
System Name		
System Type		
Town/City		
Telephone Numbers System Phone Numbers		
Other Contact Information System Fax & Email		
Population Served and Number of Service Connections		
System Owner (The owner must be listed as a person's name)		
Name, title, and telephone number of person responsible for maintaining this emergency contact list		

Date Revised \_\_\_\_\_

## Section 2: Notification/Contact Information – Local/State/Federal Notification List

<i>ORGANIZATION</i>	<i>CONTACT NAME/TITLE</i>	<i>TELEPHONE</i>	<i>EMAIL</i>
Emergency Event	911	911	n/a
Chemical or Environmental Release: MN State Duty Officer	MN State Duty Officer	800-422-0798	n/a
Hazardous Chemical Release Only: National Response Center	National Response Center	800-424-8802	n/a
MN State Duty Officer	MN State Duty Officer	800-422-0798	n/a
MDH District Engineer			
MNWarn (if member)			
Fire Department			
Police Department			
Sheriff Department			
Local Hospital			
County Emergency Manager			
Local Pharmacy			
Local Nursing Homes			
Local Assisted Livings			
Local Schools			
Local Authorized Representative			
Water System Operator			
Neighboring Water System			
Neighboring Water System			
Minnesota Rural Water Association			
Other			

## Service/Repair Notification List

<i>ORGANIZATION</i>	<i>CONTACT NAME/TITLE</i>	<i>TELEPHONE</i>	<i>EMAIL</i>
Electrician			
Electrician Utility Company			
Gas Utility Company			
Sewer Utility Company			
Telephone Utility Company			
Plumber			
Pump Specialist			
Gopher State 1 Call- 811			
Soil Excavator/Backhoe Operator			
Equipment Rental (Power Generators			
Equipment Rental (Chlorinators)			
Equipment Rental (Portable Fencing)			
Radio/Telemetry Repair Service			
Bottled Water Source			
Bulk Water Hauler			
Pump Supplier			
Well Drillers			
Pipe Supplier			
Chemical Supplier			
Local/Regional Analytical Laboratory			

### *Notification List*

<i>ORGANIZATION</i>	<i>CONTACT NAME/TITLE</i>	<i>TELEPHONE</i>	<i>EMAIL</i>
FBI Field Office			
Region 5 EPA			
MN State Duty Officer	MN State Duty Officer	800-422-0798	n/a
Hazmat Team			

### *Media Notification List*

<i>ORGANIZATION</i>	<i>CONTACT NAME/TITLE</i>	<i>TELEPHONE</i>	<i>EMAIL</i>
Designated Water System Spokesperson			
Newspaper – Local			
Newspaper – Regional/State			
Radio			
Television			
Other			
Other			
Other			



## ***Section 3: Communication and Outreach***

### ***Communication***

Communications during an emergency pose some special problems. A standard response might be to call “911” for local fire and police departments. But what if your emergency had disrupted telephone lines and over-loaded cell phone lines? Talk with the Minnesota Department of Health about local emergency preparedness and solutions to these problems. Increasingly, state emergency agencies are establishing secure lines of communication with limited access. Learn how you can access those lines of communication if all others fail.

### ***Outreach***

If there is an incident of contamination in your water supply, you will need to notify the public and make public health recommendations (e.g., boil water or use bottled water). To do this, you need a plan.

- How will you reach all customer in the first 24 hours of an emergency?
- Appoint a media spokesperson-a single person in your water system who will be authorized to make all public statements to the media.
- Make arrangements for contacting institutions with large numbers of people, some of whom may be immune-compromised:
  - Nursing homes
  - Hospitals
  - Schools
  - Prisons

## *Inventory of Small Water System Critical Components*

Component	Number & Location (if applicable)	Description
<b>Source Water Type</b>		
Ground Water		
Surface Water		
Purchased		
<b>Treatment Plant</b>		
Buildings		
Pumps		
Treatment Equipment (e.g., basin, clearwell, filter)		
Process Controls		
Treatment Chemicals and Storage		
Laboratory Chemicals and Storage		
<b>Storage</b>		
Storage Tanks		
Pressure Tanks		
<b>Power</b>		
Primary Power		
Auxiliary Power		
<b>Distribution System</b>		
Pumps		
Pipe size		
Valves, tower, well		
Appurtenances (e.g., flush hydrants, backflow preventers, meter)		
Other Vulnerable Points		
<b>Offices</b>		
Buildings		
Computers		
Files		
Transportation/Work Vehicles		
<b>Communications</b>		
Telephone		
Cell Phone		
Radio		
Computer Control System (SCADA)		
Other		

## Security Vulnerability Self-Assessment for Small Water Systems

### General Questions for the Entire Water System

The first 13 questions in this vulnerability self-assessment are general questions designed to apply to all components of your system (wellhead or surface water intake, treatment plant, storage tank(s), pumps, distribution system, and offices). These are followed by more specific questions that look at individual system components in greater detail.

Question	Answer	Comment	Risk Assess/Action Taken
1. Do you have a written emergency response plan (ERP)?	Yes <input type="checkbox"/> No <input type="checkbox"/>	<p>It is essential that you have an ERP. As a first step in developing your ERP, you should develop you Emergency Contact List (see Attachment 2).</p> <p>A plan is vital in case there is an incident that requires immediate response. Your plan should be reviewed at least annually (or more frequently if necessary) to ensure it is up-to-date and addresses security emergencies.</p> <p>You should designate someone to be contacted in case of emergency regardless of the day of the week or time of day. This contact information should be kept up-to-date and made available to all water system personnel and local officials (if applicable).</p> <p>Share this ERP with police, emergency personnel, and the Minnesota Department of Health. Posting contact information is a good idea only if authorized personnel are the only ones seeing the information. These signs could pose a security risk if posted for public viewing since it gives people information that could be used against the system.</p>	High <input type="checkbox"/> Medium <input type="checkbox"/> Low <input type="checkbox"/>
2. Is access to the critical components of the water system (i.e., a part of the physical infrastructure of the system that is essential for water flow and/or water quality) restricted to authorized personnel only?	Yes <input type="checkbox"/> No <input type="checkbox"/>	<p>You should restrict or limit access to the critical components of your water system to authorized personnel only. This is the first step in security enhancement for your water system. Consider the following:</p> <ul style="list-style-type: none"> <li>♦ Issue water system photo identification cards for employees, and require them to be displayed within the restricted area at all times.</li> <li>♦ Post signs restricting entry to authorized personnel and ensure that assigned staffs escort people without proper ID.</li> </ul>	High <input type="checkbox"/> Medium <input type="checkbox"/> Low <input type="checkbox"/>

<b>Question</b>	<b>Answer</b>	<b>Comment</b>	<b>Risk Assess/Action Taken</b>
3. Are facilities fenced, including well houses and pump pits, and are gates locked where appropriate?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Ideally, all facilities should have a security fence around the perimeter. The fence perimeter should be walked periodically to check for breaches and maintenance needs. All gates should be locked with chains and a tamper-proof padlock that at a minimum protects the shank. Other barriers such as concrete "jersey" barriers should be considered to guard certain critical components from accidental or intentional vehicle intrusion.	High <input type="checkbox"/> Medium <input type="checkbox"/> Low <input type="checkbox"/>
4. Are your doors, windows, and other points of entry such as tank and roof hatches and vents kept closed and locked?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Lock all building doors and windows, hatches and vents, gates, and other points of entry to prevent access by unauthorized personnel. Check locks regularly. Dead bolt locks and lock guards provide a high level of security for the cost. A daily check of critical system components enhances security and ensures that an unauthorized entry has not taken place. Doors and hinges to critical facilities should be constructed of heavy-duty reinforced material. Hinges on all outside doors should be located on the inside. To limit access to water systems, all windows should be locked and reinforced with wire mesh or iron bars, and bolted on the inside. Systems should ensure that this type of security meets with the requirements of any fire codes. Alarms can also be installed on windows, doors, and other points of entry.	High <input type="checkbox"/> Medium <input type="checkbox"/> Low <input type="checkbox"/>
5. Is there external lighting around the critical components of your water system?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Adequate lighting of the exterior of water systems' critical components is a good deterrent to unauthorized access and may result in the detection or deterrence of trespassers. Motion detectors that activate switches that turn lights on or trigger alarms also enhance security.	High <input type="checkbox"/> Medium <input type="checkbox"/> Low <input type="checkbox"/>
6. Are warning signs (tampering, unauthorized access, etc.) posted on all critical components of your water system? (For example, well houses and storage tanks.)	Yes <input type="checkbox"/> No <input type="checkbox"/>	Warn signs are an effective means to deter unauthorized access. "Warning-Tampering with this facility is a federal offense" should be posted on all water facilities. These are available from Minnesota Rural Water Association. "Authorized Personnel Only" "Unauthorized Access Prohibited" and "Employees Only" are examples of other signs that may be useful.	High <input type="checkbox"/> Medium <input type="checkbox"/> Low <input type="checkbox"/>
7. Do you patrol and inspect your source intake, buildings, storage tanks, equipment, and other critical components?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Frequent and random patrolling of the water system by utility staff may discourage potential tampering. It may also help identify problems that may have arisen since the previous patrol. Consider asking you local law enforcement agencies to conduct patrols of your water system. Advise them of your critical components and explain why they are important.	High <input type="checkbox"/> Medium <input type="checkbox"/> Low <input type="checkbox"/>

<b>Question</b>	<b>Answer</b>	<b>Comment</b>	<b>Risk Assess/Action Taken</b>
8. Is the area around the critical components of your water system free of objects that may be used for breaking and entering?	Yes <input type="checkbox"/> No <input type="checkbox"/>	When assessing the area around your water system's critical components, look for objects that could be used to gain entry (e.g., large rocks, cement blocks, pieces of wood, ladders, valve keys, and other tools.)	High <input type="checkbox"/> Medium <input type="checkbox"/> Low <input type="checkbox"/>
9. Are the entry points to your water system easily seen?	Yes <input type="checkbox"/> No <input type="checkbox"/>	You should clear fence lines of all vegetation. Overhanging or nearby trees may also provide easy access. Avoid landscaping that will permit trespassers to hide or conduct unnoticed suspicious activities. Trim trees and shrubs to enhance the visibility of your water system's critical components. If possible, park vehicles and equipment in places where they do not block the view of your water system's critical components.	High <input type="checkbox"/> Medium <input type="checkbox"/> Low <input type="checkbox"/>
10. Do you have an alarm system that will detect unauthorized entry or attempted entry at critical components?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Consider installing an alarm system that notifies the proper authorities or your water system's designated contact for emergencies when there has been a breach of security. Inexpensive systems are available. An alarm system should be considered whenever possible for tanks, pump houses, and treatment facilities. You should also have an audible alarm at the site as a deterrent and to notify neighbors of a potential threat.	High <input type="checkbox"/> Medium <input type="checkbox"/> Low <input type="checkbox"/>
11. Do you have a key control and accountability policy?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Keep a record of locks and associated keys, and to whom the keys have been assigned. This record will facilitate lock replacement and key management (e.g., after employee turnover or loss of keys). Vehicle and building keys should be kept in a lockbox when not in use. You should have all keys stamped (engraved) "DO NOT DUPLICATE."	High <input type="checkbox"/> Medium <input type="checkbox"/> Low <input type="checkbox"/>
12. Are entry codes and keys limited to water system personnel only?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Suppliers and personnel from co-located organizations (e.g., organizations using your facility for telecommunications) should be denied access to codes and/or keys. Codes should be changed frequently if possible. Entry into any building should always be under the direct control of water system personnel.	High <input type="checkbox"/> Medium <input type="checkbox"/> Low <input type="checkbox"/>

## Water Sources

In addition to the above general checklist for your entire water system (question 1-12), you should give special attention to the following issues presented in the separate tables related to various water system components. Your water sources (surface water intakes or wells) should be secured. Surface water supplies present the greatest challenge. Typically they encompass large land areas.

Question	Answer	Comment	Risk Assess/Action Taken
13. Are your wellheads sealed properly?	Yes <input type="checkbox"/> No <input type="checkbox"/>	A properly sealed wellhead decreases the opportunity for the introduction of contaminants. If you are not sure whether your wellhead is properly sealed, contact your well drilling/maintenance company, Minnesota Department of Health or Minnesota Rural Water Association.	High <input type="checkbox"/> Medium <input type="checkbox"/> Low <input type="checkbox"/>
14. Are well vents and caps screened and securely attached?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Properly installed vents and caps can help prevent the introduction of a contaminant into the water supply. Ensure that vents and caps serve their purpose and cannot be easily breached or removed.	High <input type="checkbox"/> Medium <input type="checkbox"/> Low <input type="checkbox"/>
15. Is your surface water source secured with fences or gates? Do water system personnel visit the source?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Surface water supplies present the greatest challenge to secure. Often, they encompass large land areas. Where area cannot be secured, steps should be taken to initiate or increase patrols by water utility personnel and law enforcement agents.	High <input type="checkbox"/> Medium <input type="checkbox"/> Low <input type="checkbox"/>

## Treatment Plant and Suppliers

Some small systems provide easy access to their water system for suppliers of equipment, chemicals and other materials for the convenience of both parties. This practice should be discontinued.

Question	Answer	Comment	Risk Assess/Action Taken
16. Are deliveries of chemicals and other supplies made in the presence of water system personnel?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Establish a policy that an authorized person, designated by the water system, must accompany all deliveries. Verify the credentials of all drivers. This prevents unauthorized personnel from having access to the water system.	High <input type="checkbox"/> Medium <input type="checkbox"/> Low <input type="checkbox"/>
17. Have you discussed with your supplier(s) procedures to ensure the security of their products?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Verify that your supplier take precautions to ensure that their products are not contaminated. Chain of custody procedures for delivery of chemicals should be reviewed. You should inspect chemicals and other supplies at the time of delivery to verify they are sealed and in unopened containers. Match all delivered goods with purchase orders to ensure that they were, in fact, ordered by your water system. You should keep a log or journal of deliveries. It should include the driver's name (taken from the driver's photo I.D.), date, time, material delivered, and the supplier's name.	High <input type="checkbox"/> Medium <input type="checkbox"/> Low <input type="checkbox"/>

<b>Question</b>	<b>Answer</b>	<b>Comment</b>	<b>Risk Assess/Action Taken</b>
18. Are chemicals, particularly those that are potentially hazardous or flammable, properly stored in a secure area?	Yes <input type="checkbox"/> No <input type="checkbox"/>	<p>All chemicals should be stored in an area designated for their storage only, and the area should be secure and access to the area restricted. Access to chemical storage should be available only to authorized employees.</p> <p>You should have tools and equipment on site (such as a fire extinguisher, dry sweep, etc.) to take immediate actions when responding to an emergency.</p>	High <input type="checkbox"/> Medium <input type="checkbox"/> Low <input type="checkbox"/>
19. Are your facility operations specialists trained in the event of a hazardous chemical release?	Yes <input type="checkbox"/> No <input type="checkbox"/>	<p>If you have a chemical release you are required to dial 911 within 15 minutes of event. A critical piece of pre-planning for any water system emergency is having a complete list of emergency contact notifications readily available to you. Notifications that are required at the onset of an accidental chlorine release fall within that category. Three immediate emergency notification calls must then be made. The first call is made at the local level of government (Emergency 911), which alerts local emergency responders. The second notification call occurs at the state level of government. This is the call you will make to the Minnesota State Duty Officer (800-422-0798). The duty officer will share information you have provided among state agencies having emergency response roles through both phone calls and email transmissions. This is the notification call you will make to the National Response Center (1-800-424-8802). This notification is equally critical because a hazardous chemical release may bear impacts with federal considerations (state and national borders, an immediate need for deployment of federal resources, etc.).</p> <p>If you have had a chlorine leak and are absolutely certain that the amount released is less than the RQ, you are still required to make a single call to the Minnesota State Duty Officer to satisfy Minnesota Statute 115.061 (Duty to Notify). But if you're not sure of the amount released, you need to go ahead and make all three calls. Remember: if in doubt, report. The time frame that would be considered allowable and prompt is 15 minutes. All three notification calls should be completed consecutively, one following another.</p> <p>See Attachment 3 "Accidental Chlorine Release Emergency Notifications" for more details.</p>	High <input type="checkbox"/> Medium <input type="checkbox"/> Low <input type="checkbox"/>
20. Do you monitor raw and treated water so that you can detect changes in water quality?	Yes <input type="checkbox"/> No <input type="checkbox"/>	<p>Monitoring of raw and treated water can establish a baseline that may allow you to know if there has been a contamination incident.</p> <p>Some parameters for raw water include pH, turbidity, total and fecal coliform, total organic carbon, specific conductivity, ultraviolet</p>	High <input type="checkbox"/> Medium <input type="checkbox"/> Low <input type="checkbox"/>

		<p>absorption, color, and odor.</p> <p>Routine parameters for finished water and distribution systems include free and total chlorine residual, heterotrophic plate count (HPC), total and fecal coliform, pH, specific conductivity, color, taste, odor, and system pressure.</p> <p>Chlorine demand patterns can help you identify potential problems with your water. A sudden change in demand may be a good indicator of contamination in your system.</p> <p>For those systems that use chlorine, absence of chlorine residual may indicate possible contamination. Chlorine residuals provide protection against bacterial and viral contamination that may enter the water supply.</p>	
21. Are tank ladders, access hatches, and entry points secured?	Yes <input type="checkbox"/> No <input type="checkbox"/>	<p>The use of tamper-proof padlocks at entry points (hatches, vents, and ladder enclosures) will reduce the potential for unauthorized entry.</p> <p>If you have towers, consider putting physical barriers on the legs to prevent unauthorized climbing.</p>	High <input type="checkbox"/> Medium <input type="checkbox"/> Low <input type="checkbox"/>
22. Are vents and overflow pipes properly protected with screens and/or grates?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Air vents and overflow pipes are direct conduits to the finished water in storage facilities. Secure all vents and overflow pipes with heavy-duty screens and/or grates.	High <input type="checkbox"/> Medium <input type="checkbox"/> Low <input type="checkbox"/>
23. Can you isolate the storage tank from the rest of the system?	Yes <input type="checkbox"/> No <input type="checkbox"/>	<p>A water system should be able to take its storage tank(s) out of operation or drain its storage tank(s) if there is a contamination problem or structural damage.</p> <p>Install shut-off or bypass valves to allow you to isolate the storage tank in the case of a contamination problem or structural damage.</p> <p>Consider installing a sampling tap on the storage tank outlet to test water in the tank for possible contamination.</p>	High <input type="checkbox"/> Medium <input type="checkbox"/> Low <input type="checkbox"/>

### **Distribution**

*Hydrants are highly visible and convenient entry points into the distribution system. Maintaining and monitoring positive pressure in your system is important to provide fire protection and prevent introduction of contaminants.*

<b>Question</b>	<b>Answer</b>	<b>Comment</b>	<b>Risk Assess/Action Taken</b>
24. Do you control the use of hydrants and valves?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Your water system should have a policy that regulates the authorized use of hydrants for purposes other than fire protection. Require authorization and backflow devices if a hydrant is used for any purpose other than firefighting.	High <input type="checkbox"/> Medium <input type="checkbox"/> Low <input type="checkbox"/>
25. Does your system monitor for, and maintain, positive pressure?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Positive pressure is essential for fire fighting and for preventing backsiphonage that may contaminate finished water in the distribution system. Refer to the Minnesota Department of Health for minimum drinking water pressure requirements.	High <input type="checkbox"/> Medium <input type="checkbox"/> Low <input type="checkbox"/>



<b>Question</b>	<b>Answer</b>	<b>Comment</b>	<b>Risk Assess/Action Taken</b>
26. Has your system implemented a backflow prevention program?	Yes <input type="checkbox"/> No <input type="checkbox"/>	In addition to maintaining pressure, backflow prevention programs provide an added margin of safety by helping to prevent the intentional introduction of contaminants. If you need information on backflow prevention programs, contact the Minnesota Rural Water Association.	High <input type="checkbox"/> Medium <input type="checkbox"/> Low <input type="checkbox"/>

<b>Personnel</b> <i>You should add security procedures to your personnel policies.</i>			
<b>Question</b>	<b>Answer</b>	<b>Comment</b>	<b>Risk Assess/Action Taken</b>
27. When hiring personnel, do you request that local police perform a criminal background check?	Yes <input type="checkbox"/> No <input type="checkbox"/>	It is good practice to have all job candidates fill out an employment application. You should verify professional references. Background checks conducted during the hiring process may prevent potential employee-related security issues. If you use contract personnel, check on the personnel practices of all providers to ensure that their hiring practices are consistent with good security practices.	High <input type="checkbox"/> Medium <input type="checkbox"/> Low <input type="checkbox"/>
28. Are your personnel issued photo-identification cards?	Yes <input type="checkbox"/> No <input type="checkbox"/>	For positive identification, all personnel should be issued water system photo-identification cards and be required to display them at all times. Photo identification will also facilitate identification of authorized water system personnel in the event of an emergency.	High <input type="checkbox"/> Medium <input type="checkbox"/> Low <input type="checkbox"/>
29. When terminating employment, do you require employees to turn in photo IDs, keys, access codes, and other security-related items?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Former or disgruntled employees have knowledge about the operation of your water system, and could have both the intent and physical capability to harm your system. Requiring employees who will no longer be working at your water system to turn in their IDs, keys, and access codes helps limit these types of security breaches.	High <input type="checkbox"/> Medium <input type="checkbox"/> Low <input type="checkbox"/>
<b>Question</b>	<b>Answer</b>	<b>Comment</b>	<b>Risk Assess/Action Taken</b>
30. Do you verify employment eligibility (as required by the Immigration and Naturalization Service, Form I-9)?	Yes <input type="checkbox"/> No <input type="checkbox"/>	<a href="https://www.uscis.gov/sites/default/files/files/form/i-9.pdf">https://www.uscis.gov/sites/default/files/files/form/i-9.pdf</a>	High <input type="checkbox"/> Medium <input type="checkbox"/> Low <input type="checkbox"/>
31. Do you use uniforms and vehicles with your water system name prominently displayed?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Requiring personnel to wear uniforms, and requiring that all vehicles prominently display the water system name, helps inform the public when water system staff is working on the system. Any observed activity by personnel without uniforms should be regarded as suspicious. The public should be encouraged to report suspicious activity to law enforcement authorities.	High <input type="checkbox"/> Medium <input type="checkbox"/> Low <input type="checkbox"/>

<b>Question</b>	<b>Answer</b>	<b>Comment</b>	<b>Risk Assess/Action Taken</b>
32. Have water system personnel been advised to report security vulnerability concerns and to report suspicious activity?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Your personnel should be trained and knowledgeable about security issues at your facility, what to look for, and how to report any suspicious events or activity. Periodic meetings of authorized personnel should be held to discuss security issues.	High <input type="checkbox"/> Medium <input type="checkbox"/> Low <input type="checkbox"/>
33. Do your personnel have a checklist to use for threats or suspicious calls or to report suspicious activity?	Yes <input type="checkbox"/> No <input type="checkbox"/>	To properly document suspicious or threatening phone calls or reports of suspicious activity, a simple checklist can be used to record and report all pertinent information. Calls should be reported immediately to appropriate law enforcement officials. Checklists should be available at every telephone. Sample checklists are included in Attachment 3. Also consider installing caller ID on your telephone system to keep a record of incoming calls.	High <input type="checkbox"/> Medium <input type="checkbox"/> Low <input type="checkbox"/>

### **Information storage/computers/controls/maps**

*Security of the system, including computerized controls like a Supervisory Control and Data Acquisition (SCADA) system, goes beyond the physical aspects of operation. It also includes records and critical information that could be used by someone planning to disrupt or contaminate your water system.*

<b>Question</b>	<b>Answer</b>	<b>Comment</b>	<b>Risk Assess/Action Taken</b>
34. Is computer access "password protected"? Is virus protection installed and software upgraded regularly and are your virus definitions updated at least daily? Do you have Internet firewall software installed on your computer? Do you have a plan to back up your computers?	Yes <input type="checkbox"/> No <input type="checkbox"/>	All computer access should be password protected. Passwords should be changed every 90 days and (as needed) following employee turnover. When possible, each individual should have a unique password that they do not share with others. If you have Internet access, a firewall protection program should be installed on your computer. Also consider contacting a virus protection company and subscribing to a virus update program to protect your records. Backing up computers regularly will help prevent the loss of data in the event that your computer is damaged or breaks. Backup copies of computer data should be made routinely and stored at a secure off-site location.	High <input type="checkbox"/> Medium <input type="checkbox"/> Low <input type="checkbox"/>

<b>Question</b>	<b>Answer</b>	<b>Comment</b>	<b>Risk Assess/Action</b>
35. Is there information of the Web that can be used to disrupt your system or contaminate your water?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Posting detailed information about your water system on a website may make the system more vulnerable to attack. Websites should be examined to determine whether they contain critical information that should be removed. You should do a web search (using a search engine such as Google, Yahoo!, or Lycos) using key words related to your water supply to find any published data on the web that is easily accessible by someone who may want to damage your water supply.	High <input type="checkbox"/> Medium <input type="checkbox"/> Low <input type="checkbox"/>
36. Are maps, records, and other information stored in a secure location?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Records, maps, and other information should be stored in a secure location when not in use. Access should be limited to authorized personnel only. You should make back-up copies of all data and sensitive documents. These should be stored in a secure off-site location on a regular basis.	High <input type="checkbox"/> Medium <input type="checkbox"/> Low <input type="checkbox"/>

### **Public Relations**

*You should educate your customer about your system. You should encourage them to be alert and to report any suspicious activity to law enforcement authorities.*

<b>Question</b>	<b>Answer</b>	<b>Comment</b>	<b>Risk Assess/Action</b>
37. Do you have a program to educate and encourage the public to be vigilant and report suspicious activity to assist in the security protection of your water system and neighborhood watch program?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Advise your customers and the public that your system has increased preventive security measures to protect the water supply from vandalism. Ask for their help. Provide customers with your telephone number and the telephone number of the local law enforcement authority so that they can report suspicious activities. The telephone number can be made available through direct mail, billing inserts, notices on community bulletin boards, flyers, and consumer confidence reports.	High <input type="checkbox"/> Medium <input type="checkbox"/> Low <input type="checkbox"/>
38. Does your water system have a procedure to deal with public information requests and to restrict distribution of sensitive information?	Yes <input type="checkbox"/> No <input type="checkbox"/>	You should have a procedure for personnel to follow when you receive an inquiry about the water system or its operation from the press, customers, or the general public. Your personnel should be advised not to speak to the media on behalf of the water system. Only that person should respond to media inquiries. You should establish a process for responding to inquiries from your customers and the general public.	High <input type="checkbox"/> Medium <input type="checkbox"/> Low <input type="checkbox"/>

<b>Question</b>	<b>Answer</b>	<b>Comment</b>	<b>Risk Assess/Action</b>
39. Do you have a procedure in place to receive notification of a suspected outbreak of a disease immediately after discovery?	Yes <input type="checkbox"/> No <input type="checkbox"/>	<p>As soon as possible after a disease outbreak, you should notify testing personnel and your laboratory of the incident. In outbreaks caused by microbial contaminants, it is critical to discover the type of contaminant and its method of transport (water, food, etc.). Active testing of your water supply will enable your laboratory, working in conjunction with public health officials, to determine if there are any unique (and possibly lethal) disease organisms in your water supply.</p> <p>It is critical to be able to get the word out to your customers as soon as possible after discovering a health hazard in your water supply. In addition to your responsibility to protect public health, you must also comply with the requirements of the Public Notification Rule. Some simple methods include announcements via radio or television, door-to-door notification, a phone tree, and posting notices in public places. The announcement should include accepted uses for the water and advice on where to obtain safe drinking water. Call large facilities that have large populations of people who might be particularly threatened by the outbreak: hospitals, nursing homes, the school district, jails, large public buildings, and large companies. Enlist the support of local emergency response personnel to assist in the effort.</p>	High <input type="checkbox"/> Medium <input type="checkbox"/> Low <input type="checkbox"/>
40. Do you have a procedure in place to respond immediately to a customer complaint about a new taste, odor, color, or other physical change (oily, filmy, burns on contact with skin)?	Yes <input type="checkbox"/> No <input type="checkbox"/>	It is critical to be able to respond to and quickly identify potential water quality problems reported by customers. Procedures should be developed in advance to investigate and identify the cause of problem, as well as to alert local health agencies, the Department of Health, and your local emergency planning committee if you discover a problem.	High <input type="checkbox"/> Medium <input type="checkbox"/> Low <input type="checkbox"/>

***Now that you have completed the “Security Vulnerability Self-Assessment Guide for Small Water Systems, “ review your needed actions and then prioritize them based on the most likely threats. A Table to assist you in prioritizing actions is provided in Attachment 1.***

## Attachment 1. Prioritization of Needed Actions

Once you have completed the "Security Vulnerability Self-Assessment Guide for Small Drinking Water Systems," review the actions you need to take to improve your system's security. Note the questions to which you answered "no" on this worksheet. You can use it to summarize the areas where your system has vulnerability concerns. It can also help you prioritize the actions you should take to protect your system from vulnerabilities. Make sure to prioritize your actions based on the most likely threats to your water system.

