City of Ramsey
Agenda
City Council Work Session
Tuesday, November 26, 2024
5:30 pm
Lake Itasca Room, 7550 Sunwood Drive NW

Remote Attendance available at www.cityoframsey.com/meetings.
Those joining remotely and requesting to speak are asked to use a webcam when speaking.

1. Call to Order

2. Topics for Discussion

1. Discuss Update on Anoka County Elections JPA
2. Discuss Polling Locations
3. Review Final Draft of Lower Rum River Watershed Management Organization Joint Powers Agreement
4. Finalize Discussions Regarding Proposed Updates to the Personnel Policy
5. Review draft Rental Housing Licensing Inspections Policy

3. Topics for Future Discussion

1. Review Future Topics/Calendar

4. Mayor/Council/Staff Input

5. Adjournment*

***Note: the City Council may motion to recess this Work Session meeting and reconvene after the regular City Council meeting if items on the agenda are not completed.**

CC Work Session

Meeting Date: 11/26/2024

Primary Strategic Plan Initiative: Not Applicable

Information

Title:

Discuss Update on Anoka County Elections JPA

Purpose/Background:

It was originally planned that Tom Hunt, Anoka County Elections Manger, would be in attendance to meet with City Council on the election related cases this Work Session. Staff received notice that the County holds a desire to discuss their own election process internally following feedback from some cities within the county. The county intends to discuss this internally before meeting with cities.

Background: Council briefly discussed the current Anoka County Elections JPA at the September 10, 2024, work session. At that time, it was requested to bring it forward to a future meeting for further discussion. A motion was made at the last meeting on November 12, 2024,*to present the agreement of the use of Manual Pollbooks in the City of Ramsey to Anoka County to begin discussions on crafting a new Pollpad Agreement with the County* . That proposed agreement is the first attachment. Additional items include our current JPA with Anoka County, the Terminated PollPad Agreement and the City Attorney's Opinion.

Pollbook Background Information:

Since the 2018 Pollpad agreement was signed, the City has not incurred any financial impact in regard to the agreement. The City has not had any pollpads break or get damaged. When the City added another precinct in 2022, the County gave the City additional pollpads at no additional cost. While the agreement was in place, the City maintained possession of the pollpads and prepped them before each election. The City returned the pollpads to the county after the pollpad agreement was terminated on November 12, 2024. The current process for county and above elections, is that the county will deliver the pollpads to each precinct until a new agreement is in place that allows the city to store the pollpads at city hall.

Paper Roster Process:

The process to mark early voters off of the roster after the rosters have been printed by the County, and before they get deployed to polling locations, includes stamping the books on Saturday after early voting concluded and continuing on Sunday, which in the past City Hall was not open for early voting. With the 2024 changes, City Hall was open for the two Saturdays before the election and the Sunday before the election. The expanded hours apply to State General elections only. The County then sends an update to the city clerk after early voting concludes on Monday evening and before polls open on Tuesday. The city clerk then calls each polling location with a list of additional voters to mark as AB if they voted on Monday or dropped off an absentee ballot on election day. Paper rosters get printed approximately 19 days before the election. In the 2016 general election, 1,945 residents voted early between the time when rosters are printed for deployment and election day. For the 2024 general election, 5,380 residents voted early between when the rosters were printed and election day. That accounts for a 177% increase from 2016 when paper rosters were last utilized in the City. Based on the direction from the November 12, 2024 City Council meeting, it should be noted that additional election judges will be required in the future to manage necessary updates to the paper rosters following accepted absentee ballots.

Funding Source:

N/A

Recommendation:

N/A

Outcome/Action:

No action, as the county is aware of the formal action by the City Council on November 12, 2024.

Attachments

Supported City Proposed Agreement from 11-12-24

Current Ramsey Elections JPA

Terminated Pollpad Agreement

City Attorney Opinion

Minnesota Statute 201.225

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	11/21/2024 02:38 PM
Brian Hagen	Brian Hagen	11/22/2024 09:40 AM
Form Started By: Kathy Schmitz		Started On: 11/20/2024 11:06 AM
Final Approval Date: 11/22/2024		

AGREEMENT ON THE USE OF MANUAL POLLBOOKS IN THE CITY OF RAMSEY

This AGREEMENT is made between the COUNTY OF ANOKA, a political subdivision of the State of Minnesota (hereinafter, "COUNTY") and the CITY OF RAMSEY, MINNESOTA, a Minnesota Charter City (hereinafter, "CITY") located entirely withing the boundaries of the COUNTY.

RECITALS

The CITY and the COUNTY entered into a certain AGREEMENT, June 18, 2018, providing for the licensure and use of pollbook hardware and software assigned by the COUNTY.

The COUNTY is the entity responsible for the determination of the use of technologies for election purposes in the CITY as a matter of law.

The aforesaid AGREEMENT provides that either party may terminate it upon seven (7) days' notice of termination.

The CITY has provided the notice as required and noted above and the AGREEMENT is terminated.

The CITY and COUNTY are parties to a separate JOINT POWERS AGREEMENT (JPA) dated January 1, 2022, "for the purchase, maintenance and use of election equipment, including conducting elections, by the COUNTY on behalf of the COUNTY" and the CITY.

The JPA may be amended by when made as an Amendment to the JPA in writing "and signed by the parties thereto."

The CITY has determined that it wishes to return to the use of the manual, "paper", pollbooks at all precincts within the CITY as was the case prior to the AGREEMENT as a means of securing greater voter security and privacy.

AGREEMENT

The CITY and COUNTY hereby agree to return to the use of manual or paper pollbooks at all precincts with the CITY for all elections therein conducted after the effective date of this AGREEMENT.

The CITY shall return to the COUNTY all electronic pollbooks in its possession. Any costs incurred by the COUNTY in making the changes back to a manual system within the CITY shall be borne by the CITY in the manner provided by the JPA.

This AGREEMENT is not intended to clarify and not modify in any way the provisions of the JPA, which is intended to remain in full force and effect between the CITY and the COUNTY.

IN WITNESS WHEREOF, the parties hereto have set their hands.

COUNTY OF ANOKA

_____

By_____

Its:_____

Dated:_____

CITY OF RAMSEY

_____

By: _____

Its: _____

Dated: _____

_____

By: Brian Hagen
Its: City Administrator
Dated:

APPROVED AS TO FORM

_____

County Attorney
Dated:_____

_____

Frederic Knaak, City Attorney
Dated: _____

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Anoka County Contract No. C0008996

JOINT POWERS AGREEMENT BETWEEN ANOKA COUNTY AND THE MUNICIPALITIES, TOWNSHIPS AND SCHOOL DISTRICTS IN ANOKA COUNTY TO ALLOCATE COSTS FOR ELECTION EXPENSES

This is a joint Powers Agreement ("JPA") between the County of Anoka ("County") and THE MUNICIPALITIES, TOWNSHIPS AND SCHOOL DISTRICTS IN ANOKA COUNTY ("Governmental Entities") entered into pursuant to Minn. Stat. § 471.59, for the purchase, maintenance and use of election equipment, including conducting elections, by the County on behalf of the County and the Governmental Entities.

Section 1
Term

1. This JPA shall be in effect for a four-year term, beginning January 1, 2022 until December 31, 2025, subject to automatic renewal on January 1 of each subsequent calendar year beginning January 1, 2026.

Section 2
Contract Termination

2. During the initial four-year term, this JPA may only be terminated by written agreement of the County with the affected Governmental Entity. Beginning January 1, 2026, a Governmental Entity's participation in this agreement may be terminated by that Governmental Entity providing written notice to the remaining parties no later than June 1 of any year, effective on January 1 of the following year.

   Upon termination of the agreement, all right, title, and interest in any election equipment purchased by the County under the terms of this agreement for use by the Governmental Entity shall remain with the County. Any Governmental Entity withdrawing from this agreement assumes all costs, responsibilities and liabilities related to the purchase, maintenance and use of voting equipment in the conduct of elections in that jurisdiction. Any amounts of the Governmental Entity's share of the cost of procurement of the Voting Equipment System and their proportional share of any other costs incurred by the County on their behalf that remain unpaid as of the date of termination shall become immediately due and payable by the Governmental Entity to the County.

Section 3
Voting Equipment System Definition

3. For purposes of this agreement, the Anoka County Voting Equipment System means a system in which the voter records votes by means of marking a ballot, so that votes may be counted by automatic tabulating equipment in the polling place where the ballot is cast or at a counting center. An electronic voting system includes automatic tabulating equipment; non-electronic ballot markers; electronic ballot markers, including electronic ballot display, audio ballot reader, and devices by which the voter will register the voter's voting intent; software used to program automatic tabulators and layout ballots; computer programs used to accumulate precinct results; ballots; system documentation; and system testing as well as software used to manage the

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assignment, deployment, chain of custody, and associated logistical operations of said equipment in Anoka County.

Section 4
Applicability

4. This agreement, and the use of the Voting Equipment System defined herein, between the County and the Governmental Entities is applicable for any election at which offices or questions for the following categories are voted on:

Category A: Federal Offices
State Offices or Constitutional Amendments
Judicial Offices
County Offices or Ballot Questions
Soil and Water District Offices or Ballot Questions

Category B: Municipal (Township) Offices or Ballot Questions

Category C: School District Offices or Ballot Questions

Section 5
County Responsibilities

5. Except as otherwise provided in this contract or required by statute or state or federal rule, the County shall be responsible for preparing the specifications for the purchase and maintenance of the Voting Equipment System as defined herein and for the purchase and maintenance of the system, including making all payments and expenditures for capital and on-going operating costs related to the voting equipment system. In addition, for all Category A, B, and C Elections, Anoka County shall:

5.1. Perform voting equipment system programming including ballots, ballot counters, ballot markers, and other components of the voting equipment system used to mark, count, record or report election returns and statistics.

5.2. Perform programming and testing of the State Election Reporting System interface, subject to policies of the State.

5.3. Program and develop a voting equipment testing plan for each election according to statutory requirements.

5.4. Provide ballot design and layout services and arrange for the printing of ballots to be used in the elections.

Section 6
Governmental Entities' Responsibilities

6. Except as otherwise provided in this contract, each individual Governmental Entity shall be responsible for and shall perform all duties and assume all costs associated with the production of test decks, and conduct of pre-election and post-election tests and audits of

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precinct voting equipment for each election and shall utilize county-provided software, as determined necessary by the County, to track the testing, assignment, deployment, chain of custody, and associated logistical operations of said equipment in Anoka County, as follows:

6.1. When Category A and/or B offices or questions appear on the ballot:

6.1.1. The municipality shall be responsible for and assume all costs associated with the production of test decks, and conduct of pre-election and post-election tests and audits of precinct voting equipment for all elections which include a Category A and/or B office or question.

6.1.2. The municipality shall assume all costs required to arrange for the use of polling places in the manner required by the Minnesota election law, for ensuring the physical set up of rooms and furnishings are conducive to the voting process, and for ensuring that all necessary equipment and supplies are delivered to the polling place for use on Election Day.

6.1.3. The municipality shall assume all costs related to picking up ballots, supplies and equipment from the Anoka County Elections and Voter Registration Office in Anoka and other storage locations that may be arranged from time to time, and transporting them to and from the polling place.

6.1.4. The municipality shall assume all costs related to issuing, receiving and processing absentee ballots cast by in-person absentee voters in that municipality including procurement and preparation of physical spaces, equipment, and staff needed to administer the process, and costs for delivery of voted ballots to the Anoka County Central Count Absentee Precinct.

6.1.5. The municipality shall assume all costs related to recruiting, hiring, and paying Election Judges for all hours served including training, testing, election day assignments, and any other work assignments associated with the election.

6.2. When only Category C offices or questions appear on the ballot:

6.2.1. The School District shall be responsible and shall assume all costs associated with the production of test decks and conduct of pre-election and post-election tests and audits of precinct voting equipment for all elections which include only Category C offices or questions.

6.2.2. The school district shall assume all costs required to arrange for the use of polling places in the manner required by law, for ensuring the physical set up of rooms and furnishings are conducive to the voting process, and for ensuring that all necessary equipment and supplies are delivered to the polling place for use on Election Day.

6.2.3. The school district shall assume all costs related to picking up ballots, supplies and equipment from the Anoka County Elections and Voter Registration Office in Anoka and other storage locations that may be arranged from time to time, and transporting them to and from the polling place.

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6.2.4. The school district shall assume all costs related to issuing, receiving and processing absentee ballots cast by in-person absentee voters in the school district including procurement and preparation of physical spaces, equipment, and staff needed to administer the process, and costs for delivery of voted ballots to the Anoka County Central Count Absentee Precinct.

6.2.5. The school district shall assume all costs related to recruiting, hiring, and paying Election Judges for all hours served including training, testing, election day assignments, and any other work assignments associated with the election.

Section 7
Allocation of Election Expenses

7. Except as already specifically provided for herein, the Voting Equipment System procurement, maintenance and support cost shall be divided between the county, its municipalities, and school districts as follows:

7.1. The County shall incur 55% of the actual cost of procurement, operation, and maintenance of the system over the duration of this contract.

7.2. Municipalities located wholly or in part in Anoka County shall, collectively, incur 30% of the actual cost of procurement, operation, and maintenance of the system over the duration of this contract.

7.3. School Districts located wholly or in part in Anoka County shall incur 15% of the actual cost of procurement, operation, and maintenance of the system over the duration of this contract.

7.4. Anoka County shall make all payments and expenditures for capital and on-going operating and maintenance costs related to the system throughout the duration of this contract.

7.5. The annual fee for each jurisdiction shall be established as follows:

7.5.1. Each individual municipality shall pay a fee equal to that percentage of the total Anoka County population residing in that municipality at the time of the most recent census multiplied by the municipal share (30%) of the actual cost of procurement, plus the actual cost of operation and maintenance of the system, as solely determined by the County, calculated annually throughout the duration of the contract

7.5.2. Each individual school district shall pay a fee equal to that percentage of the total Anoka County population residing in that school district at the time of the most recent census multiplied by the school district share (15%) of the actual cost of procurement, plus the actual cost of operation and maintenance of the system, as solely determined by the County, calculated annually throughout the duration of the contract.

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7.5.3. Each Governmental Entity shall be invoiced annually by June 1 for each calendar year of the agreement for the above referenced fees. Said fees shall be due and payable within thirty (30) calendar days of invoicing.

7.5.4. The Governmental Entities hereby agree that they will not reallocate any of the costs incurred herein.

7.6. For each governmental entity, the County shall determine that proportion of the ballot devoted to offices and questions for that entity as a percentage of the total number of column inches on the ballot, and provide an invoice to the governmental entity for that share of the cost of ballot printing, paper and normal delivery charges.

7.7. For each governmental entity, the County shall determine that proportion of the ballot devoted to offices and questions for that entity as a percentage of the total number of column inches on the ballot, and provide an invoice to the governmental entity for that share of the cost of postage for domestic mailed absentee ballots and absentee ballots cast under the Uniformed Overseas Citizens Absentee Voting Act (UOCAVA).

Section 8
Documentation of Election Expenses

8. Documentation of actual expenditures as required by the County is required for the allocation of election expenses pursuant to this agreement. Invoices or billing statements are acceptable documentation for goods or services purchased for vendors.

Section 9
Ownership

9. The Governmental Entities acknowledge that the County owns the Voting Equipment System and that the Governmental Entities are authorized to use said Voting Equipment System for official election related purposes. Use of the Voting Equipment System by the Governmental Entities for any other purpose is strictly prohibited absent express written consent of the County. The Governmental Entities hereby acknowledge and agree that the Voting Equipment System may contain proprietary and trade secret information that is owned by a third party and is protected under federal copyright law or other laws, rules, regulations, and decisions. The Governmental Entities shall protect and maintain the proprietary and trade secret status of the Voting Equipment System in their possession.

Section 10
Handling Of Equipment and Insurance

10. Each municipality shall be responsible for storage of elections equipment assigned by the county to that municipality. Municipalities shall make all necessary elections equipment in its possession available to other entities as directed by the county.

Each Governmental Entity acknowledges that it shall be responsible for the Voting Equipment System while it is in the Governmental Entity's custody. Each Governmental Entity, either through insurance or a self-insurance program, shall be responsible for all costs, fees, damages and expenses including but not limited to personal injury, storage, damage, repair and/or replacement of the Voting Equipment System while it is in the

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Governmental Entity's custody and this contract is in effect unless such costs, fees, damages, and expenses are then currently covered under a manufacturer warranty covering said equipment. The Governmental Entities shall be responsible for, provide coverage for and shall provide proof of general liability and worker's compensating insurance (Hold Harmless Agreement) for all individuals providing services required by this contract. In addition to the foregoing, the Governmental Entities shall, during the term of this contract, maintain, through commercially available insurance or on a self-insured basis, property insurance coverage on all of the voting systems used or intended for use in this agreement to cover all repairs or replacement of the voting equipment if damaged or stolen. The Governmental Entities are responsible for any deductible under their policy.

Section 11
Independent Contractor

11. It is agreed that nothing in this contract is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the parties hereto or as constituting the County or the Governmental Entities as the employee of the other entity for any purpose or in any manner whatsoever. The County is an independent contractor and neither it, its employees, agents, nor its representatives are employees of the Governmental Entities. From any amounts due the County, there shall be no deductions for federal income tax or FICA payments, nor for any state income tax, nor for any other purposes which are associated with an employer-employee relationship unless required by law.

Section 12
Data Practices

12. All data created, collected, received, maintained, or disseminated for any purpose in the course of this contract is governed by the Minnesota Government Data Practices Act, any other applicable statute, or any rules adopted to implement the Act or statute, as well as federal statutes and regulations on data privacy.

Section 13
No Waiver

13. No delay or omission by either party hereto to exercise any right or power occurring upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof unless the same is consented to in writing. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be observed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to, and not in lieu of, any other remedies available to either party at law, in equity, or otherwise.

Section 14
Governing Law

14. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

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Section 15
Entire Agreement

15. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof and hereby rescinds and replace all prior Agreements with the respective Governmental Entities with this Agreement. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.

Section 16
No Assignment

16. Neither party shall assign, sublet, or transfer this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempt to do so shall be void and of no force and effect.

Section 17
No Warranty

17. The Governmental Entities agree that the County is furnishing the Voting Equipment System on an "as is" basis, without representation or any express or implied warranties, other than those provided by any maintenance agreement entered into by the County for the maintenance of the Voting Equipment System, including but not limited to, fitness for particular purpose, merchantability or the accuracy and completeness of the Voting Equipment System.

    The Governmental Entity's exclusive remedy and the County's sole liability for any substantial defect which impairs the use of the Voting Equipment System for the purposes stated herein shall be the right to terminate this agreement.

    The County does not warrant that the Election Voting Equipment System will be error free.

    The County disclaims any other warranties, express or implied, respecting this agreement or the Voting Equipment System.

    In no event shall the County be liable for actual, direct, indirect, special, incidental, consequential damages (even if the County has been advised of the possibility of such damage) or loss of profit, loss of business or any other financial loss or any other damage arising out of performance or failure of performance of this Agreement by the County. Except as otherwise specifically provided for in this agreement, County and the Governmental Entities agree each will be responsible for their own acts and omissions under this Agreement and the results thereof and shall to the extent authorized by law defend, indemnify and hold harmless the other party for such acts. Each party shall not be responsible for the acts, errors or omissions of any other party under the Agreement and the results thereof. The parties' respective liabilities shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable law. This paragraph shall not be construed to bar legal remedies one party may have for the other party's failure to fulfill its obligations under this Agreement. Nothing in this Agreement

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constitutes a waiver by the Governmental Entities or County of any statutory or common law defenses, immunities, or limits on liability.

Section 18
Notice

18. Any notice or demand shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

To the Governmental Entity: To the person and address designated by each Governmental Entity in writing.

To the County: Anoka County Administrator
2100 3rd Avenue, Suite 700
Anoka MN 55303

Copy to: Anoka County Elections Manager
2100 3rd Avenue, Suite 160
Anoka MN 55303

Section 19
Audit Provision

19. Both parties agree that either party, the State Auditor, or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the other party and involve transactions relating to this Agreement. Such materials shall be maintained, and such access and rights shall be in force and effect during the period of the contract and for six (6) years after its termination or cancellation.

Section 20
Survival of Provisions

20. It is expressly understood and agreed that the obligations and warranties of the Governmental Entity and County hereof shall survive the completion of performance and termination or cancellation of this Agreement.

Section 21
Authority

21. The person or persons executing this Joint Powers Agreement on behalf of the Governmental Entity and County represent that they are duly authorized to execute this Joint Powers Agreement on behalf of the Governmental Entity and the County and represent and warrant that this Joint Powers Agreement is a legal, valid and binding obligation and is enforceable in accordance with its terms.

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

COUNTY OF ANOKA

DocuSigned by:
By: Scott Schulte
281D3682572D466...
Scott Schulte, Chair,
Anoka County Board of Commissioners

Dated: 11/23/2021

DocuSigned by:
By: Rhonda Sivarajah
27D3CB52C23646E...
Rhonda Sivarajah,
Anoka County Administrator

Dated: 11/24/2021

APPROVED AS TO FORM:

DocuSigned by:
By: Jason Stover
2DCA3AB3B7E34E1...
Jason Stover
Assistant Anoka County Attorney

Dated: 11/29/2021

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CITY OF RAMSEY

By: _____
Mark E. Kuzma, Its Mayor

Dated: 10-07-2021

By: _____
Colleen Lasher, Its City Clerk

Dated: 10-06-21

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***** SCHOOL DISTRICT *****

By: _____

****, Its Superintendent

Dated: _____

By: _____

***, Its ***

Dated: _____

Agreement No. C0006597

AGREEMENT

THIS AGREEMENT, made by and between the COUNTY OF ANOKA, a political subdivision of the State of Minnesota ("County"), and the CITY OF RAMSEY ("Jurisdiction").

1. TERM OF THE AGREEMENT

This Agreement shall commence on June 18, 2018 and continue until cancelled or terminated in accordance with the provisions of this Agreement.

2. EQUIPMENT LICENSE

During the term of this Agreement and subject to the terms herein, County hereby provides to Jurisdiction and grants Jurisdiction a limited, revocable, non-exclusive, royalty-free license to use the electronic pollbook hardware and software ("Election Equipment") assigned by the County to the Jurisdiction for official election use. Unless County otherwise agrees in writing, said license is restricted to access and use of the Election Equipment by Jurisdiction's employees, contracted personnel and duly authorized election officials performing election duties and responsibilities on behalf of Jurisdiction.

The County hereby delegates authority to the Anoka County Elections Manager to modify the quantity or definition of the Election Equipment assigned to each Jurisdiction and to keep a record of such assignments.

Unless the parties otherwise agree, Jurisdiction shall provide and/or maintain, at Jurisdiction's sole cost and expense, secure wireless and other telecommunications necessary for the operation of the Election Equipment. Further and as necessary, Jurisdiction shall acquire or otherwise provide all subscriptions, accounts or other licenses necessary for the operation of the Election Equipment.

Jurisdiction shall be responsible for implementation of the Election Equipment.

Jurisdiction shall be responsible for storage of elections equipment assigned by the county to that Jurisdiction. Jurisdictions shall make all necessary Elections Equipment in its possession available to other entities as directed by the county.

Unless the parties otherwise agree, County or its designated third-party vendor shall perform all maintenance and repair of the Election Equipment. Jurisdiction shall not repair, change, modify or alter the Election Equipment unless expressly authorized by County or its designee. If any Election Equipment needs repair or maintenance, Jurisdiction shall follow the direction and process provided by County. Jurisdiction

acknowledges and agrees that, as directed by County, (i) Jurisdiction may be required to deliver, at Jurisdiction's sole cost and expense, Election Equipment to County or its designee for maintenance and repair; and (ii) Jurisdiction may be required to provide access to the Election Equipment for inspection, maintenance or repair during Jurisdiction's regular business hours, including but not limited to granting the right to enter into and upon the premises where the Election Equipment is located.

Upon reasonable notice, County shall have the right to enter into and upon the premises where the Election Equipment is located for the purposes of inspecting the Election Equipment or observing its use. On an annual basis, during the term of this Agreement, Jurisdiction shall comply with County's request for verification of Election Equipment inventory.

Jurisdiction shall secure, safeguard and control the Election Equipment, including but not limited to system authentication and passwords, in the same manner that Jurisdiction secures, safeguards and controls its own critical or confidential equipment, systems, software, data, passwords or other information. While the Election Equipment is in Jurisdiction's possession, custody and/or control, Jurisdiction shall exercise best efforts to (i) use and handle the Election Equipment in a manner that avoids damage or harm to the Election Equipment; (ii) use and handle the Election Equipment in accordance with County direction and any third-party specification; and (iii) safeguard and secure the Election Equipment from theft, loss or other damage.

4. OWNERSHIP

County represents and warrants and Jurisdiction acknowledges and agrees that County is duly authorized to grant the license herein exclusively for use by Jurisdiction in its official elections. Pursuant thereto, use of the Election Equipment for any other purpose other than that authorized herein is strictly prohibited absent express written consent of County.

Jurisdiction acknowledges and agrees that the Election Equipment may contain proprietary and trade secret information that is owned by a third party and is protected under state and federal patent, copyright law or other laws, rules, regulations and decisions. Jurisdiction shall protect and maintain the proprietary and trade secret status of the Election Equipment.

4. DISCLAIMER, LIABILITY AND LIMITATION OF LIABILITY

County, by and through its duly authorized vendor, is providing the election equipment on an as-is basis with no support whatsoever. There is no warranty of merchantability, no warranty of fitness for particular use, no warranty of non-infringement, no warranty regarding the use of the information or the results thereof and no other warranty of any kind, express or implied.

Jurisdiction acknowledges and agrees that County does not own or control the data source/system necessary for operation of the election equipment. Without limiting the foregoing, County does not warrant the performance of the election equipment or related communications or connections to any data source/system, that the data source/system will be uninterrupted or error free, that the data is accurate, complete and current or that data defects will be corrected, or that the data source/system is free of harmful code.

In no event shall County be liable for actual, direct, indirect, special, incidental, consequential damages or loss of profit, loss of business or any other financial loss or any other damages even if county has been advised of the possibility of such damage. County's sole liability and Jurisdiction's sole and exclusive remedy for any damages related to this agreement, including but not limited to liability for election equipment nonperformance, errors or omissions, shall be limited to restoring or correcting the election equipment to the extent and degree county is capable of performing the same and as is reasonably possible under the pertinent circumstances.

Subject to the foregoing limitation of liability and to the provisions (below) regarding responsibility for the costs related to lost, stolen, destroyed or damaged Election Equipment, each party shall be responsible for their own acts and omissions and the results thereof to the extent authorized by law. The parties are not agreeing, in any manner whatsoever, to be responsible for the acts or omissions of the other party. As applicable, County's liability is governed by the provisions of Minnesota Statutes. The statutory limits of liability for the parties may not be added together or stacked to increase the maximum amount of liability for either or both parties.

5. ROYALTY FREE LICENSE - OTHER COSTS

Except as expressly set forth below, Jurisdiction shall not pay County any amount for the license granted herein.

Jurisdiction shall be responsible for the cost and expense of Election Equipment delivery from and to a location as directed by County.

Except for routine wear and tear resulting from use in conformance with the terms herein, Jurisdiction shall be responsible for and shall pay all costs, including but not limited to shipping costs, necessary for the repair or replacement of lost, stolen, destroyed or damaged Election Equipment.

Upon expiration or termination of this Agreement for any reason, Jurisdiction shall, at Jurisdiction's sole cost and expense, deliver, or have delivered, the Election Equipment to County or its designee, complete and in good order and working condition, except

with respect to Election Equipment with defects attributable to County's vendor or supplier.

6. HANDLING OF EQUIPMENT AND INSURANCE

Jurisdiction acknowledges that it shall be responsible for the Elections Equipment while it is in the Jurisdictions' custody. Each Jurisdiction, either through insurance or a self-insurance program, shall be responsible for all costs, fees, damages and expenses including but not limited to personal injury, storage, damage, repair and/or replacement of the Election Equipment while it's in the Jurisdiction's custody and this contract is in effect. The Jurisdiction shall be responsible for, provide coverage for and shall provide proof of general liability and worker's compensating insurance (Hold Harmless Agreement) for all individuals providing services required by this contract. In addition to the foregoing, the Jurisdiction shall, during the term of this contract, maintain, through commercially available insurance or on a self-insured basis, property insurance coverage on all of the Election Equipment used or intended for use in this agreement to cover all repairs or replacement of the Election Equipment if damaged or stolen. The Jurisdiction is responsible for any deductible under their policy.

7. TERMINATION

This Agreement may be terminated by either party upon seven (7) day written notice to the other. Termination of this Agreement by either party and for any reason shall not relieve Jurisdiction of any duties or obligations hereunder including but not limited to the obligation to safely and securely return and deliver the Election Equipment as set forth above.

8. DATA PRACTICES

The parties, their officers, agents, owners, partners, employees, volunteers and subcontractors shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13 (MGDPA) and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, which may include the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

9. ADDITIONAL PROVISIONS

The parties shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances currently in force or later enacted including but not limited to the MGDPA, Minnesota Statutes section 16C.05, subd 5 and Minnesota Statutes section 471.425, subd. 4a and, as applicable, COUNTY's Affirmative Action Policy.

No delay or omission by either party hereto to exercise any right or power occurring upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof unless the same is consented to in writing. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be observed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to, and not in lieu of, any other remedies available to either party at law, in equity, or otherwise.

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Except as expressly provided herein, any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.

Jurisdiction shall not assign, sublicense or transfer this Agreement or the rights, duties and obligations herein, either in whole or in part, without the prior written consent of County, and any attempt to do so shall be void and of no force and effect.

It is expressly understood and agreed that the obligations and warranties of Jurisdiction and County hereof shall survive the completion of performance and termination or cancellation of this Agreement.

THE REMAINDER OF THIS PAGE IS BLANK.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

COUNTY OF ANOKA

By: _____

Its: Administrator

Dated: 7-9-18

CITY OF RAMSEY

By: _____

Dated: 6-14-18

APPROVED AS TO FORM

By: _____

Jason J. Stover
Assistant County Attorney

Dated: 7-10-18

NORTH STAR
LAW GROUP

MEMORANDUM:
TO: BRIAN HAGEN
FROM: CITY ATTORNEY
RE: ELECTRONIC POLLBOOK AGREEMENT

Recently, the City Council asked me to review applicable law and the City's obligations with respect to the use of an electronic roster system by the City's election officials in the upcoming election.

As part of my examination, I was given a copy of an Agreement signed by a representative of the City on June 14, 2018, and the Anoka County Administrator on July 9 of that same year dealing with the provision of the necessary Election Equipment by the County to the City and detailing the respective responsibilities and liabilities of the parties.

In addition, I was provided with copies given to council members by a citizen group advocating a return to the use of paper poll books at city and county polling places instead of the electronic devices used since 2018. While it is important to note that there are no known instances of data breaches occurring in the currently utilized system, the bases for the concerns raised have to do with the possible breach of the data systems utilized by the electronic system that would not be possible using a paper-only system. Prior to 2018, the polling books were paper only.

The statute authorizing the use of electronic poll books is Minn.Stat.§201.225. The Statute provides that the chief election official of the County on State elections "may" utilize electronic polling upon application and approval to and by the Secretary of State. The election official can determine whether all or any number of precincts within its jurisdiction shall utilize the electronic system. In the case of Anoka County, all precincts utilize electronic polling books, including those in the City of Ramsey.

While there does not appear to be an express opt-out provision, the language of the statute clearly gives to the election official the discretion to allow any or all of the precincts in that jurisdiction to use that technology. Once the notification is provided to the Secretary of State, it is valid for all subsequent elections "unless revoked by the county, municipality, or school district." Minn.Stat.§201.225, subd. 6

While the context for the revocation of the notification would imply the

revocation would be from the election official of the County, the language of the statute does not limit the action of revocation to the county on its face. It is possible a court could construe that language to allow a city to revoke the use of the electronic system within its own precincts. I cannot predict that outcome if the County were to continue to insist on the use of electronic polling books and would resist the City's efforts.

An additional complicating factor for the purposes of considering this statute in the current election is the requirement that some changes in the number of precincts using the system must be reported no less than 90 days from the election. Further, all polling books must be certified to the Secretary of State as being functional and ready for use no less than 30 days prior to the election.

In reviewing the Equipment License Agreement between Anoka County and the City of Ramsey, it does appear that it may be terminated upon seven days written prior notice by either party to the other. As indicated in that Agreement, that termination "shall not relieve (the City) of any duties or obligations hereunder including but not limited to the obligation to safely and securely return and deliver the Election Equipment as set forth above."

My review of that Agreement leads me to the conclusion that a notice to terminate by the City would not relieve the City of the duty to care for the equipment while it remained in the City's possession and, very possibly, would still allow the County to continue to insist on its continued use by the City during the pending election.

My recommendation and advice is that the City continue to use the electronic polling books and other electronic equipment provided by the County for this election cycle and address the issue of using paper polling books, if it chooses to follow this path in light of the concerns being raised, after the election.

Frederic W. Knaak, Esq.
Ramsey City Attorney
North Star Law Group
1295 Bandana Blvd. N., Suite 335
St. Paul, MN 55108
(651) 330-3046 (Direct)
(612) 804-2914 (Cell)
fknaak@klaw.us

201.225 ELECTRONIC ROSTER AUTHORIZATION.

Subdivision 1. **Authority.** A county, municipality, or school district may use electronic rosters for any election. In a county, municipality, or school district that uses electronic rosters, the head elections official may designate that some or all of the precincts use electronic rosters. An electronic roster must comply with all of the requirements of this section. An electronic roster must include information required in section 201.221, subdivision 3, and any rules adopted pursuant to that section.

Subd. 2. **Technology requirements.** An electronic roster must:

(1) be able to be loaded with a data file that includes voter registration data in a file format prescribed by the secretary of state;

(2) allow for data to be exported in a file format prescribed by the secretary of state;

(3) allow for data to be entered manually or by scanning a Minnesota driver's license or identification card to locate a voter record or populate a voter registration application that would be printed and signed and dated by the voter. The printed registration application can be a printed form, a label printed with voter information to be affixed to a preprinted form, a combination of a form and label, or an electronic record that the voter signs electronically and is printed following its completion at the polling place;

(4) allow an election judge to update data that was populated from a scanned driver's license or identification card;

(5) cue an election judge to ask for and input data that is not populated from a scanned driver's license or identification card that is otherwise required to be collected from the voter or an election judge;

(6) immediately alert the election judge if the voter has provided information that indicates that the voter is not eligible to vote;

(7) immediately alert the election judge if the electronic roster indicates that a voter has already voted in that precinct, the voter's registration status is challenged, or it appears the voter maintains residence in a different precinct;

(8) provide immediate instructions on how to resolve a particular type of challenge when a voter's record is challenged;

(9) provide for a printed voter signature certificate, containing the voter's name, address of residence, date of birth, voter identification number, the oath required by section 204C.10, and a space for the voter's original signature. The printed voter signature certificate can be a printed form, a label printed with the voter's information to be affixed to the oath, or an electronic record that the voter signs electronically and is printed following its completion at the polling place;

(10) contain only preregistered voters within the precinct, and not contain preregistered voter data on voters registered outside of the precinct, unless being utilized for absentee or early voting under chapter 203B or for mail balloting on election day pursuant to section 204B.45, subdivision 2a;

(11) be only networked within the polling location on election day, except for the purpose of updating absentee ballot records;

(12) meet minimum security, reliability, and networking standards established by the Office of the Secretary of State in consultation with the Department of Information Technology Services;

(13) be capable of providing a voter's correct polling place; and

(14) perform any other functions necessary for the efficient and secure administration of the participating election, as determined by the secretary of state.

Electronic rosters used only for election day registration do not need to comply with clauses (1), (8), and (10). Electronic rosters used only for preregistered voter processing do not need to comply with clauses (4) and (5).

Subd. 3. **Minnesota Election Law; other law.** Unless otherwise provided, the provisions of the Minnesota Election Law apply to the use of electronic rosters. Voters participating in the safe at home program must be allowed to vote pursuant to section 5B.06. Nothing in this section shall be construed to amend absentee voting provisions in chapter 203B.

Subd. 4. **Election records retention.** All voter signature certificates and voter registration applications printed from an electronic roster must be retained pursuant to section 204B.40. The electronic rosters must print voter signature certificates and voter registration applications on material that will remain legible through the period prescribed by section 204B.40. Data on election day registrants and voter history must be uploaded to the statewide voter registration system for processing by county auditors.

Subd. 5. **Election day.** (a) Precincts may use electronic rosters for election day registration, to process preregistered voters, or both. The printed election day registration applications must be reviewed when electronic records are processed in the statewide voter registration system. The election judges shall determine the number of ballots to be counted by counting the number of original voter signature certificates or the number of voter receipts.

(b) Each precinct using electronic rosters shall have a paper backup system approved by the secretary of state present at the polling place to use in the event that the election judges are unable to use the electronic roster.

Subd. 6. **Reporting; certification.** (a) A county, municipality, or school district that intends to use electronic rosters in an upcoming election must notify the Office of the Secretary of State at least 90 days before the first election in which the county, municipality, or school district intends to use electronic rosters. The notification must specify whether all precincts will use electronic rosters, and if not, specify which precincts will be using electronic rosters. The notification is valid for all subsequent elections, unless revoked by the county, municipality, or school district. If precincts within a county, municipality, or school district that were not included in the initial notification intend to use electronic rosters, a new notification must be submitted.

(b) The county, municipality, or school district that intends to use electronic rosters must certify to the Office of the Secretary of State at least 30 days before the election that the electronic rosters meet all of the requirements in this section.

History: *2014 c 288 art 1 s 1; 2016 c 158 art 1 s 78; 2021 c 31 art 2 s 16; 2023 c 62 art 4 s 26*

CC Work Session

Meeting Date: 11/26/2024

Primary Strategic Plan Initiative: Not Applicable

Information

Title:

Discuss Polling Locations

Purpose/Background:

Background: The most recent changes to polling locations are as follows: In 2022, the City made two changes. The first was adding a ninth precinct, W3P3, to accommodate the additional congressional district following the statewide redistricting. The second change was moving W3P2 from Fire #1 to the Public Works Facility. Also, many residents had changes to their precincts in 2022 due to redistricting when the lines were adjusted to even out each ward based on the 2020 census. In 2024, two more changes were made. These included moving W4P1 from Fire #2 to Ramsey Elementary. The second change was moving W2P2 from Independent Baptist Church to Fire #1. Polling places were previously discussed at the September 10, 2024, worksession. At that meeting, there was consensus to change the W2P1 polling location from Central Park to St. Katharine's Drexel Church located at 7633 161st Ave NW.

The States recommendation for 2,000 registered voters per polling location has been in place for over a decade and predates changes that have occurred, including no excuse absentee voting and the availability to utilize an electronic roster. The number of voters who cast their vote at their polling location on election day has gone down significantly for four of our precincts and slightly decreased for three precincts since 2012. The one precinct that has increased the number of voters is Ward 1 Precinct 2, that occurred after the redistricting that took effect in 2022. The first attachment shows the comparison from 2012-2024.

Percent of Total Votes Cast That Were Absentee:
2016 General Election - 19.5%
2018 General Election - 20.6%
2020 General Election - 53.7%
2022 General Election - 21.8%
2024 General Election - 43.4%

Changing Precinct Lines:
Ward lines can only be adjusted during redistricting, which takes place every 10 years. The City Council adopted the most recent Redistricting Plan on March 22, 2022. Precinct lines within a Ward can be adjusted, and the process is to submit the changes no later than December 1 in the year prior to the year of the state general election. MS 204B.14

Funding Source:

N/A

Recommendation:

Staff's recommendation is to change the Ward 2 Precinct 1 polling location from Central Park to St. Katharine's Drexel Church located at 7633 161st Ave NW and re-evaluate polling locations before the next Presidential election.

Outcome/Action:

To receive direction from the Council regarding polling locations for 2025.

Attachments

Voters by Precinct 2012 2024
Head Judge Survey
Current Precinct Map
November 5, 2024 General Election Statistics
Minnesota Statute 204B.14

Form Review

Inbox	Reviewed By	Date
Kathy Schmitz (Originator)	Kathy Schmitz	11/20/2024 10:58 AM
Brian Hagen	Brian Hagen	11/21/2024 04:15 PM
Brian Hagen	Brian Hagen	11/22/2024 09:07 AM
Form Started By: Kathy Schmitz		Started On: 11/20/2024 10:51 AM
Final Approval Date: 11/22/2024		

Number of Election Day Voters by City of Ramsey Polling Location

	2024	2020	2016	2012	The difference in the numbers of people voting in-person in 2016 opposed to 2024
RAMSEY W1 P1	1468	1494	2172	2496	**-1,028**
RAMSEY W1 P2	1072	509	647	714	**358**
RAMSEY W2 P1	998	661	1077	1242	**-244**
RAMSEY W2 P2	1480	1356	1928	1998	**-518**
RAMSEY W3 P1	1336	1174	1826	1843	**-507**
RAMSEY W3 P2	373	567	833	998	**-625**
RAMSEY W3 P3	464				
RAMSEY W4 P1	1271	871	1435	1530	**-259**
RAMSEY W4 P2	1148	1006	1404	1526	**-378**

Total Population of Ramsey

2010 = 23,668
2020 = 27,646
Source: U.S. Census Bureau

Redistricting 2022

Voters were split in W3 P1 to created the new W3 P3 polling location.

2010 Population
Ward 1 - 6,091
Ward 2 - 5,821
Ward 3 - 5,817
Ward 4 - 5,939

2020 Population
Ward 1 - 6,275
Ward 2 - 7,007
Ward 3 - 7,902
Ward 4 - 6,462

New Residents (percent growth)
Ward 1 - 184 (3%)
Ward 2 - 1,186 (20%)
Ward 3 - 2,085 (36%)
Ward 4 - 523 (9%)

Question 1

How often was there a wait of more than five minutes for voters to get processed and receive their ballot (excluding new registered voters)?

W1P1 Maybe during the first few hours when it was really busy, but I don't think it was more than 5 minutes for the most part.

W1P2 Just in first 5-10 minutes of opening.

W2P1 No, except when we had a voter that wanted to retrieve her ballot.

W2P2 We don't think many, but maybe 10 times? There was a longer wait to put ballot in the machine than to check in.

W3P1 Don't believe there was one, but once or twice if there was.

W3P2 None

W3P3 None

W4P1 None

W4P2 There was not; the longest wait we had was around 10:30 a.m. and that was 8 minutes-because Stoney River senior residents came to vote, and they were a little slow in moving.

Question 2

Was there ever a wait of more than 10 minutes for voters to get processed and receive their ballot (excluding new registered voters)?

W1P1 No

W1P2 No

W2P1 No, except when we had a voter that wanted to retrieve her ballot.

W2P2 No

W3P1 No

W3P2 No

W3P3 No

W4P1 No

W4P2 No

Question 3

Was there ever a line of more than 20 people (excluding before the polls opened at 7:00 a.m.)?

W1P1 No

W1P2 No

W2P1 Once, when we had a voter that wanted to retrieve her ballot.

W2P2 No

W3P1 No

W3P2 No

W3P3 No

W4P1 No

W4P2 No

Question 4

Was the space adequate to handle the number of voters?

W1P1	We made it work, but bigger would be nice.
W1P2	Yes
W2P1	At times it was crowded but we made it work.
W2P2	Yes
W3P1	Yes
W3P2	Yes
W3P3	Yes
W4P1	Yes
W4P2	Yes

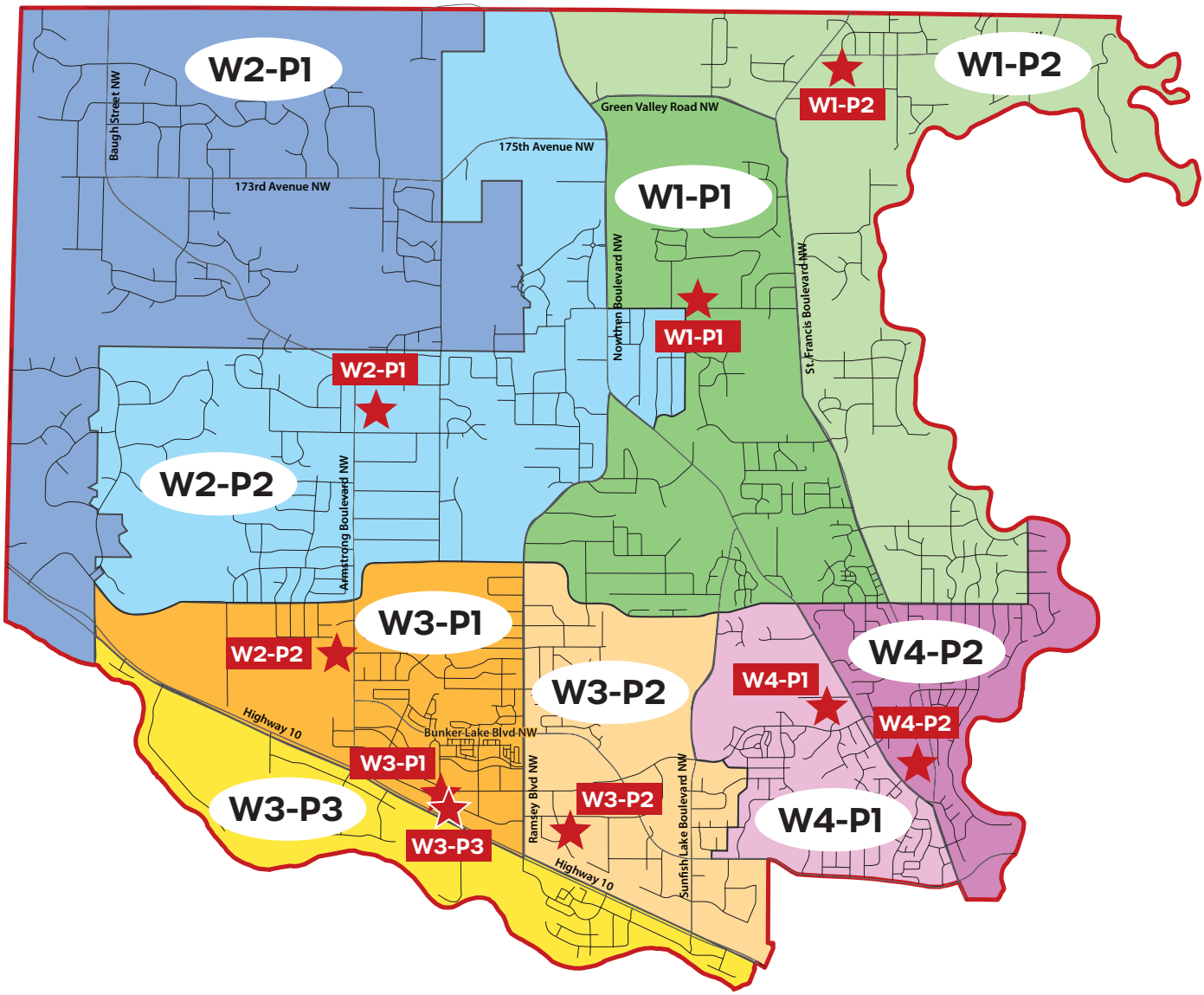
Question 5

Was there an adequate number of election judges to assist voters throughout the day?

W1P1	Yes
W1P2	Yes
W2P1	Yes
W2P2	Yes
W3P1	Yes
W3P2	Yes
W3P3	Yes
W4P1	Yes
W4P2	Yes

City of RAMSEY
7550 Sunwood Drive NW • Ramsey, MN 55303
City Hall 763-427-1410 • Fax 763-427-5543
www.cityoframsey.com

Precincts and Polling Locations



★ Polling Places

Ward 1, Precinct 1 (W1-P1)
Pathways Community Church
6341 167th Avenue NW

Ward 1, Precinct 2 (W1-P2)
Cross of Hope Church
5730 179th Lane NW

Ward 2, Precinct 1 (W2-P1)
Park Center Building at Central Park
7925 161st Avenue NW

Ward 2, Precinct 2 (W2-P2)
Ramsey Fire Station 1
15050 Armstrong Boulevard NW

Ward 3, Precinct 1 (W3-P1)
Ramsey Municipal Center
Alexander Ramsey Room
7550 Sunwood Drive NW

Ward 3, Precinct 2 (W3-P2)
Ramsey Public Works Facility
14199 Jasper Street NW

Ward 3, Precinct 3 (W3-P3)
Ramsey Municipal Center
Lake Itasca Room
7550 Sunwood Drive NW

Ward 4, Precinct 1 (W4-P1)
Ramsey Elementary School
15000 Nowthen Blvd NW

Ward 4, Precinct 2 (W4-P2)
Lord of Life Church
14501 Nowthen Boulevard NW

	Precinct	Precinct	Precinct	Precinct	Precinct	Precinct	Precinct	Precinct	Absentee	Absentee	Absentee	Absentee	Absentee	Absentee	Absentee	Absentee	CITY	CITY
	Election Judges	Voting Booths	Regis @ 7 am	Election Day Registrants	Spoiled	Duplicate	Signatures on Roster	# Ballots Counted	Election Day Regis AB Voters	Spoiled	Duplicate	Rejected	Regular/ Military/ Overseas	Federal	Presidential	Accepted Absentee Ballots	Total Persons Voting	Turnout
CITY-WIDE	**81**	**180**	**18,849**	**1,045**	**129**	**0**	**9,610**	**9,610**	**482**	**84**	**38**	**64**	**7,375**	**6**	**0**	**7,381**	**16,991**	**90.14%**
RAMSEY W1 P1	10	25	2676	145	23	0	1468	1468	45	9	4	13	923	1	0	924	2,392	89.39%
RAMSEY W1 P2	9	17	1804	83	4	0	1072	1072	30	2	6	6	615	3	0	618	1,690	93.68%
RAMSEY W2 P1	9	18	1867	94	11	0	998	998	48	6	1	2	747	1	0	748	1,746	93.52%
RAMSEY W2 P2	11	27	2958	139	19	0	1480	1480	46	11	6	12	1201	0	0	1201	2,681	90.64%
RAMSEY W3 P1	10	25	3095	233	25	0	1336	1336	147	18	7	9	1369	0	0	1369	2,705	87.40%
RAMSEY W3 P2	7	10	794	34	2	0	373	373	18	4	1	0	326	0	0	326	699	88.04%
RAMSEY W3 P3	6	12	1053	66	12	0	464	464	43	9	1	4	492	0	0	492	956	90.79%
RAMSEY W4 P1	9	25	2478	139	13	0	1271	1271	58	12	6	9	958	1	0	959	2,230	89.99%
RAMSEY W4 P2	10	21	2124	112	20	0	1148	1148	47	13	6	9	744	0	0	744	1,892	89.08%

204B.14 ELECTION PRECINCTS.

