



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

NOTICE OF MEETING

City Council Meeting

Wednesday, February 7, 2018 7:00 P.M.

City of Lake Elmo | 3800 Laverne Avenue North

AGENDA

A. Call to Order/Pledge of Allegiance

B. Approval of Agenda

C. Accept Minutes

1. January 16, 2018

D. Public Comments/Inquires

E. Presentations

F. Consent Agenda

2. Approve Payment of Disbursements and Payroll
3. Approve Extension of Comcast Cable Franchise Agreement
4. Approve Drug Testing and Drug Free Workplace Policies
5. Approve Service Agreements with Industrial Health Services Network (IHSN)
6. Approve Chicken Ordinance-Ordinance No 08-196
7. Approve Consultant for Brookfield Building Fit Test/Analysis
8. Approve Old Village Ph3 Street & Utility Improvements – Change Order No. 4.
9. Approve Old Village Ph3 Street & Utility Improvements – Pay Request No. 6.
10. Approve Private Development Security Reductions – Easton Village 2nd and Easton Village 3rd.
11. Approve 5th Street North – Resolution Authorizing MnDOT to Perform Speed Zone Study
12. Approve Non Profit Donation Policy

G. Regular Agenda

13. Wyndham Village Subdivision Sketch Plan Review & Comprehensive Plan Amendment – Resolution 2018-006
14. Legacy at North Star Preliminary Plat and PUD Plans-Resolution 2018-013
15. Short Term Rental Ordinance Amendment-Ordinance No 08-197 & 08-200, Resolution 2018-014
16. Fairfield Inn Final PUD and CUP-Resolution 2018-008, 2018-009
17. Solar Ordinance-Ordinance No 08-xx, Resolution 2018-010
18. Windpower Ordinance-Ordinance No 08-xx, Resolution 2018-011
19. CSAH15/CSAH14 Realignment – Resolution Approving Cooperative Agreements-Resolution 2018-012
20. Finance Director-Job Description and Posting
21. Personnel Policy Amendment for Substitute Firefighters

H. Council Reports

I. Staff Reports and Announcements

J. Adjourn

**CITY OF LAKE ELMO
CITY COUNCIL MINUTES
JANUARY 16, 2018**

CALL TO ORDER/PLEDGE OF ALLEGIANCE

Mayor Pearson called the meeting to order at 7:00 pm.

PRESENT: Mayor Mike Pearson and Councilmembers Justin Bloyer, Jill Lundgren and Christine Nelson. **ABSENT:** Councilmember Julie Fliflet.

Staff present: Administrator Handt, City Attorney Sonsalla, City Engineer Griffin, Planning Director Becker, Finance Director Swanson and City Clerk Johnson.

APPROVAL OF AGENDA

Item 3, “Approve Payment of Disbursements and Payroll” was moved to the Regular Agenda.

Councilmember Nelson seconded by Mayor Pearson, moved TO APPROVE THE AGENDA AS AMENDED. Motion passed 5 – 0.

ACCEPT MINUTES

Minutes of the December 19, 2017 and January 2, 2018 Special Meetings and December 19, 2017 Regular Meeting were accepted as presented. Minutes of the January 2, 2018 Regular Meeting were accepted as amended.

PUBLIC COMMENTS/INQUIRIES

None

PRESENTATIONS

Mayor Pearson read a proclamation regarding the 2018 Kindness Campaign promoting random acts of kindness.

CONSENT AGENDA

4. Accept December 2017 Assessor’s Report
5. Accept December 2017 Public Works Department Report
6. Accept December 2017 Building Department Report

7. Accept December 2017 Fire Department Report
8. Approve Community Room Use Agreement for Lake Elmo Library
9. CSAH13 (Ideal Avenue/Olson Lake Trail) – Approve Cooperative Agreement Payment No. 4.
10. Approve Private Development Security Reductions – Southwind; Easton Village 1st; Savona 3rd & 4th.
11. Boulder Ponds 1st Addition – Accept Improvements.
12. Traffic Signal Maintenance Agreements – Approve Cooperative Maintenance Agreements for Traffic Signal Systems at CSAH15 and CSAH10; and at CSAH15 and CSAH14 –*Resolution 2018-005*
13. Approve Contract for Landscape Architecture Services
14. Approve Revised 2018 Regular Meetings Calendar
15. Approve Therapeutic Massage Premises Permit – Boon Massage and Wellness Center, 11200 Stillwater Blvd. Suite 102
16. Approve Fire Department Training Contract with Dakota County Technical College

Consent Agenda accepted by unanimous consensus.

ITEM 3: Approve Payment of Disbursements and Payroll

Brief discussion held regarding the purchase of bottled water. **Payment of disbursements and payroll approved by unanimous consensus.**

ITEM 17: Wyndham Village Subdivision Sketch Plan Review & Comprehensive Plan Amendment

Councilmember Bloyer, seconded by Councilmember Lundgren, moved TO TABLE ITEM 17. Motion passed 4 – 0.

ITEM 18: Legacy at North Star Preliminary Plat and PUD Plans

Planning Director Becker presented details of the proposal for a new single family residential development of 276 lots on 98.93 acres. The PUD and preliminary plat requests were also reviewed along with recommended condition of approval.

Discussion was held concerning trails and a potential connection to the Hamlet on Sunfish Lake neighborhood. Mark Skeie spoke on behalf of the Hamlet HOA, commenting on the trail to the lake access area and buffers between Hamlet and the proposed development.

Neil Kruger, 4452 Lake Elmo Avenue, commented on affordable housing.

Tom Laier, 3899 Kindred Way, commented on public use of the dock in the Hamlet neighborhood.

Craig Allen of GWSA commented on the proposed buffers.

Mayor Pearson, seconded by Councilmember Bloyer, moved TO APPROVE THE LEGACY AT NORTH STAR PRELIMINARY PLAT AND PUD PLANS WITH 25 CONDITIONS OF APPROVAL.

Councilmember Bloyer, seconded by Councilmember Nelson, moved TO AMEND THE PRIMARY MOTION TO STRIKE LANGUAGE IN CONDITION 7 TO STATE THAT THE APPLICANT WILL PROVIDE A TRAIL CONNECTION TO HAMLET ON SUNFISH LAKE AND WILL NOT RECEIVE PARKLAND DEDICATION CREDIT FOR THE TRAIL. Motion passed 3 – 1. (Pearson – nay)

Councilmember Nelson, seconded by Councilmember Bloyer, moved TO AMEND THE PRIMARY MOTION TO REVISE CONDITION 10 TO STATE THAT THE APPLICANT WILL PROVIDE A BUFFER DEEMED ADEQUATE BY THE CITY WITH SUFFICIENT LANDSCAPING OR BERMING WITHIN RESIDENTIAL LOTS PROTECTED BY A LANDSCAPE EASEMENT AND APPROVED BY THE CITY. Motion passed 3 – 1. (Lundgren – nay) Council expressed consensus that portions of the buffer are anticipated to be 50 feet.

Councilmember Bloyer, seconded by Councilmember Nelson, moved TO AMEND THE PRIMARY MOTION BY STRIKING CONDITION 13 REQUIRING DEVELOPER TO DEDICATE PARKLAND WITHOUT RECEIVING PARKLAND DEDICATION CREDIT. Motion passed 4 – 0.

Councilmember Bloyer, seconded by Councilmember Nelson, moved TO AMEND THE PRIMARY MOTION BY STRIKING CONDITION 19 REQUIRING FENCING AROUND STORMWATER PONDING. Motion failed 1 – 3. (Pearson, Lundgren, Nelson – nay)

Mayor Pearson, seconded by Councilmember Nelson, moved TO AMEND THE PRIMARY MOTION TO AMEND CONDITION 25 TO STATE THAT THE DEVELOPER WILL PROVIDE A TRAIL EASEMENT THE LENGTH OF THE STORMWATER PIPE ALONG LAKE ELMO AVENUE AND GRADE THE AREA FOR A FUTURE BITUMINOUS TRAIL. Motion passed 4 – 0.

Mayor Pearson, seconded by Councilmember Bloyer, moved TO DIRECT STAFF TO PREPARE A RESOLUTION FOR APPROVAL OF PRELIMINARY PLAT AND PUD WITH CONDITIONS STATED IN THE CURRENT COUNCIL PACKET AS AMENDED BY THE CITY COUNCIL. Motion passed 4 – 0.

Primary motion as amended passed 4 – 0.

ITEM 19: Interim Ordinance for Comprehensive Plan Amendment Moratorium

Planning Director Becker provided an overview of the proposed ordinance.

Councilmember Lundgren, seconded by Councilmember Bloyer, moved TO OPEN THE PUBLIC HEARING. Motion passed 4 – 0.

Craig Allen, GWSA, relayed concerns expressed by a landowner.

Councilmember Bloyer, seconded by Councilmember Lundgren, moved TO CLOSE THE PUBLIC HEARING. Motion passed 4 – 0.

Councilmember Bloyer, seconded by Councilmember Nelson, moved TO ADOPT ORDINANCE 08-195 DECLARING A MORATORIUM FOR A ONE YEAR PERIOD ON 2030 COMPREHENSIVE PLAN AMENDMENTS. Motion passed 4 – 0.

Mayor Pearson, seconded by Councilmember Bloyer, moved TO ADOPT RESOLUTION 2018-007 AUTHORIZING SUMMARY PUBLICATION OF ORDINANCE 08-195. Motion passed 4 – 0.

ITEM 20: Assessor Services

Administrator Handt reviewed proposals for assessor services.

Councilmember Lundgren, seconded by Councilmember Bloyer, moved TO DIRECT STAFF TO PREPARE A CONTRACT FOR ASSESSING SERVICES WITH CHASE PELOQUIN. Motion passed 4 – 0.

ITEM 21: Purchase Agreement for 3880 Laverne Ave. N.

Administrator Handt provided an update on the potential offer to purchase 3880 Laverne Avenue North and reviewed proposed terms of the draft purchase agreement prepared by the City Attorney. Financing was discussed with Finance Director Swanson recommending that the City use the EDA to issue bonds to finance the purchase.

Councilmember Bloyer, seconded by Councilmember Nelson, moved TO APPROVE THE PURCHASE AGREEMENT FOR 3880 LAVERNE AVE. N., APPROVE \$3,300 FOR CEG TO COMPLETE A PROPERTY CONDITIONS ASSESSMENT AND PHASE 1 ENVIRONMENTAL ASSESSMENT, DIRECT STAFF TO BEGIN SECURING FINANCING VIA THE EDA USING HRA POWERS AND AUTHORIZE THE CITY ADMINISTRATOR TO CONTRACT A FIT ANALYSIS. Motion passed 4 – 0.

STAFF REPORTS AND ANNOUNCEMENTS

Administrator Handt: Announced an open house February 15th from 6:00 p.m. to 8:00 p.m. for public input on the space needs study.

City Attorney Sonsalla: Working on the 3880 Laverne purchase agreement and other issues

City Engineer Griffin: Working on the CSAH 15 realignment and Hudson Blvd. project.

Meeting adjourned at 9:46 pm.

LAKE ELMO CITY COUNCIL

ATTEST:

Mike Pearson, Mayor

Julie Johnson, City Clerk



STAFF REPORT

DATE: February 6, 2018
CONSENT

TO: Mayor and City Council
FROM: Amy La Belle, Accountant
AGENDA ITEM: Approve Disbursements
REVIEWED BY: Kristina Handt, City Administrator

BACKGROUND INFORMATION/STAFF REPORT:

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

FISCAL IMPACT:

Claim #	Amount	Description
ACH	\$ 64,787.61	Payroll 02/01/18
46947-47018	\$ 361,083.20	Accounts Payable 02/06/18
2886	\$ 186.59	Accounts Payable (Library Checks) 02/06/18
TOTAL	\$ 426,057.40	

RECOMMENDATION:

If removed from the consent agenda, the recommended motion is as follows:

“Motion to approve the aforementioned disbursements in the amount of \$ 426,057.40.”

ATTACHMENTS:

1. Accounts Payable – check register

2017

K. Hunt

Accounts Payable To Be Paid Proof List

User: Amy
Printed: 02/01/2018 - 9:27 AM
Batch: 029-12-2017

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
Aspen Mills, Inc.										
ASPENMI										
210713	01/24/2018	109.30	0.00	02/06/2018	Polo shirts LC (backorder)		-			No 0000
101-420-2220-44170	Uniforms									
	210713 Total:	109.30								
210720	01/24/2018	782.30	0.00	02/06/2018	Uniform - KJ		-			No 0000
101-420-2220-44170	Uniforms									
	210720 Total:	782.30								
210721	01/24/2018	729.35	0.00	02/06/2018	Uniform - NW		-			No 0000
101-420-2220-44170	Uniforms									
	210721 Total:	729.35								
	ASPENMI Total:	1,620.95								
	Aspen Mills, Inc. Total:	1,620.95								
Biff's Inc.										
BIFFS										
W664841-W664843	01/03/2018	199.00	0.00	02/06/2018	Portable Restrooms Dec 2017		-			No 0000
101-450-5200-44120	Rentals - Buildings									
	W664841-W664843 Total:	199.00								
	BIFFS Total:	199.00								
	Biff's Inc. Total:	199.00								
City of Oakdale										
CTYOAKDA										
10000460-01	12/31/2017	8,620.24	0.00	02/06/2018	Water South Pit 120217-010118		-			No 0000
601-494-9400-43820	Water Utility									
	10000460-01 Total:	8,620.24								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
CTYOAKDA Total:		8,620.24								
City of Oakdale Total:		8,620.24								
Companion Animal Control, LLC										
C A C										
20171130	11/30/2017	500.00	0.00	02/06/2018	Animal Control Svs - November 2017		-		No	0000
101-420-2700-43150	Contract Services									
20171130	11/30/2017	60.00	0.00	02/06/2018	Call/Impound 7am-7pm Nov 2017		-		No	0000
101-420-2700-43150	Contract Services									
20171130	11/30/2017	90.00	0.00	02/06/2018	Call/Impound 7pm-7am Nov 2017		-		No	0000
101-420-2700-43150	Contract Services									
	20171130 Total:	650.00								
20171231	12/31/2017	500.00	0.00	02/06/2018	Animal Control Svs - December 2017		-		No	0000
101-420-2700-43150	Contract Services									
20171231	12/31/2017	150.00	0.00	02/06/2018	Call/Impound 7am-7pm Dec 2017		-		No	0000
101-420-2700-43150	Contract Services									
	20171231 Total:	650.00								
	C A C Total:	1,300.00								
Companion Animal Control, LLC Total:		1,300.00								
Fire CATT, LLC										
FIRECATT										
MN-6242	10/21/2017	1,960.75	0.00	02/06/2018	2017 Annual Hose Testing		-		No	0000
101-420-2220-44040	Repairs/Maint Eqpt									
	MN-6242 Total:	1,960.75								
	FIRECATT Total:	1,960.75								
Fire CATT, LLC Total:		1,960.75								
Greenscape Co. Inc.										
GREENSCA										
17408	12/18/2017	24,800.00	0.00	02/06/2018	Lions Park Irrigation		-		No	0000
404-480-8000-43050	Other Park Ded Prof Services									
17408	12/18/2017	-1,240.00	0.00	02/06/2018	Lions Park Irrigation (5% retainage)		-		No	0000
404-480-8000-43050	Other Park Ded Prof Services									
	17408 Total:	23,560.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
GREENSCA Total:		23,560.00								
Greenscape Co. Inc. Total:		23,560.00								
Hawkins, Inc.										
HAWKINS										
4205566	12/29/2017	25.00	0.00	02/06/2018	Water Treatment Chemicals		-		No	0000
601-494-9400-42160	Chemicals									
4205566 Total:		25.00								
4206028	12/28/2017	1,448.00	0.00	02/06/2018	Well # 1 Flouride		-		No	0000
601-494-9400-42160	Chemicals									
4206028 Total:		1,448.00								
HAWKINS Total:		1,473.00								
Hawkins, Inc. Total:		1,473.00								
Johnson & Turner Attorneys										
JOHNSON&										
68298	12/31/2017	3,500.00	0.00	02/06/2018	Prosecution Svs Dec 2017		-		No	0000
101-420-2150-43045	Attorney Criminal									
68298 Total:		3,500.00								
JOHNSON& Total:		3,500.00								
Johnson & Turner Attorneys Total:		3,500.00								
Kennedy & Graven, Chartered										
KENGRAVE										
141154	01/24/2018	4,462.00	0.00	02/06/2018	General Matters		-		No	0000
101-410-1320-43040	Legal Services									
141154	01/24/2018	155.00	0.00	02/06/2018	Library Matters		-		No	0000
101-410-1320-43040	Legal Services									
141154	01/24/2018	2,408.24	0.00	02/06/2018	3M Litigation		-		No	0000
601-494-9400-43040	Legal Services									
141154	01/24/2018	155.00	0.00	02/06/2018	Verizon Lease		-		No	0000
101-410-1320-43040	Legal Services									
141154	01/24/2018	1,268.25	0.00	02/06/2018	Hidden Meadows II		-		No	0000
803-000-0000-22910	Developer Payments									
141154	01/24/2018	161.25	0.00	02/06/2018	Easton Village III		-		No	0000
803-000-0000-22910	Developer Payments									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
141154	01/24/2018	988.50	0.00	02/06/2018	Lake Elmo Inn Assessment Appeal		-			No 0000
101-410-1320-43040	Legal Services									
141154	01/24/2018	542.50	0.00	02/06/2018	Purchase of 3880 Laverne Ave N		-			No 0000
101-410-1320-43040	Legal Services									
	141154 Total:	10,140.74								
	KENGRAVE Total:	10,140.74								
	Kennedy & Graven, Chartered Total:	10,140.74								
Killmer Electric Co. Inc.										
KILLMERE										
142-17	12/20/2017	4,970.00	0.00	02/06/2018	Lions Park Electrical Work		-			No 0000
404-480-8000-43050	Other Park Ded Prof Services									
	142-17 Total:	4,970.00								
	KILLMERE Total:	4,970.00								
	Killmer Electric Co. Inc. Total:	4,970.00								
Lake Elmo Oil, Inc.										
LEOIL										
20171231	12/31/2017	213.29	0.00	02/06/2018	Fuel		-			No 0000
101-420-2220-42120	Fuel, Oil and Fluids									
	20171231 Total:	213.29								
	LEOIL Total:	213.29								
	Lake Elmo Oil, Inc. Total:	213.29								
Maroney's Sanitation, Inc										
MARONEYS										
707345	01/10/2018	121.72	0.00	02/06/2018	Trash Service - City Hall 1201-1231		-			No 0000
101-410-1940-43840	Refuse									
707345	01/10/2018	50.77	0.00	02/06/2018	Trash Service - Fire Station 1201-1231		-			No 0000
101-420-2220-43840	Refuse									
707345	01/10/2018	221.17	0.00	02/06/2018	Trash Svs - Parks Bldg/Storage 1201-1231		-			No 0000
101-450-5200-43840	Refuse									
707345	01/10/2018	231.04	0.00	02/06/2018	Trash Service - Public Works 1201-1231		-			No 0000
101-430-3100-43840	Refuse									
707345	01/10/2018	50.88	0.00	02/06/2018	Trash Service - Library 1201-1231		-			No 0000
206-450-5300-43840	Refuse									
	707345 Total:	675.58								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
MARONEYS Total:		675.58								
Maroney's Sanitation, Inc Total:		675.58								
Menards - Oakdale										
MENARDSO										
46454	12/29/2017	67.36	0.00	02/06/2018	Station cleaning supplies		-		No	0000
101-420-2220-44010	Repairs/Maint Bldg									
46454 Total:		67.36								
46519	12/30/2017	9.98	0.00	02/06/2018	Station maintenance		-		No	0000
101-420-2220-44010	Repairs/Maint Bldg									
46519 Total:		9.98								
MENARDSO Total:		77.34								
Menards - Oakdale Total:		77.34								
Northland Securities, Inc.										
NORTHSEC										
5145	01/09/2018	1,750.00	0.00	02/06/2018	FY 2017 Continuing Disclosure on EMMA		-		No	0000
101-410-1520-44300	Miscellaneous									
5145 Total:		1,750.00								
NORTHSEC Total:		1,750.00								
Northland Securities, Inc. Total:		1,750.00								
River Country Cooperative										
RIVRCOOP										
200002497	12/31/2017	764.97	0.00	02/06/2018	Fuel		-		No	0000
101-420-2220-42120	Fuel, Oil and Fluids									
200002497 Total:		764.97								
RIVRCOOP Total:		764.97								
River Country Cooperative Total:		764.97								
River Valley Printing										
RIVERPRT										
6090	12/30/2017	2,741.33	0.00	02/06/2018	Safe Haven - printing and mailing		-		No	0000
101-420-2220-42090	Fire Prevention									
6090 Total:		2,741.33								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
RIVERPRT Total:		2,741.33								
River Valley Printing Total:		2,741.33								
Schlomka Services LLC										
SCHLOMKA										
21127	01/04/2018	220.00	0.00	02/06/2018	Inwood holding tank pumping 122917		-		No	0000
601-494-9400-43150	Contract Services									
21127	01/04/2018	250.00	0.00	02/06/2018	PW holding tank pumping 122917		-		No	0000
101-430-3100-44010	Repairs/Maint Bldg									
	21127 Total:	470.00								
	SCHLOMKA Total:	470.00								
Schlomka Services LLC Total:		470.00								
Short Elliott Hendrickson, Inc										
SEH										
343931	01/08/2018	2,260.54	0.00	02/06/2018	OV Phase 4 - Project 2017.157		-		No	0000
409-480-8000-43150	Contract Services									
	343931 Total:	2,260.54								
344339	01/10/2018	914.25	0.00	02/06/2018	Inwood Water Tower - Project 2015.130		-		No	0000
601-494-9400-43030	Engineering Services									
	344339 Total:	914.25								
	SEH Total:	3,174.79								
Short Elliott Hendrickson, Inc Total:		3,174.79								
SRF Consulting Group, Inc										
SRFCONSUS										
08132.01-2	12/31/2017	3,625.44	0.00	02/06/2018	State Highway 36 South Frontage Road		-		No	0000
101-410-1930-43030	Engineering Services									
08132.01-2	11/30/2017	10,407.50	0.00	02/06/2018	State Highway 36 South Frontage Road		-		No	0000
101-410-1930-43030	Engineering Services									
	08132.01-2 Total:	14,032.94								
	SRFCONSUS Total:	14,032.94								
SRF Consulting Group, Inc Total:		14,032.94								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
TEI Landmark Audio										
TEILANDM										
11854123	12/19/2017	24.09	0.00	02/06/2018	Audio Books		-			No 0000
206-450-5300-42500	Library Collection Maintenance									
	11854123 Total:	24.09								
11854165	12/20/2017	162.50	0.00	02/06/2018	Audio Books		-			No 0000
206-450-5300-42500	Library Collection Maintenance									
	11854165 Total:	162.50								
	TEILANDM Total:	186.59								
	TEI Landmark Audio Total:	186.59								
Telemetry & Process Controls										
TELEMETR										
106792	12/31/2017	279.00	0.00	02/06/2018	SCADA Svs Dec 2017		-			No 0000
601-494-9400-43150	Contract Services									
106792	12/31/2017	279.00	0.00	02/06/2018	SCADA Svs Dec 2017		-			No 0000
602-495-9450-43150	Contract Services									
	106792 Total:	558.00								
	TELEMETR Total:	558.00								
	Telemetry & Process Controls Total:	558.00								
TKDA, Inc.										
TKDA										
002017005397	01/11/2018	591.39	0.00	02/06/2018	2017 Streets - Project 2016.135		-			No 0000
409-480-8000-43150	Contract Services									
	002017005397 Total:	591.39								
	TKDA Total:	591.39								
	TKDA, Inc. Total:	591.39								
Verizon Wireless										
VERIZON										
9798535255	12/21/2017	88.32	0.00	02/06/2018	Wireless Charges 112217-122117		-			No 0000
101-430-3100-43210	Telephone									
	9798535255 Total:	88.32								
	VERIZON Total:	88.32								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
	Verizon Wireless Total:	88.32								
Washington Conservation Dist.										
WASHCONS										
4030	12/31/2017	625.00	0.00	02/06/2018	2017 4th Q billing		-		No	0000
603-496-9500-43150	Contract Services									
	4030 Total:	625.00								
	WASHCONS Total:	625.00								
Washington Conservation Dist. Total:										
		625.00								
Water Conservation Svs Inc.										
WATERCON										
8141	01/03/2018	294.08	0.00	02/06/2018	122717 watermain break Layton Ave N		-		No	0000
601-494-9400-43150	Contract Services									
	8141 Total:	294.08								
	WATERCON Total:	294.08								
Water Conservation Svs Inc. Total:										
		294.08								
Xcel Energy										
XCEL										
575045662	01/30/2018	886.83	0.00	02/06/2018	Library		-		No	0000
206-450-5300-43810	Electric Utility									
	575045662 Total:	886.83								
	XCEL Total:	886.83								
Xcel Energy Total:										
		886.83								
	Report Total:	84,475.13								