Question	Needed Action	Scheduled Complete

## VULNERABILITY ASSESSMENT & EMERGENCY RESPONSE PLAN CERTIFICATION

Public Water System ID Number: \_\_\_\_\_

System Name: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Authorized Person to Sign this Certification on behalf of the System (Printed):

\_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

I certify that the information in this vulnerability assessment has been completed to the best of my knowledge and that the appropriate parties have been notified of the assessment and recommended steps to be taken to enhance the security of the water system. Furthermore, a copy of the completed assessment will be retained at the public water system, in a secure location, for review as requested.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

## Attachment 2: Threat Identification Checklists

### *Water System Telephone Threat Identification Checklist (For Print)*

In the event your water system receives a threatening phone call, remain calm and try to keep the caller on the line. Use the following checklist to collect as much detail as possible about the nature of the threat and the description of the caller.

<b>1. Types of Tampering/Threat:</b>	
<input type="checkbox"/> Contamination	<input type="checkbox"/> Threat to tamper
<input type="checkbox"/> Biological	<input type="checkbox"/> Bombs, explosives, etc.
<input type="checkbox"/> Chemical	<input type="checkbox"/> Other (explain)
<b>2. Water System Identification</b>	
Name:	
Address:	
Telephone:	
PWS Owner or Manager's Name:	
<b>3. Alternate Water Source Available: Yes / No</b>	<b>If yes, give name and location:</b>
<b>4. Location of Tampering:</b>	
<input type="checkbox"/> Distribution Line	<input type="checkbox"/> Water Storage Facilities
<input type="checkbox"/> Treatment Chemicals	<input type="checkbox"/> Treatment Plant
<input type="checkbox"/> Other (explain):	<input type="checkbox"/> Raw Water Source
<b>5. Contaminant Source and Quantity:</b>	
<b>6. Date and Time of Tampering/Threat:</b>	
<b>7. Caller's Name/Alias, Address, and Telephone Number:</b>	

<b>9. Is the caller's voice (check all that apply):</b>	
<div style="display: flex; flex-wrap: wrap;"> <div style="width: 33%;"><input type="checkbox"/> Soft</div> <div style="width: 33%;"><input type="checkbox"/> Calm</div> <div style="width: 33%;"><input type="checkbox"/> Angry</div> <div style="width: 33%;"><input type="checkbox"/> Slow</div> <div style="width: 33%;"><input type="checkbox"/> Rapid</div> <div style="width: 33%;"><input type="checkbox"/> Slurred</div> <div style="width: 33%;"><input type="checkbox"/> Loud</div> <div style="width: 33%;"><input type="checkbox"/> Laughing</div> <div style="width: 33%;"><input type="checkbox"/> Crying</div> <div style="width: 33%;"><input type="checkbox"/> Normal</div> <div style="width: 33%;"><input type="checkbox"/> Deep</div> <div style="width: 33%;"><input type="checkbox"/> Nasal</div> <div style="width: 33%;"><input type="checkbox"/> Clear</div> <div style="width: 33%;"><input type="checkbox"/> Lisp</div> <div style="width: 33%;"><input type="checkbox"/> Stuttering</div> <div style="width: 33%;"><input type="checkbox"/> Old</div> <div style="width: 33%;"><input type="checkbox"/> High</div> <div style="width: 33%;"><input type="checkbox"/> Cracking</div> <div style="width: 33%;"><input type="checkbox"/> Excited</div> <div style="width: 33%;"><input type="checkbox"/> Young</div> <div style="width: 100%;"><input type="checkbox"/> Familiar (who did it sound like?)</div> <div style="width: 100%;"><input type="checkbox"/> Accented (which nationality or region?)</div> </div>	
<b>10. Is the connection clear? (Could it have been a wireless or cell phone?)</b>	
<b>11. Are there background noises?</b>	
<input type="checkbox"/> Street noises (what kind?)	
<input type="checkbox"/> Machinery (what type?)	
<input type="checkbox"/> Voices (describe)	
<input type="checkbox"/> Children (describe)	
<input type="checkbox"/> Animals (what kind?)	
<input type="checkbox"/> Computer Keyboard, Office	
<input type="checkbox"/> Motors (describe)	
<input type="checkbox"/> Music (what kind?)	
<input type="checkbox"/> Other	
<b>12. Call received by (name, address, and telephone number):</b>	
<div style="display: flex; justify-content: space-between; margin-top: 50px;"> <div>Date received:</div> <div>Time Received:</div> </div>	
<b>13. Call Reported to:</b>	<b>Date/Time:</b>
<b>14. Action(s) taken following receipt of the call:</b>	



## ***Water System Report of Suspicious Activity***

In the event personnel from your water system (or neighbors of your water system) observe suspicious activity, use the following checklist to collect as much detail about the nature of the activity.

### **1. Types of suspicious activity:**

- ☐ Breach of security systems (e.g., lock cut, door forced open)
- ☐ Unauthorized personnel on water system property
- ☐ Presence of personnel at the water system at unusual hours
- ☐ Changes in water quality noticed by customers (e.g., change in color, odor, taste) that were not planned or announced by the water system
- ☐ Other (explain)

### **2. Water System Identification:**

Name:

Address:

Telephone:

PWS Owner or Manager's Name:

### **3. Alternate water source available : Yes / No**

**If yes, give name and location:**

### **4. Location of Suspicious Activity:**

- ☐ Distribution Line    ☐ Water Storage Facilities    ☐ Treatment Plant    ☐ Raw Water Source    ☐ Treatment Chemical
- ☐ Other (Explain):

### **5. If breach of security, what was the nature of the breach?**

- ☐ Lock was cut or broken, permitting unauthorized entry. (Specify location)
- ☐ Lock was tampered with, but not sufficiently to allow unauthorized entry. (Specify location)
- ☐ Door, gate, window, or any other point of entry (vent, hatch, etc.) was open and unsecured. (Specify location)
- ☐ Other (Specify nature and location)

**6. Unauthorized personnel on site:**

Where were these people? (Specify location)

What made them suspicious?

- ☐ Not wearing water system uniforms
- ☐ Something else? (Specify)

What were they doing?

**7. Please describe these personal features (height, weight, hair color, clothes, facial hair, any distinguishing marks):**

**8. Call received by (name, address and telephone number):**

Date Received:

Time of call:

**9. Call reported to:**

**Date / Time:**

**10. Action(s) taken following receipt of call:**

### Attachment 3:

## Accidental Chlorine Release Emergency Notifications

**By Jon Groethe, Minnesota Department of Health**

A critical piece of pre-planning for any water system emergency is having a complete list of emergency contact notifications readily available to you. Certain emergency notifications must be made immediately, being governed by strength of statute or historic legislative policy. Notifications that are required at the onset of an accidental chlorine release fall within that category.

The purpose of this article is to share with you three important and basic notifications that must be made when you are facing a chlorine release at your water plant, as well as the time frame in which they are expected to be completed. This article is not meant to address operations or all post-incident communications that take place.

For chlorine, the reportable quantity (RQ) is defined by two federal statutes (Comprehensive Environmental Response, Compensation, and Liability Act of 1980 and Emergency Planning and Community Right-to-Know Act) as being a release of 10 pounds or greater occurring in a 24-hour time window.

If you believe you have exceeded this amount but are unsure of the exact amount that has been released, it is better to go ahead and make the necessary notifications and establish a firm quantity later. There are no penalties associated with over-reporting.

Three immediate emergency notification calls must then be made. The first call is made at the local level of government (Emergency 911), which alerts local emergency responders. The second notification call occurs at the state level of government. This is the call you will make to the Minnesota State Duty Officer (800-422-0798). The duty officer will share information you have provided among state agencies having emergency response roles through both phone calls and email transmissions. On-call personnel at various state and local agencies will coordinate a field response based on regional resources. The third call occurs at the federal level.

This is the notification call you will make to the National Response Center (1-800-424-8802). This notification is equally critical because a hazardous chemical release may bear impacts with federal considerations (state and national borders, an immediate need for deployment of federal resources, etc.).

If you have had a chlorine leak and are absolutely certain that the amount released is less than the RQ, you are still required to make a single call to the Minnesota State Duty Officer to satisfy Minnesota Statute 115.061 (Duty to Notify). But if you're not sure of the amount released, you need to go ahead and make all three calls. Remember: if in doubt, report.

What is the allowable time-frame in which all three notification calls need to be made? Superfund legislative history states that ordinarily “delays in making the required notifications should not exceed 15 minutes after the person in charge has knowledge of the release. Immediate notice requires shorter delays whenever practicable.” Therefore, the time frame that would be considered allowable and prompt is 15 minutes. All three notification calls should be completed consecutively, one following another. Although there may be competing priorities around you, making these notifications should be prioritized and accomplished.

An important note: The person in charge of the utility must always be the one directly making the emergency notification calls. This requirement is explicitly stated in the Federal Register, Part 302.69. Remember, as the person in charge, you cannot delegate notification calls to others. You must always personally notify, even when a notification call has previously been made by your local fire chief.

Within 30 days, an emergency release follow-up report must be submitted to Minnesota Department of Public Safety (DPS) Division of Homeland Security and Emergency Management. The Emergency Release Follow-up Report can be downloaded using a link located on the [DPS website https://dps.mn.gov/divisions/hsem/epcra/Pages/regulated-facilities.aspx](https://dps.mn.gov/divisions/hsem/epcra/Pages/regulated-facilities.aspx) under Resources.

The completed report should be emailed directly to [Steve Tomlyanovich \(steve.tomlyanovich@state.mn.us\)](mailto:steve.tomlyanovich@state.mn.us) at the Minnesota Department of Public Safety.

To boil all of this down, there are three calls the person in charge must make during an accidental chlorine release, and they correspond to the three levels of government—local, state and federal. Once you have knowledge that a reportable release has occurred, you then have a 15-minute window to make all three calls. Completion of these actions will go a long ways toward keeping your utility on course relative to prevailing emergency notification requirements.

### **Disclaimer**

This document contains information on how to plan for protection of the assets of your water system. The work necessarily addresses problems in a general nature. You should review local, state, and federal laws and regulations to see how they apply to your specific situation.

Knowledgeable professionals prepared this document using current information. The authors make no representation, expressed or implied that this information is suitable for a specific situation. The authors have no obligation to update this work or to make notification of any changes in statutes, regulations, information, or programs described in this document. Publication of this document does not replace the duty of water systems to warn and properly train their employees and others concerning health and safety risks and necessary precautions at their water systems.

**Water Supply Plan**  
**March 14, 2018**

**Overview**

All public water suppliers in Minnesota that operate a public water distribution system, serve more than 1,000 people and/or all cities in the seven-county metropolitan area, must have a water supply plan approved by the Department of Natural Resources (DNR).

Water supply plans are updated every ten years and the next updates will be due between 2016 and 2018.

Additionally, as required by State Statute, an ordinance has been prepared to address Non-Essential Water Usage Upon Critical Water Deficiency.

**CITY OF KASSON  
DODGE COUNTY  
STATE OF MINNESOTA**

**§53.030. NONESSENTIAL WATER USAGE UPON CRITICAL WATER DEFICIENCY**

(A) *Purpose.* This ordinance establishes water conservation restrictions; and the plan will be in effect at any time the governor declares by executive order a critical water deficiency, pursuant to Minnesota Statutes section 103G.291.

(B) *Application.*

(1) This ordinance applies to all customers of public water suppliers who own or control water use on any premises.

(2) No person shall make, cause, use, or permit the use of water received from a public water supply for residential, commercial, industrial, governmental, or any other purpose in any manner contrary to any provision in this ordinance.

(C) *Mandatory Emergency Water Conservation Measures.* Upon declaration of a critical water deficiency, the following mandatory restrictions upon nonessential water use shall be enforced:

(1) Outdoor irrigation of yards, gardens, golf courses, parklands, and other non-agricultural land, except for those areas irrigated with reclaimed water, is prohibited.

(2) Washing or spraying of sidewalks, driveways, parking areas, tennis courts, patios, or other paved areas with water from any pressurized source, including garden hoses, except to alleviate immediate health or safety hazards, is prohibited.

(3) The outdoor use of any water-based play apparatus connected to a pressurized source is prohibited.

(4) Restaurants and other food service establishments are prohibited from serving water to their customers, unless water is specifically requested by the customer.

(5) The filling of private swimming pools, fountains, spas, or other exterior water features is prohibited.

(6) The washing of automobiles, trucks, trailers, and other types of mobile equipment is prohibited, except at facilities equipped with wash water recirculation systems, and for vehicles requiring frequent washing to protect public health, safety, and welfare.

(D) *Violation.*

(1) Upon discovery of a first violation, the violator shall be issued, either personally or by mail, a warning letter that sets forth the violation and which shall describe the remedy and the penalty for future violations.

(2) Upon subsequent violations at the same location, the violator shall be issued, either personally or by mail, a citation that sets forth the violation and shall describe the remedy.

(E) *Enforcement.* The City Administrator or his/her designee is authorized to designate city employees or law enforcement personnel to enforce the provisions of this ordinance.

(F) *Severability.* If any provision of this ordinance or the application of any provision to a particular situation is held to be invalid by a court of competent jurisdiction, the remaining portions of the ordinance and the application of the ordinance to any other situation shall not be invalidated.

(G) *Penalty See 53.999*

(H) *Effective Date.* This ordinance becomes effective upon publication.

## **SUMMARY PUBLICATION**

**CITY OF KASSON ORDINANCE 53.030 NONESSENTIAL WATER USAGE UPON CRITICAL WATER DEFICIENCY.** Upon declaration of a critical water deficiency, *Mandatory Emergency Water Conservation Measures* upon nonessential water use shall be enforced.



**LEASE FOR 16 FIRST AVENUE NW, KASSON, MINNESOTA**

This Lease is made on \_\_\_\_\_ (date), between the City of Kasson, a municipal corporation organized under the laws of the State of Minnesota, having its principal office at 401 5<sup>th</sup> Street SE, City of Kasson, County of Dodge, State of Minnesota, herein referred to as Lessor, and \_\_\_\_\_ of the City of \_\_\_\_\_, County of \_\_\_\_\_, State of Minnesota, herein referred to as Lessee.

**RECITALS**

1. Lessor is the sole owner of the Premises described below, and desires to lease the Premises to a suitable Lessee for business purposes.

2. Lessee desires to lease the "Premises" for the purpose of conducting a business of \_\_\_\_\_.

3. The parties desire to enter a Lease Agreement defining their rights, duties, and liabilities relating to the premises.

In consideration of the mutual covenants contained herein, the parties agree as follows:

**SECTION ONE**  
**PREMISES AND PURPOSE**

Lessor hereby leases to the Lessee the following described property ("Premises") as illustrated by the attached Exhibit "A", located at 16 First Avenue NW, Kasson, Minnesota, namely:

\_\_\_\_\_

consisting of approximately \_\_\_\_\_ square feet of space for Lessee's use as follows:

\_\_\_\_\_

\_\_\_\_\_

## **SECTION TWO**

### **TERM**

The term of this Lease shall commence on \_\_\_\_\_, 20\_\_\_\_ ("Commencement Date") and terminate \_\_\_\_\_ months thereafter on \_\_\_\_\_, 20\_\_\_\_, unless sooner terminated as hereinafter provided.

## **SECTION THREE**

### **BASE RENT**

Lessee shall pay to Lessor as base rent the sum of \_\_\_\_\_ Dollars per annum, payable in twelve equal monthly installments of \_\_\_\_\_ Dollars each payable in advance on the first day of each month commencing \_\_\_\_\_, 20\_\_\_\_, without any set-offs or deductions and without any prior demand being required therefor.

## **SECTION FOUR**

### **ADDITIONAL RENT**

Lessee shall pay as additional rent all other sums due under this Lease.

A. Operating Expenses. Lessee shall pay as additional rent the operating expenses of Lessor for the Building. Lessor shall invoice Lessee monthly for Lessee's pro rata share of the operating expenses, which amount shall be paid by Lessee within ten (10) calendar days of the invoice date. Within six (6) months following the close of each calendar year, Lessor shall provide Lessee an accounting showing in reasonable detail the computations of additional rent due under this Section. In the event shows that the total of the monthly payments made by Lessee exceeds the amount of additional rent due by Lessee under this Section, Lessor shall apply the amount of such excess payments against future operating expenses. In the event the accounting shows that the total of the monthly payments made by Lessee is less than the amount of additional rent due by Lessee under this Section, the accounting shall be accompanied by an invoice for the additional rent, which additional rent shall be payable within ten (10) calendar days from the date thereof.

Operating expenses include all expenses incurred by the Lessor with respect to the maintenance and operation of the Building and land upon the described Exhibit "A", including but not limited to the following: maintenance, repair and replacement costs; electricity, fuel, water, sewer, gas, and other common building utility charges; equipment use for maintenance and operation of the Building; operational expenses; exterior window washing and janitorial services; trash and snow removal, landscaping and pest control; an administrative fee equal to five (5%) percent of Base Rent, as from time to time adjusted, for administrative expenses associated with the operation and maintenance of the Building ("Management Fees"); all services, supplies, repairs, replacements or other expenses for

maintaining and operating the Building or project including parking and common areas; improvements made to the Building which are required under any governmental law or regulation that was not applicable to the Building at the time it was constructed; installation of any device or other equipment which improves the operating efficiency of any system within the Premises and thereby reduces operating expenses; all other expenses would generally be regarded as operating, repair, replacement and maintenance expenses; all real property taxes and installments of special assessments, including dues and assessments by means of deed restrictions and/or owners' associations against the Building during the term of this Lease and legal fees incurred in connection with actions to reduce the same; and all insurance premiums Lessor is required to pay or deems necessary to pay, including fire and extended coverage, rent loss and public liability insurance, with respect to the Building. Expressly excluded from operating costs is any new construction expenditures of Lessor. Real estate taxes for any calendar year shall be deemed to be the taxes due and payable in the respective calendar year, even though the levy or assessment thereof may be for a different fiscal year, and shall include general real estate taxes, special assessments and any other taxes that may be imposed in lieu of or partially in lieu of general real estate taxes. Such costs as hereinbefore described shall be pro-rated for the first year and the last year of this Lease based upon the number of days during said year that Lessee has a right to occupy the demised Premises.

B. Increase in Insurance Premiums. If any increase in any insurance premiums paid by Lessor for the Building is caused by Lessee's use of the Premises, or if Lessee vacates the Premises and causes an increase in such premiums, then Lessee shall pay as additional rent the amount of such increase to Lessor.

C. Security Deposit. Lessee shall pay to Lessor the sum of \_\_\_\_\_ Dollars as a security deposit to be held by Lessor for the performance of Lessee's covenants and obligations under this Lease.

## SECTION FIVE

### AS IS

It is specifically understood and agreed that the lessee has inspected said Premises and is leasing said Premises "AS IS" without any responsibility of the lessor to make repairs or improvements.

## SECTION SIX

### RESTRICTIONS ON USE

Lessee shall not use the premises in any manner that will increase risks covered by insurance on the Premises and result in an increase in the rate of insurance or a cancellation of any insurance policy, even if such use may be in furtherance of Lessee's business purposes. Lessee shall not keep, use, or sell anything prohibited by any policy of fire insurance covering the Premises, and shall

comply with all requirements of the insurers applicable to the premises necessary to keep in force the fire and liability insurance.

#### **SECTION SEVEN**

##### **WASTE, NUISANCE, OR UNLAWFUL ACTIVITY**

Lessee shall not allow any waste or nuisance on the Premises, or use or allow the Premises to be used for any unlawful purpose.

#### **SECTION EIGHT**

##### **UTILITIES AND TAXES**

Lessee shall arrange and pay for all utilities furnished to the Premises for the term of this Lease, including electricity, gas, water, sewer, telephone service, real estate taxes and all other taxes, if any.

#### **SECTION NINE**

##### **REPAIRS AND MAINTENANCE**

Lessee shall, at his own expense, maintain in good condition and keep clean all portions of the leased Premises. In the event that any of the structures on the leased Premises are destroyed by cause other than Lessee's negligence, this lease, at Lessor's option, shall be terminated. Lessor shall not be required to rebuild, repair or replace any improvements or alterations. Title to all fixtures and improvements remain with Lessor.

#### **SECTION TEN**

##### **SIGNS**

No sign of any type or description shall be erected, placed or painted in or about the Premises or Building, which are visible from the exterior of the Premises, except those signs submitted to Lessor in writing and approved by Lessor in writing and which signs are in conformance with Lessor's sign criteria established for the Building. Lessor shall have the right to remove any nonconforming sign, and Lessee shall be liable for any and all expenses incurred by Lessor by said removal.

#### **SECTION ELEVEN**

##### **COMPLIANCE WITH LAWS, RULES AND REGULATIONS**

Lessee, at Lessee's sole cost and expense, shall comply with all laws, ordinances, orders, rules and regulations of state, federal, municipal or other agencies or bodies having jurisdiction over the use, condition or occupancy of the Premises. Lessee will comply with the reasonable rules and regulations of the Building adopted by Lessor. Lessor shall have the right at all times to change and amend the rules and regulations in any reasonable manner as may be deemed advisable for the safety, care, cleanliness, preservation of good order and operation or use of the Building or the Premises. All rules and regulations of the Building will be sent by Lessor to Lessee in writing within thirty (30) days prior notice to their effective date (except where the change is due to an emergency or public safety) and shall thereafter be carried out and observed by Lessee.

**SECTION TWELVE**  
**DELIVERY, ACCEPTANCE, AND SURRENDER OF PREMISES**

Lessor represents that the Premises are in fit condition for use by Lessee. Acceptance of the Premises by Lessee shall be construed as recognition that the Premises are in a good state of repair and in sanitary condition. Lessee shall surrender the Premises at the end of the Lease term, or any renewal thereof, in the same condition as when Lessee took possession, allowing for reasonable use and wear, and damage by acts of God, including fires and storms together with all improvements thereon. All improvements made on the Premises shall be forfeited to Lessor without compensation therefore to Lessee. Before delivery, Lessee shall remove all business signs placed on the Premises by Lessee and restore the portion of the Premises on which they were placed in the same condition as when received.

**SECTION THIRTEEN**  
**ENTRY ON PREMISES BY LESSOR**

Lessor reserves the right to enter on the Premises at reasonable times to inspect them, perform required maintenance and repairs, or make additions, alterations, or modifications to any part of the Building in which the Premises are located, and Lessee shall permit Lessor to do so. Lessor may erect scaffolding, fences, and similar structures, post relevant notices, and place moveable equipment in connection with making alterations, additions, or repairs, all without incurring liability to Lessee for disturbance of quiet enjoyment of the Premises, or loss of occupation thereof.

**SECTION FOURTEEN**  
**NONLIABILITY OF LESSOR FOR DAMAGES**

Lessor shall not be liable for liability or damage claims for injury to persons or property from any cause relating to the occupancy of the Premises by Lessee, including those arising out of damages or losses occurring on sidewalks and other areas adjacent to the leased Premises during the term of this Lease or any extension thereof. Lessee shall indemnify Lessor from all liability, loss, or other damage claims or obligations including attorney's fees, resulting from any injuries or losses of this nature.