Subdivision 1. **Boundaries.** The governing body of each municipality shall establish the boundaries of the election precincts in the municipality. The governing body of a county shall establish the boundaries of precincts in unorganized territory in the county. Except as provided in subdivision 3, a governing body may change the boundaries of any election precinct which it has established.

Subd. 1a. **Legislative policy.** It is the intention of the legislature to complete congressional and legislative redistricting activities in time to permit counties and municipalities to begin the process of reestablishing precinct boundaries as soon as possible after the adoption of the congressional and legislative redistricting plans but in no case later than 25 weeks before the state primary election in the year ending in two.

Subd. 2. **Separate precincts; combined polling place.** (a) The following shall constitute at least one election precinct:

(1) each city ward; and

(2) each town and each statutory city.

(b) A single, accessible, combined polling place may be established no later than November 1 if a presidential nomination primary is scheduled to occur in the following year or May 1 of any other year:

(1) for any city of the third or fourth class, any town, or any city having territory in more than one county, in which all the voters of the city or town shall cast their ballots;

(2) for contiguous precincts in the same municipality;

(3) for up to four contiguous municipalities located entirely outside the metropolitan area, as defined by section 200.02, subdivision 24, that are contained in the same county; or

(4) for noncontiguous precincts located in one or more counties.

Subject to the requirements of paragraph (c), a single, accessible, combined polling place may be established after May 1 of any year in the event of an emergency.

A copy of the ordinance or resolution establishing a combined polling place must be filed with the county auditor within 30 days after approval by the governing body, and the county auditor must provide notice within ten days to the secretary of state, in a manner and including information prescribed by the secretary of state. A polling place combined under clause (3) must be approved by the governing body of each participating municipality. A polling place combined under clause (4) must be approved by the governing body of each participating municipality and the secretary of state and may be located outside any of the noncontiguous precincts. A municipality withdrawing from participation in a combined polling place must do so by filing a resolution of withdrawal with the county auditor no later than October 1 if a presidential nomination primary is scheduled to occur in the following year or April 1 of any other year, and the county auditor must provide notice within ten days to the secretary of state, in a manner and including information prescribed by the secretary of state.

The secretary of state shall provide a separate polling place roster for each precinct served by the combined polling place, except that in a precinct that uses electronic rosters the secretary of state shall provide separate data files for each precinct. A single set of election judges may be appointed to serve at a combined polling place. The number of election judges required must be based on the total number of persons voting at the last similar election in all precincts to be voting at the combined polling place. Separate ballot boxes must be provided for the ballots from each precinct. The results of the election must be reported

separately for each precinct served by the combined polling place, except in a polling place established under clause (2) where one of the precincts has fewer than ten registered voters, in which case the results of that precinct must be reported in the manner specified by the secretary of state.

(c) If a local elections official determines that an emergency situation preventing the safe, secure, and full operation of a polling place on election day has occurred or is imminent, the local elections official may combine two or more polling places for that election pursuant to this subdivision. To the extent possible, the polling places must be combined and the election conducted according to the requirements of paragraph (b), except that:

(1) polling places may be combined after May 1 and until the polls close on election day;

(2) any city or town, regardless of size or location, may establish a combined polling place under this paragraph;

(3) the governing body is not required to adopt an ordinance or resolution to establish the combined polling place;

(4) a polling place combined under paragraph (b), clause (3) or (4), must be approved by the local election official of each participating municipality;

(5) the local elections official must immediately notify the county auditor and the secretary of state of the combination, including the reason for the emergency combination and the location of the combined polling place. As soon as possible, the local elections official must also post a notice stating the reason for the combination and the location of the combined polling place. The notice must also be posted on the governing board's website, if one exists. The local elections official must also notify the election judges and request that local media outlets publicly announce the reason for the combination and the location of the combined polling place; and

(6) on election day, the local elections official must post a notice in large print in a conspicuous place at the polling place where the emergency occurred, if practical, stating the location of the combined polling place. The local election official must also post the notice, if practical, in a location visible by voters who vote from their motor vehicles as provided in section 204C.15, subdivision 2. If polling place hours are extended pursuant to section 204C.05, subdivision 2, paragraph (b), the posted notices required by this paragraph must include a statement that the polling place hours at the combined polling place will be extended until the specified time.

Subd. 3. **Boundary changes; prohibitions; exception.** (a) Notwithstanding other law or charter provisions to the contrary, during the period from January 1 in any year ending in zero to the time when the legislature has been redistricted in a year ending in one or two, no changes may be made in the boundaries of any election precinct except as provided in this subdivision.

(b) If a city annexes an unincorporated area located in the same county as the city and adjacent to the corporate boundary, the annexed area may be included in an election precinct immediately adjacent to it.

(c) A municipality or county may establish new election precincts lying entirely within the boundaries of any existing precinct and shall assign names to the new precincts which include the name of the former precinct.

(d) Precinct boundaries in a city of the first class electing council members by wards may be reestablished within four weeks of the adoption of ward boundaries in a year ending in one, as provided in section 204B.135, subdivision 1. If precinct boundaries are reestablished in a year ending in one, the city council must designate

polling places for each election precinct pursuant to section 204B.16, subdivision 1, within 30 days of establishing precinct boundaries. The polling place designations are effective for the year ending in one.

(e) Precinct boundaries must be reestablished within 60 days of the time when the legislature has been redistricted, or at least 19 weeks before the state primary election in a year ending in two, whichever comes first. The governing body of each municipality and of each county with precincts in unorganized territory must designate polling places for each election precinct pursuant to section 204B.16, subdivision 1, within 30 days of establishing precinct boundaries or at least 19 weeks before the state primary election in a year ending in two, whichever comes first. The adoption of reestablished precinct boundaries and polling places becomes effective on the date of the state primary election in the year ending in two.

(f) Precincts must be arranged so that no precinct lies in more than one legislative or congressional district.

Subd. 4. **Boundary change procedure.** Any change in the boundary of an election precinct must be adopted at least ten weeks before the date of the next election and, for the state primary and general election or presidential nomination primary, no later than December 1 in the year prior to the year of the state general election. The precinct boundary change shall not take effect until notice of the change has been posted in the office of the municipal clerk or county auditor for at least 56 days.

The county auditor must publish a notice illustrating or describing the congressional, legislative, and county commissioner district boundaries in the county in one or more qualified newspapers in the county at least 14 days before the first day to file affidavits of candidacy for the state general election in the year ending in two.

Alternate dates for adopting changes in precinct boundaries, posting notices of boundary changes, and notifying voters affected by boundary changes pursuant to this subdivision, and procedures for coordinating precinct boundary changes with reestablishing local government election district boundaries may be established in the manner provided in the rules of the secretary of state.

Subd. 4a. **Municipal boundary adjustment procedure.** A change in the boundary of an election precinct that has occurred as a result of a municipal boundary adjustment made under chapter 414 that is effective more than 21 days before a regularly scheduled election takes effect at the scheduled election.

A change in the boundary of an election precinct that has occurred as a result of a municipal boundary adjustment made under chapter 414 that is effective less than 21 days before a regularly scheduled election takes effect the day after the scheduled election.

Subd. 5. **Precinct boundaries; description; maps.** If a precinct boundary has been changed or an annexation has occurred affecting a precinct boundary, the municipal clerk shall immediately notify the county auditor and secretary of state. The municipal clerk shall file a corrected base map with the secretary of state and county auditor within 30 days after the boundary change was made or, in the case of an annexation, the later of: (1) 30 days after the approval of the annexation order; or (2) the effective date of the annexation order. Upon request, the county auditor shall provide a base map and precinct finder to the municipal clerk. The municipal clerk shall prepare a corrected precinct map and provide the corrected map to the county auditor, who shall correct the precinct finder in the statewide voter registration system and make the corrected map and precinct finder available for public inspection, and to the secretary of state, who shall update the precinct boundary database. The county auditor shall prepare and file precinct boundary maps for precincts in unorganized territories in the same manner as provided for precincts in municipalities. For every election held in the municipality the election judges shall be furnished precinct maps as provided in section 201.061, subdivision 6. If a municipality changes the boundary of an election precinct, or if an annexation affecting

a precinct boundary occurs, the county auditor shall notify each school district with territory affected by the boundary change at least 30 days before the effective date of the change.

Subd. 6. [Repealed, 2015 c 70 art 1 s 63]

Subd. 7. **Application to municipalities.** Notwithstanding the provisions of section 410.21, or any other law, ordinance or charter to the contrary, the provisions of subdivisions 1 and 3 apply to all municipalities.

Subd. 8. [Repealed, 1994 c 607 s 7]

History: *1981 c 29 art 4 s 14; 1Sp1981 c 4 art 4 s 43; 2Sp1981 c 2 s 2; 1983 c 289 s 115 subd 1; 1985 c 248 s 36; 1986 c 444; 1987 c 186 s 15; 1987 c 212 s 1-4; 1987 c 297 s 2; 1990 c 453 s 4; 1991 c 349 s 31-34; 1993 c 208 s 1,2; 1993 c 223 s 9; 1994 c 607 s 1-4; 1999 c 237 s 1; 2000 c 467 s 13-15; 2005 c 156 art 6 s 34; 2005 c 162 s 2; 2006 c 270 art 1 s 1; 2010 c 184 s 13,14; 2010 c 201 s 24; 2010 c 313 s 3,4; 2011 c 18 s 2,3; 2014 c 288 art 2 s 4; 2016 c 161 art 1 s 5; art 3 s 1; 2016 c 162 s 4,5; 1Sp2021 c 12 art 4 s 7; 2023 c 62 art 4 s 77*

CC Work Session

Meeting Date: 11/26/2024

Primary Strategic Plan Initiative: Not Applicable

Information

Title:

Review Final Draft of Lower Rum River Watershed Management Organization Joint Powers Agreement

Purpose/Background:

Purpose:

The purpose of this case is to review the draft 2025-2034 Joint Powers Agreement (JPA) for the continued operation of the Lower Rum River Watershed Management Organization (LRRWMO) in preparation for approving the JPA during the regular City Council meeting per the companion consent agenda case.

Background:

The draft 2025-2034 LRRWMO JPA was drafted by the LRRWMO attorney at the direction of the LRRWMO Board of Managers to update the language in the current JPA to remove historic language that is no longer needed, more accurately reflect how the Watershed Management Organization actually operates, and provide for its continued operation through January 1, 2035. The current JPA will expire January 1, 2025,

The draft 2025-2034 JPA addresses review comments submitted by the three member cities, including Ramsey City Council comments made during their work session on October 8, 2024. Attached is a copy of the October 8th work session case with copies of the previously executed JPA's attached, along with a redlined version of the May 12, 2024, draft 2025-2034 JPA.. Also attached are approved meeting minutes from this work session, along with an email summarizing staff and City Council comments that was submitted to the LRRWMO by the City Engineer/Public Works Director on October 10, 2024, for consideration during the LRRWMO Board meeting on October 17, 2024. A copy of the draft meeting minutes from the October 17, 2024, LRRWMO Board meeting is attached, along with the agenda from the November 21, 2024, LRRWMO meeting and the JPA update case, which includes a clean version of the draft 2025-2034 JPA and draft supporting Council resolution. A relined version of the draft 2025-2034 JPA is also attached to this case for reference.

Councilmember Musgrove is the City of Ramsey's Commissioner on the LRRWMO Board and serves as Chair of the LRRWMO Board of Commissioners.

Time Frame/Observations/Alternatives:

A companion case has been added to the regular City council meeting consent agenda requesting approval of the attached draft 2025-2034 LRRWMO JPA. Should the City Council request additional revisions, the consent agenda case will need to be pulled from the agenda and staff will work with the LRRWMO to incorporate the requested revisions into the draft 2025-2034 LRRWMO JPA with the goal of obtaining City Council approval on December 10th, the last regular City Council meeting of 2024.

Recommendation:

Staff recommends approving the attached 2025-2034 LRRWMO JPA before January 1, 2025.

The City Attorney has reviewed the draft 2025-2034 LRRWMO JPA and approved it as to legal form.

Outcome/Action:

Provide any final comments or revision requests to staff to allow the draft 2025-2034 LRRWMO JPA to receive City Council approval by January 1, 2025.

Attachments

100824 CCWS case

100824 CCWS mtg minutes

Ramsey review comments email

112124 LRRWMO agenda with clean JPA

Redlined JPA

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	11/21/2024 02:47 PM
Form Started By: Bruce Westby		Started On: 11/20/2024 02:50 PM
Final Approval Date: 11/21/2024		

CC Work Session

Meeting Date: 10/08/2024

Primary Strategic Plan Initiative: Not Applicable

Information

Title:

Review Proposed Amendments to Lower Rum River Watershed Management Organization Joint Powers Agreement

Purpose/Background:

Purpose

The purpose of this case is to review the attached draft Lower Rum River Watershed Management Organization (LRRWMO) Joint Powwers Agreement (JPA) and provide comments for the LRRWMO Board of Commissioners to review and discuss at their October 17th LRRWMO Board meeting.

Background

Attached is a copy of the draft LRRWMO JPA for the 10-year period from 2025 to 2034, with changes tracked. Also attached for historical reference are copies of the first LRRWMO JPA used between 1995 and 2014, which includes 2007 amendments, as well as the current JPA adopted by the City of Ramsey in August 2014.

The attached draft 2025 - 2034 LRRWMO JPA includes numerous revisions and additions. Revisions were completed for the following primary purposes;

- Verify statutory language/references are current.
- Update references to other plans if modified since current JPA was adopted.
- Add numbers/letters to denote separate sections for clarity.
- Revise authorities and duties of members as needed.
- Remove references to the JPA's establishment.
- Add definitions.
- Add footnotes.
- Correct grammatical and spelling errors.
- Resolve inconsistencies.

Language highlighted in yellow in the attached draft reflect revisions each City is urged to review and comment on. These revisions include;

- Page 7 - A Commissioner's right to vote is suspended if the member city is delinquent in making payments.
- Page 27 - Member assessments are capped at 120-percent of the amount the member city was assessed the previous year, unless the member city adopts a reslution approving the increase.
- Page 28 - The amount of a member's annual contribution to the operating budget shall not exceed one-half of one-percent of the net tax capacity of the member's total contributing area.

A revisions summary is included on the cover page of the attached draft JPA.

City staff reviewed the attached draft JPA and offer the following comments.

- Pg. 21, section 5.6(b)(iii) - The word "Member" should not be deleted unless a definition for "City" is added to section 1. Staff recommends not deleting the word "Member".
- Pg. 30, section 7.2 - Why was 2/3 revised to 3/4 in the last sentence? There are only 3 member cities so a 3/4 approval is not attainable and would require a unanimous vote. Staff recommends leaving 2/3 as is.

The City Attorney reviewed the draft JPA and approved it as to legal form.

Councilmember Musgrove is the City of Ramsey's Commissioner on the LRRWMO Board, and is currently Chair of the LRRWMO Board of Commissioners.

Attached are 4 of the most applicable State Statutes addressing the purpose and operations of Watershed Management Organizations in Minnesota.

Time Frame/Observations/Alternatives:

Staff anticipates up to 30 minutes will be required to present this case and respond to questions.

Recommendation:

Staff recommends reviewing the attached draft LRRWMO JPA and providing comments for the LRRWMO Board of Commissioners to review and discuss at their October 17th LRRWMO Board meeting.

Outcome/Action:

Review the attached draft LRRWMO JPA and provide comments for the LRRWMO Board of Commissioners to review and discuss at their October 17th LRRWMO Board meeting.

Attachments

LRRWMO JPA 1995-2014

LRRWMO JPA 2015-2024

LRRWMO JPA 2025-2034 DRAFTwBoardComments

MN Statute 103B.201

MN Statute 103B.211

MN Statute 103B.227

MN Statute 103B.251

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	10/03/2024 02:40 PM
Form Started By: Bruce Westby		Started On: 09/05/2024 04:47 PM
Final Approval Date: 10/03/2024		

JOINT AND COOPERATIVE AGREEMENT FOR THE ESTABLISHMENT OF THE LOWER RUM RIVER WATERSHED MANAGEMENT ORGANIZATION TO PLAN, CONTROL AND PROVIDE FOR THE DEVELOPMENT OF THE LOWER RUM RIVER WATERSHED

PREFACE

The Lower Rum River Watershed lying East of the Mississippi River is a watershed that is basically a direct tributary to the Mississippi River. It encompasses all or parts of the following cities:

Andover, Anoka, Coon Rapids, Ramsey

Minnesota Laws of 1982, Chapter 509, mandated that all watersheds within the seven county Metropolitan area must be governed by a watershed management organization and as is now codified as Minnesota Statutes 1992, Sections 103B.201 through 103B.251. The Watershed is authorized to organize under a joint powers agreement pursuant to Minnesota Statutes, Section 471.59 and Section 103B.211 or if such an organization is not created, Anoka County shall petition for the establishment of a watershed district under Minnesota Statutes, Chapter 103D. All the cities in the Lower Rum River Watershed expressed a desire in 1985 to create a joint powers group rather than a watershed and now desire to adopt an amended joint powers agreement to establish a Watershed Management Organization which will comply with the current law for management of this watershed. It is the belief of these four cities that a joint powers group will provide more efficient planning and administration of the Lower Rum River Watershed if the watershed is managed under a joint powers agreement. The goal is to leave as much control as possible with the four individual member cities.

It has been determined by the four cities involved in the watershed that they desire to proceed under a Joint Powers Agreement rather than under Chapter 103D as a watershed district. Each party to this agreement has been fully advised that the Watershed Management Organization being created shall have the powers and responsibilities set forth in the Metropolitan Surface Water Management Act, Minnesota Statutes Sections 103B.201 through 103B.251 and as amended by this Agreement. It is further understood and agreed that it is the intent of this agreement to assign to the watershed management organization, which has operated since 1985, the additional powers and duties assigned by the Minnesota legislature. The management of water resources is a rapidly changing field and new laws and regulations are being adopted and amended frequently and it should not be necessary to amend this agreement every time the legislature enacts a new law.

Each member further recognizes that this is a binding contract and failure to cooperate or to carry out a member's responsibilities will result in a breach of this contract.

The purpose of this organization shall be to assist the four member Lower Rum Watershed cities to preserve and use natural water storage and retention systems to:

1. Protect and preserve natural surface and groundwater storage and retention systems;
2. Minimize public capital expenditures needed to correct flooding and water quality problems;
3. Identify and plan for means to effectively protect and improve surface water and groundwater quality;
4. Establish more uniform local policies and official controls for surface water and groundwater management;
5. Prevent erosion of soil into surface water systems;
6. Promote groundwater recharge;
7. Protect and enhance fish and wildlife habitat and water recreational facilities;
8. Secure other benefits associated with the proper management of surface and groundwater; and
9. Promote and encourage cooperation among member cities in coordinating local surface water and groundwater plans and to be aware of their neighbor's problems and to protect the public health, safety, and general welfare.

The Lower Rum River Watershed waters flow through many sub-watersheds directly to the Rum River and the Mississippi River. It is not anticipated that the Lower Rum River Watershed will have many capital improvement projects; if they do, it is hereby expressed that the intent of this Agreement is to encourage that the solutions should be handled by agreements between the Cities involved.

It is the intent of this Agreement to subject all four cities in the Lower Rum River Watershed to a common set of policies and to comply in all respects with the provisions of the Metropolitan Surface Water Management Act.

The purpose of this Preface is to clarify and establish for any court of review or any arbitrator or for the elected successors to the representatives who have entered into this agreement the reasons and purpose for this joint and cooperative venture. The parties to this Agreement realize that the success or failure of the Lower Rum River Watershed Organization created by this Agreement is dependent upon the sincere desire of each member City to cooperate in the exercise of a joint power to solve joint problems. Each party here by agrees to be bound by this agreement and pledges its cooperation.

JOINT AND COOPERATIVE AGREEMENT

The parties to this Agreement are governmental units of the State of Minnesota, all of which have lands which drain surface water within the Lower Rum River Watershed and all of which have power and responsibility to construct, reconstruct, extend and maintain storm water management facilities to improve water quality, to promote groundwater recharge, and to protect, promote and preserve water resources within the Watersheds. This agreement is made pursuant to the authority conferred upon the parties by Minnesota Statutes 1992, Sections 103B.201 to and including Section 103B.251 and Section 471.59.

NAME

I.

The parties hereto create and establish the Lower Rum River Watershed Management Commission.

GENERAL PURPOSE

II.

The general purpose of this agreement is to provide an organization which can investigate, study, plan and control the construction of facilities to drain or pond storm waters, to alleviate damage by flood waters; to improve the creek channels for drainage; to assist in planning for land use; to repair, improve, relocate, modify, consolidate or abandon, in whole or in part, drainage systems within the watershed area; to do whatever is necessary to assist in water conservation and the abatement of surface water and groundwater contamination and water pollution and the improvement of water quality; to promote ground water recharge; and to protect and enhance fish and wildlife habitat and water recreational facilities. In addition to the aforestated purposes, the organization hereby created shall serve as the Watershed Management Organization for the Lower Rum River Watershed and shall carry out all of the duties and responsibilities outlined in Minnesota Statutes, Section 103B.201 through 103B.251, both inclusive.

DEFINITIONS

III.

For the purposes of this Agreement, the terms used herein shall have the meanings as defined in this article.

Subdivision 1. "Commission" means the organization created by this agreement, the full name of which is "Lower Rum River Watershed Management Commission." It shall be a public agency of its members and a watershed management organization as defined in Minnesota Statutes, Section 103B.211.

Subdivision 2. "Board" means the Board of commissioners of the Commission, consisting of one commissioner or one alternate commissioner from each of the governmental units which is a party to this agreement and which shall be the governing body of the Commission.

Subdivision 3. "Council" means the governing body of a governmental unit which is a member of this Commission.

Subdivision 4. "Governmental Unit" means any city, county, or town.

Subdivision 5. "Member" means a governmental unit which enters into this agreement.

Subdivision 6. "Lower Rum River Watershed" means the area generally contained within a line drawn around the extremities of all terrain whose surface drainage is tributary to the Lower Rum River and the Mississippi River and within the mapped areas delineated on the map filed with the Board of Water and Soil Resources originally filed pursuant to Minnesota Statutes, 473.877, Subd. 2 and as now amended by Minnesota Statutes, Chapter 103B.

MEMBERSHIP

IV.

The membership of the Commission shall consist of all of the following governmental units:

City of Andover
City of Anoka
City of Coon Rapids
City of Ramsey

The Commission may, with the ratification of the governing bodies of all voting members of the Organization, invite other units of government within the Rum River Watershed to become parties to this Agreement, and in all respects thenceforth enjoy the full rights, duties, and obligations of this Agreement.

No change in governmental boundaries, structure or organizational status shall affect the eligibility of any governmental unit listed above to be represented on the Commission, so long as such governmental unit continues to exist as a separate political subdivision.

BOARD OF COMMISSIONERS

V.

Subdivision 1. The governing body of the Commission shall be its Board. Each member shall be entitled to appoint one representative on the board, and one alternate who may sit when the representative is not in attendance and said representative or alternate representative shall be called a "Commissioner".

Subdivision 2. The council of each member shall determine the eligibility or qualification of its representative on the Commission and the terms of each Commissioner shall be as established by each individual member.

Subdivision 3. The term of each Commissioner and Alternate Commissioner appointed by each member shall be as determined by each individual member and until their successors are selected and qualify.

Any vacancy shall be filled for the unexpired term of any Commissioner by the council of the governmental unit of the member who appointed said Commissioner. The Commission shall notify the Board of Water and Soil Resources of member appointments and vacancies within 30 days after the Commission is notified by a member. Each member agrees to publish a notice of

vacancies resulting from the expiration of a Commissioner or Alternate Commissioner's terms or where a vacancy exists for any reason. Publication and notice shall be in accordance with Minnesota Statutes, Section 103B.227, Subds. 1 and 2, as they now exist or as subsequently amended.

Subdivision 4. The council of each member agrees that its representative commissioner will not be removed from the Board prior to the expiration of the Commissioner's term, unless said Commissioner consents in writing or unless said council has presented the Commissioner with charges in writing and has held a public hearing after reasonable notice to the Commissioner.

A member may remove a Commissioner or an Alternate Commissioner for just cause or for violation of a Code of Ethics of the Commission or a member City, or for malfeasance, nonfeasance, or misfeasance. Said hearing shall be held by the Member City Council who appointed the Commissioner.

A Commissioner who is an elected official of a Member City who is not reelected may be removed by the appointing Member City at the Member's discretion. Any decision by a Member to remove a Commissioner may be appealed to the Board of Water and Soil Resources. A certified copy of the Council's Resolution removing said Commissioner shall be filed with the Secretary of the Board of Commissioners and shall show compliance with the terms of this section.

Subdivision 5. Each member shall within 30 days of appointment file with the Secretary of the Board of Commissioners a record of the appointment of its Commissioner and its Alternate Commissioner. The Commission shall notify the Board of Water and Soil Resources of member appointments and vacancies within 30 days after receiving notice from the member. Members shall fill all vacancies within 90 days after the vacancy occurs.

Subdivision 6. Commissioners shall serve without compensation from the Commission, but this shall not prevent a governmental unit from providing compensation for its Commissioner for serving on the board, if such compensation is authorized by such governmental unit and by law. Commission funds may be used to reimburse a Commissioner or Alternate Commissioner for expenses incurred in performing Commission business and if authorized by the Board.

Subdivision 7. At the first meeting of the Board and in February of each year thereafter, the Board shall elect from its Commissioners a Chair, a Vice Chair, a Secretary, a Treasurer, and such other officers as it deems necessary to conduct its meetings and affairs. At the organizational meeting or a soon there after as it may be reasonably done, the Commission shall adopt rules and regulations governing its meetings. Such rules and regulations maybe amended from time to time at either a regular or a special meeting of the Commission provided that a ten day prior notice of the proposed amendment has been furnished to each person to whom notice of the Board meetings is required to be sent; a majority vote of all eligible votes of the then existing members of the Commission shall be sufficient to adopt any proposed amendment to such rules and regulations.

The Board shall notify each member City of the location and time of regular and special

meetings called or established by the Board. A meeting shall be held at least annually, and all meetings shall be called and open to the public pursuant to Minnesota Statutes, Section 471.705 or as amended.

POWERS AND DUTIES OF THE BOARD

VI.

Subdivision 1. The Commission, acting by its duly appointed Board of Commissioners, shall as it relates to flood control, water quality, ground water recharge and water conservation or in the construction of facilities and other duties as set forth in Chapter 103B, Minnesota Laws of 1992 and in Rules and Regulations of the Board of Water and Soil Resources, have the powers and duties set out in this article and as prescribed bylaw.

Subdivision 2. It may employ such persons or contract with consultants as it deems necessary to accomplish its duties and powers, and any such persons or consultants shall be considered Commission staff.

Subdivision 3. It may contract for space and for material and supplies to carry on its activities either with a member or elsewhere.

Subdivision 4. It may acquire necessary personal property to carry out its powers and its duties.

Subdivision 5. It shall develop an overall plan containing a capital improvement program within a reasonable time after qualifying, and said plan shall meet all of the requirements as established in Minnesota Statutes, Chapter 103B. Said over all plan shall establish a comprehensive goal for the development of the Lower Rum River Watershed and shall establish a proposed procedure for accomplishing the purposes of the organization as set forth in Article II.

Subdivision 6. It shall make necessary surveys or utilize other reliable surveys and data and develop projects to accomplish the purposes for which the Commission is organized.

Subdivision 7. It may cooperate or contract with the State of Minnesota or any subdivision thereof or federal agency or private or public organization to accomplish the purposes for which it is organized.

Subdivision 8. It may, if necessary to implement the plan, order any member governmental unit or units to construct, clean, repair, alter, abandon, consolidate, reclaim or change the course or terminus of any ditch, drain, storm sewer, or water course, natural or artificial, within the Lower Rum River Watershed.

The member cities further understand and agree that the Commission in reviewing, ordering, or authorizing these projects will use the best management practices required to meet state and federal statutes and regulations. The Commission will also consider the ability of the member cities to fund the enforcement of local controls and any ordered capital improvements. The Commission shall incorporate financial review and anticipated sources of revenue as apart of the over all management plan and as a part of local water management plans.

Subdivision 9. It may order any member governmental unit or units to acquire, operate,

construct or maintain dams, dikes, reservoirs and appurtenant works or other improvements necessary to implement the overall plan.

The member cities further understand and agree that the Commission in reviewing, ordering, or authorizing these projects will use the best management practices required to meet state and federal statutes and regulations. The Commission will also consider the ability of the member cities to fund the enforcement of local controls and any ordered capital improvements. The Commission shall incorporate financial review and anticipated sources of revenue as apart of the over all management plan and as a part of local water management plans.

Subdivision 10. It shall regulate, conserve and control the use of storm and surface water and groundwater within the Watershed necessary to implement the overall plan.

Subdivision 11. It shall contract for or purchase such insurance as the Board deems necessary for the protection of the Commission.

Subdivision 12. It may establish and maintain devices for acquiring and recording hydrological and water quality data within the Watershed.

Subdivision 13. It may enter upon lands, in a lawful manner, within or without the watershed to make surveys and investigations to accomplish the purposes of the Commission. The Commission shall be liable for actual damages resulting there from but every person who claims damages shall serve the Chair or Secretary of the Board of Commissioners with a Notice of Claim as required by Chapter 466.05 of the Minnesota Statutes.

Subdivision 14. It shall provide any member governmental unit with technical data or any other information of which the Commission has knowledge which will assist the governmental unit in preparing land use classifications or local water management plans within the watershed.

Subdivision 15. It may provide legal and technical assistance in connection with litigation or other proceedings between one or more of its members and any other political subdivision, commission, Board or agency relating to the planning or construction of facilities to drain or pond storm waters or relating to water quality within the Watershed. The use of commission funds for litigation shall be only upon a favorable vote of a majority of the eligible votes of the then existing members of the Commission.

Subdivision 16. It may accumulate reserve funds for the purposes herein mentioned and may invest funds of the Commission not currently needed for its operations, in the manner and subject to the laws of Minnesota applicable to statutory cities.

Subdivision 17. It may collect monies, subject to the provisions of this agreement, from its members, Anoka County and from any other source approved by a majority of its board.

Subdivision 18. It may accept gifts, apply for and use grants or loans of money or other property from the United States, the State of Minnesota, a unit of government or other governmental unit or organization, or any person or entity for the purposes described herein; may enter into any reasonable agreement required in connection therewith; may comply with any laws or regulations applicable thereto; and may hold, use, and dispose of such money or property in

accordance with the terms of the gift, grant, loan or agreement relating thereto.

Subdivision 19. It may make contracts, incur expenses and make expenditures necessary and incidental to the effectuation of these purposes and powers and may disburse therefor in the manner hereinafter provided.

Subdivision 20. It shall cause to be made an annual audit by a certified public accountant or the state auditor of the books and accounts of the commission and shall make and file a report to its members at least once each year including the following information:

a. the approved budget;

b. a reporting of revenues;

c. a reporting of expenditures;

d. a financial audit report or section that includes a balance sheet, a classification of revenues and expenditures, an analysis of changes in final balances, and any additional statements considered necessary for full financial disclosure; and

e. the status of all commission projects and work within the watershed;

Copies of said report shall be transmitted to the clerk of each member governmental unit.

Subdivision 21. Its books, reports and records shall be available for and open to inspection by its members at all reasonable times.

Subdivision 22. It may recommend changes in this agreement to its members.

Subdivision 23. It may exercise all other powers necessary and incidental to the implementation of the purposes and powers set forth herein and as outlined and authorized by Minnesota Statutes, Sections 103B.201 through 103B.251.

Subdivision 24. It shall cooperate with the State of Minnesota, the Commissioner of Natural Resources and the Director of the Division of Waters, Soils and Minerals of the Department of Natural Resources in complying with the requirements of Chapter 103G of the Minnesota Statutes.

Subdivision 25. Each member reserves the right to conduct separate or concurrent studies on any matter under study by the Commission.

Subdivision 26. It shall establish a procedure for establishing citizen or technical advisory committees and to provide other means of public participation.

Subdivision 27. Where the Commission is authorized or requested to review and make recommendations on any matter, the Commission shall act on such matter within sixty (60) days of receipt of the matter referred. Failure of the Commission to act within sixty (60) days shall constitute approval of the matter referred, unless the Commission requests and receives from the referring unit of government an extension of time to act on the matter referred. Where the Commission makes recommendation of any matter to a party, the governing body of a party not acting in accordance with such recommendation shall submit a written statement of its reasons for doing otherwise to the Commission within ten (10) days of its decision to act contrary to the Commission's recommendation. The Commission shall review the written statement and if

determined insufficient by the Commission, request written clarification within an additional ten (10) days.

METHOD OF PROCEEDING
VII.

Subdivision 1. The procedures to be followed by the Board in carrying out the powers and duties set forth in Article VI, Subdivisions 5, 6, 7, 8, 9, and 10, shall be as set forth in this article.

Subdivision 2. The Board has previously prepared the over all plan as required in Article VI, Subdivision 5. This plan shall be updated as required by state law. The Board shall proceed to implement said plan, and this implementation may be ordered by stages.

Subdivision 3. No project which will channel or divert additional waters to subdistrict and subtrunks which cross municipal boundaries shall be commenced by any member governmental unit prior to approval of the Board of the design of an adequate outlet or of adequate storage facilities.

Subdivision 4. All construction, reconstruction, extension or maintenance of outlets for the various subdistrict and subtrunks, including outlets, lift stations, dams, reservoirs, or other appurtenances of a surface water or storm sewer system which involve construction by or assessment against any member governmental unit or against privately or publicly owned land within the watershed shall follow the statutory procedures outlined in Chapter 429 of the Minnesota Statutes except as herein modified.

The Board shall secure from its engineers or some other competent persona report advising it in a preliminary way as to whether the proposed improvement is feasible and as to whether it shall best be made as proposed or in connection with some other improvement and the estimated cost of the improvement as recommended and the proposed allocation of costs between members.

The Commission shall have authority to separate the watershed into subtrunks or subdistricts if the capital improvement project and costs only benefit a subtrunk or subdistrict area. If the Commission determines that a capital improvement and capital cost benefits only a subtrunk or subdistrict area it may so designate that said area shall be responsible for said costs and may allocate the costs to said area or areas rather than to the entire watershed.

The Board shall then hold a public hearing on the proposed improvement after mailed notice to the clerk of each member governmental unit within the Watershed. The Commission shall not be required to mail or publish notice except by said notice to the clerk. Said notice shall be mailed not less than 45 days before the hearing, shall state the time and place of the hearing, the general nature of the improvement, the estimated total cost and the estimated cost to each member governmental unit. The Board may adjourn said hearing to obtain further information, may continue said hearing pending action of the member governmental units or may take such other action as it deems necessary to carry out the purposes of this Commission.

To order the improvement, in accordance with the powers and duties established in Article VI, Subdivisions 7, 8 and 9, a resolution setting forth the order for a capital improvement project

shall require a favorable vote by two-thirds of all eligible votes of the then existing Board of the Commission. (In all cases other than for a capital improvement project, a majority vote of all eligible members of the Board shall be sufficient to order the work.) The order shall describe the improvement, shall allocate in percentages the cost allocation between the member governmental units, shall designate the engineers to prepare plans and specifications, and shall designate the member who will contract for the improvement in accordance with Subdivision 7 of this Article.

After the Board has ordered an improvement it shall forward to all member governmental units an estimated time schedule for the construction of said improvement. The Board shall allow an adequate amount of time, and in no event less than 45 days, for each member governmental unit to conduct hearings, in accordance with the provisions of the aforestated Chapter 429, or the charter requirements of any city, or to ascertain the method of financing which said member governmental unit utilize to pay its proportionate share of the costs of the improvement. Each member governmental unit shall ascertain within a period of 90 days the method it shall use to pay its proportionate share of the costs.

If the Commission proposes to utilize Anoka County's bonding authority as set forth in Minnesota Statutes, Section 103B.251, or if the Commission proposes to certify all or any part of a capital improvement to Anoka County for payment, then and in that event all proceedings shall be carried out in accordance with the provisions set forth in said Section 103B.251.

Subdivision 5. The Board shall not order and no engineer shall be authorized by the Board to prepare plans and specifications before the Board has adopted a resolution ordering the improvement. The Board may order the advertising for bids upon receipt of notice from each member governmental unit who will be assessed that it has completed its hearing or determined its method of payment or upon expiration of 90 days after the mailing of the preliminary report to the members.

Subdivision 6. Any member governmental unit being aggrieved by the determination of the Board as to the allocation of the costs of said improvement shall have 30 days after the commission resolution ordering the improvement to appeal said determination. Said appeal shall be in writing and shall be addressed to the Board asking for arbitration. The determination of the member's appeal shall be referred to a Board of Arbitration. The Board of Arbitration shall consist of three persons; one to be appointed by the Board of Commissioners, one to be appointed by the appealing member governmental unit, and the third to be appointed by the two so selected. In the event the two persons so selected do not appoint the third person within 15 days after their appointment, then the Chief Judge of the District Court of Anoka County shall have jurisdiction to appoint, upon application of either or both of the two earlier selected, the third person to the board. The third person selected shall not be a resident of any member governmental unit and if appointed by the Chief Judge said person shall be a registered professional engineer. The arbitrators' expenses and fees, together with the other expenses, not including counsel fees, incurred in the conduct of the arbitration shall be divided equally between the Commission and the appealing member.

Arbitration shall be conducted in accordance with the Uniform Arbitration Act, Chapter 572 of the Minnesota Statutes.

Subdivision 7. Contracts for Improvements. All contracts which are to be let as a result of the board's order to construct, repair, alter, reclaim or change the course or terminus of any ditch, drain, storm sewer, watercourse, or to acquire, operate, construct or maintain dams, dikes, reservoirs or their appurtenances or to carry out any of the other provisions of the plan as authorized by Minnesota Statutes, and for which two or more member governmental units shall be responsible for the costs, shall be let in accordance with the provisions of Section 429.041 of the Minnesota Statutes. The bidding and contracting of said work shall be let by any one of the member governmental units, as ordered by the Board of Commissioners, after compliance with the statutes. All contracts and bidding procedures shall comply with all the requirements of law applicable to contracts let by a statutory city in the State of Minnesota.

The Commission shall not have the authority to contract in its own name for any improvement work for which a special assessment will be levied against any private or public property under the provisions of Chapter 429 or under the provisions of any City charter. This section shall not preclude the Commission from proceeding under Minnesota Statutes, Section 103B.251.

Subdivision 8. Contracts with Other Governmental Bodies. The Commission may exercise the powers set forth in Article VI, Subdivision 7, but said contracts for a capital improvement shall require a favorable vote of two-thirds majority of the eligible votes of the then existing members of the Commission.

Subdivision 9. Supervision. All improvement contracts awarded under the provisions of Subdivision 7 of this Article shall be supervised by the member governmental unit awarding said contract or said member governmental unit may contract or appoint any qualified staff member or members of the Commission to carry out said supervision, but each member agrees that the staff of this Commission shall be authorized to observe and review the work in progress and the members agree to cooperate with the Commission staff in accomplishing the purposes of this Commission. Representatives of the Commission shall have the right to enter upon the place or places where the improvement work is in progress for the purpose of making reasonable tests and inspections. The staff of this Commission shall report, advise and recommend to the Board on the progress of said work.

Subdivision 10. Land Acquisition. The Commission shall not have the power of eminent domain. The member governmental units agree that any and all easements or interest in land which are necessary will be negotiated or condemned in accordance with Chapter 117 of the Minnesota Statutes by the unit wherein said lands are located, and each member agrees to acquire the necessary easements or right-of-way or partial or complete interest in land upon order of the Board of Commissioners to accomplish the purposes of this agreement. All reasonable costs of said acquisition shall be considered as a cost of the improvement. If a member governmental unit

determines it is in the best interests of that member to acquire additional lands, in conjunction with the taking of lands for storm and surface drainage or storage, for some other purposes, the costs of said acquisition will not be included in the improvement costs of the ordered project. The Board in determining the amount of the improvement costs to be assessed to each member governmental unit may take into consideration the land use for which said additional lands are being acquired and may credit the acquiring municipality for said land acquisition to the extent that it benefits the other members of this agreement. Any credits may be applied to the cost allocation of the improvement project under construction or the Board if feasible and necessary may defer said credits to a future project.

If any member unit refuses to negotiate or condemn lands as ordered by the Board, any other member may negotiate or condemn outside its corporate limits in accordance with the aforesaid Chapter 117. All members agree that they will not condemn or negotiate for land acquisition to pond or drain storm and surface waters within the corporate boundaries of another member within the Lower Rum River Watershed except upon order of the Board of this Commission.

The Commission shall have authority to establish land acquisition policies as a part of the overall plan.

Subdivision 11. Pollution Control and Water Quality. The Commission shall have the authority and responsibility to protect and improve water quality in the Watershed as this is one of the main purposes set forth in the Surface Water Management Act. All member governmental units agree that they will refuse to allow the drainage of sanitary sewage or industrial wastes onto any lands or into any water course or storm sewer draining into the Rum River or Mississippi River. The Board may investigate on its own initiative and shall investigate upon petition of any member all complaints relating to pollution of surface water or ground water draining to or affecting the Rum River or the Mississippi River or their tributaries. Upon a finding that the creek or surface waters or groundwater are being polluted, the Board shall order the member governmental unit to abate this nuisance and each member agrees that it will take all reasonable action available to it under the law to alleviate the pollution and to assist in protecting and improving the water quality of surface water and groundwater in the Watershed.

Subdivision 12. Local Water Management Plans. The Commission shall have power and authority to review the members' local water management plans, capital improvements relating to surface water management programs and official controls required by Minnesota Statutes Section 103B.235 and/or by rules promulgated and adopted by the Board of Water and Soil Resources.

FINANCES

VIII.

Subdivision 1. The Commission funds may be expended by the Board in accordance with this agreement and in accordance with the procedures as established by law and in the manner as may be determined by the Board. The Board shall designate one or more national or state bank or

trust companies, authorized by Chapters 118 and 427 of the Minnesota Statutes to receive deposits of public moneys and to act as depositories for the Commission funds. In no event shall there be a disbursement of Commission funds without the signature of at least two Board members, one of whom shall be the Treasurer or Authorized Deputy Treasurer. The Treasurer shall be required to file with the Secretary of the Board a bond in the sum of at least $10,000 or such higher amount as shall be determined by the Board. The Commission shall pay the premium on said bond.

Subdivision 2. Each member agrees to contribute each year to a general fund, said fund to be used for general administration purposes including, but not limited to: salaries, rent, supplies, development of an over all plan, engineering and legal expenses, insurance, and bonds, and to purchase and maintain devices to measure hydrological and water quality data. Said funds may also be used for normal maintenance of the facilities, but any extraordinary maintenance or repair expense shall be treated as an improvement cost and processed in accordance with Subdivision 5 of this Article. The annual contribution by each member shall be based fifty percent (50%) on the net tax capacity of all property within the Watershed and fifty percent (50%) on the basis of the total area of each member within the boundaries of the Watershed each year to the total area in the Lower Rum River Watershed governed by this Agreement.

Subdivision 3.

(a) An improvement fund shall be established for each improvement project instituted under Article VII, Subdivision 4. Each member agrees to contribute to said fund its proportionate share of the engineering, legal and administrative costs as determined by the Commission as the amount to be assessed against each member as a cost of the improvement. The Board shall submit in writing a statement to each member, setting forth in detail the expenses incurred by the Commission for each project. Each member further agrees to pay to or contract with the member governmental unit awarding said contract for the improvement, its proportionate share of the cost of the improvement in accordance with the determination of the Board under Article VII, Subdivision 4. The member awarding the contract shall submit in writing copies of the engineer's certificate authorizing payment during construction and the member being billed agrees to pay its proportionate share of said improvement costs within 30 days after receipt of the statement. The member awarding the contract shall advise other contributing members of the tentative time schedule of the work and the estimated times when the contributions shall be necessary.

(b) Notwithstanding the provisions of paragraph (a) of this subdivision, the Commission may by a vote of 2/3rds of all eligible votes of the then existing members of the Commission decide to proceed to fund all or any part of the cost of a capital improvement contained in the capital improvement program of the plan pursuant to the authority and subject to the provisions set forth in Minnesota Statutes, Section 103B.251. It is expressed as a goal of this Agreement that cost sharing of capital

improvement costs be assigned and agreed to by members pursuant to Article VIII, Subdivision 5, Subsections 1 and 2 of this Agreement. Without such agreement, all improvements will be constructed pursuant to Minnesota Statutes, Section 103B.251. The Commission and Anoka County may establish a maintenance fund to be used for normal and routine maintenance of an improvement constructed in whole or in part with money provided by Anoka County pursuant to Minnesota Statutes, Section 103B.251. The levy and collection of an ad valorem tax levy for maintenance shall be by Anoka County based upon a tax levy resolution adopted by a majority vote of all eligible members of the Commission and remitted to the County on or before the date prescribed by law each year. If it is determined to levy for maintenance, the Commission shall be required to follow the hearing process established by Minnesota Statutes, Sections 103D.915 and 103D.921 and acts a mandatory thereof and in addition thereto. Mailed notice shall be sent to the Clerk of each member municipality at least 30 days prior to the hearing.

Subdivision 4. On or before July 1 of each year, the Board shall adopt a detailed budget for the ensuing year and decide upon the total amount necessary for the general fund. Budget approval shall require a favorable vote by a majority of all eligible votes of the then existing members of the Board.

The secretary of the Board shall certify the budget on or before July 1 to the clerk of each member governmental unit together with a statement of the proportion of the budget to be provided by each member.

The Council of each member agrees to review the budget, and the Board shall upon notice from any member received prior to August 1, hear objections to the budget, and may, upon notice to all members and after a hearing, modify or amend the budget, and then give notice to the members of any and all modifications or amendments.

Each member agrees to provide the funds required by the budget and said determination shall be conclusive if no member enters objections in writing on or before August 1. If no objections are submitted to the Board, each member agrees to provide the funds approved by the Board, after the Board has conducted the aforementioned hearing. Modifications or amendments to the original budget require a favorable vote by a majority of all eligible voters of then existing members of the Board.

The schedule of payments by the members shall be determined by the Board in such a manner as to provide for an orderly collection of the funds needed.

Upon notice and hearing, the Board by a favorable vote of a majority of all eligible votes of then existing members may adopt a supplemental budget requiring additional payments by the members within 60 days of its adoption but in no event shall the budget require any member to contribute in excess of one half of one percent of the net tax capacity of all taxable property within the watershed and within the member's corporate boundaries in any one calendar year.

Members' attention is drawn to Minnesota Statutes, Section 103B.245, which authorizes a Watershed Management Tax District to be created within each member City to pay the costs of planning and for the purpose of paying capital costs and/or normal and routine maintenance of facilities.

Subdivision 5. Cost Allocation. General costs of operating the Commission shall be as set forth in Article VIII, Subdivision 2. The Commission shall apportion costs of any capital improvements to the respective members based upon a negotiated agreement to be arrived at by members who have lands in the subdistrict. In the event a negotiation cannot be reached, the distribution of costs will be determined through the arbitration process described in Article VII Subd. 6.

MISCELLANEOUS PROVISIONS
IX.

Subdivision 1. The Commission shall not have the power to issue certificates, warrants or bonds.

Subdivision 2. The Commission shall not have the power of eminent domain and shall not own any interest in real property. All interests in lands shall be held in the name of the corporate member wherein said lands are located.

Subdivision 3. The Commission shall not have the power to levy a special assessment upon any privately or publicly owned land. All such assessments shall be levied by the member wherein said lands are located. It shall have the power to require any member to contribute the costs allocated or assessed according to the other provisions of this agreement.