2018
L. Hunt

Accounts Payable To Be Paid Proof List

User: Amy
Printed: 02/01/2018 - 9:25 AM
Batch: 006-02-2018

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
Accela, Inc										
ACCELA										
inv-acc36511	12/29/2017	6,226.94	0.00	02/06/2018	2018 Springbrook Maint	0101-1231	-			No 0000
101-410-1520-43190	Software Programs									
	inv-acc36511 Total:	6,226.94								
	ACCELA Total:	6,226.94								
	Accela, Inc Total:	6,226.94								
Advanced Auto Parts										
ADVAUTO										
460634	01/17/2018	17.10	0.00	02/06/2018	Wiper blades		-			No 0000
101-430-3100-42210	Repair/Maint. Supplies									
	460634 Total:	17.10								
460665	01/17/2018	58.64	0.00	02/06/2018	Work light		-			No 0000
101-430-3100-42210	Repair/Maint. Supplies									
	460665 Total:	58.64								
	ADVAUTO Total:	75.74								
	Advanced Auto Parts Total:	75.74								
Becker Emily										
BECKEREM										
20180124	01/24/2018	15.82	0.00	02/06/2018	Mileage - EB		-			No 0000
101-410-1910-44370	Conferences & Training									
20180124	01/24/2018	7.00	0.00	02/06/2018	Parking - EB		-			No 0000
101-410-1910-44370	Conferences & Training									
	20180124 Total:	22.82								
	BECKEREM Total:	22.82								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Becker Emily Total:		22.82								
Becker Fire and Safety, LLC										
BECKER										
3297	01/24/2018	517.25	0.00	02/06/2018	2018 Annual Extinguisher Insp - Fire		-		No	0000
101-420-2220-44040	Repairs/Maint Eqpt									
3297 Total:		517.25								
3298	01/24/2018	439.60	0.00	02/06/2018	2018 Annual Extinguisher Insp - PW		-		No	0000
101-430-3100-44040	Repairs/Maint Eqpt									
3298 Total:		439.60								
3299	01/24/2018	49.00	0.00	02/06/2018	2018 Annual Extinguisher Insp - City Hal		-		No	0000
101-410-1940-44010	Repairs/Maint Contractual Bldg									
3299 Total:		49.00								
BECKER Total:		1,005.85								
Becker Fire and Safety, LLC Total:		1,005.85								
Braun Intertec Corporation										
BRAUN										
B117448	01/08/2018	146.00	0.00	02/06/2018	1-94 Lift Station - Project 2016.134		-		No	0000
602-495-9450-43150	Contract Services									
B117448 Total:		146.00								
BRAUN Total:		146.00								
Braun Intertec Corporation Total:		146.00								
Cardmember Service										
CARDMEMB										
20171220	12/20/0117	130.00	0.00	02/06/2018	2018 AMEM Membership		-		No	0000
101-420-2220-44330	Dues & Subscriptions									
20171220	12/20/0117	264.00	0.00	02/06/2018	2018 MSFCA Membership		-		No	0000
101-420-2220-44330	Dues & Subscriptions									
20171220	12/20/0117	259.00	0.00	02/06/2018	2018 IAFC Membership		-		No	0000
101-420-2220-44330	Dues & Subscriptions									
20171220	12/20/0117	350.00	0.00	02/06/2018	2018 Gov's Conf Registration		-		No	0000
101-420-2220-44330	Dues & Subscriptions									
20171220	12/20/0117	6.59	0.00	02/06/2018	Postage - Code Enforcement		-		No	0000
101-410-1910-43220	Postage									
20171220	12/20/0117	55.44	0.00	02/06/2018	Council Mtg meal 010218		-		No	0000
101-410-1110-44300	Miscellaneous									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
20171220	12/20/0117	1.00	0.00	02/06/2018	USPS Change of address fee		-			No 0000
101-410-1320-43220	Postage									
20171220	12/20/0117	50.00	0.00	02/06/2018	Constant Contact - weekly email letter		-			No 0000
101-410-1450-43180	Information Technology/Web									
20171220	12/20/0117	360.83	0.00	02/06/2018	Public Service Recognition Supplies		-			No 0000
101-410-1320-44300	Miscellaneous									
20171220	12/20/0117	-209.69	0.00	02/06/2018	Budget Mailboxes - Canceled Order		-			No 0000
101-430-3100-42250	Street Maintenance									
20171220	12/20/0117	-5.06	0.00	02/06/2018	Amazon Prime Membership - Credit		-			No 0000
101-430-3100-44330	Dues & Subscriptions									
20171220	12/20/0117	9.27	0.00	02/06/2018	Postage - Water Samples		-			No 0000
601-494-9400-43220	Postage									
20171220	12/20/0117	10.99	0.00	02/06/2018	Amazon Prime Membership		-			No 0000
101-430-3100-44330	Dues & Subscriptions									
20171220	12/20/0117	150.00	0.00	02/06/2018	Asset Mgmt Software		-			No 0000
101-430-3100-42210	Repair/Maint. Supplies									
20171220	12/20/0117	99.00	0.00	02/06/2018	Amazon Prime Membership		-			No 0000
101-430-3100-44330	Dues & Subscriptions									
20171220	12/20/0117	155.28	0.00	02/06/2018	Amazon Prime - back up battery		-			No 0000
602-495-9450-42270	Repair/Maint. Supplies									
20171220	12/20/0117	64.26	0.00	02/06/2018	Holiday - car wash		-			No 0000
101-420-2220-44300	Miscellaneous									
	20171220 Total:	1,750.91								
	CARDMEMB Total:	1,750.91								
	Cardmember Service Total:	1,750.91								
Central Pension Fund										
CENTRALP										
2010118	01/18/2018	420.00	0.00	02/06/2018	CPF Contributions - 011818		-			No 0000
101-000-0000-21714	Union Pension									
	2010118 Total:	420.00								
	CENTRALP Total:	420.00								
	Central Pension Fund Total:	420.00								
Century Power Equipment										
CENTPOW										
734962	01/10/2018	95.25	0.00	02/06/2018	Saw part & Maint items		-			No 0000
101-420-2220-44040	Repairs/Maint Eqpt									
	734962 Total:	95.25								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
736019	01/24/2018	4.54	0.00	02/06/2018	Chain saw parts		-			No 0000
101-420-2220-44040	Repairs/Maint Eqpt									
	736019 Total:	4.54								
	CENTPOW Total:	99.79								
Century Power Equipment Total:		99.79								
Cintas Corporation #754										
CINTAS										
754816249	01/10/2018	101.92	0.00	02/06/2018	Uniforms		-			No 0000
101-430-3100-44170	Uniforms									
754816249	01/10/2018	55.41	0.00	02/06/2018	Rugs/Soap/Rags		-			No 0000
101-430-3100-42150	Operating Supplies									
	754816249 Total:	157.33								
754818460	01/30/2018	76.18	0.00	02/06/2018	Cleaning & maintenance supplies		-			No 0000
101-410-1940-44010	Repairs/Maint Contractual Bldg									
	754818460 Total:	76.18								
754818873	01/17/2018	101.92	0.00	02/06/2018	Uniforms		-			No 0000
101-430-3100-44170	Uniforms									
754818873	01/17/2018	79.30	0.00	02/06/2018	Rugs/Soap/Rags		-			No 0000
101-430-3100-42150	Operating Supplies									
	754818873 Total:	181.22								
754821536	01/24/2018	101.92	0.00	02/06/2018	Uniforms		-			No 0000
101-430-3100-44170	Uniforms									
754821536	01/24/2018	55.87	0.00	02/06/2018	Rugs/Soap/Rags		-			No 0000
101-430-3100-42150	Operating Supplies									
	754821536 Total:	157.79								
754823795	01/16/2018	151.44	0.00	02/06/2018	Cleaning & maintenance supplies		-			No 0000
101-410-1940-44010	Repairs/Maint Contractual Bldg									
	754823795 Total:	151.44								
	CINTAS Total:	723.96								
Cintas Corporation #754 Total:		723.96								
Colemer Jamie										
COLEMER										
20180119	01/19/2018	89.90	0.00	02/06/2018	Boots - JC		-			No 0000
101-430-3100-44170	Uniforms									
	20180119 Total:	89.90								
	COLEMER Total:	89.90								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Colemer Jamie Total:		89.90								
Compass Minerals										
COMPASS										
160818	01/08/2018	3,650.76	0.00	02/06/2018	Road Salt - Treated		-		No	0000
101-430-3100-42290	Sand/Salt									
160818 Total:		3,650.76								
162368	01/09/2018	3,732.09	0.00	02/06/2018	Road Salt - Treated		-		No	0000
101-430-3100-42290	Sand/Salt									
162368 Total:		3,732.09								
171642	01/17/2018	1,356.33	0.00	02/06/2018	Road Salt - regular		-		No	0000
101-430-3100-42290	Sand/Salt									
171642 Total:		1,356.33								
173188	01/18/2018	7,744.98	0.00	02/06/2018	Road Salt - regular		-		No	0000
101-430-3100-42290	Sand/Salt									
173188 Total:		7,744.98								
COMPASS Total:		16,484.16								
Compass Minerals Total:		16,484.16								
Core & Main LP										
CORE										
1230356	01/02/2018	138.37	0.00	02/06/2018	Gate Valve Wrenches		-		No	0000
601-494-9400-42210	Repair/Maint. Supplies									
1230356 Total:		138.37								
CORE Total:		138.37								
Core & Main LP Total:		138.37								
Delta Dental Of Minnesota										
DELTA										
7163346	01/25/2018	676.30	0.00	02/06/2018	Delta Dental Premium - February 2018		-		No	0000
101-000-0000-21706	Medical Insurance									
7163346 Total:		676.30								
DELTA Total:		676.30								
Delta Dental Of Minnesota Total:		676.30								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Douglas-Kerr Underground, LLC										
DOUGLASK										
Pay Req 6	01/29/2018	43,209.43	0.00	02/06/2018	OV Phase 3 - Project 2016.133		-		No	0000
409-480-8000-43150	Contract Services									
Pay Req 6	01/29/2018	17,912.61	0.00	02/06/2018	OV Phase 3 - Project 2016.133		-		No	0000
601-494-9400-43150	Contract Services									
Pay Req 6	01/29/2018	23,172.59	0.00	02/06/2018	OV Phase 3 - Project 2016.133		-		No	0000
602-495-9450-43150	Contract Services									
	Pay Req 6 Total:	84,294.63								
	DOUGLASK Total:	84,294.63								
Douglas-Kerr Underground, LLC Total:		84,294.63								
Effinger Joe										
EFFINGER										
20180119	01/19/2018	150.49	0.00	02/06/2018	Boots - JE		-		No	0000
101-430-3100-44170	Uniforms									
	20180119 Total:	150.49								
	EFFINGER Total:	150.49								
Effinger Joe Total:		150.49								
Fastenal Company										
FASTENAL										
MNOAK22152	01/19/2018	9.19	0.00	02/06/2018	Misc bolts		-		No	0000
101-430-3100-42210	Repair/Maint. Supplies									
	MNOAK22152 Total:	9.19								
	FASTENAL Total:	9.19								
Fastenal Company Total:		9.19								
Francotyp-Postalia, Inc										
FRANCOTY										
ri103496515	01/03/2018	599.40	0.00	02/06/2018	2018 FP Postage Mach Maint 0101-1231		-		No	0000
101-410-1320-43220	Postage									
	ri103496515 Total:	599.40								
	FRANCOTY Total:	599.40								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
Francotyp-Postalia, Inc Total:		599.40								
Friends of LE Sunfish Lake Prk										
FROFSUNF										
20180124	01/24/2018	4,457.57	0.00	02/06/2018	Hardware, insulation, ect. - Menards		-		No	0000
803-000-0000-22920	Interpretive Nature Center									
20180124	01/24/2018	1,065.83	0.00	02/06/2018	Soffit, Facia, J Trim - Arrow Building		-		No	0000
803-000-0000-22920	Interpretive Nature Center									
20180124	01/24/2018	1,138.68	0.00	02/06/2018	Insulation, lighting, hardware, fuel		-		No	0000
803-000-0000-22920	Interpretive Nature Center									
20180124	01/24/2018	529.93	0.00	02/06/2018	Lumber, hardware, fuel - Menards		-		No	0000
803-000-0000-22920	Interpretive Nature Center									
20180124	01/24/2018	279.79	0.00	02/06/2018	Poly, caulk, hardware - Menards		-		No	0000
803-000-0000-22920	Interpretive Nature Center									
	20180124 Total:	7,471.80								
	FROFSUNF Total:	7,471.80								
Friends of LE Sunfish Lake Prk Total:		7,471.80								
Gopher State One Call										
ONECALL										
8000499	01/31/2018	25.00	0.00	02/06/2018	2018 Gopher State One annual fee		-		No	0000
601-494-9400-43150	Contract Services									
8000499	01/31/2018	25.00	0.00	02/06/2018	2018 Gopher State One annual fee		-		No	0000
602-495-9450-43150	Contract Services									
	8000499 Total:	50.00								
	ONECALL Total:	50.00								
Gopher State One Call Total:		50.00								
Great America Financial										
GREATAM										
21825155	12/18/2017	407.89	0.00	02/06/2018	Sharp MX-5141N Maint Jan 2018		-		No	0000
101-410-1940-44040	Repairs/Maint Contractual Eqpt									
	21825155 Total:	407.89								
21988329	01/16/2018	572.26	0.00	02/06/2018	Sharp MX-5141N Maint Feb 2018 & Color		-		No	0000
101-410-1940-44040	Repairs/Maint Contractual Eqpt									
	21988329 Total:	572.26								
	GREATAM Total:	980.15								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
Great America Financial Total:		980.15								
H & L Mesabi Corp										
H & L										
99755	01/09/2018	660.00	0.00	02/06/2018	Curb runners		-		No	0000
101-430-3100-42210	Repair/Maint. Supplies									
99755 Total:		660.00								
99814	01/09/2018	3,658.00	0.00	02/06/2018	Cutting edges		-		No	0000
101-430-3100-42210	Repair/Maint. Supplies									
99814 Total:		3,658.00								
99895	01/16/2018	3,189.98	0.00	02/06/2018	Cutting edges		-		No	0000
101-430-3100-42210	Repair/Maint. Supplies									
99895 Total:		3,189.98								
H & L Total:		7,507.98								
H & L Mesabi Corp Total:		7,507.98								
Hawkins, Inc.										
HAWKINS										
4211963	01/11/2018	674.80	0.00	02/06/2018	Water Treatment Chemicals		-		No	0000
601-494-9400-42160	Chemicals									
4211963 Total:		674.80								
HAWKINS Total:		674.80								
Hawkins, Inc. Total:		674.80								
Holiday Credit Office										
HOLIDAYC										
20180115	01/15/2018	221.37	0.00	02/06/2018	Fuel		-		No	0000
101-420-2220-42120	Fuel, Oil and Fluids									
20180115 Total:		221.37								
HOLIDAYC Total:		221.37								
Holiday Credit Office Total:		221.37								
Innovative Office Solutions										
INNOVAT										
IN1887348	01/08/2018	26.94	0.00	02/06/2018	Office Supplies		-		No	0000
101-410-1320-42000	Office Supplies									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
IN1887348	01/08/2018	8.22	0.00	02/06/2018	Office Supplies		-			No 0000
101-410-1520-42000	Office Supplies									
	IN1887348 Total:	35.16								
IN1889754	01/09/2018	2.94	0.00	02/06/2018	Office Supplies		-			No 0000
101-410-1320-42000	Office Supplies									
	IN1889754 Total:	2.94								
IN1892866	01/11/2018	63.98	0.00	02/06/2018	Paper		-			No 0000
101-410-1320-42000	Office Supplies									
	IN1892866 Total:	63.98								
SCN-068953	01/12/2018	-2.94	0.00	02/06/2018	CREDIT - Returned Item		-			No 0000
101-410-1320-42000	Office Supplies									
	SCN-068953 Total:	-2.94								
	INNOVAT Total:	99.14								
Innovative Office Solutions Total:		99.14								
IUOE Local 49										
IUOEDUES										
20180131	01/04/2018	241.50	0.00	02/06/2018	Union Dues - January 2018		-			No 0000
101-000-0000-21712	Union Dues									
	20180131 Total:	241.50								
	IUOEDUES Total:	241.50								
IUOE Local 49 Total:		241.50								
IUOE Local 49 Fringe Benefit F										
IUOEHEAL										
20180201	02/01/2018	8,190.00	0.00	02/06/2018	Union Health Ins - February 2018		-			No 0000
101-000-0000-21713	Union Health Insurance									
	20180201 Total:	8,190.00								
20180301	03/01/2018	8,680.00	0.00	02/06/2018	Union Health Ins - March 2018		-			No 0000
101-000-0000-21713	Union Health Insurance									
	20180301 Total:	8,680.00								
	IUOEHEAL Total:	16,870.00								
IUOE Local 49 Fringe Benefit F Total:		16,870.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Kath Fuel Oil Service Co										
kathfuel										
613407	01/08/2018	2,118.09	0.00	02/06/2018	Diesel Fuel		-		No	0000
101-430-3100-42120	Fuel, Oil and Fluids									
	613407 Total:	2,118.09								
613408	01/08/2018	170.63	0.00	02/06/2018	Diesel Fuel		-		No	0000
101-430-3100-42120	Fuel, Oil and Fluids									
	613408 Total:	170.63								
613409	01/08/2018	743.63	0.00	02/06/2018	Unleaded Fuel		-		No	0000
101-430-3100-42120	Fuel, Oil and Fluids									
	613409 Total:	743.63								
	kathfuel Total:	3,032.35								
	Kath Fuel Oil Service Co Total:	3,032.35								
King Cassidy										
KINGK										
20180119	01/19/2018	55.00	0.00	02/06/2018	Cable Oper - City Council Mtg 011618		-		No	0000
101-410-1450-43620	Cable Operations									
20180119	01/19/2018	55.00	0.00	02/06/2018	Cable Oper - Parks Comm 011718		-		No	0000
101-410-1450-43620	Cable Operations									
	20180119 Total:	110.00								
	KINGK Total:	110.00								
	King Cassidy Total:	110.00								
League of MN Cities										
LEAGMN										
253200	01/03/2018	60.00	0.00	02/06/2018	Land Use Training - Weeks & Pearce		-		No	0000
101-410-1910-44370	Conferences & Training									
	253200 Total:	60.00								
	LEAGMN Total:	60.00								
	League of MN Cities Total:	60.00								
League of MN Cities Ins. Trust										
LMCIT										
1192018	01/19/2018	236.54	0.00	02/06/2018	2018 Workers Compensation Renewal		-		No	0000
101-410-1110-41510	Workers Compensation									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
1192018	01/19/2018	2,004.59	0.00	02/06/2018	2018 Workers Compensation Renewal		-			No 0000
101-410-1320-41510	Workers Compensation									
1192018	01/19/2018	261.62	0.00	02/06/2018	2018 Workers Compensation Renewal		-			No 0000
101-410-1450-41510	Workers Compensation									
1192018	01/19/2018	243.81	0.00	02/06/2018	2018 Workers Compensation Renewal		-			No 0000
101-410-1520-41510	Workers Compensation									
1192018	01/19/2018	1,424.00	0.00	02/06/2018	2018 Workers Compensation Renewal		-			No 0000
101-410-1910-41510	Workers Compensation									
1192018	01/19/2018	31,635.06	0.00	02/06/2018	2018 Workers Compensation Renewal		-			No 0000
101-420-2220-41510	Workers Compensation									
1192018	01/19/2018	2,567.26	0.00	02/06/2018	2018 Workers Compensation Renewal		-			No 0000
101-420-2400-41510	Workers Compensation									
1192018	01/19/2018	23,592.80	0.00	02/06/2018	2018 Workers Compensation Renewal		-			No 0000
101-430-3100-41510	Workers Compensation									
1192018	01/19/2018	22,077.99	0.00	02/06/2018	2018 Workers Compensation Renewal		-			No 0000
101-450-5200-41510	Workers Compensation									
1192018	01/19/2018	7,029.21	0.00	02/06/2018	2018 Workers Compensation Renewal		-			No 0000
601-494-9400-41510	Workers Compensation									
1192018	01/19/2018	3,911.23	0.00	02/06/2018	2018 Workers Compensation Renewal		-			No 0000
602-495-9450-41510	Workers Compensation									
1192018	01/19/2018	1,625.89	0.00	02/06/2018	2018 Workers Compensation Renewal		-			No 0000
603-496-9500-41510	Workers' Compensation									
	1192018 Total:	96,610.00								
	LMCIT Total:	96,610.00								
League of MN Cities Ins. Trust Total:		96,610.00								
McCarthy Well Company										
MCCARTHY										
27471	01/18/2018	765.00	0.00	02/06/2018	2018 Annual Well Pump Inspections		-			No 0000
601-494-9400-44030	Repairs\Maint Imp Not Bldgs									
	27471 Total:	765.00								
	MCCARTHY Total:	765.00								
McCarthy Well Company Total:		765.00								
Menards - Oakdale										
MENARDSO										
46702	01/02/2018	25.91	0.00	02/06/2018	Repair supplies		-			No 0000
101-430-3100-42210	Repair\Maint. Supplies									
	46702 Total:	25.91								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
46827	01/04/2018	7.98	0.00	02/06/2018	Storage totes		-		No	0000
101-430-3100-42150	Operating Supplies									
	46827 Total:	7.98								
46907	01/05/2018	14.99	0.00	02/06/2018	Surge protector		-		No	0000
601-494-9400-42150	Operating Supplies									
46907	01/05/2018	14.99	0.00	02/06/2018	Surge protector		-		No	0000
602-495-9450-42150	Operating Supplies									
	46907 Total:	29.98								
46919	01/05/2018	64.84	0.00	02/06/2018	Station maint - paint		-		No	0000
101-420-2220-44010	Repairs/Maint Bldg									
	46919 Total:	64.84								
47023	01/07/2018	13.98	0.00	02/06/2018	Station maint - paint		-		No	0000
101-420-2220-44010	Repairs/Maint Bldg									
	47023 Total:	13.98								
47069	01/08/2018	51.72	0.00	02/06/2018	Burn house supplies		-		No	0000
101-420-2220-44370	Conferences & Training									
	47069 Total:	51.72								
47192	01/10/2018	152.94	0.00	02/06/2018	Misc operating supplies		-		No	0000
101-430-3100-42150	Operating Supplies									
	47192 Total:	152.94								
47294	01/10/2018	39.99	0.00	02/06/2018	SCADA screen mount		-		No	0000
601-494-9400-42400	Small Tools & Minor Equipment									
47294	01/10/2018	1.97	0.00	02/06/2018	Air fresheners		-		No	0000
101-430-3100-42150	Operating Supplies									
47294	01/10/2018	32.94	0.00	02/06/2018	Brookfield water		-		No	0000
101-410-1940-44300	Miscellaneous									
	47294 Total:	74.90								
47635	01/17/2018	17.98	0.00	02/06/2018	Vehicle anti-freeze		-		No	0000
101-420-2220-44040	Repairs/Maint Eqpt									
47635	01/17/2018	25.70	0.00	02/06/2018	Lumber for burn house		-		No	0000
101-420-2220-44370	Conferences & Training									
	47635 Total:	43.68								
47676	01/18/2018	28.63	0.00	02/06/2018	Station supplies		-		No	0000
101-420-2220-44010	Repairs/Maint Bldg									
	47676 Total:	28.63								
	MENARDSO Total:	494.56								
	Menards - Oakdale Total:	494.56								
MN DNR										
MNDNR										
1961-1031	01/16/2018	2,019.53	0.00	02/06/2018	2018 Water Permit 1961-1031		-		No	0000
601-494-9400-43820	Water Utility									
	1961-1031 Total:	2,019.53								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
	MNDNR Total:	2,019.53								
	MN DNR Total:	2,019.53								
MN State Fire Chiefs Assn										
MNFIRECH										
200002497	01/18/2018	235.00	0.00	02/06/2018	Duluth Fire Officer School - Cap't Malmq		-		No	0000
101-420-2220-44370	Conferences & Training									
	200002497 Total:	235.00								
	MNFIRECH Total:	235.00								
	MN State Fire Chiefs Assn Total:	235.00								
Newman Signs, Inc.										
NEWMAN										
TI-0317717	01/18/2018	480.32	0.00	02/06/2018	Winter Parking Ord. Signs		-		No	0000
101-430-3100-42260	Street Signs									
	TI-0317717 Total:	480.32								
	NEWMAN Total:	480.32								
	Newman Signs, Inc. Total:	480.32								
Nuss Truck & Equipment										
NUSS										
400866	01/17/2018	437.00	0.00	02/06/2018	Oil Change & Service 17-1		-		No	0000
101-430-3100-44040	Repairs/Maint Eqpt									
	400866 Total:	437.00								
	NUSS Total:	437.00								
	Nuss Truck & Equipment Total:	437.00								
PermitWorks LLC										
PERMITWO										
2018-0025	01/24/2018	3,280.00	0.00	02/06/2018	2018 Annual Permit Works Licenses		-		No	0000
101-420-2400-43180	Information Technology/Web									
	2018-0025 Total:	3,280.00								
	PERMITWO Total:	3,280.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
PermitWorks LLC Total:		3,280.00								
Pomp's Tire Service, Inc.										
POMPS										
210331588	01/19/2018	1,750.10	0.00	02/06/2018	Front tires on T2		-		No	0000
101-420-2220-44040	Repairs/Maint Eqpt									
210331588 Total:		1,750.10								
POMPS Total:		1,750.10								
Pomp's Tire Service, Inc. Total:		1,750.10								
Ritchie Tom										
RITCHIET										
20180124	01/24/2018	55.00	0.00	02/06/2018	Cable Oper - HR Comm 012418		-		No	0000
101-410-1450-43620	Cable Operations									
20180124	01/24/2018	55.00	0.00	02/06/2018	Cable Oper - Planning Comm 012418		-		No	0000
101-410-1450-43620	Cable Operations									
20180124 Total:		110.00								
RITCHIET Total:		110.00								
Ritchie Tom Total:		110.00								
Safe-Fast, Inc.										
SAFEFAST										
194154	01/08/2018	142.70	0.00	02/06/2018	PPE (jackets, shirts, gloves)		-		No	0000
101-430-3100-44375	Personal Protection Equipment									
194154	01/08/2018	142.69	0.00	02/06/2018	PPE (jackets, shirts, gloves)		-		No	0000
101-450-5200-44375	Personal Protection Equipment									
194154	01/08/2018	142.69	0.00	02/06/2018	PPE (jackets, shirts, gloves)		-		No	0000
601-494-9400-44375	Personal Protection Equipment									
194154	01/08/2018	142.69	0.00	02/06/2018	PPE (jackets, shirts, gloves)		-		No	0000
602-495-9450-44375	Personal Protective Equipment									
194154	01/08/2018	142.69	0.00	02/06/2018	PPE (jackets, shirts, gloves)		-		No	0000
603-496-9500-44375	Personal Protective Equipment									
194154 Total:		713.46								
194161	01/11/2018	2,862.00	0.00	02/06/2018	Medic Coats		-		No	0000
101-420-2220-44170	Uniforms									
194161 Total:		2,862.00								
194162	01/11/2018	296.00	0.00	02/06/2018	Medic Coats		-		No	0000
101-420-2220-44170	Uniforms									
194162 Total:		296.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
194411	01/17/2018	1,202.38	0.00	02/06/2018	Confined space entry equipment		-		No	0000
601-494-9400-42400	Small Tools & Minor Equipment									
194411	01/17/2018	1,202.37	0.00	02/06/2018	Confined space entry equipment		-		No	0000
602-495-9450-42400	Small Tools & Minor Equipment									
194411	01/17/2018	1,202.37	0.00	02/06/2018	Confined space entry equipment		-		No	0000
603-496-9500-42400	Small Tools & Minor Equipment									
	194411 Total:	3,607.12								
194412	01/17/2018	55.35	0.00	02/06/2018	PPE (jackets, shirts, gloves)		-		No	0000
101-430-3100-44375	Personal Protection Equipment									
194412	01/17/2018	55.35	0.00	02/06/2018	PPE (jackets, shirts, gloves)		-		No	0000
101-450-5200-44375	Personal Protection Equipment									
194412	01/17/2018	55.35	0.00	02/06/2018	PPE (jackets, shirts, gloves)		-		No	0000
601-494-9400-44375	Personal Protection Equipment									
194412	01/17/2018	55.35	0.00	02/06/2018	PPE (jackets, shirts, gloves)		-		No	0000
602-495-9450-44375	Personal Protective Equipment									
194412	01/17/2018	55.35	0.00	02/06/2018	PPE (jackets, shirts, gloves)		-		No	0000
603-496-9500-44375	Personal Protective Equipment									
	194412 Total:	276.75								
194448	01/18/2018	119.95	0.00	02/06/2018	PPE winter jacket		-		No	0000
101-430-3100-44375	Personal Protection Equipment									
	194448 Total:	119.95								
	SAFEFAST Total:	7,875.28								
	Safe-Fast, Inc. Total:	7,875.28								
SHI International Corp										
SHI										
B07621972	01/15/2018	243.00	0.00	02/06/2018	Windows 2016 Upgrade		-		No	0000
101-430-3100-42000	Office Supplies									
	B07621972 Total:	243.00								
	SHI Total:	243.00								
	SHI International Corp Total:	243.00								
Sprint										
SPRINT										
761950227-178	01/18/2018	12.36	0.00	02/06/2018	Cell Phone Service - Planning Dept		-		No	0000
101-410-1910-43210	Telephone									
761950227-178	01/18/2018	64.41	0.00	02/06/2018	Cell Phone Service - Administration		-		No	0000
101-410-1940-43210	Telephone									
761950227-178	01/18/2018	222.06	0.00	02/06/2018	Cell Phone Service - Fire Dept		-		No	0000
101-420-2220-43210	Telephone									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
761950227-178	01/18/2018	226.98	0.00	02/06/2018	Cell Phone Service - Building Dept		-			No 0000
101-420-2400-43210	Telephone									
761950227-178	01/18/2018	116.29	0.00	02/06/2018	Cell Phone Service - Public Works		-			No 0000
101-430-3100-43210	Telephone				Dept					
761950227-178	01/18/2018	58.15	0.00	02/06/2018	Cell Phone Service - Parks Dept		-			No 0000
101-450-5200-43210	Telephone									
	761950227-178 Total:	700.25								
	SPRINT Total:	700.25								
	Sprint Total:	700.25								
T Mobile										
TMOBILE										
20180111	01/11/2018	13.74	0.00	02/06/2018	SCADA line 121117-011018		-			No 0000
601-494-9400-43210	Telephone									
20180111	01/11/2018	13.74	0.00	02/06/2018	SCADA line 121117-011018		-			No 0000
602-495-9450-43210	Telephone									
	20180111 Total:	27.48								
	TMOBILE Total:	27.48								
	T Mobile Total:	27.48								
T.A. Schifsky & Sons Inc										
TASCH										
62489	01/15/2018	636.64	0.00	02/06/2018	Cold Mix - watermain breaks		-			No 0000
601-494-9400-42210	Repair/Maint, Supplies									
	62489 Total:	636.64								
	TASCH Total:	636.64								
	T.A. Schifsky & Sons Inc Total:	636.64								
TDS Metrocom - LLC										
TDS										
20180113	01/13/2018	109.15	0.00	02/06/2018	Analog Lines - Fire		-			No 0000
101-420-2220-43210	Telephone									
20180113	01/13/2018	204.65	0.00	02/06/2018	Analog Lines - Public Works		-			No 0000
101-430-3100-43210	Telephone									
20180113	01/13/2018	101.76	0.00	02/06/2018	Analog Lines - Lift Station Alarms		-			No 0000
602-495-9450-43210	Telephone									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
20180113	01/13/2018	50.88	0.00	02/06/2018	Analog Lines - Alarm Well House # 2		-			No 0000
601-494-9400-43210	Telephone									
	20180113 Total:	466.44								
	TDS Total:	466.44								
	TDS Metrocom - LLC Total:	466.44								
Verizon Wireless										
VERIZON										
9799715069	01/10/2018	35.01	0.00	02/06/2018	Air Card for tablet 121117-011018		-			No 0000
101-420-2220-43210	Telephone									
	9799715069 Total:	35.01								
	VERIZON Total:	35.01								
	Verizon Wireless Total:	35.01								
Washington County										
WAS-SHER										
134318	01/11/2018	634.22	0.00	02/06/2018	2018 Code Red Fee		-			No 0000
101-420-2100-43150	Law Enforcement Contract									
	134318 Total:	634.22								
	WAS-SHER Total:	634.22								
WASHPRTA										
134401	01/19/2018	1,660.00	0.00	02/06/2018	2018 Election Equipment Maint Fees		-			No 0000
101-410-1410-45800	Other Equipment									
	134401 Total:	1,660.00								
	WASHPRTA Total:	1,660.00								
	Washington County Total:	2,294.22								
White Anita										
Whiteani										
20180119	01/19/2018	55.00	0.00	02/06/2018	Cable Oper - Finance Mtg 010918		-			No 0000
101-410-1450-43620	Cable Operations									
20180119	01/19/2018	55.00	0.00	02/06/2018	Cable Oper - City Council Wkshp 010918		-			No 0000
101-410-1450-43620	Cable Operations									
	20180119 Total:	110.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
Whiteani Total:		110.00								
White Anita Total:		110.00								
Xcel Energy										
XCEL										
575014957	01/02/2018	1,192.19	0.00	02/06/2018	Booster Station		-		No	0000
601-494-9400-43810	Electric Utility									
575014957 Total:		1,192.19								
575107289	01/03/2018	25.34	0.00	02/06/2018	Legion Park		-		No	0000
101-450-5200-43810	Electric Utility									
575107289	01/03/2018	35.43	0.00	02/06/2018	Lift Station		-		No	0000
602-495-9450-43810	Electric Utility									
575107289	01/03/2018	120.31	0.00	02/06/2018	Traffic Lights		-		No	0000
101-430-3100-43810	Electric Utility									
575107289 Total:		181.08								
575119566	01/03/2018	1,702.89	0.00	02/06/2018	Wells 1 & 2		-		No	0000
601-494-9400-43810	Electric Utility									
575119566 Total:		1,702.89								
575128948	01/03/2018	2,707.82	0.00	02/06/2018	Street Lights		-		No	0000
101-430-3100-43810	Electric Utility									
575128948 Total:		2,707.82								
577445025	01/22/2018	341.08	0.00	02/06/2018	Lift Station		-		No	0000
602-495-9450-43810	Electric Utility									
577445025 Total:		341.08								
577507466	01/22/2018	1,119.02	0.00	02/06/2018	Fire Station 2		-		No	0000
101-420-2220-43810	Electric Utility									
577507466 Total:		1,119.02								
577583511	01/22/2018	12.64	0.00	02/06/2018	Sunfish Park		-		No	0000
101-450-5200-43810	Electric Utility									
577583511 Total:		12.64								
577632116	01/22/2018	287.90	0.00	02/06/2018	Water Tower 3		-		No	0000
601-494-9400-43810	Electric Utility									
577632116 Total:		287.90								
XCEL Total:		7,544.62								
Xcel Energy Total:		7,544.62								
Yale Mechanical										
YALEMECH										
188585	01/26/2018	446.67	0.00	02/06/2018	Firestation # 1 building repairs		-		No	0000
101-420-2220-44010	Repairs/Maint Bldg									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
		188585 Total:								
		446.67								
		YALEMECH Total:								
		446.67								
		Yale Mechanical Total:								
		446.67								
		Report Total:								
		276,794.66								



STAFF REPORT

DATE: February 7, 2018
CONSENT #3

AGENDA ITEM: Cable Franchise Extension
SUBMITTED BY: Kristina Handt, City Administrator

BACKGROUND:

Included in your packet is a memo from Tim Finnerty, Cable Commission Executive Director. It provides details on the background and proposal before the Council.

ISSUE BEFORE COUNCIL:

Should the Council extend the cable franchise agreement with Comcast?

PROPOSAL:

The cable commission is requesting an extension of the cable franchise agreement with Comcast until November 1, 2018 to allow good faith negotiations to continue.

It is not all uncommon for franchise renewals to take extra time as they are a very complex matter.

RECOMMENDATION:

If removed from the consent agenda:

“Motion to approve the resolution to extend the cable franchise agreement until November 1, 2018.”

ATTACHMENTS:

- Memo from Tim Finnerty
- Resolution to extend cable franchise agreement

MEMORANDUM

TO: Kristina Handt, City Administrator

FROM: Tim Finnerty, Cable Commission Executive Director

DATE: January 18, 2018

SUBJECT: Recommendation to approve Franchise Extension Agreement

Attached please find a proposed Agreement for the extension of the Franchise with Comcast. The Cable Commission is recommending that the City Council approve the Extension Agreement. The Agreement will extend the expiration date of the current Franchise from July 1, 2018 to November 1, 2018. The purpose of the proposed extension is to allow for continued informal negotiations between Comcast and the Cable Commission regarding the long-term renewal of the Franchise.

Background

As you know, the Cable Commission has been working on the matter of franchise renewal with Comcast (the existing franchise agreement is set to expire July 1, 2018). The Commission began direct negotiations with Comcast in September 2017, and prior to that, developed and documented a comprehensive needs assessment to serve as the negotiation objective on behalf of member cities. The needs assessment report is available at:

https://drive.google.com/file/d/0B1qh_NnmAEg2SHZtc0tKSnBNVIU/view

Renewal issues can be resolved through “informal” processes (negotiation), or through a “formal” hearing process. Based on the time required to complete the formal process, the Commission adopted two schedules. In both, the parties would start with negotiations, but move the formal process forward so that it would be completed by roughly the date scheduled for franchise expiration if negotiations were not successful. One schedule assumed that the expiration date stayed as is, and effectively required the parties to reach negotiated deal points by January. In the other, the parties would extend the franchise to give themselves more time to engage in negotiations. Both were presented to Comcast in the fall.

Recommendation to Approve Extension

The Cable Commission submitted proposed deal points for negotiation to Comcast in October, 2017, and Comcast was to respond in December. It has not yet responded, and the Commission and Comcast agreed that extending the franchise would allow Comcast to respond and negotiations to proceed informally.

The Cable Commission therefore is recommending that the City approve the extension per the attached Extension Agreement. The Cable Commission believes this simple extension of the current franchise expiration will allow both parties to continue informal negotiations for the next couple of months without being put at a disadvantage. The extension preserves your right to use the I-NET, and preserves existing support and channels (including high definition channels) for local cable programming. It does not harm the communities in any way.

Please feel free to contact me after you have had a chance to review this if you wish to discuss it or have any questions. Thank you!