**SECTION FIFTEEN**  
**LIABILITY INSURANCE**

Lessee shall procure and maintain in force at his expense during the term of this Lease and any extension thereof public liability insurance with insurers and through brokers approved by Lessor. Such coverage shall be adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the leased Premises, in a minimum amount of One Million Dollars - (\$1,000,000.00) for each person injured, One Million Dollars - (\$1,000,000.00) for any one accident, and One Million Dollars - (\$1,000,000.00) for property damage. The insurance policies shall provide coverage for contingent liability of Lessor on any claims or losses. The policies shall be delivered to Lessor for keeping. Lessee shall obtain a written obligation from the insurers to notify Lessor in writing at least thirty (30) days prior to cancellation

or refusal to renew any policy. If the insurance policies are not kept in force during the entire term of this lease or any extension thereof, Lessor may procure the necessary insurance and pay the premium therefor, and the premium shall be repaid to Lessor as an additional rent installment for the month following the date on which the premiums were paid by Lessor.

#### **SECTION SIXTEEN**

##### **LESSOR'S INSURANCE**

Lessor agrees to purchase in advance, and to carry in full force and effect, the following insurance:

- A. "All risk" property insurance coverage, or its current equivalent, on the Building, exclusive of Lessor's leasehold improvements, in such amounts as Lessor deems prudent.
- B. Comprehensive general public liability insurance covering the Building, in a combined single limit amount of not less than One Million Dollars - (\$1,000,000.00), and written on an "occurrence" basis.
- C. Plate glass insurance.

#### **SECTION SEVENTEEN**

##### **ASSIGNMENT, SUBLEASE, OR LICENSE**

Lessee shall not assign or sublease the Premises, or any right or privilege connected therewith, or allow any other person except agents and employees of Lessee to occupy the Premises or any part thereof without first obtaining the written consent of Lessor. A consent by Lessor shall not be a consent to a subsequent assignment, sublease, or occupation by other persons. An unauthorized assignment, sublease, or license to occupy by Lessee shall be void and shall terminate the Lease at the option of Lessor. The interest of Lessee in this Lease is not assignable by operation of law without the written consent of Lessor.

#### **SECTION EIGHTEEN**

##### **BREACH**

The appointment of a receiver to take possession of the assets of Lessee, a general assignment for the benefit of the creditors of Lessee, any action taken or allowed to be taken by Lessee under any bankruptcy act, or the failure of Lessee to comply with each and every term and condition of this Lease shall constitute a breach of this Lease. Lessee shall have ten (10) days after receipt of written notice from Lessor of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the ten (10) day period, Lessee shall have a reasonable time to correct the default if action is commenced by Lessor within ten (10) days after receipt of notice.

#### **SECTION NINETEEN**

##### **REMEDIES OF LESSOR FOR BREACH OF LESSEE**

Lessor shall have the following remedies in addition to its other rights and remedies in the

event Lessee breaches this Lease Agreement and fails to make corrections as set forth in Section Seventeen:

1. Lessor may re-enter the Premises immediately and remove the property and personnel of Lessee, store the property in a public warehouse or at a place selected by Lessor, at the expense of Lessee. All improvements made on the Premises shall be forfeited to Lessor without compensation therefore to Lessee.

2. After re-entry Lessor may terminate the Lease on giving thirty (30) days' written notice of termination to Lessee. Without such notice, re-entry will not terminate the Lease. On termination Lessor may recover from Lessee all damages proximately resulting from the breach, including the cost of recovering the Premises and the worth of the balance of this Lease over the reasonable rental value of the Premises for the remainder of the Lease term, which sum shall be immediately due Lessor from Lessee.

3. After re-entering, Lessor may relet the premises or any part thereof for any term without terminating the Lease, at such rent and on such terms as it may choose. Lessor may make alterations and repairs to the premises. The duties and liabilities of the parties if the Premises are relet as provided herein shall be as follows:

a. In addition to Lessee's liability to Lessor for breach of the Lease, Lessee shall be liable for all expenses of the reletting, for the alterations and repairs made, and for the difference between the rent received by Lessor under the new Lease Agreement and the rent installments that are due for the same period under this Lease.

b. Lessor at its option shall have the right to apply the rent received from reletting the Premises (1) to reduce Lessee's indebtedness to Lessor under the Lease, not including indebtedness for rent, (2) to expenses of the reletting and alterations and repairs made, (3) to rent due under this Lease, or (4) to payment of future rent under this Lease as it becomes due.

If the new Lessee does not pay a rent installment promptly to Lessor, and the rent installment has been credited in advance of payment to the indebtedness of Lessee other than rent, or if rentals from the new Lessee have been otherwise applied by Lessor as provided for herein, and during any rent installment period, are less than the rent payable for the corresponding installment period under this Lease, Lessee shall pay Lessor the deficiency, separately for each rent installment deficiency period, and before the end of that period. Lessor may at any time after such reletting terminate the Lease for the breach on which Lessor based the re-entry and relet the premises.

4. After re-entry, Lessor may procure the appointment of a receiver to take possession and collect rents and profits of the business of Lessee, and if necessary, to collect the rents and profits the receiver may carry on the business of Lessee and take possession of the personal property used in the business of Lessee, including inventory, trade fixtures, and furnishings and use them in the business without compensating Lessee. Proceedings for appointment of a receiver by Lessor, or the appointment of a receiver and the conduct of the business of Lessee by the receiver, shall not terminate and forfeit this Lease unless Lessor has given written notice of termination to Lessee as provided herein.

**SECTION TWENTY**  
**ATTORNEY'S FEES**

If Lessor files an action to enforce any agreement contained in this Lease, or for breach of any covenant or condition, Lessee shall pay Lessor reasonable attorney's fees for the services of Lessor's attorney in the action, all fees to be fixed by the Court.

**SECTION TWENTY ONE**  
**CONDEMNATION**

Eminent domain proceedings resulting in the condemnation of a part of the Premises leased herein, but leaving the remaining Premises usable by Lessee for the purposes of its business, will not terminate this Lease unless Lessor, at its option, terminates the Lease by giving written notice of termination to Lessee. The effect of any condemnation, where the option to terminate is not exercised, will be to terminate the Lease as to the portion of the premises condemned, and the Lease of the remainder of the demised premises shall remain intact. The rental for the remainder of the Lease term shall be reduced by the amount that the usefulness of the Premises has been reduced for the business purposes of Lessee. Lessee hereby assigns and transfer to Lessor any claim he may have to compensation for damages as a result of any condemnation.

**SECTION TWENTY TWO**  
**TOTAL AGREEMENT; APPLICABLE TO SUCCESSORS**

This Lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors, and assigns of both parties.

IN WITNESS WHEREOF, the parties have executed this Lease at Kasson, Minnesota, the day and year first above written.

LESSOR

LESSEE

THE CITY OF KASSON

\_\_\_\_\_

By: \_\_\_\_\_

Its: Mayor, Steven Johnson

By: \_\_\_\_\_

Its:

By: \_\_\_\_\_

Its: City Administrator, Theresa Coleman

By: \_\_\_\_\_

Its:

STATE OF MINNESOTA

COUNTY OF DODGE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,



20\_\_\_\_, by Steve Johnson, the Mayor of the City of Kasson, and Theresa Coleman, the City Administrator of the City of Kasson, a municipal corporation under the laws of Minnesota, on behalf of the City.

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA

COUNTY OF DODGE

The foregoing instrument was acknowledged before me this\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of  
\_\_\_\_\_, a \_\_\_\_\_ under the  
laws of Minnesota, on behalf of the \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

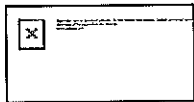
This instrument was drafted by  
Weber, Leth & Woessner, PLC  
Melanie J. Leth  
202 West Main Street  
Kasson, MN 55944  
(507) 634-2281

## Theresa Coleman

---

**From:** Rebecca Charles <rebecca.charles@cedausa.com>  
**Sent:** Thursday, March 08, 2018 2:35 PM  
**To:** Theresa Colman  
**Subject:** Fwd: Lease Agreement

Please see below agreement and request for Old Library Rental.



Rebecca Charles

*Community and Business Development Specialist*

**Community and Economic Development Associates**

m: [605-695-6765](tel:605-695-6765)

e: [rebecca.charles@cedausa.com](mailto:rebecca.charles@cedausa.com)

w: [www.cedausa.com](http://www.cedausa.com)

[The City of Claremont, MN](#)

[The City of Ellendale, MN](#)

[The City of Kasson, MN](#)

[The City of Lewiston, MN](#)

[The City of West Concord, MN](#)

----- Forwarded message -----

**From:** Crystal Whitmarsh <[crystal.whitmarsh@gmail.com](mailto:crystal.whitmarsh@gmail.com)>

**Date:** Thu, Mar 8, 2018 at 1:11 PM

**Subject:** Re: Lease Agreement

**To:** Rebecca Charles <[rebecca.charles@cedausa.com](mailto:rebecca.charles@cedausa.com)>

Rebecca,

We agree to the terms of the lease. We intend to rent out the old library building from the city beginning June 1, 2018. We propose that the first three months be rent free while we make updates to the building, increasing it to \$300/month for the first year. After that we would reevaluate and increase as able/needed.

Thank you,

Crystal and Jim Whitmarsh

# **LABOR AGREEMENT**

**BETWEEN**

**CITY OF KASSON**

**AND**

**MINNESOTA PUBLIC EMPLOYEES  
ASSOCIATION**

Representing  
Administrative, Liquor Store and Library Employees

Effective January 1, 2018 through December 31, 2019

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**LABOR AGREEMENT**  
**Between**  
**The CITY OF KASSON**  
**and**  
**MINNESOTA PUBLIC EMPLOYEES ASSOCIATION**

**ARTICLE I. PURPOSE OF AGREEMENT**

This Agreement is effective as of the 1<sup>st</sup> day of January, 2018, between the City of Kasson and the Minnesota Public Employees Association

It is the intent and purposes of this Agreement to:

- 1.1 Assure sound and mutually beneficial working and economic relationships between the parties hereto;
- 1.2 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.3 Place in written form the parties agreement upon terms and conditions of employment for the duration of this Agreement.

The Employer and the Union through this Agreement, shall continue their dedication to the highest quality service to the City of Kasson. Both parties recognize this Agreement as a pledge of this dedication.

**ARTICLE II. RECOGNITION**

- 2.1 The Employer recognizes the Union as the exclusive representative under Minnesota Statutes Section 179A.03, Subdivision 14:

*For all full time, non-supervisory employees of the City of Kasson not covered by other contracts.*

- 2.2 The Employer shall not enter into any agreement covering terms and conditions of employment with the employees in the bargaining unit under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement, except through the exclusive representative.

**ARTICLE III. DEFINITIONS**

- 3.1 UNION: Minnesota Public Employees Association

- 3.2 UNION MEMBER: A member of the Minnesota Public Employees Association.
- 3.3 EMPLOYEE: A member of the bargaining unit covered by this Agreement.
- 3.4 REGULAR EMPLOYEE: A full time employee who has completed the probationary period.
- 3.5 PROBATIONARY EMPLOYEE: Employee who has not completed the 6-month probationary period.
- 3.6 EMPLOYER: The City of Kasson.
- 3.7 SCHEDULED SHIFT: A consecutive work period including rest breaks.
- 3.8 REST BREAKS: Two (2) fifteen (15) minute break periods during which the employee remains on continuous duty and is responsible for assigned duties.
- 3.9 LUNCH BREAK: An hour unpaid period rotated to allow regular business to continue.
- 3.10 P.E.L.R.A.: Public Employment Labor Relations Act, Minnesota Statutes, Chapter 179A.
- 3.11 SENIORITY: The employees' length of continuous employment with the City of Kasson.
- 3.12 EXEMPT: Exempt employees working for the City of Kasson meet the criteria outlined in one of the four Fair Labor Standards Act (FLSA) exemptions (Executive, Administrative, Professional and Computer) in order to meet the "duties" test and be considered exempt.

#### **ARTICLE IV. EMPLOYER SECURITY**

- 4.1 It is understood and agreed that the services performed by employees covered by this Agreement are essential to the public health and safety and neither the Union, its officers or agents, nor such employee shall engage in a strike. The term "strike" shall have the meaning ascribed to it by Section 179A.03, Subdivision 16, Minnesota Statutes.
- 4.2 In case any employee violates this Article, the Union shall immediately notify such employee in writing to cease such action and instruct him/her to return to his/her normal duties. Any employee who violates any provision of this Article may be discharged or otherwise disciplined.

#### **ARTICLE V. EMPLOYER AUTHORITY**

- 5.1 It is recognized that, except as expressly stated herein, the City shall retain whatever rights and authority necessary for it to operate and direct the affairs of the City in all its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the department; to determine the methods, means organization, the number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods and services should be made or purchased; to hire, demote, suspend, discipline, discharge, or relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment or facilities; the employer specifically retains the sole right to sub-contract for any or all of its manpower needs at any time.
- 5.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the City, the adoption of policies, rules and regulations, and practice in furtherance thereof, and the use of judgment in connection therewith shall not be the subject of any grievance or arbitration proceeding except as specifically provided for in this agreement.

## **ARTICLE VI. UNION SECURITY**

- 6.1 The Employer agrees to deduct from the wages of each Union member, upon written authorization of the employee, an amount equal to the regular dues of the Union, such deduction to be divided equally and taken from the first two pay periods each month, and to monthly transmit to the appropriate designated officer of the Union the total amount so deducted together with a list of the names of the employees from whose pay deductions were made.
- 6.2 The Union may designate one (2) employees from the bargaining unit to act as Union Stewards. The Employer agrees to recognize the designated Union Stewards.
- 6.3 The Employer shall make space available on the employee bulletin board for posting Union notices and announcements.
- 6.4 Non-employee representatives of the Union shall be permitted to come on the premises of the Employer at reasonable times for the purposes of investigating and discussing grievances, provided the Union representative does not interfere with the work of the employee.
- 6.5 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

## **ARTICLE VII EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE**

- 7.1 **DEFINITIONS OF A GRIEVANCE:** A grievance is defined as a dispute as to the interpretation or application of the specific terms and conditions of this Agreement.
- 7.2 **UNION REPRESENTATIVES:** The Employer will recognize representatives designated by the Union as the grievance representative of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the name of such Union representative and of his/her successor when so designated.
- 7.3 **PROCESSING OF A GRIEVANCE:** It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours.
- 7.4 **PROCEDURE:** Grievance as defined in Section 7.1, shall be resolved in conformance with the following procedure:

**STEP 1.** An employee claiming a violation concerning the interpretation or application of this Agreement shall within fourteen (14) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer. The Employer-designated representative shall discuss and give answer to such Step 1 grievance within ten (10) calendar days after receipt.

A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Employer designated representative's final answer in Step 1.

Any grievance not appealed in writing to Step 2 by the Union within ten (10) days shall be considered waived.

**STEP 2.** If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative.



The Employer-designated representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

STEP 2A. If the grievance is not resolved at Step 2 of the grievance procedure, the parties, by mutual agreement, may submit the matter to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves timelines for Step 2 of the grievance procedure.

STEP 3. A grievance unresolved in Step 2 and appealed to Step 3 by the Union shall be submitted to arbitration subject to the provisions of the PELRA, as amended. The selection of an arbitrator shall be made in accordance with the rules established by the Bureau of Mediation Services.

## 7.5 ARBITRATOR'S AUTHORITY

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

- 7.6 **WAIVER:** If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.

If the time limit specified in this Article falls on a Saturday, Sunday or holiday, the time limit for filing is extended to the next working day.

## **ARTICLE VIII. DISCIPLINE**

- 8.1 The Employer will discipline employees for just cause only. Discipline shall be in one (1) or more of the following forms:
- 1) Oral reprimand;
  - 2) Written reprimand;
  - 3) Suspension;
  - 4) Demotion; or
  - 5) Discharge
- 8.2 Suspensions, demotions and discharges will be in written form.
- 8.3 Written reprimands, notices of suspension and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by the signature of the employee. Employees and the Union will receive a copy of such reprimands and/or notices. Disciplinary matters contained in an employee's personnel file shall be reviewed by the City Administrator and the employee every twenty-four (24) months to determine whether a disciplinary matter should be removed from the employee's file. The decision regarding whether or not to remove a disciplinary matter shall be within the sole discretion of the City Administrator and the Administrator's decision shall not be the subject of a grievance.
- 8.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 8.5 Grievances relating to this Article shall be initiated by the Union in Step 2 of the grievance procedure under Section 7.4.
- 8.6 Prior to any vote by the City Council of the City of Kasson to eliminate any position

held by any employee covered by this agreement, the Council shall be required to make bona fide findings of fact that either the functions delineated in the job description of the position are unnecessary, not in the public interest or that the functions can be more efficiently and effectively performed by another member of the staff. In addition, prior to any vote by the City Council of the City of Kasson to eliminate any position held by any employee covered by this agreement, the Council shall be required to review the results of an external salary study to determine impact and the proposed distribution of job responsibilities and the effect on the pay scale and position points.

## **ARTICLE IX. HOURS OF WORK**

- 9.1 The Employer is the sole authority in establishing work schedules.
- 9.2 The normal work day shall consist of consecutive hours of eight (8) hours.
- 9.3 The normal work week shall consist of an average of forty (40) hours per week. Mon-Fri 8AM-5PM for Administrative Staff, Mon-Sat for Liquor Store and Library Employees.
- 9.4 Starting the Friday before Memorial Day through Labor Day weekend the Administrative Office shall close to the public at Noon on Fridays. Those employees shall use vacation/comp time or work adjusted hours Mon-Fri to fulfill their 40 hours.

## **ARTICLE X. OVERTIME**

- 10.1 Hours of work in excess of an average of forty (40) hours per week shall be paid for at the rate of one and one-half (1½) times the employee's regular straight-time rate of pay, except for those exempt employees.
- 10.2 Overtime shall be calculated to the nearest fifteen (15) minutes and approved by the supervisor.
- 10.3 Any work performed in excess of forty (40) hours in any one (1) week, or work performed on days not regularly scheduled shall be considered overtime and shall be paid for at the rate of one and one-half (1 ½) times the regular hourly rate pay. Vacation, holidays and bon-a-fide paid sick leave shall be considered time worked for the purposes of computing overtime. Employees shall not be required to take time off for overtime work.
- 10.4 Overtime hours, those worked in excess of forty (40) per week, may be paid in compensatory time off at a rate of 1 ½ hours for each hour worked. Compensatory time shall be authorized only by mutual consent of the City and the employee covered by this Agreement. Compensatory time shall be used up as

time off as soon as it is practical and subject to mutual agreement by the employee and the Supervisor. Not more than eighty (80) hours of compensatory time shall be carried forward from the end of any pay period or one (1) calendar year to the next.

## **ARTICLE XI. SENIORITY**

- 11.1 Seniority shall mean an employee's length of employment time, and may be the basis of determining various employee benefits and preferences. Only continuous employment time shall count toward seniority. Seasonal or temporary work shall not count toward seniority. Authorized leaves of absence as well as lay-off for periods less than 365 calendar days shall be deemed continuous employment and shall not result in loss of seniority. Whenever an employee is re-employed following termination of his employment, his/her seniority date shall be the date of re-employment and all benefits shall be based on this new seniority date. The types of seniority are as follows:

11.1.a Seniority as a City Employee shall be the determining factor for benefits that are based on total length of service, such as vacation and sick leave. Time with more than one City department may be used, provided there is no interruption in employment at the time the employee transfers from one department to another.

11.1.b Seniority in the bargaining unit will be determined when filling vacancies in higher paying jobs. These vacancies may be filled by lower paid employees in accordance with their bargaining unit seniority provided the employee seeking the higher paying job is qualified to perform the duties of the job. Qualifications will be determined by the City Administrator or his/her designee, for recommendation for approval by the City Council.

11.1.c Seniority in a job classification will be determined in the event of layoff. Layoffs shall be effective by first laying off probationary, part-time and temporary employees. The last employee hired in a job classification may be the first to be laid off, and the last employee laid off may be the first to be rehired. In the event of layoff, employees promoted from jobs have the right to resume lesser jobs for which they qualify in classifications and in which they have held regular status, providing they have more bargaining unit seniority than the workers they displace. An employee may exercise job classification seniority only in his/her bargaining unit.

- 11.2 A seniority list of bargaining unit employees shall be established each January.
- 11.3 Management shall have the prerogative of deciding when there is an opening in the bargaining unit. When an opening occurs within the positions covered by this agreement, it shall be posted on the Union bulletin board for a minimum of five (5)

working days. Within thirty (30) working days after the close of the posting, management must award this vacant position to any qualified bargaining unit employee that has applied for the job, qualifications being equal, bargaining unit seniority shall prevail. The starting rate of pay for the employee shall be at least at the rate shown in the contract for the appropriate step which exists either current rate of pay or the new range.

- 11.4 Any employee awarded or bid into job vacancies shall be given thirty (30) calendar days to demonstrate their ability to meet the qualifications of the position and will be allowed within that time period to return to their prior position without loss of seniority or pay.

## **ARTICLE XII. HEALTH AND SAFETY**

- 12.1 The Employer agrees to enforce all safety rules and to provide safety equipment and safe working conditions for its employees. Each employee agrees to become familiar with and adhere to all safety rules and to be aware of, know the use of, and properly use all safety equipment furnished to them by the Employer during their working hours. The Employer reserves the right to adopt or revise and enforce such safety rules as it deems necessary for the protection of its employees and property. The Employer agrees that, except in cases of emergency, it will present any proposed new or revised safety rules to the City Safety Committee for review and comment prior to the effective date of such rule.

## **ARTICLE XIII. WAGES**

- 13.1 Wages shall be paid as described in Appendix A of this Agreement.
- 13.2 Progression through the step schedule on the anniversary date each year shall require satisfactory performance as determined by the employer but nothing shall prevent accelerated movement throughout the step schedule at the discretion of the employer.

## **ARTICLE XIV. HOLIDAYS**

- 14.1 Regular full-time employees shall receive 80 hours to be divided equally among the designated holidays throughout the year. The City shall observe the designated holidays by conducting no official business, excluding those departments required to maintain necessary operations. Designated holidays are as follows:

- a. New Year's Day - January 1st
- b. Martin Luther King Day - 3rd Monday in January
- c. Washington's & Lincoln's Birthdays - 3rd Monday in February
- d. Memorial Day - Last Monday in May

- e. Independence Day - July 4th
- f. Labor Day - First Monday in September
- g. Veterans Day - November 11th
- h. Thanksgiving Day - 4th Thursday in November
- i. Day after Thanksgiving Day - 4th Friday in November
- j. Christmas Day - December 25th

14.2 Holidays falling on Sunday shall be observed on the following Monday by those employees working Monday through Friday. Holidays falling on Saturday shall be observed on the preceding Friday by such employees, with the exception of the New Year's Day Holiday, which shall be observed the following Monday or depending on work load as determined by the Supervisor, may be used as a Floating Holiday in the same calendar year. During years in which Christmas Eve falls on a weekday a half (1/2) day shall be observed as a holiday. If Christmas Eve falls on a weekend no holiday shall be observed.

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

14.4 Holiday Pay: An employee scheduled to work on a holiday will be given a choice of two (2) options:

OPTION 1. The employee scheduled to work any of the holidays listed above shall be paid their regular wages, plus time and one-half (1½) his/her regular straight time hourly rate for all hours worked on said holiday.

OPTION 2. The employee scheduled to work any of the holidays listed above shall be paid at the rate of one and one-half (1½) times his/her regular straight time hourly rate for all hours worked on said holiday and shall receive a deferred holiday, paid at a straight time hourly rate, to be taken in a timely manner. All deferred holiday time taken shall be mutually agreeable to both the employee and the Supervisor.

14.5 Holidays occurring during any paid leave, shall not be charged to the time the employee has taken on paid leave.

## **ARTICLE XV. VACATION**

15.1 Eligibility: Regular, full-time salaried employees and exempt employees who are regularly scheduled to work 40 hours or more per week on a year-round basis shall accrue paid vacation at the regular rate of pay. Only time actually worked while the employee is so classified shall count towards vacation eligibility and benefits.

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

15.3 Amount of Vacation Allowed:

Beginning,

1 through 2 consecutive years	3.08 hours per pay period (10 days)
3 thorough 7 consecutive years	4.62 hours per pay period (15 days)
8 through 11 consecutive years	5.54 hours per pay period (18 days)
12 through 15 consecutive years	6.46 hours per pay period (21 days)
16+ years consecutive full-time service	7.39 hours per pay period (24 days)

15.3.a Other Terms and Conditions: New employees shall earn vacation benefits from the start of their employment, but may not use vacation until the completion of their probationary period.

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

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

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

15.5 Requests: On a regular basis, the Supervisor will consult with employees eligible for vacation to determine the vacation schedule for the department. Employees requesting vacation time shall submit such request in writing at least ten (10) days in advance to the Supervisor. If more than one (1) employee in a given area requests vacation time for the same period, requests shall be considered by the Supervisor and vacation shall be granted on the basis of seniority and/or other circumstances surrounding the situation. Requests for vacation time will not be granted if the employee's absence may impair the efficiency of the department.

15.5.a Waiving Vacation Period: Employees shall not be permitted to waive vacation time for the purpose of receiving double pay.

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

15.6 Terminal Vacation: When an employee has successfully completed his/her probationary period and has given proper notice or when an employee is laid off or retires, he/she shall be paid for vacation time accrued and unused to the date of separation.

## **ARTICLE XVI. LEAVES OF ABSENCE**

16.1 Court and Jury Duty Leave: After notice to the Supervisor an employee shall be granted leave with pay for:

16.1.a Service upon a jury.

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

16.1.a.2 The employee shall turn over to the City any per diem payment received as a result of service on a jury or as a witness in the above listed actions. Money received as expenses shall be kept by the employee.

16.1.a.3 Any absence, whether voluntary or in response to a legal order to appear and testify in private litigation, not as an employee of the City but as an individual, shall be taken as a deduction from the employee's comp time account or from the employee's vacation account. If these accounts are exhausted this time can be taken as leave of absence without pay with the approval of the Supervisor.