Subdivision 4. Each member agrees that it will not directly or indirectly collect or divert any additional surface water to the Lower Rum River or the Mississippi River or their tributaries from any subdistrict or subtrunk without a permit from the Board of Commissioners. Permits maybe granted by the Board for a member to proceed with the construction or reconstruction of improvements within the individual corporate members' boundaries and at its sole cost upon a finding:

(1) that there is an adequate outlet;

(2) that said construction is in conformance with the overall plan;

(3) that the construction will not adversely affect other members of this agreement.

Subdivision 5. Any member who is more than 60 days in default in contributing its share to the general fund shall have the vote of its Board member suspended pending the payment of its proportionate share.

Any member who is more than 60 days in default in contributing its proportionate share of the cost of any improvement to the contracting member shall upon application of the contracting member have the vote of its Board member suspended, pending the payment of its proportionate share.

Any Board member whose vote is under suspension shall not be considered as an eligible

member as such membership affects the number of votes required to proceed on any matter under consideration by the Board.

Subdivision 6. Enforcement. Members agree to be bound by the determination of the Commission and to agree to use their best efforts to carry out directives from the Commission; failure to respond may result in a legal action by the Commission to require the member to act under a court order.

DURATION

X.

Subdivision 1. Each member agrees to be bound by the terms of this agreement until January 1, 2005, and it may be continued thereafter at the option of the parties.

Subdivision 2. This agreement may be terminated prior to January 1, 2005, by the unanimous consent of the members or if for any reason the Commission is reduced to less than three members. If the agreement is to be terminated, a notice of the intent to dissolve the Commission shall be sent to the Board of Water and Soil Resources and to Anoka County at least 90 days prior to the date of dissolution.

Subdivision 3. In addition to the manner provided in Subdivision 2 for termination, any member may petition the Board to dissolve the agreement. Upon 30 days notice in writing to the clerk of each member governmental unit and the Board of Water and Soil Resources and Anoka County, the Board shall hold a hearing and upon a favorable vote by a majority of all eligible votes of then existing Boardmembers, the Board may by Resolution recommend that the Commission be dissolved. Said Resolution shall be submitted to each member governmental unit and if ratified by three-fourths of the councils of all eligible members within 60 days, said Board shall dissolve the Commission allowing a reasonable time to complete work in progress and to dispose of personal property owned by the Commission.

DISSOLUTION

XI.

Upon dissolution of the Commission, all property of the Commission shall be sold and the proceeds thereof, together with monies on hand, shall be distributed to the eligible members of the Commission. Such distribution of Commission assets shall be made in proportion to the total contribution to the Commission as required by the last annual budget.

EFFECTIVE DATE

XII.

This agreement shall be in full force and effect upon the filing of a certified copy of the resolution approving said agreement by all four members for the Lower Rum River Watershed area to be governed by this Agreement. Said resolution shall be filed with the City Manager of the City of Anoka, who shall notify all members in writing of its effective date. The effective date of the new amended Joint Powers Agreement shall be when approved by all the Cities and when the Mayor and other authorized City representatives have executed the amended agreement.

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, have caused this agreement to be executed in accordance with the authority of Minnesota Statutes, Sections 103B.211 and 471.59.

Approved by the City Council

September 5 1995

CITY OF ANDOVER

By J. E. McKelvey

Attest Sistine Volk

Approved by the City Council

July 24, 1995

CITY OF ANOKA

By Peter R Biby Mayor

Attest Mark Nagel

Approved by the City Council

August 15, 1995

CITY OF COON RAPIDS

By William L. Thompson

Attest Robert L. Dreblow

Approved by the City Council

June 27, 1995

CITY OF RAMSEY

By

Attest

AMENDMENT TO JOINT AND COOPERATIVE AGREEMENT FOR THE ESTABLISHMENT OF THE LOWER RUM RIVER WATERSHED MANAGEMENT ORGANIZATION TO PLAN, CONTROL AND PROVIDE FOR THE DEVELOPMENT OF THE LOWER RUM RIVER WATERSHED

THIS AMENDMENT is made and entered into as of the date of execution by all of the cities of Andover, Anoka, Coon Rapids and Ramsey, Minnesota (hereinafter collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, the Parties have entered into a Joint Powers Agreement, effective September 5, 1995, entitled the JOINT AND COOPERATIVE AGREEMENT FOR THE ESTABLISHMENT OF THE LOWER RUM RIVER WATERSHED MANAGEMENT ORGANIZATION TO PLAN, CONTROL AND PROVIDE FOR THE DEVELOPMENT OF THE LOWER RUM RIVER WATERSHED (the "Joint Powers Agreement"); and

WHEREAS, the Joint Powers Agreement established the Lower Rum River Watershed Management Commission (the "Commission"), a watershed management organization pursuant to and in accordance with the Metropolitan Surface Water Management Act, Minn. Stat. § 103B.201, et.seq., and Minn. Stat. § 471.59; and

WHEREAS, the Joint Powers Agreement expired by its terms on January 1, 2005; and

WHEREAS, the Commission has continued to act and exercise its powers and duties as a watershed management organization, notwithstanding the expiration of the Joint Powers Agreement; and

WHEREAS, the Parties have indicated an intent that the Commission continue to act as a watershed management organization for the Lower Rum River Watershed and to continue to do so in the future; and

WHEREAS, the Parties have ratified the acts of the Commission from January 1, 2005 to the effective date of this Amendment.

NOW, THEREFORE, on the basis of the premises and mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

1. The Commission shall continue in existence effective January 1, 2005 until the termination of the Commission in accordance with the terms of the Joint Powers Agreement.

2. All acts of the Commission from January 1, 2005 to the effective date of the Amendment to the Joint Powers Agreement are approved, confirmed and ratified in all respects by the Parties, acting through their City Councils.

3. Article X, Subdivision 1 is amended to read as follows:

Subdivision 1. Each member agrees to be bound by the terms of this agreement until January 1, 2015, and it may be continued thereafter at the option of the Parties.

4. Article X, Subdivision 2 of the Joint Powers Agreement is amended to read as follows:

Subdivision 2. This agreement may be terminated prior to January 1, 2015, by the unanimous consent of the members or if for any reason the Commission is reduced to less than three members. If the agreement is to be terminated, a notice of the intent to dissolve the Commission shall be sent to the Board of Water and Soil Resources and to Anoka County at least 90 days prior to the date of dissolution.

5. Except as modified herein, the Joint Powers Agreement shall remain in full force and effect.

6. This Agreement shall be effective upon ratification by the City Councils of all of the Parties and the execution of this Agreement by all Parties. Upon receipt of certified copies of resolutions approving the Amendment to this Agreement and executed copies of the Amendment by all of the Parties, the Secretary of the Commission shall supply to the City Clerk of each of the Parties a copy of the resolutions and of the signed agreement.

7. This Amendment may be executed in several counterparts, each of which, when assembled to include an original signature for each of the Parties, will constitute a complete and fully executed original.

IN WITNESS WHEREOF, the undersigned, as duly authorized by action of their City Council, have caused this Agreement to be executed in accordance with the Authority of Minn. Stats. §§ 103B.211 and 471.59.

CITY OF ANDOVER

Dated: 11-6-07

By: _____
Mike Gamache, Mayor

And by: _____
Vicki Volk, City Clerk

Dated: October 15, 2007

CITY OF ANOKA

By: _____
Bjorn Skogquist, Mayor

And by: _____
Tim Cruikshank, City Manager

Dated: October 2, 2007

CITY OF COON RAPIDS

By: _____
Tim Howe, Mayor

And by: _____
Matthew Fulton, City Manager

Dated: October 24, 2007

CITY OF RAMSEY

By: _____
Tom Gamec, Mayor

And by: _____
Jo Thieling, City Clerk

AMENDED AND RESTATED JOINT AND COOPERATIVE AGREEMENT FOR THE ESTABLISHMENT OF THE LOWER RUM RIVER WATERSHED MANAGEMENT ORGANIZATION TO PLAN, CONTROL AND PROVIDE FOR THE DEVELOPMENT OF THE LOWER RUM RIVER WATERSHED

PREFACE

The Lower Rum River Watershed lying East of the Mississippi River is a watershed that is basically a direct tributary to the Mississippi River. It encompasses all or parts of the cities of Andover, Anoka and Ramsey (the "Member Cities").

Minnesota Laws of 1982, Chapter 509, now codified as Minnesota Statutes 2012, Sections 103B.201 through 103B.255 mandated that all watersheds within the seven county Metropolitan area must be governed by a watershed management organization. The watershed is authorized to organize under a joint powers agreement pursuant to Minnesota Statutes, Sections 471.59 and 103B.211. If such an organization is not created, Anoka County shall petition for the establishment of a watershed district under Minnesota Statutes, Chapter 103D. All the cities in the Lower Rum River Watershed expressed a desire in 1985 to create a joint powers group rather than a watershed district and now desire to adopt an amended joint powers agreement to establish a watershed management organization, which will comply with the current law for management of the watershed. It is the belief of these three cities that a joint powers group will provide more efficient planning and administration of the Lower Rum River Watershed if the watershed is managed under a joint powers agreement. The goal is to leave as much control as possible with the three individual Member Cities.

It has been determined by the three Member Cities that they desire to proceed under a Joint Powers Agreement rather than under Minnesota Statutes, Chapter 103D as a watershed district. Each party to this agreement has been fully advised that the watershed management organization being created shall have the powers and responsibilities set forth in the Metropolitan Surface Water Management Act, Minnesota Statutes, Sections 103B.201 through 103B.255 and as amended by this Agreement. It is further understood and agreed that it is the intent of this agreement to assign to the watershed management organization, which has operated since 1985, the additional powers and duties assigned by the Minnesota legislature. The management of water resources is a rapidly changing field and new laws and regulations are being adopted and amended frequently and it should not be necessary to amend this agreement every time the legislature enacts a new law.

Each Member City further recognizes that this is a binding contract and failure to cooperate or to carry out a Member City's responsibilities will result in a breach of this contract.

The purpose of this organization shall be to assist the three Member Cities to preserve and use natural water storage and retention systems to:

1. Protect and preserve natural surface and groundwater storage and retention systems;

2. Minimize public capital expenditures needed to correct flooding and water quality problems;

3. Identify and plan for means to effectively protect and improve surface water and groundwater quality;

4. Establish more uniform local policies and official controls for surface water and groundwater management;

5. Prevent erosion of soil into surface water systems;

6. Promote groundwater recharge;

7. Protect and enhance fish and wildlife habitat and water recreational facilities;

8. Secure other benefits associated with the proper management of surface and groundwater; and

9. Promote and encourage cooperation among Member Cities in coordinating local surface water and groundwater plans and awareness of their neighbors' problems and to protect the public health, safety, and general welfare.

The Lower Rum River Watershed waters flow through many sub-watersheds directly to the Rum River and the Mississippi River. It is not anticipated that the Lower Rum River Watershed Management Organization will have many capital improvement projects; if it does, it is hereby expressed that the intent of this Agreement is to encourage that the solutions should be handled by agreements between the Member Cities.

It is the intent of this Agreement to subject the Member Cities to a common set of policies and to comply in all respects with the provisions of the Metropolitan Surface Water Management Act.

The purpose of this Preface is to clarify and establish for any court of review or any arbitrator or for the council members of the Member Cities the reasons and purpose for this joint and cooperative venture. The Member Cities realize that the success or failure of the Lower Rum River Watershed Organization created by this Agreement is dependent upon the sincere desire of each Member City to cooperate in the exercise of a joint power to solve joint problems. Each Member City hereby agrees to be bound by this agreement and pledges its cooperation.

JOINT AND COOPERATIVE AGREEMENT

The parties to this Agreement are governmental units of the State of Minnesota, all of

which have lands that drain surface water within the Lower Rum River Watershed and all of which have power and responsibility to construct, reconstruct, extend and maintain storm water management facilities to improve water quality, to promote groundwater recharge, and to protect, promote and preserve water resources within the Watershed. This agreement is made pursuant to the authority of Minnesota Statutes 2012, Sections 103B.201 through Section 103B.255 and Section 471.59.

NAME
I.

The parties hereby create and establish the Lower Rum River Watershed Management Organization.

GENERAL PURPOSE
II.

The general purpose of this agreement is to provide an organization that can investigate, study, plan and control the construction of facilities to drain or pond storm waters, to alleviate damage by flood waters; to improve the creek channels for drainage; to assist in planning for land use; to repair, improve, relocate, modify, consolidate or abandon, in whole or in part, drainage systems within the watershed area; to do whatever is necessary to assist in water conservation and the abatement of surface water and groundwater contamination and water pollution and the improvement of water quality; to promote ground water recharge; and to protect and enhance fish and wildlife habitat and water recreational facilities. In addition to the aforestated purposes, the organization hereby created shall serve as the watershed management organization for the Lower Rum River Watershed and shall carry out all of the duties and responsibilities outlined in Minnesota Statutes, Sections 103B.201 through 103B.255.

DEFINITIONS
III.

For the purposes of this Agreement, the terms used herein shall have the meanings as defined in this article.

Subdivision 1. "Lower Rum River Watershed Management Organization" or "LRRWMO" means the organization created by this agreement. It shall be a public agency of its members and a watershed management organization as defined in Minnesota Statutes, Section 103B.211.

Subdivision 2. "Board" means the Board of Commissioners of the LRRWMO, consisting of one Commissioner from each Member City or, in the absence of that Commissioner, that Member City's Alternate Commissioner. The Board shall be the governing body of the LRRWMO.

Subdivision 3. "Council" means the governing body of a Member City.

Subdivision 4. "Member City" means a city that enters into this agreement.

Subdivision 5. "Lower Rum River Watershed" or "Watershed" means the area generally contained within a line drawn around the extremities of all terrain with surface drainage that is tributary to the Lower Rum River and the Mississippi River and within the mapped areas delineated on the map filed with the Board of Water and Soil Resources originally filed pursuant to Minnesota Statutes, Section 473.877, Subd. 2 and as now amended by Minnesota Statutes, Chapter 103B, as such map has been amended with approval of the Board of Soil and Water Resources.

MEMBERSHIP
IV.

The Member Cities of the LRRWMO shall be the City of Andover, the City of Anoka and the City of Ramsey.

The LRRWMO may, with the ratification of the Councils of all Member Cities, invite other units of government within the Rum River Watershed to become parties to this Agreement, and in all respects thenceforth enjoy the full rights, duties, and obligations of this Agreement.

No change in governmental boundaries, structure or organizational status shall affect the eligibility of the Member City to be represented on the LRRWMO, so long as such Member City continues to exist as a separate political subdivision.

BOARD OF COMMISSIONERS
V.

Subdivision 1. The governing body of the LRRWMO shall be its Board. Each Member City shall be entitled to appoint one representative on the Board, and one alternate who may sit when the representative is not in attendance and said representative or alternate representative shall be called a "Commissioner" and "Alternate Commissioner", respectively.

Subdivision 2. The Council of each Member City shall determine the eligibility or qualification of its Commissioner and the terms of each Commissioner shall be as established by each individual Member City.

Subdivision 3. The term of each Commissioner and Alternate Commissioner appointed by each Member City shall be as determined by each Member City and until their successors are selected and qualify.

Any vacancy shall be filled for the unexpired term of any Commissioner by the Council of the Member City that appointed said Commissioner. Each Member City agrees to publish a notice of vacancies resulting from the expiration of a Commissioner's or Alternate Commissioner's term or when a vacancy exists for any reason. Publication and notice shall be in accordance with Minnesota Statutes, Section 103B.227, Subds. 1 and 2.

Subdivision 4. Each Member City agrees that its representative Commissioner will not be removed from the Board prior to the expiration of the Commissioner's term, unless said Commissioner consents in writing or unless said Member City has presented the Commissioner with charges in writing and has held a public hearing after reasonable notice to the Commissioner.

A Member City may remove a Commissioner or an Alternate Commissioner for just cause or for violation of a Code of Ethics of the Commission or a Member City, or for malfeasance, nonfeasance, or misfeasance. Said hearing shall be held by the Council of the Member City that appointed the Commissioner.

A Commissioner who is an elected official of a Member City, and who is not reelected, may be removed by the appointing Member City at the Member City's discretion. Any decision by a Member City to remove a Commissioner may be appealed to the Board of Water and Soil Resources. A certified copy of the Member City Council's Resolution removing said Commissioner shall be filed with the Secretary of the Board and shall show compliance with the terms of this section.

Subdivision 5. Each Member City shall within 30 days of appointment file with the Secretary of the Board a record of the appointment of its Commissioner and its Alternate Commissioner. The LRRWMO shall notify the Board of Water and Soil Resources of Commissioner appointments and vacancies within 30 days after receiving notice from the Member Cities. Member Cities shall fill all vacancies within 90 days after the vacancy occurs.

Subdivision 6. Commissioners shall serve without compensation from the LRRWMO, but this shall not prevent a Member City from providing compensation for its Commissioner for serving on the Board, if such compensation is authorized by such Member City and by law. LRRWMO funds may be used to reimburse a Commissioner or Alternate Commissioner for expenses incurred in performing LRRWMO business if authorized by the Board.

Subdivision 7. At the first meeting of the Board and in February of each year thereafter, the Board shall elect from its Commissioners a Chair, a Vice Chair, a Secretary, a Treasurer, and such other officers as it deems necessary to conduct its meetings and affairs. At the organizational meeting or as soon thereafter as it may be reasonably done, the Board shall adopt rules and regulations governing its meetings. Such rules and regulations may be amended from time to time at either a regular or a special meeting of the Board provided that a ten-day prior notice of the proposed amendment has been furnished to each person to whom notice of the Board meetings is required to be sent. A majority vote of all eligible votes of the then existing Commissioners shall be sufficient to adopt any proposed amendment to such rules and regulations.

The Board shall notify each Member City of the location and time of regular and special meetings called or established by the Board. A meeting shall be held at least annually, and all meetings shall be called and open to the public pursuant to Minnesota Statutes, Chapter 13D.

POWERS AND DUTIES OF THE BOARD
VI.

Subdivision 1. The LRRWMO, acting by its duly appointed Board of Commissioners, shall as it relates to flood control, water quality, ground water recharge and water conservation or in the construction of facilities and other duties as set forth in Minnesota Statutes, Chapter 103B and in Rules and Regulations of the Board of Water and Soil Resources, have the powers and duties set out in this Article and as prescribed by law.

Subdivision 2. It may employ such persons or contract with consultants as it deems necessary to accomplish its duties and powers, and any such persons or consultants shall be considered LRRWMO staff.

Subdivision 3. It may contract for space and for material and supplies to carry on its activities either with a Member City or elsewhere.

Subdivision 4. It may acquire necessary personal property to carry out its powers and its duties.

Subdivision 5. It shall develop an overall plan containing a capital improvement program within a reasonable time after qualifying, and said plan shall meet all of the requirements as established in Minnesota Statutes, Chapter 103B. Said overall plan shall establish a comprehensive goal for the development of the Lower Rum River Watershed and shall establish a proposed procedure for accomplishing the purposes of the LRRWMO as set forth in Article II.

Subdivision 6. It shall make necessary surveys or utilize other reliable surveys and data and develop projects to accomplish the purposes for which the LRRWMO is organized.

Subdivision 7. It may cooperate or contract with the State of Minnesota or any subdivision thereof or federal agency or private or public organization to accomplish the purposes for which it is organized.

Subdivision 8. It may, if necessary to implement the plan, order any Member City or Member Cities to construct, clean, repair, alter, abandon, consolidate, reclaim or change the course or terminus of any ditch, drain, storm sewer, or water course, natural or artificial, within the Lower Rum River Watershed.

The Member Cities further understand and agree that the LRRWMO in reviewing, ordering, or authorizing these projects will use the best management practices required to meet state and federal statutes and regulations. The LRRWMO will also consider the ability of the Member Cities to fund the enforcement of local controls and any ordered capital improvements. The LRRWMO shall incorporate financial review and anticipated sources of revenue as a part of the overall management plan and as a part of local water management plans.

Subdivision 9. It may order any Member City or Member Cities to acquire, operate, construct or maintain dams, dikes, reservoirs and appurtenant works or other improvements

necessary to implement the overall plan.

The Member Cities further understand and agree that the LRRWMO in reviewing, ordering, or authorizing these projects will use the best management practices required to meet state and federal statutes and regulations. The LRRWMO will also consider the ability of the Member Cities to fund the enforcement of local controls and any ordered capital improvements. The LRRWMO shall incorporate financial review and anticipated sources of revenue as a part of the overall management plan and as a part of local water management plans.

Subdivision 10. It shall regulate, conserve and control the use of storm and surface water and groundwater within the Watershed necessary to implement the overall plan.

Subdivision 11. It shall contract for or purchase such insurance as the Board deems necessary for the protection of the LRRWMO.

Subdivision 12. It may establish and maintain devices for acquiring and recording hydrological and water quality data within the Watershed.

Subdivision 13. It may enter upon lands, in a lawful manner, within or without the Watershed to make surveys and investigations to accomplish the purposes of the LRRWMO. The LRRWMO shall be liable for actual damages resulting therefrom but every person who claims damages shall serve the Chair or Secretary of the Board with a Notice of Claim as required by Minnesota Statutes, Section 466.05.

Subdivision 14. It shall provide any Member City with technical data or any other information of which the LRRWMO has knowledge that will assist the Member City in preparing land use classifications or local water management plans within the Watershed.

Subdivision 15. It may provide legal and technical assistance in connection with litigation or other proceedings between one or more of its Member Cities and any other political subdivision, commission, board or agency relating to the planning or construction of facilities to drain or pond storm waters or relating to water quality within the Watershed. The use of LRRWMO funds for litigation shall be only upon a favorable vote of a majority of the eligible votes of the then existing Commissioners.

Subdivision 16. It may accumulate reserve funds for the purposes herein mentioned and may invest funds of the LRRWMO not currently needed for its operations, in the manner and subject to the laws of Minnesota applicable to statutory cities.

Subdivision 17. It may collect monies, subject to the provisions of this agreement, from its Member Cities, Anoka County and from any other source approved by a majority of its Commissioners.

Subdivision 18. It may accept gifts, apply for and use grants or loans of money or other property from the United States, the State of Minnesota, a unit of government or other governmental unit or organization, or any person or entity for the purposes described herein; may

enter into any reasonable agreement required in connection therewith; may comply with any laws or regulations applicable thereto; and may hold, use, and dispose of such money or property in accordance with the terms of the gift, grant, loan or agreement relating thereto.

Subdivision 19. It may make contracts, incur expenses and make expenditures necessary and incidental to the effectuation of these purposes and powers and may disburse therefor in the manner hereinafter provided.

Subdivision 20. It shall cause to be made an annual audit by a certified public accountant or the state auditor of the books and accounts of the LRRWMO and shall make and file a report to its Member Cities at least once each year including the following information:

a. the approved budget;
b. a reporting of revenues;
c. a reporting of expenditures;
d. a financial audit report or section that includes a balance sheet, a classification of revenues and expenditures, an analysis of changes in final balances, and any additional statements considered necessary for full financial disclosure; and
e. the status of all LRRWMO projects and work within the Watershed;

Copies of said report shall be transmitted to the Clerk of each Member City.

Subdivision 21. Its books, reports and records shall be available for and open to inspection by its Member Cities at all reasonable times.

Subdivision 22. It may recommend changes in this agreement to its Member Cities.

Subdivision 23. It may exercise all other powers necessary and incidental to the implementation of the purposes and powers set forth herein and as outlined and authorized by Minnesota Statutes, Sections 103B.201 through 103B.255.

Subdivision 24. It shall cooperate with the State of Minnesota, the Commissioner of Natural Resources and the Director of the Division of Waters, Soils and Minerals of the Department of Natural Resources in complying with the requirements of Minnesota Statutes, Chapter 103G.

Subdivision 25. Each Member City reserves the right to conduct separate or concurrent studies on any matter under study by the LRRWMO.

Subdivision 26. It shall establish a procedure for establishing citizen or technical advisory committees and provide other means of public participation.

Subdivision 27. Where the LRRWMO is authorized or requested to review and make recommendations on any matter, the LRRWMO shall act on such matter within sixty (60) days of receipt of the matter referred. Failure of the LRRWMO to act within sixty (60) days shall constitute approval of the matter referred, unless the LRRWMO requests and receives from the

referring unit of government an extension of time to act on the matter referred. Where the LRRWMO makes recommendation of any matter to a Member City, the Council of a Member City not acting in accordance with such recommendation shall submit a written statement of its reasons for doing otherwise to the LRRWMO within ten (10) days of its decision to act contrary to the LRRWMO's recommendation. The LRRWMO shall review the written statement and if determined insufficient by the LRRWMO, request written clarification within an additional ten (10) days.

METHOD OF PROCEEDING
VII.

Subdivision 1. The procedures to be followed by the Board in carrying out the powers and duties set forth in Article VI, Subdivisions 5, 6, 7, 8, 9, and 10, shall be as set forth in this Article.

Subdivision 2. The Board has previously prepared the overall plan as required in Article VI, Subdivision 5. This plan shall be updated as required by state law. The Board shall proceed to implement said plan, and this implementation may be ordered by stages.

Subdivision 3. No project that will channel or divert additional waters to subdistrict and subtrunks that cross municipal boundaries shall be commenced by any Member City prior to approval of the Board of the design of an adequate outlet or of adequate storage facilities.

Subdivision 4. Ordering Improvements. All construction, reconstruction, extension or maintenance of outlets for the various subdistrict and subtrunks, including outlets, lift stations, dams, reservoirs, or other appurtenances of a surface water or storm sewer system that involve construction by, or assessment against, any Member City or against privately or publicly owned land within the Watershed shall follow the statutory procedures outlined in Chapter 429 of the Minnesota Statutes except as herein modified.

The Board shall secure from its engineers or some other competent person a report advising it in a preliminary way as to whether the proposed improvement is feasible and whether it shall best be made as proposed or in connection with some other improvement and the estimated cost of the improvement as recommended and the proposed allocation of costs between Member Cities.

The Board shall then hold a public hearing on the proposed improvement after mailed notice to the Clerk of each Member City. The Board shall not be required to mail or publish notice except by said notice to the Clerk. Said notice shall be mailed not less than 45 days before the hearing, shall state the time and place of the hearing, the general nature of the improvement, the estimated total cost and the estimated cost to each Member City. The Board may adjourn said hearing to obtain further information, may continue said hearing pending action of the Member Cities or may take such other action as it deems necessary to carry out the purposes of the LRRWMO.

To order the improvement, in accordance with the powers and duties established in Article VI, Subdivisions 7, 8 and 9, a resolution setting forth the order for a capital improvement project shall require a favorable vote by two-thirds of all eligible votes of the then existing Commissioners. (In all cases other than for a capital improvement project, a majority vote of all eligible Commissioners shall be sufficient to order the work.) The order shall describe the improvement, shall allocate in percentages the cost between the Member Cities, shall designate the engineers to prepare plans and specifications, and shall designate the Member City that will contract for the improvement in accordance with Subdivision 7 of this Article. In determining how costs of a capital improvement shall be allocated among Member Cities, the Board shall consider whether the improvement benefits one or more subwatersheds rather than the Lower Rum River Watershed as a whole.

After the Board has ordered an improvement it shall forward to all Member Cities an estimated time schedule for the construction of said improvement. The Board shall allow an adequate amount of time, and in no event less than 45 days, for each Member City to conduct hearings, in accordance with the provisions of the aforestated Chapter 429, or the charter requirements of any city, or to ascertain the method of financing that said Member City will utilize to pay its proportionate share of the costs of the improvement. Each Member City shall ascertain within a period of 90 days the method it shall use to pay its proportionate share of the costs.

If the LRRWMO proposes to utilize Anoka County's bonding authority as set forth in Minnesota Statutes, Section 103B.251, or if the LRRWMO proposes to certify all or any part of a capital improvement to Anoka County for payment, then and in that event all proceedings shall be carried out in accordance with the provisions set forth in said Section 103B.251.

Subdivision 5. Any Member City being aggrieved by the determination of the Board as to the allocation of the costs of said improvement shall have 30 days after the Board resolution ordering the improvement to appeal said determination. Failure of a Member City to appeal the determination of the Board within such 30-day period shall be deemed to be consent to and agreement with the cost allocation in the Board's resolution. An appeal shall be in writing and shall be addressed to the Board asking for arbitration. The determination of the Member City's appeal shall be referred to a board of arbitration. The board of arbitration shall consist of three persons; one to be appointed by the Board, one to be appointed by the appealing Member City, and the third to be appointed by the two so selected. In the event the two persons so selected do not appoint the third person within 15 days after their appointment, then the Chief Judge of the District Court of Anoka County shall have jurisdiction to appoint, upon application of either or both of the two earlier selected, the third person to the board of arbitration. The third person selected shall not be a resident of any Member City and if appointed by the Chief Judge said person shall be a registered professional engineer. The arbitrators' expenses and fees, together with the other expenses, not including counsel fees, incurred in the conduct of the arbitration shall be divided equally between the LRRWMO and the appealing Member City. Arbitration shall be conducted in accordance with the Uniform Arbitration Act, Minnesota Statutes, Chapter 572B. Arbitration shall be non-binding unless the LRRWMO and the appealing Member City agree to binding arbitration. If the parties agree to binding arbitration the decision of the board of arbitration shall be final and the parties to the arbitration will be deemed to have consented to

and agreed with the decision. If these parties do not agree to binding arbitration, any party that does not agree with and consent to the decision of the board of arbitration must notify the Board in writing within 30 days of receipt of the decision of the board of arbitration that it does not consent to or agree with the decision. Failure to so notify the Board shall be deemed consent to and agreement with the decision of the board of arbitration. Unless the parties agree with the decision of the board of arbitration, capital improvements can only be funded in accordance with Minnesota Statutes, Section 103B.251, or secured from other sources.

Subdivision 6. The Board shall not order and no engineer shall be authorized by the Board to prepare plans and specifications before the Board has adopted a resolution ordering the improvement. The Board may order the advertising for bids upon receipt of notice from each Member City that will be assessed that it has completed its hearing or determined its method of payment or upon expiration of 90 days after the mailing of the preliminary report to the Member City.

Subdivision 7. Contracts for Improvements. All contracts that are to be let as a result of the Board's order to construct, repair, alter, reclaim or change the course or terminus of any ditch, drain, storm sewer, watercourse, or to acquire, operate, construct or maintain dams, dikes, reservoirs or their appurtenances or to carry out any of the other provisions of the plan as authorized by Minnesota Statutes, and for which two or more Member Cities shall be responsible for the costs, shall be let in accordance with the provisions of Minnesota Statutes, Section 429.041 of the Minnesota Statutes. The bidding and contracting of said work shall be let by any one of the Member Cities, as ordered by the Board, after compliance with the statutes. All contracts and bidding procedures shall comply with all the requirements of law applicable to contracts let by a statutory city in the State of Minnesota.

The LRRWMO shall not have the authority to contract in its own name for any improvement work for which a special assessment will be levied against any private or public property under the provisions of Minnesota Statutes, Chapter 429 or under the provisions of any City charter. This section shall not preclude the LRRWMO from proceeding under Minnesota Statutes, Section 103B.251.

Subdivision 8. Contracts with Other Governmental Bodies. The LRRWMO may exercise the powers set forth in Article VI, Subdivision 7, but said contracts for a capital improvement shall require a favorable vote of two-thirds majority of the eligible votes of the then existing Commissioners.

Subdivision 9. Supervision. All improvement contracts awarded under the provisions of Subdivision 7 of this Article shall be supervised by the Member City awarding said contract or said Member City may contract or appoint any qualified staff member or members of the LRRWMO to carry out said supervision, but each Member City agrees that the staff of the LRRWMO shall be authorized to observe and review the work in progress and the Member Cities agree to cooperate with the LRRWMO staff in accomplishing the purposes of the LRRWMO. Representatives of the LRRWMO shall have the right to enter upon the place or places where the improvement work is in progress for the purpose of making reasonable tests and inspections. The staff of the LRRWMO shall report, advise and recommend to the Board on

the progress of said work.

Subdivision 10. Land Acquisition. The LRRWMO shall not have the power of eminent domain. The Member Cities agree that any and all easements or interests in land that are necessary will be negotiated or condemned in accordance with Minnesota Statutes, Chapter 117 by the Member City wherein said lands are located, and each Member City agrees to acquire the necessary easements or right-of-way or partial or complete interest in land upon order of the Board to accomplish the purposes of this agreement. All reasonable costs of said acquisition shall be considered as a cost of the improvement. If a Member City determines it is in the best interests of that Member City to acquire additional lands, in conjunction with the taking of lands for storm and surface drainage or storage, for some other purposes, the costs of said acquisition will not be included in the improvement costs of the ordered project. The Board in determining the amount of the improvement costs to be assessed to each Member City may take into consideration the land use for which said additional lands are being acquired and may credit the acquiring Member City for said land acquisition to the extent that it benefits the other Member Cities. Any credits may be applied to the cost allocation of the improvement project under construction or the Board, if feasible and necessary, may defer said credits to a future project.

If any Member City refuses to negotiate or condemn lands as ordered by the Board, any other Member City may negotiate or condemn outside its corporate limits in accordance with Minnesota Statutes, Chapter 117. All Member Cities agree that they will not condemn or negotiate for land acquisition to pond or drain storm and surface waters within the corporate boundaries of another Member City within the Lower Rum River Watershed except upon order of the Board.

The LRRWMO shall have authority to establish land acquisition policies as a part of the overall plan.

Subdivision 11. Pollution Control and Water Quality. The LRRWMO shall have the authority and responsibility to protect and improve water quality in the Watershed as this is one of the main purposes set forth in the Surface Water Management Act. All Member Cities agree that they will refuse to allow the drainage of sanitary sewage or industrial wastes onto any lands or into any water course or storm sewer draining into the Rum River or Mississippi River. The Board may investigate on its own initiative and shall investigate upon petition of any Member City all complaints relating to pollution of surface water or ground water draining to or affecting the Rum River or the Mississippi River or their tributaries. Upon a finding that the creek or surface waters or groundwater are being polluted, the Board shall order the Member City to abate this nuisance and each Member City agrees that it will take all reasonable action available to it under the law to alleviate the pollution and to assist in protecting and improving the water quality of surface water and groundwater in the Watershed.

Subdivision 12. Local Water Management Plans. The LRRWMO shall have power and authority to review the Member Cities' local water management plans, capital improvements relating to surface water management programs and official controls required by Minnesota Statutes, Section 103B.235 and/or by rules promulgated and adopted by the Board of Water and Soil Resources.

FINANCES
VIII.

Subdivision 1. The LRRWMO funds may be expended by the Board in accordance with this agreement and in accordance with the procedures as established by law and as may be determined by the Board. The Board shall designate one or more national or state bank or trust companies, authorized by Minnesota Statutes, Chapters 118 and 427 to receive deposits of public moneys and to act as depositories for the LRRWMO funds. In no event shall there be a disbursement of LRRWMO funds without the signature of at least two Board members, one of whom shall be the Treasurer or Authorized Deputy Treasurer. The Treasurer shall be required to file with the Secretary of the Board a bond in the sum of at least $10,000 or such higher amount as shall be determined by the Board. The LRRWMO shall pay the premium on said bond.

Subdivision 2. Each Member City agrees to contribute each year to a general fund, said fund to be used for general administration purposes including, but not limited to: salaries, rent, supplies, development of an overall plan, engineering and legal expenses, insurance, and bonds, and to purchase and maintain devices to measure hydrological and water quality data. Said funds may also be used for normal maintenance of the facilities, but any extraordinary maintenance or repair expense shall be treated as an improvement cost and processed in accordance with Subdivision 5 of this Article. The annual contribution by each Member City shall be based fifty percent (50%) on the net tax capacity of all property within the Watershed and fifty percent (50%) on the basis of the total area of each Member City within the boundaries of the Watershed each year to the total area in the Lower Rum River Watershed governed by this Agreement.

Subdivision 3.

(a) An improvement fund shall be established for each improvement project instituted under Article VII, Subdivision 4. In all cases in which capital improvements are to be paid in whole or in part by Member Cities, each Member City agrees to contribute to said fund its agreed-upon proportionate share of the engineering, legal and administrative costs as determined in accordance with Article VII, Subdivisions 4 and 5 as the amount to be assessed against each Member City as a cost of the improvement. The Board shall submit in writing a statement to each Member City, setting forth in detail the expenses incurred by the LRRWMO for each project. Each Member City further agrees to pay to or contract with the Member City awarding said contract for the improvement, its agreed-upon proportionate share of the cost of the improvement in accordance with the determination of the Board under Article VII, Subdivisions 4 and 5. The Member City awarding the contract shall submit in writing copies of the engineer's certificate authorizing payment during construction and the Member City being billed agrees to pay its proportionate share of said improvement costs within 30 days after receipt of the statement. The Member City awarding the contract shall advise other contributing Member Cities of the tentative time schedule of the work and the estimated times when the contributions shall be necessary.

(b) The LRRWMO and Anoka County may establish a maintenance fund to be used for normal and routine maintenance of an improvement constructed in whole or in part with money provided by Anoka County pursuant to Minnesota Statutes, Section 103B.251. The levy and collection of an ad valorem tax levy for maintenance shall be by Anoka County based upon a tax levy resolution adopted by a majority vote of all eligible Commissioners and remitted to the County on or before the date prescribed by law each year. If it is determined to levy for maintenance, the LRRWMO shall be required to follow the hearing process established by Minnesota Statutes, Sections 103D.915 and 103D.921. Mailed notice shall be sent to the Clerk of each Member City at least 30 days prior to the hearing.

Subdivision 4. On or before July 1 of each year, the Board shall adopt a detailed budget for the ensuing year and decide upon the total amount necessary for the general fund. Budget approval shall require a favorable vote by a majority of all eligible votes of the then existing Commissioners.

The secretary of the Board shall certify the budget on or before July 1 to the Clerk of each Member City together with a statement of the proportion of the budget to be provided by each Member City.

The Council of each Member City agrees to review the budget, and the Board shall upon notice from any Member City received prior to August 1, hear objections to the budget, and may, upon notice to all Member Cities and after a hearing, modify or amend the budget, and then give notice to the Member Cities of any and all modifications or amendments.

Each Member City agrees to provide the funds required by the budget and said determination shall be conclusive if no Member City enters objections in writing on or before August 1. If no objections are submitted to the Board, each Member City agrees to provide the funds approved by the Board, after the Board has conducted the aforementioned hearing. Modifications or amendments to the original budget require a favorable vote by a majority of all eligible voters of then existing Commissioners.

The schedule of payments by the Member Cities shall be determined by the Board in such a manner as to provide for an orderly collection of the funds needed.

Upon notice and hearing, the Board by a favorable vote of a majority of all eligible votes of then existing Commissioners may adopt a supplemental budget requiring additional payments by the Member Cities within 60 days of its adoption but in no event shall the budget require any Member City to contribute in excess of one half of one percent of the net tax capacity of all taxable property within the Watershed and within the Member City's corporate boundaries in any one calendar year.

Member Cities' attention is drawn to Minnesota Statutes, Section 103B.245, which authorizes a Watershed Management Tax District to be created within each Member City to pay the costs of planning and for the purpose of paying capital costs and/or normal and routine

maintenance of facilities.

Subdivision 5. Cost Allocation. General costs of operating the LRRWMO shall be as set forth in Article VIII, Subdivision 2. Costs of capital projects to be paid by Member Cities will be determined in accordance with Articles VII, Subdivisions 4 and 5 and paid in accordance with Article VIII, Subdivision 3.

MISCELLANEOUS PROVISIONS
IX.

Subdivision 1. The LRRWMO shall not have the power to issue certificates, warrants or bonds.

Subdivision 2. The LRRWMO shall not have the power of eminent domain and shall not own any interest in real property. All interests in lands shall be held in the name of the Member City wherein said lands are located.

Subdivision 3. The LRRWMO shall not have the power to levy a special assessment upon any privately or publicly owned land. All such assessments shall be levied by the Member City wherein said lands are located. The LRRWMO shall have the power to require any Member City to contribute the costs allocated or assessed according to the other provisions of this agreement.

Subdivision 4. Each Member City agrees that it will not directly or indirectly collect or divert any additional surface water to the Lower Rum River or the Mississippi River or their tributaries from any subdistrict or subtrunk without a permit from the Board. Permits may be granted by the Board for a Member City to proceed with the construction or reconstruction of improvements within the Member City's boundaries and at its sole cost upon a finding:

(1) that there is an adequate outlet;
(2) that said construction is in conformance with the overall plan;
(3) that the construction will not adversely affect other Member Cities.

Subdivision 5. Any Member City that is more than 60 days in default in contributing its share to the general fund shall have the vote of its Commissioner suspended pending the payment of its proportionate share.

Any Member City that is more than 60 days in default in contributing its proportionate share of the cost of any improvement to the contracting Member City shall upon application of the contracting Member City have the vote of its Commissioner suspended, pending the payment of its proportionate share.

Any Member City whose vote is under suspension shall not be considered as an eligible Member City as such membership affects the number of votes required to proceed on any matter under consideration by the Board.

Subdivision 6. Enforcement. Member Cities agree to be bound by the determination of the Commission and to agree to use their best efforts to carry out directives from the Commission; failure to respond may result in a legal action by the Commission to require the Member City to act under a court order.

DURATION
X.

Subdivision 1. Each Member City agrees to be bound by the terms of this agreement until January 1, 2025, and it may be continued thereafter at the option of the Member Cities.

Subdivision 2. This agreement may be terminated prior to January 1, 2025, by the unanimous consent of the Member Cities or if for any reason the LRRWMO is reduced to less than three Member Cities. If the agreement is to be terminated, a notice of the intent to dissolve the LRRWMO shall be sent to the Board of Water and Soil Resources and to Anoka County at least 90 days prior to the date of dissolution.

Subdivision 3. In addition to the manner provided in Subdivision 2 for termination, any Member City may petition the Board to dissolve the agreement. Upon 30 days' notice in writing to the Clerk of each Member City and the Board of Water and Soil Resources and Anoka County, the Board shall hold a hearing and upon a favorable vote by a majority of all eligible votes of then existing Commissioners, the Board may by Resolution recommend that the LRRWMO be dissolved. Said Resolution shall be submitted to each Member City and if ratified by two-thirds of the Councils of all Member Cities within 60 days, said Board shall dissolve the LRRWMO allowing a reasonable time to complete work in progress and to dispose of personal property owned by the LRRWMO.

DISSOLUTION
XI.

Upon dissolution of the LRRWMO, all property of the LRRWMO shall be sold and the proceeds thereof, together with monies on hand, shall be distributed to the eligible Member Cities. Such distribution of LRRWMO assets shall be made in proportion to the total contribution to the LRRWMO as required by the last annual budget.

EFFECTIVE DATE
XII.

This agreement shall be in full force and effect upon the filing of a certified copy of the resolution approving said agreement by all three Member Cities, for the Lower Rum River Watershed area to be governed by this Agreement. Said resolution shall be filed with the City Manager of the City of Anoka, who shall notify all Member Cities in writing of its effective date. The effective date of the new amended Joint Powers Agreement shall be when approved by all the Member Cities and when the Mayor and other authorized City representatives have executed the amended agreement.

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, have caused this agreement to be executed in accordance with the authority of Minnesota Statutes, Sections 103B.211 and 471.59.

Approved by the City Council

September 2, 2014

CITY OF ANDOVER

By: _____

Attest: _____

Approved by the City Council

Dated: July 7, 2014

CITY OF ANOKA

By: _____

Attest: _____

Approved by the City Council

August 26, 2014

CITY OF RAMSEY

By: Saul Stra

Attest: Heidi M. Kiesling

Summary report: Litera Compare for Word 11.7.0.54 Document comparison done on 5/12/2024 11:21:16 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: dm://DOCSOPEN/438695/5	
Modified DMS: dm://DOCSOPEN/951303/1	
Changes:	
Add	515
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Move To	0
Table Insert	0
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	857

Comments back by October 11th.

extend 30 days to 60 days

DRAFT
5-12-24

~~AMENDED AND RESTATED JOINT AND COOPERATIVE AGREEMENT FOR THE ESTABLISHMENT OF~~ ~~THE~~ LOWER RUM RIVER WATERSHED MANAGEMENT ORGANIZATION JOINT POWERS AGREEMENT ~~TO PLAN, CONTROL AND PROVIDE FOR THE DEVELOPMENT OF THE LOWER RUM RIVER WATERSHED~~

THIS JOINT POWERS AGREEMENT is made and entered into by and among the cities of Andover, Anoka, and Ramsey. The cities that are parties to this Agreement may hereafter be referred to individually as a "Member" or collectively as the "Members."

~~PREFACE~~RECITALS

A. The Lower Rum River Watershed ~~lying~~is located East of the Mississippi River ~~is a watershed that is basically~~and is essentially a direct tributary to the Mississippi River. ~~It~~The watershed encompasses all or parts of the cities of Andover, Anoka, and Ramsey ~~(the "Member Cities")~~.

~~Minnesota Laws of 1982, Chapter 509, now codified as Minnesota Statutes 2012, Sections 103B.201 through 103B.255 mandated that all watersheds within the seven county Metropolitan area must be governed by a watershed management organization. The watershed is authorized to organize under a joint powers agreement pursuant to Minnesota Statutes, Sections 471.59 and 103B.211. If such an organization is not created, Anoka County shall petition for the establishment of a watershed district under Minnesota Statutes, Chapter 103D. All the cities in the Lower Rum River Watershed expressed a desire in 1985 to create a joint powers group rather than a watershed district and now desire to adopt an amended joint powers agreement to establish a watershed management organization, which will comply with the current law for management of the watershed. It is the belief of these three cities that a joint powers group will provide more efficient planning and administration of the Lower Rum River Watershed if the watershed is managed under a joint powers agreement. The goal is to leave as much control as possible with the three individual Member Cities.~~

B. Local government units in the metropolitan area are required by the Metropolitan Water Management Program (Minn. Stat. § 103B.201 to 103B.255) to plan for and manage surface water.

~~It has been determined by the three Member Cities that they desire to proceed under a Joint Powers Agreement rather than under Minnesota Statutes, Chapter 103D as a watershed district. Each party to this agreement has been fully advised that the watershed management organization being created shall have the powers and responsibilities set forth in the Metropolitan Surface Water Management Act, Minnesota Statutes, Sections 103B.201 through 103B.255 and as amended by this Agreement. It is further understood and agreed that it is the intent of this agreement to assign to the watershed management organization, which has operated since 1985, the additional powers and duties assigned by the Minnesota legislature. The~~

~~management of water resources is a rapidly changing field and new laws and regulations are being adopted and amended frequently and it should not be necessary to amend this agreement every time the legislature enacts a new law.~~

C. Under the Act, one of the options available to local government units to satisfy its requirements is to adopt a joint powers agreement pursuant to Minn. Stat. § 471.59 to establish a watershed management organization to jointly plan for and manage surface water within a watershed.

~~Each Member City further recognizes that this is a binding contract and failure to cooperate or to carry out a Member City's responsibilities will result in a breach of this contract.~~

D. The Members elected to exercise their authority under the Act to adopt a joint powers agreement in 1985 establishing the Lower Rum River Watershed Management Commission to cooperatively manage and plan for the management of surface water within the watershed.

E. The original joint powers agreement has been updated over time and the term of the current joint powers agreement expires at the end of 2024.

~~The purpose of this organization shall be to assist the three Member Cities to preserve and use natural water storage and retention systems to:~~

F. The Members previously acted pursuant to their authority to establish the "Lower Rum River Watershed Board of Commissioners" and said Board is hereby reaffirmed as the entity charged with the authority and responsibility to manage the Commission.

~~1. Protect and preserve natural surface and groundwater storage and retention systems;~~

G. The Board has previously acted to adopt a Watershed Management Plan for the watershed and has regularly updated the Watershed Management Plan in accordance with law.

~~2. Minimize public capital expenditures needed to correct flooding and water quality problems;~~

H. The parties desire to enter into this Agreement to reaffirm the Commission and the Board in furtherance of its efforts to continue working cooperatively to prepare and administer a surface water management plan to manage surface water within the watershed in accordance with the Act and Minn. R., chap. 8410.

~~3. Identify and plan for means to effectively protect and improve surface water and groundwater quality;~~

~~4. Establish more uniform local policies and official controls for surface water and groundwater management;~~

~~5. Prevent erosion of soil into surface water systems;~~

~~6. Promote groundwater recharge;~~

AGREEMENT

~~7. Protect and enhance fish and wildlife habitat and water recreational facilities;~~

In consideration of the mutual promises and agreements contained herein, the parties mutually agree as follows:

~~8. Secure other benefits associated with the proper management of surface and groundwater; and~~

SECTION I
ESTABLISHMENT, GENERAL PURPOSE, AND DEFINITIONS

~~9. Promote and encourage cooperation among Member Cities in coordinating local surface water and groundwater plans and awareness of their neighbors' problems and to protect the public health, safety, and general welfare.~~

1.1 Reaffirming the Establishment. The Members hereby reaffirm and ratify the establishment and continued operation of the "Lower Rum River Watershed Management Organization" pursuant to the Act and such other laws and rules as may apply.