EXTENSION AGREEMENT BETWEEN AND AMONG THE MEMBERS OF THE RAMSEY WASHINGTON SUBURBAN CABLE COMMISSION AND COMCAST OF MINNESOTA

WHEREAS, Comcast of Minnesota, Inc., (“Franchisee”) operates a cable television system (the “System”) in communities which are members of the Ramsey/Washington Suburban Cable Commission (RWSCC) pursuant to a franchise scheduled to expire on July 1, 2018, to which the City of Birchwood Village, the City of Dellwood, the City of Grant, the City of Lake Elmo, the City of Mahtomedi, the City of North St. Paul, the City of Oakdale, the City of Vadnais Heights, the City of White Bear Lake, White Bear Township and the City of Willernie, Minnesota, are parties (each community is a “Franchisor”); a March 9, 1995 Memorandum of Understanding; and the April 10, 2014 Settlement Agreement, as amended by Section 2 of that certain 2015 Transfer Agreement Between and Among The Members of the Ramsey Washington Suburban Cable Commission, Comcast of Minnesota, Inc. and Midwest Cable, Inc. (collectively, the Franchise and these documents are the “Franchise Documents”); and

WHEREAS, the parties wish to extend certain time period provided under the Franchise Documents to provide time for the parties to work together to attempt to resolve renewal issues

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1. The Franchise is extended through and including November 1, 2018.

Section 2. Paragraph 10 of the “Settlement Agreement Regarding PEG Capacity” is amended so that the reference to July 1, 2018 is changed to November 1, 2018.

Section 3. Otherwise, the Franchise Documents shall remain in full force and effect in accordance with their terms.

Section 4. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement

IN WITNESS WHEREOF, the Parties have caused this Extension Agreement to be executed by duly authorized representatives of each Party on the dates written below.

COMCAST OF MINNESOTA, INC.

CITY OF MAHTOMEDI

By:


John D. Keller

By: _____

Title: Regional Vice President

Title: _____

Date:

11/10/18

Date: _____

CITY OF BIRCHWOOD VILLAGE

By: _____

Title:

Date:

CITY OF DELLWOOD

By: _____

Title:

Date:

CITY OF GRANT

By: _____

Title:

Date:

CITY OF LAKE ELMO

By: _____

Title:

Date:

WHITE BEAR TOWNSHIP

By: _____

Title:

Date:

CITY OF NORTH ST. PAUL

By: _____

Title:

Date:

CITY OF OAKDALE

By: _____

Title:

Date:

CITY OF VADNAIS HEIGHTS

By: _____

Title:

Date:

CITY OF WHITE BEAR LAKE

By: _____

Title:

Date:

CITY OF WILLERNIE

By: _____

Title:

Date:



STAFF REPORT

DATE: February 7, 2018

REGULAR

ITEM #: 4

TO: Mayor and City Council

FROM: Jake Foster, Assistant City Administrator

AGENDA ITEM: Approve City Drug Testing/Drug-Free Workplace Policy

BACKGROUND:

Staff and the Human Resources Committee have determined that there is a need for a drug-free workplace policy for City employees. As part of this policy, staff would also like to implement a drug testing portion of the policy for both DOT and non-DOT employees.

Drug-free workplace and drug testing policies are common practices in cities throughout Minnesota. In order to properly enforce, maintain, and monitor these policies, an outside vendor will be needed. Included in your packet are drug testing policies for both DOT and non-DOT employees which were updated for Lake Elmo using language from the League of Minnesota Cities.

ISSUE FOR DISCUSSION:

Should Council approve the recommendation of the Human Resources Committee to create a drug-free workplace and drug testing policy?

PROPOSAL DETAILS/ANALYSIS:

The services the committee has recommended for non-DOT employees are pre-employment drug screening, alcohol and drug screening based on suspicion, and alcohol and drug screening if an accident occurs while an employee is on duty or City property is involved. Aside from the pre-employment drug screening, non-DOT employees shall not be subject to further drug and alcohol testing without reasonable suspicion or being involved in an accident while on-duty and/or one that involves City equipment.

The committee further recommends the DOT drug and alcohol testing which includes, pre-employment drug screening, alcohol and drug screening based on suspicion, alcohol and drug screening if an accident occurs while an employee is on duty or City property is involved, as well as random selection for testing, and all other DOT requirements.

FISCAL IMPACT:

The vendor that has been identified, Industrial Health Solutions Network (IHSN), charges an annual service fee of \$229.00 for the DOT service program. The annual service fee for non-DOT employees will be waived if a service agreement is in place with IHSN for DOT testing. There is an additional one time account set-up fee of \$50. Each drug test has an administration/courier fee of \$44.90 plus a collection fee from the clinic of \$24 for a total of \$68.90 each test. Alcohol/breath tests are also done at the Stillwater Medical Group Clinic and carry a charge of \$44.

Random drug testing needs to occur at a 25% rate annually for the City to be DOT compliant. Tests will be performed quarterly. Currently there are eight employees who are subject to DOT regulations. This means two employees will have to be tested randomly at an annual total cost of \$137.80 for the drug tests. Additionally, DOT employees need to be randomly tested for alcohol consumption at a rate of 10%

annually with a minimum of one employee needing to be tested each year. The analysis for random testing requirements is performed quarterly, but the system may not require employees to be tested each quarter if annual thresholds are being met.

The 2018 cost to implement the City proposed drug testing and drug-free workplace policies would be approximately \$470 plus any additional pre-employment, suspicion based, or accident based drug or alcohol screens at \$68.90 or \$44 respectively. The cost to continue the program in subsequent years would be approximately \$420 annually, which is the total cost from 2018 less the one time account set-up fee of \$50.

Costs may differ with different vendors.

OPTIONS:

- 1) Adopt the drug testing policies for DOT and non-DOT employees
- 2) Amend and the adopt the drug testing policies for DOT and non-DOT employees
- 3) Adopt the drug testing policy for DOT employees only
- 4) Do not adopt any drug testing policies

RECOMMENDATION:

If removed from the consent agenda:

“Motion to Adopt the drug testing policies for DOT and non-DOT employees”

ATTACHMENTS:

1. DOT Drug and Alcohol Testing Policy for Commercial Drivers
2. Non-DOT Drug and Alcohol Testing and Drug-Free Workplace Policy

DOT Drug and Alcohol Testing Policy for Commercial Drivers

City of Lake Elmo, Minnesota Drug and Alcohol Testing for Commercial Drivers Policy

Purpose and Objectives

The City of Lake Elmo (“City”) has a vital interest in maintaining safe, healthful, and efficient working conditions for employees, and recognizes that individuals who are impaired because of drugs and/or alcohol jeopardize the safety and health of other workers as well as themselves. The City is concerned about providing a safe workplace for its employees, and while the City does not intend to intrude into the private lives of its employees, it is the goal to provide a work environment conducive to maximum safety and optimum work standards. Alcohol and drug abuse can cause unsatisfactory job performance, increased tardiness and absenteeism, increased accidents and workers’ compensation claims, higher insurance rates, and an increase in theft of city property. The use, possession, manufacture, sale, transportation, or other distribution of controlled substance or controlled substance paraphernalia and the unauthorized use, possession transportation, sale, or other distribution of alcohol is contrary to this policy and jeopardizes public safety.

In response to regulations issued by United States Department of Transportation (“DOT”), the City has adopted this Policy on Alcohol and Controlled Substances for employees who hold a commercial driver’s license (CDL) to perform their duties. The City also has a separate Policy on Controlled Substance and Alcohol Testing for employees not covered by DOT regulations.

Given the significant dangers of alcohol and controlled substance use, each applicant and driver must abide by this policy as a term and condition of hiring and continued employment. Moreover, federal law requires the City to implement such a policy.

To ensure this policy is clearly communicated to all drivers and applicants, and in order to comply with applicable federal law, drivers and applicants are required to review this policy and sign the “Certificate of Receipt” portion.

Because changes in applicable law and the City’s practices and procedures may occur from time to time, this policy may change in the future, and nothing in this policy is intended to be a contract, promise, or guarantee the City will follow any particular course of action, disciplinary, rehabilitative or otherwise, except as required by law. This policy does not in any way affect or change the status of any at-will employee.

Any revisions to the Federal Omnibus Transportation Employee Testing Act will take precedent over this policy to the extent the policy has not incorporated those revisions.

Persons Subject to Testing & Types of Tests

All employees are subject to testing who job duties include performing “safety-sensitive duties” on City vehicles that:

1. Have a gross combination weight rating or gross combination weight of 26,001 pounds or more, whichever is greater, inclusive of a towed unit(s) with a gross vehicle weight rating or gross vehicle weight of more than 10,000 pounds, whichever is greater; or
2. Have a gross vehicle weight rating or gross vehicle weight of 26,0001 or more pounds whichever is greater; or
3. Are designed to transport 16 or more passengers, including the driver; or
4. Are of any size and are used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act (49 U.S.C. 5103(b)) and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR part 172, subpart F).

The following functions are considered safety-sensitive:

- all time waiting to be dispatched to drive a commercial motor vehicle
- all time inspecting, servicing, or conditioning a commercial motor vehicle
- all time driving at the controls of the commercial motor vehicle
- all other time in or upon a commercial motor vehicle (except time spent resting in a sleeper berth)
- all time loading or unloading a commercial motor vehicle, attending the same, giving or receiving receipts for shipments being loaded or unloaded, or remaining in readiness to operate the vehicle
- all time repairing, obtaining assistance, or attending to a disable commercial motor vehicle.

The City may test any applicant to whom a conditional offer of employment has been made and any driver for controlled substance and alcohol under any of the following circumstances:

Pre-Employment Testing.

All applicants, including current employees seeking a transfer, applying for a position where duties include performing safety-sensitive duties described above, will be required to take a drug test prior to the first time a driver performs a safety-sensitive function for the City. A driver may not perform safety-sensitive functions unless the driver has received a controlled substance test result from the Medical Review Officer (“MRO”) indicating a verified negative test result. In addition to pre-employment controlled substance testing, applicants will be required to authorize in writing former employers to release alcohol test results of .04 or greater, positive controlled substance test results, refusals to test, other violations of drug and alcohol testing regulations, and completion of return to duty requirements within the preceding three years.

The City will contact the candidate’s DOT regulated previous and current employers within the last three years for drug and alcohol test results as referenced above, and review the testing history if feasible before the employee first performs safety-sensitive functions for the city.

Post-Accident Testing.

As soon as practicable following an accident involving a commercial motor vehicle operating on a public road, the City will test each surviving driver for controlled substances and alcohol when the following occurs:

- The accident involves a fatality or

- The driver receives a citation for a moving traffic violation from the accident and an injury is treated away from the accident scene or
- The driver receives a citation for a moving traffics violation from the accident and a vehicle is required to be towed from the accident scene.

The following chart summarizes when DOT post-accident testing needs to be conducted:

Type of accident involved	Citation issued to the DOT covered CDL driver?	Test must be performed by the City
i. Human fatality	YES	YES
	NO	YES
ii. Bodily injury with immediate medical treatment away from the scene	YES	YES
	NO	NO
iii. Disabling damage to any motor vehicle requiring tow away	YES	YES
	NO	NO

A driver subject to post-accident testing must remain readily available or the driver will be deemed to have refused to submit to testing. This requirement to remain ready for testing does not preclude a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary medical care.

Post – Accident Controlled Substance Testing

Drivers are required to submit a urine sample for post-accident controlled substance testing as soon as possible. If the driver is not tested within thirty-two (32) hours after the accident, the City will cease its attempts to test the driver and prepare and maintain on file a record stating why the test was not promptly administered.

Post- Accident Alcohol Testing

Drivers are required to submit to post-accident alcohol testing as soon as possible. After an accident, consuming alcohol is prohibited until the driver is tested. If the driver is not tested within two (2) hours after the accident, the City will prepare and maintain on file a record stating why the test was not administered within that time. If eight hours have elapsed since the accident and the driver has not submitted to an alcohol test, the City will cease its attempts to test the driver and prepare and maintain on file a record stating why the test was not administered.

The City may accept the results of a blood or breath test in place of an alcohol test and urine test for the use of controlled substances if:

- The tests are conducted by federal, state, or local officials having independent authority for the test, and
- The tests conform to applicable federal, state, or local testing requirements, and
- The test results can be obtained by the City.

Whenever such a test is conducted by a law enforcement officer, the driver must contact the City and immediately report the existence of the test, providing the name, badge number, and telephone number of the law enforcement officer who conducted the test.

Random Testing.

Every driver will be subject to unannounced alcohol and controlled substance testing on a random selection basis. Drivers will be selected for testing by use of a scientifically valid method under which each driver has an equal chance of being selected each time selections are made. These random tests will be conducted throughout the calendar year. Each driver who is notified of selection for random testing must cease performing safety-sensitive functions and report to the designated test site immediately. It is mathematically possible drivers may be selected be picked and tested more than once, and others not at all.

If a driver is selected for a random test while he or she is absent, on leave or away from work, that driver may be required to undergo the test when he or she returns to work.

For 2014, federal law requires the City to test at a rate of at least twenty-five percent (25%) of its average number of drivers for controlled substance each year, and to test at a rate of at least ten percent (10%) of its average number of drivers for alcohol each year. These minimum testing rates are subject to change by the DOT.

Reasonable Suspicion Testing.

When a supervisor has reasonable suspicion to believe a driver has engaged in conduct prohibited by federal law or this policy, the City will require the driver to submit to an alcohol and/or controlled substance test.

The City's determination that reasonable suspicion exists to require the driver to undergo an alcohol test will be based on "specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the driver." In the case of controlled substance, the observations may include indications of the chronic and withdrawal effects of a controlled substance.

The required observations for reasonable suspicion testing will be made by a supervisor or other person designated by the City who has received appropriate training in identification of actions, appearance and conduct of a driver which are indicative of the use of alcohol or controlled substance. These observations leading to an alcohol or controlled substance test, will be reflected in writing and signed by the supervisor who made the observations. The record will be retained by the City. The person who makes the determination that reasonable suspicion exists to conduct testing, will not be the person conducting the testing, which shall instead be conducted by another qualified person.

Alcohol testing is authorized only if the observations are made during, just before, or just after the driver has ceased performing such functions. If a reasonable suspicion alcohol test is not administered within two (2) hours following the determination of reasonable suspicion, the City will prepare and maintain on file a record stating the reasons the alcohol test was not promptly

administered. If a reasonable suspicion alcohol test is not administered within eight (8) hours following the determination of reasonable suspicion, the City will prepare and maintain on file a record stating the reasons the alcohol test was not administered, and will cease attempts to conduct the alcohol test.

Notwithstanding the absence of a reasonable suspicion test, no driver may report for duty or remain on duty requiring the performance of safety-sensitive functions while the driver is under the influence of or impaired by alcohol, as shown by the behavioral, speech, and performance indicators of alcohol use, nor will the City permit the driver to perform or continue to perform safety-sensitive functions until (1) an alcohol test is administered and the driver's alcohol concentration is less than .02; or (2) twenty-four (24) hours have elapsed following the determination of reasonable suspicion.

Return-to-Duty Testing.

The City reserves the right to impose discipline against drivers who violate applicable FMCSA or DOT rules or this policy, subject to applicable personnel policy and collective bargaining agreements. Except as otherwise required by law, the City is not obligated to reinstate or requalify such drivers for a first positive test result.

Should the City consider reinstatement of a DOT covered driver, the driver must undergo a Substance Abuse Professional ("SAP") evaluation and participate in any prescribed education/treatment, and successfully complete return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02 and/or or a controlled substance test with a verified negative result, before the driver returns to duty requiring the performance of a safety-sensitive function. The SAP determines if the driver has completed the education/treatment as prescribed.

The employee is responsible for paying for all costs associated with the return-to-duty test. The controlled substance test will be conducted under direct observation.

Follow-Up Testing.

The City reserves the right to impose discipline against drivers who violate applicable FMCSA or DOT rules or this policy, subject to applicable personnel policies and collective bargaining agreements. Except as otherwise required by law, the City is not obligated to reinstate or requalify such drivers.

Should the City reinstate a driver following a determination by a Substance Abuse Professional (SAP) that the driver is in need of assistance in resolving problems associated with alcohol use and/or use of controlled substance, the City will ensure that the driver is subject to unannounced follow-up alcohol and/or controlled substance testing. The number and frequency of such follow-up testing will be directed by the SAP and will consist of at least six (6) tests in the first twelve (12) months following the driver's return to duty. Follow-up testing will not exceed sixty (60) months from the date of the driver's return to duty. The SAP may terminate the requirement for follow-up testing at any time after the first six tests have been administered, if the SAP determines such test is no longer necessary. The employee is responsible for paying for all costs associated with follow-up tests.

Follow-up alcohol testing will be conducted only when the driver is performing safety-sensitive functions, or immediately prior to or after performing safety-sensitive functions.

Cost of Required Testing.

The City will pay for the cost of pre-employment, post-accident, random, and reasonable suspicion controlled substance and alcohol testing requested or required of all job applicants and employees. The driver must pay for the cost of all requested confirmatory re-tests, return-to-duty, and follow-up testing.

Required Prior Controlled Substance and Alcohol Checks for Applicants

The City will conduct prior drug and alcohol checks of applicants for employment to drive a commercial motor vehicle. Applicants must execute a consent form authorizing the City to obtain the required information. The City will obtain (pursuant to the applicant's written consent) information on the applicant's alcohol test with a concentration result of 0.04 or greater, positive controlled substance test results, and refusals to be tested within the preceding three (3) years which are maintained by the applicant's previous employers. The City will obtain all information concerning the applicant which is maintained by the applicant's previous employers within the preceding three (3) years pursuant to DOT and FMCSA controlled substance and alcohol testing regulations. The City will review such records, if feasible, prior to the first time a driver performs safety-sensitive functions.

Prohibited Conduct

The following conduct is explicitly prohibited by applicable DOT and FMCSA regulations and therefore constitutes violation of City policy.

Under the influence of alcohol when reporting for duty or while on duty.

No driver may report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers reporting for duty or remaining on duty to perform safety-sensitive functions while having an alcohol concentration of 0.02, but less than 0.04, will be removed from duty for 24 hours, escorted home and placed on vacation leave for hours missed from work.

On-Duty Use of Alcohol.

No driver may use alcohol while performing safety-sensitive functions.

Pre-Duty Use of Alcohol.

No driver may perform safety-sensitive functions within four (4) hours after using alcohol. If an employee has had alcohol within four hours they are to notify their supervisors before performing any safety-sensitive functions.

Alcohol Use Following an Accident.

No driver required to take a post-accident alcohol test may use alcohol for eight (8) hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first.

Refusal to Submit to a Required Alcohol or Controlled Substance Test.

No applicant or driver may refuse to submit to pre-employment, post-accident, random, reasonable suspicion or follow-up alcohol or controlled substance testing.

In the event an applicant or driver does in fact refuse to submit to required alcohol or controlled substance testing, no test will be conducted. Refusal by a driver to submit to controlled substance or alcohol testing will be considered a positive test result, will cause disqualification from performing safety-sensitive functions, and may appear on the driver's permanent record. Drivers who refuse to submit to testing will be subject to discipline, up to and including termination. If an applicant refuses to submit to pre-employment controlled substance testing, any applicable conditional offer will be withdrawn.

For purposes of this section, a driver is considered to have refused to submit to an alcohol or controlled substance test when the driver:

- Fails to provide adequate breath for alcohol testing without a valid medical explanation after he or she has received notice of the requirement for breath testing.
- Fails to provide adequate urine for controlled substance testing without a genuine inability to provide a specimen (as determined by a medical evaluation), after he or she has received notice of the requirement for urine testing.
- Fails to report for testing within a reasonable period of time, as determined by the City.
- Fails to remain at a testing site until testing is complete.
- In the case of directly observed or monitored collection, fails to permit observation or monitoring.
- Fails or declines to take a second test as required by the City and/or collector.
- Fails to undergo a medical examination as directed by the City pursuant to federal law.
- Refuses to complete and sign the alcohol testing form, to provide a breath or saliva sample, to provide an adequate amount of breath, or otherwise cooperate in any way that prevents the completion of the testing process.
- Engages in conduct that clearly obstructs the test process.

Altering or attempting to alter a urine sample or breath test.

A driver altering or attempting to alter a urine sample or controlled substance test, or substituting or attempting to substitute a urine sample, will be subject to providing a specimen under direct observation. Both specimens will be subject to laboratory testing. In such case, the employee may be subject to immediate termination of employment and any job offer made to an applicant will be immediately withdrawn.

Controlled Substance Use.

No driver may report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a licensed medical practitioner who has advised the driver in writing the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle. Drivers must forward this information regarding therapeutic controlled substance use to the City immediately after receiving any such advice.

Having a medical marijuana card and/or a cannabis prescription from a physician does not allow anyone to use or possess that drug in the city's workplace. The federal government still classifies cannabis as an illegal drug. *There is no acceptable concentration of marijuana metabolites in the urine or blood of an employee who performs safety-sensitive duties for the City.* Employees are still subject to being tested under our policies, as well as for being disciplined, suspended or terminated after testing positive for cannabis while at work.

Controlled Substance Testing.

No driver may report for duty, remain on-duty or perform a safety-sensitive function if the driver tests positive for controlled substance.

Collection and Testing Procedures

Drivers are required to report immediately upon notification to the collection site. For random tests conducted off site, employees may use a City vehicle to drive to the collection site. Drivers will be expected to provide a photo ID card for identification to the collection staff. All drivers will be expected to cooperate with collection site personnel request to remove any unnecessary outer garments such as coats, sweaters or jackets and will be required to empty their pockets. Collection personnel will complete a Federal Custody and Control Form ("CCF") which drivers providing a sample will sign as well.

Alcohol Testing.

Employees will be tested for alcohol just before, during, or immediately following performance of a safety-sensitive function. If a driver is also taking a DOT controlled substance test, generally speaking, the alcohol test is completed before the urine collection process begins. Screening tests for alcohol concentration will be performed utilizing a non-evidential screening device included by the National Highway Traffic Safety Administration on its conforming products list (e.g., a saliva screening device) or an evidential breath testing device ("EBT") operated by a trained breath alcohol technician ("BAT") at a collection site. An alcohol test usually takes approximately 15 minutes if the result is negative. If a driver's first attempt is positive (with an alcohol concentration of .02 or greater), the driver will be asked to wait at least 15 minutes and then be tested again. The driver may not eat, drink or place anything in his/her mouth (e.g., cigarette, chewing gum) during this time. All confirmation tests will be conducted in a location that affords privacy to the driver being tested, unless unusual circumstances (e.g., when it is essential to conduct a test outdoors at the scene of an accident) make it impracticable to provide such privacy. Any results less than 0.02 alcohol concentration is considered a "negative" test result.

If the driver attempts and fails to provide an adequate amount of breath, he/she will be referred to a physician to determine if the driver's inability to provide a specimen is genuine or constitutes a refusal to test. Alcohol test results are reported directly to the City by the collection site staff.

Controlled Substance Testing.

The City will use a "split urine specimen" collection procedure for controlled substance testing. Collection of urine specimens for controlled substance testing will be conducted by an approved collector and will be conducted in a setting and manner to ensure the driver's privacy.

Controlled substance testing generally takes about 15 minutes. At the collection site, the driver will be given a sealed container and must provide at least 45 ml of urine for testing. Once the sample is provided the collection personnel will check the temperature and color and look for signs of contamination. The urine is then split into two separate specimen containers (A, or “primary,” and B, or “split”) with identifying labels and security seals affixed to both. The collection facility will be responsible for maintaining a proper chain of custody for delivery of the sample to a DHHS-certified laboratory for analysis. The laboratory will retain a sufficient portion of any positive sample for testing and store that portion in a scientifically-acceptable manner for a minimum 365-day period.

If an employee fails to provide a sufficient amount of urine to permit a controlled substance test (45 milliliters of urine), the collector will discard the insufficient specimen, unless there is evidence of tampering with that specimen. The collector will urge the driver to drink up to 40 ounces of fluid, distributed reasonably over a period of up to three hours, or until the driver has provided a sufficient urine specimen, whichever occurs first. If the driver has not provided a sufficient specimen within three hours of the first unsuccessful attempt, the collector will cease efforts to attempt to obtain a specimen. The driver must then obtain, within five calendar days, an evaluation from a licensed physician, acceptable to the MRO, who has expertise in the medical issues raised by the employee’s failure to provide a sufficient specimen. If the licensed physician concludes the driver has a medical condition, or with a high degree of probability could have, precluded the driver from providing a sufficient amount of urine, the City will consider the test to have been canceled. If a licensed physician cannot make such a determination, the City will consider the driver to have engaged in a refusal to test, and will take appropriate disciplinary action under this policy.

The primary specimen is used for the first test. If the test is negative, it is reported to the MRO who then reports the result, following a review of the CCF Form for compliance, to the City. If the initial result is positive or non-negative, a “confirmatory retest” will be conducted on the primary specimen. If the confirmatory re-test is also positive, the result will be sent to the MRO. The MRO will contact the driver to verify the positive result. If the MRO is unable to reach the driver directly, the MRO must contact the City who will direct the driver to contact the MRO.

Review of Test Results

The MRO is a licensed physician with knowledge and clinical experience in substance abuse disorders, and is responsible for receiving and reviewing laboratory results of the controlled substances test as well as evaluating medical explanations for certain drug test results. Prior to making a final decision to verify a positive test result, the MRO will give the driver or the job applicant an opportunity to discuss the test result, typically through a phone call. The MRO, or a staff person under the MRO’s supervision, will contact the individual directly, on a confidential basis, to determine whether the individual wishes to discuss the test result. If the employee or job applicant wishes to discuss the test result:

- The individual may be required to speak and/or meet with the MRO, who will review the individual’s medical history, including any medical records provided.
- The individual will be afforded the opportunity to discuss the test results and to offer any additional or clarifying information which may explain the positive test result. If the

employee or job applicant, believes a mistake was made at the collection site, at the labor, on a chain-of-custody form, or that the drug test results are caused by lawful substance use, the employee should tell the MRO.

- If there is some new information which may affect the original finding, the MRO may request the laboratory to perform additional testing on the original specimen in order to further clarify the results; and
- A final determination will be made by the MRO that the test is either positive or negative, and the individual will be so advised.

If the MRO upholds the positive, adulterated or substituted drug determination, that test result will be provided to the City. There is no opportunity to explain a positive alcohol test provided in the DOT regulations.

The driver can request the MRO to have the split specimen (the second “B” container) tested at the driver’s expense. This includes all costs that may be associated with the re-test. There is no split specimen testing for an invalid result. The driver has 72 hours after they have been notified of the positive result to make this request. If the employee requests an analysis of the split specimen, the MRO will direct the laboratory to send the split specimen to another certified laboratory for analysis.

If an employee has not contacted the MRO within 72 hours, the employee may present information documenting that serious injury, illness, lack of actual notice of the verified test result, inability to contact the MRO, or other circumstances unavoidably prevented the employee from making timely contact. If the MRO concludes there is legitimate explanation for the employee’s failure to contact within 72 hours, the MRO will direct the analysis of the split specimen.

If the results of the split specimen are negative, the City may pay for all costs associated with the rest and there will be no adverse action taken against the employee or job applicant.

Notification of Test Results

Employees.

The City will notify a driver of the results of random, reasonable suspicion, and post-accident tests for controlled substance if the test results are verified positive, and will inform the driver which controlled substance or substances were verified as positive. Results of alcohol tests will be immediately available from the collection agent.

Right to Confirmatory Retest.

Within seventy-two (72) hours after receiving notice of a positive controlled substance test result, an applicant or driver may request through the MRO a re-analysis (confirmatory retest) of the driver’s split specimen. Action required by federal regulation as a result of a positive controlled substance test (e.g., removal from safety-sensitive functions) will not be stayed during retesting of the split specimen. If the result of the confirmatory retest fails to reconfirm the presence of the controlled substance(s) or controlled substance metabolite(s) found in the primary specimen, or if the split specimen is unavailable, inadequate for testing or untestable, the MRO will cancel the test.

Dilute Specimens

Dilute Negatives Creatinine concentration of specimen is equal to or greater than 2 mg/dL, but less than or equal to 5 mg/dL. If the City receives information that a driver has provided a dilute negative specimen, the City will direct a recollection, pursuant to the MRO's direction, under direct observation.

Consequences for Drivers Engaging in Prohibited Conduct

Job Applicants.

Any applicable conditional offer of employment will be withdrawn from a job applicant or employee seeking a transfer who refuses to be tested or tests positive for controlled substance pursuant to this policy.

Employees.

Drivers who are known to have engaged in prohibited behavior with regard to alcohol misuse or use of controlled substance, as defined earlier in this policy, are subject to the following consequences:

- **Removal from Safety-Sensitive Functions**

No driver may perform safety-sensitive functions, including driving a commercial motor vehicle, if the driver has engaged in conduct prohibited by federal law.

No driver who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 may perform or continue to perform safety-sensitive functions for the City, including driving a commercial motor vehicle, until the start of the driver's next regularly scheduled duty, but not less than twenty-four (24) hours following administration of the test.

If a driver tests positive under this policy, or is found to have an alcohol concentration of .02 or greater but less than .04, the driver will be removed from safety sensitive duties and escorted home; the driver should not drive home, but be escorted to his or her home. The driver will then be placed on vacation, for hours missed from work.

- **Notification of Resources Available**

The City will advise each driver who has engaged in conduct prohibited by federal law or who has a positive alcohol or controlled substance test of the resources available to the driver, in evaluating and resolving problems associated with the misuse of alcohol and use of a controlled substance, including the names, addresses, and telephone numbers of Substance Abuse Professionals and counseling and treatment programs. The City will provide this SAP listing in writing at no cost to the driver.

- **Discipline**

The City reserves the right to impose whatever discipline the City deems appropriate in its sole discretion, up to and including termination for a first occurrence, against drivers who violate applicable FMCSA or DOT rules or this policy, subject to applicable personnel policies and collective bargaining agreements. Except as otherwise required by law, the City is not obligated to reinstate or requalify such drivers following a first positive confirmed controlled substance or alcohol test result.

- **Evaluation, and Return to Duty Testing**

Should the City wish to consider reinstatement of a driver who engaged in conduct prohibited by federal law and/or who had a positive alcohol or controlled substance test, the driver must undergo a SAP evaluation, participate in any prescribed education/treatment, and successfully complete return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02 and/or a controlled substance test with a verified negative result, before the driver returns to duty requiring the performance of a safety-sensitive function. The SAP will determine what assistance, if any, the driver needs in resolving problems associated with alcohol misuse and controlled substance use and will ensure the driver properly follows any rehabilitation program and submits to unannounced follow-up alcohol and controlled substance testing.

- **Follow-Up Testing**

If the driver passes the return-to-duty test, he/she will be subject to unannounced follow-up alcohol and/or controlled substance testing. The number and frequency for such follow-up testing will be as directed by the SAP and will consist of at least six tests in the first twelve months. These tests will be conducted under direct observation.

- **Refusal to test**

All drivers and applicants have the right to refuse to take a required alcohol and/or controlled substance test. If an employee refuses to undergo testing, the employee will be considered to have tested positive and may be subject to disciplinary action, up to and including termination. Refer to Refusing to Test provided earlier in this policy.

- **Responsibility for Cost of Evaluation and Rehabilitation**

Drivers will be responsible for paying the cost of evaluation and rehabilitation (including services provided by a Substance Abuse Professional) recommended or required by the City or FMCSA or DOT rules, except to the extent that such expense is covered by an applicable employee benefit plan or imposed on the City pursuant to a collective bargaining agreement.

Loss of CDL License for Traffic Violations in Commercial and Personal Vehicles

Effective August 1, 2005, the FMCSA established strict rules impacting when CDL license holders can lose their CDL for certain traffic offenses in a commercial or personal vehicle. Employees are required to notify their supervisor immediately if the status of their CDL license changes in anyway.