16.2. Funeral Leave. In the event of death of a member of the immediate family, funeral leave may be taken for the actual time required, not to exceed three (3) ***paid*** workdays, except with the approval of the department supervisor. However, in the case of a spouse or child, up to forty (40) hours per incident may be granted. "Immediate family" shall mean spouse, children, parents, grandparents, grandchildren, siblings or spouse's immediate family.

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



- 16.3. Special Leaves: Regular full-time and exempt employees may be granted a leave of absence without pay for periods not to exceed twelve (12) months. A written application must be submitted to the respective Supervisor. Leaves may be granted at the recommendation of the Supervisor and with the approval of the City Council. Leave agreements must be in writing and signed by the interested parties.
- 16.4 Probationary employees may be granted leave without pay for periods not to exceed thirty (30) calendar days only in the event of sickness, disability, or death in the family. Written application for such leave shall be supported by evidence as may be required by the Supervisor and the City Council. Extension of leave for probationary employees not to exceed six (6) months, may be granted under the recommendation of the Supervisor, with the approval of the City Council.
- 16.5 All leave without pay shall be subject to cancellation by the Supervisor and the City Council if at any time it is found that the employee is using the leave for purposes other than specified at the time of approval (in this case the employee could also be subject to disciplinary action), or when the interests of the City of Kasson require that said employee return to his/her employment.
- 16.6 Sick leave and vacation leave shall not accumulate during leaves without pay, however, the requesting employee will be required to use any accumulations of comp time, vacation and sick leave used respectively. Medical insurance, if desired to be kept in force by the employee, shall be paid in full by the employee after thirty (30) days. Position restoration will be at Council's discretion
- 16.7 Bone Marrow Donor Leave: Employees may take paid leave, not to exceed 40 hours, and subject to verification, to undergo medical procedures to donate bone marrow.
- 16.8 School Conference and Activity Leave: Employees who have worked for 12 consecutive months preceding the request may take unpaid leave up to 16 hours per year to attend school conferences or classroom activities related to the employee's child, provided the conference or activity cannot be scheduled during non-work hours.
- 16.9 Terminal Leave: (See Terminal Vacation).
- 16.10 Family/Medical Leave of Absence. The Family/Medical Leave of Absence will be administered in accordance with applicable laws.
- 16.11 Military Leave of Absence. Military Leave of Absence will be administered in accordance with applicable laws.
- 16.12 Sick Leave:

16.12.a Eligibility: Regular full-time and exempt employees shall be eligible for sick leave.

16.12.b Employees classified as temporary, part-time (less than 20 hours per week) and seasonal will not be eligible for sick leave. Sick leave shall not be granted to an employee during the probationary period of his or her employment, but leave shall accrue from the start of said employment and may be used after the completion of the probationary period.

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

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

16.12.d Request For: When a request for sick leave is necessary, employees shall notify the Supervisor at the earliest practicable time. Failure to make a diligent effort to give such notice may result in a payroll deduction for the time taken.

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

16.12.f Accrual: 3.39 hours of earned sick leave shall be granted per pay period. Additions to or deductions from each employee's sick leave account shall be made each pay period. Only days which the employee would normally have worked will be charged against his or her sick leave account. For employees hired before January 1, 1999, unused sick leave shall be allowed to have a maximum accumulation of 1,000 hours. Employees hired on or after January 1, 1999 shall be allowed to have a maximum accumulation of 600 hours of sick leave.

16.12.g Exclusions: The following situations are excluded from sick leave benefits:

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

16.12.h Policy on Unused Sick Leave: As Described in Appendix C

## **ARTICLE XVII. INSURANCE**

- 17.1 The City agrees to continue during the term of this agreement to provide those insurance benefits that are currently available to all employees covered by this Agreement. That benefit level is: 100% of accidental death and dismemberment, life insurance, short-term and long-term disability insurance; and 90% of single health insurance premium and 80% of family health insurance premium. All new full-time hires are required to enroll in a VEBA or HSA Health Plan. Furthermore, the city agrees to advise the Union of any changes proposed in the insurance benefits during the term of this agreement.

Effective January 1, 2018, the City will provide the 3375/6750 Aware network plan. The City will contribute the value of 20% of the employee's deductible to the the VEBA/HSA.

## **ARTICLE XVIII. WORKERS' COMPENSATION SUPPLEMENT**

- 18.1 An employee who is injured in the performance of the employee's job duties and who is eligible to receive Workers' Compensation benefits may at the employee's discretion receive a supplement to the Workers' Compensation benefits as follows:

18.1.a The employee shall retain the Workers' Compensation benefits and shall receive from the EMPLOYER a supplement to be deducted from earned accrued sick leave, earned accrued vacation leave and accrued compensatory time off provided that the employee has such leave available for a period not to exceed ninety (90) days.

18.1.b The amount to be deducted from the employee's earned accrued sick leave, earned accrued vacation leave and accrued compensatory time shall be the difference between the Workers' Compensation benefits and compensation for the employee's normal work day or work week.

18.1.c Under no circumstances shall an employee who receives Workers' Compensation benefits and the supplements noted in 1.a and 1.b receive compensation which is in excess of the employee's normal work day or normal work week or which exceeds their normal net wages they received at the time of injury, providing all wages and deductions remain the same.

18.2 An employee may at the employee's discretion receive the supplement noted in Section 1 and deduct from the employee's earned accrued sick leave, earned accrued vacation leave and accrued compensatory time off until sick leave is exhausted. At such time, the supplement shall cease and the employee shall receive only the Workers' Compensation benefits.

#### **ARTICLE XIX. RESIGNATION**

19.1 Two (2) weeks of written prior notice shall constitute proper notice for an employee who is planning to resign in good standing.

19.2 Employees who leave without notice as provided herein shall forfeit any accumulated leave time they may have earned and shall be entitled to no other compensation other than the regular salary due on the date last worked.

19.3 On the employee's final date of employment, he/she shall be responsible for the surrender of all City property to include keys, uniforms, equipment, clothing, materials, etc., to the Supervisor.

19.4 Any absence of an employee from scheduled duty that is not properly reported to and authorized by the Supervisor shall be deemed an absence without leave for which compensation shall not be paid by the City. Unauthorized absence of an employee for three (3) consecutive work days shall be considered by the Supervisor and the City Council as a resignation of such employee.

#### **ARTICLE XX. COOPERATION**

20.1 The membership of the Union agree to individually and collectively perform loyal and efficient work and service, and to use their influence and best efforts to protect the property of the Employer and its service to the public at all times. The Employer agrees to cooperate with the Union in its efforts to promote harmony and efficiency among the employees.

#### **ARTICLE XXI. ENTIRE AGREEMENT**

21.1 The Agreement constitutes the entire Agreement between the parties, and concludes collective bargaining for its term.

- 21.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not referred to or covered in this Agreement. However, nothing herein shall prevent the parties from bargaining collectively during the term of this Agreement with respect to any subject not removed by law from a period not covered by this Agreement. Both parties, by mutual agreement, may modify and amend this Agreement, but such modification or amendment must be signed by both parties, and if not, the contract, as written, is binding.

## **ARTICLE XXII. SAVINGS**

- 22.1 If any provision in this Agreement shall be found to be unlawful and unenforceable by reason of any existing or subsequent statute or ordinance or by decision of a court of competent jurisdiction, such provision shall be deemed null and void and of no further effect. However, such provision shall be severable from the remainder of this Agreement, and all other provisions hereof shall continue in full force and effect.

## **ARTICLE XXIII. ESTABLISHMENT OF VEBA WITH HEALTH REIMBURSEMENT ARRANGEMENT FOR ACTIVE EMPLOYEES**

- 24.1 Establishment of VEBA: Effective 01/01/2007, Employer shall adopt the Minnesota Service Cooperatives VEBA Plan and the Employee Benefits Trust Agreement for the benefit of for qualifying employees who are members of this Collective Bargaining Agreement. Employer and employees assent to and ratify the appointment of the Trustee and Plan Administrator in place on the adoption date of this agreement. It is intended that this arrangement constitute a Voluntary Employees' Beneficiary Association under Section 501(c)(9) of the Internal Revenue Code.
- 24.2 Benefits provided through the VEBA. Employer shall provide the following welfare benefit arrangement through the VEBA Plan:

The Health Reimbursement Arrangement for Active Employees.

24.3 Payment of Administrative Fee. Administrative fees allocable to individual accounts of active employees shall be paid by the Employer. Administrative fees allocable to the individual accounts of former employees, including retirees, shall be paid from individual accounts. Administrative fees shall be paid from individual accounts of all participants in the event the VEBA Plan is terminated.

24.4 Employer Contributions to Health Reimbursement Arrangement for Active Employees:

24.4.a Contributions to the Active Employees' Plan: Employer will make a bi-weekly contribution to individual accounts under the Health Reimbursement Arrangement for Active Employees for qualifying employees who are members of this Collective Bargaining Agreement in accordance with the following schedule:

Half of the deductible based on the employee's choice of single or family insurance

24.5 Alternative Group Health Plan: Employer shall also make available a group Health Savings Account plan. With respect to qualifying employees who are members of this Collective Bargaining Agreement, Employer shall contribute an amount not to exceed 90% towards the monthly premium cost for single group health coverage, and 80% towards the monthly premium cost for family group health coverage. VEBA or HSA participation shall be mandatory for all full time employees.

#### **ARTICLE XXIV. DURATION**

23.1 This AGREEMENT shall be effective as of January 1, 2018 and shall remain in full force and effect until December 31, 2019.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CITY OF KASSON, MN:

MNPEA

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Business Agent

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Steward

\_\_\_\_\_  
Steward

### **APPENDIX A. WAGE RATES**

- A. Position wages shall comply with the City Council adopted pay scale and shall comply with state mandated pay equity requirements commensurate with positions. Effective January 1, 2018, a general wage increase of 2.5% shall be applied.

Grade	Name (Dept)	Position	Min – Max Pay	Wage
3	Katy P (Liquor)	Sr. Liquor Clerk	15.72-19.05	19.05 Step 7
3	Kelly B	Library Asst		18.45 Step 6
3	Melanie B	Library Asst		18.45 Step 6
3	Nancy H	Library Asst		16.76 Step 3
6	Pat SG (Library)	Circulation Tech	19.27-23.35	22.61 Step 6
7	Krista W (Admin)	Admin Assistant	20.60-24.96	24.17 Step 6
8	Jan N (Admin)	Deputy Clerk	22.07-26.74	26.74 Step 7
8	Cassie S	Utility Bill Specialist	22.07-26.74	22.07 Step 1
10	Linda R (Admin)	City Clerk	25.25-30.59	30.59 Step 7
14				
16	Nancy Z (Admin)	Finance Director	37.88-45.89	45.89 Step 7

- B. Effective January 1, 2019 a general wage increase of 2.5% shall be applied.

Grade	Name (Dept)	Position	Min – Max Pay	Wage
3	Katy P (Liquor)	Sr. Liquor Clerk	16.11-19.52	
3	Kelly B	Library Asst		
3	Melanie B	Library Asst		
3	Nancy H	Library Asst		
6	Pat SG (Library)	Library Associate	19.75-23.93	
7	Krista W (Admin)	Admin Assistant	21.12-25.59	
8	Jan N (Admin)	Deputy Clerk	22.62-27.41	
8	Cassie S	Utility Bill Specialist	22.62-27.41	
10	Linda R (Admin)	City Clerk		
16	Nancy Z	Finance Director	38.83-47.04	

## APPENDIX B

### SENIORITY CHART BARGAINING UNIT CLASSIFICATIONS CITY OF KASSON

EMPLOYEE	START DATE	BARGAINING UNIT DATE	CLASSIFICATION DATE	CLASSIFICATION	
Nancy Hackenmiller	1/1/18	3/1/18	1/1/18	Library Asst	
Linda Rappe	6/6/96	1/1/14	1/1/14	City Clerk	
Jan Naig	7/13/97	11/13/97	11/13/97	Deputy Clerk	
Cassie Sullivan	2/6/17	12/6/17	12/6/17	Utility Billing Specialist	
Kelly Bell	5/25/15	5/25/15 Fair Share	5/25/15	Library Asst	
Melanie Bersano	5/25/15	9/1/17	5/25/15	Library Asst	
Nancy Zaworski	8/13/07	8/13/07	8/13/07	Finance Director	
Krista Weigel	5/16/12	5/16/12	5/16/12	Admin Assist/Program Assist	
Patricia Shafer-Gottschalk	12/13/13	7/1/14	7/1/14	Library Assistant	
Katy Paynic	3/12/14	3/12/14	3/12/14	Senior Liquor Clerk	



## **APPENDIX C POLICY ON UNUSED SICK LEAVE**

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

A. Employee has completed:

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

This employee shall have the first 300 hours accumulated converted on a 2 to 1 formula. The dollar value of accumulated sick leave hours (base 300 hours) will be equal to one-half ( $\frac{1}{2}$ ) of the hours at the time of qualifications multiplied by the employee's hourly rate of pay at the time of qualification.

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

The total dollars available based on the formulas as described above shall be deposited in the insurance program provided by the City for the sole purpose of paying medical related expenses.

B. Employee has completed:

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

This employee shall have the first 450 hours accumulated converted on a 2 to 1 formula. The dollar value of accumulated sick leave hours (based 450 hours) shall be equal to one-half ( $\frac{1}{2}$ ) of the hours of the time of qualifications, multiplied by the employee's hourly rate of pay at the time of qualifications.

The hours accumulated in excess of 450, up to 600 hours shall be calculated on a hour for hour (1-1) formula. The dollar value of accumulated sick leave hours in excess of 450 base hours shall be equal

to each hour (1-1) at the time of qualification, multiplied by the employee's hourly rate of pay at the time of qualification.

The total dollars available based on the formula as described above shall be deposited in the insurance program provided by the City for the sole purpose of paying medical related expenses.

C. Employee has completed:

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

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

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

The total dollars available based on the formula as described above shall be deposited in the insurance program provided by the City for the sole purpose of paying medical related expenses.

- D. Employees who do not meet the minimum number of accumulated hours in the program: 00 - 400 hours for 10 - 14 years; 400 - 500 hours for 15 - 19 years; 500 - 600 hours for 20 or more years, shall not be eligible to receive any payment for unused sick leave.
- E. All monies earned as a result of this unused sick leave program must be used to pay medical related expenses per the program provided by the City of Kasson. No monies shall be paid directly to the qualified employee.

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF KASSON, MN  
AND  
MINNESOTA PUBLIC EMPLOYEES ASSOCIATION

This Agreement is entered into between the Minnesota Public Employees Association (Union) and the City of Kasson, MN (Employer);

Whereas, Minnesota Public Employees Association is the exclusive representative for the City of Kasson Administrative Employees bargaining unit;

Whereas, the parties have negotiated and agreed upon the following terms and conditions of employment for the bargaining unit employees and wish to further specify the agreed terms and conditions of employment as follows:

Unit member Melanie Bersano will receive step movement on anniversary dates consistent with satisfactory performance rating on evaluation, effective her 2017 anniversary date.

# **LABOR AGREEMENT**

**BETWEEN**

**CITY OF KASSON**

**AND**

**MINNESOTA PUBLIC EMPLOYEES  
ASSOCIATION**

Representing

Patrol Officers & Essential Employees

Effective January 1, 2018 through December 31, 2019

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**LABOR AGREEMENT**  
**Between**  
**The CITY OF KASSON**  
**and**  
**MINNESOTA PUBLIC EMPLOYEES ASSOCIATION**

**ARTICLE I. PURPOSE OF AGREEMENT**

This Agreement is effective as of the 1<sup>st</sup> day of January, 2018, between the City of Kasson and the Minnesota Public Employees Association.

It is the intent and purposes of this Agreement to:

- 1.1 Assure sound and mutually beneficial working and economic relationships between the parties hereto;
- 1.2 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.3 Place in written form the parties agreement upon terms and conditions of employment for the duration of this Agreement.

The Employer and the Union through this Agreement, shall continue their dedication to the highest quality service and protection to the City of Kasson. Both parties recognize this Agreement as a pledge of this dedication.

**ARTICLE II. RECOGNITION**

- 2.1 The Employer recognizes the Union as the exclusive representative under Minnesota Statutes Section 179A.03, Subdivision 14:

*For all employees of the Kasson Police Department who work more than fourteen (14) hours per week and more than sixty-seven (67) days per year, including the Chief of Police and Assistant Chief.*

- 2.2 The Employer shall not enter into any agreement covering terms and conditions of employment with the employees in the bargaining unit under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement, except through the exclusive representative.

### **ARTICLE III. DEFINITIONS**

- 3.1 UNION: Minnesota Public Employees Association
- 3.2 UNION MEMBER: A member of the Minnesota Public Employees Association.
- 3.3 EMPLOYEE: A member of the bargaining unit covered by this Agreement.
- 3.4 REGULAR EMPLOYEE: An employee who has completed the probationary period and possesses a P.O.S.T. license.
- 3.5 PROBATIONARY EMPLOYEE: Employee who has not completed the 12-month probationary period.
- 3.6 EMPLOYER: The City of Kasson.
- 3.7 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.
- 3.8 REST BREAKS: Two (2) fifteen (15) minute break periods during which the employee remains on continuous duty and is responsible for assigned duties.
- 3.9 LUNCH BREAK: A one-half (½) hour paid period during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.10 P.E.L.R.A.: Public Employment Labor Relations Act, Minnesota Statutes, Chapter 179A.
- 3.11 SENIORITY: The employees' length of continuous employment with the Police Department.
- 3.12 EXEMPT EMPLOYEE: Meets the criteria outlined in one of the four Fair Labor Standards Act (FLSA) exemptions (Executive, Administrative, Professional and Computer) in order to meet the "duties" test and be considered exempt.

### **ARTICLE IV. EMPLOYER SECURITY**

- 4.1 It is understood and agreed that the services performed by employees covered by this Agreement are essential to the public health and safety and neither the Union, its officers or agents, nor such employee shall engage in a strike. The term "strike" shall have the meaning ascribed to it by Section 179A.03, Subdivision 16, Minnesota Statutes.
- 4.2 In case any employee violates this Article, the Union shall immediately notify such employee in writing to cease such action and instruct him/her to return to his/her

normal duties. Any employee who violates any provision of this Article may be discharged or otherwise disciplined.

## **ARTICLE V. EMPLOYER AUTHORITY**

- 5.1 It is recognized that, except as expressly stated herein, the City shall retain whatever rights and authority necessary for it to operate and direct the affairs of the Police Department in all its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the department; to determine the methods, means organization, the number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods and services should be made or purchased; to hire, demote, suspend, discipline, discharge, or relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment or facilities; the employer specifically retains the sole right to sub-contract for any or all of its manpower needs at any time.
- 5.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the City, the adoption of policies, rules and regulations, and practice in furtherance thereof, and the use of judgment in connection therewith shall not be the subject of any grievance or arbitration proceeding except as specifically provided for in this agreement.

## **ARTICLE VI. UNION SECURITY**

- 6.1 The Employer agrees to deduct from the wages of each Union member, upon written authorization of the employee, an amount equal to the regular dues of the Union, such deduction to be divided equally and taken from the first two pay periods each month, and to monthly transmit to the appropriate designated officer of the Union the total amount so deducted together with a list of the names of the employees from whose pay deductions were made.
- 6.2 The Union may designate two (2) employees from the bargaining unit to act as Union Stewards. The Employer agrees to recognize the designated Union Stewards.
- 6.3 The Employer shall make space available on the employee bulletin board for posting Union notices and announcements.
- 6.4 Non-employee representatives of the Union shall be permitted to come on the premises of the Employer at reasonable times for the purposes of investigating and discussing grievances, provided the Union representative does not interfere with the work of the employee.



- 6.5 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

## **ARTICLE VII EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE**

- 7.1 **DEFINITIONS OF A GRIEVANCE:** A grievance is defined as a dispute as to the interpretation or application of the specific terms and conditions of this Agreement.
- 7.2 **UNION REPRESENTATIVES:** The Employer will recognize representatives designated by the Union as the grievance representative of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the name of such Union representative and of his/her successor when so designated.
- 7.3 **PROCESSING OF A GRIEVANCE:** It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours.
- 7.4 **PROCEDURE:** Grievance as defined in Section 7.1, shall be resolved in conformance with the following procedure:

**STEP 1.** An employee claiming a violation concerning the interpretation or application of this Agreement shall within fourteen (14) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer. The Employer- designated representative will discuss and give answer to such Step 1 grievance within ten (10) calendar days after receipt.

A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Employer designated representative's final answer in Step 1.

Any grievance not appealed in writing to Step 2 by the Union within ten (10) days shall be considered waived.

- STEP 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.
- STEP 2A. If the grievance is not resolved at Step 2 of the grievance procedure, the parties, by mutual agreement, may submit the matter to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves timelines for Step 2 of the grievance procedure.
- STEP 3. A grievance unresolved in Step 2 and appealed to Step 3 by the Union shall be submitted to arbitration subject to the provisions of the PELRA, as amended. The selection of an arbitrator shall be made in accordance with the rules established by the Bureau of Mediation Services.

#### 7.5 ARBITRATOR'S AUTHORITY

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If

both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

- 7.6 **WAIVER:** If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.

If the time limit specified in this Article falls on a Saturday, Sunday or holiday, the time limit for filing is extended to the next working day.

## **ARTICLE VIII. DISCIPLINE**

- 8.1 The Employer will discipline employees for just cause only. Discipline will be in one (1) or more of the following forms:
- 1) Oral reprimand;
  - 2) Written reprimand;
  - 3) Suspension;
  - 4) Demotion; or
  - 5) Discharge
- 8.2 Suspensions, demotions and discharges will be in written form.
- 8.3 Written reprimands, notices of suspension and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by the signature of the employee. Employees and the Union will receive a copy of such reprimands and/or notices. Disciplinary matters contained in an employee's personnel file shall be reviewed by the City Administrator and the employee every twenty-four (24) months to determine whether a disciplinary matter should be removed from the employee's file. The decision regarding whether or not to remove a disciplinary matter shall be within the sole discretion of the City Administrator and the Administrator's decision shall not be the subject of a grievance.
- 8.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 8.5 Grievances relating to this Article shall be initiated by the Union in Step 2 of the grievance procedure under Section 7.4.

- 8.6 Prior to any vote by the City Council to eliminate any full-time position held by any employee covered by this agreement, the City Council shall be required to make bone fide findings of fact that either the functions delineated in the job description of the position are unnecessary, not in the public interest, or that the functions can be more efficiently and effectively performed by another member of the staff. The City Council shall also review the results of an external salary study to determine impact and the proposed distribution of job responsibilities and the effect on the pay scale and position points.

## **ARTICLE IX. HOURS OF WORK**

- 9.1 The Employer is the sole authority in establishing work schedules.
- 9.2 The normal work day shall consist of consecutive hours of eight (8) hours up to and including twelve (12) hours.
- 9.3 The normal work week shall consist of an average of forty (40) hours per week in any four (4) week period.
- 9.4 The normal work year consists of two thousand and eighty hours (2,080) to be accounted for by each employee through:
- a) hours worked on assigned shifts;
  - b) holidays;
  - c) assigned training;
  - d) authorized leave time.

## **ARTICLE X. OVERTIME**

- 10.1 Hours of work in excess of an average of forty (40) hours per week in any four (4) week period, shall be paid for at the rate of one and one-half (1½) times the employee's regular straight-time rate of pay.

Changes of shifts do not qualify an employee for overtime under this Article.

- 10.2 Overtime will be calculated to the nearest fifteen (15) minutes.
- 10.3 Employees have the obligation to work overtime if requested by the Employer.
- 10.4 Employees may be paid for overtime worked in accordance with Section 10.1 or be allowed to accumulate compensatory time in accordance with Section 10.1 at the discretion of the Employer. Accrual and use of compensatory time off shall be subject to the prior approval of the Employer. Accrual shall not exceed eighty (80) hours. Exempt employees shall not receive overtime pay.

## **ARTICLE XI. INJURY ON DUTY**

- 11.1 An employee who is injured in the performance of the employee's job duties, who is eligible to receive Workers' Compensation benefits, may at the employee's discretion (provided a doctor's certificate is filed with the City Administrator stating that the employee is not able to return to work) receive a supplement to the Workers' Compensation benefits as follows:
- 11.2 An employee working with clients or residents, who in the ordinary course of employment as a police officer for the City of Kasson while acting in a reasonable and prudent manner and in compliance with the established rules and procedures of the City of Kasson, incurs a disabling injury stemming from the aggressive and/or intentional and overt act or consequences of such act of a client or resident, shall receive compensation in an amount equal to the difference between the employee's base pay rate and benefits paid under workers' compensation, if any, for a period not to exceed ninety (90) calendar days.
- 11.3 The employee (except those as defined in 11.2 above) shall retain the Workers' Compensation benefits and shall receive from the Employer a supplement to be deducted from earned accrued sick leave, earned accrued vacation leave and accrued compensatory time off, provided that the employee has such leave available for a period not to exceed ninety (90) days. At such time the supplement shall cease and the employee shall receive only the Workers' Compensation benefits.
- 11.4 The amount to be deducted from the employee's earned accrued sick leave, earned accrued vacation leave and accrued compensatory time shall be the difference between the Workers' Compensation benefits and compensation for the employee's normal work day or work week.
- 11.5 Under no circumstances shall an employee, who receives Workers' Compensation benefits and the supplements noted in 11.2 and 11.3, receive compensation which is in excess of the employee's normal work day or normal work week or which exceeds their normal net wages they received at the time of the injury, providing all wages and deductions remain the same.

## **ARTICLE XII. VACATION LEAVES**

- 12.1 a. Eligibility: Employees shall accrue paid vacation at the regular rate of pay on a pro-rate of pay on a pro-rata basis for actual hours worked. Only time actually worked while the employee is so classified shall count toward vacation eligibility and benefits.

Employees regularly scheduled to work less than thirty (30) hours per week shall not be eligible for vacation benefits.