1.2 General Purpose. The general purpose of this Agreement is to continue the Commission and its work on behalf of the Members to cooperatively adopt, administer, and update as needed the Watershed Management Plan, and to carry out the purposes identified in Minn. Stat. § 103B.201. The plan and programs shall operate within the boundaries of the Lower Rum River Watershed ("**Watershed**") as identified in the official map filed with the Minnesota Board of Soil and Water Resources. The most current version of the official map defining the boundaries of the Watershed is incorporated herein by reference. The boundaries of the Watershed are subject to change utilizing the procedure set out in Minn. Stat. § 103B.225 as may be needed to better reflect the hydrological boundaries of the Area.

1.3 ~~The Lower Rum River~~Projects; Generally. Waters from the Watershed ~~waters~~ flow through many sub-watersheds directly to the Rum River and the Mississippi River. ~~It is not anticipated that the Lower Rum River Watershed Management Organization will have many capital improvement projects; if~~The Commission does not have many CIP Projects and, to the extent it does have a project, it is ~~hereby expressed that~~ the intent of this Agreement ~~is~~ to encourage that the solutions should be handled by agreements between the ~~Member Cities~~Members.

~~It is the intent of this Agreement to subject the Member Cities to a common set of policies and to comply in all respects with the provisions of the Metropolitan Surface Water Management Act.~~

1.4 Definitions. The definitions contained in Minn. Stat. § 103B.205 and Minn. R., part 8410.0020 are hereby adopted by reference, except that the following terms shall have the meanings given them in this section.

~~The purpose of this Preface is to clarify and establish for any court of review or any arbitrator or for the council members of the Member Cities the reasons and purpose for this joint~~

~~and cooperative venture. The Member Cities realize that the success or failure of the Lower Rum River Watershed Organization created by this Agreement is dependent upon the sincere desire of each Member City to cooperate in the exercise of a joint power to solve joint problems. Each Member City hereby agrees to be bound by this agreement and pledges its cooperation.~~

(a) Act. "Act" means the Metropolitan Surface Water Management Program set out in Minn. Stat. §§ 103B.201 to 103B.255.

~~JOINT AND COOPERATIVE AGREEMENT~~

(b) Alternate Commissioner. "Alternate Commissioner" means the person appointed by a Member to serve as its alternate to represent the Member on the Board in the absence or disability of its appointed Commissioner.

~~The parties to this Agreement are governmental units of the State of Minnesota, all of which have lands that drain surface water within the Lower Rum River Watershed and all of which have power and responsibility to construct, reconstruct, extend and maintain storm water management facilities to improve water quality, to promote groundwater recharge, and to protect, promote and preserve water resources within the Watershed. This agreement is made pursuant to the authority of Minnesota Statutes 2012, Sections 103B.201 through Section 103B.255 and Section 471.59.~~

(c) Board. "Board" means the board of commissioners established by this Agreement to manage and make decisions on behalf of the Lower Rum River Watershed Management Commission.

(d) Capital Improvement. "Capital Improvement" has the meaning given it in Minn. R., part 8410.0020, subp. 3 and includes the purchase of capital equipment that satisfies the eligibility criteria established by the Board for funding as a CIP Project.

~~NAME~~

~~I.~~

~~The parties hereby create and establish the Lower Rum River Watershed Management Organization.~~

(e) Capital Improvement Program. "Capital Improvement Program" has the meaning given the term in Minn. Stat. § 103B.205, subd. 3.

(f) CIP Project. "CIP Project" means a planned Capital Improvement that is part of the Commission's Capital Improvement Program, is set out in its Water Management Plan, and is eligible for funding by the Commission.

~~GENERAL PURPOSE~~

~~II.~~

~~The general purpose of this agreement is to provide an organization that can investigate, study, plan and control the construction of facilities to drain or pond storm waters, to alleviate damage by flood waters; to improve the creek channels for drainage; to assist in planning for land use; to repair, improve, relocate, modify, consolidate or abandon, in whole or in part,~~

~~drainage systems within the watershed area; to do whatever is necessary to assist in water conservation and the abatement of surface water and groundwater contamination and water pollution and the improvement of water quality; to promote ground water recharge; and to protect and enhance fish and wildlife habitat and water recreational facilities. In addition to the aforestated purposes, the organization hereby created shall serve as the watershed management organization for the Lower Rum River Watershed and shall carry out all of the duties and responsibilities outlined in Minnesota Statutes, Sections 103B.201 through 103B.255.~~

~~DEFINITIONS~~

~~III.~~

~~For the purposes of this Agreement, the terms used herein shall have the meanings as defined in this article.~~

~~Subdivision 1. "Lower Rum River Watershed Management Organization" or "LRRWMO" means the organization created by this agreement. It shall be a public agency of its members and a watershed management organization as defined in Minnesota Statutes, Section 103B.211.~~

~~Subdivision 2. "Board" means the Board of Commissioners of the LRRWMO, consisting of one Commissioner from each Member City or, in the absence of that Commissioner, that Member City's Alternate Commissioner. The Board shall be the governing body of the LRRWMO.~~

(g) ~~Subdivision 3. "~~City Council. "City Council" means the ~~governing body~~city council of a Member ~~City~~to this Agreement.

~~Subdivision 4. "Member City" means a city that enters into this agreement.~~

(h) Commission. "Commission" means the watershed management organization established by this Agreement in accordance with the Act, the full name of which is the "Lower Rum River Watershed Management Commission."

(i) Commissioner. "Commissioner" means the person appointed by a Member as its primary representative on the Board.

(j) County. "County" means Anoka County, Minnesota.

(k) Local Water Plan. "Local Water Plan" means the local water management plan each Member is required to develop and have reviewed as provided in Minn. Stat. § 103B.235 and Minn. R., part 8410.0160.

(l) Member. "Member" means a city that is a signatory to this Agreement and is identified in section 2.1 of this Agreement.

(m) Non-CIP Project. "Non-CIP Project" means a project undertaken by a Member or the Commission pursuant to this Agreement that does not qualify as a CIP Project and is not part of the projects included in the amount certified to the County to be included in the County's levy. Examples of Non-CIP Projects include, but are not limited to, research projects, feasibility studies, water quality projects, maintenance projects, and projects funded through the closed project account.

(n) ~~Subdivision 5. "~~Watershed. "Watershed" means the Lower Rum River Watershed~~" or "Watershed" means~~, which includes the area ~~generally~~ contained within a line drawn around the extremities of all terrain ~~with~~whose surface drainage ~~that~~ is tributary to ~~the~~ Lower Rum ~~River and the Mississippi~~ River and within the mapped areas delineated on the map filed with the Minnesota Board of Water and Soil Resources ~~originally filed~~ pursuant to ~~Minnesota Statutes, Section 473.877, Subd. 2 and as now amended by Minnesota Statutes, Chapter 103B, as such map has been amended with approval of the Board of Soil and Water Resources~~the Act.

(o) Watershed Management Plan. "Watershed Management Plan" means the plan developed and adopted in accordance with the Act, including all amendments and updates.

SECTION II
MEMBERSHIP
~~IV.~~

2.1 ~~The Member Cities of the LRRWMO shall be the~~Members. The following local government units are Members of the Commission: City of Andover, ~~the~~ City of Anoka, and ~~the~~ City of Ramsey.

2.2 Additional Units of Government. The ~~LRRWMO~~Board may, with the ratification of the ~~Councils~~councils of all ~~Member Cities~~Members, invite other units of government within the Rum River Watershed to become parties to this Agreement~~,~~ and in all respects ~~thenceforth~~ enjoy the full rights, duties, and obligations of this Agreement.

2.3 Effect of Changes. No change in governmental boundaries, structure, or organizational status shall affect the eligibility of ~~the Member City~~any local government unit listed above to be represented on the ~~LRRWMO~~Commission, so long as such ~~Member City~~local government unit continues to exist as a separate political subdivision.

SECTION III
BOARD OF COMMISSIONERS
~~V.~~

~~Subdivision 1. The governing body of the LRRWMO shall be its Board. Each Member City shall be entitled to appoint one representative on the Board, and one alternate who may sit when the representative is not in attendance and said representative or alternate representative shall be called a "Commissioner" and "Alternate Commissioner", respectively.~~

3.1 Establishment. The parties hereby reaffirm the establishment and continued operation of the "Lower Rum River Watershed Board of Commissioners" in accordance with the Act. The Board shall serve as the governing body of the Commission and shall carry out the purposes and have the powers as provided herein.

~~Subdivision 2. The Council of each Member City shall determine the eligibility or qualification of its Commissioner and the terms of each Commissioner shall be as established by each individual Member City.~~

3.2 Board Appointments. The Commission is governed by the Board, which is comprised of a total of three Commissioners, one of which is appointed by each Members. Each party to this Agreement is a Member of the Board and shall determine the eligibility and qualifications of its representative on the Board.

(a) Commissioner. Each Member is responsible for appointing one person to serve as its representative ("**Commissioner**") on the Board. Each Member is responsible for publishing a notice of a vacancy, whether resulting from expiration of its Commissioner position or otherwise, as required in Minn. Stat. § 103B.227, subd. 2. Each Commissioner shall have one vote on the Board and must be present to vote. The authority of a Commissioner to vote shall be suspended if the appointing Member is delinquent in making any payments due to the Commission. The voting authority of the Commissioner shall be restored once the Member pays all past due amounts.

(b) Alternate Commissioner. Each Member may also appoint one Alternate Commissioner ("**Alternate Commissioner**") to the Board in the same manner required to appoint a Commissioner. The Alternate Commissioner may attend all meetings and speak during the public input portion of the meeting, but is only authorized to actively participate in and vote at a Board meeting in the absence or disability of the appointing Member's Commissioner. If the absent Commissioner is also an officer of the Board, the Alternate Commissioner shall not be entitled to serve as such officer. If necessary, the Board may select a current Commissioner to temporarily undertake the duties of the absent officer.

(c) ~~Subdivision 3~~Term. The term of each Commissioner and Alternate Commissioner ~~appointed~~shall be established by each Member ~~City shall be as determined by each Member City and~~. A Commissioner and an Alternate Commissioner shall serve until their successors are selected and qualify, unless they resign or are removed earlier as provided herein.

~~Any vacancy shall be filled for the unexpired term of any Commissioner by the Council of the Member City that appointed said Commissioner. Each Member City agrees to publish a notice of vacancies resulting from the expiration of a Commissioner's or Alternate Commissioner's term or when a vacancy exists for any reason. Publication and notice shall be in accordance with Minnesota Statutes, Section 103B.227, Subds. 1 and 2.~~

(d) Notices. A Member shall provide the Commission written notice of its appointments, including the resolution making the appointments or a copy of the minutes of the meeting at which the appointments were made. The Commission shall notify BWSR of appointments and vacancies within 30 days after receiving notice from the Member. Members shall fill all vacancies within 90 days after the vacancy occurs.

~~Subdivision 4. Each Member City agrees that its representative Commissioner will not be removed from the Board prior to the expiration of the Commissioner's term, unless said Commissioner consents in writing or unless said Member City has presented the Commissioner with charges in writing and has held a public hearing after reasonable notice to the Commissioner.~~

(e) Vacancy. A Member shall notify the Commission in writing within 10 days of the occurrence of a vacancy in its Commissioner or Alternate Commissioner positions. The Commission will notify BWSR of the vacancy within 30 days of receiving the notice of a vacancy as required by Minn. Stat. § 103B.227, subd. 1. The Member shall publish notice of the vacancy at least once in its official newspaper as required by Minn. Stat. § 103B.227, subd. 2. The notices must state that those interested in being appointed to serve on the Commission may submit their names to the Member for consideration. The notice must be published at least 15 days before the Member's City Council acts to fill the vacancy. The City Council must make the appointment within 90 days from the occurrence of the vacancy. The Member shall promptly notify the Commission of the appointment in writing. The appointed person shall serve the unexpired term of the position.

~~A Member City may remove a Commissioner or an Alternate Commissioner for just cause or for violation of a Code of Ethics of the Commission or a Member City, or for malfeasance, nonfeasance, or misfeasance. Said hearing shall be held by the Council of the Member City that appointed the Commissioner.~~

(f) Removal. The City Council of a Member may remove its Commissioner for just cause as provided in Minn. Stat. § 103B.227, subd. 3 and in accordance with Minn. R., part 84100.0040. If a Commissioner is an elected official, or is an appointed official serving an indefinite term at the pleasure of the City Council, the City Council may remove the person at will, including if the person is not reelected. A Member may remove its Alternate Commissioner without cause. The Member shall notify the Board of the removal in writing within 10 days of acting to remove the Commissioner. The Commission shall notify BWSR of the vacancy within 30 days of receiving notice of the removal. The City Council shall act to fill the vacancy created by the removal within 90 days as provided in this Agreement.

~~A Commissioner who is an elected official of a Member City, and who is not reelected, may be removed by the appointing Member City at the Member City's discretion. Any decision by a Member City to remove a Commissioner may be appealed to the Board of Water and Soil Resources. A certified copy of the Member City Council's Resolution removing said Commissioner shall be filed with the Secretary of the Board and shall show compliance with the terms of this section.~~

3.3 Compensation and Expenses. Commissioners and Alternate Commissioners shall serve without compensation from the Commission. Commission funds may, but are not required to, be used to reimburse Commissioners and Alternate Commissioners for expenses incurred in performing Commission business if authorized by the Board.

Statutory?

Nothing herein prohibits a Member from choosing, in its sole discretion and cost, to compensate or reimburse the expenses of its Commissioner or Alternate Commissioner.

~~Subdivision 5. Each Member City shall within 30 days of appointment file with the Secretary of the Board a record of the appointment of its Commissioner and its Alternate Commissioner. The LRRWMO shall notify the Board of Water and Soil Resources of Commissioner appointments and vacancies within 30 days after receiving notice from the Member Cities. Member Cities shall fill all vacancies within 90 days after the vacancy occurs.~~

3.4 Board Officers. Each year at its February meeting the Board shall elect from among its Commissioners a Chair, Vice Chair, Secretary, and Treasurer. All such officers shall hold office for a term of one year until their successors have been duly elected by the Board. An officer may serve only while they remain a Member of the Board. A vacancy in an officer position shall be filled by Board election for the remainder of the unexpired term of such office.

~~Subdivision 6. Commissioners shall serve without compensation from the LRRWMO, but this shall not prevent a Member City from providing compensation for its Commissioner for serving on the Board, if such compensation is authorized by such Member City and by law. LRRWMO funds may be used to reimburse a Commissioner or Alternate Commissioner for expenses incurred in performing LRRWMO business if authorized by the Board.~~

3.5 Duties of Board Officers. The Chair shall serve as the presiding officer at Board meetings, execute documents on behalf of the Board, sign checks, and perform other duties and functions as may be determined by the Board. The Vice-Chair shall undertake the duties of the Chair in the absence or disability of the Chair. The Secretary shall maintain the records of the Commission, Board meeting minutes, ensure meetings are properly noticed, countersign documents with the Chair, and perform such other duties as assigned by the Board. The Secretary may delegate one or more specific duties of the position. The Treasurer shall oversee the Commission's budget and finances, sign checks, and perform such other duties as assigned by the Board.

~~Subdivision 7. At the first meeting of the Board and in February of each year thereafter, the Board shall elect from its Commissioners a Chair, a Vice Chair, a Secretary, a Treasurer, and such other officers as it deems necessary to conduct its meetings and affairs. At the organizational meeting or as soon thereafter as it may be reasonably done, the Board shall adopt rules and regulations governing its meetings. Such rules and regulations may be amended from time to time at either a regular or a special meeting of the Board provided that a ten-day prior notice of the proposed amendment has been furnished to each person to whom notice of the Board meetings is required to be sent. A majority vote of all eligible votes of the then existing Commissioners shall be sufficient to adopt any proposed amendment to such rules and regulations.~~

3.6 Quorum. A majority of the Commissioners shall constitute a quorum. Less than a quorum may adjourn a scheduled meeting. A simple majority of a quorum is required for the Board to act unless a higher number of votes is required by law or this Agreement. A Board vacancy or the suspension of voting rights as provided herein shall temporarily reduce the number of Commissioners required for a quorum.

3.7 Meetings. The Board shall conduct meetings in accordance with the Minnesota Open Meeting Law (Minn. Stat., chap. 13D) and this section.

(a) Regular Meetings. The Board shall ~~notify each Member City of the location and time of regular and special meetings called or established by the Board. A meeting shall be held at least annually, and all meetings shall be called and open to the public pursuant to Minnesota Statutes, Chapter 13D.~~develop a schedule of its regular meetings. The Board shall post the schedule on the Commission's website and provide a copy to each Member. The Secretary shall maintain a copy of the schedule of regular meetings. The Chair and Vice-Chair may cancel a meeting due to a lack of business items. The Secretary shall make a good faith effort to notify Commissioners of a meeting cancellation.

(b) Special Meetings. The Board may hold such special meetings as it may determine are needed to conduct the business of the Commission. A special meeting may be called by the Chair or by any two Commissioners. The Secretary shall post and provide notice of special meetings to the Commissioners. Emailing notices to Commissioners shall constitute sufficient notice under this Agreement.

(c) Annual Meeting. The February Board meeting shall constitute the annual meeting of the Commission.

(d) Rules of Procedure. The Board shall conduct its meetings generally in accordance with the procedures set out in the most current version of Robert's Rules of Procedure, or such other parliamentary rules as identified by the Board, without requiring strict conformance to its requirements. The Board may modify such rules as it determines is appropriate to facilitate the conducting of its business or adopt a different set of rules for its meetings. The Board may amend its rules from time to time as it determines is appropriate upon a majority vote of all Commissioners. The Board may also waive one or more specific rules as it determines are necessary to facilitate the conducting of its business. Voting and statutory requirements are not waivable.

SECTION IV
POWERS AND DUTIES OF THE BOARD
~~VI.~~

~~Subdivision 1. The LRRWMO, acting by its duly appointed Board of Commissioners, shall as it relates to flood control, water quality, ground water recharge and water conservation or in the construction of facilities and other duties as set forth in Minnesota Statutes, Chapter 103B and in Rules and Regulations of the Board of Water and Soil Resources, have the powers and~~

~~duties set out in this Article and as prescribed by law.~~

4.1 Powers. The Board is authorized to exercise the powers in this section to carry out the purposes of the Commission.

~~Subdivision 2. It may employ such persons or contract with consultants as it deems necessary to accomplish its duties and powers, and any such persons or consultants shall be considered LRRWMO staff.~~

(a) Powers Granted. The Board shall have the following powers.

(1) It may contract with or employ such persons or entities as it deems necessary to accomplish its duties and powers. Any employee may be on a full-time or part-time basis as the Board determines. Such employees and contracted consultants shall be considered Commission staff.

(2) ~~Subdivision 3.~~ It may contract for space ~~and for material and~~, materials, supplies, and services to carry on its activities ~~either with a Member City or elsewhere~~.

(3) ~~Subdivision 4.~~ It may acquire necessary personal property to carry out its powers and its duties.

~~Subdivision 5. It shall develop an overall plan containing a capital improvement program within a reasonable time after qualifying, and said plan shall meet all of the requirements as established in Minnesota Statutes, Chapter 103B. Said overall plan shall establish a comprehensive goal for the development of the Lower Rum River Watershed and shall establish a proposed procedure for accomplishing the purposes of the LRRWMO as set forth in Article II.~~

(4) It shall prepare, adopt, implement, and update a Watershed Management Plan that satisfies the requirements of Minn. Stat. § 103B.231. The Watershed Management Plan shall address all items required by applicable laws and rules. The Watershed Management Plan shall establish a comprehensive goal for the development of the Watershed and shall establish a recommended procedure for accomplishing the purposes of the Commission.

(5) It shall develop and adopt a capital improvement program as part of the Watershed Management Plan. The Board shall determine which projects to include in the capital improvement program.

(6) ~~Subdivision 6.~~ It shall make necessary surveys or utilize other reliable surveys and data and develop projects to accomplish the purposes for which the ~~LRRWMO~~Commission is organized.

(7) ~~Subdivision 7.~~ It may cooperate or contract with the State of Minnesota ~~or~~, any political subdivision thereof ~~or~~, federal agency, or private or public organization to accomplish the purposes for which it is organized.

(8) ~~Subdivision 8.~~ It may, if necessary to implement the plan, order ~~any~~a Member ~~City or Member Cities~~or Members to construct, clean, repair, alter, abandon, consolidate, reclaim or change the course or terminus of any ditch, drain, storm sewer, or water course, natural or artificial, within the ~~Lower Rum River~~ Watershed.

The Member ~~Cities~~ further understand and agree that the ~~LRRWMO~~Board in reviewing, ordering, or authorizing these projects will use the best management practices required to meet state and federal statutes and regulations. The ~~LRRWMO~~Board will also consider the ability of the ~~Member Cities~~Members to fund the enforcement of local controls and any ordered capital improvements. The ~~LRRWMO~~Board shall incorporate financial review and anticipated sources of revenue as a part of the overall management plan and as a part of local water management plans.

(9) ~~Subdivision 9.~~ It may order any Member ~~City or Member Cities~~or Members to acquire, operate, construct, or maintain dams, dikes, reservoirs, and appurtenant works or other improvements necessary to implement the overall plan.

The Member ~~Cities~~ further understand and agree that the ~~LRRWMO~~Board in reviewing, ordering, or authorizing these projects will use the best management practices required to meet state and federal statutes and regulations. The ~~LRRWMO~~Board will also consider the ability of the ~~Member Cities~~Members to fund the enforcement of local controls and any ordered capital improvements. The ~~LRRWMO~~Board shall incorporate financial review and anticipated sources of revenue as a part of the overall management plan and as a part of local water management plans.

(10) ~~Subdivision 10.~~ It shall regulate, conserve, and control the use of storm and surface water and groundwater within the Watershed necessary to implement the ~~overall plan~~Watershed Management Plan.

(11) ~~Subdivision 11. It shall~~It may contract for or purchase such insurance as the Board deems necessary for the protection of the ~~LRRWMO~~Commission.

(12) ~~Subdivision 12.~~ It may establish and maintain devices ~~for~~ acquiring and recording hydrological and water quality data within the Watershed.

(13) ~~Subdivision 13.~~ It may enter upon lands~~, in a lawful manner,~~ within or without the ~~Watershed~~watershed to make surveys and investigations to accomplish the purposes of the ~~LRRWMO~~Commission. The ~~LRRWMO~~Commission shall be liable for actual damages resulting therefrom but every person who claims damages shall serve the Chair or Secretary of the Board with a Notice of Claim as required by ~~Minnesota Statutes, Section~~Minn. Stat., chap. 466.05.

(14) ~~Subdivision 14.~~ It shall provide any Member ~~City~~ with technical data or any other information of which the ~~LRRWMO~~Commission has knowledge

~~that~~which will assist the Member ~~City~~ in preparing land use classifications or local water management plans within the Watershed.

(15) ~~Subdivision 15.~~ It may provide legal and technical assistance in connection with litigation or other proceedings between one or more of its ~~Member Cities~~Members and any other political subdivision, commission, board, or agency relating to the planning or construction of facilities to drain or pond storm waters or relating to water quality within the Watershed. The use of ~~LRRWMO~~Commission funds for litigation shall be only upon a favorable vote of a majority of the eligible votes of the then existing ~~Commissioners.~~Members of the Commission. Such a vote is not required for the Board to expend Commission funds in the defense of a suit brought against the Commission or its Commissioners, in accordance with applicable laws, to the extent such costs are not paid by the Commission's insurer.

(16) ~~Subdivision 16.~~ It may accumulate reserve funds for the purposes herein mentioned and may invest funds of the ~~LRRWMO~~Commission not currently needed for its operations, in the manner and subject to the laws of Minnesota applicable to statutory cities.

(17) ~~Subdivision 17.~~ It may collect monies, subject to the provisions of this ~~agreement~~Agreement, from its ~~Member Cities, Anoka~~Members, the County, and from any other source approved by a majority of its ~~Commissioners~~Board.

(18) ~~Subdivision 18.~~ It may accept gifts, apply for and use grants or loans of money or other property from the United States, the State of Minnesota, a unit of government or other governmental unit or organization, or any person or entity for the purposes described herein; may enter into any reasonable agreement required in connection therewith; may comply with any laws or regulations applicable thereto; and may hold, use, and dispose of such money or property in accordance with the terms of the gift, grant, loan or agreement relating thereto.

(19) ~~Subdivision 19.~~ It may make contracts, incur expenses, and make expenditures necessary and incidental to the effectuation of these purposes and powers and may disburse therefor in the manner hereinafter provided.

5 yrs. CPA $250,000

(20) ~~Subdivision 20.~~ It shall cause to be made an annual audit by a certified public accountant or the state auditor of the books and accounts of the ~~LRRWMO~~Commission and shall make and file a report to its ~~Member Cities~~Members at least once each year including the following information:

(i) ~~a. the~~The approved budget;

(ii) ~~b. a reporting~~Reporting of revenues;
(iii) ~~c. a reporting~~Reporting of expenditures;
(iv) ~~d. a financial~~Financial audit report or section that includes a balance sheet, a classification of revenues and expenditures, an analysis of changes in final balances, and any additional statements considered necessary for full financial disclosure; and
(v) ~~e. the~~The status of all ~~LRRWMO~~Commission projects and work within the Watershed~~;~~.

Copies of said report shall be transmitted to the Clerk of each Member ~~City~~.

(21) ~~Subdivision 21.~~ Its books, reports, and records shall be available for and open to inspection by ~~its Member Cities~~the Members at all reasonable times.

(22) ~~Subdivision 22.~~ It may recommend changes in this ~~agreement to its Member Cities~~Agreement to the Members.

(23) ~~Subdivision 23.~~ It may exercise all other powers necessary and incidental to the implementation of the purposes and powers set forth herein and as outlined and authorized by ~~Minnesota Statutes, Sections 103B.201 through 103B.255,~~the Act.

(24) ~~Subdivision 24.~~ It shall cooperate with the ~~State of Minnesota, the Commissioner of Natural Resources and the Director of the Division of Waters, Soils and Minerals of the Department of Natural Resources~~applicable state agencies in complying with the requirements of ~~Minnesota Statutes, Chapter~~Minn. Stat., chap. 103G.

(25) ~~Subdivision 25.~~ Each Member ~~City~~ reserves the right to conduct separate or concurrent studies on any matter under study by the ~~LRRWMO~~Commission.

(26) ~~Subdivision 26.~~ It shall establish a procedure for establishing citizen or technical advisory committees and to provide other means ~~of~~for public participation.

(27) ~~Subdivision 27.~~ Where the ~~LRRWMO~~Board is authorized or requested to review and make recommendations on any matter, the ~~LRRWMO~~Board shall act on such matter within ~~sixty (~~60~~)~~ days of receipt of the matter referred. Failure of the ~~LRRWMO~~Board to act within ~~sixty (~~60~~)~~ days shall constitute approval of the matter referred, unless the ~~LRRWMO~~Board requests and receives from the referring unit of government an extension of time to act on the matter referred. Where the ~~LRRWMO~~Board makes recommendation of any matter to a Member ~~City~~,

the Council of a Member ~~City~~ not acting in accordance with such recommendation shall submit a written statement of its reasons for doing otherwise to the ~~LRRWMO~~Board within ~~ten (~~10~~)~~ days of its decision to act contrary to the ~~LRRWMO's~~Board's recommendation. The ~~LRRWMO~~Board shall review the written statement and if determined insufficient by the ~~LRRWMO~~Board, request written clarification within an additional ~~ten (~~10~~)~~ days.

(b) Powers Reserved. The Board shall not have any of the powers identified in this paragraph. Expressly identifying specific powers reserved to the Members is not intended to expand, by negative implication, the powers granted above to the Board.

~~METHOD OF PROCEEDING~~

(1) Eminent Domain. The Commission does not have the power of eminent domain. Any easements or other interests in land necessary to be acquired for an Improvement Project shall be acquired as provided below.

(2) Real Property. The Commission shall not own any interest in real property. All interests in lands shall be held in the name of the Member wherein said lands are located. This provision does not prohibit the Commission from acquiring a temporary interest in real estate as needed to conduct studies, undertake a project, or to otherwise carry out its duties.

(3) Bonding. The Commission does not have the power to issue certificates, warrants, or bonds.

(4) Special Assessments. The Commission shall not have the power to levy a special assessment upon any privately or publicly owned land. All such assessments shall be levied by the Member wherein said lands are located. It shall have the power to require any Member to contribute the costs allocated or assessed according to the other provisions of this Agreement.

4.2 Collection or Diversion of Waters. Each Member agrees that it will not directly or indirectly collect or divert any additional surface water to Lower Rum River, the Mississippi River, or their tributaries without a permit from the Board. Permits may be granted by the Board for a Member to proceed with the construction or reconstruction of improvements within the individual Members' boundaries and at its sole cost upon a finding:

(a) That there is an adequate outlet;

(b) The construction is in conformance with the overall plan; and

(c) The construction will not adversely affect other Members of this Agreement.

4.3 ~~VII~~Local Water Plans.

~~Subdivision 1. The procedures to be followed by the Board in carrying out the powers and duties set forth in Article VI, Subdivisions 5, 6, 7, 8, 9, and 10, shall be as set forth in this Article.~~

(a) Development. Each Member agrees to develop and maintain a Local Water Plan, capital improvement program, and official controls as necessary to bring local water management into conformance with the Watershed Management Plan. The development and implementation of Local Water Plans shall conform with all requirements of the Act, including Minn. Stat. § 103B.235 and Minn. R., part 8410.0160. In accordance with the Act, the Board shall approve or disapprove each local plan or any parts of each plan.

~~Subdivision 2. The Board has previously prepared the overall plan as required in Article VI, Subdivision 5. This plan shall be updated as required by state law. The Board shall proceed to implement said plan, and this implementation may be ordered by stages.~~

(b) Review. Each Member shall submit its proposed Local Water Plan to the Metropolitan Council and the Board for review as required by Minn. Stat. § 103B.235. The Board shall consider any comments on the Local Water Plan received from the Metropolitan Council and shall act on said plans in accordance with the Act.

4.4 Pollution Control and Water Quality. The Commission shall have the authority and responsibility to protect and improve water quality in the Watershed as this is one of the main purposes set forth in the Act. All Members agree that they will refuse to allow the drainage of sanitary sewage or industrial wastes onto any land or into any watercourse or storm sewer draining into the Watershed. The Board may investigate on its own initiative, or request a Member to investigate, a complaint relating to pollution of surface water or groundwater draining into or affecting the Watershed. If the Board determines the Watershed is being polluted by an identifiable source, the Board may order the Member to abate this nuisance and each Member agrees that it will take all reasonable action available to it under the law to alleviate the pollution and to assist in protecting and improving the water quality of surface water and groundwater in the Watershed.

4.5 Boundary Changes. Any changes to the boundaries of the watershed shall be undertaken in accordance with Minn. Stat. § 103B.215.

SECTION V
PROJECTS

5.1 CIP Projects and Limitations.

(a) Approval. The Board may approve and authorize the carrying out of CIP Projects to further the purposes of the Watershed Management Plan.

(b) ~~Subdivision 3~~Cross Boundaries. No project that will channel or divert additional waters to subdistrict and subtrunks that cross municipal boundaries shall be

commenced by any Member ~~City~~ prior to approval of the Board of the design of an adequate outlet or of adequate storage facilities.

~~Subdivision 4. Ordering Improvements. All construction, reconstruction, extension or maintenance of outlets for the various subdistrict and subtrunks, including outlets, lift stations, dams, reservoirs, or other appurtenances of a surface water or storm sewer system that involve construction by, or assessment against, any Member City or against privately or publicly owned land within the Watershed shall follow the statutory procedures outlined in Chapter 429 of the Minnesota Statutes except as herein modified.~~

5.2 Process for CIP Projects. The process for undertaking a CIP Project is as follows.

(a) Initiation. A CIP Project may be proposed by a Member or by the Board based on subwatershed assessments, lake/stream resource assessments, inspections, or a particular need or issue identified by a Member or the Board. The Board shall not order a CIP Project, and no engineer shall be authorized by the Board to prepare plans and specifications, before the Board has adopted a resolution ordering the CIP Project.

(b) Feasibility Study. If requested by the Board, the Commission Engineer shall study the feasibility of a proposed CIP Project and report its findings to the Board. The report shall include an opinion of probable cost and how the project would be funded. The Board shall consider the feasibility study and decide whether to proceed with the proposed project.

(c) Plan Amendments. Proposed CIP Projects are amended into and made part of the Watershed Management Plan. The process the Commission must undertake to amend a CIP Project into the Watershed Management Plan depends on whether it constitutes a minor plan amendment or a major plan amendment as described below.

(1) Minor Plan Amendment. The addition of a proposed CIP Project to the Watershed Management Plan typically constitutes a minor plan amendment that can be accomplished following the process set out in the Watershed Management Plan and Minn. R., part 8410.0140, subpart 2. A public hearing is not required for a minor plan amendment.

(2) Major Plan Amendment. If a proposed amendment does not qualify as a minor amendment, the Commission must undertake the major plan amendment process to add the CIP project to the Watershed Management Plan. The major plan amendment process is set out in the amendment section of the Watershed Management Plan, Minn. Stat. § 103B.231, subd. 11, and Minn. R., part 8410.0140. The public hearing required under Minn. Stat. § 103B.231, subds. 11 & 7(c) for a major plan amendment may be held in conjunction with the public hearing required to request the County to levy funds for the project under Minn. Stat. § 103B.251, subds. 3 & 4, provided the requirements of both procedures can be satisfied at the single hearing.

(d) Public Hearing. If the Board proposes to pay any portion of a CIP Project with funds to be raised through a County levy under Minn. Stat. § 103B.251, the Board must call and conduct a public hearing as provided in the statute and this paragraph. A public hearing is not required if the CIP Project is funded entirely from funds on hand, grants, or a combination thereof, and does not require the Board to certify any project costs to the County to be levied under Minn. Stat. § 103B.251. When a public hearing is required, it shall be conducted in accordance with the following.

(1) Calling. The Board must act by motion or resolution to call a public hearing on the proposed CIP Project. The Board shall set the date, time, and place for the public hearing.

(2) Notice. The Board shall provide notice of the public hearing in accordance with Minn. Stat. § 103B.251, subd. 3.

(3) Conducting. The Board shall ~~secure from its engineers or some other competent person a report advising it in a preliminary way as to whether the proposed improvement is feasible and whether it shall best be made as proposed or in connection with some other improvement and the estimated cost of the improvement as recommended and the proposed allocation of costs between Member Cities.~~conduct the public hearing at the scheduled date, time, and place to hear from the public and to consider the proposed CIP Project. Prior to taking public comment, the Commission Engineer shall provide a brief overview of the proposed CIP Project, an estimate of project cost, and a description of how the project will be funded.

~~The Board shall then hold a public hearing on the proposed improvement after mailed notice to the Clerk of each Member City. The Board shall not be required to mail or publish notice except by said notice to the Clerk. Said notice shall be mailed not less than 45 days before the hearing, shall state the time and place of the hearing, the general nature of the improvement, the estimated total cost and the estimated cost to each Member City. The Board may adjourn said hearing to obtain further information, may continue said hearing pending action of the Member Cities or may take such other action as it deems necessary to carry out the purposes of the LRRWMO.~~

(4) Board Decision. Once the public input portion of the public hearing is closed, the Board shall discuss and decide whether to approve the proposed CIP Project. The Board shall act by resolution to approve a CIP Project, which shall require a favorable vote by two-thirds of all eligible votes of the then existing Commissioners. The resolution shall, at minimum, order the project, identify the responsible engineer, identify the Member responsible for letting the contract and overseeing construction, set out the estimated cost and funding sources, authorize the Commission to enter into a cooperative agreement with the responsible Member, and certify a levy to

the Anoka County Auditor for the amount to be levied by the County for the project.

5.3 Responsible Members. The Board shall work with one or more Members to facilitate the completion of specific CIP Projects within their jurisdictional boundaries in accordance with the Watershed Management Plan. For any project that will be constructed by one or more Members and reimbursed by the Commission, to the extent authorized by the Commission, the Member(s) responsible for implementing the project shall enter into a cooperative agreement with the Commission providing for all Commission-required terms and conditions related to the project and any such reimbursement. If any portion of the project is funded by a grant obtained by the Commission, the cooperative agreement shall include a subgrant agreement requiring the responsible Member to be responsible for complying with the applicable terms and conditions of the grant agreement. The terms of this paragraph shall also apply to any Commission project that may be constructed by any other entity, public or private, if construction by such entities is deemed appropriate by the Commission.

~~To order the improvement, in accordance with the powers and duties established in Article VI, Subdivisions 7, 8 and 9, a resolution setting forth the order for a capital improvement project shall require a favorable vote by two-thirds of all eligible votes of the then existing Commissioners. (In all cases other than for a capital improvement project, a majority vote of all eligible Commissioners shall be sufficient to order the work.) The order shall describe the improvement, shall allocate in percentages the cost between the Member Cities, shall designate the engineers to prepare plans and specifications, and shall designate the Member City that will contract for the improvement in accordance with Subdivision 7 of this Article. In determining how costs of a capital improvement shall be allocated among Member Cities, the Board shall consider whether the improvement benefits one or more subwatersheds rather than the Lower Rum River Watershed as a whole.~~

5.4 Contracts for Improvements.

~~After the Board has ordered an improvement it shall forward to all Member Cities an estimated time schedule for the construction of said improvement. The Board shall allow an adequate amount of time, and in no event less than 45 days, for each Member City to conduct hearings, in accordance with the provisions of the aforestated Chapter 429, or the charter requirements of any city, or to ascertain the method of financing that said Member City will utilize to pay its proportionate share of the costs of the improvement. Each Member City shall ascertain within a period of 90 days the method it shall use to pay its proportionate share of the costs.~~

(a) Letting Contracts. All contracts for projects ordered by the Commission shall comply with the requirements of laws applicable to contracts let by the respective Member making such contract. The Commission shall not have the authority to contract in its own name for any work for which a special assessment will be levied against any private or public property under the provisions of Minn. Stat., chap. 429 or any city charter, and such contracts shall be awarded by action of the City Council of a Member and shall be in the name of said Member. This

subsection shall not preclude the Commission from proceeding under Minn. Stat. § 103B.251 or from otherwise proceeding under this Agreement for projects that will not be specially assessed under Minn. Stat., chap. 429.

~~If the LRRWMO proposes to utilize Anoka County's bonding authority as set forth in Minnesota Statutes, Section 103B.251, or if the LRRWMO proposes to certify all or any part of a capital improvement to Anoka County for payment, then and in that event all proceedings shall be carried out in accordance with the provisions set forth in said Section 103B.251.~~

(b) Contract Administration. All improvement contracts will be duly supervised by the Member awarding the contract, provided, however, that the Commission shall be authorized to observe and review the work in progress and the Members agree to cooperate with the Commission staff in accomplishing the purposes of this Commission. Representatives of the Commission shall also have the right to enter upon the place or places where any improvement work is in progress for the purpose of making reasonable tests and inspections. Commission staff shall report, advise, and recommend to the Board on the progress of said work.

5.5 Land Acquisition.

(a) By Members. The Commission does not have the power to acquire real property, but shall have the authority to establish land acquisition policies as part of the Watershed Management Plan. The Members agree that any and all permanent easements or interests in land which are necessary for any project will be negotiated or condemned in accordance with all applicable laws by the Member wherein said lands are located, and each Member agrees to acquire the necessary easements or interests in such land upon order of the Commission to accomplish the purposes of this Agreement. All reasonable costs of said acquisition shall be considered as a cost of the respective improvement. If a Member determines it is in the best interests of that Member to acquire additional lands in conjunction with the taking of lands for the Commission-ordered improvement, or for some other purpose, the costs of said acquisition will not be included in the improvement costs of the ordered project. The Board in determining the allocation of the improvement costs may take into consideration the land use for which said additional lands are being acquired and may credit the acquiring Member for said land acquisition to the extent that it benefits the other Members of this Agreement. Any credits may be applied to the cost allocation of the improvement project under construction or the Board, if feasible and necessary, may defer said credits to a future project.

(b) Alternative Acquisition. If any Member refuses to negotiate or condemn lands as ordered by the Board, any other Member may negotiate or condemn outside of its corporate limits in accordance with, and to the extent authorized by, applicable laws. All Members agree that they will not condemn or negotiate for land acquisition to pond or drain storm and surface waters within the corporate boundaries of another Member except upon order of the Board. The Commission shall have authority to establish land acquisition policies as a part of the overall

Watershed Management Plan. The policies shall be designed to equalize costs of land throughout the Watershed.

5.6 CIP Project Funding.

(a) Improvement Fund. The Board may, but is not required to, create an improvement fund for each CIP Project. Funds for the particular project shall be placed in and expended from the improvement fund created for the project.

(b) Member Contributions.

(i) Amounts. The Member responsible for constructing a CIP Project, together with any other identified benefiting Members, shall contribute toward the project such amounts as identified in the Board's resolution ordering the project and in accordance with the terms of the cooperative agreement entered into for the project. The Board will consider the benefits of the improvements to one or more subwatersheds in determining which Members are benefited by the CIP Project.

(ii) ~~Subdivision 5~~Appeal. Any Member ~~City being~~ aggrieved by the determination of the ~~Board as to the~~ allocation of ~~the costs of said improvement shall have 30 days after the Board resolution ordering the improvement to appeal said determination~~Member contributions toward a CIP Project may appeal the Board's determination by filling a written appeal to the Board within 30 days of the date of the resolution Board's resolution. The Board shall refer a timely appeal to a board of arbitration for a decision as provided below. Failure of a Member ~~City~~ to file an appeal ~~the determination of the Board~~ within ~~such~~the 30-day appeal period shall be deemed to ~~be consent~~have consented to and ~~agreement~~agreed with the cost allocation as set out in the Board's resolution. ~~An appeal shall be in writing and shall be addressed to the~~

(iii) Board ~~asking for arbitration. The determination of the Member City's appeal shall be referred to a board of arbitration~~of Arbitration. The board of arbitration shall consist of three persons; one to be appointed by the Board, one to be appointed by the appealing Member ~~City~~, and the third to be appointed by the two so selected. In the event the two persons so selected do not appoint the third person within 15 days after their appointment, then the Chief Judge of the District Court of Anoka County shall have jurisdiction to appoint, upon application of either or both of the two earlier selected, the third person to the board of arbitration. The third person selected shall not be a resident of any ~~Member~~ City and if appointed by the Chief Judge said person shall be a registered professional engineer. The arbitrators' expenses and fees, together with the other expenses, not including counsel fees, incurred in the conduct of the arbitration shall be divided equally between the ~~LRRWMO~~Commission and the appealing Member ~~City~~. Arbitration shall be

conducted in accordance with the Uniform Arbitration Act, ~~Minnesota Statutes, Chapter~~Minn. Stat., chap. 572B. Arbitration shall be non-binding unless the ~~LRRWMO~~Commission and the appealing Member ~~City~~ agree to binding arbitration. If the parties agree to binding arbitration the decision of the board of arbitration shall be final and the parties to the arbitration will be deemed to have consented to and agreed with the decision. If these parties do not agree to binding arbitration, any party that does not agree with and consent to the decision of the board of arbitration must notify the Board in writing within 30 days of receipt of the decision of the board of arbitration that it does not consent to or agree with the decision. Failure to so notify the Board shall be deemed consent to and agreement with the decision of the board of arbitration. Unless the parties agree with the decision of the board of arbitration, capital improvements can only be funded in accordance with ~~Minnesota Statutes, Section~~Minn. Stat. § 103B.251, or secured from other sources.

~~Subdivision 6. The Board shall not order and no engineer shall be authorized by the Board to prepare plans and specifications before the Board has adopted a resolution ordering the improvement. The Board may order the advertising for bids upon receipt of notice from each Member City that will be assessed that it has completed its hearing or determined its method of payment or upon expiration of 90 days after the mailing of the preliminary report to the Member City.~~

~~Subdivision 7. Contracts for Improvements. All contracts that are to be let as a result of the Board's order to construct, repair, alter, reclaim or change the course or terminus of any ditch, drain, storm sewer, watercourse, or to acquire, operate, construct or maintain dams, dikes, reservoirs or their appurtenances or to carry out any of the other provisions of the plan as authorized by Minnesota Statutes, and for which two or more Member Cities shall be responsible for the costs, shall be let in accordance with the provisions of Minnesota Statutes, Section 429.041 of the Minnesota Statutes. The bidding and contracting of said work shall be let by any one of the Member Cities, as ordered by the Board, after compliance with the statutes. All contracts and bidding procedures shall comply with all the requirements of law applicable to contracts let by a statutory city in the State of Minnesota.~~

(c) Commission Contributions. The Commission shall contribute toward the project such amounts as identified in the Board's resolution ordering the project and in accordance with the terms of the cooperative agreement entered into for the project. The contribution from the Commission may include grant funds it has received for the project. In such cases, the Board and the responsible Members enter into a subgrant agreement, which may be part of the cooperative agreement, setting out the obligations of the Member to ensure compliance with the gran requirements. The Commission's contribution is in addition to any amounts contributed by Members or other private or public entities. If the Commission's contribution is dependent on an amount to be levied by the County, the contribution is contingent on the Commission receiving such amount from the County.

~~The LRRWMO shall not have the authority to contract in its own name for any improvement work for which a special assessment will be levied against any private or public property under the provisions of Minnesota Statutes, Chapter 429 or under the provisions of any City charter. This section shall not preclude the LRRWMO from proceeding under Minnesota Statutes, Section 103B.251.~~

(d) Maintenance Levy. The Commission may establish a maintenance fund to be used for normal and routine maintenance of a work of improvement constructed in whole or part with money provided by Anoka County. As provided in Minn. Stat. § 103B.251, subd. 9, the Board may impose, with the County's consent, an ad valorem levy on all property located within the territory of the Watershed or a subwatershed unit. The levy shall be certified, levied, collected, and distributed as provided in Minn. Stat. §§ 103D.915 and 103D.921, as amended, and shall be in addition to any other money levied and distributed by the County to the Commission. Mailed notice of any hearing required under the aforementioned statutes shall be sent to the clerk of each Member municipality at least 30 days prior to the hearing. The proceeds of said maintenance levy shall be deposited in a separate maintenance and repair account to be used only for the purpose for which the levy was made.

~~Subdivision 8. Contracts with Other Governmental Bodies. The LRRWMO may exercise the powers set forth in Article VI, Subdivision 7, but said contracts for a capital improvement shall require a favorable vote of two-thirds majority of the eligible votes of the then existing Commissioners.~~

5.7 Cost Allocation for CIP Projects. All capital costs incurred by the Commission shall be apportioned to the respective Members on any of the following bases.

~~Subdivision 9. Supervision. All improvement contracts awarded under the provisions of Subdivision 7 of this Article shall be supervised by the Member City awarding said contract or said Member City may contract or appoint any qualified staff member or members of the LRRWMO to carry out said supervision, but each Member City agrees that the staff of the LRRWMO shall be authorized to observe and review the work in progress and the Member Cities agree to cooperate with the LRRWMO staff in accomplishing the purposes of the LRRWMO. Representatives of the LRRWMO shall have the right to enter upon the place or places where the improvement work is in progress for the purpose of making reasonable tests and inspections. The staff of the LRRWMO shall report, advise and recommend to the Board on the progress of said work.~~

(a) County Levy. If the project is constructed and financed pursuant to Minn. Stat. § 103B.251, the Members understand and agree that said costs will be levied on all taxable property in the Watershed as set forth in said statute.

~~Subdivision 10. Land Acquisition. The LRRWMO shall not have the power of eminent domain. The Member Cities agree that any and all easements or interests in land that are necessary will be negotiated or condemned in accordance with Minnesota Statutes, Chapter 117 by the Member City wherein said lands are located, and each Member City agrees to acquire the~~

~~necessary easements or right-of-way or partial or complete interest in land upon order of the Board to accomplish the purposes of this agreement. All reasonable costs of said acquisition shall be considered as a cost of the improvement. If a Member City determines it is in the best interests of that Member City to acquire additional lands, in conjunction with the taking of lands for storm and surface drainage or storage, for some other purposes, the costs of said acquisition will not be included in the improvement costs of the ordered project. The Board in determining the amount of the improvement costs to be assessed to each Member City may take into consideration the land use for which said additional lands are being acquired and may credit the acquiring Member City for said land acquisition to the extent that it benefits the other Member Cities. Any credits may be applied to the cost allocation of the improvement project under construction or the Board, if feasible and necessary, may defer said credits to a future project.~~

(b) Negotiated Amount. A negotiated amount to be arrived at by the Members who have lands in the subdistrict responsible for the capital improvement.

~~If any Member City refuses to negotiate or condemn lands as ordered by the Board, any other Member City may negotiate or condemn outside its corporate limits in accordance with Minnesota Statutes, Chapter 117. All Member Cities agree that they will not condemn or negotiate for land acquisition to pond or drain storm and surface waters within the corporate boundaries of another Member City within the Lower Rum River Watershed except upon order of the Board.~~

(c) Tax Capacity and/or Total Area.

~~The LRRWMO shall have authority to establish land acquisition policies as a part of the overall plan.~~

(1) Fifty percent of all capital costs or the financing thereof shall be apportioned to each Member on the basis of the net tax capacity of each Member within the boundaries of the Watershed each year to the total net tax capacity in the Watershed.