Maintenance and Disclosure of Records

Except as required or authorized by law, the City will not release driver's information that is contained in records required to be maintained by this policy or FMCSA and DOT regulations. In addition, a driver is entitled, upon written request, to obtain copies of any records pertaining to the driver's use of alcohol or a controlled substance, including any records pertaining to his or her alcohol or controlled substance tests.

Policy Contact for Additional Information

If you have any questions about this policy or the City's controlled substance and alcohol testing procedures, you may contact the Assistant City Administrator, obtain additional information.

Definitions

Accident:

Means an occurrence involving a commercial motor vehicle operating on a public road which results in a fatality; bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or one or more motor vehicles incurring disabling damage as a result of the accident, requiring the vehicle to be transported away from the scene by a tow truck or other vehicle. The term "accident" does not include an occurrence involving only boarding and alighting from a stationary motor vehicle; an occurrence involving only the loading or unloading of cargo; or an occurrence in the course of the operation of a passenger car or a multipurpose passenger vehicle unless the vehicle is transporting passengers for hire or hazardous materials of a type and quantity that require the motor vehicle to be marked or placarded in accordance with 49 C.F.R. § 177.823; 49 C.F.R. § 382.303(a); 49 C.F.R. § 382.303(f).

Alcohol Concentration (or Content):

Means the alcohol on a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test. 49 C.F.R. § 382.107.

Alcohol Use:

Means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol. 49 C.F.R. § 382.107.

Applicant:

Means a person applying to drive a commercial motor vehicle. 49 C.F.R. § 382.107.

Breath Alcohol Technician or BAT:

Means an individual who instructs and assists individuals in the alcohol testing process and operates an evidential breath testing device (EBT). 49 C.F.R. § 40.3.

City:

Means City of Lake Elmo.

City Premises:

Means all job sites, facilities, offices, buildings, structures, equipment, vehicles and parking areas, whether owned, leased, used or under the control of the City.

Collection Site:

Means a place designated by the City where drivers present themselves for the purpose of providing a specimen of their urine or breath to be analyzed for the presence of alcohol or controlled substances. 49 C.F.R. § 40.3.

Commercial Motor Vehicle:

Means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle (1) has a gross combination weight rating or gross combination weight of 26,001 or more pounds, whichever is greater, inclusive of a towed unit(s) with a gross vehicle weight rating or gross vehicle weight of more than 10,000 pounds, whichever is greater; or (2) has a gross vehicle weight rating or gross vehicle weight of 26,001 or more pounds, whichever is greater; or (3) is designed to transport sixteen (16) or more passengers, including the driver; or (4) is of any size and is used in the transportation of materials found to be in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act (49 U.S.C. 5103(b)) and which require the motor vehicle to be placarded under the Hazardous Materials Regulation. (49 C.F.R. part 172, subpart F) § 382.107.

Confirmation (or Confirmatory) Test:

For alcohol testing means a second test, following a positive non-evidential test, following a positive non-evidential (e.g., saliva) screening test or a breath alcohol screening test with the result of 0.02 or greater, that provides quantitative data of alcohol concentration. For controlled substance testing, "Confirmation (or Confirmatory) Test" means a second analytical procedure to identify the presence of a specific controlled substance or metabolite which is independent of the screen test and which uses a different technique and chemical principal from that of the screen test in order to ensure reliability and accuracy. 49 C.F.R. § 382.107.

Controlled Substance:

Means those substances identified in 49 C.F.R. § 40.85(Marijuana, amphetamines, opiates, (including heroin), phencyclidine (PCP), cocaine, and any of their metabolites are included within this definition. 49 (C.F.R. § 382.107; 49 C.F.R. § 40.85.

Department of Transportation or DOT:

Means the United States Department of Transportation.

DHHS:

Means the Department of Health & Human Services or any designee of the Secretary, Department of Health & Human Services. 49 C.F.R. § 40.3.

Disabling Damage:

Means damage which precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs, including damage to motor vehicles that could have been driven, but would have been further damaged if so driven. Disabling damage does not include damage which can be remedied temporarily at the scene of the accident without special tools or parts, tire disablement without other damage even if no spare tire is available, headlight

or tail light damage or damage to turn signals, horn or windshield wipers which make them inoperative. 49 C.F.R. § 382.107.

Driver:

Means any person who operates a commercial motor vehicle. This includes, but is not limited to full-time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent owner-operator contractors who are either directly employed by or under lease to the City or who operate a commercial motor vehicle at the direction of or with the consent of the City. For purposes of pre-employment testing, the term driver includes a person applying to drive a commercial motor vehicle. 49 C.F.R. § 382.107.

Drug:

Has the same meaning as “controlled substance.”

Employee seeking a transfer:

Refers to an employee who is not subject to DOT regulations seeking a transfer to a position that will subject them to DOT regulations in the sought after position.

Evidential Breath Testing Device or EBT:

Means a device approved by the National Highway Traffic Safety Administration (“NHTSA”) for the evidential testing of breath and placed on NHTSA’s “Conforming Products List of Evidential Breath Measurement Devices.” 49 C.F.R. § 40.3.

Federal Motor Carrier Safety Administration or FMCSA:

Means the Federal Motor Carrier Safety Administration of the United States Department of Transportation.

Medical Review Officer or MRO:

Means a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by a controlled substance testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual’s confirmed positive test result together with his or her medical history and any other relevant biomedical information. 49 C.F.R. § 40.3

Performing (a Safety-Sensitive Function):

Means any period in which a driver is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions. 49 C.F.R. § 382.107.

Positive Test Result:

Means a finding of the presence of alcohol or controlled substance, or their metabolites, in the sample tested in levels at or above the threshold detection levels established by applicable law.

Reasonable Suspicion:

Means a belief a driver has engaged in conduct prohibited by the FMCSA controlled substance and alcohol testing regulations, except when related solely to the possession of alcohol, based on specific contemporaneous, articulable observations made by a supervisor or City official who has received appropriate training concerning the appearance, behavior, speech or body odors of the driver. The determination of reasonable suspicion will be made in writing on a Reasonable Suspicion Record Form during, just preceding, or just after the period of the work day that the driver is required to be in compliance with this policy. In the case of a controlled substance, the observations may include indications of the chronic and withdrawal effects of a controlled substance.

Safety-Sensitive Function:

Means all time from the time a driver begins to work or is required to be in readiness to work until the time he or she is relieved from work and all responsibility for performing work. Safety-sensitive functions include:

- All time at a city plant, terminal, facility, or other property, or on any public property,
- waiting to be dispatched, unless the driver has been relieved from duty by the employer;
- All time inspecting equipment as required by 49 C.F.R. § 392.7 and 392.8 or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
- All time spent at the driving controls of a commercial motor vehicle in operation;
- All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (a berth conforming to the requirements of 49 C.F.R. § 393.76);
- All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
- All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle. 49 C.F.R. § 382.107.

Screening Test (also known as Initial Test):

In alcohol testing, mean an analytical procedure to determine whether a driver may have a prohibited concentration of alcohol in her or her system. Screening tests may be conducted by utilizing a non-evidential screening device included by the National Highway Traffic Administration on its conforming products list (e.g., a saliva screening device) or an evidential breath testing device (“EBT”) operated by a trained breath alcohol technician (“BAT”). In controlled substance testing, “Screening Test” means an immunoassay screen to eliminate “negative” urine specimens form further consideration. 49 C.F.R. § 382.107.

Substance Abuse Professional” or “SAP”:

Means a licensed physician (medical doctor or doctor of osteopathy), licensed or certified psychologist, licensed or certified social worker, licensed or certified employee assistance professional, or licensed or certified addiction counselor (certified by the National Association of Alcoholism and Controlled Substance Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders. 49 C.F.R. § 40.281.

Non-DOT Drug and Alcohol Testing and Drug-Free Workplace Policy

City of Lake Elmo, Minnesota

Drug and Alcohol Testing and Drug-Free Workplace Act Policy for Non-Commercial Drivers (Non-DOT)

Purpose and Objectives

The City of Lake Elmo (“City”) has a vital interest in maintaining safe, healthful, and efficient working conditions for employees, and recognizes that individuals who are impaired because of drugs and/or alcohol jeopardize the safety and health of other workers as well as themselves. The City of Lake Elmo does not intend to intrude into the private lives of its employees, but strongly believes that a drug- and alcohol-free workplace is in the best interest of employees and the public alike. Alcohol and drug abuse can cause unsatisfactory job performance, increased tardiness and absenteeism, increased accidents and workers’ compensation claims, higher insurance rates, and an increase in theft of city property. The City of Lake Elmo’s Drug and Alcohol Testing Non-DOT policy has been established for the purpose of providing a safe workplace for all.

City employees and applicants required to hold a commercial driver’s license by the United States Department of Transportation (“DOT”) for their job will be tested under the City’s Policy on Controlled Substance and Alcohol Testing for Commercial Drivers (the “DOT Policy”). All other employees and job applicants offered employment with the city must undergo testing as described by this policy.

To ensure the policy is clearly communicated to all employees and applicants to whom offers of employment have been made, and to comply with state law, employees and applicants are required to review this policy and sign the “policy acknowledgement.” A job applicant will also acknowledge in this form that he/she understands that passing the drug test is a requirement of the job.

Persons Subject to Testing and Circumstances Under Which Testing May Be Required

Under this policy, the City may test any applicant to whom an offer of employment has been made, and may test any employee for alcohol and/or controlled substance under any of the following circumstances with a properly accredited or licensed testing laboratory, in accordance with Minn. Stat. § 181.953, subd. 1.

(1) Pre-Employment Testing:

Every job applicant offered employment with the city receives the offer conditioned upon successful completion of a drug test, among other conditions. If the job offer is withdrawn based on drug test results, the city will inform the applicant of the reasons for the withdrawal. A failure of the drug test, a refusal to take the test, or failure to meet other conditions of the offer will result in a withdrawal of the offer of employment even if the applicant’s provisional employment has begun. A negative or positive dilute test result (following a second collection), which has

been confirmed, will also result in immediate withdrawal of an offer of employment to an applicant.

Temporary and seasonal employees are not subject to this policy with the exception of those designated by the hiring department as safety-sensitive positions. OR Temporary and seasonal employees are also subject to this policy. May want to address when testing will be conducted for temporary and seasonal rehires.

(2) Reasonable Suspicion Testing:

Consistent with Minn. Stat. § 181.951, subd. 3, employees will be subject to alcohol and controlled substance testing when reasonable suspicion exists to believe that the employee:

- Is under the influence of alcohol or a controlled substance; or
- Has violated written work rules prohibiting the use, possession, sale or transfer of drugs or alcohol while working, while on city property, or while operating city vehicles, machinery or any other type of equipment; or
- Has sustained a personal injury as defined in Minn. Stat. § 176.011, subd. 16 or has caused another employee to sustain an injury or;

- Has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

Reasonable suspicion may be based upon, but is not limited to, facts regarding appearance, behavior, speech, breath, odor, possession, proximity to or use of alcohol or a controlled substance or containers or paraphernalia, poor safety record, excessive absenteeism, impairment of job performance, or any other circumstances that would cause a reasonable employer to believe that a violation of the city's policies concerning alcohol or drugs may have occurred. These observations will be reflected in writing on a Reasonable Suspicion Record Form.

For off-site collection, employees will be driven to the employer-approved medical facility by their supervisor or a designee. For an on-site collection service, the employee will remain on site and be observed by the supervisor or designee. The medical facility or on-site collection service will take the urine or blood sample, and will forward the sample to an approved laboratory for testing.

Pursuant to the requirements of the Drug-Free Workplace Act of 1988, all City employees, as a condition of continued employment, will agree to abide by the terms of this policy and must notify [Human Resources/the City Administrator] of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction. If required by law or government contract, the City will notify the appropriate federal agency of such conviction within 10 days of receiving notice from the employee.

Right of Refusal:

Employees and job applicants have the right to refuse to submit to an alcohol or drug test under this policy. However, such a refusal will subject an employee to immediate termination. If an applicant refuses to submit to applicant testing, any conditional offer of employment will be withdrawn.

Any intentional act or omission by the employee or applicant that prevents the completion of the testing process constitutes a refusal to test.

An applicant or employee who substitutes, or attempts to substitute, or alters, or attempts to alter a testing sample is considered to have refused to take a drug and/or alcohol test. In such a case, the employee is subject to immediate termination of employment, and in the case of an applicant, the job offer will be immediately withdrawn.

Refusal on Religious Grounds:

An employee or job applicant who, on religious grounds, refuses to undergo drug or alcohol testing of a blood sample will not be considered to have refused testing, unless the employee or job applicant also refuses to undergo drug or alcohol testing of a urine sample.

Cost of Required Testing:

The City will pay for the cost of all drug and alcohol testing requested or required of all job applicants and employees, with the exception of confirmatory retests. Job applicants and employees are responsible for paying for all costs associated with any requested confirmatory retests.

Prohibition against Controlled Substance and Alcohol

Use and Possession of Alcohol or Drug(s):

Employees are prohibited from the use, possession, transfer, transportation, manufacture, distribution, sale, purchase, solicitation to sell or purchase, or dispensation of alcohol, drugs, or drug paraphernalia while on duty; is on City premises; while operating any City vehicle, machinery, or equipment; or when performing any city business, except (1) pursuant to a valid medical prescription used as properly instructed; (2) the use of over-the-counter controlled substance used as intended by the manufacturer; or (3) when necessary for approved law enforcement activity.

Besides having a zero-tolerance policy for the use or possession of alcohol, illegal drugs, or misused prescription drugs on the worksite, we also prohibit the use, possession of, impairment by any cannabis or medical cannabis products (e.g., hash oils or pills) on the worksite by a person working as an employee at the City or while “on call” and subject to return to work. Having a medical marijuana card, patient registry number, and/or cannabis prescription from a physician does not allow anyone to use, possess, or be impaired by that drug here. The federal government still classifies cannabis as an illegal drug, even though some states have decriminalized its possession and use. There is no acceptable concentration of marijuana metabolites in the blood or urine of an employee who operates our equipment or vehicles or who is on one of our worksites. Applicants and employees are still subject to being tested under our drug and alcohol testing policy. And employees are subject to being disciplined, suspended, or terminated after testing positive for cannabis if the employee used, possessed, or was impaired by cannabis, including medical cannabis, while on the premises of the place of employment or during the hours of employment.

While Impaired of Alcohol or Drug(s):

Employees are prohibited from being under the influence of alcohol or drugs or having a detectable amount of an illegal drug in the blood or urine when reporting for work; while on duty; is on the City's premises; while operating any city vehicle, machinery, or equipment; or when performing any City business, except (1) pursuant to a valid medical prescription used as properly instructed; or (2) the use of over-the-counter controlled substance used as intended by the manufacturer.

Driving While Impaired:

A conviction of driving while impaired in a City-owned vehicle at any time during business or non-business hours, or in an employee-owned vehicle while conducting city business, may result in discipline, up to and including discharge.

Criminal Controlled Substance Convictions:

Any employee convicted of any criminal drug statute must notify his or her supervisor and the City's Human Resources Director in writing of such conviction no later than five days after such conviction. Within 30 days after receiving notice from an employee of a controlled substance-related conviction, the City will take appropriate personnel action against the employee up to and including discharge, or require the employee to satisfactorily participate in a controlled substance abuse assistance or rehabilitation program as an alternative to termination. In the event notice is not provided to the supervisor and the employee is deemed to be incapable of working safely, the employee will not be permitted to work and will be subject to disciplinary action, including dismissal from employment. In accordance with the Federal Drug-Free Workplace Act of 1988, if the City is receiving federal grants or contracts of over \$25,000, the City will notify the appropriate federal agency of such conviction within 10 days of receiving notice from the employee.

Failure to Disclose Lawful Controlled Substance:

Employees taking a lawful controlled substance, including prescription and over-the-counter controlled substances, which may impair their ability to perform their job responsibilities or pose a safety risk to themselves or others, must advise their supervisor of this before beginning work. It is the employee's responsibility to seek out written information from his/her physician or pharmacist regarding medication and any job performance impairment and relay that information to his/her supervisor. In the event of such a disclosure, the employee will not be authorized to perform safety-sensitive functions.

Review and Notification of Test Results

Notification of Negative Test Results:

In the case of job applicants and in accordance with Minn. Stat. § 181.953, Human Resources will notify a job applicant of a negative drug result within three days of receipt of result by the City, and the hiring process will resume. In accordance with Minn. Stat. § 181.953, subd. 3, a laboratory must report results to the city within three working days of the confirmatory test result. A "Negative Test Results Notification" form will be sent to the job applicant, and the job applicant may request a copy of the test result report from Human Resources.

In the case of current employees and in accordance with Minn. Stat. § 181.953, Human Resources will notify the employee of a negative drug and/or alcohol result within three days of

receipt of result by the city. A “Negative Test Results Notification” form will be sent to the employee, and he or she may request a copy of the test result report from Human Resources or the City Administrator.

Notification of Positive Test Results:

In the event of a confirmed positive blood or urine alcohol and/or drug test result, the city will notify the employee of a positive drug and/or alcohol result within three days of receipt of the result. Human Resources will send to the employee or job applicant a “Positive Test Results Notification” letter containing further instructions. The employee or job applicant may contact Human Resources to request a copy of the test result report if desired. In accordance with Minn. Stat. § 181.953, subd. 3, a laboratory must report results to the City within three working days of the confirmatory test result.

Right to Provide Information after Receiving Test Results:

Within three working days after notice of a positive controlled substance or alcohol test result on a confirmatory test, the employee or job applicant may submit information to the City to explain the positive result. In accordance with Minn. Stat. § 181.953, subd. 10, if an employee submits information either before a test or within three working days after a positive test result that explains the positive test result, (such as medications the employee is taking), the City will not take an adverse employment action based on that information unless the employee has already been under an affirmative duty to provide the information before, upon, or after hire.

Right to Confirmatory Retest:

A job applicant or employee may request a confirmatory retest of the original sample at the job applicant’s or employee’s own expense after notice of a positive test result on a confirmatory test. Within five working days after notice of the confirmatory test result, the job applicant or employee must notify the City in writing of the job applicant’s or employee’s intention to obtain a confirmatory retest. Within three working days after receipt of the notice, the City will notify the original testing laboratory that the job applicant or employee has requested the laboratory to conduct the confirmatory retest or transfer the sample to another qualified laboratory licensed to conduct the confirmatory retest. The original testing laboratory will ensure the control and custody procedures are followed during transfer of the sample to the other laboratory. In accordance with Minn. Stat. § 181.953, subd. 3, the laboratory is required to maintain all samples testing positive for a period of six months. The confirmatory retest will use the same controlled substance and/or alcohol threshold detection levels as used in the original confirmatory test.

In the case of job applicants, if the confirmatory retest does not confirm the original positive test result, the City’s job offer will be reinstated and the City will reimburse the job applicant for the actual cost of the confirmatory retest. In the case of employees, if the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test will be taken against the employee, the employee will be reinstated with any lost wages or salary for time lost pending the outcome of the confirmatory retest result, and the City will reimburse the employee for the actual cost of the confirmatory retest.

Access to Reports:

In accordance with Minn. Stat. § 181.953, subd. 10, an employee will have access to information contained in his or her personnel file relating to positive test results and to the testing process, including all information gathered as part of that process.

Dilute Specimens:

A negative or positive dilute test result (following a second collection) which has been confirmed will subject an employee to immediate termination.

Consequences for Employees Engaging in Prohibited Conduct

Job Applicants:

The City's conditional offer of employment will be withdrawn from any job applicant who refuses to be tested or tests positive for illegal drugs as verified by a confirmatory test.

Employees:

- No Adverse Action without Confirmatory Test. The City will not discharge, discipline, discriminate against, or request or require rehabilitation of an employee based on a positive test result from an initial screening test that has not been verified by a confirmatory test.
- Suspension Pending Test Result. The City may temporarily suspend a tested employee with or without pay, or transfer that employee to another position at the same rate of pay pending the outcome of the requested confirmatory retest, provided the City believes that it is reasonably necessary to protect the health or safety of the employee, co-employees, or the public. The employee will be asked to return home, and will be provided appropriate arrangements for return transportation to his or her residence. In accordance with Minn. Stat. § 181.953, subd. 10, an employee who has been suspended without pay will be reinstated with back pay if the outcome of the requested confirmatory retest is negative.

Discipline and Discharge:

Confirmatory Positive Test Result:

The City will not discharge an employee for a first confirmatory positive test unless the following conditions have been met:

- The City has first given the employee an opportunity to participate in either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the City after consultation with a certified chemical use counselor or physician trained in the diagnosis and treatment of chemical dependency. Participation by the employee in any recommended substance abuse treatment program will be at the employee's own expense or pursuant to the coverage under an employee benefit plan. The certified chemical use counselor or physician trained in the diagnoses and treatment of chemical dependency will determine if the employee has followed the rehabilitation program as prescribed; and
- The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a refusal to test or positive test result on a confirmatory test after completion of the program.

Other Misconduct:

Nothing in this policy limits the right of the City to discipline or dismiss an employee on grounds other than a positive confirmatory test result, including conviction of any criminal drug statute for a violation occurring in the workplace or violation of other city personnel policies.

Emergency Call Back to Work Provisions:

If an employee is called out for a City emergency and he or she reports to work and is suspected of being under the influence of drugs or alcohol, he or she will not be subject to the testing procedures of this policy, but may be subject to discipline and will not be allowed to work. Appropriate arrangements for return transportation to the employee's residence will be made. It is the sole responsibility of the employee who is under the influence of alcohol and/or drugs and who is called out for a City emergency, to notify his or her supervisor of this information and advise if he or she is unable to respond to the emergency call back.

Non-Discrimination

The City of Lake Elmo policy on work-related substance abuse is non-discriminatory in intent and application; however, in accordance with Minn. Stat., ch. 363, disability does not include conditions resulting from alcohol or other drug abuse which prevents an employee from performing the essential functions of the job in question or constitutes a direct threat to property of the safety of individuals.

Furthermore, the City will not retaliate against any employee for asserting his or her rights under this policy.

Policy Contact for Additional Information

If you have any questions about this policy or the City's drug and alcohol testing procedures, you may contact your immediate supervisor, Human Resources, or the City Administrator to obtain additional information.

By this policy, the City of Lake Elmo has established a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace and its policy of maintaining a drug-free workplace. Each City employee will receive a copy of this policy and will be required to read it.

Definitions

Alcohol: Means the intoxicating agent in beverage alcohol or any low molecular weight alcohols such as ethyl, methyl, or isopropyl alcohol. The term includes but is not limited to beer, wine, spirits, and medications such as cough syrup that contain alcohol.

Alcohol use or usage: Means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

Applicant: Means a person applying for a job with the City.

City: Means the City of Lake Elmo.

City premises: Means, but is not limited to, all City job sites and work areas. For the purposes of this policy, city premises also includes any other locations or modes of transportation to and from those locations while in the course and scope of employment of the City.

City vehicle: Means any vehicle which employees are authorized to use solely for City business when used at any time; or any vehicle owned or leased by the City when used for City business.

Collection site: Means a place designated by the City where job applicants and employees present themselves for the purpose of providing a specimen of their breath, urine, and/or blood to be analyzed for the presence of controlled substances and alcohol.

Confirmatory test: Means a controlled substance or alcohol test on a sample to substantiate the results of a prior controlled substance or alcohol test on the same sample, and that uses a method of analysis allowed under one of the programs listed in Minn. Stat. § 181.953, subd. 1.

Drug: Has the same meaning as “controlled substance” defined in Minn. Stat. § 152.01, subd. 4.

Drug and alcohol testing, drug or alcohol testing, and drug or alcohol test: Mean analysis of a body component sample according to the standards established under one of the programs listed in Minn. Stat. § 181.953, subd.1, for the purpose of measuring their presence or absence of drugs, alcohol, or their metabolites in the sample tested.

Drug paraphernalia: Has the meaning set forth in Minn. Stat. § 152.01, subd. 18.

Employee: Means a person who performs services for compensation for the City and includes independent contractors except where specifically noted in this policy.

Initial screening test: Means a drug or alcohol test that uses a method of analysis under one of the programs listed in Minn. Stat. § 181.953, subd. 1.

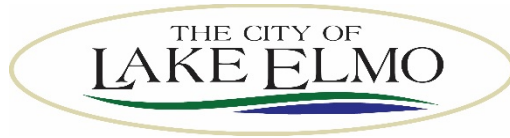
Job applicant: Means a person who applies to become an employee of the City, and includes a person who has received a job offer made contingent on the person passing drug testing.

Positive test result: Means a finding of the presence of alcohol, illegal drugs, or their metabolites that exceeds the cutoff levels established by the City. Minimum threshold detection levels are subject to change as determined in the City’s sole discretion.

Reasonable suspicion: Means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

Safety-sensitive position: Means a job, including any supervisory or management position, in which an impairment caused by drug or alcohol usage would threaten the health or safety of any person.

Under the influence: Means (1) the employee tests positive for alcohol or drugs, or (2) the employee's actions, appearance, speech, and/or bodily odors reasonably cause the City to conclude that the employee is impaired because of illegal drug use or alcohol use.



STAFF REPORT

DATE: February 7, 2018

CONSENT

ITEM #: 5

TO: Mayor and City Council

FROM: Jake Foster, Assistant City Administrator

AGENDA ITEM: Approve Service Agreements with Industrial Health Services Network (IHSN)

BACKGROUND:

Staff and the Human Resources Committee have determined that there is a need for vendor to help administer the City's proposed drug-free workplace and drug testing policies for City employees.

The vendor that has been identified is Industrial Health Services Network (IHSN) in Hudson, WI. IHSN would provide a comprehensive service to City staff to ensure compliance with any state or federal regulations, including those for DOT employees.

ISSUE FOR DISCUSSION:

Should Council approve the HR Committee's recommendation to enter into service agreements with Industrial Health Services Network (IHSN) to help administer the City's proposed drug-free workplace and drug testing policies?

PROPOSAL DETAILS/ANALYSIS:

IHSN provides a completely comprehensive drug testing offering for both DOT and non-DOT employees. Both of these groups would require individual service agreements as the needs for each pools differ.

The services staff recommends for non-DOT employees as outlined by IHSN are pre-employment drug screening, alcohol and drug screening based on suspicion, and alcohol and drug screening if an accident occurs while an employee is on duty or City property is involved. IHSN also offers optional services and support materials that could be purchased if the need arises.

Staff further recommends using IHSN for DOT drug testing which includes, pre-employment drug screening, alcohol and drug screening based on suspicion, alcohol and drug screening if an accident occurs while an employee is on duty or City property is involved, as well as random selection for testing, and all other DOT requirements.

IHSN will provide result reporting and the arrangement of specimen collection at the Stillwater Medical Group collection facility for both programs. Additionally IHSN will help with the policy development for each of these programs to ensure compliance with state statute and federal regulations.

FISCAL IMPACT:

IHSN charges and annual service fee of \$229.00 for the DOT service program. The annual service fee for non-DOT employees will be waived if a service agreement is in place with IHSN for DOT testing. There is an additional one time account set-up fee of \$50. Each drug test has an administration/currier fee of \$44.90 plus a collection fee from the clinic of \$24 for a total of \$68.90 each test. Alcohol/breath tests are also done at the Stillwater Medical Group Clinic and carry a charge of \$44.

Random drug testing needs to occur at a 25% rate annually for the City to be DOT compliant. Tests will be performed quarterly. Currently there are eight employees who are subject to DOT regulations. This means two employees will have to be tested randomly at an annual total cost of \$137.80 for the drug tests. Additionally, DOT employees need to be randomly tested for alcohol consumption at a rate of 10% annually with a minimum of one employee needing to be tested each year. The analysis for random testing requirements is performed quarterly, but the system may not require employees to be tested each quarter if annual thresholds are being met.

The 2018 cost to implement the City proposed drug testing and drug-free workplace policies would be approximately \$470 plus any additional pre-employment, suspicion based, or accident based drug or alcohol screens at \$68.90 or \$44 respectively. The cost to continue the program in subsequent years would be approximately \$420 annually, which is the total cost from 2018 less the one time account set-up fee of \$50.

RECOMMENDATION:

If removed from the consent agenda:

“Motion to approve the service agreements with Industrial Health Services Network”

ATTACHMENTS:

1. Service agreement for the DOT (FMCSA) employee program
2. Service agreement for the non-DOT employee program

Premier Service Program - FMCSA

IHSN's Premier Service Program is a high service model designed for employers who want a comprehensive solution for their drug and alcohol testing program needs. This service package is ideal for employers who want the assistance and experience of knowledgeable staff to coordinate their testing services and assist with the administration of their program.

Clients who enroll in our **Premier Service** program receive the following Superior Quality and Value Added Service Package:

IHSN Services Guide

Upon enrollment each IHSN client receives our valuable IHSN Services Guide. Our IHSN Services Guide provides:

- An introduction to our service program,
- Answers to your common service questions,
- A listing of your designated service providers (Lab, MRO & collection sites),
- Program Management Resources,
- Sample Forms,
- Sample Company Policy Information, and
- Tabbed sections for you to store your service contracts and copies of our monthly newsletter, IHSNews.

This handy ring-bound guidebook is divided into convenient tabbed sections for easy reference and convenient storage of your important program documents.

Laboratory and MRO Services

IHSN makes using or changing to our services a snap by making all the arrangements for establishing your laboratory testing and Medical Review Officer (MRO) accounts. IHSN will set-up your account with one of our contracted top quality SAMHSA certified labs and establish your MRO services account with our MRO Services Department. IHSN also takes care of ordering and arranging for the laboratory to ship the initial supply of drug testing materials directly to you or to each of your designated collection sites, making a change to IHSN services a breeze.

Test Panel

DOT clients who enroll in our Premier service program receive the DOT mandated 5-panel drug screen. This panel tests for THC/Marijuana, Cocaine, Amphetamines/Methamphetamines, Opiates and PCP.

Rapid Result Reporting

IHSN understands that drug test results cannot come too soon. Your company's critical personnel and operations decisions depend on them. Our MRO Services Department is dedicated to providing the rapid, top quality service you need. Negative test results are generally reported the afternoon following specimen collection (provided the collection facility ships the sample the same day it is collected and faxes a copy of the MRO copy of the custody and control form to our offices the day of collection). Positive laboratory test results are handled immediately upon receipt from the laboratory ensuring minimal wait times for your MRO verified result.

Deluxe Result Reporting Options

IHSN recognizes that some companies may require test results to be reported to multiple locations or require varying levels of access to test results. Our sophisticated result reporting system has the ability to report test results to multiple locations and to accommodate varying access levels to result data.

Premier Service Program - FMCSA

Specimen Collection Supplies

IHSN provides all specimen collection supplies needed for drug testing including:

- ◆ Specimen collection and bottle containers
- ◆ Custody and Control Forms (CCF) pre-printed with your company's account information; and,
- ◆ Courier overnight shipping envelope and airbill for sending specimens to your designated SAMHSA-certified lab

IHSN will order and ship the initial supply of testing materials to you or directly to your collection site(s).

Collection Site Location and Account Set-Up

Our Premier service clients receive IHSN's Collection Site Locator & Account Set-up Service. Locating and establishing urine specimen collection and alcohol testing sites is critical to the success of your Drug and Alcohol Testing Program. Using our vast collection site database and collection site locator resources, we will locate collection sites in your designated testing areas and help you determine which sites best meet your unique service needs. We will then coordinate the set-up of your account at each chosen collection site by providing the site with detailed instructions concerning the establishment of your account, including:

- ◆ Your company name, address, phone numbers and authorized contacts
- ◆ The names, addressees and phone numbers of your testing lab and MRO
- ◆ Specimen shipping instructions
- ◆ Instructions concerning how to order additional testing supplies,
- ◆ Instructions concerning the disbursement of testing paperwork, and
- ◆ Billing instructions

For DOT regulated employers IHSN will also obtain a certification form from the facility verifying that the site agrees to provide services in compliance with all applicable DOT regulations and agrees to provide copies of all required documentation including training records when requested by the employer or DOT agency.*

Additionally, we will also order and ship the initial supply of specimen collection materials to each collection site or if you prefer we will ship the supplies directly to you for distribution to your sites or employees. IHSN will also act as a liaison between the employer and the collection site on an ongoing basis.