- b. Amount of Vacation Allowed: Eligible employees beginning one through two (1-2) years consecutive full-time service shall earn vacation leave at the rate of 3.08 hours per pay period of eligible service.

Each eligible employee beginning three through seven (3-7) years consecutive full-time service shall earn vacation leave at the rate of 4.62 hours per pay period of eligible service.

Each eligible employee beginning eight through eleven (8-11) years of consecutive full-time service shall earn vacation leave at the rate of 5.54 hours per pay period of eligible service.

Each eligible employee beginning twelve through fifteen (12-15) years of consecutive full-time service shall earn vacation leave at the rate of 6.46 hours per pay period of eligible service.

Each eligible employee beginning sixteen (16) plus years of consecutive full-time service shall earn vacation leave at the rate of 7.39 hours per pay period of eligible service.

Beginning 1 thru 2 consecutive years	3.08 hours per pay period (10 days)
Beginning 3 thru 7 consecutive years	4.62 hours per pay period (15 days)
Beginning 8 thru 11 consecutive years	5.54 hours per pay period (18 days)
Beginning 12 thru 15 consecutive years	6.46 hours per pay period (21 days)
Beginning 16+years consecutive full-time service	7.39 hours per pay period (24 days)

- c. Other Terms and Conditions: New employees earn vacation benefits from the start of their employment, but may not use vacation until the completion of six (6) months of employment.

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

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

- d. Accrual: An employee may accrue vacation leave to a maximum of one and one-half (1½) times the vacation leave earned by the employee in the year.

Four (4) or more continuous weeks of vacation may be taken only if efficient operation of the department can be continued and must be approved by the City Council.

- e. Requests: On a regular basis, the City Administrator shall consult with the employees eligible for vacation to determine the vacation schedule for the department. Employees requesting vacation time shall submit such request in writing at least ten (10) days in advance to the department supervisor.

If more than one employee in a given office requests vacation time for the same period, requests shall be considered by the City Administrator and vacation shall be granted on the basis of seniority. Requests for vacation time shall not be granted if the employee's absence may impair the efficiency of the Police Department.

- f. Waiving Vacation Period: Employees shall not be permitted to waive vacation time for the purpose of receiving double pay.

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

- g. Terminal Vacation: When an employee has successfully completed his/her probationary period and has given proper notice or when an employee is laid off or retires, he/she shall be paid for vacation time accrued and unused to the date of separation.

### **ARTICLE XIII. SICK LEAVE**

- 13.1 a. Eligibility: Employees working more than twenty (20) hours per week shall be eligible for sick leave grants. In the case of regular part-time employees, grants shall be made on a pro-rated basis directly proportionate to the number of hours worked.

Employees classified as probationary, temporary part-time, and seasonal will not be eligible for sick leave. In the case of probationary employees, sick leave benefits shall accrue during the probationary period, but shall not be used during that time period, except as allowed in paragraph 13.1b.

- b. When granted: Sick leave with pay will be granted for a bona fide personal illness, medical examination, medical treatment, legal quarantine, or in case of a work-connected injury.

When an employee is eligible for Workers' Compensation payments from the City, he/she may supplement these payments with a pro-rated portion of his/her regular pay so that the combination of the two will equal his/her regular pay for the period.

- c. Funeral Leave: In the event of death of a member of the immediate family, funeral leave may be taken for the actual time required, not to exceed three



(3) work days, except with the approval of the department supervisor. However, in the case of a spouse or child, up to forty (40) hours per incident may be granted. "Immediate family" shall mean spouse, children, parents, grandparents, grandchildren, siblings, or spouse's immediate family. Employees are also granted eight (8) hours within a 12 month period of funeral leave to be used for funerals not involving immediate family members with the approval of the employee's department supervisor. These hours are deducted from the employee's sick leave account.

No sick leave shall be granted to an employee during the first six (6) months of his/her employment, but leave shall accrue from the start of said employment and may be used after the completion of six (6) months of service.

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

A doctor's verification of illness or ability to return to work may be required after an employee has been absent for three (3) days on sick leave. If employees have been incapacitated for a major portion of the leave time taken, they may be required to provide to their respective department supervisor, evidence of being physically, mentally and emotionally able to perform their duties upon returning to work.

- e. Accrual: 3.39 hours of earned sick leave shall be granted for each pay period of employment or major fraction thereof. Unused sick leave shall accrue and there shall be a maximum accumulation of one thousand, (1,000) hours for employees hired prior to January 1, 1999. Employees hired on or after January 1, 1999 shall be allowed to have a maximum accumulation of 600 hours of sick leave. Additions to or deductions from each employee's sick leave account shall be made monthly. Only days which the employee would normally have worked will be charged against his/her sick leave account.

- f. Exclusions: The following situations are excluded from sick leave benefits:

- 1. When holidays occur during an employee's sick leave.
- 2. After termination of employment.

- 13.2 a. Court and Jury Duty Leave: After notice to department supervisor, an employee shall be granted leave with pay for:

- 1. Service upon a jury.



2. Appearance before a court, legislative committee or other judicial or response to a subpoena or other direction by proper authority.

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

Any absence, whether voluntary or in response to a legal order to appear and testify in private litigation, not as an employee of the City but as an individual, shall be taken as annual leave, as leave of absence without pay, or as a deduction from authorized accumulated overtime.

If an employee who is on jury duty or is appearing as a witness in accordance with Section 2 of Article 13.2 is released prior to the end of the employee's scheduled duty shift, the employee will return to his/her scheduled duty when released.

- 13.3 An employee who fails to report for work or to call in to notify his/her supervisor for three (3) work days shall be considered to have voluntarily resigned.
- 13.4 Post Retirement Policy on Unused Sick Leave: See attached Exhibit B.

#### **ARTICLE XIV. HOLIDAYS**

- 14.1 All employees shall receive the following paid holidays:

New Year's Day	-	January 1
Martin Luther King Day	-	3 <sup>rd</sup> Monday in January
Presidents' Day	-	3 <sup>rd</sup> Monday in February
Memorial Day	-	last Monday in May
4 <sup>th</sup> of July	-	(Independence Day)
Labor Day	-	1 <sup>st</sup> Monday in September
Veteran's Day	-	November 11 <sup>th</sup>
Thanksgiving Day	-	4 <sup>th</sup> Thursday in November
Day after Thanksgiving		
Christmas Day		

- 14.2 Holiday Pay: An employee scheduled to work on a holiday shall receive the following:  
  
Time and one-half (1½) the employee's regular rate of pay for all hours worked on the holiday.
- 14.3 Holidays occurring during any paid leave, shall not be charged to the time the employee has taken on paid leave.

- 14.4 All regular employees working one-half (½) time are eligible for holidays at their regular rate of pay on a pro-rata basis.
- 14.5 Full time non-exempt employees shall receive 50 hours holiday pay the first pay period in July as paid or compensatory time added to their bank and 50 hours holiday pay the first pay period in December as paid or compensatory time added to their bank regardless of daily shift hours. Employees who are separated from City employment during the calendar year shall have their holiday check prorated at the time of separation. Part time employees shall receive pro-rated holiday pay based on their hours of work.

#### **ARTICLE XV. PROBATIONARY PERIOD AND SENIORITY**

- 15.1 All newly hired or rehired employees shall serve a probationary period. During the probationary period newly hired or rehired employees may be terminated at the sole discretion of the Employer.
- 15.2 Vacation and sick leave benefits shall be earned, but may not be used by newly hired or rehired employees during the first six (6) months of their probationary period.
- 15.3 Upon completion of the probationary period, employees shall become regular employees within the meaning of this Agreement.
- 15.4 A reduction of work force will be accomplished on the basis of seniority. Employees shall be recalled from layoff on the basis of seniority. An employee on layoff shall have an opportunity to return to work within nine (9) months of the time of his/her layoff before any new employee is hired; except that any employee on layoff who is notified by registered mail to return to work and fails to do so within ten (10) work days shall be considered to have voluntarily terminated employment with the Employer.
- 15.5 Management shall have the prerogative of deciding when there is an opening in the bargaining unit. When an opening occurs that might involve a lateral transfer or a promotion within the positions covered by this agreement, notice shall be posted on the union bulletin board for a minimum of five (5) working days. Within thirty (30) working days after the close of the posting, management must promote or transfer an employee to this vacant position if a qualified employee, as determined by management, has applied for the position. Qualifications that will be considered (although not exclusively) will include department seniority, experience and training.

## **ARTICLE XVI. INSURANCE**

- 16.1 The City agrees to continue, during the term of this Agreement, to provide those insurance benefits that are currently available to all employees covered by this Agreement. That benefit level is: 100% of accidental death and dismemberment, life insurance, short-term and long-term disability insurance; and 90% of single health insurance premium and 80% of family health insurance premium. All new full-time hires are required to enroll in a VEBA or HSA Health Plan. Furthermore, the City agrees to advise the Union of any changes proposed in the insurance benefits during the term of this Agreement.

Effective January 1, 2018, the City will provide the 3375/6750 Aware network plan. The City will contribute the value of 20% of the employee's deductible to the VEBA/HSA.

- 16.2 Full-time salaried employees and regular part-time employees who are regularly scheduled to work thirty (30) hours or more per week on a year-round basis under the classified plan shall be eligible to be included in, and covered by the City's group insurance program. Coverage as to a new employee shall commence on the first day of the month following the beginning of employment.
- 16.3 In the event that an otherwise eligible terminated employee elects not to continue coverage, coverage as to said employee and his dependents shall terminate on the last day of the month in which the employee is terminated.
- 16.4 Insurance Committee Meetings: The Union shall designate a representative to be on an Insurance Committee to represent the Police Department for any necessary Insurance meetings.

## **ARTICLE XVII. PRE-EMPLOYMENT PHYSICAL**

A pre-employment physical shall be mandatory at the City's expense.

## **ARTICLE XVIII. UNIFORMS**

- 18.1 Initial Allowance: The Employer agrees to provide each new employee with a complete uniform set and all necessary equipment needed to carry out the required duties of a Police Officer for the City of Kasson. All uniforms shall conform with Minnesota State Statute 626.88. The minimum provided shall consist of three (3) summer and three (3) winter uniform shirts, three (3) uniform trousers, 2 ties, one (1) summer and one (1) winter jacket, one (1) pair winter safety boots and one (1) pair summer safety boots, along with necessary headgear. All badges, insignia, patches, official police identification and other required equipment shall be provided by the City. The City shall also provide the officer's uniform duty belt, handcuffs and required holsters and accessories.

- 18.2 The Employer shall provide the duty weapon, make, model, and caliber shall be subject to approval of the City Administrator. Official duty ammunition and ammunition utilized for POST required qualification shall be provided by the Employer.
- 18.3 Upon approval by the City Administrator, employees shall be reimbursed for safety boots when boots are worn out and no longer protect the employee. The Investigator and School Resource Officer shall receive an allotment up to five hundred dollars (\$500.00) per year as a clothing allowance which shall be disbursed on a reimbursement basis when receipts are submitted for qualified purchases. Part-time employees shall receive an allotment based on a pro-rated basis. All equipment and uniforms issued and purchased by the City of Kasson are the property of the City and shall be returned in the event of separation of employment.
- 18.5 Damaged Property: The Employer agrees to replace all clothing, equipment, and/or personal property damaged or destroyed in the line of duty at no cost to the employee.

#### **ARTICLE XIX. COURT TIME**

- 19.1 Any employee (part-time or full time) who is required to appear in Court during his/her scheduled off duty time shall receive pay at one and one-half (1½) times the employee's base rate of pay. The officer shall be paid for court time from the time the officer leaves his/her home destined for the courthouse to the time the officer returns home from the courthouse. An employee shall receive a minimum of two (2) hours pay for court time.

#### **ARTICLE XX. CALL BACK TIME AND STANDBY**

- 20.1 Any employee (part-time or full time) who is called to duty during his/her scheduled off-duty time shall receive pay at one and one-half (1½) times the employee's base rate of pay. The officer shall be paid for call back time from the time the officer leaves his/her home due to the call back to the time the officer returns home from the call back. Officers shall be paid a minimum of two hours at one and one-half (1½) times the employee's base rate of pay for call back time.

#### **ARTICLE XXI. CONSTITUTIONAL PROTECTION**

Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitutions.

#### **ARTICLE XXII. WAGES** See attached Exhibit A.

#### **ARTICLE XXIII. TRAINING AND LICENSES**

23.1 Training and Licenses: Employees shall be reimbursed for expenses incurred relative to approved training required to maintain P.O.S.T. licensure. The City shall pay all costs incurred for the P.O.S.T. Licenses.

23.2 Employees shall submit requests for such training to the City Administrator, or the designee, for prior approval. Such requests shall contain a description of the course, credits allowed, and an itemized statement of expenses. Allowable expenses are as follows:

1. Full cost for tuition and fees;
2. Books, if required;
3. Mileage and meals;
4. Motel or hotel, if the distance and length of course required staying overnight

#### **ARTICLE XXIV. SAVINGS CLAUSE**

This Agreement is subject to the laws of the United States, the State of Minnesota, and the City of Kasson, in the event any provision of this Agreement shall be held to be contrary to the law by a court of competent jurisdiction from whose final decree or judgment no appeal has been taken within the time limit provided, such provision shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

#### **ARTICLE XXV. MILEAGE**

Employees are not required to use their personal vehicles in performance of law enforcement duties. Under no circumstances will employees receive mileage reimbursement for traveling to and from their assigned work location.

#### **ARTICLE XXVI. WAIVER**

26.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

26.2 The parties mutually acknowledge that during the negotiations which results in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understanding arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement.

The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement.

## **ARTICLE XXVII. DURATION OF AGREEMENT**

This Agreement shall remain in effect beginning January 1, 2018 through the 31<sup>st</sup> day of December 2019.

## **ARTICLE XXVIII. ON CALL REOPENER CLAUSE**

If during the term of this agreement it is determined by management that it is necessary to place employees covered by this agreement either on call or to require them to be on pager standby, the Union and the City mutually agree to open the contract for the purpose of discussing only these working conditions.

IN WITNESS HEREOF, the parties hereto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**City of Kasson, MN**

**Minnesota Public Employees Association**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
BUSINESS AGENT

\_\_\_\_\_  
STEWARD

\_\_\_\_\_  
CITY ADMINISTRATOR

\_\_\_\_\_  
STEWARD

## Exhibit A - Hourly Wage Rates

Effective 1/1/2018 – a 2.5% general wage increase

Effective 1/1/2019 – a 2.5% general wage increase

2018	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Grade 10	\$ 25.25	\$ 26.08	\$ 26.90	\$ 27.79	\$ 28.68	\$ 29.61	\$ 30.58
Grade 12							
Grade 16	\$ 37.89	\$ 39.11	\$ 40.38	\$ 41.71	\$ 43.05	\$ 44.45	\$ 45.90
2019	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Grade 10	\$ 25.88	\$ 26.73	\$ 27.57	\$ 28.48	\$ 29.40	\$ 30.35	\$ 31.34
Grade 12							
Grade 16	\$ 38.83	\$ 40.09	\$ 41.39	\$ 42.75	\$ 44.13	\$ 45.57	\$ 47.04

Police Officer: Grade 10

Sergeant/Investigator/SRO: Grade 12

Chief: Grade 16

Effective 1/1/2018:

- Existing Sergeants moved into Grade 12 will be moved to Step 5.
- Existing Investigator moved into Grade 12 will be moved to Step 5.
- Existing SRO moved into Grade 12 will be moved to Step 2.

## **EXHIBIT B**

### **POST RETIREMENT POLICY ON UNUSED SICK LEAVE**

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

A. Employee has completed:

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

This employee shall have the first 300 hours accumulated converted on a 2 to 1 formula. The dollar value of accumulated sick leave hours (base 300 hours) will be equal to one-half ( $\frac{1}{2}$ ) of the hours at the time of qualifications multiplied by the employee's hourly rate of pay at the time of qualification.

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

The total dollars available based on the formulas as described above shall be deposited in the insurance program provided by the City for the sole purpose of paying medical related expenses.

B. Employee has completed:

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

This employee shall have the first 450 hours accumulated converted on a 2 to 1 formula. The dollar value of accumulated sick leave hours (based 450 hours) shall be equal to one-half ( $\frac{1}{2}$ ) of the hours of the time of qualifications, multiplied by the employee's hourly rate of pay at the time of qualifications.

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



The total dollars available based on the formula as described above shall be deposited in the insurance program provided by the City for the sole purpose of paying medical related expenses.

C. Employee has completed:

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

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

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

The total dollars available based on the formula as described above shall be deposited in the insurance program provided by the City for the sole purpose of paying medical related expenses.

- D. Employees who do not meet the minimum number of accumulated hours in the program: 00 - 400 hours for 10 - 14 years; 400 - 500 hours for 15 - 19 years; 500 - 600 hours for 20 or more years, shall not be eligible to receive any payment for unused sick leave.
- E. All monies earned as a result of this unused sick leave program must be used to pay medical related expenses per the program provided by the City of Kasson. No monies shall be paid directly to the qualified employee.

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF KASSON, MN  
AND  
MINNESOTA PUBLIC EMPLOYEES ASSOCIATION

This Agreement is entered into between the Minnesota Public Employees Association (Union) and the City of Kasson, MN (Employer);

Whereas, Minnesota Public Employees Association is the exclusive representative for the City of Kasson Police bargaining unit;

Whereas, the parties have negotiated and agreed upon the following terms and conditions of employment for the bargaining unit employees and wish to further specify the agreed terms and conditions of employment as follows:

**Military Service:** Employees fulfilling an obligation (such as National Guard) to the U.S. Military that requires time away from work for the City of Kasson may elect to use sick leave for 50% of the time required to fulfill the obligation, provided employee has sick leave available.

**Shift Differential:** Shall be \$1.50 per hour. If a majority of hours (50%+) of an employee's shift is between the hours of 9:00 P.M. and 7:00 A.M., shift differential shall be paid for the entire shift.

**K-9 Unit:** K-9 officers shall be compensated \$115.36 per pay period for active duty K-9 care.

**Salary Study:** The City of Kasson shall conduct a salary study beginning January 1, 2016 for all classes and grades of positions within the City of Kasson.

LETTER OF UNDERSTANDING  
BETWEEN  
THE CITY OF KASSON, MN  
AND  
MINNESOTA PUBLIC EMPLOYEES ASSOCIATION

January 1, 2018

This letter recognizes the current Police Chief of the City of Kasson as included in the bargaining unit certified by the Bureau of Mediation Services, as described by Article 2.1 of the Collective Bargaining Agreement.

The position of Police Chief will be separated from the bargaining unit upon the separation of the current Police Chief.

**LABOR AGREEMENT BETWEEN**

**CITY OF KASSON, MINNESOTA**

**AND THE**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS**

**LOCAL UNION 949**

**JANUARY 1, 2018 through DECEMBER 31, 2019**

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## **ARTICLE I**

### **PURPOSE**

1.1 This agreement made and entered into this 1<sup>st</sup> day of January 2018 by and between the City of Kasson, Minnesota, its successors or assigns, hereinafter sometimes referred to as EMPLOYER or MANAGEMENT, and the International Brotherhood of Electrical Workers, Local 949, hereinafter referred to as the UNION.

1.2 The purpose of this Agreement is to achieve and maintain harmonious relation between the City and employees covered by this Agreement; to provide an equitable and orderly procedure for resolving differences and to establish terms and conditions of employment as defined in Minnesota Statute. The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the City by the statutes of the State of Minnesota.

## **ARTICLE II**

### **RECOGNITION**

2.1 The EMPLOYER recognizes the UNION as the exclusive representative of an appropriate bargaining unit consisting of:

All employees of the Public Works Department (Street, Electric, Water-Wastewater, and Park-Recreation, Ice Arena), of the City of Kasson, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory, confidential, office-Clerical, and all other employees.

## **ARTICLE III**

### **TERM OF AGREEMENT**

3.1 This Agreement shall be in effect as of January 1, 2018 and shall remain in effect until December 31, 2019 and from year to year thereafter, unless either party shall notify the other in writing by May 1<sup>st</sup> of its desire to modify or terminate their agreement.

## **ARTICLE IV**

### **MANAGEMENT RIGHTS**

4.1 It is recognized that, except as expressly stated herein, the City shall retain whatever rights and authority necessary for it to operate and direct the affairs of the Public

Works Department in all its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct, and control all the operations and services of the department; to determine the methods, means, organization, the number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, demote, suspend, discipline, discharge, or relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment, or facilities.

4.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the City, the adoption of policies, rules and regulations, and practice in furtherance thereof, and the use of judgment in connection therewith shall not be the subject of any grievance or arbitration proceeding except as specifically provided for in this Agreement.

## **ARTICLE V**

### **RULES AND REGULATIONS**

5.1 It is understood that the City has the right and discretion to establish, revise and rescind reasonable rules and regulations. The Union agrees that all the members of the bargaining unit shall comply with all City rules and regulation, including those relating to conduct and work performance.

5.2 In the event of a conflict between a provision in this Agreement and any rule or regulation established by the City (insofar as said rule or regulation affects employees covered by this Agreement), the provision of this Agreement shall control.

## **ARTICLE VI**

### **CONTRACTING**

6.1 Nothing shall prohibit the employer from contracting out work normally performed by the bargaining unit in so far as no employees shall suffer a reduction of hours or layoff.

## **ARTICLE VII**

### **EMPLOYEE RIGHTS**

7.1 The Employer agrees that there shall be no intimidation, coercion, or discrimination against any of the employees covered by this Agreement because of their activities in the Union.



7.2 The Union may accept as members all regular employees of the Employer within the bargaining unit covered by this Agreement who have served a six month probationary period of employment; and the Union further agrees not to discriminate against any employee on any basis prohibited by law and the Union further agrees that there will be no intimidation or coercion against employees not covered by this Agreement because of non-membership in the Union

7.3 Authorized representatives of the Union who may wish to visit a plant or job during working hours, where work under this Agreement is being performed, may do so by obtaining approval from the City Administrator or his/her designee but must not hinder or interfere with the progress of the work.

7.4 The Employer agrees, without cost to the Union, to deduct from the pay each month, the Union membership dues from the wages of those employees within the bargaining unit who give the Employer written authorization to do so in the form and manner required by law. The Employer agrees that it will promptly remit such deductions to the Financial Secretary of the Union, and in this connection the Union guarantees the validity and legality of such authorizations for deductions and will indemnify and save the Employer harmless for any such deductions made and remitted.

## **ARTICLE VIII**

### **NO STRIKE**

8.1 In accordance with Minn. Stats. §179A.64 and amendments thereto, neither the Union, its officers or agent, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support, or suggest any strikes, picketing, slowdowns, mass absenteeism, mass use of sick leave, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful, and proper performance of the duties of employment. In the event that any employee(s) violates this article, the Union shall immediately notify any such employee(s) in writing, to cease and desist from such action and shall immediately take all reasonable action necessary to return such employee(s) to their normal duties.

8.2 Neither party will permit, encourage, or take part in any lockout, strike, work stoppage, walkout, or other interruption of the public service.

## **ARTICLE IX**

### **GRIEVANCE PROCEDURE**

9.1 A grievance is defined as a complaint raised by an employee against the Employer or a complaint raised by the Employer against the Union involving the interpretation or application of a specific provision of this Agreement, or a claim by an employee that the Employer has taken disciplinary action without just cause.

STEP 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall within five (5) working days after such alleged violation has occurred, present such grievance to the Public Works Director. The Public Works Director will discuss and give answer to such Step 1 grievance within five (5) calendar days after receipt.

A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within five (5) working days after the Public Works Director's final answer in Step 1.

Any grievance not appealed in writing to Step 2 by the Union within five (5) days shall be considered waived.

STEP 2. If appealed, the written grievance shall be presented by the Union and discussed with the City Administrator. The City Administrator shall give the Union the Employer's Step 2 answer in writing within ten (10) working days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) working days following the City Administrator's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

STEP 3. In the event the grievance is not settled at Step 2, either the Union or Management may request the services of a mediator through the State of Minnesota Bureau of Mediation Services, within five (5) working days of the General Manager's response. In the event neither party request mediation within the five (5) days, the grievance may proceed to arbitration.

STEP 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the PELRA, as amended. The selection of an arbitrator shall be made in accordance with the rules established by the Bureau of Mediation Services.

## 9.2 ARBITRATOR'S AUTHORITY:

9.2.a The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.

9.2.b The arbitrator shall be without power to made decisions contrary to or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

9.2.c The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

9.3 WAIVER:

9.3.a If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.

9.3.b If the time limit specified in this Article falls on a Saturday, Sunday or holiday, the time limit for filing is extended to the next working day.

## **ARTICLE X**

### **HOURS OF WORK**

10.1 The normal workweek for all employees shall be five (5) consecutive eight (8) hour days, commencing on Monday and ending on Friday, for a total of forty (40) hours per week. The regular hours of employment for all employees shall be from 7:00 am to 3:30 pm with half-hour intermission for lunch, or as otherwise mutually agreed upon. One employee per month may be assigned to disconnect/reconnect meters which may require deviation from regularly scheduled hours of employment. Additional shifts or workweeks consisting of five (5) consecutive days for a total of forty (40) hours per week may be established based on the demonstrated needs of the service.

10.2 Employees covered by this Agreement shall receive a fifteen (15) minute rest period during each four (4) hour shift. The rest period shall be granted near the middle of each four (4) hour shift whenever this is feasible. During work beyond the normal eight (8) hour day, employees shall receive their breaks in the same intervals as described above.

10.3 Any work performed in excess of forty (40) hours in any one (1) week, or work performed on days not regularly scheduled shall be considered overtime and shall be paid for at the rate of one and one-half (1 ½) times the regular hourly rate pay. Vacation, holidays and bona-fide paid sick leave shall be considered time worked for the purposes of computing overtime. Employees shall not be required to take time off for overtime work.

Exception: Department Supervisors or their designee who are required as part of their job responsibilities to attend a meeting of a board/commission shall be required to take

time off with in the same week as the scheduled meeting for actual hours required to attend.