~~Subdivision 11. Pollution Control and Water Quality. The LRRWMO shall have the authority and responsibility to protect and improve water quality in the Watershed as this is one of the main purposes set forth in the Surface Water Management Act. All Member Cities agree that they will refuse to allow the drainage of sanitary sewage or industrial wastes onto any lands or into any water course or storm sewer draining into the Rum River or Mississippi River. The Board may investigate on its own initiative and shall investigate upon petition of any Member City all complaints relating to pollution of surface water or ground water draining to or affecting the Rum River or the Mississippi River or their tributaries. Upon a finding that the creek or surface waters or groundwater are being polluted, the Board shall order the Member City to abate this nuisance and each Member City agrees that it will take all reasonable action available to it under the law to alleviate the pollution and to assist in protecting and improving the water quality of surface water and groundwater in the Watershed.~~

(2) Fifty percent of all capital costs or the financing thereof shall be apportioned to each Member on the basis of the total area of each Member

within the boundaries of the Watershed each year to the total area in the Watershed.

(3) Capital costs allocated under the 50% area/50% net tax capacity formula set forth above may be varied by a two-thirds vote of the Commission if:

~~Subdivision 12. Local Water Management Plans. The LRRWMO shall have power and authority to review the Member Cities' local water management plans, capital improvements relating to surface water management programs and official controls required by Minnesota Statutes, Section 103B.235 and/or by rules promulgated and adopted by the Board of Water and Soil Resources.~~

(i) any Member community receives a direct benefit from the capital improvement which benefit can be defined as a lateral as well as a trunk benefit, or

(ii) the capital improvement provides a direct benefit to one or more Members which benefit is so disproportionate as to require in a sense of fairness a modification in the 50/50 formula.

(4) Any credits to due a Member for lands acquired by said Member to pond or store storm and surface water as provided herein shall be allowed against costs due under this section.

5.8 Emergency Projects. The Commission may perform emergency projects in accordance with Minn. Stat. § 103B.252.

SECTION VI
FINANCES

6.1 ~~VIII~~Generally.

(a) ~~Subdivision 1~~Authority. The ~~LRRWMO~~Commission funds may be expended by the Board in accordance with this ~~agreement~~Agreement and in accordance with the procedures as established by law and in the manner as may be determined by the Board. ~~The Board shall designate one or more national or state bank or trust companies, authorized by Minnesota Statutes, Chapters 118 and 427 to receive deposits of public moneys and to act as depositories for the LRRWMO funds.~~

(b) Funds. The Commission shall have a general fund and may establish such other funds and accounts as it may determine are needed.

(c) Disbursements. In no event shall there be a disbursement of ~~LRRWMO~~Commission funds without the signature of at least two Board members, one of whom shall be the Treasurer or ~~Authorized Deputy~~ the Treasurer's authorized deputy.

1 or Deputy Treasurer

(d) Treasurer Bond. The Treasurer shall be required to file with the Secretary of the Board a bond in the sum of at least $10,000 or such higher amount as shall be determined by the Board. The ~~LRRWMO~~Commission shall pay the premium on said bond.

(e) Depository. The Board shall designate one or more national or state bank or trust companies, authorized by Minn. Stat., chaps. 118 and 427, or such other law as may apply, to receive deposits of public moneys and to act as depositories for the Commission funds.

6.2 ~~Subdivision 2. Each Member City agrees to contribute each year to a~~Commission's General Fund. The Commission's general fund~~, said fund to be~~ is funded by an annual contribution from each Member and is used to pay for general administration purposes including, but not limited to~~:~~, salaries, rent, supplies, development of ~~an overall plan~~the Watershed Management Plan, engineering and legal expenses, insurance, and bonds, and to purchase and maintain ~~devices to measure hydrological and water quality data~~any personal property deemed necessary by the Commission in furtherance of its purposes and powers as articulated in this Agreement. Said funds may also be used for normal maintenance of ~~the~~any facilities, but any extraordinary maintenance or repair expense shall be treated as an improvement cost and processed in accordance with ~~Subdivision 5 of this Article~~the provisions for CIP Project funding under this Agreement. The annual contribution by each Member ~~City~~ shall be based fifty percent (50%) on the net tax capacity of all property within the Watershed and fifty percent (50%) on the basis of the total area of each Member ~~City~~ within the boundaries of the Watershed each year to the total area in the ~~Lower Rum River~~ Watershed ~~governed by this Agreement~~.

~~Subdivision 3.~~

6.3 Operating Budget. The Board shall annually prepare, adopt, and submit an annual operating budget as provided in this section.

~~(a) An improvement fund shall be established for each improvement project instituted under Article VII, Subdivision 4. In all cases in which capital improvements are to be paid in whole or in part by Member Cities, each Member City agrees to contribute to said fund its agreed upon proportionate share of the engineering, legal and administrative costs as determined in accordance with Article VII, Subdivisions 4 and 5 as the amount to be assessed against each Member City as a cost of the improvement. The Board shall submit in writing a statement to each Member City, setting forth in detail the expenses incurred by the LRRWMO for each project. Each Member City further agrees to pay to or contract with the Member City awarding said contract for the improvement, its agreed upon proportionate share of the cost of the improvement in accordance with the determination of the Board under Article VII, Subdivisions 4 and 5. The Member City awarding the contract shall submit in writing copies of the engineer's certificate authorizing payment during construction and the Member City being billed agrees to pay its proportionate share of said improvement costs~~

~~within 30 days after receipt of the statement. The Member City awarding the contract shall advise other contributing Member Cities of the tentative time schedule of the work and the estimated times when the contributions shall be necessary.~~

~~(b) The LRRWMO and Anoka County may establish a maintenance fund to be used for normal and routine maintenance of an improvement constructed in whole or in part with money provided by Anoka County pursuant to Minnesota Statutes, Section 103B.251. The levy and collection of an ad valorem tax levy for maintenance shall be by Anoka County based upon a tax levy resolution adopted by a majority vote of all eligible Commissioners and remitted to the County on or before the date prescribed by law each year. If it is determined to levy for maintenance, the LRRWMO shall be required to follow the hearing process established by Minnesota Statutes, Sections 103D.915 and 103D.921. Mailed notice shall be sent to the Clerk of each Member City at least 30 days prior to the hearing.~~

(a) ~~Subdivision 4~~Adoption. On or before July 1 of each year, the Board shall adopt a detailed budget for the ensuing year and decide upon the total amount necessary for the Commission's general fund. Budget approval shall require a favorable vote by a majority of all eligible votes of the then existing Commissioners.

~~The secretary of the Board shall certify the budget on or before July 1 to the Clerk of each Member City together with a statement of the proportion of the budget to be provided by each Member City.~~

(b) Funding. The Commission's annual operating budget is funded by an annual assessment placed on the Members, subject to certain caps, as provided herein.

~~The Council of each Member City agrees to review the budget, and the Board shall upon notice from any Member City received prior to August 1, hear objections to the budget, and may, upon notice to all Member Cities and after a hearing, modify or amend the budget, and then give notice to the Member Cities of any and all modifications or amendments.~~

(c) Caps on Member Assessments. The amount annually assessed each Member to fund the operating budget shall not exceed the following caps, unless authorized as provided herein.

~~Each Member City agrees to provide the funds required by the budget and said determination shall be conclusive if no Member City enters objections in writing on or before August 1. If no objections are submitted to the Board, each Member City agrees to provide the funds approved by the Board, after the Board has conducted the aforementioned hearing. Modifications or amendments to the original budget require a favorable vote by a majority of all eligible voters of then existing Commissioners.~~

(1) Percentage Cap. The amount to be assessed Members under the proposed budget shall not exceed 120% of the amount assessed Members under the previous year's budget, unless the City Council of each Member adopts a resolution approving the increase.

~~The schedule of payments by the Member Cities shall be determined by the Board in such a manner as to provide for an orderly collection of the funds needed.~~

(2) Tax Capacity Cap. The amount of a Member's annual contribution to the operating budget shall not exceed one-half of one percent of the net tax capacity of the Member's total area located within the Watershed.

(d) Budget Certified to Members. On or before July 1st, the Secretary or the Commission Administrator shall certify the operating budget to the clerk of each Member, together with a statement of the proportion of the budget to be assessed and paid by each Member. If the proposed operating budget results in any of the caps established herein being exceeded, the budget sent to the Members for review must be accompanied by a letter clearly notifying the Members of the cap being exceeded, the reasons for the proposed exceedance, and the Member approval required to approve the proposed budget. If the approvals required herein to exceed the cap are not obtained, the total budget or assessment amount shall not exceed the capped amount.

(e) Member Review. The City Council of each Member agrees to review the proposed budget provided by the Commission. If any Member has any objections, they must submit them in writing to the Board prior to August 1. Upon the receipt of any such written objections, the Board shall set a date to hear the Member's objections and shall provide all Members notice of the hearing and a copy of the written objections. After hearing the objections, the Board may modify, amend, or affirm the proposed budget by majority of all eligible votes of the then existing Commissioners.

(f) Finalized. The proposed operating budget shall be considered final if no Member files an objection by August 1st. If a timely objection is received, the Board shall act to finalize the operating budget after conducting a hearing on the objections. The Board shall provide a copy of the final operating budget to each Member. If there are objections, the Board shall include its findings and decision regarding such objections with the final operating budget.

6.4 Supplemental Budget.

(a) Insufficient Funds. If the Board determines it will not have sufficient funds in the Commission's general fund to pay its obligations or to otherwise fund Commission operations in the present year, the Board may adopt a supplemental budget to raise additional funds as provided herein.

(b) Public Hearing. The Board shall call a public hearing on the proposed supplemental budget and provide at least 10 days' written notice of the hearing, together with a copy of the proposed supplemental budget, to each Member.

(c) ~~Upon notice and~~Adoption. After conducting the public hearing, the Board may adopt the supplemental budget by a favorable vote of a majority of all eligible votes of the then existing Commissioners ~~may adopt a~~. The Board shall notify each Member of the adopted supplemental budget ~~requiring~~and the amount of additional ~~payments by the Member Cities within 60 days of its adoption but in~~ assessment.

(d) Cap. In no ~~event~~case shall the budget require any Member ~~City~~ to contribute in excess of ~~one half~~one-half of one percent of the net tax capacity of all taxable property within the Watershed and within the ~~Member City's~~Member's corporate boundaries in any one calendar year.

~~Member Cities' attention is drawn to Minnesota Statutes, Section 103B.245, which authorizes a Watershed Management Tax District to be created within each Member City to pay the costs of planning and for the purpose of paying capital costs and/or normal and routine maintenance of facilities.~~

(e) Additional Assessment. Members agree to pay their additional assessment to the Commission within 60 days of adoption of the supplemental budget.

~~Subdivision 5. Cost Allocation. General costs of operating the LRRWMO shall be as set forth in Article VIII, Subdivision 2. Costs of capital projects to be paid by Member Cities will be determined in accordance with Articles VII, Subdivisions 4 and 5 and paid in accordance with Article VIII, Subdivision 3.~~

~~MISCELLANEOUS PROVISIONS~~

~~IX.~~

~~Subdivision 1. The LRRWMO shall not have the power to issue certificates, warrants or bonds.~~

~~Subdivision 2. The LRRWMO shall not have the power of eminent domain and shall not own any interest in real property. All interests in lands shall be held in the name of the Member City wherein said lands are located.~~

~~Subdivision 3. The LRRWMO shall not have the power to levy a special assessment upon any privately or publicly owned land. All such assessments shall be levied by the Member City wherein said lands are located. The LRRWMO shall have the power to require any Member City to contribute the costs allocated or assessed according to the other provisions of this agreement.~~

~~Subdivision 4. Each Member City agrees that it will not directly or indirectly collect or divert any additional surface water to the Lower Rum River or the Mississippi River or their tributaries from any subdistrict or subtrunk without a permit from the Board. Permits may be granted by the Board for a Member City to proceed with the construction or reconstruction of improvements within the Member City's boundaries and at its sole cost upon a finding:~~

~~(1) that there is an adequate outlet;~~

~~(2) that said construction is in conformance with the overall plan;~~

~~(3) that the construction will not adversely affect other Member Cities.~~

6.5 ~~Subdivision 5~~Default. Any Member ~~City that~~who is more than 60 days in default

in contributing its share to the ~~general fund~~operating budget or to a CIP Project shall have the vote of its Commissioner suspended pending the payment of its proportionate share.

Any Commissioner ~~Any Member City that is more than 60 days in default in contributing its proportionate share of the cost of any improvement to the contracting Member City shall upon application of the contracting Member City have the vote of its Commissioner suspended, pending the payment of its proportionate share.~~

~~Any Member City~~ whose vote is under suspension shall not be considered ~~as an eligible Member City as such membership affects the number of votes required to proceed on any matter under consideration by the Board~~for the purposes of determining a quorum or for determining the sufficiency of a vote.

SECTION VII
TERMINATION AND DISSOLUTION

~~Subdivision 6. Enforcement. Member Cities agree to be bound by the determination of the Commission and to agree to use their best efforts to carry out directives from the Commission; failure to respond may result in a legal action by the Commission to require the Member City to act under a court order.~~

~~DURATION~~

~~X.~~

~~Subdivision 1. Each Member City agrees to be bound by the terms of this agreement until January 1, 2025, and it may be continued thereafter at the option of the Member Cities.~~

7.1 ~~Subdivision 2~~Termination. This ~~agreement~~Agreement may be terminated prior to January 1, ~~2025,~~2035 by the unanimous consent of the ~~Member Cities or if for any reason the LRRWMO is reduced to less than three Member Cities. If the agreement~~Members. If the Agreement is to be terminated, a notice of the intent to dissolve the ~~LRRWMO~~Commission shall be sent to the Board of Water and Soil Resources and to Anoka County at least 90 days prior to the date of dissolution.

7.2 ~~Subdivision 3~~Dissolution. In addition to the manner provided ~~in Subdivision 2 for termination~~herein for terminating this Agreement, any Member ~~City~~ may petition the Board to dissolve the ~~agreement~~Agreement. Upon ~~30~~90 days~~'~~ notice in writing to the ~~Clerk~~clerk of each Member ~~City~~governmental unit and to the Board of Water and Soil Resources and to Anoka County, the Board shall hold a hearing and upon a favorable vote by a majority of all eligible votes of then existing Commissioners, the Board may by Resolution recommend that the ~~LRRWMO~~Commission be dissolved. Said Resolution shall be submitted to each Member ~~City~~governmental unit and if ratified by ~~two-thirds~~three-fourths of the City Councils of all ~~Member Cities~~eligible Members within 60 days, said Board shall dissolve the ~~LRRWMO~~Commission allowing a reasonable time to complete work in progress and to dispose of personal property owned by the ~~LRRWMO~~Commission.

7.3 Distribution of Assets. If this Agreement is terminated and not replaced with a new agreement providing for the continued operation of the Commission, or if the Commission is dissolved, all property of the Commission shall be sold and the proceeds

thereof, together with monies on hand, shall be distributed to the eligible Members of the Commission. Such distribution of Commission assets shall be made in proportion to the total contribution to the Commission as required by the last annual budget.

~~DISSOLUTION~~

~~XI.~~

~~Upon dissolution of the LRRWMO, all property of the LRRWMO shall be sold and the proceeds thereof, together with monies on hand, shall be distributed to the eligible Member Cities. Such distribution of LRRWMO assets shall be made in proportion to the total contribution to the LRRWMO as required by the last annual budget.~~

SECTION VIII
MISCELLANEOUS PROVISIONS

8.1 Term. This Agreement shall be effective as of January 1, 2025 and shall remain in effect until January 1, 2035, unless terminated earlier as provided herein. The Members may agree to continue this Agreement as the preferred method for addressing their obligation to address surface water issues under law.

~~EFFECTIVE DATE~~

~~XII.~~

~~This agreement shall be in full force and effect upon the filing of a certified copy of the resolution approving said agreement by all three Member Cities, for the Lower Rum River Watershed area to be governed by this Agreement. Said resolution shall be filed with the City Manager of the City of Anoka, who shall notify all Member Cities in writing of its effective date. The effective date of the new amended Joint Powers Agreement shall be when approved by all the Member Cities and when the Mayor and other authorized City representatives have executed the amended agreement.~~

8.2 Mediation. Except for appeals submitted to a board of arbitration as discussed above, the Members agree that any controversy that cannot be resolved between Members shall be submitted to mediation. Mediation shall be conducted by a mutually agreeable process by all Members. If the Members are not able to mutually agree on a mediator, the party and the Board shall each select a mediator and the two mediators shall select a third. Each party to the mediation shall be responsible for the cost of the mediator it selected and shall share equally in the costs of the mediation and of the third mediator.

8.3 Data Practices. The Commission shall comply with the requirements of Minnesota Statutes, chapter 13, the Minnesota Government Data Practices Act ("Act"). Any entity with which the Commission contracts is required to comply with the Act as provided in Minnesota Statutes, section 13.05. The contractor shall be required to notify the Board if it receives a data request and to work with the Commission to respond to it.

8.4 Amendments. The Board may recommend changes and amendments to this Agreement to the governing bodies of the Members. Amendments shall be adopted by all governing bodies of the Members. Adopted amendments shall be evidenced by appropriate resolutions or certified copies of meeting minutes of the governing bodies of each party

filed with the Board and shall, if no effective date is contained in the amendment, become effective as of the date all such filings have been completed.

8.5 Waiver. The delay or failure of any party of this Agreement at any time to require performance or compliance by any other party of any of its obligations under this Agreement shall in no way be deemed a waiver of those rights to require such performance or compliance.

8.6 Headings and Captions. The headings and captions of these paragraphs and sections of this Agreement are included for convenience or reference only and shall not constitute a part hereof.

8.7 Entire Agreement. This Agreement, including the recitals and the official boundary map (which are incorporated in and made part of this Agreement), contains the entire understanding among the Members concerning the subject matter hereof. This Agreement supersedes and replaces the prior joint powers agreement among the Members regarding the Commission and such prior agreement is hereby terminated. Any outstanding obligations of the Members under the prior agreement are not affected by the termination and shall be continued under this Agreement.

8.8 Examination of Books. Pursuant to Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the Board are subject to examination by the State.

8.9 Governing Law. The respective rights, obligations, and remedies of the Members under this Agreement and the interpretation thereof shall be governed by the laws of the State of Minnesota which pertain to agreements made and to be performed in the State of Minnesota.

8.10 Counterparts. This Agreement shall be executed in several counterparts and all so executed shall constitute one Agreement, binding on all of the Members hereto. Each party to the agreement shall receive a fully executed copy of the entire document following adoption by all Members.

8.11 Enforcement. Members agree to be bound by the determination of the Commission and to agree to use their best efforts to carry out directives from the Commission; failure to respond may result in a legal action by the Commission to require the Member to act under a court order.

8.12 Notice. To the extend this Agreement requires a notice to be mailed to a Member, the notice requirement may be satisfied by the Commission emailing the notice to its primary contact for the Member.

8.13 Statutory References. All references to statutes in this Agreement include any amendments made thereto and any successor provisions.

IN WITNESS WHEREOF, the ~~undersigned governmental units,~~Members have entered into this Agreement by action of their respective governing bodies~~, have caused this agreement to be executed in accordance with the authority of Minnesota Statutes, Sections 103B.211 and 471.59.~~ effective as of the date of the last Member to execute it.

[signature pages follow]

~~Approved by the City Council~~ **CITY OF ANDOVER**

Approved on the ___ day of _____ 2024 by the City Council.

_____ ~~By:~~

_____

~~Attest:~~

Mayor

Attest: _____

DRAFT
5-12-24

~~Approved by the City Council~~
CITY OF ANOKA

Approved on the ___ day of _____ 2024
by the City Council.

_____ ~~By:~~

_____ ~~Attest:~~

Mayor

Attest: _____

DRAFT
5-12-24

~~Approved by the City Council~~
CITY OF RAMSEY

Approved on the ___ day of _____ 2024
by the City Council.

_____ ~~By:~~

_____
~~Attest:~~

Mayor

Attest: _____

CITY COUNCIL WORK SESSION
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The Ramsey City Council conducted a City Council Work Session on Tuesday, October 8, 2024, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Mayor Mark Kuzma
Councilmember Chelsee Howell
Councilmember Debra Musgrove
Councilmember Michael Olson
Councilmember Chris Riley
Councilmember Dan Specht
Councilmember Matt Woestehoff

Also Present: City Administrator Brian Hagen
City Engineer/Public Works Director Bruce Westby
Administrative Services Director Colleen Lasher
Planning Manager Todd Larson
City Attorney Fritz Knaak
Police Chief Jeff Katers

1. CALL TO ORDER

Mayor Kuzma called the City Council Work Session to order at 5:30 p.m.

2. TOPICS FOR DISCUSSION

2.01: Review Proposed Amendments to Lower Rum River Watershed Management Organization Joint Powers Agreement

City Engineer/Public Works Director Westby reviewed the Staff report in regard to the proposed amendments to the 2025-2034 Lower Rum River Watershed Management Organization JPA.

Councilmember Musgrove noted that for the amendment to the Commissioner's right to vote being suspended if the member city is delinquent in making payments could be an issue as it is dependent on when cities get their tax levy funds.

City Engineer/Public Works Director Westby shared that they have excess funds that would allow them to still make payments while they wait for the tax levy funds to come through.

Mayor Kuzma said he was on the Board for seven years and he cannot remember a time where there was an issue with a city not making their payments.

Councilmember Riley stated he is concerned with it saying all invoices and all past due amounts as sometimes things are questioned and payments are delayed.

City Engineer/Public Works Director Westby explained that this would just be for the annual assessment.

Councilmember Riley said he would like this language to be clarified.

Councilmember Musgrove shared that she does not think they have ever had an increase as high as 20%.

City Engineer/Public Works Director Westby stated that there was a year in the past where the fees did go up significantly which was due to trying to get more funds in a plan.

Councilmember Woestehoff asked who sets the assessment amount.

Mayor Kuzma said it was set by the Board Members of the WMO.

Councilmember Woestehoff stated that having a cap makes sense and he does not have an issue with the cap being set at 120% of the previous year's assessment.

Councilmember Musgrove shared that in the Board's yearly budget, they set aside money in reserves ahead of time. She said this will help keep increases to a level where it is manageable for every city and this acts as a safeguard.

Councilmember Woestehoff asked what the City's current assessment amount is.

City Engineer/Public Works Director Westby stated it is around $65,000 and it comes from the stormwater funds.

Councilmember Musgrove added that it is based on a formula of how many projects a city does.

Mayor Kuzma noted that Ramsey has a majority of the frontage of the Lower Mississippi River.

Councilmember Riley asked if there is a calculation that takes into account the amount of river frontage in a city.

Mayor Kuzma said it is calculated by population.

Councilmember Woestehoff asked if one-half of 1% of their net tax capacity will meet the needs of the district.

City Engineer/Public Works Director Westby said he does not know.

Councilmember Woestehoff stated they should figure this out before agreeing to it.

City Administrator Hagen shared that the annual contribution by each member city is based 50% on the net tax capacity and 50% on the basis of the total area within the boundaries of the watershed.

Councilmember Musgrove shared that the individual who wrote up this new JPA only works on watersheds, so he is able to look at this with an eye to protect the members.

Councilmember Woestehoff reiterated his desire to make sure the assessment amounts align with what the Board needs to be successful.

Councilmember Musgrove suggested adding permits to Section 1.4(m), under definitions.

City Administrator Hagen stated permits are tied to projects and this section references projects which will have permits tied to them.

Councilmember Musgrove asked how remote attendance at meetings affects Section 3.2. She asked if language would need to be added to address remote attendance.

City Attorney Knaak said it would be a good idea to expressly authorize remote attendance for these meetings.

Councilmember Musgrove stated that Section 3.5 states that checks must be signed by the Chair, which is not done currently. She said the treasurer and the appointed finance person sign the checks. She added that the way it is done currently works well. She shared that Section 3.7 addresses calling Special Meetings but does not specify who pays for the meeting. She suggested adding language that if a Special Meeting is called by a permittee, they need to pay for the cost of this. She noted that Section 4.1(a) 20, it discusses the auditor's report going to the member cities at least once a year. She asked if this is provided to the City.

City Engineer/Public Works Director Westby said he is not sure.

Councilmember Musgrove asked if they wanted this to come to the City every year and have someone look over the audit.

City Attorney Knaak shared that this may be to the benefit of the City to have the availability to the City auditor.

Councilmember Musgrove asked if they send the Local Water Plans to the Met Council as referenced under Section 4.3(b).

City Engineer/Public Works Director Westby said he would need to refer to this statute; however, they submit this plan to whoever requests it.

Councilmember Riley asked if they are required to submit this whenever it is requested if it also needs to be a part of this agreement.

City Administrator Hagen said this section essentially states that the Board will follow State law.

Councilmember Woestehoff said he would be in favor of keeping this section as it would help keep the other cities accountable for doing their job as well.

Councilmember Musgrove shared that they do not have the authority to levy anything and the paragraph in Section 5.6(d) says they do. She added that this section also talks about the County and the WMO does not really do any work with the County.

City Engineer/Public Works Director Westby stated watershed districts have levying authority but not watershed management organizations.

Councilmember Musgrove suggested removing this whole paragraph and replacing it with the old language. She added that the WMO does not do much with CIPs and Sections 7.2 and 7.3 have a lot of language about the CIP. She noted that they are regulated by BWSR and not the County. She thanked City Attorney Knaak for reviewing this and providing his feedback.

The consensus of the Council was to move forward with the discussed amendments to the JPA and direct Staff to gather more information to bring back to Council.

2.02: Discussion of Ordinance #24-12, Regulating Cannabis Businesses

Planning Manager Larson reviewed the Staff report concerning the ordinance for regulating cannabis businesses.

Mayor Kuzma said he is not in support of allowing temporary cannabis events.

Councilmember Woestehoff agreed.

Councilmember Musgrove agreed.

The consensus of the Council was to move forward with the proposed ordinance and not allow temporary cannabis events.

2.03: Discuss Potential Amendments to Rental Housing Code

Planning Manager Larson reviewed the Staff report in regard to amendments to the Rental Housing Code.

Councilmember Musgrove noted that in the first paragraph of the Rental Code, it lists the responsibilities of the licensee but does not list any responsibility for the tenant. She asked why this was.

Planning Manager Larson explained that the rental licensing program does not involve the tenants as they are not responsible for getting a license.

Councilmember Musgrove shared that under the definitions section of the code, the definition of occupant is different from the definition of tenant. She asked if they would be able to put restrictions on the definition of occupants to help protect the property owners from squatters. She suggested only allowing people who are on the lease to occupy the unit.

Planning Manager Larson explained that a tenant may meet someone and have them move in the middle of the lease, which would make this person an occupant, not a tenant.

Councilmember Musgrove stated that under the rental dwelling license section, it states the license will be issued by the City Administrator or designee. She asked if this should say it is issued by the City of Ramsey.

City Attorney Knaak noted that this is a part of the Ramsey City Code. He said there is no harm to being more specific in this section; however, he does not think it is necessary.

Councilmember Musgrove shared that in Section 26.645, subsections 4 and 5 are written in paragraph form and may be easier read if they were put in a bulleted format. She asked if the requirement for the list of tenants will be something that the City keeps on hand or the landlord will have.

Planning Manager Larson explained that the list of tenants is something that the leasing office will need to have on hand so that if there is an issue, the Police Department can figure out who lives in what unit if needed.

Councilmember Musgrove asked if this is a new requirement of the City.

Planning Manager Larson said he is not aware of what this requirement was previously. He noted that the City does not want to maintain a list that has to be updated anytime tenants are changing.

Councilmember Howell asked if the Crime Free Housing program went away, if they would still be able to require a Minnesota Crime Free Housing Lease Addendum to be added to leases.

City Attorney Knaak stated if they remove the Crime Free Housing program, there would be no reason to have this in their ordinance.

Councilmember Howell said she would like the Crime Free Housing Lease Addendum to continue even if they do away with the Crime Free Housing program.

Councilmember Woestehoff stated he liked the idea of keeping the Crime Free Housing Lease Addendum in the leases.

Councilmember Musgrove agreed. She asked if there should be a designated time frame for when a property manager or leasing agent is replaced that the City needs to be notified.

Planning Manager Larson shared that there is an apartment complex in the City that has a high turnover rate for their leasing agents and it would be hard to regulate this as they would not know when the person first left the role and was replaced.

Councilmember Musgrove suggested changing the language to immediately notifying the City when there is a change in leasing agent or property manager. She added that she would like some clarification on what is satisfactory to the City that the licensee is maintaining the documents required, as referenced in Section 26.645 Subsection 5.

Councilmember Riley suggested removing the language around being satisfactory to the City.

Councilmember Musgrove agreed.

City Attorney Knaak stated they will want to have some kind of discretionary standard so that it is up to the City to decide if the proof they are being provided is sufficient. He said they could tighten up this language; however, he thinks they would want to create a reasonable standard where it is the City who gets to decide if the information provided to them is sufficient.

Councilmember Musgrove asked where this standard is written.

City Attorney Knaak said it would not be in this language and explained that it would likely be someone calling the City and asking how they want this information.

Councilmember Musgrove suggested having the standards written on the application.

City Attorney Knaak said that would be a good idea; however, he does not believe they need this kind of language in the code.

Councilmember Howell noted that the landlords should know what kind of documents they have to have on hand to provide to the City.

Councilmember Musgrove shared that she does not want this to be a varying standard. She said she would like the standard to be the same for everyone and clearly written out.

City Attorney Knaak said this is a valid concern and noted that the way this is addressed would be to show the landlords the kinds of things the City is looking for with this documentation.

Planning Manager Larson added that this section refers to how the landlord keeps their information in the event that the City needs access to it. He said they do not want to dictate the way that these landlords keep their records organized.

Councilmember Woestehoff asked why they are removing the Crime Free Housing program.

Police Chief Katers explained that they have officers that are trained in Crime Free Housing and this program has licensing and fees associated with being a part of this nation-wide program. He

said this program is currently being reworked and eventually the Minnesota Crime Prevention Association will be creating their own program for this.

The consensus of the Council was to move forward with the discussed amendments to the rental housing code.

2.04: Discuss Changes to the Earned Sick and Safe Time Policy

Administrative Services Director Lasher reviewed the Staff report concerning the changes to the Earned Sick and Safe Time policy.

Councilmember Woestehoff said this seems like it will be far easier on an administrative level to manage. He stated he is fully supportive of this.

Councilmember Riley asked if the City gives more sick days than required by law.

Administrative Services Director Lasher said yes and noted they give 12 days a year, which is double the State requirement.

City Administrator Hagen explained that State legislation passed laws that went into effect on January 1, 2024, which required up to 48 hours of Earned Sick and Safe Time. He noted that every hour beyond this, the City could be more restrictive with eligible uses; however, this law now changed in the current legislation and now states that any time off that is related to sick time that is given by employers need to meet the Earned Sick and Safe Time eligible uses. He said they could carry a bank for all employees that were with the City last year and keep the old sick time policy; however, this will be more involved on the administrative level.

Councilmember Musgrove asked if they were to put all sick time into a bank for the employee to use if there would still be a cap at 48 hours per year.

Administrative Services Director Lasher said it would be capped at 96 hours a year. She explained that it would be the same accrual, it just changes the usage of the time.

Councilmember Riley asked if there are more discussions around changing this in the future as this has already been changed twice in two years.

City Administrator Hagen said he is not sure if more changes will be coming from the legislation.

Administrative Services Director Lasher shared that on average Ramsey employees use around 54% of their accrued sick time. She said she does not feel that changing this policy will change the use.

Councilmember Specht said he is in favor of the change.

Councilmember Riley stated he does not like the idea of the law itself as he is concerned that it will change again in the near future.

Councilmember Woestehoff noted that this could change again in the future; however, he does not see it becoming more restrictive. He added that they already have to make this change for 2024.

Councilmember Musgrove said she is in support of this as it is a law they have to follow; however, she is not supportive of the law change as she sees it as being detrimental to small businesses.

Councilmember Howell stated she is not in support of this change.

Councilmember Olson said he was in support.

The consensus of the Council was to move forward with the proposed changes to the Earned Sick and Safe Time policy.

2.05: Attorney-Client Privileged Discussion of Litigation: Murray v. City of Ramsey (Conciliation Court Appeal) - Closed to the Public

City Attorney Knaak reviewed the Staff report and requested the meeting move to Closed Session.

Motion by Councilmember Riley, seconded by Councilmember Musgrove, to recess the meeting to Closed Session at 6:47 p.m.

Motion carried. Voting Yes: Mayor Kuzma, Councilmembers Riley, Musgrove, Howell, Olson, Specht, and Woestehoff. Voting No: None.

The meeting reconvened to Open Session at 6:57 p.m.

City Administrator Hagen shared that Staff received direction from the Council.

3. TOPICS FOR FUTURE DISCUSSION

3.01: Review Future Topics/ Calendar

Noted.

4. MAYOR / COUNCIL / STAFF INPUT

None.

5. ADJOURNMENT

The Work Session of the City Council was adjourned at 6:58 p.m.

Respectfully submitted,

Brian S. Hagen
City Administrator

ATTEST:

Katie M. Schmidt
City Clerk

Drafted by Ava Major
TimeSaver Off Site Secretarial, Inc.

From:	Bruce Westby
To:	Becky Wozney (becky.wozney@anokaswcd.org)
Cc:	Leonard Linton; Debra Musgrove
Subject:	Draft 2025 - 2034 LRRWMO JPA Review Comments - City of Ramsey
Date:	Thursday, October 10, 2024 10:48:00 AM
Attachments:	image007.png image008.png image009.png

Hi, Becky.

Below are comments from City staff and from the Ramsey City Council received during their October 8th work session upon reviewing the draft 2025 – 2034 LRRWMO Joint Powers Agreement.

Staff Comments

- General note - Any State Statutes referenced in the JPA must apply to WMO's. No Watershed District specific statutes should be referenced.
- Page 2, Recitals, Section D – Revise 1985 to 1995.
- Page 12, Sections 4.1(a)(8) and 4.1(a)(9) – Pluralize "Member" in second sentences (The Members further understand…)
- Page 12, Section 4.1(a)(13) – Do not abbreviate "Minn. Stat., chap.".
- Page 25, Section 5.7(c)(3) – Replace "two-thirds" with 'majority" (in the same spirit as City Council comment for Page 30 below).

City Council Comments

- Page 7, Section 3.2(a) –
    - This section states Commissioners must be present to vote. Voting should be allowed via remote attendance. Add verbiage addressing this.
    - This section states a Commissioner's right to vote shall be suspended if the appointed Member is delinquent in making any payment due to the Commission. Amend verbiage clarifying which payments this refers to; annual assessments, permit fees for City projects, etc.
- Page 9, Section 3.5 – Delete "sign checks" from Board Officers duties. Board Officers do not have the authority to sign checks.
- Page 10, Section 3.7(b) – Add verbiage stating Permitees shall pay all costs associated with special meetings.
- Page 13, Section 4.1(a)(20) – The City of Ramsey has never received an annual audit report. If these reports are submitted they would best be directed to the Finance Director, but City Clerk is acceptable.
- Page 16, Section 4.3(b) – Prefer language that is less specific, such as "Each Member shall submit its proposed Local Water Plans as required by State Statutes."
- Page 23, Section 5.6(d) – WMO's do not have taxing authority. Delete or revise this section accordingly.
- Page 27, Section 6.3(c)(1) – Language is generally acceptable, but questioned the difference between "proposed" budget in this section and "operating" budget in section 6.3(c)(2).
- Page 27, Section 6.3(c)(2) –
    - As noted above, what is the difference between "proposed" budget in section 6.3(c)(1)

and “operating” budget in section 6.3(c)(2).
    - Please provide a sample calculation to illustrate the financial implications of a Tax Capacity Cap.
    - Add language similar to 6.3(c)(1) allowing for a City Council resolution to be adopted approving a different cap amount, if needed?
- Page 30, Section 7.2 –
    - Remove reference to Anoka County. The LRRWMO is not obligated to work with Anoka County.
    - Replace voting fractions (two-thirds and/or three-fourths) with “a majority”, similar to the language in other sections within the JPA, such as in Section 6.4(c).

Please attach or include these comments in the JPA Update item on the October 17th LRRWMO Board of Managers meeting agenda. Let me know when I can expect to receive a revised draft JPA or a list of responses to these comments that I can share with City Council and staff.

Thanks, Bruce

Bruce Westby
City Engineer/Public Works Director
763-433-9825 | Office
763-647-4485 | Cell
bwestby@cityoframsey.com
www.cityoframsey.com
7550 Sunwood Dr. NW | Ramsey, MN 55303

Lower Rum River WMO

MEETING NOTICE

November 21, 2024 – 8:00 a.m.
Workshop Conference Room (2nd floor) - Anoka City Hall

PRELIMINARY REGULAR AGENDA

Agenda to be Finalized at Meeting

A. CALL TO ORDER
B. ROLL CALL
C. APPROVE AGENDA
D. RESIDENT'S FORUM
E. APPROVE MINUTES
   1. October 17, 2024, Regular Meeting
F. FINANCE MATTER
   1. Treasurer's Report
   2. Payment of Bills
   3. Posting for Audit Services ~ Update
   4. TimeSaver Secretarial 2025 Addendum
G. NEW BUSINESS
   1. Permit #2024-33 ~ Holiday Station Store ~ Andover
   2. Permit #2024-34 ~ CSAH 7 at County Road 158 Roundabout ~ Andover
   3. Permit #2024-35 ~ Martin's Meadows Wetland Enhancement ~ Andover
   4. Permit #2024-36 ~ Mississippi River Trail Reconstruction ~ Ramsey
H. CONSIDER COMMUNICATIONS ~ None
I. REPORT OF OFFICERS & WAC ADMINISTRATION REIMBURSEMENT ~ None
J. ACD REPORT ~ None
K. OLD BUSINESS
   1 JPA Update ~ Wozney
   2. Bus Tour Recap ~ Wozney
L. OUTSTANDING ITEMS/TASK CHECKLIST
M. OTHER BUSINESS
   1. Review Outreach Plan for FY25 Rum Metro WBIF Grant ~ ACD
N. ADJOURNMENT

NOTE: Some or all members of the Lower Rum River WMO may participate in the November 21, 2024 Lower Rum River WMO meeting by Zoom rather than by being personally present at the Lower Rum River WMO regular meeting place at the Anoka City Hall, 2015 First Avenue North, Anoka, MN 55303. Members of the public can physically attend, although there is very limited seating in the workshop conference room (2nd floor) as appropriate social distancing will be done by the Commission and visitors.

Members of the public may also monitor and participate in meetings remotely by attending via video conference (Zoom Webinar). Please contact Becky Wozney at 763.434.2030 x140 or becky.wozney@anokaswcd.org for Zoom link information.

Pending: *Permit #2016-16 ~ 2274 164th Avenue Driveway Access ~ Wetland Replacement Plan*
Permit #2024-20 ~ Rivers Bend Reg. Stormwater Mgmt. Study ~ City of Ramsey

Next Meeting: *Regular meeting is December 19, 2024– at 8:00 a.m.*

*** PLEASE POST ****
PUBLIC WELCOME TO ATTEND

LOWER RUM RIVER WATERSHED MANAGEMENT ORGANIZATION

OCTOBER 17, 2024

CALL TO ORDER

Chairman Debra Musgrove called the meeting to order at 8:00 a.m. in the Committee Room of Anoka City Hall.

ROLL CALL

Voting members present were: Debra Musgrove, Ramsey; Jeff Weaver, Anoka; and Valerie Holthus, Andover.

Voting members absent were: None.

Also present were: Deputy Treasurer Lori Yager, Ramsey Civil Engineer IV Leonard Linton, Ramsey City Engineer/Public Works Director Bruce Westby, Anoka Engineering Technician Ben Nelson, Heather Lau of Barr Engineering, Andover Interim City Administrator Dave Berkowitz, Becky Wozney of Anoka Conservation District, and Colleen Werdien of Anoka Conservation District.

APPROVE AGENDA

Motion was made by Weaver, seconded by Holthus, to approve the October 17, 2024 agenda as presented. Vote: 3 ayes, 0 nays. Motion carried.

RESIDENT'S FORUM

Chris Smothers, 3800 Rum River Drive in Anoka, commented that he is present to observe the meeting. He stated that he has lived on the Rum River for multiple decades and there is a peninsula near his home that used to be an island. He wondered what he could do to receive approval to restore that to an island again and restore the water to his and his neighbors' properties. He stated that the conditions make it more difficult for him and his neighbors to get out on the river.

Weaver commented that the City of Anoka shared the concern with sand that filled in places where it had not previously been, and that the sand blocked navigation. He stated that the City spent one year or more obtaining the permits to dredge that navigation channel. He asked if the resident could shovel out the material to restore their navigation.

Nelson commented that he would defer that question to the DNR area natural hydrologist. He noted the different entities that are involved in permitting activities of that nature for the river. He noted that the DNR hydrologist would be able to provide the correct information to the resident as to what would be allowed and/or what would require a permit.

Smothers commented that the channel they use to access the river is now about one foot wide, where before it was much larger.

Wozney stated that she would provide the resident with the correct contact information.

Weaver commented that residents make a large investment to live on the river and to not be able to use that resource is a big deal.

APPROVE MINUTES

September 19, 2024 Regular Meeting

Motion was made by Holthus, seconded by Musgrove, to approve the September 19, 2024, Regular Meeting minutes as presented. Vote: 2 ayes, 0 nays, 1 abstain (Weaver). Motion carried.

FINANCE MATTERS

Treasurer's Report

Yager presented the Treasurer's Report for the period ending September 30, 2024. Account balances for the period were: Checking, $188,042.84; less permit account balance of ($32,949.51), less Generation Plan reserves balance of ($32,493.43); for a total balance of $122,599.90.

Musgrove noted that the permit statement showed a lot of outstanding balances and asked if that is accounted for in the summary report as uncleared transactions. Yager clarified that uncleared transactions are checks that have not yet cleared the bank whereas receivables are reflected on the second page of the report.

Motion was made by Holthus, seconded by Weaver, to accept the Treasurer's Report for the period ending September 30, 2024. Vote: 3 ayes, 0 nays. Motion carried.

Payment of Bills

Yager presented the payment of bills for Barr Engineering in the amount of $8,522.91(August engineering services), TimeSaver in the amount of $747.40 (September secretarial services), and RTY Consulting in the amount of $2,059 (third quarter accounting services).

Musgrove referenced the Barr Engineering invoices that are from August and asked if that delay is typical. Yager stated that Barr Engineering has changed their invoicing to do full month invoicing and therefore is behind. She stated that she has received the September invoice, but it was not early enough to include for this meeting and will come forward next month.

Motion was made by Holthus, seconded by Weaver, to authorize payment as presented and indicated above. Vote: 3 ayes, 0 nays. Motion carried.

Posting for Audit Services

Yager stated the 2025 budget includes an audit, noting that the last audit was completed in 2020 for the 2019 calendar year. She stated that the LRRWMO is required to complete an audit every five years and therefore she would like to post for the services to get someone on board to complete the audit.

Motion was made by Weaver, seconded by Holthus, to authorize posting for audit services as proposed. Vote: 3 ayes, 0 nays. Motion carried.

LRRWMO Funding Request for Rivers Bend Regional Pond Project ~ Ramsey

Westby explained how the City discovered the need for regional water treatment to support development in the area. He stated that the City developed the plans for the pond and identified the area that would be treated by the pond, noting a total of 35 acres that includes a residential development that has never been treated as it was built before the current water treatment regulations. He stated that the project has begun with a cost of almost $900,000. He stated that watershed-based funding was awarded for this project in the amount of $248, 250 and the City is funding the remainder of the project. He stated that in additional discussions with Schurbon, he was made aware that the City of Anoka had been awarded $45,000 in watershed-based funding but that project did not move forward so, therefore, those funds could be reallocated towards this project. He stated that Schurbon also noted that the LRRWMO would have funds that could be applicable to this project, which led to the request for an additional $46,000.

Wozney stated that the LRRWMO has budgeted cost-share funds through the years as part of the annual budget and City paid assessments. She stated that this does seem like a great project and Schurbon recommended that this would be a good use of cost-share funds. She stated that the request for the Board is to consider authorizing $8,450 from the LRRWMO cost-share grant to go towards the project, which would provide the necessary match to the WBIF grant.

Yager stated that the Board annually has budget line items for the WBIF, noting $18,600 in 2024 and $20,000 for 2025. She stated that the LRRWMO also budgets annually for the cost-share grant program noting $6,000 for 2024 and a carryover from 2023 in the amount of $8,450.

Weaver asked where the water is currently draining for these 35 acres. Westby identified a floodplain wetland in River's Bend Park, noting that water is directed there from the stormwater system. He stated that is currently a shallow floodplain wetland that overflows and does not have the capacity to treat this water. He confirmed that this pond would treat the water before it goes downstream.

Weaver asked if maintenance agreements would be put in place to ensure the sediment is cleaned out. Westby replied that pond would become part of the City's stormwater system and would be maintained as needed. He stated that Ramsey is currently working to develop a stormwater maintenance policy which will better identify a maintenance schedule.

Weaver noted that the City of Anoka has been installing grit chambers as part of street improvement projects which are cleaned once or twice a year and noted that is resulting in better water quality in the river. He applauded this project from the City of Ramsey.

Musgrove asked if there should be two separate motions for this item. Wozney noted that the action could be completed in one motion.

Motion was made by Weaver, seconded by Holthus, to authorize $30,000 from the WBIF fund to the Rivers Bend Regional Pond Project. Vote: 3 ayes, 0 nays. Motion carried.

Motion was made by Weaver, seconded by Holthus, to authorize $8,450 from the LRRWMO cost share grant fund to the Rivers Bend Regional Pond Project. Vote: 3 ayes, 0 nays. Motion carried.

Weaver commended Ramsey for this initiative, noting that anything done upstream to improve the water quality also has a positive impact downstream.

NEW BUSINESS

LRRWMO Permit #2024-24 ~ Voice of Hope Church ~ Ramsey

Linton reviewed the October 11, 2024 memo from Barr Engineering in which Barr Engineering recommends that the LRRWMO approve of the permit for this project subject to 11 conditions detailed in the memorandum.

Motion was made by Holthus, seconded by Weaver, to approve Permit #2024-24, Voice of Hope Church, Ramsey, subject to eleven (11) conditions as detailed in the Barr Engineering memorandum dated October 11, 2024.

Further discussion: Lau noted the condition for the applicant to provide a geotechnical report prior to construction to ensure separation from the groundwater.

Vote: 3 ayes, 0 nays. Motion carried.

LRRWMO Permit #2024-35 ~ Martin's Meadows Wetland Enhancement ~ Andover

Wozney reviewed the October 11, 2024 memo from Barr Engineering in which Barr Engineering recommends that the LRRWMO delay its decision until after the DNR has an opportunity to review and comment on the project.

Motion was made by Holthus, seconded by Weaver, to table Permit #2024-35, Martin's Meadows Wetland Enhancement, Andover, as detailed in the Barr Engineering memorandum dated October 11, 2024. Vote: 3 ayes, 0 nays. Motion carried.

CONSIDER COMMUNICATIONS ~ None

REPORT OF OFFICERS & WAC ADMINISTRATION REIMBURSEMENT

2024 Third Quarter Reports ~ Andover, Anoka, Ramsey

Berkowitz presented the Year 2024 Third Quarter Report for the City of Andover.

Nelson presented the Year 2024 Third Quarter Report for the City of Anoka.

Linton presented the Year 2024 Third Quarter Report for the City of Ramsey.

Musgrove asked about the status of the water treatment plant. Westby replied that project is on schedule to be completed in August of 2025.

Weaver noted previous concerns from Ramsey residents related to Lake Itasca and asked if there was an update. Wozney commented that the water level has rebounded to the typical level, and she has not received any additional comments. She did reach out offering to do survey work, but noted that would involve financial assistance from that association and she did not hear anything back on that offer.

ACD QUARTERLY REPORT

2024 Third Quarter Report
Wozney presented the Year 2024 Third Quarter Report from ACD.

Musgrove asked if there was an update on the streambank stabilization. Nelson stated that they are awaiting a 401 certificate before proceeding.

OLD BUSINESS
JPA Update
Wozney reviewed the comments received from Ramsey and Andover.

Westby provided a summary of the comments from the City of Ramsey staff and City Council.

Wozney stated that the grammatical changes would be easy to address and noted that she would like the LRRWMO Attorney to review some of the comments, but noted that they seem reasonable.

Musgrove agreed that the LRRWMO Attorney could provide clarification on those items.

Weaver stated that in the comments from the cities, member is capitalized and asked if that is accurate. Musgrove confirmed that is correct.

Nelson referenced page 12, number nine, related to the dam, and stated he would like that removed as the City of Anoka has sole authority and the LRRWMO does not control the dam. He asked that the item be removed or specify that the Anoka dam is excluded. He noted that the LRRWMO passed a resolution recognizing that authority in 2016. Musgrove stated that perhaps the LRRWMO Attorney can provide clarification on the language that would be better to use.

Weaver left the meeting.

Nelson summarized the remaining comments that he had, noting that he can follow up with his comments in an email to Wozney.

Berkowitz commented that there are a lot of strong words such as ‘order’ and ‘shall,’ noting that while that is good, there should also be an appeal section. He summarized the additional comments from Andover.