** IHSN does not obtain copies of the training documentation for each collector or alcohol test technician. IHSN obtains a certification form from the site stating that they agree to provide all services in compliance with DOT regulations including ensuring that all of their staff are trained according to DOT requirements. If a DOT auditor requests the training information for a specific collector or alcohol technician, the employer is responsible for obtaining this documentation from each site location.*

Premier Service Program - FMCSA

Premier Random Selection Services

IHSN's drug and alcohol random selection services are included at no extra charge for clients enrolled in our Premier service program. IHSN's sophisticated computerized random selection service is designed to simplify the management and employee list maintenance duties of your random selection program. IHSN creates an individual random selection pool for each client enrolled in our Premier service program. To help you keep your employee list up to date, each quarter IHSN sends you a reminder to submit changes to your employee list. Our easy to complete update forms or electronic submission procedures make updating your employee list quick and painless!

Our random computer system automatically calculates the number of random selections required for the quarter and then selects the appropriate number of employees for random drug and/or alcohol testing. We also automatically select a percentage of alternates in addition to the primary selections. These alternates are provided for your convenience to be used in cases when the original employees selected are not available for testing due to termination, medical leave, etc.

Premier service clients also receive the following additional random selection service and reporting benefits.

- For Premier service clients, our computer system tracks your drug tests as they enter our test results system and matches the selections made to the random tests you have completed. If a test enters our test results system labeled as a random test, but does not match a selection in our system, (i.e. the test was marked as a random, but is actually a different category of test; or the SS# on the paperwork does not match the SS# in our data base; etc.) we automatically contact you to determine the cause of the discrepancy and then submit any necessary data changes to the testing laboratory. This process ensures that all of your random testing is properly completed and labeled so that your IHSN random progress and laboratory statistical reports will reflect the correct data.
- Premier service clients are sent a progress report just prior to the end of each selection period detailing the status of the random drug testing for the current period. This report includes a summary of the number of selections made, the number of drug tests completed to date and the number of drug tests remaining to be completed for the selection period. This value added report is a timely management tool providing either a confirmation that you have completed all the required drug testing for the period or a friendly reminder that you still have testing to complete before the period ends.
- Premier Service Clients who fail to complete their random testing by the end of the selection period are issued a notice of non-compliance each month until the testing has been completed. These friendly reminders are designed to assist you in maintaining compliance with DOT regulations and/or company policy and serve as a gentle reminder that you still have outstanding tests that need to be completed.

Our Premier random selection system makes managing your random selection program as easy as 1-2-3!

Please Note: If a client does not complete all the required random selections for two successive selection periods, IHSN reserves the right to cancel random selection services on the account.

Premier Service Program - FMCSA

Split Sample Testing Services

DOT regulations require that all DOT drug screen collections be completed using the split sample collection method. In short this collection method requires that the urine specimen be divided into two separate specimen bottles at the time of collection. Both bottles are sealed and shipped to the laboratory. However, only the primary bottle is originally tested. If an employee's test result is verified as positive or as a refusal to test by the Medical Review Officer (MRO), the employee has the right to request that the second or "split" specimen bottle be shipped to a second certified testing laboratory for reanalysis. IHSN's MRO automatically informs the employee of this right during the donor interview process. If the employee requests this specimen be re-tested, DOT regulations require our MRO Services Department to process this request immediately. The fee for this test is billed to the employer. The employer may choose to collect re-imburement from the employee if this is required by the employer's company policy.

DOT Regulatory and Program Compliance Assistance

Premier service clients receive assistance with DOT regulatory and program compliance questions and concerns for no additional charge. IHSN's friendly, dedicated staff is extensively trained to provide answers to your regulatory and program compliance questions. Wading through and reading DOT regulations can be confusing and time consuming. Our highly knowledgeable staff can quickly guide you through the rules to help you locate and understand the appropriate regulations and procedures.

Access to IHSN's 24 hour Emergency Testing Assistance

Because accidents do not occur just on weekdays or during regular office hours, IHSN has staff on call 24 hours a day, 365 days a year to assist our Premier service Clients with post-accident or other emergency testing situations. To utilize this service simply call our toll free number day or night. Our on call representative will locate a test site and make all the arrangements with the collection site for the required testing. When you are dealing with an accident or other emergency testing situation the last thing you want to worry about is locating a competent site to perform drug and alcohol testing. We make arranging for emergency testing worry free!*

**Note: Due to the urgent nature of this testing and the immediate need for the completion of the site set-up, IHSN will not obtain a signed collection site certification statement prior to completing an emergency site set-up. If the employer wishes to obtain this information, it is the employer's responsibility to obtain this documentation from the test site after the completion of services.*

Access to IHSN's Non-Emergency Over-The-Road Collection Site Set-up Services

For situations where it is not convenient to use your permanent collection sites for pre-employment, random or other testing, IHSN offers our Premier service Clients our IHSN "Over-the-Road" Collection Site Set-Up Service. To use this service simply call our toll free number during regular office hours. We will locate a collection site in the requested area and make all the arrangements for the required testing. We then call you back with the facility information so you can direct your employee to the test site. This service is a great tool for completing random testing on-the-road or pre-employment testing on applicants who live far distances from your place of business, saving you travel and lodging expenses when qualifying applicants. *

**Note for DOT employers only: To ensure that all testing is completed in compliance with DOT regulations, IHSN's standard policy is to obtain a collection site certification form from each site prior to completing a site set-up for your company. However, this can delay the site set-up. If the employer does not want the set-up delayed for this process, the employer can request that IHSN not obtain the site certification. In these cases the employer will be required to sign a release form.*

Premier Specimen Status Tracking & Expedited Result Reporting

IHSN understands that drug test results cannot come too soon, your critical personnel decisions depend on them. If you are particularly anxious about the status of a pending test result simply call our offices. Our MRO staff will contact the lab to 1) verify that the lab has received the specimen, 2) determine the testing status of the specimen and, 3) obtain an estimate of when the lab is expected to release the result to the MRO for review.

Premier Service Program - FMCSA

In addition to contacting the lab to verify the status of your test results, for Premier service clients, our MRO staff will also contact your collection site to verify that the employee did complete the test, we will verify when the sample was shipped, and track the specimen with the courier service responsible for transporting the specimen to the testing laboratory. If you are particularly anxious about a specific result our MRO staff can also enter a “flag” in our computer system that will automatically notify the staff member the minute that specific result is received into our computer system. The result can then be flagged for “priority or emergency” processing to further expedite the MRO review and reporting process.

Expedited Correction of Custody and Control Form errors

Some MRO’s simply cancel specimens that are submitted to the lab with minor Custody and Control Form Errors (i.e. missing date, missing collector signature, collector failed to mark test type, etc.) rather than taking the time to correct them. Other MRO’s leave it up to the laboratory to obtain the necessary documentation required to correct paperwork errors. These practices cost the employer not only time and lost revenue, but also the cost and hassle of arranging for a second collection if the sample must be re-collected. IHSN, however, takes an active role in the correction process. When a correctable Custody and Control form error occurs, the laboratory notifies our MRO of any errors for your account. Our MRO administrative staff then expedites the correction process by coordinating with the collector to correct the error. Our MRO staff contacts the collector to inform the collector of the error, review the proper procedures to ensure that the error does not happen again, and obtain the necessary corrective paperwork. This involvement in the correction process to expedite the correction of custody and control form errors is not common practice for most MRO organizations. Our MRO Services Department is committed to going the extra mile, ensuring that you receive your test results as rapidly as possible. This commitment to excellence speeds up the processing time for Custody and Control form errors saving you time and money.

Regular Customer Service Account Reviews

All Premier service clients receive regular account reviews. Our friendly, dedicated staff will contact you to review your account history and point out any changes in testing activity that may indicate a service or compliance concern. This personalized service helps you identify and correct compliance issues before they become a problem.

Subscription to IHSNews

Our monthly newsletter, IHSNews keeps you up to date on changes in DOT regulations. IHSNews also provides regulation reviews, DOT interpretive guidance, procedure reviews, and articles on other drug and alcohol testing topics. One subscription to IHSNews is provided to each IHSN client as part of their service program.

Drug and/or Alcohol Free Workplace Policies

Each DOT regulated employer is required to have a written drug and alcohol testing policy. Industrial Health Services Network, Inc. provides each employer regulated by the Federal Motor Carrier Safety Administration (FMCSA) Regulations with a sample drug free workplace policy at no extra charge. This sample is designed to be used as a model for developing your drug and alcohol testing policy. IHSN recommends that you have a competent attorney review any new policy before adopting it as your company policy.

Premier Service Program - FMCSA

IHSN's on-line Regulation and Compliance Resource Center

Premier Service Clients have access to our on-line DOT Regulation and Compliance Resource Center. This Resource Center located on IHSN's web site (www.ihsn.com) provides access to:

- ◆ The 49 CFR Part 40 Drug and Alcohol Testing Regulations
- ◆ The Part 382 Federal Motor Carriers Safety Administration Drug & Alcohol Testing Regulations
- ◆ DOT Interpretive Guidance
- ◆ Common Regulation Questions and Answers
- ◆ Guidance for Making Post-Accident Testing Decisions
- ◆ Program Management Tools
- ◆ Past issues of IHSNews, and
- ◆ Links to Variety of useful DOT, Government and Industry Drug and Alcohol Testing Web Sites.

Optional Services

Employee Information and Supervisor Training Programs

Employee Information and Supervisor Training Programs are key to maintaining an effective drug and alcohol testing program. DOT regulations require that you distribute materials to your drivers explaining what is expected of them under the DOT drug and alcohol testing rules. Our driver guide is packed with easy to read information and includes a certificate of receipt for your driver testing files.

Supervisors play a crucial role in an effective drug and alcohol-testing program. More than anyone else, they are in a position to recognize changes in an employee's job performance. FMCSA regulations require that each person in a supervisory role over drivers complete 60 minutes of training on drug abuse and 60 minutes of training on alcohol misuse. Our supervisor training guide is designed to comply with this training requirement. This training manual is packed with valuable information and includes sample forms and a certificate of completion.

Program Management & Resource Materials

Quality Program Management and Resource materials are essential to the maintenance of your drug and alcohol-testing program. IHSN offers additional quality program materials to make it easier for you to manage your testing program and maintain compliance with DOT regulations. See the page in this proposal titled "IHSN Program Materials" for more information.

Substance Abuse Professional (SAP) Referral Services

When an employee violates an FMCSA drug or alcohol testing program prohibition, FMCSA regulations require the employer to provide the employee with a referral to a qualified Substance Abuse Professional (SAP). IHSN can assist you with this requirement by making a referral to a qualified Substance Abuse Professional. IHSN's SAP Referral service includes: 1) locating an appropriate facility and certified individual to perform the SAP evaluation and 2) providing you with documentation that the individual meets the criteria to act as an SAP per DOT regulations.

Drug Screen Collection & Alcohol Testing Services

IHSN will work with your existing provider location(s) or will establish drug screen collection and alcohol testing sites for you. Below you will find our suggestion(s) for service providers in the areas you requested. If you prefer to work with a different facility than the site(s) listed below, please provide your representative with the name, address and phone number of the site of your choice. Fees for drug screen collection and alcohol testing services will be the usual and customary fees charged by the site. Unless otherwise noted below, all fees for services provided by your collection site will be billed to you directly by the provider site. The collection site service fees listed below are based on the collection site's current fee schedule and are subject to change without notice. Please note that collection and alcohol testing fees are in addition to IHSN's testing fees.

Stillwater Medical Group - Workwell 1500 Curve Crest Blvd. Stillwater, MN 55082		Hours:	M - F: 8am-4:15pm Appt not required but a call ahead is preferred for any service.
		Urine Specimen Collection Fee:	\$24.00
Phone:	(651) 439-1234	DOT Physical Fee:	\$85.00
Fax:	(651) 275-3395	Breath Alcohol Test Fee:	\$44.00

IHSN Program Materials

Cab Packs

\$5.90

A Cab Pack is a sealed collection kit that contains the specimen bottle kit, a custody and control form, an airway bill, and courier shipping bag. The pack is designed to be kept aboard a vehicle for post accident or random on the road testing. We highly recommend having a cab pack for each of your vehicles to decrease the possibility of errors during post accident testing.

DOT Program Materials

FMCSA Drug & Alcohol Testing Forms Packet

Paper Version: \$34.95

CD Version: \$39.95

The IHSN Drug & Alcohol Testing Forms Packet is designed to aid employers in complying with the record keeping requirements of the Federal Motor Carriers Safety Administration's drug and alcohol testing program. Each of these time saving forms includes a guide at the bottom of each form listing to whom, and where copies of each form should be distributed. Additionally, each of the program checklists included features not only a list of required documents, but also the time period the form must be retained by the employer. Unlike the program forms sold by other companies, you do not need to buy our forms more than once! IHSN provides you with a packet of master forms that can be photocopied for your internal company use. This packet is also available on CD (Files are in pdf format).

DOT Drug and Alcohol Testing Regulations: Part 382

\$14.95

This guidebook provides you with a complete copy of the current Part 382 drug and alcohol testing rules. *(A pdf version of this booklet is available to download for free in the "clients only" area of our web site.)*

DOT Drug and Alcohol Testing Regulations: Part 40

\$14.95

This guidebook provides you with a complete copy of the current Part 40 drug and alcohol testing rules. *(A pdf version of this booklet is available to download for free in the "clients only" area of our web site.)*

FMCSA Supervisor's Reasonable Suspicion Training Guide

\$64.95

This guide is designed to meet the supervisor training requirements of 382.603. This manual provides your supervisors with guidance concerning the physical, behavioral, speech and performance indicators of drug and alcohol abuse. Additionally, this manual provides guidance concerning how to approach employees when reasonable suspicion testing is required and how to document the request for testing (includes sample forms)

Driver's Guide to the FMCSA Drug & Alcohol Testing Rules

\$4.50

This booklet is designed to educate your employees about the dangers and health effects of the use and abuse of drugs and alcohol. This booklet meets the requirements of part 382.601(b) and is designed to be distributed to each of your drivers along with a copy of your company's written drug and alcohol policy.

FMCSA Complete Materials Package

\$172.00

Save 5%! This cost saving package includes all the basic program materials you need to implement your FMCSA testing program. This package includes 1 - Drug & Alcohol Testing Forms Packet (paper version), 1 - Supervisor's Reasonable Suspicion Training Manual, 1 - DOT Drug and Alcohol Testing Regulations: Part 382 book, 1 - DOT Drug and Alcohol Testing Regulations: Part 40 book, 5 - FMCSA Driver's Guidebooks, and 5 - Cab Pack Test Kits. *(Don't forget to order additional Driver's Guides and cab packs for each additional driver!)*

Service Fees - FMCSA

IHSN Premier Service Program

IHSN Services Guide
 SAMHSA Laboratory Testing
 DOT SAMHSA 5-panel Test
 Certified Medical Review Officer Services
 Automated Results Reporting
 Deluxe Result Reporting Options
 Next Day Reporting on Negative Test Results
 Positive Test Results Confirmed by GC/MS
 Specimen Collection Supplies
 Collection Site Referral Services & Account Set-Up Services (First 2 sites free, fee for each additional site)
 Premier Random Selection Services
 DOT Regulatory and Program Compliance Assistance
 Access to IHSN's 24 hour Emergency Testing Services
 Access to IHSN's Non-Emergency Over-The-Road Collection Site Set-Up Services
 IHSN's Premier Customer Service Package
 Premier Specimen Status Tracking
 Expedited Correction of Correctable Custody and Control Form Errors
 Regular Customer Service Account Reviews
 Subscription to IHSNews
 Password Access to IHSN's On-Line Regulation and Compliance Resource Center
 One Monthly Billing Statement for all Lab, MRO and IHSN Services

Annual Service Fee:.....\$229.00
Fee Per Drug Test:.....\$44.90*

Optional Services

Collection Site Referral & Set-Up Services.....First 2 sites free, \$45 fee for each additional site
 Urine Specimen Collection Combined Billing Service\$5.00/test
 Non-Emergency Site Set-Up Services (regular office hours)\$45.00 per set-up plus testing and collection fees
 Emergency After Hours Site Set-Up Services\$75.00 per set-up plus testing and collection fees
 Split Specimen Re-test\$180.00 per test**
 SAP Referral Services\$150.00 per referral
 Employee And Supervisor Training Programs..... See Program Materials Sheet
 Program Management and Resource Materials..... See Program Materials Sheet

**Test Fees are based upon a maximum positive rate of 5 % per year. Positive test results above the 5 % maximum annual rate will be subject to an additional \$45.00 fee per test. If translation services are required for an MRO interview with a non-English speaking employee, the MRO will utilize the translation services of AT & T Language Line. The employer will be charged a per minute translation fee based upon the current rate charged by AT & T Language Line.*

*** Split Specimen re-test fees are billed to the employer and the employer is responsible for payment of all split specimen re-test fees. The employer may choose to seek reimbursement from the employee according to the employer's company policy.*

Service Agreement

DURATION OF OFFER: This offer is open for 30 days from the date of this proposal

DURATION OF PRICING: Annual fee and test fees are effective for term of this agreement. IHSN reserves the right to increase client's annual fee or test fees due to regulation changes or unforeseen increases in laboratory, shipping or other costs. IHSN will provide Client a written notice of any mid term increase in the annual fee or test fees 30 days in advance. Fees at renewal will be IHSN's present market price at the time of renewal. Fees for all other services are subject to change without notice.

PAYMENT TERMS: Invoices are issued monthly and payment is due within 15 days of the invoice date.

CUSTOMER SATISFACTION GUARANTEE: Subject to the conditions below, if customer is dissatisfied with IHSN's quality of service or support, IHSN will, at customer's written request: (i) cancel service and close the account, and (ii) cancel customer's contract without liability for the termination fee. **CONDITIONS TO SATISFACTION GUARANTEE:**

1. IHSN must receive written notice of the issue from the customer.
2. The issue must be attributable to facilities or causes within IHSN's reasonable control; for example problems caused by acts of God, natural disasters, inclement weather or third parties are not grounds to invoke the guarantee.
3. If the issue is due to the performance of a subcontracted or coordinated third party service provider (i.e. lab, MRO, collection site, etc.) IHSN must be reasonably given the opportunity to (i) resolve the problem with the existing service provider, or (ii) change service providers and pass through any corresponding differences in service provider fees. If there is no alternate service provider reasonably available or customer is unwilling to accept an alternate service provider, then the issue shall not be covered by this satisfaction guarantee.
4. IHSN is unable to resolve a covered problem to customer's reasonable satisfaction within 30 days after receipt of written notice.
5. Customer's account must be current (no balance older than 30 days).

TERM AND TERMINATION: Client agrees that IHSN will be its sole provider of the drug and alcohol testing services covered by this agreement, unless those services are not available because of location, emergency or necessitated by regulations or government authorities. This agreement shall be for an Initial Term of 1 year from the date signed by the Customer. Upon expiration of the Initial Term, this agreement shall automatically renew for successive 1-year periods at IHSN's present market price at the time of renewal. Customer or IHSN may terminate this Agreement at the end of any term by submitting a written notice to the other party at least thirty (30) days prior to the end of such term. If service is terminated prior to expiration of the current term, whether by IHSN for customer breach, or by Customer other than under the Customer Satisfaction Guarantee, Customer shall forfeit all annual fees paid and upon demand by IHSN pay a termination fee equal to either 1) the average monthly billing for all prior months of the current term multiplied by the number of months remaining on the current term or 2) the average monthly billing for the last 12 months multiplied by the number of months remaining on the current term, whichever is greater.

AMENDMENTS: Changes in federal or state regulations or standard testing practices may necessitate periodic amendments to the terms of this agreement. In the event an amendment is necessary, IHSN will issue a written notice to the client which shall include a deadline by which client must notify IHSN of its refusal to accept the amended terms. Failure to provide notice by and/or continued use of IHSN services after the expiration of this deadline will constitute acceptance of the amendment by client.

ACCEPTANCE: Acceptance may be made by email, mail or fax. Email and fax documents shall serve as originals.

ENTIRE AGREEMENT: This written Agreement and the accompanying Service Fees sheet constitute the entire agreement between the parties and supersedes any prior or contemporaneous proposals, discussion or agreements, whether verbal or written.


CHOICE OF LAW: This agreement shall be construed and controlled by the laws of the State of Wisconsin and both parties further consent to the jurisdiction of the state and federal courts sitting in that state.

Customer hereby accepts and agrees to the terms, conditions and pricing as stated in this proposal.

For: _____
(Company Name)

For Industrial Health Services Network, Inc.

By _____
(Name of Authorized Representative)



Emily S. Battis, President VD010118

(Signature of Authorized Representative)

Date: _____

Premier Service Enrollment Form - FMCSA

- Our Testing Program Is:** Mandated by U.S. DOT Regulations
 Non-DOT/Company Policy (If you selected this option, please stop here and contact your IHSN representative to request a Non-DOT enrollment form)

If your company is regulated by the US Department of Transportation, please indicate all DOT Modal Agency Drug and Alcohol Testing Regulations your company must comply with:

- Federal Motor Carrier Safety Administration (FMCSA)
 Other DOT Agency (please list agency name) _____

Result Reporting Preferences

Results should be directed to the following address:

Mailing Address: _____

City, State, Zip: _____

Phone: (_____) _____

Please list the names of the individuals authorized to receive test results (please list phone # if different than number listed above):

Primary person _____

2nd person _____

3rd Person _____

Desired reporting method:

Auto Fax reporting is a computerized faxing system that immediately faxes test results to your secure fax upon release by the MRO. If auto fax is selected, you must have a secure fax with access to this fax limited to only those individuals authorized to receive test results.

Notify Fax reporting is designed for clients who do not have a secure fax or who want to control their inbound faxes. A notice is faxed to you informing you when your tests are available for reporting. Then you simply call IHSN to have your test result reports released to your fax while you monitor your fax machine.

Phone reporting is designed for clients who do not have a secure fax. A representative will call you with your test results and a written copy will be mailed to you the same day.

Mail reporting is designed for clients who do not have a secure fax. When the result is released by the MRO for reporting, a written copy of the result is mailed to you. This is the least efficient way to receive results and is not recommended for clients who are anxiously awaiting test results.

Select one: Auto Fax* Notify-Fax* Phone* Mail only

If Auto fax or notify-fax reporting is selected, enter the fax number to report results:

(_____) _____ - _____

** If fax or phone reporting is selected, the client will receive a preliminary result report via fax or phone. A final result report signed by the MRO is then sent via U.S. Mail.*

Newsletter Subscription:

A copy of our newsletter publication, IHSNews, is provided to each client as part of their annual program fee. The newsletter is sent out by email. Please list the email address that you would like your newsletter sent to:

_____ @ _____

Premier Service Enrollment Form - FMCSA

Random Selections

I want IHSN to complete our company drug & alcohol random selections? Yes No

If yes, which quarter do you want IHSN to begin making these selections*?

- immediately for the current quarter (clients just starting a program or clients who have not completed random selections for the current quarter should check this option)
 1st quarter(Jan.-March 31) 2nd Quarter(April 1-June 30)
 3rd quarter(July 1-Sept. 30) 4th quarter(Oct. 1-Dec. 31)

**IHSN standardly performs random selections on a quarterly basis. If your company's operations are seasonal, please contact your representative to discuss the appropriate random selection schedule for your company.*

Selection Rate:

Random selections are drawn at a rate equal to the minimum annual selection rate set by the applicable DOT agency. If you would like your selection rate set **higher** than the minimum annual selection rate, please enter the desired selection rate below, otherwise leave this section blank.

Drug: _____%/ calendar year Alcohol: _____%/calendar year

All random correspondence should be directed to:

Random Selection Contact: _____
Phone: _____ Fax: _____
Email: _____
Address: _____
City, State, Zip: _____

All random correspondence should be sent by (please select one):

- mail fax email

Billing Information

Accounts Payable Contact: _____

Phone: () _____ Fax: () _____

Billing Address: _____

City, State, Zip: _____

Physical/Shipping Address

Street Address: _____

City, State, Zip: _____

Premier Service Enrollment Form - FMCSA

Program Supplies			
Item Description	Quantity	Unit Price	Total
Annual Service Fee	1	\$229.00	\$229.00
Collection Site Referral & Set-Up Services (first 2 sites free)		\$45.00	
Cab packs		\$5.90	
FMCSA Drug & Alcohol Testing Forms Packet (printed)		\$34.95	
FMCSA Drug & Alcohol Testing Forms Packet (CD)		\$39.95	
DOT Drug and Alcohol Testing Regulations: Part 382		\$14.95	
DOT Drug and Alcohol Testing Regulations: Part 40		\$14.95	
FMCSA Supervisor's Reasonable Suspicion Training Guide		\$64.95	
Driver's Guide to the FMCSA Drug & Alcohol Testing Rules		\$4.50	
Complete FMCSA Training Package		\$172.00	
Subtotal			
Sales Tax (WI residents add 5.5% sales tax. SD residents add 4% state sales tax plus the applicable city sales tax.)			
Shipping & Handling: Introductory Materials	1	\$14.95	\$ 14.95
Shipping & Handling: Additional Program Materials: (Based on weight. Please call for quote if paying by check. IHSN will automatically calculate for credit card orders.)			
Total			

Please mail your check to IHSN (or complete the credit card authorization below) for this amount at the time you mail your acceptance. If you are faxing your acceptance please complete the credit card authorization form below.

Credit Card Payment Authorization

Please charge my credit card for the annual program fee and any supplies ordered above

Card: VISA MASTERCARD

Card Number: _____

3-Digit Security Code (found on the backside of card): _____

Card Expiration Date: _____

Cardholder Name: _____

Card Billing Address: _____

City, State, Zip: _____

Cardholder Phone Number: _____

Cardholder Signature: _____

To establish Your Account, Please submit the following by fax or mail to:

Industrial Health Services Network, Inc.

Attn: Account Setup

P.O. Box 490, Hudson, WI 54016

Fax: (715) 386-9308

1. Your signed Service Agreement
2. Your completed Enrollment Form
3. A List of your current collection facilities (please include the site name, complete address, phone number, fax number and contact person) or a list of the locations where sites are needed,
4. If you have requested random selection services, a complete list of the names and social security numbers of your employees for random selections. You must submit a computer file or use the form provided.
5. A check or completed credit card billing authorization for the annual program fee and any program supplies ordered. (NOTE: Please do not send credit card information by email. Please mail, fax or call in your credit card information)

Premier Service Program – Non-DOT

IHSN's Premier Service Program is a high service model designed for employers who want a comprehensive solution for their drug and alcohol testing program needs. This service package is ideal for employers who want the assistance and experience of knowledgeable staff to coordinate their testing services and assist with the administration of their program. Clients who enroll in our **Premier Service** program receive the following Superior Quality and Value Added Service Package:

IHSN Services Guide

Upon enrollment each IHSN client receives our valuable IHSN Services Guide. Our IHSN Services Guide provides:

- An introduction to our service program,
- Answers to your common service questions,
- A listing of your designated service providers (Lab, MRO & collection sites),
- Program Management Resources,
- Sample Forms,
- Sample Company Policy Information, and
- Tabbed sections for you to store your service contracts and copies of our monthly newsletter, IHSNews.

This handy ring-bound guidebook is divided into convenient tabbed sections for easy reference and convenient storage of your important program documents.

Laboratory and MRO Services

IHSN makes using or changing to our services a snap by making all the arrangements for establishing your laboratory testing and Medical Review Officer (MRO) accounts. IHSN will set-up your account with one of our contracted top quality SAMHSA certified labs and establish your MRO services account with our MRO Services Department. IHSN also takes care of ordering and arranging for the laboratory to ship the initial supply of drug testing materials directly to you or to each of your designated collection sites, making a change to IHSN services a breeze!

Test Panel

Employers who enroll in our Premier service program receive their choice of testing panels. Employers can select our standard 5-panel, 7-panel, 10-panel or a custom panel drug screen. Our standard 5-panel drug screen tests for THC/Marijuana, Cocaine, Amphetamines/Methamphetamines, Opiates and PCP. Our standard 7-panel drug screen tests for all substances included on the 5-panel test plus benzodiazepines and barbiturates. Our standard 10-panel drug screen tests for all substances included on the 7-panel test plus methadone, methaqualone and propoxyphene.

Rapid Result Reporting

IHSN understands that drug test results cannot come too soon. Your company's critical personnel and operations decisions depend on them. Our MRO Services Department is dedicated to providing the rapid, top quality service you need. Negative test results are generally reported the afternoon following specimen collection (provided the collection facility ships the sample the same day it is collected and faxes a copy of the MRO copy of the custody and control form to our offices the day of collection). Positive laboratory test results are handled immediately upon receipt from the laboratory ensuring minimal wait times for your MRO verified result.

Deluxe Result Reporting Options

IHSN recognizes that some companies may require test results to be reported to multiple locations or require varying levels of access to test results. Our sophisticated result reporting system has the ability to report test results to multiple locations and to accommodate varying access levels to result data.

Premier Service Program – Non-DOT

Specimen Collection Supplies

IHSN provides all specimen collection supplies needed for drug testing including:

- ◆ Specimen collection and bottle containers
- ◆ Custody and Control Forms (CCF) pre-printed with your company's account information; and,
- ◆ Courier overnight shipping envelope and airbill for sending specimens to your designated SAMHSA-certified lab

IHSN will order and ship the initial supply of testing materials to you or directly to your collection site(s).

Collection Site Location and Account Set-Up

Our Premier service clients receive IHSN's Collection Site Locator & Account Set-up Service. Locating and establishing urine specimen collection and alcohol testing sites is critical to the success of your Drug and Alcohol Testing Program. Using our vast collection site database and collection site locator resources, we will locate collection sites in your designated testing areas and help you determine which sites best meet your unique service needs. We will then coordinate the set-up of your account at each chosen collection site by providing the site with detailed instructions concerning the establishment of your account, including:

- ◆ Your company name, address, phone numbers and authorized contacts
- ◆ The names, addressees and phone numbers of your testing lab and MRO
- ◆ Specimen shipping instructions
- ◆ Instructions concerning how to order additional testing supplies,
- ◆ Instructions concerning the disbursement of testing paperwork, and
- ◆ Billing instructions

Additionally we will also order and ship the initial supply of specimen collection materials to each collection site or if you prefer we will ship the supplies directly to you for distribution to your sites or employees. IHSN will also act as a liaison between the employer and the collection site on an ongoing basis.

Premier Random Selection Services

IHSN's drug and alcohol random selection services are included at no extra charge for clients enrolled in our Premier service program. IHSN's sophisticated computerized random selection service is designed to simplify the management and employee list maintenance duties of your random selection program. IHSN creates an individual random selection pool for each client enrolled in our Premier service program. To help you keep your employee list up to date, each quarter IHSN sends you a reminder to submit changes to your employee list. Our easy to complete update forms or electronic submission procedures make updating your employee list quick and painless!

Our random computer system automatically calculates the number of random selections required for the quarter and then selects the appropriate number of employees for random drug and/or alcohol testing. We also automatically select a percentage of alternates in addition to the primary selections. These alternates are provided for your convenience to be used in cases when the original employees selected are not available for testing due to termination, medical leave, etc.

Premier Service Program – Non-DOT

Premier service clients also receive the following additional random selection service and reporting benefits.