10.4 Overtime hours, those worked in excess of forty (40) per week, may be paid in compensatory time off at a rate of 1 ½ hours for each hour worked. Compensatory time shall be authorized only by mutual consent of the City and the employee covered by this Agreement. Compensatory time shall be used up as time off as soon as it is practical and subject to mutual agreement by the employee and the Public Works Director. Not more than eighty (80) hours of compensatory time shall be carried forward from the end of any pay period or one (1) calendar year to the next.

10.5 The employees agree to accept planned or scheduled overtime assignments. Further, employees agree to accept all emergency overtime assignments, when life, property or service to the public is jeopardized.

10.6 When employee(s) are assigned by the employer to perform specific duties on a regularly scheduled basis on Saturday and Sunday in the wells and wastewater divisions, weekend compensation shall be for eight (8) hours straight time pay as part of the employee's regularly scheduled forty (40) hour work week at the discretion of the Public Works Director.

6(a) When employee(s) are assigned by the employer to perform specific duties on a regularly scheduled basis on a Holiday in the wells and wastewater divisions, employees shall be compensated for eight (8) hours Holiday pay and shall receive four (4) hours at the rate of one and one-half (1 ½) times their regular hourly rate of pay. Employees may elect to receive compensation in the form of compensatory time off in lieu of payment.

10.7 A minimum of two (2) hours pay from the time the employee arrives at the assigned normal work station at overtime rate shall be allowed to all employees called back for non-scheduled work after having been released from the regular days' work. If an employee is released prior to the expiration of the two (2) hours call-back minimum, they may be subject to recall within the same two (2) hour period, without call back compensation.

10.8 When employee(s) are assigned by the employer to perform specific emergency ice/snow related duties outside of regularly scheduled work hours, employees shall be compensated at the rate of one and one-half the employees base rate of pay for all hours worked in excess of their regularly scheduled work day, and may be paid in compensatory time off at a rate of 1 ½ hours for each hour worked, with the agreement employees may be released from work by the employer after snow removal duties have been completed. Employees may use vacation to fill out the remaining workday to achieve a forty (40) hour work week.

10.9 When it is necessary to perform work after regularly scheduled hours of work in any particular department, employees from that department will be assigned the work prior to assigning employees from any other department.

10.10 **On-Call:** One (1) electric, one (1) water/wastewater employee and one (1) Park/Rec employee during the period the Aquatic Center is open shall be scheduled for on-call duty and compensated according to Appendix E.

10.11 The Ice Arena/Parks Employee is a shared position between the Dodge County Ice Arena and the Kasson Park Department. The employee shall work a flexible schedule which shall include a work week of Tuesday through Saturday for the months of November through April. The majority of employees' work shall be at the Ice Arena during this time period and may include some night time, weekend or holiday work. During May through October, employees shall work regular hours of 7:00 to 4:30 Monday through Friday.

## **ARTICLE XI**

### **SENIORITY**

11.1 Seniority shall mean an employee's length of employment time, and may be the basis of determining various employee benefits and preferences. Only continuous employment time shall count toward seniority. Seasonal or temporary work shall not count toward seniority. Authorized leaves of absence as well as lay-off for periods less than 365 calendar days shall be deemed continuous employment and shall not result in loss of seniority. Whenever an employee is re-employed following termination of his employment, his/her seniority date shall be the date of re-employment and all benefits shall be based on this new seniority date. The types of seniority are as follows:

11.1.a Seniority as a City Employee shall be the determining factor for benefits that are based on total length of service, such as vacation and sick leave. Time with more than one City department may be used, provided there is no interruption in employment at the time the employee transfers from one department to another.

11.1.b Seniority in the bargaining unit will be determined when filling vacancies in higher paying jobs. These vacancies may be filled by lower paid employees in accordance with their bargaining unit seniority provided the employee seeking the higher paying job is qualified to perform the duties of the job. Qualifications will be determined by the Director of Public Works or his/her designee, for recommendation for approval by the City Council.

11.1.c Seniority in a job classification will be determined in the event of layoff. Layoffs shall be effective by first laying off probationary, part-time and temporary employees. The last employee hired in a job classification may be the first to be laid off, and the last employee laid off may be the first to be rehired. In the event of layoff, employees promoted from jobs have the right to resume lesser jobs for which they qualify in classifications and in which they have held regular status, providing they have more bargaining unit seniority than the workers they displace. An employee may exercise job classification seniority only in his/her bargaining unit.

11.2 A seniority list of bargaining unit employees shall be established each January.

11.3 Management shall have the prerogative of deciding when there is an opening in the bargaining unit. When an opening occurs within the positions covered by this agreement, it shall be posted on the Union bulletin board for a minimum of five (5) working days. Within thirty (30) working days after the close of the posting, management must award this vacant position to any qualified bargaining unit employee that has applied for the job, qualifications being equal, bargaining unit seniority shall prevail. The starting rate of pay for the employee shall be at least at the rate shown in the contract for the appropriate step which exists either current rate of pay or the new range.

11.4 Any employee awarded or bid into job vacancies shall be given thirty (30) calendar days to demonstrate their ability to meet the qualifications of the position and will be allowed within that time period to return to their prior position without loss of seniority or pay.

## **ARTICLE XII**

### **HEALTH AND SAFETY**

12.1 The Employer agrees to enforce all safety rules and to provide safety equipment and safe working conditions for its employees. Each employee agrees to become familiar with and adhere to all safety rules and to be aware of, know the use of, and properly use all safety equipment furnished to them by the Employer during their working hours. The Employer reserves the right to adopt or revise and enforce such safety rules as it deems necessary for the protection of its employees and property. The Employer agrees that, except in cases of emergency, it will present any proposed new or revised safety rules to the City Safety Committee for review and comment prior to the effective date of such rule.

12.2 The Employer shall furnish all coats, hats, boots, gloves, and all other necessary safety equipment for the protection of employees working on live equipment, and the employees shall use such protective equipment. All flame retardant clothing required by the employer shall be furnished at Employer expense. The City shall reimburse employees for worn-out safety shoes and clothing provided replacement is approved by the Public Works Director. All equipment, boots, and uniforms issued and purchased by the City of Kasson are the property of the City and shall be returned in the event of separation of employment.

12.3 The Employer shall not require employees to work out-of-doors continuously when weather conditions are determined by the Public Works Director to be detrimental to the health or safety of employees, unless such work is necessary to protect life or property or maintain service to the public.

## **ARTICLE XIII**

## **WAGES**

13.1 Wages shall be paid as described in Appendix A of this Agreement.

## **ARTICLE XIV**

### **HOLIDAYS**

14.1 Regular full-time employees shall receive 80 hours to be divided equally among the designated holidays throughout the year. The City shall observe the designated holidays by conducting no official business, excluding those departments required to maintain necessary operations.

Designated holidays are as follows:

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

14.2 Holidays falling on Sunday shall be observed on the following Monday by those employees working Monday through Friday. Holidays falling on Saturday shall be observed on the preceding Friday by such employees, with the exception of the New Year's Day Holiday, which shall be observed the following Monday or depending on work load as determined by the Public Works Director, may be used as a Floating Holiday in the same calendar year. During years in which Christmas Eve falls on a weekday a half (1/2) day shall be observed as a holiday. If Christmas Eve falls on a weekend no holiday shall be observed.

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

14.4 Holiday Pay: An employee, outside the wells and wastewater required work, scheduled to work on a holiday will be given a choice of two (2) options:

OPTION 1. The employee scheduled to work any of the holidays listed above shall be paid their regular wages, plus time and one-half (1½) his/her regular straight time hourly rate for all hours worked on said holiday.

OPTION 2. The employee scheduled to work any of the holidays listed above shall be paid at the rate of one and one-half (1½) times his/her regular straight time hourly rate for all hours worked on said holiday and shall receive a deferred holiday, paid at a straight time hourly rate, to be taken in a timely manner. All deferred holiday time taken shall be mutually agreeable to both the employee and the Public Works Director.

14.5 Holidays occurring during any paid leave, shall not be charged to the time the employee has taken on paid leave.

## **ARTICLE XV**

### **VACATION**

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

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

15.3 Amount of Vacation Allowed:

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

15.3.a Other Terms and Conditions: New employees shall earn vacation benefits from the start of their employment, but may not use vacation until the completion of their probationary period.



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

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

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

15.5 Requests: On a regular basis, the Public Works Director will consult with employees eligible for vacation to determine the vacation schedule for the department. Employees requesting vacation time shall submit such request in writing at least ten (10) days in advance to the Public Works Director. If more than one (1) employee in a given area requests vacation time for the same period, requests shall be considered by the Public Works Director and vacation shall be granted on the basis of seniority and/or other circumstances surrounding the situation. Requests for vacation time will not be granted if the employee's absence may impair the efficiency of the department.

15.5.a Waiving Vacation Period: Employees shall not be permitted to waive vacation time for the purpose of receiving double pay.

15.5.b Employees may use accumulated vacation time as an extension of sick leave, provided sick leave benefits have been exhausted, with the approval of the Public Works Director.

15.6 Terminal Vacation: When an employee has successfully completed his/her probationary period and has given proper notice or when an employee is laid off or retires, he/she shall be paid for vacation time accrued and unused to the date of separation.

## **ARTICLE XVI**

### **LEAVES OF ABSENCE**

16.1 Court and Jury Duty Leave: After notice to the Public Works Director, an employee shall be granted leave with pay for:

16.1.a Service upon a jury.

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

16.1.a.2 The employee shall turn over to the City any per diem payment received as a result of service on a jury or as a witness in the above listed actions. Money received as expenses shall be kept by the employee.

16.1.a.3 Any absence, whether voluntary or in response to a legal order to appear and testify in private litigation, not as an employee of the City but as an individual, shall be taken as a deduction from the employee's comp time account or from the employee's vacation account. If these accounts are exhausted this time can be taken as leave of absence without pay with the approval of the Public Works Director.

16.2. Funeral Leave. In the event of death of a member of the immediate family, funeral leave may be taken for the actual time required, not to exceed three (3) ***paid*** workdays, except with the approval of the department supervisor. However, in the case of a spouse or child, up to forty (40) hours per incident may be granted. "Immediate family" shall mean spouse, children, parents, grandparents, grandchildren, siblings or spouse's immediate family.

16.2.a. Employees may also be granted eight (8) hours within a 12 month period of Funeral Leave to be used for funerals not involving immediate family members with the approval of the Public Works Director. These hours are deducted from the sick leave account.

16.3. Special Leaves: Regular full-time and regular part-time employees may be granted a leave of absence without pay for periods not to exceed twelve (12) months. A written application must be submitted to the respective Public Works Director. Leaves may be granted at the recommendation of the Public Works Director and with the approval of the City Council. Leave agreements must be in writing and signed by the interested parties.

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

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

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

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

16.8 School Conference and Activity Leave: Employees who have worked for 12 consecutive months preceding the request and work an average of 20 or more hours per week during that period may take unpaid leave up to 16 hours per year to attend school conferences or classroom activities related to the employee's child, provided the conference or activity cannot be scheduled during non-work hours.

16.9 Terminal Leave: (See Terminal Vacation).

16.10 Family/Medical Leave of Absence. The Family/Medical Leave of Absence will be administered in accordance with applicable laws.

16.11 Military Leave of Absence. Military Leave of Absence will be administered in accordance with applicable laws.

16.12 Sick Leave:

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

16.12.b Employees classified as temporary, part-time (less than 20 hours per week) and seasonal will not be eligible for sick leave. Sick leave shall not be granted to an employee during the probationary period of his or her employment, but leave shall accrue from the start of said employment and may be used after the completion of the probationary period.

16.12.c When Granted: Sick leave with pay will be granted for a bona fide personal illness, medical examination, medical treatment, legal quarantine, in case of a work connected injury.

16.12.d Request For: When a request for sick leave is necessary, employees shall notify the Public Works Director at the earliest practicable time. Failure to make a diligent effort to give such notice may result in a payroll deduction for the time taken.

16.12.e Employees claiming sick leave for more than three (3) consecutive days may be required to file with the Public Works Director, competent written evidence that they have been absent as authorized for this purpose. (In the case of a serious illness of self or in the immediate family requiring the employee's attendance see the Family Medical Leave.)

16.12.f Accrual: 3.39 hours of earned sick leave shall be granted per pay period. Additions to or deductions from each employee's sick leave account shall be made each pay period. Only days which the employee would normally have worked will be charged against his or her sick leave account. For employees hired before January 1, 1999, unused sick leave shall be allowed to have a maximum accumulation of 1,000 hours. Employees hired on or after January 1, 1999 shall be allowed to have a maximum accumulation of 600 hours of sick leave.

16.12.g Exclusions: The following situations are excluded from sick leave benefits:

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

16.12.h Policy on Unused Sick Leave: As Described in Appendix D

## **ARTICLE XVII**

### **INSURANCE**

17.1 The City agrees to continue during the term of this agreement to provide those insurance benefits that are currently available to all employees covered by this Agreement. That benefit level is: 100% of accidental death and dismemberment, life insurance, short-term and long-term disability insurance; and 90 % of single health insurance premium and 80% of family health insurance premium. All new full-time hires are required to enroll in a VEBA or HSA Health Plan. Furthermore, the city agrees to advise the Union of any changes proposed in the insurance benefits during the term of this agreement.

**Effective January 1, 2018, the health insurance plan will be the Aware Network Plan 3375/6750, City contribution towards 20% of deductible to VEBA/HSA.**

## **ARTICLE XVIII**

### **WORKERS' COMPENSATION SUPPLEMENT**

18.1 An employee who is injured in the performance of the employee's job duties and who is eligible to receive Workers' Compensation benefits may at the employee's discretion receive a supplement to the Workers' Compensation benefits as follows:

18.1.a The employee shall retain the Workers' Compensation benefits and shall receive from the EMPLOYER a supplement to be deducted from earned accrued sick leave, earned accrued vacation leave and accrued compensatory time off provided that the employee has such leave available for a period not to exceed ninety (90) days.

18.1.b The amount to be deducted from the employee's earned accrued sick leave, earned accrued vacation leave and accrued compensatory time shall be the difference between the Workers' Compensation benefits and compensation for the employee's normal work day or work week.

18.1.c Under no circumstances shall an employee who receives Workers' Compensation benefits and the supplements noted in 1.a and 1.b receive compensation which is in excess of the employee's normal work day or normal work week or which exceeds their normal net wages they received at the time of injury, providing all wages and deductions remain the same.

18.2 An employee may at the employee's discretion receive the supplement noted in Section 1 and deduct from the employee's earned accrued sick leave, earned accrued vacation leave and accrued compensatory time off until sick leave is exhausted. At such time, the supplement shall cease and the employee shall receive only the Workers' Compensation benefits.

## **ARTICLE XIX**

### **RESIGNATION**

19.1 Two (2) weeks of written prior notice shall constitute proper notice for an employee who is planning to resign in good standing.

19.2 Employees who leave without notice as provided herein shall forfeit any accumulated leave time they may have earned and shall be entitled to no other compensation other than the regular salary due on the date last worked.

19.3 On the employee's final date of employment, he/she shall be responsible for the surrender of all City property to include keys, uniforms, equipment, clothing, materials, etc., to the Public Works Director.

19.4 Any absence of an employee from scheduled duty that is not properly reported to and authorized by the Public Works Director shall be deemed an absence without leave for which compensation shall not be paid by the City. Unauthorized absence of an employee for three (3) consecutive work days shall be considered by the Public Works Director and the City Council as a resignation of such employee.

## **ARTICLE XX**

### **COOPERATION**

20.1 The membership of the Union agree to individually and collectively perform loyal and efficient work and service, and to use their influence and best efforts to protect the property of the Employer and its service to the public at all times. The Employer agrees to cooperate with the Union in its efforts to promote harmony and efficiency among the employees.

## **ARTICLE XXI**

### **ENTIRE AGREEMENT**

21.1 The Agreement constitutes the entire Agreement between the parties, and concludes collective bargaining for its term.

21.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreement arrived at by the parties alter the exercise of that right and opportunity are set forth in this Agreement. The Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not referred to or covered in this Agreement. However, nothing herein shall prevent the parties from bargaining collectively during the term of this Agreement with respect to any subject not removed by law from a period not covered by this Agreement. Both parties, by mutual agreement, may modify and amend this Agreement, but such modification or amendment must be signed by both parties, and if not, the contract, as written, is binding.

## **ARTICLE XXII**

### **SAVINGS**

22.1 If any provision in this Agreement shall be found to be unlawful and unenforceable by reason of any existing or subsequent statute or ordinance or by decision of a court of competent jurisdiction, such provision shall be deemed null and void and of no further effect. However, such provision shall be severable from the remainder of this Agreement, and all other provisions hereof shall continue in full force and effect.

## **ARTICLE XXIII**

### **ESTABLISHMENT OF VEBA WITH HEALTH REIMBURSEMENT ARRANGEMENT FOR ACTIVE EMPLOYEES**

23.1 Establishment of VEBA: Effective 01/01/2007, Employer shall adopt the Minnesota Service Cooperatives VEBA Plan and the Employee Benefits Trust Agreement for the benefit of for qualifying employees who are members of this Collective Bargaining Agreement. Employer and employees assent to and ratify the appointment of the Trustee and Plan Administrator in place on the adoption date of this agreement. It is intended that this arrangement constitute a Voluntary Employees' Beneficiary Association under Section 501(c)(9) of the Internal Revenue Code.

23.2 Benefits provided through the VEBA. Employer shall provide the following welfare benefit arrangement through the VEBA Plan:

#### **The Health Reimbursement Arrangement for Active Employees.**

23.3 Payment of Administrative Fee. Administrative fees allocable to individual accounts of active employees shall be paid by the Employer. Administrative fees allocable to the individual accounts of former employees, including retirees, shall be paid from individual accounts. Administrative fees shall be paid from individual accounts of all participants in the event the VEBA Plan is terminated.

23.4 Employer Contributions to Health Reimbursement Arrangement for Active Employees:

24.4.a Contributions to the Active Employees' Plan: Employer will make a bi-weekly contribution to individual accounts under the Health Reimbursement Arrangement for Active Employees for qualifying employees who are members of this Collective Bargaining Agreement in accordance with the following schedule:

\$50 for each qualified employee who elects single coverage under the group health plan.

\$100 for each qualified employee who elects family coverage under the group health plan.

23.5 Alternative Group Health Plan: Employer shall also make available a group Health Savings Account plan. With respect to qualifying employees who are members of this Collective Bargaining Agreement, Employer shall contribute an amount not to exceed 90% towards the monthly premium cost for single group health coverage, and 80% towards the monthly premium cost for family group health coverage. VEBA or HSA participation shall be mandatory for all full time employees hired after January 1, 2012.

## **ARTICLE XXIV**

### **DURATION**

24.1 This AGREEMENT shall be effective as of January 1, 2018 and shall remain in full force and effect until December 31, 2019.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this \_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF KASSON, MN:

IBEW Local 949

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Business Manager

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
President



## **APPENDIX A**

### **WAGE RATES**

- A. Position wages shall comply with the City Council adopted pay scale and shall comply with state mandated pay equity requirements commensurate with positions. Effective January 1, 2018, a general wage increase of 2.50% for all classifications and step increases shall apply as follows:

<b>Employee</b>	<b>Classification</b>	<b>Grade</b>	<b>Step</b>	<b>1-1-2018</b>
Todd Kispert	Electric Supervisor	13	7	\$37.49
Ron Unger	Park/Rec Supervisor	13	7	\$37.49
Vacant	Street Supervisor	13	1	\$30.94
David Vosen	W/W Supervisor	13	5	\$35.16
Jarrold Nelson	Lead Lineworker	12	5	\$32.87
Dan Trapp	Lead W/WW Operator	11	6	\$31.69
Lance Diderrich	Journeyman Lineworker	11	5	\$30.70
Jeremy Casey	Journeyman Lineworker	11	5	\$30.70
Nick Fitch	Wastewater Operator	9	3	\$25.15
Jeff Ulve	Wastewater Operator	8	7	\$26.74
Mike Ness	Public Works-Streets	7	7	\$24.96
Kris Anderson	Public Works-Parks	7	7	\$24.96
Cory Carstensen	Public Works-Streets	7	6	\$24.17
Steve Burke	Public Works-Streets	7	5	\$23.41
Mike Bolster	Public Works-Parks/Arena	4	6	\$19.75
Mark Rappe - Part Time	Public Works-Parks	1	1	\$13.74

Effective January 1, 2019, a general wage increase of 2.5% for all classifications and step increases shall apply.

## **APPENDIX B**

### **NOTES REGARDING WAGE SCHEDULES**

- A. The preceding wage schedules shall not constrain the EMPLOYER from hiring an employee at any step in the schedule.
- B. Temporary employees employed for no more than 960 hours per calendar year either in a full-time or part-time capacity will be paid at an hourly rate as determined by the EMPLOYER for the term of their employment. Such employees will not be eligible for any rights or benefits under this AGREEMENT.
- C. Progression through the step schedule on the anniversary date each year shall require satisfactory performance as determined by the EMPLOYER but nothing shall prevent accelerated movement throughout the step schedule at the discretion of the EMPLOYER.
- D. Apprentice Line Workers shall receive wages based on their advancement through the forty-eight (48) month Journeyman Program based on Grade 10 wage scale as follows: 1<sup>st</sup> six months, Step 1; 2<sup>nd</sup> six months, Step 1; 3<sup>rd</sup> six months, Step 2; 4<sup>th</sup> six months, Step 3; 5<sup>th</sup> six months, Step 4; 6<sup>th</sup> six months, Step 5; 7<sup>th</sup> six months, Step 6; 8<sup>th</sup> six months and completion with certification, Step 7.
- E. The city will provide reimbursement for the difference in cost to employees between a CDL License and an A or B License.

## APPENDIX C

### **SENIORITY CHART BARGAINING UNIT CLASSIFICATIONS CITY OF KASSON**

SENIORITY LIST & BARGAINING UNIT CLASSIFICATIONS – City of Kasson					
Employee	Start Date		Bargaining Unit Date	Classification Date	Classification
Todd Kispert	4/28/1986		4/28/1986	1/1/1992	Electric Supervisor
Ron Unger	12/12/1988		12/12/1988	3/12/1997	Park/Rec Supervisor
Dan Trapp	3/11/2002		3/11/2002	6/26/2013	Lead W/WW Operator
Mike Ness	3/20/2006		3/20/2006	3/20/2006	Public Works-Streets
Jeff Ulve	4/10/2006		4/10/2006	5/9/2012	Water/WW Operator
Kris Anderson	01/01/2012		01/01/2012	01/01/2012	Public Works-Parks
Nick Fitch	12/3/2012		12/3/2012	2/12/2014	Water/WW Operator
Corey Carstensen	2/4/2013		2/4/2013	3/12/2014	Public Works-Parks
Jarrold Nelson	3/18/2013		3/18/2013	3/18/2013	Lead Lineworker
Lance Diderrich	4/22/2013		4/22/2013	4/22/2013	Journey Lineworker
Mike Bolster	6/26/2013		6/26/2013	6/26/2013	Public Works-Parks/Ice Arena
Steve Burke	9/22/2014		9/22/2014	9/22/2014	Public Works-Streets
Jeremy Casey	11/12/2015		11/12/2015	11/12/2015	Journey Lineworker
David Vosen	4/3/2017		4/3/2017	10/3/2017	Water/WW Supervisor
Mark Rappe	4/16/2017		4/16/2017	11/21/2017	Public Works-Streets

## **APPENDIX D**

### **POLICY ON UNUSED SICK LEAVE**

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

A. Employee has completed:

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

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

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

The total dollars available based on the formulas as described above shall be deposited in the insurance program provided by the City for the sole purpose of paying medical related expenses.

B. Employee has completed:

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

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

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

The total dollars available based on the formula as described above shall be deposited in the insurance program provided by the City for the sole purpose of paying medical related expenses.

C. Employee has completed:

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

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

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

The total dollars available based on the formulas as described above shall be deposited in the insurance program provided by the City for the sole purpose of paying medical related expenses.

D. Employees who do not meet the minimum range of accumulated hours in the program; 300-400 hours for 10-14 years; 400-500 hours for 15-19 years; and 500-600 hours for 20 or more years, shall not be eligible to receive any payment for unused sick leave.

E. All monies earned as a result of this unused sick leave program must be used to pay medical related expenses per the program provided by the City of Kasson. No monies shall be paid directly to the qualified employee.

## **APPENDIX E**

### **On-Call Positions**

#### **1. STANDBY**

##### **A. Monday through Friday**

3:30 p.m. to 7:00 a.m.

Pay – one (1) hour at straight time for each such day of standby plus regular call-out pay as outlined in Article 10.7.

##### **B. Saturday and Sunday**

7:00 a.m. Saturday to 7:00 a.m. Monday

Pay – three (3) hours at straight time for each such day of standby plus regular call-out pay as outlined in Article 10.7.

##### **C. Holidays**

7:00 a.m. the day of the holiday to 7:00 a.m. the day after the holiday.

Pay – three (3) hours at straight time for the one (1) day of standby plus regular call-out pay as outlined in Article 10.7.

##### **D. Standby Provisions**

- 1) Electric, Water-Wastewater, Street and Park-Recreation department personnel scheduled for standby shall be compensated per Appendix E, Section 1 as listed above.
- 2) Compensatory time may be taken in lieu of payment for standby status.
- 3) Employees may substitute for standby coverage at their discretion, and shall notify the Public Works Director of these changes.
- 4) Management shall supply a dedicated Standby Cell Phone for employees on standby. All call out requests shall be routed to these Cell Phones.

- 5) For the purposes of this article, standby shall require the on-call Employee to be able to respond within thirty (30) minutes to the Public Works Building and be fit for duty.

## **2. Electric Department**

- A. Standby for all Electric personnel shall commence January 1<sup>st</sup> and continue through December 31<sup>st</sup> for each year of the agreement.
- B. One (1) Electric employee shall be subject to standby duty for a week at a time.
- C. Electric personnel scheduled for standby may be exempt from after hour's snow removal duties at their discretion per Article XII.
- D. Linemen may call in or request additional assistance, if needed, at their discretion per Federal OSHA standard 1910.269(l)

## **3. Water-Wastewater Department**

- A. Standby for all Water-Wastewater personnel shall commence January 1<sup>st</sup> and continue through December 31<sup>st</sup> for each year of the agreement.
- B. One (1) Water-Wastewater employee shall be subject to standby duty for a week at a time.
- C. Water-Wastewater personnel scheduled for standby may be exempt from after hour's snow removal duties at their discretion per Article XII.