Musgrove commented that perhaps the LRRWMO Attorney can clarify whether the LRRWMO would have the power to condemn property, or whether that language should be removed. She did agree that there should be a process for appeal.

Motion was made by Holthus, seconded by Musgrove, to direct staff to submit the comments related to the JPA from the cities to the LRRWMO Attorney for review. Vote: 2 ayes, 0 nays. Motion carried.

It was noted that this item would return to the LRRWMO at the November meeting and would then go forward to the member city councils in order for the LRRWMO to consider this for adoption at its December meeting. Wozney stated that the resolution could be approved by member cities on their consent agendas if that is desired by the city.

OUTSTANDING ITEMS/TASK CHECKLIST
Wozney reviewed the outstanding items and task checklist.

OTHER BUSINESS
Bus Tour October Dates
Wozney stated that the bus tour is planned for October 29th, noting that more details will be provided within the week. There was additional discussion about who would be attending and the size of the bus that would be needed. Wozney stated that she will rent a bus which would allow for additional attendees.

ADJOURNMENT
A motion was made by Holthus, seconded by Musgrove, to adjourn the meeting. Vote: 2 ayes, 0 nays. Motion carried.

Time of adjournment: 9:17 a.m.

Respectfully submitted,

Amanda Staple
Administrative Secretary

Lower Rum River WMO

To: **LRRWMO Board**
From: **Becky Wozney, Anoka Conservation District**
Date: **11/15/2024**
Re: **JPA update**

I forwarded these comments to city staff on 11/7/2024 the same day I received them from Troy Gilchrist, the WMO's attorney along with a sample resolution. I have attached the comments.

It is hopeful that most of the city councils and staff will still have a chance to review these comments before our November meeting. Based on his comments; it appears that he has been able to integrate most of the comments and additions or address concerns.

Today's meeting will be to address any lingering comments from the city and/or the WMO board.

The following are replies to some of the comments I reviewed. If I did not insert a reply that just means I made the indicated change, but some of these I thought it was best to offer some reply comments to better explain the language.

Staff Comments

- General note - Any State Statutes referenced in the JPA must apply to WMO's. No Watershed District specific statutes should be referenced.

  The reference to 103D came directly from the referenced WMO statute, but I revised the section to remove the reference.

- Page 2, Recitals, Section D – Revise 1985 to 1995.
- Page 12, Sections 4.1(a)(8) and 4.1(a)(9) – Pluralize "Member" in second sentences (The Members further understand…)
- Page 12, Section 4.1(a)(13) – Do not abbreviate "Minn. Stat., chap.".

  All statutory references in the document are abbreviated and this is how you abbreviate the reference to a chapter.

- Page 25, Section 5.7(c)(3) – Replace "two-thirds" with 'majority" (in the same spirit as City Council comment for Page 30 below).

City Council Comments

- Page 7, Section 3.2(a) –
  - This section states Commissioners must be present to vote. Voting should be allowed via remote attendance. Add verbiage addressing this.
  - This section states a Commissioner's right to vote shall be suspended if the appointed Member is delinquent in making any payment due to the Commission. Amend verbiage clarifying which payments this refers to; annual assessments, permit fees for City projects, etc.

  The statute on remote participation treats as present any member participating by electronic means. However, I added language to spell that out. I also tried to make it clear the vote suspension only applies if a member fails to pay the annual assessment or any supplemental assessment.

- Page 9, Section 3.5 – Delete "sign checks" from Board Officers duties. Board Officers do not have the authority to sign checks.

  I made this deletion, but the board has authority to sign checks. It is just that apparently it has delegated that authority to a fiscal agent.

- Page 10, Section 3.7(b) – Add verbiage stating Permitees shall pay all costs associated with special meetings.
- Page 13, Section 4.1(a)(20) – The City of Ramsey has never received an annual audit report. If these reports are submitted they would best be directed to the Finance Director, but City Clerk is acceptable.
- Page 16, Section 4.3(b) – Prefer language that is less specific, such as "Each Member shall submit its proposed Local Water Plans as required by State Statutes."

I left the reference to the statute in to help those who are reading it know where to look for the requirement rather than just a general reference to as required by law.

- Page 23, Section 5.6(d) – WMO's do not have taxing authority. Delete or revise this section accordingly.

  This language is directly from the statute, but I revised it to focus on the county as the levying authority.

- Page 27, Section 6.3(c)(1) – Language is generally acceptable, but questioned the difference between "proposed" budget in this section and "operating" budget in section 6.3(c)(2).
- Page 27, Section 6.3(c)(2) –
  - As noted above, what is the difference between "proposed" budget in section 6.3(c)(1) and "operating" budget in section 6.3(c)(2).

The following is a summary of the comments the City of Anoka mentioned at the October WMO Board meeting pertaining to the WMO JPA update. Some of these comments were mentioned by Dave this morning at the meeting.

- General note – Include Andover/Anoka City Attorney draft appeal language provision in JPA. See attached word document shared at the board meeting.

The appeal language was already in the JPA, but was limited to challenging CIP funding. I added the general appeal provision and have both types of appeals handled by an arbitration board. I was hesitant to add a general appeal provision like this because it potentially undermines the commission's authority and is arguably an unlawful redelegation of authority (an appeal means the final decision on the matter is made by this appeals board instead of the JPA's board). While governmental decisions can be appealed to district court as a matter of law and due process, creating a separate process that potentially overrides the board's decision outside a statutory or court process raises some issues. That said, I put the language in.

- Page 7, Section III, Subsection 3.2 (a) – confusing, is this for member fees to the WMO and/or fee's associated with permits the member has? Some times with invoicing for a member has a negative balance reflected monthly treasurer's report so then the commissioner cannot vote at the month WMO meeting?

- Page 12, Section IV, Subsection 4.1 (a) (9) – remove the word "dam" or exclude the "Anoka Dam" from this subdivision since the Anoka Rum River Dam pursuant to WMO Resolution 2016-03 states "As sole owner (City of Anoka) of the Dam, the city is responsible for the ongoing operations, maintenance, and replacement of the Dam as may be needed." See attached pdf document for the adopted WMO Resolution.

- Page 20, Section V, Subsection 5.5 (b) – is this allowed for member cities to really acquire land in another member city?

  A city's condemnation authority is not limited to its jurisdictional boundaries, though it would need to be a pretty extraordinary situation for a city to exercise its power of eminent domain in this way.

- Page 21, Section V, Subsection 5.6 (b) (i) – the board is allowed to determine what member city's cost are, not the city council of the member city determines this?

  I am sure this has been a cooperative process, but ultimately the board decides how much it will contribute to a project, which means that by default the amount the city will need to pay for the project is being set.

- Page 21, Section V, Subsection 5.6 (b) (ii) – in the sentence "Member contributions toward a CIP project may appeal the Board's determination by filling a written appeal to the Board within 30 days of the date of the resolution Board's resolution." Should the work "resolution" in red text be removed?

- Page 25, Section V, subsection 5.7 (c) (4) – in the sentence "to due" should be "due to".

- Page 28, Section VI, 6.3 (c) (2) – should this be in the JPA since the WMO does not have the authority to tax?

  Paragraph (c) is about determining caps on a city's contribution, it does not involve the commission levying anything. This is not required to be in the JPA, it has just been used in some WMOs to give the cities some comfort by limiting the amount of increase in the required contribution and placing a cap on the total amount a city may be required to contribute.

- Page 31, Section VIII, 8.4 – for sentence "Amendments shall be adopted by all governing bodies of the Members." This language seems to imply that governing bodies of Members "must" adopt amendments. However, staff believe the intent was that amendments must be adopted by governing bodies before changes and amendments to the Agreement may become effective. Which would seem to make more sense.

- Page 32, Section VIII, 8.12 – the word "extend" staff believes this word shall be "extent" not "extend".

CITY OF _____
Resolution No. _____

RESOLUTION APPROVING A JOINT POWERS AGREEMENT FOR THE CONTINUED OPERATION OF THE LOWER RUM RIVER WATERSHED MANAGEMENT ORGANIZATION

WHEREAS, the City has been a member of the Lower Rum River Watershed Management Organization ("Watershed Management Organization") since it was originally establishment in 1995; and

WHEREAS, the City is a member of the Watershed Management Organization to address its obligation under Minnesota Statutes, sections 103B.201 through 103B.253 to manage surface water within the watershed; and

WHEREAS, the current joint powers agreement, which is a cooperative effort of all three cities with land in the watershed, expires on January 1, 2025; and

WHEREAS, the attached joint powers agreement, which is incorporated herein by reference, updates the language in the agreement to remove historic language that is no longer needed, more accurately reflect how the Watershed Management Organization actually operates, and provide for its continued operation through January 1, 2035; and

WHEREAS, the Watershed Management Organization has helped to fund various projects throughout the watershed, which has contributed to improved surface water quality and ecological integrity within the watershed; and

WHEREAS, the City Council determines it is in the best interests of the City to continue its participation in the Watershed Management Organization to further its goals of improving water quality and in furtherance of satisfying its obligations to properly manage surface water in accordance with the Metropolitan Surface Water Management Program.

NOW, THEREFORE, BE IT RESOLVED, by the City Council as follows:

1. The attached Lower Rum River Watershed Management Organization Joint Powers Agreement is hereby approved and entered into by the City.

2. The Mayor and Clerk are hereby authorized and directed to execute the attached joint powers agreement on behalf of the City.

Adopted this ____ day of _____ 2024.

_____
Mayor

Attest:_____
Clerk

LOWER RUM RIVER WATERSHED MANAGEMENT ORGANIZATION
JOINT POWERS AGREEMENT

THIS JOINT POWERS AGREEMENT ("**Agreement**") is made and entered into by and among the cities of Andover, Anoka, and Ramsey. The cities that are parties to this Agreement may hereafter be referred to individually as a "Member" or collectively as the "Members."

RECITALS

A. The Lower Rum River Watershed is located East of the Mississippi River and is essentially a direct tributary to the Mississippi River. The watershed encompasses all or parts of the cities of Andover, Anoka, and Ramsey.

B. Local government units in the metropolitan area are required by the Metropolitan Water Management Program (Minn. Stat. § 103B.201 to 103B.255) to plan for and manage surface water.

C. Under the Act, one of the options available to local government units to satisfy its requirements is to adopt a joint powers agreement pursuant to Minn. Stat. § 471.59 to establish a watershed management organization to jointly plan for and manage surface water within a watershed.

D. The Members elected to exercise their authority under the Act to adopt a joint powers agreement in 1995 establishing the Lower Rum River Watershed Management Commission ("**Commission**") to cooperatively manage and plan for the management of surface water within the watershed.

E. The original joint powers agreement has been updated over time and the term of the current joint powers agreement expires at the end of 2024.

F. The Members previously acted pursuant to their authority to establish the "Lower Rum River Watershed Board of Commissioners" ("**Board**") and said Board is hereby reaffirmed as the entity charged with the authority and responsibility to manage the Commission.

G. The Board has previously acted to adopt a Watershed Management Plan for the watershed and has regularly updated the Watershed Management Plan in accordance with law.

H. The parties desire to enter into this Agreement to reaffirm the Commission and the Board in furtherance of its efforts to continue working cooperatively to prepare and administer a surface water management plan to manage surface water within the watershed in accordance with the Act and Minn. R., chap. 8410.

AGREEMENT

In consideration of the mutual promises and agreements contained herein, the parties mutually agree as follows:

SECTION I
ESTABLISHMENT, GENERAL PURPOSE, AND DEFINITIONS

1.1 Reaffirming the Establishment. The Members hereby reaffirm and ratify the establishment and continued operation of the "Lower Rum River Watershed Management Organization" pursuant to the Act and such other laws and rules as may apply.

1.2 General Purpose. The general purpose of this Agreement is to continue the Commission and its work on behalf of the Members to cooperatively adopt, administer, and update as needed the Watershed Management Plan, and to carry out the purposes identified in Minn. Stat. § 103B.201. The plan and programs shall operate within the boundaries of the Lower Rum River Watershed ("**Watershed**") as identified in the official map filed with the Minnesota Board of Soil and Water Resources. The most current version of the official map defining the boundaries of the Watershed is incorporated herein by reference. The boundaries of the Watershed are subject to change utilizing the procedure set out in Minn. Stat. § 103B.225 as may be needed to better reflect the hydrological boundaries of the Area.

1.3 Projects; Generally. Waters from the Watershed flow through many sub-watersheds directly to the Rum River and the Mississippi River. The Commission does not have many CIP Projects and, to the extent it does have a project, it is the intent of this Agreement to encourage that the solutions should be handled by agreements between the Members.

1.4 Definitions. The definitions contained in Minn. Stat. § 103B.205 and Minn. R., part 8410.0020 are hereby adopted by reference, except that the following terms shall have the meanings given them in this section.

(a) Act. "Act" means the Metropolitan Surface Water Management Program set out in Minn. Stat. §§ 103B.201 to 103B.255.

(b) Alternate Commissioner. "Alternate Commissioner" means the person appointed by a Member to serve as its alternate to represent the Member on the Board in the absence or disability of its appointed Commissioner.

(c) Board. "Board" means the board of commissioners established by this Agreement to manage and make decisions on behalf of the Lower Rum River Watershed Management Commission.

(d) Capital Improvement. "Capital Improvement" has the meaning given it in Minn. R., part 8410.0020, subp. 3 and includes the purchase of capital equipment that satisfies the eligibility criteria established by the Board for funding as a CIP Project.

(e) Capital Improvement Program. "Capital Improvement Program" has the meaning given the term in Minn. Stat. § 103B.205, subd. 3.

(f) CIP Project. "CIP Project" means a planned Capital Improvement that is part of the Commission's Capital Improvement Program, is set out in its Water Management Plan, and is eligible for funding by the Commission.

(g) City Council. "City Council" means the city council of a Member to this Agreement.

(h) Commission. "Commission" means the watershed management organization established by this Agreement in accordance with the Act, the full name of which is the "Lower Rum River Watershed Management Commission."

(i) Commissioner. "Commissioner" means the person appointed by a Member as its primary representative on the Board.

(j) County. "County" means Anoka County, Minnesota.

(k) Local Water Plan. "Local Water Plan" means the local water management plan each Member is required to develop and have reviewed as provided in Minn. Stat. § 103B.235 and Minn. R., part 8410.0160.

(l) Member. "Member" means a city that is a signatory to this Agreement and is identified in section 2.1 of this Agreement.

(m) Non-CIP Project. "Non-CIP Project" means a project undertaken by a Member or the Commission pursuant to this Agreement that does not qualify as a CIP Project and is not part of the projects included in the amount certified to the County to be included in the County's levy. Examples of Non-CIP Projects include, but are not limited to, research projects, feasibility studies, water quality projects, maintenance projects, and projects funded through the closed project account.

(n) Watershed. "Watershed" means the Lower Rum River Watershed, which includes the area contained within a line drawn around the extremities of all terrain whose surface drainage is tributary to Lower Rum River and within the mapped areas delineated on the map filed with the Minnesota Board of Water and Soil Resources pursuant to the Act.

(o) Watershed Management Plan. "Watershed Management Plan" means the plan developed and adopted in accordance with the Act, including all amendments and updates.

SECTION II
MEMBERSHIP

2.1 Members. The following local government units are Members of the Commission: City of Andover, City of Anoka, and City of Ramsey.

2.2 Additional Units of Government. The Board may, with the ratification of the councils of all Members, invite other units of government within the Rum River Watershed to become parties to this Agreement and in all respects enjoy the full rights, duties, and obligations of this Agreement.

2.3 Effect of Changes. No change in governmental boundaries, structure, or organizational status shall affect the eligibility of any local government unit listed above to be represented on the Commission, so long as such local government unit continues to exist as a separate political subdivision.

SECTION III
BOARD OF COMMISSIONERS

3.1 Establishment. The parties hereby reaffirm the establishment and continued operation of the "Lower Rum River Watershed Board of Commissioners" in accordance with the Act. The Board shall serve as the governing body of the Commission and shall carry out the purposes and have the powers as provided herein.

3.2 Board Appointments. The Commission is governed by the Board, which is comprised of a total of three Commissioners, one of which is appointed by each Members. Each party to this Agreement is a Member of the Board and shall determine the eligibility and qualifications of its representative on the Board.

(a) Commissioner. Each Member is responsible for appointing one person to serve as its representative ("**Commissioner**") on the Board. Each Member is responsible for publishing a notice of a vacancy, whether resulting from expiration of its Commissioner position or otherwise, as required in Minn. Stat. § 103B.227, subd. 2. Each Commissioner shall have one vote on the Board and must be present to vote. A Commissioner may be considered present to vote if the person participates in the meeting remotely in accordance with the requirements of Minn. Stat. § 13D.02. The authority of a Commissioner to vote shall be suspended if the appointing Member is delinquent by more than 30 days in paying its annual assessment or any supplemental assessment. The voting authority of the Commissioner shall be restored once the Member pays all past due assessments.

(b) Alternate Commissioner. Each Member may also appoint one Alternate Commissioner ("**Alternate Commissioner**") to the Board in the same manner required to appoint a Commissioner. The Alternate Commissioner may attend all meetings and speak during the public input portion of the meeting, but is only

authorized to actively participate in and vote at a Board meeting in the absence or disability of the appointing Member's Commissioner. If the absent Commissioner is also an officer of the Board, the Alternate Commissioner shall not be entitled to serve as such officer. If necessary, the Board may select a current Commissioner to temporarily undertake the duties of the absent officer.

(c) Term. The term of each Commissioner and Alternate Commissioner shall be established by each Member. A Commissioner and an Alternate Commissioner shall serve until their successors are selected and qualify, unless they resign or are removed earlier as provided herein.

(d) Notices. A Member shall provide the Commission written notice of its appointments, including the resolution making the appointments or a copy of the minutes of the meeting at which the appointments were made. The Commission shall notify BWSR of appointments and vacancies within 30 days after receiving notice from the Member. Members shall fill all vacancies within 90 days after the vacancy occurs.

(e) Vacancy. A Member shall notify the Commission in writing within 10 days of the occurrence of a vacancy in its Commissioner or Alternate Commissioner positions. The Commission will notify BWSR of the vacancy within 30 days of receiving the notice of a vacancy as required by Minn. Stat. § 103B.227, subd. 1. The Member shall publish notice of the vacancy at least once in its official newspaper as required by Minn. Stat. § 103B.227, subd. 2. The notices must state that those interested in being appointed to serve on the Commission may submit their names to the Member for consideration. The notice must be published at least 15 days before the Member's City Council acts to fill the vacancy. The City Council must make the appointment within 90 days from the occurrence of the vacancy. The Member shall promptly notify the Commission of the appointment in writing. The appointed person shall serve the unexpired term of the position.

(f) Removal. The City Council of a Member may remove its Commissioner for just cause as provided in Minn. Stat. § 103B.227, subd. 3 and in accordance with Minn. R., part 84100.0040. If a Commissioner is an elected official, or is an appointed official serving an indefinite term at the pleasure of the City Council, the City Council may remove the person at will, including if the person is not reelected. A Member may remove its Alternate Commissioner without cause. The Member shall notify the Board of the removal in writing within 10 days of acting to remove the Commissioner. The Commission shall notify BWSR of the vacancy within 30 days of receiving notice of the removal. The City Council shall act to fill the vacancy created by the removal within 90 days as provided in this Agreement.

3.3 Compensation and Expenses. Commissioners and Alternate Commissioners shall serve without compensation from the Commission. Commission funds may, but are not required to, be used to reimburse Commissioners and Alternate Commissioners for

expenses incurred in performing Commission business if authorized by the Board. Nothing herein prohibits a Member from choosing, in its sole discretion and cost, to compensate or reimburse the expenses of its Commissioner or Alternate Commissioner.

3.4 Board Officers. Each year at its February meeting the Board shall elect from among its Commissioners a Chair, Vice Chair, Secretary, and Treasurer. All such officers shall hold office for a term of one year until their successors have been duly elected by the Board. An officer may serve only while they remain a Member of the Board. A vacancy in an officer position shall be filled by Board election for the remainder of the unexpired term of such office.

3.5 Duties of Board Officers. The Chair shall serve as the presiding officer at Board meetings, execute documents on behalf of the Board, and perform other duties and functions as may be determined by the Board. The Vice-Chair shall undertake the duties of the Chair in the absence or disability of the Chair. The Secretary shall maintain the records of the Commission, Board meeting minutes, ensure meetings are properly noticed, countersign documents with the Chair, and perform such other duties as assigned by the Board. The Secretary may delegate one or more specific duties of the position. The Treasurer shall oversee the Commission's budget and finances, sign checks, and perform such other duties as assigned by the Board.

3.6 Quorum. A majority of the Commissioners shall constitute a quorum. Less than a quorum may adjourn a scheduled meeting. A simple majority of a quorum is required for the Board to act unless a higher number of votes is required by law or this Agreement. A Board vacancy or the suspension of voting rights as provided herein shall temporarily reduce the number of Commissioners required for a quorum.

3.7 Meetings. The Board shall conduct meetings in accordance with the Minnesota Open Meeting Law (Minn. Stat., chap. 13D) and this section.

(a) Regular Meetings. The Board shall develop a schedule of its regular meetings. The Board shall post the schedule on the Commission's website and provide a copy to each Member. The Secretary shall maintain a copy of the schedule of regular meetings. The Chair and Vice-Chair may cancel a meeting due to a lack of business items. The Secretary shall make a good faith effort to notify Commissioners of a meeting cancellation.

(b) Special Meetings. The Board may hold such special meetings as it may determine are needed to conduct the business of the Commission. A special meeting may be called by the Chair or by any two Commissioners. The Secretary shall post and provide notice of special meetings to the Commissioners. Emailing notices to Commissioners shall constitute sufficient notice under this Agreement. If the Board agrees to hold a special meeting at the request of an applicant or permittee, that person shall be responsible for reimbursing the Commission for the costs of such meeting.

(c) Annual Meeting. The February Board meeting shall constitute the annual meeting of the Commission.

(d) Rules of Procedure. The Board shall conduct its meetings generally in accordance with the procedures set out in the most current version of Robert's Rules of Procedure, or such other parliamentary rules as identified by the Board, without requiring strict conformance to its requirements. The Board may modify such rules as it determines is appropriate to facilitate the conducting of its business or adopt a different set of rules for its meetings. The Board may amend its rules from time to time as it determines is appropriate upon a majority vote of all Commissioners. The Board may also waive one or more specific rules as it determines are necessary to facilitate the conducting of its business. Voting and statutory requirements are not waivable.

SECTION IV
POWERS AND DUTIES OF THE BOARD

4.1 Powers. The Board is authorized to exercise the powers in this section to carry out the purposes of the Commission.

(a) Powers Granted. The Board shall have the following powers.

(1) It may contract with or employ such persons or entities as it deems necessary to accomplish its duties and powers. Any employee may be on a full-time or part-time basis as the Board determines. Such employees and contracted consultants shall be considered Commission staff.

(2) It may contract for space, materials, supplies, and services to carry on its activities.

(3) It may acquire necessary personal property to carry out its powers and its duties.

(4) It shall prepare, adopt, implement, and update a Watershed Management Plan that satisfies the requirements of Minn. Stat. § 103B.231. The Watershed Management Plan shall address all items required by applicable laws and rules. The Watershed Management Plan shall establish a comprehensive goal for the development of the Watershed and shall establish a recommended procedure for accomplishing the purposes of the Commission.

(5) It shall develop and adopt a capital improvement program as part of the Watershed Management Plan. The Board shall determine which projects to include in the capital improvement program.

(6) It shall make necessary surveys or utilize other reliable surveys and data and develop projects to accomplish the purposes for which the Commission is organized.

(7) It may cooperate or contract with the State of Minnesota, any political subdivision thereof, federal agency, or private or public organization to accomplish the purposes for which it is organized.

(8) It may, if necessary to implement the plan, order a Member or Members to construct, clean, repair, alter, abandon, consolidate, reclaim or change the course or terminus of any ditch, drain, storm sewer, or water course, natural or artificial, within the Watershed. The Members further understand and agree that the Board in reviewing, ordering, or authorizing these projects will use the best management practices required to meet state and federal statutes and regulations. The Board will also consider the ability of the Members to fund the enforcement of local controls and any ordered capital improvements. The Board shall incorporate financial review and anticipated sources of revenue as a part of the overall management plan and as a part of local water management plans.

(9) It may order any Member or Members to acquire, operate, construct, or maintain dams, dikes, reservoirs, and appurtenant works or other improvements necessary to implement the overall plan. The Members further understand and agree that the Board in reviewing, ordering, or authorizing these projects will use the best management practices required to meet state and federal statutes and regulations. The Board will also consider the ability of the Members to fund the enforcement of local controls and any ordered capital improvements. The Board shall incorporate financial review and anticipated sources of revenue as a part of the overall management plan and as a part of local water management plans. This section shall not apply to the Anoka Dam as the City of Anoka is solely responsible for the ongoing operations, maintenance, and replacement of the Dam as may be needed

(10) It shall regulate, conserve, and control the use of storm and surface water and groundwater within the Watershed necessary to implement the Watershed Management Plan.

(11) It may contract for or purchase such insurance as the Board deems necessary for the protection of the Commission.

(12) It may establish and maintain devices acquiring and recording hydrological and water quality data within the Watershed.

(13) It may enter upon lands within or without the watershed to make surveys and investigations to accomplish the purposes of the Commission. The

Commission shall be liable for actual damages resulting therefrom but every person who claims damages shall serve the Chair or Secretary of the Board with a Notice of Claim as required by Minn. Stat., chap. 466.05.

(14) It shall provide any Member with technical data or any other information of which the Commission has knowledge which will assist the Member in preparing land use classifications or local water management plans within the Watershed.

(15) It may provide legal and technical assistance in connection with litigation or other proceedings between one or more of its Members and any other political subdivision, commission, board, or agency relating to the planning or construction of facilities to drain or pond storm waters or relating to water quality within the Watershed. The use of Commission funds for litigation shall be only upon a favorable vote of a majority of the eligible votes of the then existing Members of the Commission. Such a vote is not required for the Board to expend Commission funds in the defense of a suit brought against the Commission or its Commissioners, in accordance with applicable laws, to the extent such costs are not paid by the Commission's insurer.

(16) It may accumulate reserve funds for the purposes herein mentioned and may invest funds of the Commission not currently needed for its operations, in the manner and subject to the laws of Minnesota applicable to statutory cities.

(17) It may collect monies, subject to the provisions of this Agreement, from its Members, the County, and from any other source approved by a majority of its Board.

(18) It may accept gifts, apply for and use grants or loans of money or other property from the United States, the State of Minnesota, a unit of government or other governmental unit or organization, or any person or entity for the purposes described herein; may enter into any reasonable agreement required in connection therewith; may comply with any laws or regulations applicable thereto; and may hold, use, and dispose of such money or property in accordance with the terms of the gift, grant, loan or agreement relating thereto.

(19) It may make contracts, incur expenses, and make expenditures necessary and incidental to the effectuation of these purposes and powers and may disburse therefor in the manner hereinafter provided.

(20) It shall cause to be made an annual audit by a certified public accountant or the state auditor of the books and accounts of the Commission and shall

make and file a report to its Members at least once each year including the following information:

(i) The approved budget;
(ii) Reporting of revenues;
(iii) Reporting of expenditures;
(iv) Financial audit report or section that includes a balance sheet, a classification of revenues and expenditures, an analysis of changes in final balances, and any additional statements considered necessary for full financial disclosure; and
(v) The status of all Commission projects and work within the Watershed.

Copies of said report shall be transmitted to the Clerk of each Member.

(21) Its books, reports, and records shall be available for and open to inspection by the Members at all reasonable times.

(22) It may recommend changes in this Agreement to the Members.

(23) It may exercise all other powers necessary and incidental to the implementation of the purposes and powers set forth herein and as outlined and authorized by the Act.

(24) It shall cooperate with the applicable state agencies in complying with the requirements of Minn. Stat., chap. 103G.

(25) Each Member reserves the right to conduct separate or concurrent studies on any matter under study by the Commission.

(26) It shall establish a procedure for establishing citizen or technical advisory committees and to provide other means for public participation.

(27) Where the Board is authorized or requested to review and make recommendations on any matter, the Board shall act on such matter within 60 days of receipt of the matter referred. Failure of the Board to act within 60 days shall constitute approval of the matter referred, unless the Board requests and receives from the referring unit of government an extension of time to act on the matter referred. Where the Board makes recommendation of any matter to a Member, the Council of a Member not acting in accordance with such recommendation shall submit a written statement of its reasons for doing otherwise to the Board within 10 days of its decision to act contrary to the Board's recommendation. The Board shall review the written statement and if determined insufficient by the Board, request written clarification within an additional 10 days.

(b) Powers Reserved. The Board shall not have any of the powers identified in this paragraph. Expressly identifying specific powers reserved to the Members is not intended to expand, by negative implication, the powers granted above to the Board.

(1) Eminent Domain. The Commission does not have the power of eminent domain. Any easements or other interests in land necessary to be acquired for an Improvement Project shall be acquired as provided below.

(2) Real Property. The Commission shall not own any interest in real property. All interests in lands shall be held in the name of the Member wherein said lands are located. This provision does not prohibit the Commission from acquiring a temporary interest in real estate as needed to conduct studies, undertake a project, or to otherwise carry out its duties.

(3) Bonding. The Commission does not have the power to issue certificates, warrants, or bonds.

(4) Special Assessments. The Commission shall not have the power to levy a special assessment upon any privately or publicly owned land. All such assessments shall be levied by the Member wherein said lands are located. It shall have the power to require any Member to contribute the costs allocated or assessed according to the other provisions of this Agreement.

4.2 Collection or Diversion of Waters. Each Member agrees that it will not directly or indirectly collect or divert any additional surface water to Lower Rum River, the Mississippi River, or their tributaries without a permit from the Board. Permits may be granted by the Board for a Member to proceed with the construction or reconstruction of improvements within the individual Members' boundaries and at its sole cost upon a finding:

(a) That there is an adequate outlet;

(b) The construction is in conformance with the overall plan; and

(c) The construction will not adversely affect other Members of this Agreement.

4.3 Local Water Plans.

(a) Development. Each Member agrees to develop and maintain a Local Water Plan, capital improvement program, and official controls as necessary to bring local water management into conformance with the Watershed Management Plan. The development and implementation of Local Water Plans shall conform with all requirements of the Act, including Minn. Stat. § 103B.235 and Minn. R., part 8410.0160. In accordance with the Act, the Board shall approve or disapprove each local plan or any parts of each plan.

(b) Review. Each Member shall submit its proposed Local Water Plan to the Metropolitan Council and the Board for review as required by Minn. Stat. § 103B.235. The Board shall consider any comments on the Local Water Plan received from the Metropolitan Council and shall act on said plans in accordance with the Act.

4.4 Pollution Control and Water Quality. The Commission shall have the authority and responsibility to protect and improve water quality in the Watershed as this is one of the main purposes set forth in the Act. All Members agree that they will refuse to allow the drainage of sanitary sewage or industrial wastes onto any land or into any watercourse or storm sewer draining into the Watershed. The Board may investigate on its own initiative, or request a Member to investigate, a complaint relating to pollution of surface water or groundwater draining into or affecting the Watershed. If the Board determines the Watershed is being polluted by an identifiable source, the Board may order the Member to abate this nuisance and each Member agrees that it will take all reasonable action available to it under the law to alleviate the pollution and to assist in protecting and improving the water quality of surface water and groundwater in the Watershed.

4.5 Boundary Changes. Any changes to the boundaries of the watershed shall be undertaken in accordance with Minn. Stat. § 103B.215.

SECTION V
PROJECTS

5.1 CIP Projects and Limitations.

(a) Approval. The Board may approve and authorize the carrying out of CIP Projects to further the purposes of the Watershed Management Plan.

(b) Cross Boundaries. No project that will channel or divert additional waters to subdistrict and subtrunks that cross municipal boundaries shall be commenced by any Member prior to approval of the Board of the design of an adequate outlet or of adequate storage facilities.

5.2 Process for CIP Projects. The process for undertaking a CIP Project is as follows.

(a) Initiation. A CIP Project may be proposed by a Member or by the Board based on subwatershed assessments, lake/stream resource assessments, inspections, or a particular need or issue identified by a Member or the Board. The Board shall not order a CIP Project, and no engineer shall be authorized by the Board to prepare plans and specifications, before the Board has adopted a resolution ordering the CIP Project.

(b) Feasibility Study. If requested by the Board, the Commission Engineer shall study the feasibility of a proposed CIP Project and report its findings to the Board.

The report shall include an opinion of probable cost and how the project would be funded. The Board shall consider the feasibility study and decide whether to proceed with the proposed project.

(c) Plan Amendments. Proposed CIP Projects are amended into and made part of the Watershed Management Plan. The process the Commission must undertake to amend a CIP Project into the Watershed Management Plan depends on whether it constitutes a minor plan amendment or a major plan amendment as described below.

(1) Minor Plan Amendment. The addition of a proposed CIP Project to the Watershed Management Plan typically constitutes a minor plan amendment that can be accomplished following the process set out in the Watershed Management Plan and Minn. R., part 8410.0140, subpart 2. A public hearing is not required for a minor plan amendment.

(2) Major Plan Amendment. If a proposed amendment does not qualify as a minor amendment, the Commission must undertake the major plan amendment process to add the CIP project to the Watershed Management Plan. The major plan amendment process is set out in the amendment section of the Watershed Management Plan, Minn. Stat. § 103B.231, subd. 11, and Minn. R., part 8410.0140. The public hearing required under Minn. Stat. § 103B.231, subds. 11 & 7(c) for a major plan amendment may be held in conjunction with the public hearing required to request the County to levy funds for the project under Minn. Stat. § 103B.251, subds. 3 & 4, provided the requirements of both procedures can be satisfied at the single hearing.

(d) Public Hearing. If the Board proposes to pay any portion of a CIP Project with funds to be raised through a County levy under Minn. Stat. § 103B.251, the Board must call and conduct a public hearing as provided in the statute and this paragraph. A public hearing is not required if the CIP Project is funded entirely from funds on hand, grants, or a combination thereof, and does not require the Board to certify any project costs to the County to be levied under Minn. Stat. § 103B.251. When a public hearing is required, it shall be conducted in accordance with the following.

(1) Calling. The Board must act by motion or resolution to call a public hearing on the proposed CIP Project. The Board shall set the date, time, and place for the public hearing.

(2) Notice. The Board shall provide notice of the public hearing in accordance with Minn. Stat. § 103B.251, subd. 3.

(3) Conducting. The Board shall conduct the public hearing at the scheduled date, time, and place to hear from the public and to consider the proposed CIP Project. Prior to taking public comment, the Commission Engineer

shall provide a brief overview of the proposed CIP Project, an estimate of project cost, and a description of how the project will be funded.

(4) Board Decision. Once the public input portion of the public hearing is closed, the Board shall discuss and decide whether to approve the proposed CIP Project. The Board shall act by resolution to approve a CIP Project, which shall require a favorable vote by two-thirds of all eligible votes of the then existing Commissioners. The resolution shall, at minimum, order the project, identify the responsible engineer, identify the Member responsible for letting the contract and overseeing construction, set out the estimated cost and funding sources, authorize the Commission to enter into a cooperative agreement with the responsible Member, and certify a levy to the Anoka County Auditor for the amount to be levied by the County for the project.

5.3 Responsible Members. The Board shall work with one or more Members to facilitate the completion of specific CIP Projects within their jurisdictional boundaries in accordance with the Watershed Management Plan. For any project that will be constructed by one or more Members and reimbursed by the Commission, to the extent authorized by the Commission, the Member(s) responsible for implementing the project shall enter into a cooperative agreement with the Commission providing for all Commission-required terms and conditions related to the project and any such reimbursement. If any portion of the project is funded by a grant obtained by the Commission, the cooperative agreement shall include a subgrant agreement requiring the responsible Member to be responsible for complying with the applicable terms and conditions of the grant agreement. The terms of this paragraph shall also apply to any Commission project that may be constructed by any other entity, public or private, if construction by such entities is deemed appropriate by the Commission.

5.4 Contracts for Improvements.

(a) Letting Contracts. All contracts for projects ordered by the Commission shall comply with the requirements of laws applicable to contracts let by the respective Member making such contract. The Commission shall not have the authority to contract in its own name for any work for which a special assessment will be levied against any private or public property under the provisions of Minn. Stat., chap. 429 or any city charter, and such contracts shall be awarded by action of the City Council of a Member and shall be in the name of said Member. This subsection shall not preclude the Commission from proceeding under Minn. Stat. § 103B.251 or from otherwise proceeding under this Agreement for projects that will not be specially assessed under Minn. Stat., chap. 429.

(b) Contract Administration. All improvement contracts will be duly supervised by the Member awarding the contract, provided, however, that the Commission shall be authorized to observe and review the work in progress and the Members agree to cooperate with the Commission staff in accomplishing the purposes of this

Commission. Representatives of the Commission shall also have the right to enter upon the place or places where any improvement work is in progress for the purpose of making reasonable tests and inspections. Commission staff shall report, advise, and recommend to the Board on the progress of said work.

5.5 Land Acquisition.

(a) By Members. The Commission does not have the power to acquire real property, but shall have the authority to establish land acquisition policies as part of the Watershed Management Plan. The Members agree that any and all permanent easements or interests in land which are necessary for any project will be negotiated or condemned in accordance with all applicable laws by the Member wherein said lands are located, and each Member agrees to acquire the necessary easements or interests in such land upon order of the Commission to accomplish the purposes of this Agreement. All reasonable costs of said acquisition shall be considered as a cost of the respective improvement. If a Member determines it is in the best interests of that Member to acquire additional lands in conjunction with the taking of lands for the Commission-ordered improvement, or for some other purpose, the costs of said acquisition will not be included in the improvement costs of the ordered project. The Board in determining the allocation of the improvement costs may take into consideration the land use for which said additional lands are being acquired and may credit the acquiring Member for said land acquisition to the extent that it benefits the other Members of this Agreement. Any credits may be applied to the cost allocation of the improvement project under construction or the Board, if feasible and necessary, may defer said credits to a future project.

(b) Alternative Acquisition. If any Member refuses to negotiate or condemn lands as ordered by the Board, any other Member may negotiate or condemn outside of its corporate limits in accordance with, and to the extent authorized by, applicable laws. All Members agree that they will not condemn or negotiate for land acquisition to pond or drain storm and surface waters within the corporate boundaries of another Member except upon order of the Board. The Commission shall have authority to establish land acquisition policies as a part of the overall Watershed Management Plan. The policies shall be designed to equalize costs of land throughout the Watershed.

5.6 CIP Project Funding.

(a) Improvement Fund. The Board may, but is not required to, create an improvement fund for each CIP Project. Funds for the particular project shall be placed in and expended from the improvement fund created for the project.

(b) Member Contributions.

(i) Amounts. The Member responsible for constructing a CIP Project, together with any other identified benefiting Members, shall contribute toward the project such amounts as identified in the Board's resolution ordering the project and in accordance with the terms of the cooperative agreement entered into for the project. The Board will consider the benefits of the improvements to one or more subwatersheds in determining which Members are benefited by the CIP Project.

(ii) Appeal. Any Member aggrieved by the determination of the allocation of Member contributions toward a CIP Project may appeal the Board's determination by filling a written appeal to the Board within 30 days of the date of the Board's resolution. The Board shall refer a timely appeal to a board of arbitration for a decision as provided herein. Failure of a Member to file an appeal within the 30-day appeal period shall be deemed to have consented to and agreed with the cost allocation as set out in the Board's resolution.

(c) Commission Contributions. The Commission shall contribute toward the project such amounts as identified in the Board's resolution ordering the project and in accordance with the terms of the cooperative agreement entered into for the project. The contribution from the Commission may include grant funds it has received for the project. In such cases, the Board and the responsible Members enter into a subgrant agreement, which may be part of the cooperative agreement, setting out the obligations of the Member to ensure compliance with the gran requirements. The Commission's contribution is in addition to any amounts contributed by Members or other private or public entities. If the Commission's contribution is dependent on an amount to be levied by the County, the contribution is contingent on the Commission receiving such amount from the County.

(d) Maintenance Fund. The Commission may establish a maintenance fund to be used for normal and routine maintenance of a work of improvement constructed in whole or part with money provided by Anoka County. As provided in Minn. Stat. § 103B.251, subd. 9, the Board may add, with the County's consent, to the amount it certifies to the County for collection on the taxes of all property located within the territory of the Watershed or a subwatershed unit an amount for a maintenance fund. The amount certified for the maintenance fund shall be distributed by the County to the Commission together with the other amounts levied for the Commission. Mailed notice of any hearing required by law related to the amount levied for the maintenance fund shall be sent to the clerk of each Member municipality at least 30 days prior to the hearing. The Commission shall deposit the proceeds of said maintenance levy in a separate maintenance and repair account to be used only for the purpose for which the levy was made.

5.7 Cost Allocation for CIP Projects. All capital costs incurred by the Commission shall be apportioned to the respective Members on any of the following bases.

(a) County Levy. If the project is constructed and financed pursuant to Minn. Stat. § 103B.251, the Members understand and agree that said costs will be levied on all taxable property in the Watershed as set forth in said statute.

(b) Negotiated Amount. A negotiated amount to be arrived at by the Members who have lands in the subdistrict responsible for the capital improvement.

(c) Tax Capacity and/or Total Area.

(1) Fifty percent of all capital costs or the financing thereof shall be apportioned to each Member on the basis of the net tax capacity of each Member within the boundaries of the Watershed each year to the total net tax capacity in the Watershed.

(2) Fifty percent of all capital costs or the financing thereof shall be apportioned to each Member on the basis of the total area of each Member within the boundaries of the Watershed each year to the total area in the Watershed.

(3) Capital costs allocated under the 50% area/50% net tax capacity formula set forth above may be varied by a majority vote of the Commission if:

(i) any Member community receives a direct benefit from the capital improvement which benefit can be defined as a lateral as well as a trunk benefit, or

(ii) the capital improvement provides a direct benefit to one or more Members which benefit is so disproportionate as to require in a sense of fairness a modification in the 50/50 formula.

(4) Any credits due to a Member for lands acquired by said Member to pond or store storm and surface water as provided herein shall be allowed against costs due under this section.

5.8 Emergency Projects. The Commission may perform emergency projects in accordance with Minn. Stat. § 103B.252.

SECTION VI
FINANCES

6.1 Generally.

(a) Authority. The Commission funds may be expended by the Board in accordance with this Agreement and in accordance with the procedures as established by law and in the manner as may be determined by the Board.

(b) Funds. The Commission shall have a general fund and may establish such other funds and accounts as it may determine are needed.

(c) Disbursements. In no event shall there be a disbursement of Commission funds without the signature of at least two Board members, one of whom shall be the Treasurer or the Treasurer's authorized deputy.

(d) Treasurer Bond. The Treasurer shall be required to file with the Secretary of the Board a bond in the sum of at least $10,000 or such higher amount as shall be determined by the Board. The Commission shall pay the premium on said bond.

(e) Depository. The Board shall designate one or more national or state bank or trust companies, authorized by Minn. Stat., chaps. 118 and 427, or such other law as may apply, to receive deposits of public moneys and to act as depositories for the Commission funds.

6.2 Commission's General Fund. The Commission's general fund is funded by an annual contribution from each Member and is used to pay for general administration purposes including, but not limited to, salaries, rent, supplies, development of the Watershed Management Plan, engineering and legal expenses, insurance, and bonds, and to purchase and maintain any personal property deemed necessary by the Commission in furtherance of its purposes and powers as articulated in this Agreement. Said funds may also be used for normal maintenance of any facilities, but any extraordinary maintenance or repair expense shall be treated as an improvement cost and processed in accordance with the provisions for CIP Project funding under this Agreement. The annual contribution by each Member shall be based fifty percent (50%) on the net tax capacity of all property within the Watershed and fifty percent (50%) on the basis of the total area of each Member within the boundaries of the Watershed each year to the total area in the Watershed.

6.3 Operating Budget. The Board shall annually prepare, adopt, and submit an annual operating budget as provided in this section.

(a) Adoption. On or before July 1 of each year, the Board shall adopt a detailed budget for the ensuing year and decide upon the total amount necessary for the Commission's general fund. Budget approval shall require a favorable vote by a majority of all eligible votes of the then existing Commissioners.

(b) Funding. The Commission's annual operating budget is funded by an annual assessment placed on the Members, subject to certain caps, as provided herein.

(c) Caps on Member Assessments. The amount annually assessed each Member to fund the operating budget shall not exceed the following caps, unless authorized as provided herein.

(1) Percentage Cap. The amount to be assessed Members under the operating budget shall not exceed 120% of the amount assessed Members under the previous year's budget, unless the City Council of each Member adopts a resolution approving the increase.

(2) Tax Capacity Cap. The amount of a Member's annual contribution to the operating budget shall not exceed one-half of one percent of the net tax capacity of the Member's total area located within the Watershed, unless the City Council of that Member adopts a resolution approving the increase.

(d) Budget Certified to Members. On or before July 1st, the Secretary or the Commission Administrator shall certify the operating budget to the clerk of each Member, together with a statement of the proportion of the budget to be assessed and paid by each Member. If the proposed operating budget results in any of the caps established herein being exceeded, the budget sent to the Members for review must be accompanied by a letter clearly notifying the Members of the cap being exceeded, the reasons for the proposed exceedance, and the Member approval required to approve the proposed budget. If the approvals required herein to exceed the cap are not obtained, the total budget or assessment amount shall not exceed the capped amount.

(e) Member Review. The City Council of each Member agrees to review the proposed budget provided by the Commission. If any Member has any objections, they must submit them in writing to the Board prior to August 1. Upon the receipt of any such written objections, the Board shall set a date to hear the Member's objections and shall provide all Members notice of the hearing and a copy of the written objections. After hearing the objections, the Board may modify, amend, or affirm the proposed budget by majority of all eligible votes of the then existing Commissioners.

(f) Finalized. The proposed operating budget shall be considered final if no Member files an objection by August 1st. If a timely objection is received, the Board shall act to finalize the operating budget after conducting a hearing on the objections. The Board shall provide a copy of the final operating budget to each Member. If there are objections, the Board shall include its findings and decision regarding such objections with the final operating budget.

6.4 Supplemental Budget.

(a) Insufficient Funds. If the Board determines it will not have sufficient funds in the Commission's general fund to pay its obligations or to otherwise fund Commission operations in the present year, the Board may adopt a supplemental budget to raise additional funds as provided herein.

(b) Public Hearing. The Board shall call a public hearing on the proposed supplemental budget and provide at least 10 days' written notice of the hearing, together with a copy of the proposed supplemental budget, to each Member.

(c) Adoption. After conducting the public hearing, the Board may adopt the supplemental budget by a favorable vote of a majority of all eligible votes of the then existing Commissioners. The Board shall notify each Member of the adopted supplemental budget and the amount of additional assessment.

(d) Cap. In no case shall the budget require any Member to contribute in excess of one-half of one percent of the net tax capacity of all taxable property within the Watershed and within the Member's corporate boundaries in any one calendar year.

(e) Additional Assessment. Members agree to pay their additional assessment to the Commission within 60 days of adoption of the supplemental budget.

6.5 Default. Any Member who is more than 60 days in default in contributing its share to the operating budget or to a CIP Project shall have the vote of its Commissioner suspended pending the payment of its proportionate share. Any Commissioner whose vote is under suspension shall not be considered for the purposes of determining a quorum or for determining the sufficiency of a vote.

SECTION VII
TERMINATION AND DISSOLUTION

7.1 Termination. This Agreement may be terminated prior to January 1, 2035 by the unanimous consent of the Members. If the Agreement is to be terminated, a notice of the intent to dissolve the Commission shall be sent to the Board of Water and Soil Resources and to Anoka County at least 90 days prior to the date of dissolution.

7.2 Dissolution. In addition to the manner provided herein for terminating this Agreement, any Member may petition the Board to dissolve the Agreement. Upon 90 days notice in writing to the clerk of each Member governmental unit and to the Board of Water and Soil Resources and to Anoka County, the Board shall hold a hearing and upon a favorable vote by a majority of all eligible votes of then existing Commissioners, the Board may by Resolution recommend that the Commission be dissolved. Said Resolution shall be submitted to each Member governmental unit and if ratified by a majority of the City Councils of all eligible Members within 60 days, said Board shall dissolve the Commission allowing a reasonable time to complete work in progress and to dispose of personal property owned by the Commission.

7.3 Distribution of Assets. If this Agreement is terminated and not replaced with a new agreement providing for the continued operation of the Commission, or if the Commission is dissolved, all property of the Commission shall be sold and the proceeds thereof, together with monies on hand, shall be distributed to the eligible Members of the

Commission. Such distribution of Commission assets shall be made in proportion to the total contribution to the Commission as required by the last annual budget.

SECTION VIII
MISCELLANEOUS PROVISIONS

8.1 General Appeal. Any Member aggrieved by a determination of the Board shall have 30 days after the Board's determination within which to file a written appeal to the Board. The Board shall refer a timely appeal to a board of arbitration for a decision as provided below. Failure of a Member to file an appeal within the 30-day appeal period shall be deemed to have consented to the Board's determination.