- For Premier service clients, our computer system tracks your drug tests as they enter our test results system and matches the selections made to the random tests you have completed. If a test enters our test results system labeled as a random test, but does not match a selection in our system, (i.e. the test was marked as a random, but is actually a different category of test; or the SS# on the paperwork does not match the SS# in our data base; etc.) we automatically contact you to determine the cause of the discrepancy and then submit any necessary data changes to the testing laboratory. This process ensures that all of your random testing is properly completed and labeled so that your IHSN random progress and laboratory statistical reports will reflect the correct data.
- Premier service clients are sent a progress report just prior to the end of each selection period detailing the status of the random drug testing for the current period. This report includes a summary of the number of selections made, the number of drug tests completed to date and the number of drug tests remaining to be completed for the selection period. This value added report is a timely management tool providing either a confirmation that you have completed all the required drug testing for the period or a friendly reminder that you still have testing to complete before the period ends.
- Premier Service Clients who fail to complete their random testing by the end of the selection period are issued a notice of non-completion each month until the testing has been completed. These friendly reminders are designed to assist you in maintaining compliance with your company policy or vendor contracts and serve as a gentle reminder that you still have outstanding tests that need to be completed.

Our Premier random selection system makes managing your random selection program as easy as 1-2-3!

Please Note: If a client does not complete all the required random selections for two successive selection periods, IHSN reserves the right to cancel random selection services on the account.

Access to IHSN's 24 hour Emergency Testing Assistance

Because accidents do not occur just on weekdays or during regular office hours, IHSN has staff on call 24 hours a day, 365 days a year to assist our Premier service Clients with post-accident or other emergency testing situations. To utilize this service simply call our toll free number day or night and we will locate a test site and make all the arrangements with the clinic for the required testing. When you are dealing with an accident or other emergency testing situation the last thing you want to worry about is locating a competent site to perform drug and alcohol testing. We make arranging for emergency testing worry free!

Access to IHSN's Non-Emergency Over-The-Road Collection Site Set-up Services

Because it is not always possible or convenient to use your permanent collection sites for pre-employment, random or other testing, IHSN offers our Premier service Clients our IHSN "Over-the-Road" Collection Site Set-Up Service. To use this service simply call our toll free number during regular office hours. We will locate a collection site in the requested area and make all the arrangements for the required testing. We then call you back with the facility information so you can direct your employee to the test site. This service is a great tool for completing random testing on-the-road or pre-employment testing on applicants who live far distances from your place of business, saving you travel and lodging expenses when qualifying applicants.

Premier Service Program – Non-DOT

Premier Specimen Status Tracking & Expedited Result Reporting

IHSN understands that drug test results cannot come too soon, your critical personnel decisions depend on them. If you are particularly anxious about the status of a pending test result simply call our offices. Our MRO staff will contact the lab to 1) verify that the lab has received the specimen, 2) determine the testing status of the specimen and, 3) obtain an estimate of when the lab is expected to release the result to the MRO for review.

In addition to contacting the lab to verify the status of your test results, for Premier service clients, our MRO staff will also contact your collection site to verify that the employee did complete the test, we will verify when the sample was shipped, and track the specimen with the courier service responsible for transporting the specimen to the testing laboratory. If you are particularly anxious about a specific result, for Premier service clients, our MRO staff can also enter a “flag” in our computer system that will automatically notify the staff member the minute that specific result is received into our computer system. The result can then be flagged for “priority or emergency” processing to further expedite the MRO review and reporting process.

Expedited Correction of Custody and Control Form errors

Some MRO's simply cancel specimens that are submitted to the lab with minor Custody and Control Form Errors (i.e. missing date, missing collector signature, collector failed to mark test type, etc.) rather than taking the time to correct them. Other MRO's leave it up to the laboratory to obtain the necessary documentation required to correct paperwork errors. These practices cost the employer not only time and lost revenue, but also the cost and hassle of arranging for a second collection if the sample must be re-collected. IHSN, however, takes an active role in the correction process. When a correctable Custody and Control form error occurs, the laboratory notifies our MRO of any errors for your account. Our MRO administrative staff then expedites the correction process by coordinating with the collector to correct the error. Our MRO staff contacts the collector to inform the collector of the error, review the proper procedures to ensure that the error does not happen again, and obtain the necessary corrective paperwork. This involvement in the correction process to expedite the correction of custody and control form errors is not common practice for most MRO organizations. Our MRO Services Department is committed to going the extra mile, ensuring that you receive your test results as rapidly as possible. This commitment to excellence speeds up the processing time for Custody and Control form errors saving you time and money.

Regular Customer Service Account Reviews

All Premier service clients receive regular account reviews. Our friendly, dedicated staff will contact you to review your account history and point out any changes in testing activity that may indicate a service or compliance concern. This personalized service helps you identify and correct compliance issues before they become a problem.

Subscription to IHSNews

Our monthly newsletter, IHSNews provides articles on a variety of drug and alcohol testing topics. One subscription to IHSNews is provided to each IHSN client as part of their service program.

IHSN's on-line Resource Center

Premier service Clients have access to our on-line Resource Center. This Resource Center located on IHSN's web site (www.ihsn.com) provides access to:

- ◆ Program Management Tools
- ◆ Past issues of IHSNews, and
- ◆ Links to Variety of useful DOT, Government and Industry Drug and Alcohol Testing Web Sites.

Premier Service Program – Non-DOT

Drug and/or Alcohol Free Workplace Policies

IHSN recommends that any employer requiring employee drug and alcohol testing have a written drug and/or alcohol testing policy for their company. Due to the fact that testing regulations vary from state to state, it is not possible for IHSN to provide a model policy that would comply with the laws of all 50 states. IHSN recommends that you engage the services of a competent attorney to develop a testing policy specific to your state law and individual company needs. Listed below are some sources for information concerning state drug testing laws that may assist you with the development of your company policy.

- **Your company legal counsel:** Your company legal counsel should be able to assist you in identifying any state drug testing laws that you must comply with as well as assist you in writing your company policy.
- **Your State Attorney General's Office:** Your State Attorney General's Office should be able to provide you with information regarding your state's drug testing laws.
- **U.S. Department of Labor:** This web site features a variety of information and resources concerning how to develop a drug free workplace policy, including a policy builder module. <http://www.dol.gov/elaws/drugfree.htm>
- **Substance Abuse and Mental Health Services Administration:** This site provides information and tools regarding drug-free workplace programs. You can access this web site at <http://www.samhsa.gov/workplace>
- **Drug Free Workplace – Office of National Drug Control Policy:** This web site offers a variety of information and resources regarding drug free workplace programs including links to state and local drug offices and publications. <http://www.whitehousedrugpolicy.gov/prevent/workplace/index.html>
- **The National Clearinghouse for Alcohol and Drug Information:** This web site features publications for workplace drug testing programs. <http://www.health.org/workplace>
- **DTState Laws:** This is a multimedia subscription information service that offers subscribers access to state statutes, court decisions, issues forums, state news, and employer notes concerning workplace drug and alcohol testing. For more information visit <http://www.dtstatelaws.com/>
- **Institute for a Drug Free Workplace:** This organization provides a variety of publications to assist employers in implementing and maintaining their drug free work place programs including a guide to state and federal drug testing laws. <http://store.drugfreeworkplace.org/publications.aspx>

Optional Services

Employee Information and Supervisor Training Programs

Employee Information and Supervisor Training Programs are key to maintaining an effective drug and alcohol testing program. It is essential that employees understand not only what is expected of them, but also what to expect when they submit to drug and alcohol testing. Our employee guide is packed with easy to read information and includes a certificate of receipt for your personnel files.

Supervisors play a crucial role in an effective drug and alcohol-testing program. More than anyone else, they are in a position to recognize changes in an employee's job performance. Our supervisor-training guide gives your supervisors the tools they need to make reasonable suspicion determinations. This training guide is packed with valuable information and includes sample forms and a certificate of completion.

Drug Screen Collection & Alcohol Testing Services

IHSN will work with your existing provider location(s) or will establish drug screen collection and alcohol testing sites for you. Below you will find our suggestion(s) for service providers in the areas you requested. If you prefer to work with a different facility than the site(s) listed below, please provide your representative with the name, address and phone number of the site of your choice. Fees for drug screen collection and alcohol testing services will be the usual and customary fees charged by the site. Unless otherwise noted below, all fees for services provided by your collection site will be billed to you directly by the provider site. The collection site service fees listed below are based on the collection site's current fee schedule and are subject to change without notice. Please note that collection and alcohol testing fees are in addition to IHSN's testing fees.

Stillwater Medical Group - Workwell 1500 Curve Crest Blvd. Stillwater, MN 55082		Hours:	M - F: 8am-4:15pm Appt not required but a call ahead is preferred for any service.
		Urine Specimen Collection Fee:	\$24.00
Phone:	(651) 439-1234	DOT Physical Fee:	\$85.00
Fax:	(651) 275-3395	Breath Alcohol Test Fee:	\$44.00

IHSN Program Materials

Cab Packs

\$5.90

A Cab Pack is a sealed collection kit that contains the specimen bottle kit, a chain of custody form, an airway bill, an MRO envelope and courier shipping bag. The pack is designed to be kept aboard a company vehicle for post accident or random on the road testing.

Supervisor's Reasonable Suspicion Training Guide

\$64.95

This manual is designed to provide your supervisors with information concerning the physical, behavioral, speech and performance indicators of drug and alcohol abuse. Additionally this manual offers guidance concerning how to approach employees when reasonable suspicion testing is required and how to document the request for testing (sample forms included).

Employee Drug & Alcohol Testing Information Guide

\$4.50

This booklet is designed to educate your employees about the dangers and health effects of the use and abuse of drugs and alcohol as well as information regarding what to expect when they submit to drug and alcohol testing.

Service Fees – Non-DOT

IHSN Premier Service Program

IHSN Services Guide
 SAMHSA Laboratory Testing
 Choice of Test Panel (5, 7, 10 Panel)
 Certified Medical Review Officer Services
 Automated Results Reporting
 Deluxe Result Reporting Options
 Next Day Reporting on Negative Test Results
 Positive Test Results Confirmed by GC/MS
 Specimen Collection Supplies
 Premier Random Selection Services
 Access to IHSN's 24 hour Emergency Testing Services
 Access to IHSN's Non-Emergency Over-The-Road Collection Site Set-Up Services
 IHSN's Premier Customer Service Package
 Premier Specimen Status Tracking
 Expedited Correction of Correctable Custody and Control Form Errors
 Regular Customer Service Account Reviews
 Subscription to IHSNews
 Password Access to IHSN's On-Line Resource Center
 One Monthly Billing Statement for all Lab, MRO and IHSN Services

Annual Service Fee:..... \$179.00***WAIVED**
 One Time Account Set-Up Fee\$50.00
Fee Per Drug Test:..... \$44.90**

**Annual fee is waived as long as the client has an active DOT account with IHSN. An annual fee will be implemented for this non-DOT testing account if the client should close its DOT account or request that either random selection services or separate billing statements be provided for the non-DOT account.*

Optional Services

Collection Site Referral & Set-Up Services..... \$45.00 per collection site
 Urine Specimen Collection Combined Billing Service \$5.00/test
 Non-Emergency Site Set-Up Services (regular office hours) \$45.00 per set-up plus
 testing and collection fees
 Emergency After Hours Site Set-Up Services \$75.00 per set-up plus
 testing and collection fees
 Split Specimen Re-test \$180.00 per test***
 SAP Referral Services \$150.00 per referral
 Employee And Supervisor Training Programs..... See Program Materials Sheet

***Test Fees are based upon a maximum positive rate of 5 % per year. Positive test results above the 5 % maximum annual rate will be subject to an additional \$35.00 fee per test. If translation services are required for an MRO interview with a non-English speaking employee, the MRO will utilize the translation services of AT & T Language Line. The employer will be charged a per minute translation fee based upon the current rate charged by AT & T Language Line.*

*** *Split Specimen re-test fees are billed to the employer and the employer is responsible for payment of all split specimen re-test fees. The employer may choose to seek reimbursement from the employee according to the employer's company policy.*

Service Agreement

DURATION OF OFFER: This offer is open for 30 days from the date of this proposal

DURATION OF PRICING: Annual fee and test fees are effective for term of this agreement. IHSN reserves the right to increase client's annual fee or test fees due to regulation changes or unforeseen increases in laboratory, shipping or other costs. IHSN will provide Client a written notice of any mid term increase in the annual fee or test fees 30 days in advance. Fees at renewal will be IHSN's present market price at the time of renewal. Fees for all other services are subject to change without notice.

PAYMENT TERMS: Invoices are issued monthly and payment is due within 15 days of the invoice date.

CUSTOMER SATISFACTION GUARANTEE Subject to the conditions below, if customer is dissatisfied with IHSN's quality of service or support, IHSN will, at customer's written request: (i) cancel service and close the account, and (ii) cancel customer's contract without liability for the termination fee. **CONDITIONS TO SATISFACTION GUARANTEE:**

1. IHSN must receive written notice of the issue from the customer.
2. The issue must be attributable to facilities or causes within IHSN's reasonable control; for example problems caused by acts of God, natural disasters, inclement weather or third parties are not grounds to invoke the guarantee.
3. If the issue is due to the performance of a subcontracted or coordinated third party service provider (i.e. lab, MRO, collection site, etc.) IHSN must be reasonably given the opportunity to (i) resolve the problem with the existing service provider, or (ii) change service providers and pass through any corresponding differences in service provider fees. If there is no alternate service provider reasonably available or customer is unwilling to accept an alternate service provider, then the issue shall not be covered by this satisfaction guarantee.
4. IHSN is unable to resolve a covered problem to customer's reasonable satisfaction within 30 days after receipt of written notice.
5. Customer's account must be current (no balance older than 30 days).

TERM AND TERMINATION Client agrees that IHSN will be its sole provider of the drug and alcohol testing services covered by this agreement, unless those services are not available because of location, emergency or necessitated by regulations or government authorities. This agreement shall be for an Initial Term of 1 year from the date signed by the Customer. Upon expiration of the Initial Term, this agreement shall automatically renew for successive 1 year periods at IHSN's present market price at the time of renewal. Customer or IHSN may terminate this Agreement at the end of any term by submitting a written notice to the other party at least thirty (30) days prior to the end of such term. If service is terminated prior to expiration of the current term, whether by IHSN for customer breach, or by Customer other than under the Customer Satisfaction Guarantee, Customer shall forfeit all annual fees paid and upon demand by IHSN pay a termination fee equal to either 1) the average monthly billing for all prior months of the current term multiplied by the number of months remaining on the current term or 2) the average monthly billing for the last 12 months multiplied by the number of months remaining on the current term, whichever is greater.

AMENDMENTS Changes in federal or state regulations or standard testing practices may necessitate periodic amendments to the terms of this agreement. In the event an amendment is necessary, IHSN will issue a written notice to the client which shall include a deadline by which client must notify IHSN of its refusal to accept the amended terms. Failure to provide notice by and/or continued use of IHSN services after the expiration of this deadline will constitute acceptance of the amendment by client.

ACCEPTANCE Acceptance may be made by email, mail or fax. Email and fax documents shall serve as originals.

ENTIRE AGREEMENT This written Agreement and the accompanying Service Fees sheet constitute the entire agreement between the parties and supersedes any prior or contemporaneous proposals, discussion or agreements, whether verbal or written.


CHOICE OF LAW This agreement shall be construed and controlled by the laws of the State of Wisconsin and both parties further consent to the jurisdiction of the state and federal courts sitting in that state.

Customer hereby accepts and agrees to the terms, conditions and pricing as stated in this proposal.

For: _____
(Company Name)

For Industrial Health Services Network, Inc.

By _____
(Name of Authorized Representative)



Emily S. Battis, President VND040116

(Signature of Authorized Representative)

Date: _____

Premier Service Enrollment Form – Non-DOT

Our Testing Program Is: Non-DOT/Company Policy
 Mandated by Government Regulations *(If you selected this option, please stop here and contact your IHSN representative to request the correct enrollment form)*

Test panel choice: 5 panel(standard) 5 panel(DOT Look-A-Like) 7 panel 10 panel

Result Reporting Preferences

Results should be directed to the following address:

Mailing Address: _____

City, State, Zip: _____

Phone: (_____) _____

Please list the names of the individuals authorized to receive test results *(please list phone # if different than number listed above)*:

Primary person _____

2nd person _____

3rd Person _____

Desired reporting method:

Auto Fax reporting is a computerized faxing system that immediately faxes test results to your secure fax upon release by the MRO. If auto fax is selected, you must have a secure fax with access to this fax limited to only those individuals authorized to receive test results.

Notify Fax reporting is designed for clients who do not have a secure fax or who want to control their inbound faxes. A notice is faxed to you informing you when your tests are available for reporting. Then you simply call IHSN to have your test result reports released to your fax while you monitor your fax machine.

Phone reporting is designed for clients who do not have a secure fax. A representative will call you with your test results and a written copy will be mailed to you the same day.

Mail reporting is designed for clients who do not have a secure fax. When the result is released by the MRO for reporting, a written copy of the result is mailed to you. This is the least efficient way to receive results and is not recommended for clients who are anxiously awaiting test results.

Select one: Auto Fax Notify-Fax
 Mail Only Phone followed by mailed copy

If fax or notify-fax reporting is selected, enter the fax number to report results:
(_____) _____ - _____

Newsletter Subscription:

A copy of our newsletter publication, IHSNews, is provided to each client as part of their annual program fee. The newsletter is sent out by email. Please list the email address that you would like your newsletter sent to:

_____ @ _____

Premier Service Enrollment Form – Non-DOT

Random Selections

Does your company have a random testing program?

Yes No

Billing Information

Accounts Payable Contact: _____

Phone: () _____ Fax: () _____

Billing Address: _____

City, State, Zip: _____

Physical/Shipping Address

Street Address: _____

City, State, Zip: _____

Premier Service Enrollment Form – Non-DOT

Program Supplies			
Item Description	Quantity	Unit Price	Total
Annual Service Fee	1	\$179.00	waived
One Time Account Set-Up Fee	1	\$50.00	\$50.00
Collection Site Referral & Set-Up Services	1	\$45.00	\$45.00
Cab packs		\$5.90	
Supervisor's Reasonable Suspicion Training Guide (Non-DOT Version)		\$64.95	
Employee Drug & Alcohol Testing Information Guide (Non-DOT Version)		\$4.50	
Subtotal			
Sales Tax (WI residents add 5.5% sales tax. SD residents add 4% state sales tax plus the applicable city sales tax.)			
Shipping & Handling: Introductory Materials	1	\$14.95	\$ 14.95
Shipping & Handling: Additional Program Materials: (Based on weight. Please call for quote if paying by check. IHSN will automatically calculate for credit card orders.)			
Total			

Please mail your check to IHSN (or complete the credit card authorization below) for this amount at the time you mail in your acceptance. If you are faxing your acceptance please complete the credit card authorization form below.

Credit Card Payment Authorization

Please charge my credit card for the annual program fee and any supplies ordered above

Card: VISA MASTERCARD

Card Number: _____

3-Digit Security Code (found on the backside of card): _____

Card Expiration Date: _____

Cardholder Name: _____

Card Billing Address: _____

City, State, Zip: _____

Cardholder Phone Number: _____

Cardholder Signature: _____

To establish Your Account, Please submit the following by fax or mail to:

Industrial Health Services Network, Inc.
Attn: Account Setup
P.O. Box 490, Hudson, WI 54016
Fax: (715) 386-9308

1. Your signed Service Agreement
2. Your completed Enrollment Form
3. If you have requested random selection services, a complete list of the names and social security numbers of your employees for random selections. You must submit a computer file or use the form provided.
4. A check or completed credit card billing authorization for the annual program fee and any program supplies ordered.
(NOTE: Please do not send credit card information by email. Please mail, fax or call in your credit card information)



STAFF REPORT

DATE: February 6, 2018
REGULAR
ITEM #: 6
MOTION

TO: City Council
FROM: Emily Becker, Planning Director
AGENDA ITEM: Review of the Chicken Ordinance
REVIEWED BY: Ben Prchal, City Planner

BACKGROUND:

Staff had been asked to prepare an analysis of surrounding communities and their rules relating to the keeping of chickens. The Council reviewed the analysis at its workshop on January 9, 2018 and directed Staff to increase the number of chickens allowed on properties within the City.

PROPOSAL DETAILS/ANALYSIS:

Current Ordinance. The current ordinance allows property owners to own more chickens based on the number of acres they have. No property owner is allowed to keep chickens on property of .49 acres or less. The table below outlines the number of chickens that are allowed on properties of 0.5-5 acres. A permit must be obtained to keep chickens on properties of 5 acres or less. The permit application requires that notices be mailed to all homes within 150 feet of the applicant’s property prior to issuance of the permit, and the permit is valid for up to two years. Chickens kept on properties of 5 acres or more are restricted to 0.02 animal units per 2 grazable acres (50 chickens per 2 grazable acres).

<i>Lot Size (Acres)</i>	<i>Chickens Allowed</i>
0.00 - 0.49	0
0.50 - 0.99	4
1.00 - 1.49	6
1.50 - 1.99	8
2.00 - 2.49	10
2.50 - 2.99	12
3.00 - 3.49	14
3.50 - 3.99	16
4.00 - 4.49	18
4.50 - 4.99	22

Amended Ordinance. At the January 9, 2018 workshop, Council directed Staff to make the following amendments to the Chicken Ordinance. The amended ordinance is attached for reference.

- Allow up to 4 chickens on lots of 0.49 acres in size or less.
- Increase the number of chickens allowed on lots of 0.5-4.49 acres in size by 2.
- Increase the number of chickens allowed on lots of 4.50-4.99 acres in size to 30.
- Remove the requirement that notice be sent out to property owners within 150 feet of the applicant's property prior to issuance of the chicken permit that is required to keep chickens on properties of less than five acres.
- All permits are valid for up to two years.

ATTACHMENTS:

1. Ord. 08-196



STAFF REPORT

DATE: February 7, 2018
CONSENT #7

AGENDA ITEM: Consultant for Building Fit Test/Analysis
SUBMITTED BY: Kristina Handt, City Administrator

BACKGROUND:

At the January 16th meeting, Council directed staff to obtain quotes for a building fit test/analysis for the Brookfield building with respect to using it as a fire hall and city hall in the future. The building fit test/analysis is one of the contingencies in the purchase agreement for 3880 Laverne Ave N. The city has 90 days (April 18th) to complete their due diligence with respect to the contingencies.

ISSUE BEFORE COUNCIL:

Who would Council like to do the fit analysis of the Brookfield site?

PROPOSAL:

Staff was able to obtain quotes from two architecture firms-Leo A Daly and Buetow 2 Architects Inc. Copies of their proposals are included in your packet.

The proposals are similar in scope of work, timeline (4-6 weeks) and price (\$4,750 and \$4,900 respectively). Both firms have done work previously in Washington County on municipal fire stations and city halls.

Staff is recommending Leo A Daly for this project. Since the city has a limited time to complete the work staff is further recommending Council authorize the Mayor and Clerk to execute a contract for the services after it has been reviewed by the City Attorney.

RECOMMENDATION:

If removed from the consent agenda:

“Move to direct staff to prepare a contract with Leo A Daly for a building fit test/analysis and authorize the Mayor and City Clerk to execute the contract after legal review.”

ATTACHMENTS:

- Leo Daly Proposal
- Buetow 2 Architects, Inc Proposal

LEO A DALY

PLANNING

ARCHITECTURE

ENGINEERING

INTERIORS



EST. 1915

ABU DHABI
ATLANTA
AUSTIN
BEIJING
CHICAGO
COLLEGE STATION
CORPUS CHRISTI
DALLAS
DAMMAM
DOHA
FLINT
FORT WORTH
HONG KONG
HOUSTON
LANSING
LAS VEGAS
LOS ANGELES
MIAMI
MILPITAS
MINNEAPOLIS
OAKLAND
OMAHA
ORANGE
RIYADH
SAN ANTONIO
SAN MARCOS
TAMPA
WACO
WASHINGTON DC
WEST PALM BEACH

January 19, 2018

Kristina Handt
City Administrator
City of Lake Elmo
3800 Laverne Avenue North
Lake Elmo, MN 55042

Dear Kristina:

Thank you for inviting LEO A DALY to assist the City of Lake Elmo as you continue your plan to improve the City's services and facilities. We are pleased to present this proposal for professional services based upon our recent and continued conversations.

PROJECT BACKGROUND / UNDERSTANDING

LEO A DALY understands the City of Lake Elmo has nearly completed a municipal facilities space needs assessment for its City Hall, Fire Station No. 1, and Fire Station No. 2. This study investigated each building's physical condition, assessed the space requirement needs for City Hall and the Fire Department, as well as proposed several conceptual master plan options which address the growing capital improvements required and solve the shortage of space for each department. In doing so, creating a civic presence and improving or maintaining the Fire Department response times were also examined.

Concurrent to the assessment, the City began negotiations for the purchase of the Brookfield Office Building and its 2.5 acres adjacent to City Hall. An agreed purchase price is in place, and they City has contracted with SEG to conduct a due diligence review of the building and property prior to closing on the agreement.

PROJECT OBJECTIVE

Upon purchase, the City will be the landlord until the last of the existing leases expire in June of 2022. In the meantime, the City will move City Hall functions, less the Council Chambers, into this building. The scope of our proposal is to synthesize all the programming and asset evaluations completed to date, as it pertains to the Brookfield building and site, into a concept / fit design and implementation plan. LEO A DALY proposes utilizing a client driven design charrette process to create and develop up to three options for the site.

We have organized our proposal based upon assessing the results of the future open house, affirming the space needs report, reviewing the site and building due diligence report, developing concept alternatives, and presenting creative options to provide a road map for funding and project delivery. Our approach is as follows:

PROJECT APPROACH

PART A – UNDERSTANDING OF THE EXISTING PHYSICAL CONDITIONS

- Collect and review previous studies from CEG and BKV.
- Analyze the site and its surrounding context in relation to parking, ingress, egress, separation of user groups, and the civic presence of the site within the city.
- Conduct kick-off meeting to identify goals, schedules, and participants.

January 19, 2018

Kristina Handt

Page 2

PART B – FACILITY NEEDS CONFIRMATION (SPACE PROGRAM CONFIRMATION)

- Review and refine the existing program as it relates to possible city department and staff located at the Brookfield building and site with key leadership.

PART C – CONCEPTS, COSTS, AND FUNDING (SYNTHESIS)

- Host design workshop / charrette with key staff which vets:
 - Re-purposing the Brookfield building,
 - Site concepts addressing proper site access for various users (general public, city hall staff, fire department staff, etc.)
 - Friendly parking strategies for users and neighbors alike.
 - Complementary programmatic relationships inter-departmentally, between the Brookfield building and any addition, and externally to the site.
- Develop preliminary costs and implementation schedules.
- Package all information into a clear report for implementation.
- Present to key leadership and city council.

COMPENSATION

Lump Sum Fee: \$4,750 (including reimbursable)

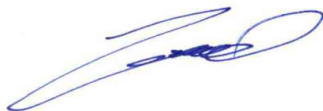
SCHEDULE

Part A:	Start:	February 12 (or upon notice to proceed)
	Duration:	One week after notice to proceed and receipt of currant studies
Part B:	Start:	March 5, or upon completion of Part A
	Duration:	One to two weeks
Part C:	Start:	March 12 or March 19
	Duration:	Two to three weeks

If this meets with your approval, please contact Todd LaVold at LEO A DALY via mail or email for contract development. We appreciate this opportunity and look forward to working with you.

Sincerely,

LEO A DALY



Todd LaVold
 Associate, Senior Architect
tblavold@leoadaly.com

BII BUETOW 2 ARCHITECTS, INC.

City of Lake Elmo, Minnesota Request For Proposals Building Fit/Test Analysis



Submitted To:

City of Lake Elmo, Minnesota

January 31, 2018



City of Lake Elmo, Minnesota
Request For Proposals
Building Fit/Test Analysis

January 31, 2018
Buetow 2 Architects, Inc.
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BII BUETOW 2 ARCHITECTS, INC.

January 31, 2018

(sent via Email to KHandt@lakeelmo.org)

Ms. Kristina Handt
City Administrator, City of Lake Elmo
3800 Laverne Avenue North
Lake Elmo, Minnesota 55042

**Re: City of Lake Elmo, Minnesota
Request For Proposals
Building Fit/Test Analysis**

Please review our Firm's Professional Services Proposal as directed in your Request For Proposals Email issued to Buetow 2 Architects, Inc. on January 22, 2018 on behalf of the City of Lake Elmo.

We ask the City to consider our Project Team's unique qualifications:
Buetow 2 Architects, Inc. is an experienced and 'right-sized' Architectural and Site and Building Evaluation Consultant. We promise that only experienced and professionally-astute Principals of Buetow 2 Architects, Inc. and of our Consultants will be tasked to serve the citizens of Lake Elmo on behalf of this very important municipal site and building analysis.

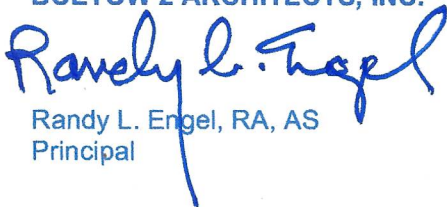
Thus, **Randy Engel** will serve as Principal in Charge and **Modris Feders** will manage the preparation of site and building assessments. **Randy will also act as our Firm's primary contact** with the City of Lake Elmo. Please observe that we each have extensive experience in the evaluation of essential city services sites and buildings including City Halls and Fire Stations. We each are also well-versed in the planning and design of remodeling/addition projects that have resulted in the creation of highly successful operational and physical transformations of existing sites and buildings.

This Proposal establishes the following:

- (1) We believe that four to six weeks will be required to prepare and to present our Report to the City of Lake Elmo.
- (2) Our Firm propose a Professional Services Fee of \$4,900.00
- (3) We, at Buetow and Associates, Inc., are ready, willing and able to proceed with the work of this project for the City of Lake Elmo.

Sincerely,

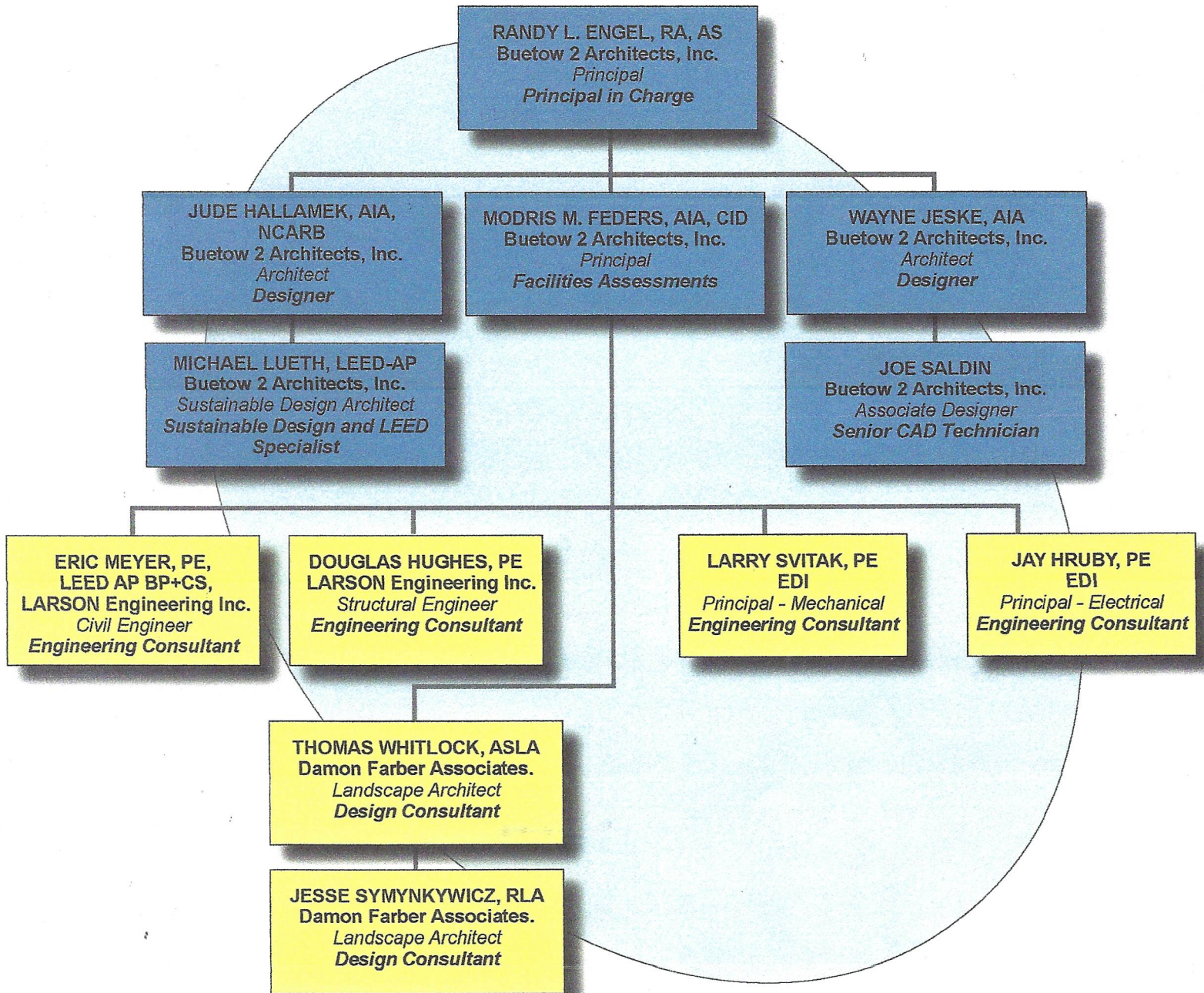
BUETOW 2 ARCHITECTS, INC.