## **4. Street Department**

- A. Street Department personnel may be periodically placed On-Call based on weather conditions at the discretion of the Public Works Director.

## **5. Park-Recreation Department**

- A. Standby for all Park-Recreation personnel shall commence during the period the Aquatic Center is open.
  - B. One (1) Park-Recreation employee shall be subject to standby duty for a week at a time.
- 1) Park-Recreation personnel may be periodically placed On-Call based on weather conditions at the discretion of the Public Works Director.

## **APPENDIX F**

### **SICK LEAVE BENEFITS; CARE OF RELATIVES**

#### **Section 1 – Minnesota State Statute 2012, Section 181.9413**

An employee may use personal sick leave benefits provided by the employer for absences due to an illness of, or injury to, the employee's child, as defined in section 181.940, subdivision 4, adult child, spouse, sibling, parent, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. This section applies only to personal sick leave benefits payable to the employee from the employer's general assets.

An employer may limit the use of personal sick leave benefits provided by the employer for absences due to an illness of, or injury to, the employee's adult child, spouse, sibling, parent, grandparent or stepparent to no less than 160 hours in any 12-month period. This paragraph does not apply to absences due to the illness or injury of a child, as defined in section 181.940, subdivision 4.

For purposes of this section, "personal sick leave benefits" means time accrued and available to an employee to be used as a result of absence from work due to personal illness or injury, but does not include short-term or long-term disability or other salary continuation benefits.

For the purpose of this section, "child" includes a stepchild and a biological, adopted, and foster child.

This section does not prevent an employer from providing greater sick leave benefits than are provided for under this section.

This section is effective August 1, 2013, and applies to sick leave used on or after that date.



Date 03/02/2018

Time 8:12:36AM

Report CFS03

## INCIDENT ANALYSIS - DAY

Agency Kasson Police

Dates 02/01/2018

Thru 02/28/2018

Activity	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Total
Agency Kasson Police								
00041 Disorderly Conduct	0	1	0	0	0	0	0	1
00049 Probation Violation	0	0	0	0	0	1	0	1
00059 Miscellaneous Info	0	0	0	0	0	0	1	1
00064 Juvenile Complaint	1	0	1	0	0	0	0	1
00102 Mv/ran Off Road	1	2	4	1	2	0	0	4
00103 Mv/train	0	0	1	0	1	0	1	10
00104 Mv/roll Over	0	0	0	0	0	0	0	1
00128 Vulnerable Adult	0	1	0	0	0	0	2	2
00223 Animal Comp/neglect	0	0	0	1	0	1	0	3
00270 Indecent Exposure	0	0	1	0	0	1	0	1
00291 Minor Possess Tobacco	0	0	0	0	0	0	0	1
00911 9-1-1 Hang Up Call	1	0	0	0	0	1	0	1
ALARM Alarm	0	0	0	1	0	1	0	3
ANIBI Animal Bites	0	0	0	0	0	1	1	2
ANICO Animal Comp	2	0	0	0	1	0	0	1
ANIFO Found Animals	0	0	1	0	0	0	0	2
ANILO Lost Animals	1	0	0	0	0	0	0	1
ASSAU Assaults	1	0	0	0	0	0	0	1
ASSIS Assist Other Agency	2	3	6	1	2	5	1	20
CARBO Carbon Monoxide Alarm	0	0	0	0	0	0	2	2
CELLO Cell Call Open Line	1	0	0	0	0	0	0	1
CIVIL Civil	1	2	2	1	4	0	2	12
CPROT CHILD PROTECTION INTA	0	1	0	0	0	1	1	3
Demo K-9 Demo	0	1	0	0	0	0	0	1
DISTU Disturbance	1	0	0	1	1	1	1	5
DOMES Domestic	0	0	1	1	1	0	0	3
DRICO Other Driving Complai	0	0	1	1	0	1	0	3
DWI/4 4th Degree Dwi	0	1	0	0	0	0	0	1
EMS Ambulance Run	2	3	5	12	2	6	4	34
FIRES Fires	0	0	0	1	0	1	0	2
HARAS Harassment	0	1	0	0	0	1	0	2
HISCK Agency History Check	0	0	0	0	0	1	0	1
K9 K-9 Assist	0	0	1	1	1	2	0	5
LARCE Larceny	0	3	0	0	0	1	1	5
MISC Miscellaneous	2	0	0	2	1	2	5	12
MOTOR Motorist Assist	2	0	0	1	2	1	2	8
MVACC Mv. Accident	0	1	0	0	1	0	1	3
NARCO Narcotics	0	0	0	0	0	0	2	2
NOISE Noise Complaint	0	0	0	0	0	1	1	2
OFPVI Violation/o.f.p.	0	0	0	0	0	0	1	1
OPEND Open Door	0	0	0	0	0	0	1	1
PAMGP Admin. Stats Only	0	1	0	0	0	0	0	1
PARKV Parking Violations	2	0	1	0	0	0	1	4
PERMI Missing Person	0	0	0	0	0	1	0	1
PRMPU Permit To Purchase	0	0	0	0	6	0	0	6
PROBA Probation Check	0	1	0	0	0	0	0	1
PROFO Found Property	0	0	1	1	0	0	0	2
PROPD Property Damage	0	0	1	0	0	0	0	1
PUBLI Public Assist	0	0	0	0	0	1	0	1
RESCK Residence/business Ck	0	1	0	0	0	1	0	2

Date 03/02/2018  
Time 8:12:36AM  
Report CFS03

# INCIDENT ANALYSIS - DAY

Agency Kasson Police  
Dates 02/01/2018 Thru 02/28/2018

Activity		Sun	Mon	Tue	Wed	Thur	Fri	Sat	Total
SCHOO	School Bus Violations	0	0	0	0	0	2	0	2
SEXOF	Sex Offense	1	0	0	1	1	1	0	4
SNOWR	Snow Removal	6	0	0	0	0	26	0	32
SUICT	Suicide Threats	1	0	0	0	0	0	0	1
SUSPI	Suspicious Activity	1	2	4	1	2	1	3	14
THREA	Threats	0	0	1	0	0	0	1	2
TRAFF	Traffic	9	5	10	5	4	11	7	51
TRAHZ	Traffic Hazard	1	0	0	1	0	0	0	2
WARRA	Warrants- Out of Co.	0	0	1	0	0	1	0	2
WELCK	Welfare Check	1	0	1	1	1	2	1	7
XESCO	Funeral Escort	0	0	1	0	0	0	1	2
XFRAU	Fraud	0	1	0	0	1	0	0	2
XTRAP	Req for Extra Patrol	0	0	0	1	0	0	0	1
XWAR	Warrants	0	0	0	1	0	0	0	1
Kasson Police Agency Total		40	31	45	38	34	77	45	310
Total		40	31	45	38	34	77	45	310

MMUA PCB Workshop 2/27/18-2/28/18

Plymouth, MN

Attended by: Jarrod Nelson

This was an excellent workshop with great reference materials provided as well as a Federal PCB regulatory expert and the MNPCA expert for our area. While Kasson's PCB situation is good (currently no PCB's on the system due to rebuilds after the date of PCB use being discontinued) there are a few pieces of equipment I will be checking to verify this fact. Joshua Burman, the MNPCA rep, also gave very clear details on what he will be looking for, as far as verification, during his visit. It's been awhile so I anticipate he will visit soon. To prepare for this, I will get with Todd Kispert and scan all invoices from the rebuilds as well as start scanning current invoices for oil filled devices (transformers, OCR's, capacitor banks, etc.) and create an electronic file that we can update and readily access information verifying manufacturer date's and PCB status for all equipment. We were informed that there's currently no "PCB free" status available with Federally or at the State level, but if we have verification that we have none it will place our utility in a less visited category. There's currently 1 inspector for the entire state so they do prioritize visits. All Federal and State reference materials from the workshop will be retained in the Electric office for reference should a piece of equipment that is older or questionable shows up, as there are very definite actions and regulations that need to be followed to avoid liability and large fines with both the EPA and MNPCA. I would attend this again (unless we can verify a TOTAL absence of PCB's on our system) as there was so much content most people had gone multiple times to get it all down. I will be working as time allows getting all related documentation to verify our "PCB free" status into an easily referenced electronic database.

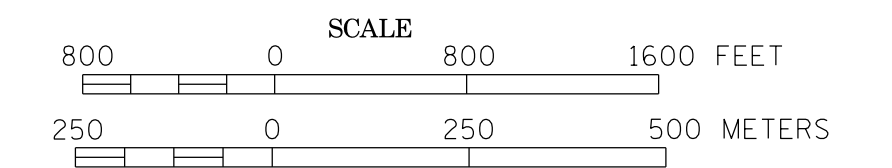
Thanks,

Jarrod Nelson

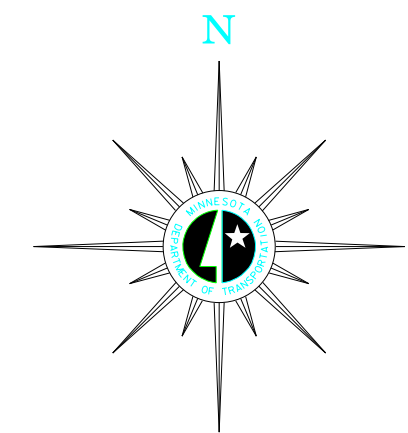
Lead Lineman Kasson Public Utilities

MUNICIPALITY OF  
**KASSON**

PREPARED BY THE  
MINNESOTA DEPARTMENT OF TRANSPORTATION  
OFFICE OF TRANSPORTATION SYSTEM MANAGEMENT  
IN COOPERATION WITH  
U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION



2015  
BASIC DATA - 2013



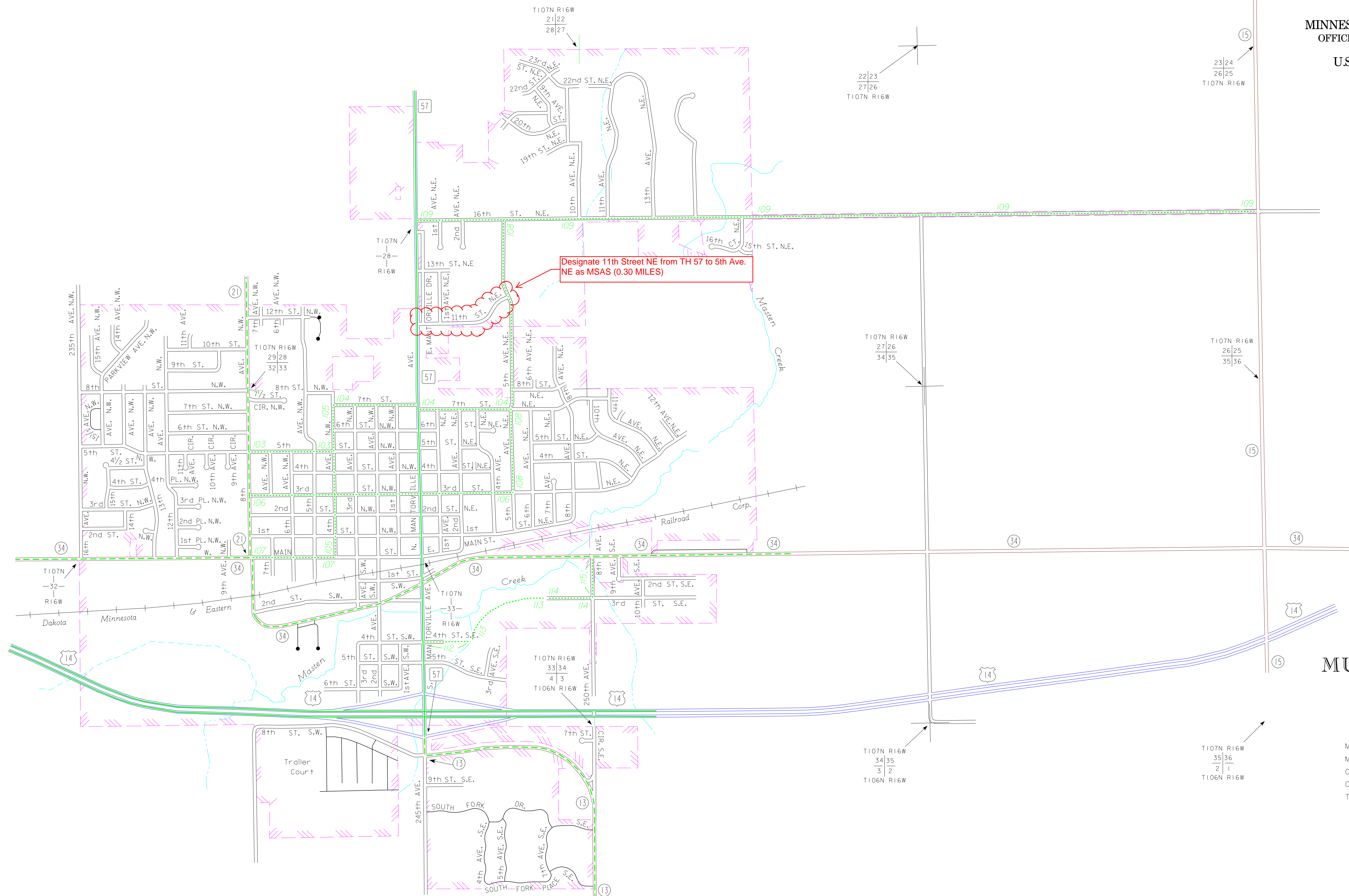
**LEGEND**

INTERSTATE TRUNK HIGHWAY.....  
U.S. TRUNK HIGHWAY.....  
STATE TRUNK HIGHWAY.....  
COUNTY STATE AID HIGHWAY.....  
COUNTY ROAD.....  
CORPORATE LIMITS.....  
PUBLIC ROAD .....  
PRIVATE ROAD .....

**MUNICIPAL STATE AID  
STREET SYSTEM**

**LEGEND**

MUNICIPAL COUNTY STATE AID STREET....  
MUNICIPAL STATE AID STREET.....  
COUNTY STATE AID HIGHWAY.....  
COUNTY ROAD.....  
TRUNK HIGHWAY.....



March 2, 2018

Theresa Coleman  
Kasson City Administrator  
401 5<sup>th</sup> Street SE  
Kasson, MN 55944

RE: 2017 Local Road Improvement Program (LRIP) Solicitation  
Application for 16<sup>th</sup> Street NE

Dear Ms. Coleman,

I am writing to inform you that your project was not selected for funding for the 2017 LRIP solicitation which closed on November 3, 2017. We will keep your project application on file until the 2018 legislative session ends. If additional LRIP funds become available, we may be able to reconsider your application and fund additional projects. Updates and program information will be posted on the MnDOT State Aid website at <http://www.dot.state.mn.us/stateaid/>.

Sincerely,



Patti Loken  
State Aid Program Engineer

CC: Fausto Cabral, District State Aid Engineer



2017

# ANNUAL CERTIFICATION OF MILEAGE

SEE INSTRUCTIONS INCLUDED ON WEB SITE  
RECORD REVISIONS ON BACK OF FORM

SUBMIT TO YOUR DSAE BY JANUARY 15, 2018

Municipal Mileage as of Dec. 31, 2016				Revisions During Current Year 2017 (+ or -)				Municipal Mileage as of Dec. 31, 2017			
I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
Non- Existing	Unimproved	Improved	Total	Non- Existing	Unimproved	Improved	Total	Non- Existing	Unimproved	Improved	Total
MILEAGE NOT CONSIDERED IN THE COMPUTATION OF BASIC MILEAGE											
1. Trunk Highways		3.44	3.44							3.44	3.44
2. Trunk Highways Turnbacks (Designated as MSAS - mileage above 20%)											
3. County State Aid Highways (Exclude mileage designated as MSAS)		3.00	3.00							3.00	3.00
4. County State Aid Highway Turnbacks (Designated as MSAS - mileage above 20%)											
5. Total Mileage of Line 1 Thru 4	Previous =	6.44		Adjustment =				Current =		6.44	
BASIC MILEAGE: MILEAGE CONSIDERED IN THE COMPUTATION OF ALLOWABLE MILEAGE											
6. Municipal State Aid Streets (Exclude Trunk and County Highway Turnbacks and Mileage Partly Outside the City Limits in a non MSAS city)	0.14	6.16	6.30					0.14		6.16	6.30
7. County Road Turnbacks (Designated as MSAS)											
8. County Roads (Exclude mileage designated as MSAS)											
9. Other Local Roads And Streets - not designated (Include T.H. & CSAH frontage roads)		26.24	26.24		0.79	0.79	0.79			27.03	27.03
10. Total Improved Basic Mileage (lines 6 + 7 + 8 + 9)	Previous =	32.40		Adjustment =	0.79			Current =		33.19	
11. Percentage Limitation Allowed by Statute									X	0.20	
12. MAXIMUM MILEAGE ALLOWED FOR M.S.A.S. DESIGNATIONS (Col XI, Line 10 Times Line 11)										6.64	
13. Total Municipal State Aid Street Designated (Column XII, Line 2 + 4 + 6 + 7)									6.30		
14. Total Miles of T.H. & County Turnbacks designated as MSAS Above 20% (Col. XII Line 2 + 4 + 7)									(-)		
15. Mileage designated MSAS - not including T.H. and County Turnback mileage (Line 13 minus Line 14).									(-)	6.30	
16. MSAS Mileage Partly Outside the City Limits in a non MSAS city									(-)		
17. Municipal State Aid Street Mileage Over/Under Maximum Allowed. (Line 12 minus line 15 minus Line 16)										0.34	

I hereby certify that the total Improved Mileage (Col. XI, Line 5 + 10) in the Municipality of Kasson as of December 31, 2017 is 33.19 Miles.

Signed

Title

Consulting City Engineer

Date

1/15/18

ANNUAL CERTIFICATION OF MILEAGE (SEE INSTRUCTIONS WITH FORM) 12/31/2017 CERTIFICATION OF MILEAGE FORM XI.S

Shaded Fields contain formulas. These fields get filled automatically as data is entered.



KASSON, MN

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# OFFERING MEMORANDUM

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Marcus & Millichap



# CONFIDENTIALITY AGREEMENT

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Marcus & Millichap



## EXCLUSIVELY LISTED BY:

### Dean Zang

Senior Managing Director  
National Retail Group

WASHINGTON, D.C.

Tel: (202) 536-3754  
Fax: (202) 536-3710  
dean.zang@marcusmillichap.com  
Licenses: DE 30019120  
MD 665335

### Hill Kanellos

Associate  
National Retail Group

WASHINGTON, D.C.

Tel: (202) 536-3700  
Fax: (202) 536-3710  
john.kanellos@marcusmillichap.com  
Licenses: MD 663020

### Chris Burnham

Senior Associate  
National Retail Group

BALTIMORE, MD

Tel: (443) 703-5020  
Fax: (202) 536-3710  
cburnham@marcusmillichap.com  
Licenses: MD 646938

### Chris Holland

Senior Associate  
National Retail Group

WASHINGTON, D.C.

Tel: (202) 536-3700  
Fax: (202) 536-3710  
chris.holland@marcusmillichap.com  
Licenses: MD 617247

## LOCAL MARKET CONTACT:

### Matt Hazelton

First Vice President Investments  
National Retail Group

MINNEAPOLIS, MN

Tel: (952) 852-9729  
Fax: (952) 852-9710  
matt.hazelton@marcusmillichap.com  
Licenses: MN 40449423

### Sean Doyle

First Vice President Investments  
National Retail Group

MINNEAPOLIS, MN

Tel: (952) 852-9719  
Fax: (952) 852-9710  
sean.doyle@marcusmillichap.com  
Licenses: MN 20588764

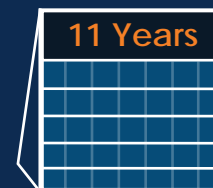


## EXECUTIVE SUMMARY

301 S. Mantorville Avenue  
Kasson, MN, 55944



Rochester, MN



ADDRESS

MARKET

TERM  
REMAINING

LEASE TYPE

## THE OFFERING

> Price	\$4,400,477
> Cap Rate	8.39%
> Year Built	2014
> Total GLA	36,187 SF
> Lot Size	2.1 Acres
> Lease Term	15 Years
> Rent Commencement	11/1/2014
> Term Remaining	11.5 Years
> Lease Expiration	10/31/2029
> Increases	Increases & Options; See Rent Schedule
> Options	Four; Five-Year Terms
> Debt	Free and Clear

## ANNUALIZED OPERATING DATA

> Base Rent	\$369,200
<u>RENTAL INCREASES</u>	
> Years 1-5	\$355,000*
> Years 6-10	\$369,200
> Years 11-15	\$383,968
<u>OPTION TERMS</u>	
> Option 1: (Years 16-20)	\$399,327
> Option 2: (Years 21-25)	\$415,300
> Option 3: (Years 26-30)	\$431,912
> Option 4: (Years 31-35)	\$449,188

\*Rent Credit-Seller will credit Buyer the per diem difference between the current rental rate of \$355,000 and the rental rate of \$369,200 (set to occur in November of 2019) at the time of closing.

## INVESTMENT OVERVIEW

Marcus & Millichap, on behalf of ownership, is pleased to exclusively offer the fee simple interest in this Shopko Hometown located in Kasson, Minnesota. The tenant originally opened at this location in 2014, signing a 15-year NN lease requiring minimal landlord responsibilities. There are presently 11.5 years of lease term remaining with scheduled rental increases of four percent (4%) every five years during the base term and option periods.

Shopko is a \$3.25 billion retailer that operates over 357 stores in 21 states throughout the Midwest, Mountain, North Central and Pacific Northwest regions. They provide quality name-brand merchandise, great values, pharmacy and optical services in small to mid-sized cities.

The subject property is a freestanding, 36,000-square foot building situated just off Highways 57 and 14, the major thoroughfares through

the city, and collectively responsible for nearly 30,000 vehicles per day. The subject property is well positioned at the corner of Mantorville Avenue and 4th Street with prominent frontage and visibility. It also benefits from easy access from the highway, its location within walking distance to the center of town, and minimal local competition. The nearest Walmart, a notable competitor, is more than 15 miles east of the subject.

The City of Kasson sits just 13 miles from Rochester, Minnesota, home to the world-renowned Mayo Clinic. Due to its proximity, Kasson has experienced substantial growth, averaging 34% increases every decade for the past 40 years. Kasson currently has a population of roughly 8,200 residents within three miles of the subject property.

## INVESTMENT HIGHLIGHTS

- 4% Increases in Base Term and Option Periods
- 11.5 Years of Lease Term Remaining
- Growing Community – Averaging 34% Increase Per Decade
- Minimal Local Competition; Nearest Walmart 15+ Miles



## LEASE ABSTRACT

Guarantor	Shopko Stores Operating Co., LLC
Lease Commencement Date	April 14, 2014
Rent Commencement Date	November 1, 2014
Expiration Date	October 31, 2029
Notification Period to Exercise Options	180 Days
Landlords Obligations	Landlord, at Landlord's sole expense, shall keep the foundation and exterior walls and all structural components of the Building in good condition and shall be responsible for any and all maintenance, repairs and/or replacements thereof. Landlord shall be responsible for the costs of maintenance, repairs and replacements to the HVAC system exceeding \$5,000 per calendar year.
Tenant's Obligations	Tenant, at Tenant's sole expense, shall keep the roof joists, roof decking, roof membrane or covering, sidewalks and HVAC system serving the Premises in good condition and shall be responsible for any and all maintenance, repairs and/or replacements thereof, subject to a maximum of \$5,000 per calendar year incurred by Tenant for maintenance repairs and replacements to the HVAC systems.
Exterior Maintenance	<p>Tenant shall be responsible for removing snow and ice from the Tenant Parking Lot. Tenant, at its option, may plow snow and ice from the Tenant Parking Lot and accesses and driveways and store the same for subsequent hauling away by Tenant.</p> <p>Tenant shall maintain, repair and replace the Tenant Parking Lot and other exterior areas of the Premises, at Tenant's sole cost and expense, and keep the same in good condition and repair. Landlord shall assign to Tenant any Tenant Parking Lot warranty Landlord receives upon initial construction. Notwithstanding the foregoing provisions of this subsection (b): (i) in the event that replacement of all or any portion of the Tenant Parking Lot is required during the first nine (9) years of the Term and the Tenant Parking Lot is not then covered by any applicable warranty, Landlord shall be responsible for the cost of such replacement, and (ii) in the event that replacement of all or any portion of the Tenant Parking Lot is required during the tenth (10th) year of the Term or thereafter and the Tenant Parking Lot is not then covered by any applicable warranty, Landlord shall be responsible for the cost of such replacement and Tenant shall annually reimburse Landlord a portion of such cost amortized at the Prime Rate plus 200 basis points over a 20-year useful life.</p> <p>The charges for electricity provided to the Tenant Parking Lot standards shall be separately metered (or included on Tenant's meter and controlled by Tenant) and paid in full by Tenant. In the event Tenant closes its business in the Premises, Tenant shall grant Landlord access to the controls to the Tenant Parking Lot light standards and allow Landlord to operate the same at Landlord's expense. Tenant agrees to pay the usage, repair and replacement costs of maintaining parking lot area lighting in good condition and repair.</p>
Assignment and Subletting	Tenant shall at all times have the right to assign this Lease or sublet all or part of the Premises without the consent of Landlord, it being understood by Tenant that it shall continue to remain liable for the payment of annual fixed rent and all other sums due under this Lease and for the performance and keeping of all of the terms, covenants, conditions, undertakings and agreements of Tenant under this Lease and that it shall not be released from any of its liabilities and obligations under this Lease except as provided below. Tenant shall be relieved of all liability under this Lease arising from and after such assignment if the assignee tenant or its parent assumes the obligations of the Tenant hereunder and has a net worth equal to or greater than that of Tenant as of the date hereof or a credit rating of BBB or better on senior unsecured debts.