8.2 Board of Arbitration. Any matter appealed by a Member pursuant to this Agreement shall be decided by a board of arbitration. The board of arbitration shall consist of three persons; one to be appointed by the Board, one to be appointed by the appealing Member, and the third to be appointed by the two so selected. In the event the two persons so selected do not appoint the third person within 15 days after their appointment, then the Chief Judge of the District Court of Anoka County shall have jurisdiction to appoint, upon application of either or both of the two earlier selected, the third person to the board of arbitration. The third person selected shall not be a resident of any City and if appointed by the Chief Judge said person shall be a registered professional engineer. The arbitrators' expenses and fees, together with the other expenses, not including counsel fees, incurred in the conduct of the arbitration shall be divided equally between the Commission and the appealing Member. Arbitration shall be conducted in accordance with the Uniform Arbitration Act, Minn. Stat., chap. 572B. Arbitration shall be non-binding unless the Commission and the appealing Member agree to binding arbitration. If the parties agree to binding arbitration the decision of the board of arbitration shall be final and the parties to the arbitration will be deemed to have consented to and agreed with the decision. If these parties do not agree to binding arbitration, any party that does not agree with and consent to the decision of the board of arbitration must notify the Board in writing within 30 days of receipt of the decision of the board of arbitration that it does not consent to or agree with the decision. Failure to so notify the Board shall be deemed consent to and agreement with the decision of the board of arbitration. Unless the parties agree with the decision of the board of arbitration, capital improvements can only be funded in accordance with Minn. Stat. § 103B.251, or secured from other sources.

8.3 Term. This Agreement shall be effective as of January 1, 2025 and shall remain in effect until January 1, 2035, unless terminated earlier as provided herein. The Members may agree to continue this Agreement as the preferred method for addressing their obligation to address surface water issues under law.

8.4 Mediation. Except for appeals submitted to a board of arbitration as discussed above, the Members agree that any controversy that cannot be resolved between Members shall be submitted to mediation. Mediation shall be conducted by a mutually agreeable process by all Members. If the Members are not able to mutually agree on a mediator, the party and the Board shall each select a mediator and the two mediators shall select a third.

Each party to the mediation shall be responsible for the cost of the mediator it selected and shall share equally in the costs of the mediation and of the third mediator.

8.5 Data Practices. The Commission shall comply with the requirements of Minnesota Statutes, chapter 13, the Minnesota Government Data Practices Act ("Act"). Any entity with which the Commission contracts is required to comply with the Act as provided in Minnesota Statutes, section 13.05. The contractor shall be required to notify the Board if it receives a data request and to work with the Commission to respond to it.

8.6 Amendments. The Board may recommend changes and amendments to this Agreement to the governing bodies of the Members. No amendment is effective unless it is adopted by all governing bodies of the Members. Adopted amendments shall be evidenced by appropriate resolutions or certified copies of meeting minutes of the governing bodies of each party filed with the Board and shall, if no effective date is contained in the amendment, become effective as of the date all such filings have been completed.

8.7 Waiver. The delay or failure of any party of this Agreement at any time to require performance or compliance by any other party of any of its obligations under this Agreement shall in no way be deemed a waiver of those rights to require such performance or compliance.

8.8 Headings and Captions. The headings and captions of these paragraphs and sections of this Agreement are included for convenience or reference only and shall not constitute a part hereof.

8.9 Entire Agreement. This Agreement, including the recitals and the official boundary map (which are incorporated in and made part of this Agreement), contains the entire understanding among the Members concerning the subject matter hereof. This Agreement supersedes and replaces the prior joint powers agreement among the Members regarding the Commission and such prior agreement is hereby terminated. Any outstanding obligations of the Members under the prior agreement are not affected by the termination and shall be continued under this Agreement.

8.10 Examination of Books. Pursuant to Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the Board are subject to examination by the State.

8.11 Governing Law. The respective rights, obligations, and remedies of the Members under this Agreement and the interpretation thereof shall be governed by the laws of the State of Minnesota which pertain to agreements made and to be performed in the State of Minnesota.

8.12 Counterparts. This Agreement shall be executed in several counterparts and all so executed shall constitute one Agreement, binding on all of the Members hereto. Each party to the agreement shall receive a fully executed copy of the entire document following adoption by all Members.

8.13 Enforcement. Members agree to be bound by the determination of the Commission and to agree to use their best efforts to carry out directives from the Commission; failure to respond may result in a legal action by the Commission to require the Member to act under a court order.

8.14 Notice. To the extent this Agreement requires a notice to be mailed to a Member, the notice requirement may be satisfied by the Commission emailing the notice to its primary contact for the Member.

8.15 Statutory References. All references to statutes in this Agreement include any amendments made thereto and any successor provisions.

IN WITNESS WHEREOF, the Members have entered into this Agreement by action of their respective governing bodies effective as of the date of the last Member to execute it.

[signature pages follow]

CITY OF ANDOVER

Approved on the ___ day of _____ 2024
by the City Council.

_____
Mayor

Attest:_____

CITY OF ANOKA

Approved on the ___ day of _____ 2024
by the City Council.

_____
Mayor

Attest:_____

CITY OF RAMSEY

Approved on the ___ day of _____ 2024
by the City Council.

_____
Mayor

Attest:_____

LOWER RUM RIVER WATERSHED MANAGEMENT ORGANIZATION
JOINT POWERS AGREEMENT

THIS JOINT POWERS AGREEMENT ("**Agreement**") is made and entered into by and among the cities of Andover, Anoka, and Ramsey. The cities that are parties to this Agreement may hereafter be referred to individually as a "Member" or collectively as the "Members."

RECITALS

A. The Lower Rum River Watershed is located East of the Mississippi River and is essentially a direct tributary to the Mississippi River. The watershed encompasses all or parts of the cities of Andover, Anoka, and Ramsey.

B. Local government units in the metropolitan area are required by the Metropolitan Water Management Program (Minn. Stat. § 103B.201 to 103B.255) to plan for and manage surface water.

C. Under the Act, one of the options available to local government units to satisfy its requirements is to adopt a joint powers agreement pursuant to Minn. Stat. § 471.59 to establish a watershed management organization to jointly plan for and manage surface water within a watershed.

D. The Members elected to exercise their authority under the Act to adopt a joint powers agreement in 19951985 establishing the Lower Rum River Watershed Management Commission ("**Commission**") to cooperatively manage and plan for the management of surface water within the watershed.

E. The original joint powers agreement has been updated over time and the term of the current joint powers agreement expires at the end of 2024.

F. The Members previously acted pursuant to their authority to establish the "Lower Rum River Watershed Board of Commissioners" ("**Board**") and said Board is hereby reaffirmed as the entity charged with the authority and responsibility to manage the Commission.

G. The Board has previously acted to adopt a Watershed Management Plan for the watershed and has regularly updated the Watershed Management Plan in accordance with law.

H. The parties desire to enter into this Agreement to reaffirm the Commission and the Board in furtherance of its efforts to continue working cooperatively to prepare and administer a surface water management plan to manage surface water within the watershed in accordance with the Act and Minn. R., chap. 8410.

AGREEMENT

In consideration of the mutual promises and agreements contained herein, the parties mutually agree as follows:

SECTION I
ESTABLISHMENT, GENERAL PURPOSE, AND DEFINITIONS

1.1 Reaffirming the Establishment. The Members hereby reaffirm and ratify the establishment and continued operation of the "Lower Rum River Watershed Management Organization" pursuant to the Act and such other laws and rules as may apply.

1.2 General Purpose. The general purpose of this Agreement is to continue the Commission and its work on behalf of the Members to cooperatively adopt, administer, and update as needed the Watershed Management Plan, and to carry out the purposes identified in Minn. Stat. § 103B.201. The plan and programs shall operate within the boundaries of the Lower Rum River Watershed ("**Watershed**") as identified in the official map filed with the Minnesota Board of Soil and Water Resources. The most current version of the official map defining the boundaries of the Watershed is incorporated herein by reference. The boundaries of the Watershed are subject to change utilizing the procedure set out in Minn. Stat. § 103B.225 as may be needed to better reflect the hydrological boundaries of the Area.

1.3 Projects; Generally. Waters from the Watershed flow through many sub-watersheds directly to the Rum River and the Mississippi River. The Commission does not have many CIP Projects and, to the extent it does have a project, it is the intent of this Agreement to encourage that the solutions should be handled by agreements between the Members.

1.4 Definitions. The definitions contained in Minn. Stat. § 103B.205 and Minn. R., part 8410.0020 are hereby adopted by reference, except that the following terms shall have the meanings given them in this section.

(a) Act. "Act" means the Metropolitan Surface Water Management Program set out in Minn. Stat. §§ 103B.201 to 103B.255.

(b) Alternate Commissioner. "Alternate Commissioner" means the person appointed by a Member to serve as its alternate to represent the Member on the Board in the absence or disability of its appointed Commissioner.

(c) Board. "Board" means the board of commissioners established by this Agreement to manage and make decisions on behalf of the Lower Rum River Watershed Management Commission.

(d) Capital Improvement. "Capital Improvement" has the meaning given it in Minn. R., part 8410.0020, subp. 3 and includes the purchase of capital equipment that satisfies the eligibility criteria established by the Board for funding as a CIP Project.

(e) Capital Improvement Program. "Capital Improvement Program" has the meaning given the term in Minn. Stat. § 103B.205, subd. 3.

(f) CIP Project. "CIP Project" means a planned Capital Improvement that is part of the Commission's Capital Improvement Program, is set out in its Water Management Plan, and is eligible for funding by the Commission.

(g) City Council. "City Council" means the city council of a Member to this Agreement.

(h) Commission. "Commission" means the watershed management organization established by this Agreement in accordance with the Act, the full name of which is the "Lower Rum River Watershed Management Commission."

(i) Commissioner. "Commissioner" means the person appointed by a Member as its primary representative on the Board.

(j) County. "County" means Anoka County, Minnesota.

(k) Local Water Plan. "Local Water Plan" means the local water management plan each Member is required to develop and have reviewed as provided in Minn. Stat. § 103B.235 and Minn. R., part 8410.0160.

(l) Member. "Member" means a city that is a signatory to this Agreement and is identified in section 2.1 of this Agreement.

(m) Non-CIP Project. "Non-CIP Project" means a project undertaken by a Member or the Commission pursuant to this Agreement that does not qualify as a CIP Project and is not part of the projects included in the amount certified to the County to be included in the County's levy. Examples of Non-CIP Projects include, but are not limited to, research projects, feasibility studies, water quality projects, maintenance projects, and projects funded through the closed project account.

(n) Watershed. "Watershed" means the Lower Rum River Watershed, which includes the area contained within a line drawn around the extremities of all terrain whose surface drainage is tributary to Lower Rum River and within the mapped areas delineated on the map filed with the Minnesota Board of Water and Soil Resources pursuant to the Act.

(o) Watershed Management Plan. "Watershed Management Plan" means the plan developed and adopted in accordance with the Act, including all amendments and updates.

SECTION II
MEMBERSHIP

2.1 Members. The following local government units are Members of the Commission: City of Andover, City of Anoka, and City of Ramsey.

2.2 Additional Units of Government. The Board may, with the ratification of the councils of all Members, invite other units of government within the Rum River Watershed to become parties to this Agreement and in all respects enjoy the full rights, duties, and obligations of this Agreement.

2.3 Effect of Changes. No change in governmental boundaries, structure, or organizational status shall affect the eligibility of any local government unit listed above to be represented on the Commission, so long as such local government unit continues to exist as a separate political subdivision.

SECTION III
BOARD OF COMMISSIONERS

3.1 Establishment. The parties hereby reaffirm the establishment and continued operation of the "Lower Rum River Watershed Board of Commissioners" in accordance with the Act. The Board shall serve as the governing body of the Commission and shall carry out the purposes and have the powers as provided herein.

3.2 Board Appointments. The Commission is governed by the Board, which is comprised of a total of three Commissioners, one of which is appointed by each Members. Each party to this Agreement is a Member of the Board and shall determine the eligibility and qualifications of its representative on the Board.

(a) Commissioner. Each Member is responsible for appointing one person to serve as its representative ("**Commissioner**") on the Board. Each Member is responsible for publishing a notice of a vacancy, whether resulting from expiration of its Commissioner position or otherwise, as required in Minn. Stat. § 103B.227, subd. 2. Each Commissioner shall have one vote on the Board and must be present to vote. A Commissioner may be considered present to vote if the person participates in the meeting remotely in accordance with the requirements of Minn. Stat. § 13D.02. The authority of a Commissioner to vote shall be suspended if the appointing Member is delinquent by more than 30 days in paying its annual assessment orin making any supplemental assessment.payments due to the Commission. The voting authority of the Commissioner shall be restored once the Member pays all past due assessmentsamounts.

(b) Alternate Commissioner. Each Member may also appoint one Alternate Commissioner ("**Alternate Commissioner**") to the Board in the same manner required to appoint a Commissioner. The Alternate Commissioner may attend all

meetings and speak during the public input portion of the meeting, but is only authorized to actively participate in and vote at a Board meeting in the absence or disability of the appointing Member's Commissioner. If the absent Commissioner is also an officer of the Board, the Alternate Commissioner shall not be entitled to serve as such officer. If necessary, the Board may select a current Commissioner to temporarily undertake the duties of the absent officer.

(c) Term. The term of each Commissioner and Alternate Commissioner shall be established by each Member. A Commissioner and an Alternate Commissioner shall serve until their successors are selected and qualify, unless they resign or are removed earlier as provided herein.

(d) Notices. A Member shall provide the Commission written notice of its appointments, including the resolution making the appointments or a copy of the minutes of the meeting at which the appointments were made. The Commission shall notify BWSR of appointments and vacancies within 30 days after receiving notice from the Member. Members shall fill all vacancies within 90 days after the vacancy occurs.

(e) Vacancy. A Member shall notify the Commission in writing within 10 days of the occurrence of a vacancy in its Commissioner or Alternate Commissioner positions. The Commission will notify BWSR of the vacancy within 30 days of receiving the notice of a vacancy as required by Minn. Stat. § 103B.227, subd. 1. The Member shall publish notice of the vacancy at least once in its official newspaper as required by Minn. Stat. § 103B.227, subd. 2. The notices must state that those interested in being appointed to serve on the Commission may submit their names to the Member for consideration. The notice must be published at least 15 days before the Member's City Council acts to fill the vacancy. The City Council must make the appointment within 90 days from the occurrence of the vacancy. The Member shall promptly notify the Commission of the appointment in writing. The appointed person shall serve the unexpired term of the position.

(f) Removal. The City Council of a Member may remove its Commissioner for just cause as provided in Minn. Stat. § 103B.227, subd. 3 and in accordance with Minn. R., part 84100.0040. If a Commissioner is an elected official, or is an appointed official serving an indefinite term at the pleasure of the City Council, the City Council may remove the person at will, including if the person is not reelected. A Member may remove its Alternate Commissioner without cause. The Member shall notify the Board of the removal in writing within 10 days of acting to remove the Commissioner. The Commission shall notify BWSR of the vacancy within 30 days of receiving notice of the removal. The City Council shall act to fill the vacancy created by the removal within 90 days as provided in this Agreement.

3.3 Compensation and Expenses. Commissioners and Alternate Commissioners shall serve without compensation from the Commission. Commission funds may, but are not

required to, be used to reimburse Commissioners and Alternate Commissioners for expenses incurred in performing Commission business if authorized by the Board. Nothing herein prohibits a Member from choosing, in its sole discretion and cost, to compensate or reimburse the expenses of its Commissioner or Alternate Commissioner.

3.4 Board Officers. Each year at its February meeting the Board shall elect from among its Commissioners a Chair, Vice Chair, Secretary, and Treasurer. All such officers shall hold office for a term of one year until their successors have been duly elected by the Board. An officer may serve only while they remain a Member of the Board. A vacancy in an officer position shall be filled by Board election for the remainder of the unexpired term of such office.

3.5 Duties of Board Officers. The Chair shall serve as the presiding officer at Board meetings, execute documents on behalf of the Board, ~~sign checks,~~ and perform other duties and functions as may be determined by the Board. The Vice-Chair shall undertake the duties of the Chair in the absence or disability of the Chair. The Secretary shall maintain the records of the Commission, Board meeting minutes, ensure meetings are properly noticed, countersign documents with the Chair, and perform such other duties as assigned by the Board. The Secretary may delegate one or more specific duties of the position. The Treasurer shall oversee the Commission's budget and finances, sign checks, and perform such other duties as assigned by the Board.

3.6 Quorum. A majority of the Commissioners shall constitute a quorum. Less than a quorum may adjourn a scheduled meeting. A simple majority of a quorum is required for the Board to act unless a higher number of votes is required by law or this Agreement. A Board vacancy or the suspension of voting rights as provided herein shall temporarily reduce the number of Commissioners required for a quorum.

3.7 Meetings. The Board shall conduct meetings in accordance with the Minnesota Open Meeting Law (Minn. Stat., chap. 13D) and this section.

(a) Regular Meetings. The Board shall develop a schedule of its regular meetings. The Board shall post the schedule on the Commission's website and provide a copy to each Member. The Secretary shall maintain a copy of the schedule of regular meetings. The Chair and Vice-Chair may cancel a meeting due to a lack of business items. The Secretary shall make a good faith effort to notify Commissioners of a meeting cancellation.

(b) Special Meetings. The Board may hold such special meetings as it may determine are needed to conduct the business of the Commission. A special meeting may be called by the Chair or by any two Commissioners. The Secretary shall post and provide notice of special meetings to the Commissioners. Emailing notices to Commissioners shall constitute sufficient notice under this Agreement. If the Board agrees to hold a special meeting at the request of an applicant or permittee, that person shall be responsible for reimbursing the Commission for the costs of such meeting.

(c) Annual Meeting. The February Board meeting shall constitute the annual meeting of the Commission.

(d) Rules of Procedure. The Board shall conduct its meetings generally in accordance with the procedures set out in the most current version of Robert's Rules of Procedure, or such other parliamentary rules as identified by the Board, without requiring strict conformance to its requirements. The Board may modify such rules as it determines is appropriate to facilitate the conducting of its business or adopt a different set of rules for its meetings. The Board may amend its rules from time to time as it determines is appropriate upon a majority vote of all Commissioners. The Board may also waive one or more specific rules as it determines are necessary to facilitate the conducting of its business. Voting and statutory requirements are not waivable.

SECTION IV
POWERS AND DUTIES OF THE BOARD

4.1 Powers. The Board is authorized to exercise the powers in this section to carry out the purposes of the Commission.

(a) Powers Granted. The Board shall have the following powers.

(1) It may contract with or employ such persons or entities as it deems necessary to accomplish its duties and powers. Any employee may be on a full-time or part-time basis as the Board determines. Such employees and contracted consultants shall be considered Commission staff.

(2) It may contract for space, materials, supplies, and services to carry on its activities.

(3) It may acquire necessary personal property to carry out its powers and its duties.

(4) It shall prepare, adopt, implement, and update a Watershed Management Plan that satisfies the requirements of Minn. Stat. § 103B.231. The Watershed Management Plan shall address all items required by applicable laws and rules. The Watershed Management Plan shall establish a comprehensive goal for the development of the Watershed and shall establish a recommended procedure for accomplishing the purposes of the Commission.

(5) It shall develop and adopt a capital improvement program as part of the Watershed Management Plan. The Board shall determine which projects to include in the capital improvement program.

(6) It shall make necessary surveys or utilize other reliable surveys and data and develop projects to accomplish the purposes for which the Commission is organized.

(7) It may cooperate or contract with the State of Minnesota, any political subdivision thereof, federal agency, or private or public organization to accomplish the purposes for which it is organized.

(8) It may, if necessary to implement the plan, order a Member or Members to construct, clean, repair, alter, abandon, consolidate, reclaim or change the course or terminus of any ditch, drain, storm sewer, or water course, natural or artificial, within the Watershed. The MembersMember further understand and agree that the Board in reviewing, ordering, or authorizing these projects will use the best management practices required to meet state and federal statutes and regulations. The Board will also consider the ability of the Members to fund the enforcement of local controls and any ordered capital improvements. The Board shall incorporate financial review and anticipated sources of revenue as a part of the overall management plan and as a part of local water management plans.

(9) It may order any Member or Members to acquire, operate, construct, or maintain dams, dikes, reservoirs, and appurtenant works or other improvements necessary to implement the overall plan. The MembersMember further understand and agree that the Board in reviewing, ordering, or authorizing these projects will use the best management practices required to meet state and federal statutes and regulations. The Board will also consider the ability of the Members to fund the enforcement of local controls and any ordered capital improvements. The Board shall incorporate financial review and anticipated sources of revenue as a part of the overall management plan and as a part of local water management plans. This section shall not apply to the Anoka Dam as the City of Anoka is solely responsible for the ongoing operations, maintenance, and replacement of the Dam as may be needed

(9)

(10) It shall regulate, conserve, and control the use of storm and surface water and groundwater within the Watershed necessary to implement the Watershed Management Plan.

(11) It may contract for or purchase such insurance as the Board deems necessary for the protection of the Commission.

(12) It may establish and maintain devices acquiring and recording hydrological and water quality data within the Watershed.

(13) It may enter upon lands within or without the watershed to make surveys and investigations to accomplish the purposes of the Commission. The Commission shall be liable for actual damages resulting therefrom but every person who claims damages shall serve the Chair or Secretary of the Board with a Notice of Claim as required by Minn. Stat., chap. 466.05.

(14) It shall provide any Member with technical data or any other information of which the Commission has knowledge which will assist the Member in preparing land use classifications or local water management plans within the Watershed.

(15) It may provide legal and technical assistance in connection with litigation or other proceedings between one or more of its Members and any other political subdivision, commission, board, or agency relating to the planning or construction of facilities to drain or pond storm waters or relating to water quality within the Watershed. The use of Commission funds for litigation shall be only upon a favorable vote of a majority of the eligible votes of the then existing Members of the Commission. Such a vote is not required for the Board to expend Commission funds in the defense of a suit brought against the Commission or its Commissioners, in accordance with applicable laws, to the extent such costs are not paid by the Commission's insurer.

(16) It may accumulate reserve funds for the purposes herein mentioned and may invest funds of the Commission not currently needed for its operations, in the manner and subject to the laws of Minnesota applicable to statutory cities.

(17) It may collect monies, subject to the provisions of this Agreement, from its Members, the County, and from any other source approved by a majority of its Board.

(18) It may accept gifts, apply for and use grants or loans of money or other property from the United States, the State of Minnesota, a unit of government or other governmental unit or organization, or any person or entity for the purposes described herein; may enter into any reasonable agreement required in connection therewith; may comply with any laws or regulations applicable thereto; and may hold, use, and dispose of such money or property in accordance with the terms of the gift, grant, loan or agreement relating thereto.

(19) It may make contracts, incur expenses, and make expenditures necessary and incidental to the effectuation of these purposes and powers and may disburse therefor in the manner hereinafter provided.

(20) It shall cause to be made an annual audit by a certified public accountant or the state auditor of the books and accounts of the Commission and shall make and file a report to its Members at least once each year including the following information:

(i) The approved budget;
(ii) Reporting of revenues;
(iii) Reporting of expenditures;
(iv) Financial audit report or section that includes a balance sheet, a classification of revenues and expenditures, an analysis of changes in final balances, and any additional statements considered necessary for full financial disclosure; and
(v) The status of all Commission projects and work within the Watershed.

Copies of said report shall be transmitted to the Clerk of each Member.

(21) Its books, reports, and records shall be available for and open to inspection by the Members at all reasonable times.

(22) It may recommend changes in this Agreement to the Members.

(23) It may exercise all other powers necessary and incidental to the implementation of the purposes and powers set forth herein and as outlined and authorized by the Act.

(24) It shall cooperate with the applicable state agencies in complying with the requirements of Minn. Stat., chap. 103G.

(25) Each Member reserves the right to conduct separate or concurrent studies on any matter under study by the Commission.

(26) It shall establish a procedure for establishing citizen or technical advisory committees and to provide other means for public participation.

(27) Where the Board is authorized or requested to review and make recommendations on any matter, the Board shall act on such matter within 60 days of receipt of the matter referred. Failure of the Board to act within 60 days shall constitute approval of the matter referred, unless the Board requests and receives from the referring unit of government an extension of time to act on the matter referred. Where the Board makes recommendation of any matter to a Member, the Council of a Member not

acting in accordance with such recommendation shall submit a written statement of its reasons for doing otherwise to the Board within 10 days of its decision to act contrary to the Board's recommendation. The Board shall review the written statement and if determined insufficient by the Board, request written clarification within an additional 10 days.

(b) Powers Reserved. The Board shall not have any of the powers identified in this paragraph. Expressly identifying specific powers reserved to the Members is not intended to expand, by negative implication, the powers granted above to the Board.

(1) Eminent Domain. The Commission does not have the power of eminent domain. Any easements or other interests in land necessary to be acquired for an Improvement Project shall be acquired as provided below.

(2) Real Property. The Commission shall not own any interest in real property. All interests in lands shall be held in the name of the Member wherein said lands are located. This provision does not prohibit the Commission from acquiring a temporary interest in real estate as needed to conduct studies, undertake a project, or to otherwise carry out its duties.

(3) Bonding. The Commission does not have the power to issue certificates, warrants, or bonds.

(4) Special Assessments. The Commission shall not have the power to levy a special assessment upon any privately or publicly owned land. All such assessments shall be levied by the Member wherein said lands are located. It shall have the power to require any Member to contribute the costs allocated or assessed according to the other provisions of this Agreement.

4.2 Collection or Diversion of Waters. Each Member agrees that it will not directly or indirectly collect or divert any additional surface water to Lower Rum River, the Mississippi River, or their tributaries without a permit from the Board. Permits may be granted by the Board for a Member to proceed with the construction or reconstruction of improvements within the individual Members' boundaries and at its sole cost upon a finding:

(a) That there is an adequate outlet;

(b) The construction is in conformance with the overall plan; and

(c) The construction will not adversely affect other Members of this Agreement.

4.3 Local Water Plans.

(a) Development. Each Member agrees to develop and maintain a Local Water Plan, capital improvement program, and official controls as necessary to bring local water management into conformance with the Watershed Management Plan. The development and implementation of Local Water Plans shall conform with all requirements of the Act, including Minn. Stat. § 103B.235 and Minn. R., part 8410.0160. In accordance with the Act, the Board shall approve or disapprove each local plan or any parts of each plan.

(b) Review. Each Member shall submit its proposed Local Water Plan to the Metropolitan Council and the Board for review as required by Minn. Stat. § 103B.235. The Board shall consider any comments on the Local Water Plan received from the Metropolitan Council and shall act on said plans in accordance with the Act.

4.4 Pollution Control and Water Quality. The Commission shall have the authority and responsibility to protect and improve water quality in the Watershed as this is one of the main purposes set forth in the Act. All Members agree that they will refuse to allow the drainage of sanitary sewage or industrial wastes onto any land or into any watercourse or storm sewer draining into the Watershed. The Board may investigate on its own initiative, or request a Member to investigate, a complaint relating to pollution of surface water or groundwater draining into or affecting the Watershed. If the Board determines the Watershed is being polluted by an identifiable source, the Board may order the Member to abate this nuisance and each Member agrees that it will take all reasonable action available to it under the law to alleviate the pollution and to assist in protecting and improving the water quality of surface water and groundwater in the Watershed.

4.5 Boundary Changes. Any changes to the boundaries of the watershed shall be undertaken in accordance with Minn. Stat. § 103B.215.

SECTION V
PROJECTS

5.1 CIP Projects and Limitations.

(a) Approval. The Board may approve and authorize the carrying out of CIP Projects to further the purposes of the Watershed Management Plan.

(b) Cross Boundaries. No project that will channel or divert additional waters to subdistrict and subtrunks that cross municipal boundaries shall be commenced by any Member prior to approval of the Board of the design of an adequate outlet or of adequate storage facilities.

5.2 Process for CIP Projects. The process for undertaking a CIP Project is as follows.

(a) Initiation. A CIP Project may be proposed by a Member or by the Board based on subwatershed assessments, lake/stream resource assessments, inspections, or a

particular need or issue identified by a Member or the Board. The Board shall not order a CIP Project, and no engineer shall be authorized by the Board to prepare plans and specifications, before the Board has adopted a resolution ordering the CIP Project.

(b) Feasibility Study. If requested by the Board, the Commission Engineer shall study the feasibility of a proposed CIP Project and report its findings to the Board. The report shall include an opinion of probable cost and how the project would be funded. The Board shall consider the feasibility study and decide whether to proceed with the proposed project.

(c) Plan Amendments. Proposed CIP Projects are amended into and made part of the Watershed Management Plan. The process the Commission must undertake to amend a CIP Project into the Watershed Management Plan depends on whether it constitutes a minor plan amendment or a major plan amendment as described below.

(1) Minor Plan Amendment. The addition of a proposed CIP Project to the Watershed Management Plan typically constitutes a minor plan amendment that can be accomplished following the process set out in the Watershed Management Plan and Minn. R., part 8410.0140, subpart 2. A public hearing is not required for a minor plan amendment.

(2) Major Plan Amendment. If a proposed amendment does not qualify as a minor amendment, the Commission must undertake the major plan amendment process to add the CIP project to the Watershed Management Plan. The major plan amendment process is set out in the amendment section of the Watershed Management Plan, Minn. Stat. § 103B.231, subd. 11, and Minn. R., part 8410.0140. The public hearing required under Minn. Stat. § 103B.231, subds. 11 & 7(c) for a major plan amendment may be held in conjunction with the public hearing required to request the County to levy funds for the project under Minn. Stat. § 103B.251, subds. 3 & 4, provided the requirements of both procedures can be satisfied at the single hearing.

(d) Public Hearing. If the Board proposes to pay any portion of a CIP Project with funds to be raised through a County levy under Minn. Stat. § 103B.251, the Board must call and conduct a public hearing as provided in the statute and this paragraph. A public hearing is not required if the CIP Project is funded entirely from funds on hand, grants, or a combination thereof, and does not require the Board to certify any project costs to the County to be levied under Minn. Stat. § 103B.251. When a public hearing is required, it shall be conducted in accordance with the following.

(1) Calling. The Board must act by motion or resolution to call a public hearing on the proposed CIP Project. The Board shall set the date, time, and place for the public hearing.

(2) Notice. The Board shall provide notice of the public hearing in accordance with Minn. Stat. § 103B.251, subd. 3.

(3) Conducting. The Board shall conduct the public hearing at the scheduled date, time, and place to hear from the public and to consider the proposed CIP Project. Prior to taking public comment, the Commission Engineer shall provide a brief overview of the proposed CIP Project, an estimate of project cost, and a description of how the project will be funded.

(4) Board Decision. Once the public input portion of the public hearing is closed, the Board shall discuss and decide whether to approve the proposed CIP Project. The Board shall act by resolution to approve a CIP Project, which shall require a favorable vote by two-thirds of all eligible votes of the then existing Commissioners. The resolution shall, at minimum, order the project, identify the responsible engineer, identify the Member responsible for letting the contract and overseeing construction, set out the estimated cost and funding sources, authorize the Commission to enter into a cooperative agreement with the responsible Member, and certify a levy to the Anoka County Auditor for the amount to be levied by the County for the project.

5.3 Responsible Members. The Board shall work with one or more Members to facilitate the completion of specific CIP Projects within their jurisdictional boundaries in accordance with the Watershed Management Plan. For any project that will be constructed by one or more Members and reimbursed by the Commission, to the extent authorized by the Commission, the Member(s) responsible for implementing the project shall enter into a cooperative agreement with the Commission providing for all Commission-required terms and conditions related to the project and any such reimbursement. If any portion of the project is funded by a grant obtained by the Commission, the cooperative agreement shall include a subgrant agreement requiring the responsible Member to be responsible for complying with the applicable terms and conditions of the grant agreement. The terms of this paragraph shall also apply to any Commission project that may be constructed by any other entity, public or private, if construction by such entities is deemed appropriate by the Commission.

5.4 Contracts for Improvements.

(a) Letting Contracts. All contracts for projects ordered by the Commission shall comply with the requirements of laws applicable to contracts let by the respective Member making such contract. The Commission shall not have the authority to contract in its own name for any work for which a special assessment will be levied against any private or public property under the provisions of Minn. Stat., chap. 429 or any city charter, and such contracts shall be awarded by action of the City Council of a Member and shall be in the name of said Member. This subsection shall not preclude the Commission from proceeding under Minn. Stat.

§ 103B.251 or from otherwise proceeding under this Agreement for projects that will not be specially assessed under Minn. Stat., chap. 429.

(b) Contract Administration. All improvement contracts will be duly supervised by the Member awarding the contract, provided, however, that the Commission shall be authorized to observe and review the work in progress and the Members agree to cooperate with the Commission staff in accomplishing the purposes of this Commission. Representatives of the Commission shall also have the right to enter upon the place or places where any improvement work is in progress for the purpose of making reasonable tests and inspections. Commission staff shall report, advise, and recommend to the Board on the progress of said work.

5.5 Land Acquisition.

(a) By Members. The Commission does not have the power to acquire real property, but shall have the authority to establish land acquisition policies as part of the Watershed Management Plan. The Members agree that any and all permanent easements or interests in land which are necessary for any project will be negotiated or condemned in accordance with all applicable laws by the Member wherein said lands are located, and each Member agrees to acquire the necessary easements or interests in such land upon order of the Commission to accomplish the purposes of this Agreement. All reasonable costs of said acquisition shall be considered as a cost of the respective improvement. If a Member determines it is in the best interests of that Member to acquire additional lands in conjunction with the taking of lands for the Commission-ordered improvement, or for some other purpose, the costs of said acquisition will not be included in the improvement costs of the ordered project. The Board in determining the allocation of the improvement costs may take into consideration the land use for which said additional lands are being acquired and may credit the acquiring Member for said land acquisition to the extent that it benefits the other Members of this Agreement. Any credits may be applied to the cost allocation of the improvement project under construction or the Board, if feasible and necessary, may defer said credits to a future project.

(b) Alternative Acquisition. If any Member refuses to negotiate or condemn lands as ordered by the Board, any other Member may negotiate or condemn outside of its corporate limits in accordance with, and to the extent authorized by, applicable laws. All Members agree that they will not condemn or negotiate for land acquisition to pond or drain storm and surface waters within the corporate boundaries of another Member except upon order of the Board. The Commission shall have authority to establish land acquisition policies as a part of the overall Watershed Management Plan. The policies shall be designed to equalize costs of land throughout the Watershed.

5.6 CIP Project Funding.

(a) Improvement Fund. The Board may, but is not required to, create an improvement fund for each CIP Project. Funds for the particular project shall be placed in and expended from the improvement fund created for the project.

(b) Member Contributions.

(i) Amounts. The Member responsible for constructing a CIP Project, together with any other identified benefiting Members, shall contribute toward the project such amounts as identified in the Board's resolution ordering the project and in accordance with the terms of the cooperative agreement entered into for the project. The Board will consider the benefits of the improvements to one or more subwatersheds in determining which Members are benefited by the CIP Project.

(ii) Appeal. Any Member aggrieved by the determination of the allocation of Member contributions toward a CIP Project may appeal the Board's determination by filling a written appeal to the Board within 30 days of the date of the ~~resolution~~ Board's resolution. The Board shall refer a timely appeal to a board of arbitration for a decision as provided herein~~below~~. Failure of a Member to file an appeal within the 30-day appeal period shall be deemed to have consented to and agreed with the cost allocation as set out in the Board's resolution.

~~(iii)8.1 Board of Arbitration. The board of arbitration shall consist of three persons; one to be appointed by the Board, one to be appointed by the appealing Member, and the third to be appointed by the two so selected. In the event the two persons so selected do not appoint the third person within 15 days after their appointment, then the Chief Judge of the District Court of Anoka County shall have jurisdiction to appoint, upon application of either or both of the two earlier selected, the third person to the board of arbitration. The third person selected shall not be a resident of any City and if appointed by the Chief Judge said person shall be a registered professional engineer. The arbitrators' expenses and fees, together with the other expenses, not including counsel fees, incurred in the conduct of the arbitration shall be divided equally between the Commission and the appealing Member. Arbitration shall be conducted in accordance with the Uniform Arbitration Act, Minn. Stat., chap. 572B. Arbitration shall be non-binding unless the Commission and the appealing Member agree to binding arbitration. If the parties agree to binding arbitration the decision of the board of arbitration shall be final and the parties to the arbitration will be deemed to have consented to and agreed with the decision. If these parties do not agree to binding arbitration, any party that does not agree with and consent to the decision of the board of arbitration must notify the Board in writing within 30 days of receipt of the decision of the board of arbitration that it does not consent to or agree with the decision. Failure to so notify the Board shall be deemed consent to and agreement with the decision of the board of arbitration. Unless the parties agree with the decision of the board of arbitration, capital improvements can only be funded in accordance with Minn. Stat. § 103B.251, or secured from other sources.~~

(c) Commission Contributions. The Commission shall contribute toward the project such amounts as identified in the Board's resolution ordering the project and in accordance with the terms of the cooperative agreement entered into for the project. The contribution from the Commission may include grant funds it has received for the project. In such cases, the Board and the responsible Members enter into a subgrant agreement, which may be part of the cooperative agreement, setting out the obligations of the Member to ensure compliance with the gran requirements. The Commission's contribution is in addition to any amounts contributed by Members or other private or public entities. If the Commission's contribution is dependent on an amount to be levied by the County, the contribution is contingent on the Commission receiving such amount from the County.

(d) Maintenance FundLevy. The Commission may establish a maintenance fund to be used for normal and routine maintenance of a work of improvement constructed in whole or part with money provided by Anoka County. As provided in Minn. Stat. § 103B.251, subd. 9, the Board may addimpose, with the County's consent, to the amount it certifies to the County for collection on the taxes ofan ad valorem levy on all property located within the territory of the Watershed or a subwatershed unit an amount for a maintenance fund.. The amount levy shall be certified, levied, collected, and distributed as provided in Minn. Stat. for the maintenance fund shall be §§ 103D.915 and 103D.921, as amended, and shall be in addition to any other money levied and distributed by the County to the Commission together with the other amounts levied for the Commission.. Mailed notice of any hearing required by law related to the amount levied for the maintenance fundunder the aforementioned statutes shall be sent to the clerk of each Member municipality at least 30 days prior to the hearing. The Commission shall deposit theThe proceeds of said maintenance levy shall be deposited in a separate maintenance and repair account to be used only for the purpose for which the levy was made.

5.7 Cost Allocation for CIP Projects. All capital costs incurred by the Commission shall be apportioned to the respective Members on any of the following bases.

(a) County Levy. If the project is constructed and financed pursuant to Minn. Stat. § 103B.251, the Members understand and agree that said costs will be levied on all taxable property in the Watershed as set forth in said statute.

(b) Negotiated Amount. A negotiated amount to be arrived at by the Members who have lands in the subdistrict responsible for the capital improvement.

(c) Tax Capacity and/or Total Area.

(1) Fifty percent of all capital costs or the financing thereof shall be apportioned to each Member on the basis of the net tax capacity of each Member within the boundaries of the Watershed each year to the total net tax capacity in the Watershed.

(2) Fifty percent of all capital costs or the financing thereof shall be apportioned to each Member on the basis of the total area of each Member within the boundaries of the Watershed each year to the total area in the Watershed.

(3) Capital costs allocated under the 50% area/50% net tax capacity formula set forth above may be varied by a majority~~two-thirds~~ vote of the Commission if:

(i) any Member community receives a direct benefit from the capital improvement which benefit can be defined as a lateral as well as a trunk benefit, or

(ii) the capital improvement provides a direct benefit to one or more Members which benefit is so disproportionate as to require in a sense of fairness a modification in the 50/50 formula.

(4) Any credits ~~to~~ due to a Member for lands acquired by said Member to pond or store storm and surface water as provided herein shall be allowed against costs due under this section.

5.8 Emergency Projects. The Commission may perform emergency projects in accordance with Minn. Stat. § 103B.252.

SECTION VI
FINANCES

6.1 Generally.

(a) Authority. The Commission funds may be expended by the Board in accordance with this Agreement and in accordance with the procedures as established by law and in the manner as may be determined by the Board.

(b) Funds. The Commission shall have a general fund and may establish such other funds and accounts as it may determine are needed.

(c) Disbursements. In no event shall there be a disbursement of Commission funds without the signature of at least two Board members, one of whom shall be the Treasurer or the Treasurer's authorized deputy.

(d) Treasurer Bond. The Treasurer shall be required to file with the Secretary of the Board a bond in the sum of at least $10,000 or such higher amount as shall be determined by the Board. The Commission shall pay the premium on said bond.

(e) Depository. The Board shall designate one or more national or state bank or trust companies, authorized by Minn. Stat., chaps. 118 and 427, or such other law as

may apply, to receive deposits of public moneys and to act as depositories for the Commission funds.

6.2 Commission's General Fund. The Commission's general fund is funded by an annual contribution from each Member and is used to pay for general administration purposes including, but not limited to, salaries, rent, supplies, development of the Watershed Management Plan, engineering and legal expenses, insurance, and bonds, and to purchase and maintain any personal property deemed necessary by the Commission in furtherance of its purposes and powers as articulated in this Agreement. Said funds may also be used for normal maintenance of any facilities, but any extraordinary maintenance or repair expense shall be treated as an improvement cost and processed in accordance with the provisions for CIP Project funding under this Agreement. The annual contribution by each Member shall be based fifty percent (50%) on the net tax capacity of all property within the Watershed and fifty percent (50%) on the basis of the total area of each Member within the boundaries of the Watershed each year to the total area in the Watershed.

6.3 Operating Budget. The Board shall annually prepare, adopt, and submit an annual operating budget as provided in this section.

(a) Adoption. On or before July 1 of each year, the Board shall adopt a detailed budget for the ensuing year and decide upon the total amount necessary for the Commission's general fund. Budget approval shall require a favorable vote by a majority of all eligible votes of the then existing Commissioners.

(b) Funding. The Commission's annual operating budget is funded by an annual assessment placed on the Members, subject to certain caps, as provided herein.

(c) Caps on Member Assessments. The amount annually assessed each Member to fund the operating budget shall not exceed the following caps, unless authorized as provided herein.

(1) Percentage Cap. The amount to be assessed Members under the operating~~proposed~~ budget shall not exceed 120% of the amount assessed Members under the previous year's budget, unless the City Council of each Member adopts a resolution approving the increase.

(2) Tax Capacity Cap. The amount of a Member's annual contribution to the operating budget shall not exceed one-half of one percent of the net tax capacity of the Member's total area located within the Watershed, unless the City Council of that Member adopts a resolution approving the increase.

(d) Budget Certified to Members. On or before July 1st, the Secretary or the Commission Administrator shall certify the operating budget to the clerk of each Member, together with a statement of the proportion of the budget to be assessed and paid by each Member. If the proposed operating budget results in any of the

caps established herein being exceeded, the budget sent to the Members for review must be accompanied by a letter clearly notifying the Members of the cap being exceeded, the reasons for the proposed exceedance, and the Member approval required to approve the proposed budget. If the approvals required herein to exceed the cap are not obtained, the total budget or assessment amount shall not exceed the capped amount.

(e) Member Review. The City Council of each Member agrees to review the proposed budget provided by the Commission. If any Member has any objections, they must submit them in writing to the Board prior to August 1. Upon the receipt of any such written objections, the Board shall set a date to hear the Member's objections and shall provide all Members notice of the hearing and a copy of the written objections. After hearing the objections, the Board may modify, amend, or affirm the proposed budget by majority of all eligible votes of the then existing Commissioners.

(f) Finalized. The proposed operating budget shall be considered final if no Member files an objection by August 1st. If a timely objection is received, the Board shall act to finalize the operating budget after conducting a hearing on the objections. The Board shall provide a copy of the final operating budget to each Member. If there are objections, the Board shall include its findings and decision regarding such objections with the final operating budget.

6.4 Supplemental Budget.

(a) Insufficient Funds. If the Board determines it will not have sufficient funds in the Commission's general fund to pay its obligations or to otherwise fund Commission operations in the present year, the Board may adopt a supplemental budget to raise additional funds as provided herein.

(b) Public Hearing. The Board shall call a public hearing on the proposed supplemental budget and provide at least 10 days' written notice of the hearing, together with a copy of the proposed supplemental budget, to each Member.

(c) Adoption. After conducting the public hearing, the Board may adopt the supplemental budget by a favorable vote of a majority of all eligible votes of the then existing Commissioners. The Board shall notify each Member of the adopted supplemental budget and the amount of additional assessment.

(d) Cap. In no case shall the budget require any Member to contribute in excess of one-half of one percent of the net tax capacity of all taxable property within the Watershed and within the Member's corporate boundaries in any one calendar year.

(e) Additional Assessment. Members agree to pay their additional assessment to the Commission within 60 days of adoption of the supplemental budget.

6.5 Default. Any Member who is more than 60 days in default in contributing its share to the operating budget or to a CIP Project shall have the vote of its Commissioner suspended pending the payment of its proportionate share. Any Commissioner whose vote is under suspension shall not be considered for the purposes of determining a quorum or for determining the sufficiency of a vote.

SECTION VII
TERMINATION AND DISSOLUTION

7.1 Termination. This Agreement may be terminated prior to January 1, 2035 by the unanimous consent of the Members. If the Agreement is to be terminated, a notice of the intent to dissolve the Commission shall be sent to the Board of Water and Soil Resources and to Anoka County at least 90 days prior to the date of dissolution.

7.2 Dissolution. In addition to the manner provided herein for terminating this Agreement, any Member may petition the Board to dissolve the Agreement. Upon 90 days notice in writing to the clerk of each Member governmental unit and to the Board of Water and Soil Resources and to Anoka County, the Board shall hold a hearing and upon a favorable vote by a majority of all eligible votes of then existing Commissioners, the Board may by Resolution recommend that the Commission be dissolved. Said Resolution shall be submitted to each Member governmental unit and if ratified by a majority~~three-fourths~~ of the City Councils of all eligible Members within 60 days, said Board shall dissolve the Commission allowing a reasonable time to complete work in progress and to dispose of personal property owned by the Commission.

7.3 Distribution of Assets. If this Agreement is terminated and not replaced with a new agreement providing for the continued operation of the Commission, or if the Commission is dissolved, all property of the Commission shall be sold and the proceeds thereof, together with monies on hand, shall be distributed to the eligible Members of the Commission. Such distribution of Commission assets shall be made in proportion to the total contribution to the Commission as required by the last annual budget.

SECTION VIII
MISCELLANEOUS PROVISIONS

8.1 General Appeal. Any Member aggrieved by a determination of the Board shall have 30 days after the Board's determination within which to file a written appeal to the Board. The Board shall refer a timely appeal to a board of arbitration for a decision as provided below. Failure of a Member to file an appeal within the 30-day appeal period shall be deemed to have consented to the Board's determination.

8.2 Board of Arbitration. Any matter appealed by a Member pursuant to this Agreement shall be decided by a board of arbitration. The board of arbitration shall consist of three persons; one to be appointed by the Board, one to be appointed by the appealing Member, and the third to be appointed by the two so selected. In the event the two persons so

selected do not appoint the third person within 15 days after their appointment, then the Chief Judge of the District Court of Anoka County shall have jurisdiction to appoint, upon application of either or both of the two earlier selected, the third person to the board of arbitration. The third person selected shall not be a resident of any City and if appointed by the Chief Judge said person shall be a registered professional engineer. The arbitrators' expenses and fees, together with the other expenses, not including counsel fees, incurred in the conduct of the arbitration shall be divided equally between the Commission and the appealing Member. Arbitration shall be conducted in accordance with the Uniform Arbitration Act, Minn. Stat., chap. 572B. Arbitration shall be non-binding unless the Commission and the appealing Member agree to binding arbitration. If the parties agree to binding arbitration the decision of the board of arbitration shall be final and the parties to the arbitration will be deemed to have consented to and agreed with the decision. If these parties do not agree to binding arbitration, any party that does not agree with and consent to the decision of the board of arbitration must notify the Board in writing within 30 days of receipt of the decision of the board of arbitration that it does not consent to or agree with the decision. Failure to so notify the Board shall be deemed consent to and agreement with the decision of the board of arbitration. Unless the parties agree with the decision of the board of arbitration, capital improvements can only be funded in accordance with Minn. Stat. § 103B.251, or secured from other sources.

~~8.1~~8.3 Term. This Agreement shall be effective as of January 1, 2025 and shall remain in effect until January 1, 2035, unless terminated earlier as provided herein. The Members may agree to continue this Agreement as the preferred method for addressing their obligation to address surface water issues under law.

~~8.2~~8.4 Mediation. Except for appeals submitted to a board of arbitration as discussed above, the Members agree that any controversy that cannot be resolved between Members shall be submitted to mediation. Mediation shall be conducted by a mutually agreeable process by all Members. If the Members are not able to mutually agree on a mediator, the party and the Board shall each select a mediator and the two mediators shall select a third. Each party to the mediation shall be responsible for the cost of the mediator it selected and shall share equally in the costs of the mediation and of the third mediator.

~~8.3~~8.5 Data Practices. The Commission shall comply with the requirements of Minnesota Statutes, chapter 13, the Minnesota Government Data Practices Act ("Act"). Any entity with which the Commission contracts is required to comply with the Act as provided in Minnesota Statutes, section 13.05. The contractor shall be required to notify the Board if it receives a data request and to work with the Commission to respond to it.