Randy L. Engel, RA, AS
Principal


Modris M. Feders, AIA, CID
Principal

BII BUETOW 2 ARCHITECTS, INC.

City of Lake Elmo, Minnesota Request For Proposals Building Fit/Test Analysis



Project Team Leaders



Project Team

Architect

2905 Dean Parkway
Suite C
Minneapolis, MN 55416
Voice1: (612) 455-2626
Voice2: (612) 455-2627
randy.engel@buetowarchitects.com
mod.feders@buetow2architects.com

Landscape Architect

401 Second Avenue North Suite 410
Minneapolis, MN 55401
Voice: (507) 332-7522
twhitlock@damonfarber.com
jsymynkywicz@damonfarber.com

Civil Engineer & Structural Engineer

3524 LaBore Road
White Bear Lake, MN 55110
Voice: (651) 481-9120
Fax: (651) 481-9210
emeyer@larsonengr.com
dhughes@larsonengr.com

Mechanical & Electrical Engineers

1112 North Fifth Street
Minneapolis, MN 55411
Voice: (612) 343-5965
Fax: (612) 343-5982
lsvitak@edilimited.com
jhruby@edilimited.com

Buetow 2 Architects, Inc. (6 Staff Members)

- Randy L. Engel, RA, AS Principal in Charge
- Modris M. Feders, AIA, CID Facilities Assessments
- Jude Hallamek, AIA, NCARB Project Designer
- Wayne Jeske, AIA Project Designer
- Michael Lueth, LEED AP Sustainability Design Specialist
- Joe Saldin, Senior CADD Technician

Randy Engel will be our Firm's contact with the City.

Randy will oversee the entire project.

Modris will develop the Study approach, process, schedule, site and building layout concept and will prepare the Study.

Wayne and Jude will prepare a Conceptual Site and Building Layout for this Study.

Michael will provide LEED and Sustainability guidance.

Joe will supervise preparation of Drawings.

Damon Farber Associates (13 Staff Members)

- Thomas Whitlock, ASLA, President
 - Jesse Symynkywicz, ASLA, Landscape Architect
- Tom and Jesse will provide a Landscape Architectural layout recommendation.*

Larson Engineering, Inc. (57 Staff Members in MN Office)

- Eric Meyer, PE, LEED AP BD+C, Civil Engineer
 - Douglas Hughes, PE Dept. Manager, Structural Engineer
- Eric will review existing conditions, will advise regarding the application of: grading, drainage, utilities and pavements for a Conceptual Layout.*
- Douglas will provide a Structural Engineering concept and recommendation for a Conceptual Layout.*

EDI (10 Staff Members)

- Larry Svitak, PE, Principal-Mechanical
 - Jay Hruby, PE, Principal-Electrical
- Larry will provide a Mechanical Engineering concept and recommendation for a Conceptual Layout.*
- Jay will provide an Electrical Engineering concept and recommendation for a Conceptual Layout.*



Facility Evaluations Prepared in the Last Five Years

- 1. ST. CLOUD PUBLIC WORKS SPACE NEEDS STUDY** **2017**
St. Cloud, MN
150,000 S.F. Building Addition and Remod. Options \$7,300,000 (construction cost estimate projection in Study)
Principal in Charge: Modris Feders
Contact: **Steven R. Lawrence, Public Works Assistant Director**
(Former Public Works Assistant Director of Brooklyn Park)
City of St. Cloud
1200 15th Avenue SE
St. Cloud, MN 56304
(320) 650-2915
Steven.Lawrence@ci.stcloud.mn.us

- 2. MENDOTA HEIGHTS FIRE STATION FEASIBILITY STUDY** **2015**
Mendota Heights, MN
3,500 S.F. Renovation Options \$7,200,000 (construction cost estimate projection in Study)
10,600 S.F. Addition Options **Principals in Charge: Randy Engel and Modris Feders**
Contact: **John Maczko, Fire Chief**
City of Mendota Heights
2121 Dodd Road
Mendota Heights, MN 55120
(651) 255-1371
johnm@mendota-heights.com

- 3. OSSEO POLICE FACILITY SPACE NEEDS STUDY** **2014**
Osseo, MN
5,123 S.F. Addition and Remodeling Options \$900,000 (construction cost estimate projection in Study)
Principals in Charge: Randy Engel and Modris Feders
Contact: **Doug Reeder, Interim Administrator**
City of Wayzata
(Former, City Administrator of Osseo)
600 Rice Street East
Wayzata, MN 55391
(952) 404-5300
dreeder@ci.wayzata.mn.us

- 4. LAKE JOHANNA FIRE STATIONS FACILITY SPACE NEEDS STUDY** **2013**
Shoreview, MN
4,500 S.F. Additions and Remodeling Options \$500,000 (construction cost estimate projection in Study)
Principal in Charge: Modris Feders
Contact: **Tim Boehlke, Fire Chief**
City of Shoreview/Lake Johanna Fire Department
5545 North Lexington Avenue
Shoreview, MN 55126
(651) 481-7026
tboehlke@lffd.org

(continued)



Facility Evaluations Prepared in the Last Five Years

5. **BROOKLYN PARK CITY HALL SPACE NEEDS STUDY** 2012
Brooklyn Park, MN
40,000 S.F. Additions and Remodeling Options \$2,100,000 (construction cost estimate projection in Study)
Principal in Charge: **Modris Feders**
Contact: **Steven R. Lawrence, Public Works Assistant Director**
(Former Public Works Assistant Director of Brooklyn Park)
City of St. Cloud
1200 15th Avenue SE
St. Cloud, MN 56304
(320) 650-2915
Steven.Lawrence@ci.stcloud.mn.us
6. **STILLWATER FIRE STATION SPACE FEASIBILITY AND PROGRAMMING STUDY** 2011
Stillwater, MN
27,420 S.F. New Building Options \$6,450,000 (construction cost estimate projection in Study)
Principals in Charge: **Randy Engel**
Contact: **Stuart Glaser, Fire Chief**
216 North Fourth Street
Stillwater, MN 55082
(651) 351-4970
sglaser@ci.stillwater.mn.us
7. **BURNSVILLE FIRE STATION FACILITY EVALUATION STUDY** 2011
Burnsville, MN
4,000 S.F. Renovation Options \$520,000 (construction cost estimate projection in Study)
4,760 S.F. Addition Options Principal in Charge: **Modris Feders**
Contact: **Dan Hove, Former Fire Chief**
100 Civic Center Parkway
Burnsville, MN 55337
(952) 895-4572
8. **BAYPORT FACILITIES SPACE NEEDS AND SITE LOCATION STUDY** 2011
Bayport, MN
20,000 S.F. New Building Options \$5,000,000 (construction cost estimate projection in Study)
Principal in Charge: **Randy Engel**
Contact: **Mitch Berg, Former City Administrator**
294 North Third Street
Bayport, MN 55003
(651) 275-4404
Mike Bell, Former Fire Chief
294 North Third Street
Bayport, MN 55003
(651) 275-4401

(continued)



Facility Evaluations Prepared in the Last Five Years

9. **WORTHINGTON FIRE STATION AND AMBULANCE FACILITY SPACE NEEDS, FACILITY EVALUATION AND SITE SELECTION STUDY** **2011**
Worthington, MN
25,000 S.F. New Building Options \$5,000,000 (construction cost estimate projection in Study)
Principal in Charge: Randy Engel
- Contact: **Craig Clark, City Administrator**
(Former City Administrator of Worthington)
500 4th Avenue Northeast
Austin, MN 55912
(507) 372-8622
Rick VonHoldt, Fire Chief
303 Ninth Street
Worthington, MN 56187
(507) 360-7240



Client References

Eric Johnson, AICP

City Administrator
City of Oak Park Heights
14168 Oak Park Boulevard North
Oak Park Heights, MN 55082
(651) 439-4439
eajohnson@cityofoakparkheights.com
City of Oak Park Heights Facilities and Space Needs Study (2008)
Oak Park Heights City Hall (2010)

Walt Fehst

City Administrator
590 40th Avenue Northeast
Columbia Heights, MN 55421
(763) 706-3600
walt.fehst@ci.columbia-heights.mn.us
Columbia Heights Public Safety Space Needs Study and Feasibility Study (2007)
Columbia Heights Public Safety Center (2008)

Gary Gorman

Fire Chief
City of Columbia Heights
825 41st Avenue Northeast
Columbia Heights, MN 55421
(763) 706-8152
ggorman@columbiaheightsmn.gov
Columbia Heights Public Safety Space Needs Study and Feasibility Study (2007)
Columbia Heights Public Safety Center (2008)

Steven R. Lawrence

(Formerly Public Works Assistant Director of Brooklyn Park Public Works Department)
Public Works Assistant Director
City of St. Cloud
1200 15th Avenue SE
St. Cloud, MN 56304
(320) 650-2915
Steven.Lawrence@ci.stcloud.mn.us
City of St. Cloud: Public Works Space Needs Study (2016)
City of Brooklyn Park: Central Fire Station Addition & Remodeling (2004), City Hall Space Study (2006), City Hall Building Renovation (2007), Public Works Maintenance Facility (2009) and City Hall Police Facility Study (2011)

Stuart Glaser

Fire Chief
City of Stillwater
216 North Fourth Street
Stillwater, MN 55082
(651) 351-4970
sglaser@ci.stillwater.mn.us
Stillwater Fire Station Space Feasibility and Programming Study (2011)
Stillwater Fire Stations (2015)

Doug Reeder

(Formerly, City Administrators of South St. Paul, Osseo and Brooklyn Park)
City of Wayzata
600 Rice Street East
Wayzata, MN 55391
(952) 404-5300
dreeder@ci.wayzata.mn.us
Osseo Police Facility Space Study (2014)
City of Osseo Police Facility (2015)

Tim Boehlke

Fire Chief
City of Shoreview/Lake Johanna Fire Department
5545 North Lexington Avenue
Shoreview, MN 55126
(651) 481-7026
tboehlke@ljfd.org
Lake Johanna Fire Stations Facility Space Needs Study
Lake Johanna Fire Station No.3 Remodeling and Fire Station No.4 Addition and Remodeling (2013)

Jim Dreelan

Fire Chief
City of Mendota Heights
2121 Dodd Road
Mendota Heights, MN 55120
(651) 406-4775
daved@mendota-heights.com
Mendota Heights Fire Station Feasibility Study (2015)

John Maczko

Former Fire Chief
(651) 485-2271

Craig Clark

(Formerly City Administrator of Worthington)
City Administrator
City of Austin
500 4th Avenue Northeast
Austin, MN 55912
(507) 437-9940
cclark@ci.austin.mn.us
Worthington Fire Facility and Space Study (2011)
Worthington Fire Station (2012)



Work Plan and Timeline

List of Planned Achievements	Required Tasks
<p>1. Identify Existing Sites and Building and Issue Draft Report</p> <ul style="list-style-type: none"> • <u>Project Team</u> kick-off meeting and site visit. • Organize Project Team consisting of Owner's Representative(s), Architect and Architect's Consultants. • Develop Project Approach. • Review City Document (including Space Program): Municipal Building Space Needs Assessment (December 7, 2017). • Apply Space needs: 10,000 SF City Hall including 1,544 SF City Council Chambers plus 21,600 SF Fire Station. • Review available data regarding existing Site and Building located at 3880 Laverne Avenue North and adjacent site located at 39th Street and Laverne Avenue North. • Visit Site and Building at 3880 Laverne Avenue North and at 39th Street and Laverne Avenue North. • Develop general planning standards that address zoning, commercial traffic flow, vehicular access, traffic quantities, land area, zoning issues, visibility, security, utilities, grade issues, safety, security and future expansion. • Prepare <u>Draft Report</u> that includes evaluations of Sites and Building. • Review, evaluate and present <u>Draft Report</u> to Project Team and acquire Project Team Approval. • Present <u>Draft Report</u> to City Council and acquire City Council Approval. 	<p>Start February 2018</p> <ul style="list-style-type: none"> • Project Team Meeting • Visit to Existing Sites and Building • Review Owner's Documents including Space Program • Develop Site and Building Evaluation Standards • Evaluate Existing Sites and Building • Prepare Draft Report • Present Draft Report • Acquire City Council Approval <p>End February 2018</p>
<p>2. Prepare Conceptual Layout, Systems and Cost Estimate</p> <ul style="list-style-type: none"> • Present site and building layouts and acquire team input. • Work with Project Team to confirm cost estimates and project budget. • Introduce and study applications of Conceptual Site layout. • Introduce and study applications of Conceptual Landscape layout. • Apply Sustainable Design concepts to Sites and to Building. • Study applications of Conceptual Mechanical and Electrical Systems. • Introduce and study applications of Conceptual Structural System. • Seek options and alternate solutions within developed concepts in search for best practices and highest value conceptual solutions. • Prepare Conceptual Sites and Building Cost Estimate. • Review, evaluate and present recommendations to Project Team and acquire Project Team Approval. 	<p>Start February 2018</p> <ul style="list-style-type: none"> • Project Team Meeting • Prepare Building Conceptual Layouts • Apply Conceptual Layouts to Sites • Prepare Project Cost Estimate • Prepare Sites' Recommendations • Present Sites' Recommendations <p>End March 2018</p>
<p>3. Issue Final Report</p> <ul style="list-style-type: none"> • Prepare <u>Final Report</u>. • Present <u>Final Report</u> to Project Team and acquire Project Team Approval. • Present <u>Final Report</u> to City Council and acquire City Council Approval. 	<p>Start Mid-March 2018</p> <ul style="list-style-type: none"> • Prepare Final Report • Present Final Report • Acquire City Council Approval <p>Finish Mid-March 2018</p>



Professional Services Fee

The Project Scope of Services and Timeline are described elsewhere in this Proposal under **Work Plan and Timeline**.

Buetow 2 Architects, Inc. proposes to provide the Professional Services listed in this Proposal for the following competitive Professional Services Fee:

Professional Services Fee	\$4,900.00
Reimbursable Expenses	(included)
(includes mileage, draft document photocopying and printing, drawing plots, postage, messengers, delivery services and printing of a draft set and a final set of the Building Fit/Test Analysis Report)	
Printing of Final Set of Building Fit/Test Analysis Report	(Cost is included)
Total Maximum Professional Services Fee (not-to-exceed)	\$4,900.00

Notes:

The City of Lake Elmo will find that the compensation quoted above is a remarkable value and it will not be able to find a better or more qualified firm for this professional services project.

We, as Principals of Buetow 2 Architects, Inc., have prepared 20 visionary and well-received Municipal Facility Assessment and Space Needs Studies in the last 15 years and 9 such Studies in only the last 5 years.

With that understanding, we believe that the City of Lake Elmo will find that Professional Services Fee is still competitive with other proposing firms who would not be able to provide our thorough and highly-experienced level of professional services.



STAFF REPORT

DATE: February 7, 2018
CONSENT #8

AGENDA ITEM: Old Village Phase 3 Street, Drainage, and Utility Improvements - Change Order No. 4

SUBMITTED BY: Jack Griffin, City Engineer
REVIEWED BY: Kristina Handt, City Administrator
Rob Weldon, Public Works Director
Chad Isakson, Project Engineer

ISSUE BEFORE COUNCIL: Should the City Council approve Change Order No. 4 for the Old Village Phase 3 Street, Drainage, and Utility Improvements?

BACKGROUND: Douglas-Kerr Underground, LLC was awarded a construction contract to complete the Old Village Phase 3 Street, Drainage, and Utility Improvements on May 16, 2017.

PROPOSAL DETAILS/ANALYSIS: Douglas-Kerr Underground, LLC has submitted a change order to address additional work completed for the following items:

1. Revise storm sewer pipe size on 31st Street. Increased pipe capacity is required as part of the stormwater treatment basin elimination, per the Valley Branch Watershed District permit.
2. Remove and dispose of a concrete pillar monument from 3200 Lake Elmo Avenue as ordered by Washington County for work related to the Old Village Phase 2 project. Washington County will reimburse Lake Elmo for the work through a credit on the Phase 2 project invoice.
3. Raise a City owned sanitary sewer manhole on Lake Elmo Elementary School property by adding a barrel section to match the elevation with the final grading in the playground area.

FISCAL IMPACT: This change order will increase the contract in the amount of \$5,386.40 bringing the revised construction contract to \$1,583,940.42. With this change order the project remains within the authorized project budget and contingencies.

RECOMMENDATION: Staff is recommending that the City Council approve, *as part of the Consent Agenda*, Change Order No. 4 for the Old Village Phase 3 Street, Drainage, and Utility Improvements. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to approve Change Order No. 4 for the Old Village Phase 3 Street, Drainage, and Utility Improvements, thereby increasing the contract amount by \$5,386.40”.

ATTACHMENTS:

1. Change Order No. 4.

CONTRACT CHANGE ORDER FORM

CITY OF LAKE ELMO, MINNESOTA OLD VILLAGE PHASE 3 IMPROVEMENTS PROJECT NO. 2016.133	FOCUS ENGINEERING, inc.
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CHANGE ORDER NO. 4 **DATE:** January 26, 2018

TO: Douglas-Kerr Underground, LLC, 2142 330th Ave, Mora, MN 55051

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

CHANGE ORDER DESCRIPTION / JUSTIFICATION:

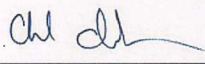
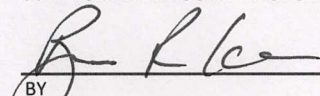
This change order is being processed to address additional work completed by the contractor for the following items: 1) revise storm sewer pipe size on 31st Street to respond to the elimination of the stormwater treatment basin per Valley Branch Watershed District permit 2) removal and disposal of a concrete pillar monument from 3200 Lake Elmo Avenue as ordered by Washington County and credited to the City as a part of Old Village Phase 2 and 3) raise a City owned sanitary sewer manhole on Lake Elmo Elementary school property by adding a barrel section to match the elevation with final grade. The work has been completed at direction of the City.

Attachments (list documents supporting change): ITEMIZATION

ITEM	DESCRIPTION OF PAY ITEM	UNIT	QTY	UNITE PRICE	INCREASE/(DECREASE)
	**SEE ATTACHED ITEMIZATION				\$5,386.40
NET CONTRACT CHANGE					\$5,386.40

Amount of Original Contract	\$ 1,576,039.15
Sum of Additions/Deductions approved to date (CO Nos. 1,2,3)	\$ 2,514.87
Contract Amount to date	\$ 1,578,554.02
Amount of this Change Order (ADD) (DEDUCT) (NO CHANGE)	\$ 5,386.40
Revised Contract Amount	\$ 1,583,940.42

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

APPROVED BY ENGINEER: FOCUS ENGINEERING  _____ ENGINEER <u>1/26/2018</u> _____ DATE	APPROVED BY CONTRACTOR  _____ BY <u>1/27/18</u> _____ DATE
APPROVED BY OWNER: CITY OF LAKE ELMO, MINNESOTA _____ BY _____ DATE	_____ BY _____ DATE

CHANGE ORDER NO. 4

OLD VILLAGE PHASE 3 IMPROVEMENTS
CITY OF LAKE ELMO, MINNESOTA
PROJECT NO. 2016.133

FOCUS ENGINEERING, inc.

ITEM	DESCRIPTION OF PAY ITEM	UNIT	CHANGE ORDER			DESCRIPTION / JUSTIFICATION
			QUANTITY	UNIT PRICE	AMOUNT	
CO4-1	24" RC PIPE	LF	112.0	\$43.35	\$4,855.20	ELIMINATION OF THE STORMWATER TREATMENT BASIN ON 31ST STREET RESULTED PIPE SIZE CHANGES TO BE IN COMPLIANCE WITH VALLEY BRANCH WATERSHED DISTRICT PERMIT REQUIREMENTS.
CO4-2	24" RC PIPE APRON W/ TRASH GUARD	EACH	1.0	\$1,740.05	\$1,740.05	
CO4-3	REMOVE 21" RC PIPE SEWER, DES, 3006 CL III	LF	-61.0	\$37.85	-\$2,308.85	
CO4-4	REMOVE 21" RC PIPE APRON W/TRASH GUARD	EACH	-1.0	\$1,470.00	-\$1,470.00	
CO4-5	DISPOSE OF CONCRETE PILLAR MONUMENT	EACH	1.0	\$450.00	\$450.00	REMOVE EXISTING PILLAR AT REQUEST OF WASHINGTON COUNTY. COUNTY COMPENSATED FOR WORK ON OLD VILLAGE PHASE 2 INVOICING
CO4-6	ADD BARREL SECTION TO SANITARY SEWER MANHOLE	LS	1.0	\$2,120.00	\$2,120.00	THE CITY SANITARY SEWER MANHOLE ON LAKE ELMO ELEMENTARY SCHOOL NEEDED TO BE RAISED AFTER FINAL GRADING WAS COMPLETED.

TOTALS - CHANGE ORDER NO. 4

\$5,386.40



STAFF REPORT

DATE: February 7, 2018
CONSENT #9

AGENDA ITEM: Old Village Phase 3: Street, Drainage and Utility Improvements – Pay Request No. 6

SUBMITTED BY: Chad Isakson, Project Engineer

REVIEWED BY: Kristina Handt, City Administrator
Jack Griffin, City Engineer

ISSUE BEFORE COUNCIL: Should the City Council approve Pay Request No. 6 for the Old Village Phase 3: Street, Drainage and Utility Improvements?

BACKGROUND: Douglas-Kerr Underground, LLC was awarded a construction contract on May 16, 2017 to complete the Old Village Phase 3: Street, Drainage and Utility Improvements.

PROPOSAL DETAILS/ANALYSIS: Douglas-Kerr Underground, LLC, has submitted Partial Pay Request No. 6 in the amount of \$84,294.63. The request has been reviewed and payment is recommended in the amount requested. In accordance with the contract documents, the City has retained 5% of the total work completed. The amount retained is \$73,382.98.

FISCAL IMPACT: None. Partial payment is proposed in accordance with the Contract for the project. Payment remains within the authorized scope and budget.

RECOMMENDATION: Staff is recommending that the City Council approve, *as part of the Consent Agenda*, Pay Request No. 6 for the Old Village Phase 3: Street, Drainage and Utility Improvements project. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to approve Pay Request No. 6 to Douglas-Kerr Underground, LLC in the amount of \$84,294.63 for the Old Village Phase 3: Street, Drainage and Utility Improvements project”.

ATTACHMENTS:

1. Partial Pay Estimate No. 6.

PROJECT PAY FORM

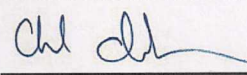
PARTIAL PAY ESTIMATE NO. <u>6</u>	FOCUS ENGINEERING, inc.
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OLD VILLAGE PHASE 3 IMPROVEMENTS PROJECT NO. 2016.133	PERIOD OF ESTIMATE FROM <u>11/1/2017</u> TO <u>1/26/2018</u>
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PROJECT OWNER: CITY OF LAKE ELMO 3800 LAVERNE AVENUE NORTH LAKE ELMO, MN 55042 ATTN: JACK GRIFFIN, CITY ENGINEER	CONTRACTOR: DOUGLAS-KERR UNDERGROUND, LLC 2142 330TH AVE MORA, MN 55051 ATTN: DENNY DOUGLAS
---	--

CONTRACT CHANGE ORDER SUMMARY				PAY ESTIMATE SUMMARY	
No.	Approval Date	Amount			
		Additions	Deductions		
1	7/5/2017		\$16,586.70	1. Original Contract Amount	\$1,576,039.15
2	9/5/2017	\$10,085.50		2. Net Change Order Sum	\$2,514.87
3	10/17/2017	\$9,016.07		3. Revised Contract (1+2)	\$1,578,554.02
				4. *Work Completed	\$1,467,659.55
				5. *Stored Materials	\$0.00
				6. Subtotal (4+5)	\$1,467,659.55
				7. Retainage* <u>5.0%</u>	\$73,382.98
				8. Previous Payments	\$1,309,981.94
TOTALS		\$19,101.57	\$16,586.70	9. Amount Due (6-7-8)	\$84,294.63
NET CHANGE		\$2,514.87		*Detailed Breakdown Attached	

CONTRACT TIME					
START DATE:	<u>5/16/2017</u>	ORIGINAL DAYS	<u>410</u>	ON SCHEDULE	
SUBSTANTIAL COMPLETION:	<u>10/20/2017</u>	REVISED DAYS	<u>0</u>	YES	<input checked="" type="checkbox"/>
FINAL COMPLETION:	<u>6/30/2018</u>	REMAINING	<u>155</u>	NO	<input type="checkbox"/>

ENGINEER'S CERTIFICATION: The undersigned certifies that the work has been reviewed and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.	FOCUS ENGINEERING, Inc.  _____ ENGINEER <u>1/26/2017</u> _____ DATE
--	---

CONTRACTOR'S CERTIFICATION: The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due.	CONTRACTOR  BY _____ <u>1/27/18</u> _____ DATE
--	---