## TENANT INFORMATION

Shopko	
Tenant Trade Name	Shopko
Ownership	Private
Company Revenues	\$3.25 B
No. Of Locations	357
Headquartered	Green Bay, Wisconsin
Web Site	shopko.com

## Tenant Overview

Shopko (formerly ShopKo until June 2007) is a chain of retail stores based in Ashwaubenon, Wisconsin. Shopko was founded in 1962 by James Ruben, and its first store opened in Green Bay. From 1991 to 2005, the company was publicly held, with stock traded on the New York Stock Exchange under the symbol SKO. In December 2005, the company was acquired by an affiliate of Sun Capital Partners and reverted to private ownership. In 1999, Shopko purchased Pamida, a regional discount chain that operated mainly in smaller communities of 3,000 to 8,000 people. Shopko operated Pamida as a separate division until 2007, when Pamida was separated from Shopko and reestablished as a separate company. In 2012, Shopko and Pamida merged into one company. Shortly after, most Pamida stores were rebranded as Shopko Hometown.

In May 2010, Shopko outsourced its IT services to HCL Technologies, based in Chennai, India.[38] The following summer, Shopko opened its first two Shopko Hometown stores, which were converted from Pamida locations. The following year, Shopko placed even more of an emphasis on its Hometown subsidiary, opening nine new locations and closing regular stores to focus on the Hometown stores. About half a decade after it spun off from Shopko, Pamida merged with Shopko and all Pamida stores were rebranded as Shopko Hometown stores.



## REGIONAL MAP

**X7.57%**

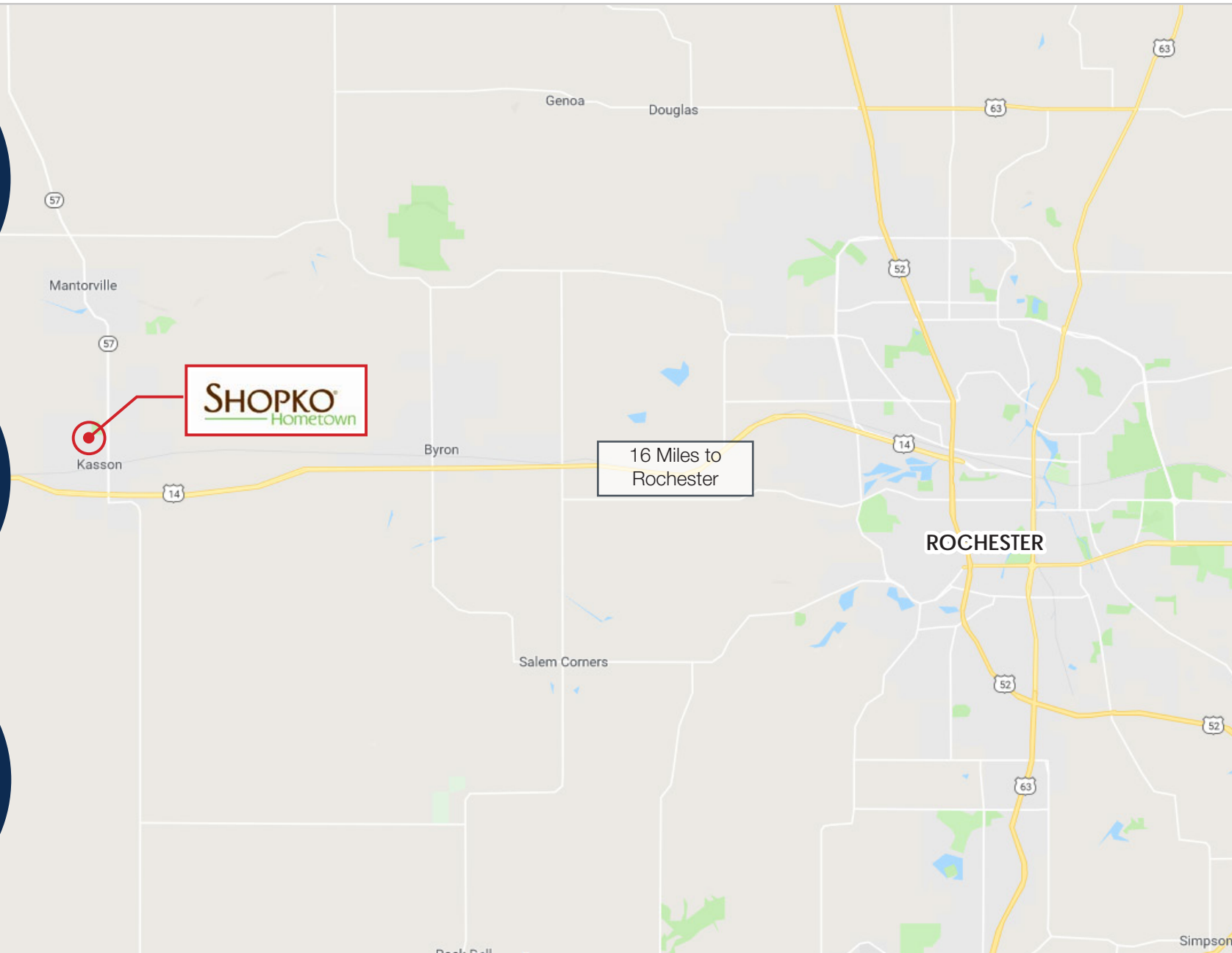
Within a 15-mile radius, the population is expected to grow by 7.57% over the next 5 years to 139,303

**11K<sup>VPD</sup>**

An average of 11,600 vehicles per day drive by US-14

**:20**

Less than 35 minutes to downtown Rochester, MN





**DOLLAR GENERAL**

Kasson-Mantorville  
Middle School

Dodge County  
Fairgrounds

8TH AVE SW

8,500 VPD

**ERDMANS**  
County Market Since 1925  
Employee Owned... Community Focused

**ANYTIME FITNESS**

W VETERANS MEMORIAL HWY

**SHOPKO**  
Hometown

**Domino's**  
Pizza

**SUBWAY**

UNITED STATES  
POSTAL SERVICE

**BURGER KING**

**HARDWARE HANK**  
**NAPA**

E VETERANS MEMORIAL HWY

**ALDI**

13 Miles

14

11,600 VPD

14





2ND AVE SW

SHOPKO  
Hometown

W VETERANS MEMORIAL HWY

4TH ST SW

MANTORVILLE AVE

8,500 VPD

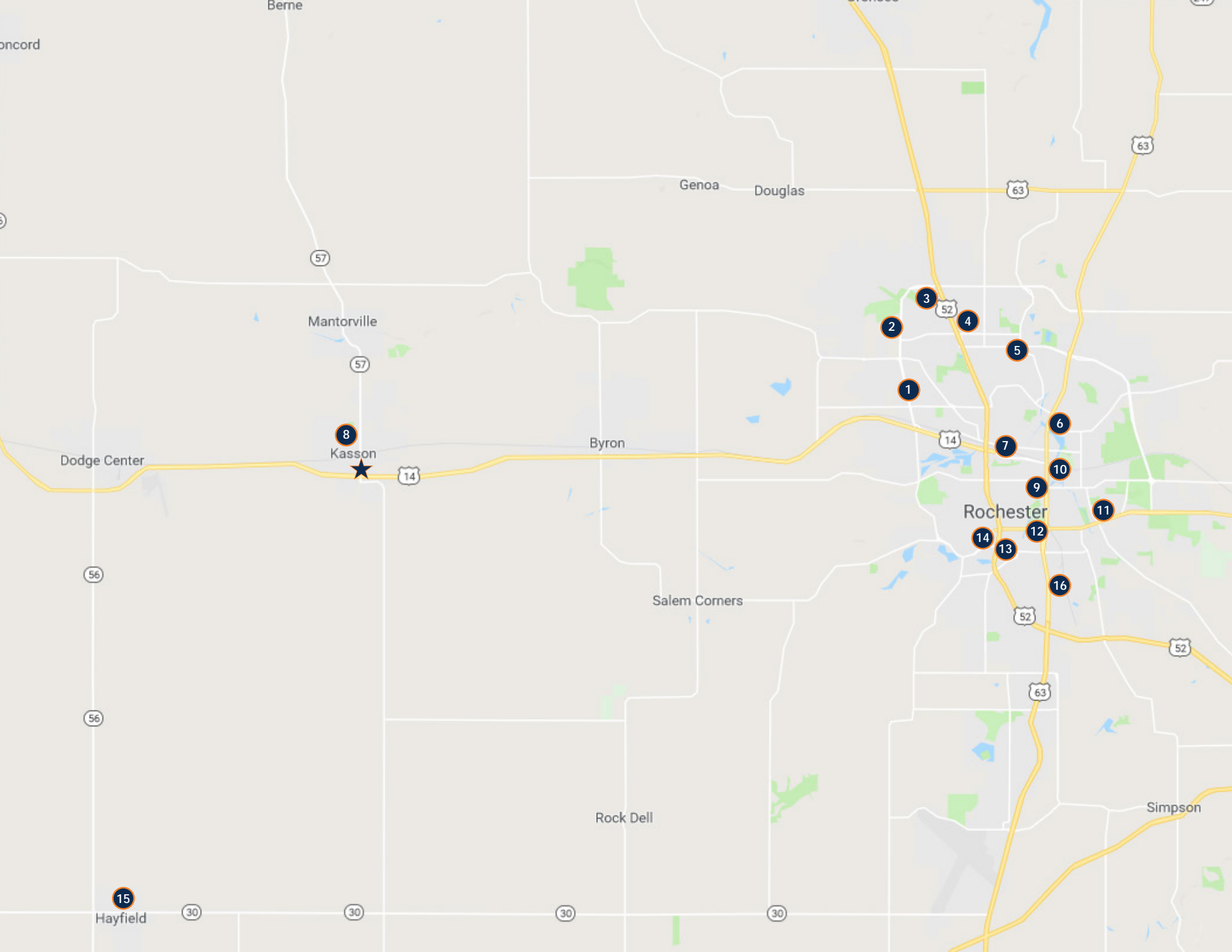


BURGER  
KING

HARDWARE  
HANK









## GROCERY COMPETITION

GROCER	ADDRESS	DRIVING DISTANCE
★ Shopko Hometown	301 S. Mantorville Avenue Kasson, MN, 55944	-
1 Aldi	2215 Commerce Dr NW, Rochester, MN 55901	13.1 Miles
2 Hy-Vee	4221 W Circle Dr NW, Rochester, MN 55901	13.8 Miles
3 Walmart Supercenter	3400 55th St NW, Rochester, MN 55901	15.7 Miles
4 Fareway Grocery	3964 US-52, Rochester, MN 55901	15.2 Miles
5 Hy-Vee	500 37th St NW, Rochester, MN 55901	17.4 Miles
6 Silver Lake Foods	1402 N Broadway Ave, Rochester, MN 55906	15.8 Miles
7 Hy-Vee	1315 6th St NW, Rochester, MN 55901	14 Miles
8 Erdman's	19 2nd Ave NW, Kasson, MN 55944	0.4 Miles
9 People's Food Co-Op	519 1st Ave SW, Rochester, MN 55902	15.7 Miles
10 International Spices & Grocery	125 E Center St, Rochester, MN 55904	15.3 Miles
11 Cub Foods	1021 15th Ave SE, Rochester, MN 55904	17.5 Miles
12 Aldi	1201 S Broadway Suite 220, Rochester, MN 55904	16.7 Miles
13 Trader Joe's	1200 16th St SW, Rochester, MN 55902	16.2 Miles
14 Natural Grocers	1507 Greenview Dr SW, Rochester, MN 55902	16 Miles
15 Ryan's Foods	4 W Main St, Hayfield, MN 55940	15.3 Miles
16 Walmart Supercenter	25 25th St SE, Rochester, MN 55904	18.8 Miles

## DEMOGRAPHIC SUMMARY

POPULATION	5 MILE	10 MILES	15 MILES
2021 Projection	13,794	25,835	139,303
2017 Estimate	12,638	23,750	129,499
2010 Census	12,126	22,731	122,760
2000 Census	9,912	18,613	105,611
Current Daytime Population	8,719	16,500	160,718

POPULATION PROFILE	5 MILE	10 MILES	15 MILES
<u>Population By Age</u>			
2017 Estimate Total Population	12,638	23,750	129,499
Under 20	30.46%	29.43%	27.05%
20 to 34 Years	16.50%	16.99%	20.66%
35 to 39 Years	7.09%	7.05%	6.89%
40 to 49 Years	14.41%	13.82%	11.85%
50 to 64 Years	19.86%	20.33%	19.10%
Age 65+	11.65%	12.40%	14.47%
Median Age	37.19	37.57	36.59
<u>Population 25+ by Education Level</u>			
2017 Estimate Population Age 25+	8,099	15,474	87,054
Elementary (0-8)	1.24%	1.43%	1.20%
Some High School (9-11)	4.44%	4.78%	3.67%
High School Graduate (12)	29.76%	28.71%	21.58%
Some College (13-15)	23.20%	23.77%	20.62%
Associate Degree Only	13.43%	13.78%	11.21%
Bachelors Degree Only	20.18%	19.39%	23.93%
Graduate Degree	7.60%	7.93%	17.13%

HOUSEHOLDS	5 MILE	10 MILES	15 MILES
2021 Projection	5,066	9,670	56,973
2017 Estimate	4,607	8,789	52,583
2010 Census	4,393	8,345	49,199
2000 Census	3,535	6,603	41,216
<u>2017 Housing Income</u>			
\$150,000 or More	10.54%	11.46%	13.74%
\$100,000 - \$149,000	18.96%	18.90%	18.66%
\$75,000 - \$99,999	22.81%	21.84%	16.61%
\$50,000 - \$74,999	18.46%	18.44%	17.77%
\$35,000 - \$49,999	11.45%	11.41%	10.83%
Under \$35,000	17.78%	17.94%	22.40%
Average Household Income	\$87,247	\$89,771	\$96,718
Median Household Income	\$77,591	\$77,551	\$73,530
Per Capita Income	\$31,841	\$33,282	\$39,497

## DEMOGRAPHIC SUMMARY

Geography: 15 Miles

**Population**

In 2017, the population is 129,499. The population has changed by 22.62% since 2000. It is estimated that the population will be 139,303 five years from now, which represents a change of 7.57% from the current year. The current population is 48.69% male and 51.31% female. The median age of the population is 36.59, compared to the US average which is 37.83. The population density is 182.76 people per square mile.

**Households**

There are currently 52,583 households in your selected geography. The number of households has changed by 27.58% since 2000. It is estimated that the number of households will be 56,973 five years from now, which represents a change of 8.35% from the current year. The average household size is 2.43 persons.

**Income**

In 2017, the median household income for your selected geography is \$73,530, compared to the US average which is currently \$56,286. The median household income for your area has changed by 44.42% since 2000. It is estimated that the median household income will be \$84,942 five years from now, which represents a change of 15.52% from the current year.

The current year per capita income is \$39,497, compared to the US average, which is \$30,982. The current year average household income is \$96,718, compared to the US average which is \$81,217.

**Race and Ethnicity**

The current year racial makeup of your selected area is as follows: 85.10% White, 4.59% Black, 0.06% Native American and 6.03% Asian/Pacific Islander. Compare these to US averages which are: 70.42% White, 12.85% Black, 0.19% Native American and 5.53% Asian/Pacific Islander. People of Hispanic origin are counted independently of race and make up 4.41% of the current year population. Compare this to the US average of 17.88%.

**Housing**

The median housing value was \$188,882 in 2017, compared to the US average of \$193,953. In 2000, there were 30,862 owner occupied housing units and there were 10,354 renter occupied housing units. The median rent at the time was \$506 per month.

**Employment**

In 2017, there are 115,905 employees, this is also known as the daytime population. The 2000 Census revealed that 67.44% of employees are employed in white-collar occupations, and 32.40% are employed in blue-collar occupations. In 2017, unemployment is 3.63%. In 2000, the average time traveled to work was 19.00 minutes.



## MINNEAPOLIS-ST. PAUL OVERVIEW

The Minneapolis-St. Paul metro consists of 16 counties, 14 in the southeastern portion of central Minnesota and two in western Wisconsin. The metro has a population of almost 4 million people and covers 6,364 square miles. Nearly 1,000 of Minnesota's 10,000 lakes are located within the metro, along with the Mississippi, Minnesota and St. Croix rivers. The Twin Cities of Minneapolis and St. Paul straddle the Mississippi River, with Minneapolis located upstream from St. Paul. The Twin Cities metro area encompasses the seven core counties of the region, the most populous being Hennepin County with 1.2 million residents. Minneapolis is the most populated city in the state with more than 400,000 citizens, followed by St. Paul, the capital city, which has approximately 300,000 people.

### METRO HIGHLIGHTS



#### DIVERSE ECONOMIC BASE

The metro's economy includes food production and delivery, information technology, biomedical technology, retail, finance, and logistics.



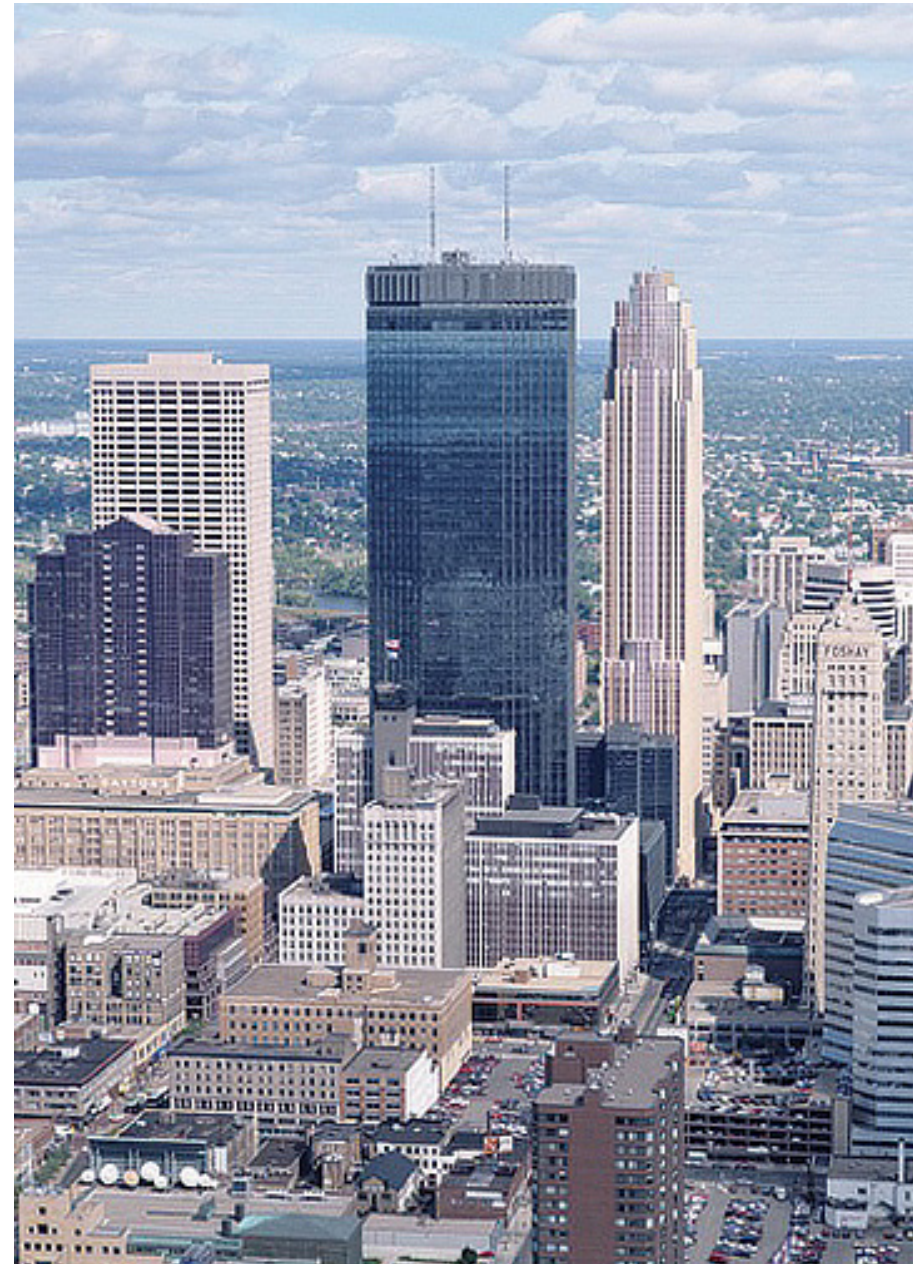
#### ATTRACTIVE BUSINESS ENVIRONMENT

Companies are drawn to the region's high quality of living, skilled and growing labor force, as well as the strong work ethic.



#### ABUNDANCE OF HIGHER EDUCATION

There are more than 20 colleges and universities in the Twin Cities, producing a highly educated pool of workers.





## Net Leased Disclaimer

Marcus & Millichap hereby advises all prospective purchasers of Net Leased property as follows:

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Any projections, opinions, assumptions or estimates used in this Marketing Brochure are for example only and do not represent the current or future performance of this property. The value of a net leased property to you depends on factors that should be evaluated by you and your tax, financial and legal advisors.

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Like all real estate investments, this investment carries significant risks. Buyer and Buyer's legal and financial advisors must request and carefully review all legal and financial documents related to the property and tenant. While the tenant's past performance at this or other locations is an important consideration, it is not a guarantee of future success. Similarly, the lease rate for some properties, including newly-constructed facilities or newly-acquired locations, may be set based on a tenant's projected sales with little or no record of actual performance, or comparable rents for the area. Returns are not guaranteed; the tenant and any guarantors may fail to pay the lease rent or property taxes, or may fail to comply with other material terms of the lease; cash flow may be interrupted in part or in whole due to market, economic, environmental or other conditions. Regardless of tenant history and lease guarantees, Buyer is responsible for conducting his/her own investigation of all matters affecting the intrinsic value of the property and the value of any long-term lease, including the likelihood of locating a replacement tenant if the current tenant should default or abandon the property, and the lease terms that Buyer may be able to negotiate with a potential replacement tenant considering the location of the property, and Buyer's legal ability to make alternate use of the property.

By accepting this Marketing Brochure you agree to release Marcus & Millichap Real Estate Investment Services and hold it harmless from any kind of claim, cost, expense, or liability arising out of your investigation and/or purchase of this net leased property.

## Linda Rappe

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**From:** Fitch, Joe <Joe.Fitch@compeer.com>  
**Sent:** Friday, March 09, 2018 10:29 AM  
**To:** Theresa Coleman (cityadministrator@cityofkasson.com); Linda Rappe (cityclerk@cityofkasson.com)  
**Cc:** mayormckern  
**Subject:** FW: KFD Dept Head Notes  
**Attachments:** for Joe 3.18.xls

Questions please let me know

Thanks

From: Fitch, Joe  
Sent: Thursday, March 08, 2018 7:59 PM  
To: Fitch, Joe <Joe.Fitch@afs.compeer.com>  
Subject: KFD Dept Head Notes

Dec / Jan

In Dec we had the Canadian Pacific RR Holiday Train in town and helped raise over \$3000 and 900 Lbs of food

Jan we started Tactical Athlete Injury Prevention Training with OMC This training will help with balance and core strength which will in turn help to prevent injury.

The majority of injuries to members are knees , backs adn shoulders. These are do to not lifting correctly or slip and falls. This training will help. Already proven with Rochester Fire

We also started Duty Crews fo specific types of calls. If you would like more info on this please feel free to contact me. Best is by text or email as i spend the majority of my day with clients fr my full time job ... thanks

Set a date for the Holiday gathering for the members

Jan 31st All members had the oppertunity to attend a speaker Chief Rick Laske ( Pride & Ownership) ... Very good feed back from those in attendance. This speaker was paid for with a MN State Fire Training Grant that Dodge Center Fire secured

FEB

Kasson Fire had attended a few funerals in late one for a member of the Byron Fire dept and strong mutual aid partner and the other was Mayer Fire Dept had a LODD ( Line of Duty Death) ...

Kasson Fire also recieved a thank you from JJ Williams fo help on a fire call that turned into just a water leak but caused a lot of damage and standing water in the office area of the high school

Due to the starting of the work out / training program a few members started cleaning up our work out equipment and getting the damaged stuff pulled out.

Kasson Fire also attended a SADD meeting and then helped the SADD kids from KMHS stage and shoot a video behind the fire hall with a car that our members trained on cutting up ... This was very well attended by members and the video was a success. The kids will submit it to the state contest to be judged so hope they do well. City SRO J. Kasel helped as well.

The Kasson fire Dept was reconigised by Dodge County for a life saving award for a call on 3-29-2017 where members gave CPR to a 2 year old

Kasson Fire was also recognized by JJ Williams at the Kasson School Board meeting on 2-26-18 for the help with the water line break for going above and beyond

March

Members are attending state schools in Mankato and Rochester

We welcomed back FF Jason LaRock from his leave .... Glad to have him back

Thank you to Nick Fitch fr escorting the KM Wrestling team out of town fo State

All of our new members have passed there FFI & FFII Training and state certs ... currently some still have make up classes for the Riverland training before they get their certs

Currently we are a month and a half into running duty crews and things are progressing well and things are working well. We are currently working on setting up a scheduling system to help the members communicate changes and shift updates.

We are also working on updating our computer systems and internet at the hall because it is old and out dated and we do not get good internet service.

We are also working on a new training system that will help track and help members with alternative job schedules stay up to date with trading requirements

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2018		EMS	CO Alarm	Alarm	Motor Vehicle Accident	Motor Vehicle Fire	Fire	Mutual Aid	Gas Leak	Smoke Removal	Dispatched and Canceled	Total
	November	19	1	1	1		2	1				25
	December	25	4			1	1			1	1	33
	January	35		1	3		1		1		1	42
	February	28	2	1	2		2					35
	<b>2018 Total</b>	<b>107</b>	<b>7</b>	<b>3</b>	<b>6</b>	<b>1</b>	<b>6</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>2</b>	<b>135</b>