APPROVED BY OWNER: CITY OF LAKE ELMO, MINNESOTA	
_____ BY	_____ BY
_____ DATE	_____ DATE

OLD VILLAGE PHASE 3 IMPROVEMENTS
CITY OF LAKE ELMO, MINNESOTA
PROJECT NO. 2016.133

ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT			THIS PERIOD		TOTAL TO DATE	
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
DIVISION 1									
1	Mobilization	LS	1	\$58,045.95	\$58,045.95	0.00	\$0.00	0.75	\$43,534.46
2	Clearing & Grubbing	ACRE	1.15	\$6,000.00	\$6,900.00	0.00	\$0.00	1.20	\$7,200.00
3	Clearing & Grubbing	TREE	42	\$200.00	\$8,400.00	0.00	\$0.00	43.00	\$8,600.00
4	Remove Water Main Pipe	LF	2884	\$1.20	\$3,460.80	228.00	\$273.60	2,780.00	\$3,336.00
5	Remove Sewer Pipe (Storm)	LF	144	\$11.45	\$1,648.80	0.00	\$0.00	101.00	\$1,156.45
6	Remove Concrete Curb & Gutter	LF	440	\$3.00	\$1,320.00	33.00	\$99.00	378.00	\$1,134.00
7	Remove Backstop Fence	EACH	1	\$450.00	\$450.00	0.00	\$0.00	1.00	\$450.00
8	Pulverize Bituminous Pavement (P)	SY	10246	\$1.10	\$11,270.60	0.00	\$0.00	10,246.00	\$11,270.60
9	Remove Bituminous Driveway & Parking Lot Pavement	SY	765	\$3.75	\$2,868.75	-269.00	-\$1,008.75	744.80	\$2,793.00
10	Remove Concrete Driveway Pavement	SY	300	\$6.25	\$1,875.00	86.00	\$537.50	491.44	\$3,071.50
11	Remove Catch Basin or Manhole (Storm)	EACH	3	\$260.00	\$780.00	0.00	\$0.00	3.00	\$780.00
12	Remove Gate Valve & Box	EACH	14	\$90.00	\$1,260.00	3.00	\$270.00	7.00	\$630.00
13	Remove Hydrant	EACH	6	\$450.00	\$2,700.00	0.00	\$0.00	6.00	\$2,700.00
14	Sawing Concrete Pavement (Full Depth)	LF	240	\$3.50	\$840.00	-91.00	-\$318.50	157.50	\$551.25
15	Sawing Bit Pavement (Full Depth)	LF	610	\$2.75	\$1,677.50	452.00	\$1,243.00	470.00	\$1,292.50
16	Salvage and Install Fence	LF	200	\$27.00	\$5,400.00	0.00	\$0.00	165.00	\$4,455.00
17	Salvage Retaining Wall	LF	100	\$24.00	\$2,400.00	0.00	\$0.00	90.00	\$2,160.00
18	Salvage Sign (Type C or Street Name Sign)	EACH	8	\$35.00	\$280.00	5.00	\$175.00	8.00	\$280.00
19	Salvage & Install Sign Type C	EACH	5	\$160.00	\$800.00	0.00	\$0.00	5.00	\$800.00
20	Salvage & Install Mailbox Assembly	EACH	26	\$90.00	\$2,340.00	14.00	\$1,260.00	27.50	\$2,475.00
21	Salvage & Install Pavers (Incl. Flagstone Steps & Wall)	SF	200	\$23.00	\$4,600.00	97.00	\$2,231.00	132.00	\$3,036.00
22	Common Excavation (P)	CY	12605	\$10.85	\$136,764.25	0.00	\$0.00	12,605.00	\$136,764.25
23	Infiltration Basin Excavation (EV)	CY	467	\$32.50	\$15,177.50	0.00	\$0.00	0.00	\$0.00
24	Subgrade Correction (EV)(Includes Select Granular Borrow - Mod 5%)	CY	400	\$29.85	\$11,940.00	56.00	\$1,671.60	77.60	\$2,316.36
25	Select Granular Borrow - Mod. 5% (CV)(P)	CY	7764	\$19.00	\$147,516.00	0.00	\$0.00	7,764.00	\$147,516.00
26	Geotextile Fabric, Type V	SY	1000	\$1.50	\$1,500.00	0.00	\$0.00	4,791.30	\$7,186.95
27	Agg. Base, Cl. 6 (CV) (P)	CY	2288	\$31.95	\$73,101.60	54.00	\$1,725.30	2,342.00	\$74,826.90
28	Street Sweeping	HOURL	40	\$150.00	\$6,000.00	31.50	\$4,725.00	52.75	\$7,912.50
29	Bit. Material for Tack Coat	GAL	501	\$1.40	\$701.40	80.00	\$112.00	110.00	\$154.00
30	Type SP 9.5 Wearing Course Mix (2,C) (Parking Lots, Driveways & Bike Trail:	TON	230	\$101.00	\$23,230.00	103.54	\$10,457.54	253.26	\$25,579.26
31	Type SP 9.5 Wearing Course Mix (3,B)	TON	590	\$54.50	\$32,155.00	0.00	\$0.00	0.00	\$0.00
32	Type SP 9.5 Wearing Course Mix (3,C)	TON	315	\$63.00	\$19,845.00	0.00	\$0.00	0.00	\$0.00
33	Type SP 12.5 Wearing Course Mix (3,B)	TON	790	\$48.75	\$38,512.50	789.11	\$38,469.11	789.11	\$38,469.11
34	Type SP 12.5 Wearing Course Mix (3,C)	TON	420	\$56.25	\$23,625.00	0.00	\$0.00	420.85	\$23,672.81
35	Bituminous Wedge Paving	TON	170	\$0.01	\$1.70	121.54	\$1.22	203.91	\$2.04
36	Saw & Seal Joint (40' Intervals)	LF	1400	\$3.25	\$4,550.00	0.00	\$0.00	0.00	\$0.00
37	Pipe Foundation Rock	LF	1600	\$0.01	\$16.00	0.00	\$0.00	0.00	\$0.00
38	15" RC Pipe Apron w/Trash Guard	EACH	1	\$1,024.05	\$1,024.05	0.00	\$0.00	1.00	\$1,024.05
39	18" RC Pipe Apron w/Trash Guard	EACH	1	\$1,095.10	\$1,095.10	0.00	\$0.00	0.00	\$0.00
40	21" RC Pipe Apron w/Trash Guard	EACH	2	\$1,470.00	\$2,940.00	0.00	\$0.00	0.00	\$0.00
41	36" Span RC Pipe-Arch Apron w/Trash Guard	EACH	2	\$2,466.45	\$4,932.90	0.00	\$0.00	2.00	\$4,932.90
42	Infiltration Basin Underdrain System	LF	410	\$0.01	\$4.10	0.00	\$0.00	0.00	\$0.00
43	4" PVC Perf. Edge Drain w/ Backfill & Wrap	LF	1300	\$10.50	\$13,650.00	140.00	\$1,470.00	1,100.00	\$11,550.00
44	DrainTile Cleanout	EACH	20	\$175.00	\$3,500.00	0.00	\$0.00	0.00	\$0.00
45	8" PVC Pipe Sewer (SDR 26)	LF	3236	\$35.10	\$113,583.60	6.00	\$210.60	3,236.00	\$113,583.60
46	12" RC Pipe Sewer, Des 3006 CL V	LF	125	\$36.55	\$4,568.75	0.00	\$0.00	125.00	\$4,568.75
47	15" RC Pipe Sewer, Des 3006 CL V	LF	741	\$32.60	\$24,156.60	0.00	\$0.00	678.00	\$22,102.80
48	18" RC Pipe Sewer, Des 3006 CL V	LF	350	\$30.35	\$10,622.50	3.00	\$91.05	282.00	\$8,558.70
49	21" RC Pipe Sewer, Des 3006 CL III	LF	178	\$37.85	\$6,737.30	1.00	\$37.85	117.00	\$4,428.45
50	36" Span RC Pipe-Arch Sewer CL IIA	LF	101	\$100.90	\$10,190.90	0.00	\$0.00	109.00	\$10,998.10
51	Connect to Existing Sanitary Sewer	EACH	2	\$2,939.55	\$5,879.10	0.00	\$0.00	2.00	\$5,879.10
52	Construct Drainage Structure 2'x3' (w/ Casting)	EACH	7	\$1,580.75	\$11,065.25	0.00	\$0.00	6.00	\$9,484.50
53	Construct Drainage Structure Des. CC - 48" (w/ Casting)	EACH	8	\$2,432.30	\$19,458.40	0.00	\$0.00	10.00	\$24,323.00
54	Construct Drainage Structure Des. CC - 60" (w/ Casting)	EACH	2	\$3,484.05	\$6,968.10	0.00	\$0.00	1.00	\$3,484.05
55	Construct Drainage Structure Des. CC - 72" (w/ Casting)	EACH	1	\$3,940.80	\$3,940.80	0.00	\$0.00	0.00	\$0.00
56	Construct Drainage Structure Des. CC - 84" (w/ Casting)	EACH	1	\$4,945.05	\$4,945.05	0.00	\$0.00	1.00	\$4,945.05
57	8"x4" PVC Wye, SDR 26	EACH	21	\$500.75	\$10,515.75	0.00	\$0.00	21.00	\$10,515.75
58	8"x6" PVC Wye, SDR 26	EACH	9	\$1,004.55	\$9,040.95	0.00	\$0.00	6.00	\$6,027.30
59	6" Clean-Out Assembly (SCH 40)	EACH	4	\$324.60	\$1,298.40	0.00	\$0.00	0.00	\$0.00
60	2" Pressure Cleanout & Curbstop Assembly	EACH	1	\$986.40	\$986.40	0.00	\$0.00	1.00	\$986.40
61	2"x1-1/4" Fused Tee	EACH	4	\$254.20	\$1,016.80	0.00	\$0.00	4.00	\$1,016.80
62	1-1/4" Curb Stop & Box	EACH	5	\$429.50	\$2,147.50	0.00	\$0.00	5.00	\$2,147.50
63	4" PVC Sanitary Service Pipe - Sch40	LF	815	\$11.05	\$9,005.75	0.00	\$0.00	869.00	\$9,602.45
64	6" PVC Sanitary Service Pipe - Sch40	LF	760	\$20.45	\$15,542.00	0.00	\$0.00	340.00	\$6,953.00
65	1-1/4" HDPE Service Pipe	LF	250	\$9.70	\$2,425.00	0.00	\$0.00	254.00	\$2,463.80
66	2" HDPE Pressure Pipe	LF	290	\$14.15	\$4,103.50	7.00	\$99.05	470.00	\$6,650.50
67	Tracer Wire Box - (at property line)	EACH	36	\$167.60	\$6,033.60	0.00	\$0.00	0.00	\$0.00
68	Sanitary Sewer Manhole (10' Deep)	EACH	14	\$3,175.50	\$44,457.00	0.00	\$0.00	15.00	\$47,632.50
69	Sanitary Sewer Manhole Extra Depth	LF	48	\$137.15	\$6,583.20	0.00	\$0.00	49.18	\$6,745.04
70	Sewer Televising	LF	3236	\$1.25	\$4,045.00	3,236.00	\$4,045.00	3,236.00	\$4,045.00
71	2" Rigid Insulation	SY	120	\$14.30	\$1,716.00	0.00	\$0.00	147.09	\$2,103.39
72	Temporary Water Service	LS	1	\$25,028.00	\$25,028.00	0.00	\$0.00	1.00	\$25,028.00
73	1" Corporation Stop	EACH	27	\$279.20	\$7,538.40	0.00	\$0.00	27.00	\$7,538.40
74	2" Corporation Stop	EACH	3	\$726.45	\$2,179.35	0.00	\$0.00	2.00	\$1,452.90
75	1" Curb Stop & Box	EACH	27	\$362.85	\$9,796.95	0.00	\$0.00	27.00	\$9,796.95
76	2" Curb Stop & Box	EACH	3	\$839.00	\$2,517.00	0.00	\$0.00	3.00	\$2,517.00
77	8" x 1-1/4" Saddle Tap	EACH	1	\$390.95	\$390.95	0.00	\$0.00	1.00	\$390.95
78	Connect to Existing Water Main	EACH	3	\$1,025.40	\$3,076.20	0.00	\$0.00	3.00	\$3,076.20

ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT			THIS PERIOD		TOTAL TO DATE	
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
79	Connect to Existing Water Service	EACH	34	\$382.35	\$12,999.90	0.00	\$0.00	32.00	\$12,235.20
80	Hydrant	EACH	8	\$4,199.10	\$33,592.80	0.00	\$0.00	11.00	\$46,190.10
81	6" Gate Valve & Box	EACH	14	\$1,586.10	\$22,205.40	0.00	\$0.00	15.00	\$23,791.50
82	8" Gate Valve & Box	EACH	8	\$2,036.45	\$16,291.60	0.00	\$0.00	8.00	\$16,291.60
83	16" Butterfly Valve & Box	EACH	4	\$3,023.65	\$12,094.60	0.00	\$0.00	4.00	\$12,094.60
84	1" Type K Copper Pipe	LF	1095	\$9.20	\$10,074.00	0.00	\$0.00	1,181.00	\$10,865.20
85	2" Type K Copper Pipe	LF	90	\$22.95	\$2,065.50	0.00	\$0.00	60.00	\$1,377.00
86	6" Water Main DIP - CL 52 (Poly Encased)	LF	394	\$24.45	\$9,633.30	0.00	\$0.00	267.00	\$6,528.15
87	8" Water Main DIP - CL 52 (Poly Encased)	LF	2424	\$32.30	\$78,295.20	0.00	\$0.00	2,441.00	\$78,844.30
88	16" Water Main DIP - CL 52 (Poly Encased)	LF	892	\$60.95	\$54,367.40	0.00	\$0.00	892.00	\$54,367.40
89	Water Main Fittings	LB	3606	\$3.25	\$11,719.50	0.00	\$0.00	3,726.00	\$12,109.50
90	Random Rip-Rap, Class III (includes Geotextile Fabric)	CY	40	\$115.00	\$4,600.00	0.00	\$0.00	33.00	\$3,795.00
91	5" Concrete Walk	SF	5100	\$4.90	\$24,990.00	0.00	\$0.00	5,083.00	\$24,906.70
92	6" Concrete Walk - Pedestrian Ramp	SF	480	\$6.10	\$2,928.00	0.00	\$0.00	709.90	\$4,330.39
93	B612 Concrete Curb & Gutter	LF	365	\$19.00	\$6,935.00	6.00	\$114.00	165.50	\$3,144.50
94	B618 Concrete Curb & Gutter	LF	5525	\$12.25	\$67,681.25	0.00	\$0.00	5,518.00	\$67,595.50
95	6" Concrete Driveway Pavement	SY	300	\$47.75	\$14,325.00	2.00	\$95.50	423.30	\$20,212.58
96	8" Concrete Driveway Pavement	SY	125	\$55.75	\$6,968.75	10.00	\$557.50	118.80	\$6,623.10
97	Truncated Domes	SF	72	\$30.00	\$2,160.00	0.00	\$0.00	92.50	\$2,775.00
98	Traffic Control	LS	1	\$2,300.00	\$2,300.00	0.75	\$1,725.00	0.75	\$1,725.00
99	Sign Panels, Type C	SF	21	\$43.50	\$913.50	0.00	\$0.00	21.00	\$913.50
100	Sign, Type Special (Street Name)	EACH	3	\$495.00	\$1,485.00	0.00	\$0.00	1.00	\$495.00
101	Silt Fence, Preassembled	LF	2400	\$1.25	\$3,000.00	0.00	\$0.00	715.00	\$893.75
102	Storm Drain Inlet Protection	EACH	23	\$125.00	\$2,875.00	0.00	\$0.00	30.00	\$3,750.00
103	Filter Topsoil Borrow (Pulverized) (LV)	CY	125	\$39.50	\$4,937.50	0.00	\$0.00	0.00	\$0.00
104	Common Topsoil Borrow (Pulverized) (LV)	CY	1500	\$24.75	\$37,125.00	741.90	\$18,362.03	920.23	\$22,775.69
105	Sodding, Type Mineral	SY	6300	\$5.25	\$33,075.00	0.00	\$0.00	5,190.00	\$27,247.50
106	Seeding (Seed Mixture Type 25-131)	ACRE	2	\$1,108.00	\$2,216.00	0.00	\$0.00	0.00	\$0.00
107	Seeding (Seed Mixture Type Basin)	ACRE	0.2	\$777.00	\$155.40	0.00	\$0.00	0.00	\$0.00
108	Erosion Control Blanket Category 3N	SY	2400	\$1.35	\$3,240.00	0.00	\$0.00	2,200.00	\$2,970.00
109	Sediment Control Log	LF	800	\$2.10	\$1,680.00	0.00	\$0.00	160.00	\$336.00
110	6" Wide Agg. Lime Walking Trail	LF	700	\$15.50	\$10,850.00	0.00	\$0.00	630.00	\$9,765.00
111	Temporary Rock Construction Entrance	EACH	4	\$1,400.00	\$5,600.00	0.00	\$0.00	0.00	\$0.00
SUBTOTAL - DIVISION 1					\$1,576,039.15		\$88,731.19		\$1,431,607.58

TOTALS - BASE CONTRACT **\$1,576,039.15** **\$88,731.19** **\$1,431,607.58**

CHANGE ORDER NO. 1

CO1-1	REMOVE INFILTRATION BASIN EXCAVATION (EV)	CY	-467.0	\$32.50	-\$15,177.50	0.00	\$0.00	0.0	\$0.00
CO1-2	REMOVE 15" RC PIPE APRON W/TRASH GUARD	EACH	-1.0	\$1,024.05	-\$1,024.05	0.00	\$0.00	0.0	\$0.00
CO1-3	REMOVE 21" RC PIPE APRON W/TRASH GUARD	EACH	-1.0	\$1,470.00	-\$1,470.00	0.00	\$0.00	0.0	\$0.00
CO1-4	REMOVE INFILTRATION BASIN UNDERDRAIN SYSTEM	LF	-410.0	\$0.01	-\$4.10	0.00	\$0.00	0.0	\$0.00
CO1-5	REMOVE FILTER TOPSOIL BORROW (PULVERIZED) (LV)	CY	-125.0	\$39.50	-\$4,937.50	0.00	\$0.00	0.0	\$0.00
CO1-6	8" C900 PIPE SEWER	LF	230.0	\$68.90	\$15,847.00	0.00	\$0.00	236.0	\$16,260.40
CO1-7	8"x6" C900 WYE	EACH	3.0	\$1,299.50	\$3,898.50	0.00	\$0.00	3.0	\$3,898.50
CO1-8	REMOVE 8"x6" PVC WYE, SDR 26	EACH	-3.0	\$1,004.55	-\$3,013.65	0.00	\$0.00	0.0	\$0.00
CO1-9	REMOVE 6" CLEAN-OUT ASSEMBLY (SCH 40)	EACH	-4.0	\$324.60	-\$1,298.40	0.00	\$0.00	0.0	\$0.00
CO1-10	REMOVE 6" PVC SANITARY SERVICE PIPE - SCH 40	LF	-460.0	\$20.45	-\$9,407.00	0.00	\$0.00	0.0	\$0.00
TOTALS - CHANGE ORDER NO. 1					-\$16,586.70		\$0.00		\$20,158.90

CHANGE ORDER NO. 2

CO2-1	BONDED FIBER MATRIX MULCH	AC	2.0	\$3,450.00	\$6,900.00	0.00	\$0.00	1.07	\$3,691.50
CO2-2	REMOVE SHED	LS	1.0	\$650.00	\$650.00	0.00	\$0.00	1.0	\$650.00
CO2-3	MULCH	CY	20.0	\$88.00	\$1,760.00	0.00	\$0.00	20.0	\$1,760.00
CO2-4	BLACK VINYL COATED FENCE	LF	15.0	\$51.70	\$775.50	0.00	\$0.00	15.0	\$775.50
TOTALS - CHANGE ORDER NO. 2					\$10,085.50		\$0.00		\$6,877.00

CHANGE ORDER NO. 3

CO3-1	CONTRACTOR CREW TIME	HR	9.0	\$900.00	\$8,100.00	0.00	\$0.00	9.00	\$8,100.00
CO3-2	SERVICE PIPE MATERIALS	LS	1.0	\$391.15	\$391.15	0.00	\$0.00	1.0	\$391.15
CO3-3	HYDRANT EXTENSION	EA	1.0	\$524.92	\$524.92	0.00	\$0.00	1.0	\$524.92
TOTALS - CHANGE ORDER NO. 3					\$9,016.07		\$0.00		\$9,016.07

TOTALS - REVISED CONTRACT **\$1,578,554.02** **\$88,731.19** **\$1,467,659.55**



STAFF REPORT

DATE: February 7, 2018

CONSENT

ITEM #: 10

AGENDA ITEM: Private Development Projects – Approve Security Reductions for Easton Village 2nd Addition and Easton Village 3rd Addition

SUBMITTED BY: Jack Griffin, City Engineer

REVIEWED BY: Kristina Handt, City Administrator
Emily Becker, Planning Director
Chad Isakson, Assistance City Engineer

ISSUE BEFORE COUNCIL: Should the City Council approve security reductions for the Easton Village 2nd Addition and Easton Village 3rd Addition?

PROPOSAL DETAILS/ANALYSIS: Staff has received and processed requests to reduce the development security in accordance with the various development projects. These requests have been reviewed and the following reductions are being recommended for approval:

	<u>Current Security Amount</u>	<u>Proposed Security Amount</u>
1. Easton Village 2nd Addition:	\$ 702,776	\$371,223
2. Easton Village 3rd Addition:	\$1,104,400	\$627,894

Work within each of these developments have progressed in accordance with the respective development agreement and to the extent necessary to support a reduction in the security as detailed in the attached Security Reduction Worksheets.

FISCAL IMPACT: It is the City's goal to retain at all times during the subdivision improvements a security amount that is adequate to ensure completion of all elements of the improvements as protection to the City tax payers against the potential of developer default. With this reduction, the remaining security amount held by the City remains sufficient to complete the remaining improvements.

RECOMMENDATION: Staff is recommending that the City Council approve, *as part of the Consent Agenda*, the security reductions for the Easton Village 2nd Addition and Easton Village 3rd Addition as detailed in this report and supporting documentation. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to approve security reductions for the Easton Village 2nd Addition and Easton Village 3rd Addition as detailed in the attached Security Reduction Worksheets.”

ATTACHMENTS:

1. Security Reduction Worksheet – Easton Village 2dn Addition.
2. Security Reduction Worksheet – Easton Village 3rd Addition.

EASTON VILLAGE 2ND ADDITION

Time of Performance: October 31, 2017

DEVELOPMENT AGREEMENT AMOUNTS

CATEGORY	CONSTRUCTION	125% REMARKS	REDUCTIONS						
			#1	#2	#3	#4	#5	#6	
Grading	\$238,969	\$298,711.25	\$298,711						
Grading	\$38,286	\$47,858		\$47,858					
Sanitary Sewer	\$54,276	\$67,845		\$50,884					
Watermain	\$60,848	\$76,059		\$57,045					
Storm Sewer	\$54,920	\$68,650		\$34,325					
Streets and Sidewalks	\$226,308	\$282,885		\$141,443					
Trails	\$12,570	\$15,713							
Surface Water Facilities	\$0	\$0 included in Grading Agreement							
Street Lighting	\$48,000	\$60,000 By Xcel Energy							
Street Signs and Traffic Control Signs	\$700	\$875							
Private Utilities (electricity, natural gas, telephone, and cable)									
Landscaping	\$46,008	\$57,510							
Tree Preservation and Restoration	NA	NA included in Grading Agreement							
Wetland Mitigation and Buffers	NA	NA LOC Through VBWD							
Monuments	\$1,900	\$2,375							
Erosion Control	\$15,406	\$19,257 included in Grading Agreement							
Misc.	\$0	\$0 None							
Record Drawings	\$3,000	\$3,750							

TOTALS	\$562,221	\$702,776	RELEASED AMOUNTS:	\$0	\$331,553	\$0	\$0	\$0	\$0
			CUMMULATIVE AMOUNTS:	\$0	\$331,553				
			SECURITY AMOUNT REMAINING:	\$702,776	\$371,223				
			DATE:	10/17/2017	2/7/2018				

EASTON VILLAGE 3RD ADDITION

Time of Performance: October 31, 2017

DEVELOPMENT AGREEMENT AMOUNTS

CATEGORY	CONSTRUCTION	125% REMARKS	REDUCTIONS						
			#1	#2	#3	#4	#5	#6	
Grading	\$196,245	\$245,306	\$245,306						
Sanitary Sewer	\$118,179	\$147,724	\$110,793						
Watermain	\$128,435	\$160,544	\$120,408						
Storm Sewer	\$118,267	\$147,834							
Streets and Sidewalks	\$157,590	\$196,988							
Trails	\$14,600	\$18,250							
Surface Water Facilities	\$0	\$0 included in Grading Agreement							
Street Lighting	\$12,000	\$15,000 By Xcel Energy							
Street Signs and Traffic Control Signs	\$1,850	\$2,313							
Private Utilities (electricity, natural gas, telephone, and cable)									
Landscaping	\$98,573	\$123,216							
Tree Preservation and Restoration	NA	NA included in Grading Agreement							
Wetland Mitigation and Buffers	NA	NA LOC Through VBWD							
Monuments	\$2,800	\$3,500							
Erosion Control	\$29,982	\$37,477 included in Grading Agreement							
Misc.	\$0	\$0 None							
Record Drawings	\$5,000	\$6,250							

TOTALS	\$883,520	\$1,104,400	RELEASED AMOUNTS:	\$476,507	\$0	\$0	\$0	\$0	\$0
			CUMMULATIVE AMOUNTS:	\$476,507					
			SECURITY AMOUNT REMAINING:	\$627,894					
			DATE:	2/7/2018					



STAFF REPORT

DATE: February 6, 2018

CONSENT

ITEM #: 11

AGENDA ITEM: 5th Street North – Resolution Authorizing MnDOT to Perform Speed Zone Study

SUBMITTED BY: Jack Griffin, City Engineer

REVIEWED BY: Kristina Handt, City Administrator
Rob Weldon, Public Works Director
Chad Isakson, Assistant City Engineer

ISSUE BEFORE COUNCIL: Should the City Council request a speed zone study to determine the reasonable and safe speed limit on 5th Street North from Inwood Avenue North (CSAH13) to Keats Avenue North (CSAH19)?

BACKGROUND, PROPOSAL DETAILS/ANALYSIS: 5th Street North from Inwood Avenue (CSAH13) to Manning Avenue (CSAH15), along with Hudson Boulevard, will be the backbone to support the development along the I94 corridor, essentially becoming the primary access in and out of the residential neighborhoods and commercial properties. As such, the construction of 5th Street has adhered to specific design standards established by the City, including Municipal State Aid standards.

The portion of 5th Street North from Inwood Avenue (CSAH13) and Keats Avenue (CSAH19) has been constructed through the various development projects and vehicles may now travel the full length of the road segment. The street was constructed using a 40 mph “design” speed. However, in order to place speed limit signs along this segment of 5th Street, the City must request an engineering and traffic investigation to determine the “posted” speed limit.

Under Minnesota Statute Section 169.14, the authority to determine the safe and reasonable speed (posted speed limit) on a roadway resides with the Commissioner of the Minnesota Department of Transportation (MnDOT). As the local roadway authority, the City must pass a resolution requesting MnDOT to perform this investigation. Once the investigation is complete, the City must post the speed limit based on the study’s conclusions.

FISCAL IMPACT: None. There is no cost to have MnDOT perform the engineering and traffic investigation.

RECOMMENDATION: Staff is recommending that the City Council approve, *as part of the consent agenda*, a request to have the Minnesota Commissioner of Transportation perform an engineering and traffic investigation to determine the reasonable and safe speed limit on 5th Street North. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to approve Resolution No. 2018-015 authorizing the Minnesota Commissioner of Transportation to perform an engineering and traffic investigation to determine the reasonable and safe speed limit on 5th Street North from Inwood Avenue (CSAH13) to Keats Avenue (CSAH19).”

ATTACHMENTS:

1. Resolution Authorizing MnDOT to perform Speed Zone Study.

**CITY OF LAKE ELMO
WASHINGTON COUNTY
STATE OF MINNESOTA**

RESOLUTION NO. 2018-015

**A RESOLUTION AUTHORIZING THE MINNESOTA COMMISSIONER
OF TRANSPORTATION TO PERFORM AN ENGINEERING AND
TRAFFIC INVESTIGATION TO DETERMINE THE REASONABLE AND
SAFE SPEED LIMIT ON 5TH STREET NORTH BETWEEN INWOOD
AVENUE NORTH (CSAH13) AND KEATS AVENUE NORTH (CSAH19)**

WHEREAS, 5th Street North, from Inwood Avenue North to Keats Avenue North, is a newly constructed neighborhood collector street to serve new development, and

WHEREAS, it is in the best interest of all parties to establish a reasonable and safe speed to be posted along this road segment, and

WHEREAS, under Minnesota Statue Section 169.14, the authority to determine the safe and reasonable speed on a roadway resides with the Commissioner of the Minnesota Department of Transportation (MnDOT), and

WHEREAS, the local authority having jurisdiction of the roadway may request such an investigation to be performed.

NOW, THEREFORE, BE IT RESOLVED,

1. That the City Council of the City of Lake Elmo hereby requests the Minnesota Commissioner of Transportation to perform an engineering and traffic investigation to determine the reasonable and safe speed limit on 5th Street North from Inwood Avenue North (CSAH13) to Keats Avenue North (CSAH19).
2. That the City of Lake Elmo agrees to support the conclusions of the study and the implementation of such conclusion.

ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE SIXTH DAY OF FEBRUARY 2018.

CITY OF LAKE ELMO

By: _____
Mike Pearson
Mayor

(Seal)
ATTEST:

Julie Johnson
City Clerk



STAFF REPORT

DATE: February 7, 2018

CONSENT

ITEM #: 12

TO: City Council

FROM: Greg Malmquist, Fire Chief

AGENDA ITEM: DONATION POLICY FOR THE CITY of LAKE ELMO

REVIEWED BY: Kristina Handt, City Administrator

BACKGROUND:

In 2016 a new law went into effect that allows cities to donate surplus property to non-profits. To date the City of Lake Elmo has not had a Donation Policy. The proposed Policy and Donation Form are from an approved template from the League of MN Cities.

ISSUE BEFORE COUNCIL:

Should the Council approve the “City of Lake Elmo, Minnesota, Policy for Donation of Surplus Equipment to a Nonprofit Organization”?

PROPOSAL DETAILS/ANALYSIS:

Before surplus equipment can be donated, a city must adopt a policy on how it will determine what equipment is surplus eligible for donation and how it will determine which nonprofit organizations may receive donations. In addition, the policy must address the obligations of the local government to disclose to the nonprofit that the surplus equipment may be defective and cannot be relied upon for safety purposes.

The policy lays out the procedure for donating and the form to be signed by the non-profit includes a disclaimer so that these provisions of the law are met.

FISCAL IMPACT:

None

OPTIONS:

- 1) Approval Policy
- 2) Do not approve the policy

RECOMMENDATION:

If removed from the consent agenda:

“Motion to approve the City of Lake Elmo, Minnesota, Policy for Donation of Surplus Equipment to a Nonprofit Organization.”

ATTACHMENTS:

- City Lake Elmo, Minnesota, Policy for Donation of Surplus Equipment to a Nonprofit Organization



City of Lake Elmo, Minnesota

Policy for Donation of Surplus Equipment to a Nonprofit Organization

Purpose

The purpose of this Policy is to establish procedures for the Donation of Surplus Equipment by the City to a Nonprofit Organization as required by Minnesota Statute § 471.3459.

Scope

This policy applies to all City departments that generate Surplus Equipment and governs the actions of all City employees and officials.

Definitions

“City” means the City of Lake Elmo, Minnesota.

“City Council” means the governing body of the City.

“Donation” means to contribute, donate or give Surplus Equipment at no cost to a Nonprofit Organization that serves a public purpose and benefits its community as a whole.

“Eligible Organization” means a Nonprofit Organization serving one or more of the following functions: cultural, historical, educational, safety, social services, environmental or economic.

“Fair Market Value” means the price at which property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of all relevant facts.

“Nonprofit Organization” means an organization formed under Section 501(c)(3) of the Internal Revenue Code.

“Policy” means this Policy adopted by the City Council.

“Surplus Equipment” means equipment used by the City’s public works department, and cellular phones and emergency medical and firefighting equipment that is no longer needed by the City because it does not meet industry standards for emergency medical services, police, or fire departments or has minimal or no resale value.

“Surplus Equipment Form” means the form attached as Exhibit I to this Policy that must be filled out by a Nonprofit Organization requesting a Donation of Surplus Equipment.

Procedure

The City shall determine all Surplus Equipment and may offer it for Donation in conformance with the following guidelines:

1. Identify Surplus Equipment. Department supervisors are responsible for monitoring their equipment and shall identify and report all Surplus Equipment to the City Administrator on at least an annual basis.
2. Determine the Fair Market Value of Surplus Equipment. The City Administrator shall work with City staff to determine the Fair Market Value of the Surplus Equipment.
3. City Council Declaration. The City Administrator will forward a list of the Surplus Equipment with each item's Fair Market Value to the City Council who shall approve or deny the Surplus Equipment as eligible for Donation. The City has no obligation to make a Donation of Surplus Equipment. Surplus Equipment that is not donated may be sold, recycled or discarded in the discretion of the City Administrator.
4. Donation. After the City Council has determined the Surplus Equipment is eligible for Donation, the City Administrator is responsible for coordinating the Donation of the Surplus Equipment in accordance with the terms of this Policy.
5. Transfer between Departments. All Surplus Equipment must first be considered for transfer between departments for the benefit of the City.
6. Advertisement. Surplus Equipment shall be posted as eligible for Donation on the City's website. The City may also use other reasonable means to notify Eligible Organizations about the availability of Surplus Equipment. The City shall wait at least 30 days after advertising Surplus Equipment before approving any Donation.
7. Surplus Equipment Form. Eligible Organizations interested in Surplus Equipment shall fill out a Surplus Equipment Form and submit the form to the City Administrator.
8. Approval of Donation. If the Surplus Equipment has a Fair Market Value less than \$500.00, the City Administrator shall approve the Donation to an Eligible Organization, subject to review by the City Council. If the Surplus Equipment has a Fair Market Value greater than \$500.00, the City Council must approve the donation by a majority vote of the City Council.
9. Prioritization of Donations. If more than one Eligible Organizations requests a Donation for the same Surplus Equipment, the City shall consider factors it deems relevant including how the Surplus Equipment will be used, the benefit to the Eligible Organization, the impact on the City, how the Donation will accomplish goals of the City Council, and any previous Donation to the Eligible Organization.
10. Conflict of Interest. All City employees and officials are prohibited from taking possession of any Surplus Equipment on behalf of an Eligible Organization.

11. As Is. A Donation of Surplus Equipment is made “as is” with no warranty, guarantee or representation of any kind, express or implied, as to the condition, utility, or usability of the Surplus Equipment offered. The Surplus Equipment may be defective and cannot be relied upon for safety purposes.

12. Title. The City Administrator shall cause any title or other ownership documents to be transferred to the Eligible Organization at the time of transfer. Any fees required to transfer the Surplus Equipment are the responsibility of the Eligible Organization.

13. Transportation. In the Surplus Equipment Form, the Eligible Organization must provide a detailed plan for transporting the Surplus Equipment from the City to the Eligible Organization. The Eligible Organization must pay all expenses associated with the transportation of the Surplus Equipment.

14. Delegation. The City Administrator may delegate specific responsibilities for implementing this Policy.

15. Documentation. The City Clerk shall document the Donation of all Surplus Equipment and shall keep such records in accordance with the City’s Records Retention Schedule.

16. Review of Policy. The City Administrator is responsible for maintaining and reviewing this Policy. Any changes to this Policy must be approved by the City Council.

Exhibit I
Surplus Equipment Form

Organization Name: _____

Organization Address:

Organization Website: _____

(Attach proof of status as a nonprofit corporation under Section 501(c)(3) of the Internal Revenue Code.)

Organization Purpose: _____

Point of Contact

Name: _____

Address: _____

Email: _____

Phone: _____

City Surplus Equipment of Interest: _____

How will the requested Surplus Equipment benefit your organization?

How do you plan to transport the surplus property from the City to your location?

DISCLAIMER OF WARRANTIES. The City makes no agreement, warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for any particular purpose or use of the Surplus Equipment by the recipient or any other user.

The recipient acknowledges the Surplus Equipment may be defective and that it cannot be relied upon for safety purposes. The recipient has a duty to inspect the Surplus Equipment before it is used for any purpose.

The recipient acknowledges that the City is not a manufacturer of the Surplus Equipment or a dealer therein; that the Surplus Equipment is being provided “as-is” and “with all faults,” it being

agreed and understood that all of the aforementioned risks are to be borne by the recipient or user of the Surplus Equipment.

In no event shall the City be liable for any damages in connection with or arising out of the recipient's or any other person's or entity's use of the Surplus Equipment.

I acknowledge that the Donation of any Surplus Equipment to my organization is subject to the City's Policy for Donation of Surplus Equipment to a Nonprofit Organization.

I have authority to request a Donation from the City and to bind my organization to the terms of this form.

Signature of Applicant _____

Date _____