~~8.4~~8.6 Amendments. The Board may recommend changes and amendments to this Agreement to the governing bodies of the Members. No amendment is effective unless it is ~~Amendments shall be~~ adopted by all governing bodies of the Members. Adopted amendments shall be evidenced by appropriate resolutions or certified copies of meeting minutes of the governing bodies of each party filed with the Board and shall, if no effective date is contained in the amendment, become effective as of the date all such filings have been completed.

~~8.5~~8.7 Waiver. The delay or failure of any party of this Agreement at any time to require performance or compliance by any other party of any of its obligations under this Agreement shall in no way be deemed a waiver of those rights to require such performance or compliance.

~~8.6~~8.8 Headings and Captions. The headings and captions of these paragraphs and sections of this Agreement are included for convenience or reference only and shall not constitute a part hereof.

~~8.7~~8.9 Entire Agreement. This Agreement, including the recitals and the official boundary map (which are incorporated in and made part of this Agreement), contains the entire understanding among the Members concerning the subject matter hereof. This Agreement supersedes and replaces the prior joint powers agreement among the Members regarding the Commission and such prior agreement is hereby terminated. Any outstanding obligations of the Members under the prior agreement are not affected by the termination and shall be continued under this Agreement.

~~8.8~~8.10 Examination of Books. Pursuant to Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the Board are subject to examination by the State.

~~8.9~~8.11 Governing Law. The respective rights, obligations, and remedies of the Members under this Agreement and the interpretation thereof shall be governed by the laws of the State of Minnesota which pertain to agreements made and to be performed in the State of Minnesota.

~~8.10~~8.12 Counterparts. This Agreement shall be executed in several counterparts and all so executed shall constitute one Agreement, binding on all of the Members hereto. Each party to the agreement shall receive a fully executed copy of the entire document following adoption by all Members.

~~8.11~~8.13 Enforcement. Members agree to be bound by the determination of the Commission and to agree to use their best efforts to carry out directives from the Commission; failure to respond may result in a legal action by the Commission to require the Member to act under a court order.

~~8.12~~8.14 Notice. To the extent~~extend~~ this Agreement requires a notice to be mailed to a Member, the notice requirement may be satisfied by the Commission emailing the notice to its primary contact for the Member.

~~8.13~~8.15 Statutory References. All references to statutes in this Agreement include any amendments made thereto and any successor provisions.

IN WITNESS WHEREOF, the Members have entered into this Agreement by action of their respective governing bodies effective as of the date of the last Member to execute it.

[signature pages follow]

CITY OF ANDOVER

Approved on the ___ day of _____ 2024
by the City Council.

_____
Mayor

Attest:_____

CITY OF ANOKA

Approved on the ___ day of _____ 2024
by the City Council.

_____
Mayor

Attest:_____

CITY OF RAMSEY

Approved on the ___ day of _____ 2024
by the City Council.

_____
Mayor

Attest:_____

CC Work Session

Meeting Date: 11/26/2024

Primary Strategic Plan Initiative: Strive for high organizational morale and employee retention.

Information

Title:

Finalize Discussions Regarding Proposed Updates to the Personnel Policy

Purpose/Background:

The purpose of this discussion is to finish the review of the Personnel Policy, make any final recommendations and have it ready for the December 10, 2024, regular Council Meeting for approval, effective January 1, 2025.

The Personnel Policy was discussed during work sessions with the City Council on November 28, December 12, February 26, March 12, April 24 and June 11th. Every section of the policy has been reviewed. The policy was temporarily put on hold due to contract negotiations taking priority. For consistency among employee groups and ease of administration, certain sections of the policy have been updated to mirror contract language.

Attached: Marked-up and clean copies of the policy are attached. Some final formatting will be required.

Time Frame/Observations/Alternatives:

Up to 20 minutes.

Funding Source:

Not applicable.

Recommendation:

For the City Council to make any final policy recommendations.

Outcome/Action:

For the City Council to make any final policy recommendations and to direct staff to proceed to seeking approval on December 10, 2024, or as otherwise directed.

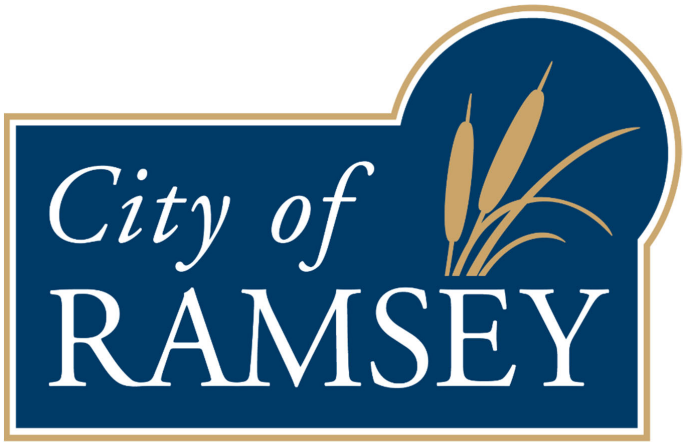
Attachments

Personnel Policy - DRAFT

Personnel Policy - DRAFT Redlined

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	11/21/2024 04:07 PM
Brian Hagen	Brian Hagen	11/22/2024 01:55 PM
Form Started By: Colleen Lasher		Started On: 11/19/2024 04:26 PM
Final Approval Date: 11/22/2024		



PERSONNEL POLICY

Adopted November 26, 2024
Effective January 1, 2025

Dear City of Ramsey Employee:

The City of Ramsey is a vibrant, growing community that promotes excellence in everything we do and we are pleased to have you on our team.

As part of our team, you are expected to conduct yourself in a consistent manner with the City's mission and vision, core values, guiding principles, and this personnel policy.

This personnel policy was prepared to generally describe the terms, conditions, benefits, rights, and responsibilities of employment. The application of specific sections of this policy to any particular situation may depend on the specific facts or conduct at issue. It is your responsibility to become familiar with this personnel policy within five (5) business days of receiving it. Upon receipt of the personnel policy, you must sign the last page of the policy, entitled "Acknowledgement of Receipt of the City of Ramsey Personnel Policy," and submit it to the Human Resources Office.

I hope you will find the policy informative and useful in making the most of the many opportunities available to you as a City employee.

Should you have questions regarding the personnel policy or any aspect of your employment relationship with the City, please feel free to contact me, Human Resources, your department head or your supervisor.

Sincerely,

Brian Hagen
City Administrator

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SECTION 1 INTRODUCTION

1.1 Purpose

The purpose of this personnel policy is to serve as a reference and as a summary of the City of Ramsey's policies, work rules, and benefits. It is intended to foster a safe, orderly, and disciplined employment environment and promote employee knowledge of what is expected of employees.

This policy replaces, revokes, and supersedes any previous personnel policies, interpretations, or practices, and is only valid until amended or replaced by the City Council. The City reserves the right to modify, revoke, suspend, or change this personnel policy, in whole or in part, at any time, with or without notice, at the sole discretion of the City Council. Any applicable local, state, or federal laws that impose stricter requirements or regulations shall be used in lieu of policies or procedures outlined in this personnel policy.

Additional information or clarification as to each section of this personnel policy may be obtained from your Supervisor, Department Head, Human Resources, the Administrative Services Director or the City Administrator. However, the text of this policy, takes precedence over any inconsistent communication from any City employee or elected official.

Nothing in this personnel policy, or in any other City document, nor anything said or done by a City employee or elected official, may be construed as an employment contract between the City and an employee, a guarantee of continued employment, or a term or condition of employment. The City and the employee both have the right to terminate the employment relationship at any time. Except as modified by an individual contract or a collective bargaining agreement, all employment with the City is considered 'at-will' employment.

1.2 Scope

This policy applies to all employees of the City. The following individuals are not City employees:

1. Elected officials
2. City Attorney
3. Members of City boards, commissions, and committees
4. Consultants and contractors
5. Volunteers (except as specifically noted for paid-on-call firefighters)

Any portion of this policy that applies to the above listed individuals will be noted as such.

If any specific provisions of this policy conflict with any current union agreement or civil service rules, the union agreement or civil service rules will prevail. Union employees are encouraged to consult their collective bargaining agreement first for information about their employment conditions.

City departments may have special work rules deemed to be necessary and approved by the City Administrator to meet departmental objectives. Each employee will receive a copy of such work rules upon hiring and those rules will be further explained and discussed with the employee by their immediate supervisor.

1.3 Employee Responsibility

It is the employee's responsibility to know and understand thoroughly the policies and topics covered in this personnel policy. Updated material may be added periodically, each employee is responsible for reviewing any new material. Human Resources

1.4 Data Practices Advisory

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

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

1.5 Equal Employment Opportunity Statement

The city of Ramsey is committed to providing equal opportunity in all areas of employment, including but not limited to recruitment, hiring, demotion, promotion, transfer, selection, lay-off, disciplinary action, termination, compensation and selection for training. The city of Ramsey will not discriminate against any employee or job applicant for any unlawful reason

on the basis of race (including traits associated with race, including, but not limited to, hair texture and hair styles such as braids, locs and twists) color, creed, religion, national origin, ancestry, sex, sexual orientation, gender identity, or gender expression, disability, age, marital status, genetic information, status with regard to public assistance, veteran status, familial status, or membership on a local human rights commission or lawful participation in the Minnesota Medical Cannabis Patient Registry.

Commented [CL1]: Per review by the City Attorney. The sentences below are from LMC template Personnel Policy.

1.6 Personal Communications and Use of Social Media

It is important for City employees to remember the personal communications may reflect on the City, especially if employees are commenting on City business or issues related to their City employment. As City representatives, employees share the responsibility of earning and preserving the public's trust in the City. An employee's own personal communications, such as those on social media, can significantly impact the public's perception that all City staff carry out City functions faithfully, impartially, and without regard to factors such as race, sex/gender, religion,

national origin, disability, sexual orientation, or other protected categories. Non-personal communications (performed as part of one's job duties) to members of the public must be professional at all times. The following guidelines apply to personal communications, including various forms such as social media (Facebook, Twitter, blogs, YouTube, etc.), letters to the editor of newspapers, and personal endorsements:

- Do not share any private or confidential information you have access to as a result of your City position.
- Any personal communications on a matter of public concern must not disrupt the efficiency of the City's operation, including by negatively affecting morale. In other words, such public comments must not undermine any City department's ability to effectively serve the public. Disruptive personal communications can include liking or republishing (sharing/retweeting) a social media post of another individual or entity. The City can act on the personal communication that violate this policy, even without waiting for an actual disruption.
- Remember that what you write or post cannot easily be undone, and it may reach a larger audience than you intended. Use common sense when using email or social media. It is a good idea to refrain from sending or posting information or photos you would not want your supervisor or other employees to read, or that you would be embarrassed to see in the newspaper. Keep in mind that harassment, bullying, threats of violence, discrimination, or retaliation concerning a co-worker or between co-workers that would not be permissible in the workplace is also not permissible online, even if done after hours, from home, and on home computers.
- The City expects its employees to be fair, courteous, and respectful to supervisors, co-workers, citizens, customers, and other persons associated with the City. Avoid using statements, photographs, video or audio that reasonably may be viewed as malicious, obscene, threatening or intimidating, disparaging, or might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of sex, race (including traits associated with race, such as hair texture and hairstyles like braids, locs and twists) national origin, age, color, creed, religion, disability, marital status, familial status, veteran status, sexual orientation, gender identity, or gender expression, status with regard to public assistance, or membership or activity in a local human rights commission.
- If you publish something related to City business and there may be confusion whether you are speaking on behalf of the City, it would be best to identify yourself and use a disclaimer such as, "These are my own opinions and do not represent those of the City of Ramsey.
- Individuals must not use City-owned or operated equipment to post to personal sites, including social networking sites, except during break times or before/after work, when not part of your official duties.
- City resources, working time, or official City positions cannot be used for personal profit or business interests, or to participate in personal political activity. Some examples include: a building inspector could not use the City's logo, email, or working time to promote their side business as a plumber; a parks employee should not access a park after hours even though they may have a key; a clerk, while working at City Hall, should not campaign for a friend who is running for City Council.
- Personal social media account name or email names should not be tied to the City (e.g., "City name Cop").

1.7 Media Requests

All City employees have a responsibility to communicate accurate and timely information to the public in a professional manner. Requests for private data or information outside of the scope of an individual's job duties should be directed to the appropriate department or to the data practices authority.

Any employee who identifies a mistake in reporting should promptly bring it to the attention of the City Administrator or other appropriate staff. Regardless of whether the communication is in the employee's official City role or in a personal capacity, employees must comply with all laws related to trademark, copyright, software use, and other relevant matters.

Except for routine events and basic information readily available to the public, all requests for interviews or information from the media are to be routed through the City Administrator. No City employee is authorized to speak on behalf of the City without prior authorization from the City Administrator or the City Administrator's designee. Media requests include anything intended to be published or viewable by others in any form, such as television, radio, newspapers, newsletters, social media postings, and websites. When responding to media requests, employees should follow these steps:

1. If the request is for routine or public information (such as a meeting time or agenda), provide the information and notify the City Administrator of the request.
2. If the request is regarding information about City personnel, potential litigation, controversial issues, an opinion on a City matter, or if an employee is unsure if the request is "routine", forward the request to the City Administrator. An appropriate response would be, "I'm sorry, I don't have the full information regarding that issue. Let me take some basic information and submit your request to the appropriate person, who will get back to you as soon as possible." Then, ask the media representative for their name, questions, deadline, and contact information.

All news releases concerning City personnel will be the responsibility of the City Administrator. When/if the City Administrator authorizes a staff person to communicate on behalf of the City in interviews, publications, news releases, on social media sites, and related communications, employees must:

- Identify themselves as representing the City. Account names on social media sites must be clearly connected to the City and approved by the City Administrator.
- Be respectful, professional, and truthful when providing information. In most cases, only factual information (not opinions or editorial comments) should be provided. For example: "The City finished street cleaning on 16 streets in the northwest corner of the City this past week," rather than "The City is doing a great job with street cleaning this year!" Corrections must be issued when needed.
- Generally, not include personal opinions in official City statements. One exception is communications related to promoting a City service. For example, an employee could post the following on the City's Facebook page: "My family visited Hill Park this weekend and really enjoyed the new band shelter."
- Employees who have been approved to use social media sites on behalf of the City should seek assistance from the City Administrator.

- Notify the City Administrator if they will be using their personal technology (cell phones, home computer, cameras, etc.) for City business. Employees should be aware that data transmitted or stored may be subject to the Minnesota Government Data Practices Act.

1.8 Unlawful Acts

No person shall knowingly make any false statement, certificate, mark, rating, or report regarding any test, certificate, or appointment held or made under the City personnel system, nor commit or attempt to commit any fraud preventing the impartial execution of this policy.

No person seeking employment or promotion within City service shall, either directly or indirectly, give, render, or pay any money, service, or other valuable consideration to any person in connection with their test, appointment, promotion, or proposed appointment or promotion.

No person shall be employed, promoted, demoted, or terminated by the City or in any way favored or discriminated against because of, race, creed, color, national origin, religion, sex, sexual orientation, marital status, familial status, age, status with regard to public assistance, disability, or other characteristics protected by state or federal law. Additionally, no person who is over 18 years of age shall be discriminated against with regard to City employment in any way prohibited by the federal and state law, including actions taken in accordance with the Public Employment Labor Relations Act.

1.9 Exceptions

No exception to any provision of this personnel policy may be made except by the City Administrator, the City Administrator's designee (as noted in specific sections of this policy), or the City Council as required under the City's Charter. Such exceptions shall be documented, made only on a case-by-case basis, and only after the City Administrator or the City Council has adopted sufficient findings of fact showing the justification for the exception.

SECTION 2 DEFINITIONS

For purposes of these policies, the following definitions will apply:

Authorized Hours: The number of hours an employee was hired to work. Actual hours worked during any given pay period may differ from authorized hours, depending on workload demands or other factors, and upon approval of the employee's supervisor.

Benefits: Privileges granted to qualified employees in the form of paid leave and/or insurance coverage.

Benefit Earning Employees: Employees who are eligible for at least a pro-rated portion of some City provided benefits. Such employees must be year-round employees who work at least 20 hours per week on a regular basis.

Casual Employee: Temporary employees who periodically work "special projects" for the City, including, but may not be limited to, Election Judges, Happy Days staff, Rink Attendants, Snow Plow Drivers, and other employees working less than 14 hours per week.

Core Hours: The core hours for all employees (exempt and non-exempt) are 8:00 a.m. to 4:30 p.m., Monday through Friday. Police, Fire, and Public Works employees do not have core hours and work the schedules established by their supervisors.

Demotion: The movement of an employee from one job class to another within the City, where the maximum salary for the new position is lower than that of the employee's former position.

Department Head: Employees that are responsible for the efficient administration of their respective departments, including substantial supervisory control of a permanent nature over other municipal employees. Department Heads shall initiate, with the approval of the City Administrator, implement practices, functions, programs and procedures necessary to fulfill the Department Head's responsibilities. All Department Heads report directly to the City Administrator. The City Administrator shall serve as the Department Head for the Administrative Services Department.

Commented [CL2]: To be discussed.

Direct Deposit: As permitted by state law, all City employees are required to participate in direct deposit.

Division Heads: Employees that are responsible for the efficient administration of their respective divisions, including substantial supervisory control of a permanent nature over other municipal employees. Division Heads shall initiate, with the approval of their Department Head, implement practices, functions, programs and procedures that are necessary to fulfill their responsibilities.

Eligible Earned Sick and Safe Time (ESST) Severance Pay: ESST eligible severance pay shall not exceed 960 hours, is payable at a given percent as per this policy and may be subject to language within the post-employment healthcare savings plan.

Employee: An individual who has successfully completed all stages of the selection process, including the probation period.

Exempt Employee: Any employee excluded from overtime and compensatory time off provisions under the Minnesota and federal Fair Labor Standards Act (FLSA).

FICA (Federal Insurance Contributions Act): FICA is the federal requirement that a certain amount be automatically withheld from employees' earnings. Specifically, FICA requires an employee to contribute a percentage for Social Security and Medicare. The City contributes a matching percentage on behalf of each employee. Certain employees are exempt or partially exempt from these withholdings (e.g., police officers).

Fiscal Year: The period from January 1 to December 31.

Full-Time Employee: Employees required to work forty (40) or more hours per week, year-round, in an ongoing position. In accordance with federal health care reform laws, the City offers health insurance benefits to eligible employees and their dependents that work on average or are expected to work 30 or more hours per week or the equivalent of 130 hours or more per month. To comply with health care reform laws, while avoiding penalties, part-time employees will be scheduled according to business needs in a manner that maintains their intended part-time status.

Hours of Operation: City Hall's hours of operation are Monday through Friday, from 8:00 a.m. to 4:30 p.m.

In Good Standing: City employees may resign at any time, for any reason. To be considered "in good standing" upon resignation, an employee must submit a written notice to their Department Head, at least 14 days before the resignation date. Department Heads wishing to resign "in good standing" should provide as much notice as possible, with a minimum of 30 days. Failure to comply with the 14-day or 30-day notice requirement may result in denial of future City employment and sick leave termination benefits.

Non-Exempt Employee: Employees covered by the federal or state Fair Labor Standards Act (FLSA). Non-exempt employees are generally eligible for overtime pay or compensatory time off at 1.5 times their regular hourly wage for all hours worked over forty (40) in any given workweek.

Part-Time Employee: Employees who are required to work less than forty (40) hours per week year-round in an ongoing position. In accordance with federal health care reform laws, the City offers health insurance benefits to eligible employees and their dependents who work or are expected to work an average of 30 hours per week or 130 hours per month. In order to comply with the health care reform law, while avoiding penalties, part-time employees will be scheduled with business needs, which ensures positions retain part-time status under which is intended.

Pay Period: A fourteen (14) day period beginning at 12:00 a.m. (midnight) on Saturday through 11:59 p.m. on Friday, fourteen (14) days later.

PERA (Public Employees Retirement Association): A statewide pension program in which all City employees meeting program requirements must participate in accordance with Minnesota law. Both the City and the employee contribute to the employee's retirement account.

Probationary Employees: An employee working within a six- or twelve-month period at the start of employment with the City (or at the beginning of a promotion, reassignment, or transfer) unless covered by a collective bargaining agreement stating a different time frame. An employee serving the initial probationary period may be disciplined at the sole discretion of the City, up to and including dismissal. An employee so disciplined, including dismissal, will not have any grievance rights. Time served in temporary, seasonal, volunteer or interim positions are not considered part of the probationary period. If an emergency arises during an employee's probationary period which requires a leave of absence, such time off, if granted, will not be considered as time worked, and the probationary period will be extended by the length of time taken.

Promotion: Movement of an employee from one job class to another within the City, where the maximum salary for the new position is higher than that of the employee's former position.

Reclassify: Reassignment of a job from one classification to another because of a significant change in the position's duties and responsibilities.

Seasonal Employee: Employees who work part of the year to conduct seasonal work. Seasonal employees may work a full-time or part-time hours but, unless required by law, are generally not eligible for benefits or seniority credit. To comply with the health care reform law while avoiding penalties, seasonal employees are scheduled in alignment with business needs to maintain their seasonal status, or may be offered health insurance in rare cases.

Service Credit: Time worked for the City. An employee begins accruing service credit on their first workday. Certain levels of absence may interrupt service credit accrual.

Supervisor: An individual with authority on behalf of the employer to recommend or take action regarding hiring, transfers, suspensions, promotions, discharges, discipline, rewards, assignments and work direction, grievance adjustments, and performance evaluations.

Temporary Employee: Employees who work in temporary positions, either with a specific end date or for the duration of a specific project. Temporary employees may work full-time or part-time schedules but, unless required by law, do not earn benefits or seniority credit. To comply with the health care reform law, temporary employees are scheduled with business needs to maintain their temporary status, or in rare instances, may be offered health insurance.

Transfer: Movement of an employee from one City position to another of equivalent pay.

Weapons: Defined to include all firearms (whether legal or illegal), switchblade knives, or any other item that has been modified or has the primary serves as a weapon.

Work Week: The regular work week for City employees is forty (40) hours, in addition to a lunch period, Monday through Friday, except as otherwise established by the City Administrator or the City Administrator's designee, based on department needs. For payroll purposes, a work week is a consecutive seven-day period from Saturday through the following Friday.

SECTION 3 EMPLOYEE RECRUITMENT, SELECTION, EMPLOYMENT, AND TERMINATION

3.1 Scope

The City Administrator or the City Administrator's designee will manage the hiring process for positions within the City. While the hiring process may be coordinated by staff, the City Council is responsible for the final hiring decision and must approve all hires to City employment, with the exception of temporary or seasonal employees **and interns** for which the funding is accounted for in the annual budget. In this case the City Administrator is responsible for hiring temporary or seasonal employees. All regular hires (part-time employees, full-time employees and Paid-on-call Firefighters will be made according to merit and fitness related to the position being filled.

Commented [CL3]: Discuss interns with the CC.

3.2 Features of the Recruitment System

The City Administrator or the City Administrator's designee will determine if a vacancy will be filled and how, whether through an open recruitment, promotion, transfer, or another method. This determination will be made on a case-by-case basis. The majority of vacancies will be filled through an open recruitment process. Position vacancies may be filled on an "acting" basis, as needed.

Application for employment will generally be made via the City's online application process. Other materials in lieu of a formal application may be accepted in certain recruitment situations as determined by the City Administrator or the City Administrator's designee. In most cases, supplemental questionnaires will included as part of the application process. To be considered, all candidates must submit the required application materials by the posted deadline, in order to be considered for the position. The deadline may be extended by the City Administrator. Unsolicited applications will not be retained.

3.3 Testing and Examinations

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

Internal recruitments will be available to any City employee who: (1) has successfully completed the initial probation period; and (2) meets the minimum qualifications for the position.

The City Council or the City Council's designee will establish minimum qualifications for each position with input from the appropriate Department Head or the Department Heads'

designee. Candidates must meet these minimum qualifications to be eligible to participate in the selection process.

3.4 Pre-Employment Medical Exams

The City Administrator or the City Administrator's designee may determine that a pre-employment medical examination, which may include a psychological evaluation, is necessary to determine fitness to perform the essential functions of any City position. Where a medical examination is required, an offer of employment is contingent upon successful completion of the medical exam.

When a pre-employment medical exam is required, it will be required of all candidates who are finalists or offered employment for a given job class. Information obtained from the medical exam will be treated as confidential medical records.

When required, the medical exam will be conducted by a licensed physician designated by the City, with the cost of the exam paid by the City. (Psychological/psychiatric exams will be conducted by a licensed psychologist or psychiatrist.) The physician will notify the City Administrator or the City Administrator's designee whether a candidate is medically able to perform the essential functions of the job, with or without accommodations, and whether the candidate passed a drug test, if applicable.

If the candidate requires accommodation to perform one or more of the essential functions of the job, the City Administrator or the City Administrator's designee will confer with the physician and candidate regarding reasonable and acceptable accommodations.

If a candidate is rejected for employment based on the results of the medical exam, the candidate will be notified of this determination, as required by law.

3.5 Selection Process

The selection process will be a cooperative effort between the City Administrator, Human Resources and the hiring manager, subject to final hiring approval of the City Council. Any, all, or none of the candidates may be interviewed.

The City has the right to make the final hiring decision based on qualifications, abilities, experience, and the needs of the City Council.

3.6 Background Checks

All finalists for employment with the City will be subject to a background check to confirm information submitted as part of application materials and to assist in determining the

candidate's suitability for the position. Except where already defined by state law, the City Administrator will determine the level of background check to be conducted based on the position being filled.

3.7 Criminal Background Investigations

Authority
State law authorizes City police departments to conduct criminal history background investigations on applicants for City positions using Minnesota Computerized Criminal History data.

Applications
This section applies only to applicants who are finalists for regular, temporary, seasonal, casual, and volunteer positions. Before a finalist is eligible to receive a conditional job offer or begin employment with the City, and to the extent permitted by law, the applicant must authorize the Police Department, in writing, to undertake a criminal history background investigation and to release the information to the City Council, City Administrator and/or other City staff as appropriate.

Rejection of Applications
Except in the case of exceptions set forth in Minnesota state law, as amended from time to time, if the City rejects an application for employment, either partly or solely to the applicant's prior conviction of a crime that directly relates to the position sought, the City's Human ResourcesAdministrative Services Director will notify the applicant in writing of the following:

- The Grounds and reasons for denial;
- The applicant complaint and grievance procedure set forth in Minnesota State law, as amended from time to time;
- The earliest date the applicant may reapply for employment or a volunteer position; and
- That all competent evidence of rehabilitation will be considered upon re-application.

Only public conviction information related directly to the position sought will be considered in denying employment. In situations where identity is in question, fingerprint verifications will be allowed, to the extent permitted by law. The City reserves the right to consider the applicant's criminal history, including any and all evidence of rehabilitation, to the maximum extent permitted by law.

3.8 Reclassification

When a position's duties and responsibilities change (increase or decrease), the position is considered a reclassification. It may be automatically filled by the incumbent of the original position, contingent upon the incumbent's ability to meet the position's minimum requirements and possess the necessary knowledge, skills, and abilities, at the City's discretion.

3.9 Nepotism

The potential for conflicts of interest is increased when personnel who are related are employed by the same employer; and real or implied conflicts of interest can result in distrust and a general lack of harmony among other employees.

Whenever possible, and with due regard for job-relevant qualifications, merit, and fitness, the employer shall avoid appointing any person related to an appointed officer or regular full-time or regular part-time employee of the City. Appointments or assignments of persons related to an employee in the same department in which the employee works is prohibited.

This provision does not apply to marital or familial status, as protected under the Minnesota Human Rights Act. Employment of the spouse of an elected or appointed officer or employee is not prohibited; however, appointing or assigning of an employee's spouse within the same department is prohibited if the appointment or assignment would result in one employee directly supervising or influencing the recruitment, employment, salary, fees, or performance review of the employee's spouse.

Appointment to a position with the City shall not be construed as an employment contract between the City of Ramsey and an employee. All employees whose positions are covered by this policy are appointed by and serve at the sole discretion of the employer.

3.10 Probation

Subject to the provisions of an applicable collective bargaining agreement, every original and promotional appointment is subject to a probationary period of one (1) year. During this probationary period, a probationary employee may be terminated at the sole discretion of the City. If terminated during the probationary period, the employee shall be notified in writing of the termination and shall have no right to appeal the termination.

Employees may use sick and vacation leave during their probationary period at the discretion of the Department Head.

At the sole discretion of the City Administrator, an employee's probationary period may be extended for an additional 90 calendar days. Completion of the probationary period or any extended probationary period is not, and cannot be construed as, a promise of continued employment or altering the at-will nature of employment.

3.11 Punctuality and Attendance

Every employee has an important role in maintaining a productive workplace. Therefore, it is essential that all employees report to work every day as scheduled. It is unacceptable to be late

for work. For example, if an employee's start time is 8:00 a.m., that employee should be at their work location and ready to work at 8:00 a.m. Unsatisfactory attendance, including tardiness and leaving work early, may result in disciplinary action up to and including termination.

If an employee must be absent or late for any reason, other than approved time off, the employee must notify their immediate supervisor at least thirty (30) minutes prior to the start of their shift. An employee unable to make contact with their supervisor must notify another superior within their department or Human Resources, within one-hour, unless the employee is incapable of doing so due to extreme circumstances.

3.12 Supplemental Employment

The potential for conflicts of interest is lessened when individuals employed by the City regard the City as their primary employment responsibility. All outside employment is to be reported to the employee's immediate supervisor. If a potential conflict exists based on this policy or other considerations, the supervisor will consult with the City Administrator.

Any City employee accepting outside employment that the City Administrator determines to be in conflict with the employee's City job will be required to resign from the outside employment or may be subject to discipline, up to and including termination.

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

- Outside employment must not interfere with a full-time employee's availability during the City's regular hours of operation or with a part-time employee's regular work schedule.
- Outside employment must not interfere with the employee's ability to fulfill the essential requirements of their position.
- The employee must not use City equipment or resources in the course of the outside employment.
- The employee must not violate any City personnel policies as a result of outside employment.
- The employee must not receive compensation from another individual or employer for services performed during hours for which they are also being compensated by the City. Work performed for others while on approved vacation or compensatory time is not a violation of policy unless it creates the appearance of a conflict of interest.
- No employee will work for another employer, or for their own business, while using paid ESSTe from the City for those same hours.
- Employees may be required to sign an agreement to prohibit outside employment activities within Ramsey.

- Departments may establish more specific policies as appropriate, subject to the approval of the City Administrator.

Commented [CL4]: This covers the removal of text found under 3.12 Supplemental Employment.

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

3.13 Performance Evaluations

Performance evaluations are used to assess employee performance in terms of specific job requirements, provide measures for setting up training and development programs, and open channels of communication. A formal performance evaluation may be complete on the anniversary date of an employee's current position, or in January if determined by the Department Head and the Administrative Services Director. Human ResourcesIf a formal performance evaluation is completed, it will be reviewed with the employee.

For Department Heads, the City Administrator will make note of any City Council feedback regarding Department Head performance and summarize the Council's comments when preparing the performance evaluation. The City Administrator will review this evaluation with the Department Head. The Department Head will have the opportunity to discuss the evaluation with the City Council at a closed City Council meeting if they choose.

The City will consider each employee's performance evaluation when considering salary increases or potential promotional opportunities. Generally, an employee who receives an overall rating of "Needs Improvement" or "Poor" (or equivalent) will not be eligible for promotions or salary increases, except for any cost-of-living adjustment made by the City. Further, an employee who receives an overall rating of "Needs Improvement" or "Poor" (or equivalent) must follow a performance improvement plan to reach an acceptable performance level. If performance is not improved as outlined in the plan, disciplinary action may be taken, up to and including termination. Conducting performance evaluations or their outcomes does not alter the at-will nature of employment.

3.14 Resignations

As at-will employees, all City employees may resign at any time and for any reason. To be considered "in good standing" at the time of resignation, an employee must submit a written resignation to their Department Head at least 14 days prior to the effective date of resignation. Department Heads wishing to resign "in good standing" should give the City as much advance notice as possible, but must provide at least 30 days' notice.

Employees providing three (3) or more months' advance notice of resignation shall receive an additional 10% percent added to their eligible sick leave severance.

Failure to comply with this 14-day or 30-day notice requirement may result in denial of future employment opportunities with the City and denial of termination benefits.

Time-off requests shall not be approved during the period leading up to an employee's retirement or separation from employment. However, pre-approved time off will be honored. Vacation hours may not be used to extend an employee's actual termination date.

At the City Administrator's discretion, separation may occur immediately; while the separation would remain in good standing.

An unauthorized absence from work for a period of three (3) working days may be considered as a resignation "not in good standing" and without benefits.

Upon separation from the City, if an employee has not used their Floating Holiday, it will be forfeited.

3.15 Lay-offs

With a minimum of two (2) weeks' notice to the employee, the City Administrator may lay off any employee when such action is necessary due to shortage of work or funds, the elimination of a position, or organizational changes.

SECTION 4 BENEFITS

4.1 Group Insurance

To be eligible for group health, dental, or life insurance benefits with the City, employees must be regular employees scheduled to work at least 30 hours per week. The City provides a contribution toward health insurance, single dental insurance and basic life insurance for full-time employees, as approved annually by the City Council. Members of the City Council are eligible for group health insurance in the City's group health insurance plan without affecting their total compensation from the City.

The City will also continue to provide basic life insurance for employees participating in PERA's Phased Retirement program, as permitted by the insurance carrier. Employees wishing to remain on the City benefits, as permitted by the insurance carrier, may do so at their own cost based on the Minnesota Statute 471.61: "A unit of local government must allow a former employee and the employee's dependents to continue to participate indefinitely in the employer-sponsored hospital, medical, and dental insurance group that the employee participated in immediately before retirement, under the conditions set by state law".

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

4.2 Long Term Disability ("LTD")

Mandatory LTD: Long-term disability is a mandatory, employee-paid benefit, provided to sworn police personnel and other full-time, non-union employees.

Voluntary LTD: Long-term disability is available to other employee groups as a voluntary employee-paid benefit.

Terms of Coverage: The terms of long-term disability coverage, including the benefit calculation formula and the waiting period before eligibility, are established by the City.

4.3 Public Employment Retirement Association ("PERA")

Almost all City employees in the State of Minnesota are covered by a public pension system known as PERA, to which both the City and employees contribute. For specific information on annual contribution rates, employees should contact Human Resources. Vesting time varies depending on membership eligibility date, and the pension is portable among public employers

throughout the state. Being vested allows employees to qualify for benefits at the minimum allowable age.

Both the City and the employee typically contribute a percentage of the employee's eligible gross salary to PERA. However, Minnesota law provides that some income received by an employee are not eligible for PERA contributions. For specific questions on contributions, employees should contact Human Resources.

The City offers PERA's Phased Retirement Option on a case-by-case basis, subject to approval by the Administrative Services Director, Department Head, and the City Administrator, if it aligns with the City's strategic goals. This agreement can be terminated at any time. Employees interested in this option should contact Human Resources for more information.

4.4 Employee Savings Plans

All employees eligible to enroll in PERA are also eligible to place a portion of their earnings in a 457 savings plans; pre-tax and/or post tax programs. For information. contact Human Resources on annual contribution limits and other specific details about these plans, please contact Human Resources.

4.5 Health Savings Account

Employees must be enrolled in one of the City's qualified high-deductible health plans (HDHP) to contribute to a Health Savings Account (HSA). Both employees and the City may contribute to the HSA. An HSA is a tax-exempt savings account used to accumulate funds for eligible health care expenses. These funds may be used to pay for health care expenses as they occur, contingent upon available funds, or saved for future use. For additional details, employees should contact Human Resources.

4.6 Retiree Benefits

Minnesota law provides for continuation of health and dental coverage to certain former employees who are receiving a disability benefit or annuity from PERA, or who have met the age and service requirements for PERA. Unless otherwise required by federal or state law, former employees are responsible for paying the full premium. Failure to pay the premium will result in termination of coverage. Employees should contact Human Resources for additional details.

4.7 COBRA

Employees participating in the City's group health insurance plan who terminate employment or experience another qualifying event that triggers their legal entitlement to insurance continuation will receive a notice of their right to elect continued insurance coverage consistent with state and federal law, including but not limited to the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") (as amended). The notice will be provided as required by law, and employees must follow the procedures outlined, including but not limited to paying the full premium for the continuation coverage. Employees should contact Human Resources for additional details.

4.8 Non-Union Post-Employment Healthcare Savings Plan

The PEHCSP is an employer-sponsored program that allows employees to invest in a tax-preferred medical savings account while employed by a Minnesota public employer.

All non-union employees hired after January 1, 1984, will participate in the post-employment healthcare savings plan, contributing as follows:

NON-UNION EMPLOYEES - PERA COORDINATED MEMBERS

- **GROSS WAGES:** Contribute 2% after 5 years of service and beyond.
- **SICK LEAVE CONVERSION:** At the end of the calendar year, contribute all hours greater than 960 at a conversion rate of 2 to 1).
- **VACATION:** Upon separation of employment, contribute unused accrued vacation time as follows:
  - 50% after 5 years of service through 10 years of service
  - 75% with 11 years of service through 15 years of service
  - 100% after 16 years of service and greater
- **SICK LEAVE SEVERANCE:** Upon separation of employment, contribute 100% of unused eligible accrued sick leave.

NON-UNION EMPLOYEES - PERA POLICE & FIRE MEMBERS

- **GROSS WAGES:** Contribute 1% for all employees until 5 years prior to normal retirement age (55), at which time ongoing contributions increase to 4%.
- **SICK LEAVE CONVERSION:** At the end of the calendar year, contribute all hours greater than 960 at a conversion rate of 2 to 1).
- **VACATION:** Upon separation of employment, contribute 100% of unused accrued vacation time (regardless of years of service).
- **SICK LEAVE SEVERANCE:** Upon separation of employment, contribute 100% of unused eligible accrued sick leave.

Eligible sick leave severance includes Earned Sick and Safe Tim It will be defined as a lump-sum payment upon termination of employment, contributed to the PEHCSP, based on the following percentages of the employee's unused, accumulated sick leave:

- 33% after 5 years of continuous employment

- 45% after 10years of continuous employment
- 50% after 15 years of continuous employment

To qualify for eligible sick leave severance pay, an employee must leave City employment in "good standing..

4.9 Employee Assistance Program

The City offers an Employee Assistance Program (EAP) at no cost to assist employees and their families with a variety of services, including mental health and substance abuse counseling, to child care resources. The EAP provides confidential counseling services by highly trained clinicians or may suggest other professional resources that could be beneficial to employees and their families.

SECTION 5 CLASSIFICATION AND COMPENSATION

5.1 General

Employees of the City shall be compensated according to the schedule established by the City Council. Any wage, salary, or other monetary benefit so established is the total remuneration for employment, which may be allowed for the conduct of official business. Unless approved by the City Administrator, no employee shall receive pay from the City in addition to the salary authorized for the position or positions to which the employee has been appointed. No employee will be permitted to work overtime without the prior approval of their Department Head.

Non-exempt employees who work for a period less than the regularly scheduled workweek will earn wages based on the actual number of hours worked. Regular part-time employees are eligible to earn vacation and sick leave in proportion to that earned by regular full-time employees based on the number of hours worked. Holidays are earned in proportion to those earned by regular full-time employees and are based on the number of hours worked during any given pay period in which the holiday is paid. Vacation, sick leave, and holidays count toward total budgeted work hours for the year. Temporary employees are not eligible for vacation, sick leave, holiday pay, or health or life insurance, unless otherwise required by federal and state laws.

Employees shall be paid biweekly via mandatory direct deposit. When a payday falls on a holiday, employees shall receive their pay on the preceding work day.

5.2 Classification Plan / Position Descriptions

The City will establish and maintain a position classification plan for all positions in accordance with federal and state laws. The Administrative Services Director, under the direction of the City Administrator, and in conjunction with Department Heads, shall be responsible for establishing, periodically revising, and maintaining current position descriptions. The position description shall include the position title, department, supervisor's title, FLSA status (exempt or non-exempt), essential duties, examples of performance criteria/responsibilities, and minimum qualification requirements which distinguish a given position from other positions. The position description shall describe the typical types of work which may be assigned to a particular position but shall not be construed to restrict the assignment of other duties related to the position. Supervisors may direct their subordinates to perform tasks not expressly identified in the position description, as they see fit.

Purpose
The classification plan/position description is to:

- Establish reasonable compensation relationships between job classifications.

- Establish qualification standards for recruitment and testing purposes.
- Provide the appointing authority with means for analyzing work distribution, areas of responsibility, lines of authority, and other relationships between positions.
- Assist the appointing authority in determining budget requirements.
- Provide the basis for developing standards of work performance.
- Indicate training needs.
- Provide uniform titles to positions.

Class
A class shall be comprised of one or more positions that are substantially similar with respect to the type, difficulty, and responsibility of work performed.

Administration of the Classification Plan / Position Descriptions
The classification plan shall be established and maintained through recommendation of the Department Head and the Administrative Services Director to the City Administrator. The City Administrator may establish a new class, create a new position within a class or reclassify a position upon approval by the City Council.

When a new position is proposed by a Department Head or the Administrative Services Director, a request for the position, along with a description of the duties and responsibilities of the position shall be submitted to the City Administrator. The position shall be analyzed and evaluated based on the duties and responsibilities, without regard to the personal characteristics, abilities, or qualifications of the incumbent. The final approval of the classification shall be by the City Council.

5.3 Reclassification

When the duties and responsibilities of a position change, the Department Head may initiate a request for a change in classification. This request must be submitted in writing to the Administrative Services Director, accompanied by a proposed updated position description prepared by the Department Head. The Administrative Services Director shall submit the request to the City Administrator for review and approval or denial, at his or her discretion. If the City Administrator denies a request for reclassification, no similar request may be submitted for one year. The Administrative Services Director, acting under the direction of the City Administrator, may also review the classification of existing positions from time to time, regardless of whether a Department Head proposed reclassification within the preceding year.

Factors that could lead to conducting an analysis of existing positions include, but are not limited to, the following:

- Change in the existing organizational or reporting relationship.
- Significant additions, reductions, or changes in the essential functions for which the position is accountable, which affect the level of skill, knowledge, responsibility, or working conditions of the position.
- Change in the supervisory functions assigned to the position.

- Change in the qualifications required of the position.

5.4 Compensation Plan

The entire compensation plan shall be reviewed simultaneously with renewal of the City's labor agreements. The City Administrator will present suggested changes to the City Council as part of the annual budget process. Contingent upon the provisions of the Public Employment Labor Relations Act, the City Administrator may modify any or all of the pay ranges or grades as set forth in the plan at any time, at their discretion, subject to approval by the City Council. The City Administrator may also set effective dates for the pay plan. All pay ranges shall be construed as policy declarations and not binding, permanent contractual obligations between the City and its employees. Any amendment to the pay plan shall be based on changes in the responsibility or the duties of the position, recruiting experience, rates of pay and benefits in the public and private sectors, the City's financial status, general economic conditions, federal or state law (including the Minnesota Pay Equity law), or other pertinent factors warranting such action.

In addition, from time to time, the position and pay classification plan may be amended by City Council resolution upon receipt of a recommendation from the City Administrator. In making such recommendations, the City Administrator shall consider the following factors:

- Maintenance of equitable relationship between classes, based on their relative duties and responsibilities.
- Indicators from the appropriate labor market for comparable work under similar conditions.
- Current recruitment and retention experience.
- Comparable worth for all positions within the organization.
- Ability of the City of Ramsey to fund the position.

Content of Pay Plan
The pay plan presented to the City Council for its consideration shall consist of the minimum and maximum rate of pay for each position in the organization. Each position shall be assigned to a pay class, and all positions in the pay class shall be compensated according to the established pay range. A pay range will be assigned to each class according to the responsibilities of the position, the duties and pay for other positions, prevailing rates of pay for comparable positions in public and private employment in the area, fringe benefits received by employees, the financial policy of the City, federal and state statutes, and other pertinent economic factors.

Pay Plan Administration
The City Administrator shall be responsible for administering the Pay Plan according to this section.

Beginning Salary Rate
The beginning rate for a new employee will be the minimum rate in the established class for their position classification. The employer, at its sole discretion, may approve a pay rate above the minimum rate to:

- Mitigate recruiting obstacles.
- Hire a person with superior qualifications.
- Correct salary inequities.
- Give credit for prior service.

Method of Progression
After appointment or promotion and pending satisfactory performance, an employee shall be eligible for advancement through their respective salary range as specified in the collective bargaining agreement or as authorized by the City Council.

Market Adjustment Pay
Occasionally positions within the City may fall behind in pay with regard to the market value. Contingent upon the provisions of the Public Employment Labor Relations Act and Pay Equity compliance, when this becomes apparent, the Administrative Services Director may, in their sole discretion, make a recommendation for the appropriate salary adjustment to the City Administrator. Upon approval by the City Administrator, the employee in said position will receive a salary range adjustment. The employee will retain their original anniversary date for the purposes of step increases and performance evaluations. Any increases that result in more than a five percent increase shall be submitted to the City Council for approval or denial.

Extra Duty Pay / Interim Pay
The City Administrator shall have the authority to grant short-term extra duty pay. Any extra duties that qualify for extra duty pay would be responsibilities that fall well outside of the respective employee's job description and would have a defined end date, but would not exceed six months. Typically, extra duty pay would be tied to a special project or event. At the City's discretion, extra duty pay may be paid via a payroll stipend. Interim pay would include, for example, filling in for a vacancy, FMLA or leave absence. Interim pay shall not exceed 10% over the current base salary. The City Administrator's approval of extra duty pay or interim pay is subject to available funding within the budget.

Overtime Compensation for Exempt Employees who also Work in a Non-Exempt Position Within the City
Federal law allows exempt City employees working two or more positions with the City to agree, in advance, to receive overtime compensation for the secondary position if it is non-exempt, subject to certain restrictions and limitations. Exempt employees holding two or more positions within the City, at least one of which is non-exempt, should consult with Human Resources regarding the possibility of overtime. No overtime will be paid pursuant to this provision without prior written approval from Human Resources.

Overtime pursuant to this section will be paid for hours worked in a secondary position only if the employee worked at least 40 hours at the primary position during the normal workweek. Sick and vacation leave, holidays, and compensatory time off count as time worked as per the Personnel Policy.

5.5 Payroll Deductions

Certain deductions from earnings, such as federal and state income taxes and social security taxes, are required by law. These deductions will be identified on the direct deposit vouchers. The amount of these required deductions may change since they are affected by changes in the amount earned, and in the case of income tax, by changes in the number of dependents claimed. Monies earned during a two (2)-week pay period cannot be divided into two payroll checks. Employees should contact Human Resources with any specific questions.

5.6 Meal Periods and Breaks

When working under conditions where a break period is practicable, all hourly employees are entitled to two (2) 15-minute breaks with pay per eight (8)-hour shift at times designated by the supervisor. Most employees also receive a thirty (30)-minute unpaid meal period during each eight-hour work day. Employees working greater than four hours but less than eight hours are entitled to one (1) 20-minute break.

5.7 Overtime Compensation / Compensatory Time Off

Non-exempt, non-union employees will be paid overtime compensation for all hours worked in excess of forty (40) hours per workweek at a rate of one and one-half times the regular rate of pay. Paid holidays, vacation leave, compensatory time off, and sick leave are considered time worked for the purposes of calculating overtime hours. No employee will be permitted to work overtime without the prior approval of the applicable Department Head.

Overtime pay will not be paid for time not worked. Exempt employees, as defined by the Fair Labor Standards Act, are not entitled to overtime pay, except as described in Section 5.4**,** pertaining to exempt employees who also work in a non-exempt position within the City.

Non-exempt, non-union employees will be allowed to take compensatory time off in lieu of receiving over time compensation. Compensatory time off is computed at a rate of one and one-half times the hours worked in excess of the forty (40)-hour work week. Accrued compensatory time off shall not exceed 120 hours at any time. Once an employee has accrued 120 hours of compensatory time off, compensation for additional hours worked must be paid in cash rather than accrued as compensatory time off.

The City reserves the right to payout any compensatory time off hours in excess of 80 hours, as it deems necessary.

The City allows employees to cash out up to a maximum 40 hours of compensatory time off annually, to be paid out up to twice annually: January 1 through January 15, and November 1 through November 15 of each year, totaling a maximum payout of 40 hours of compensatory time off. Note: upon terminating employment with the City, all compensatory time off will be paid out at 100% of the accrued balance.

For the purposes of calculating overtime, an employee using paid holidays, vacation leave, sick leave, or compensatory time off is considered to be working.

Accrued compensatory time off may be used with prior approval from the employee's Department Head or the Department Head's designee. Upon an employee's separation from the City, accrued and unused compensatory time off will be paid out at the then-current hourly rate of pay.

For the purposes of computing overtime compensation and compensatory time, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

5.8 Severance Pay

Severance pay, based on eligible unused ESST~~sick leave~~, is available to employees who have at least five (5) years of regular service with the City and resign "in good standing". If the employee is terminated because of malfeasance in office, gross misconduct, conviction of a felony, or conviction for an illegal act involving personal gain to the employee, the employer shall have no obligation to pay the aforementioned severance pay.

Eligible ESST~~sick leave includes combined total of both traditional sick leave and earned sick and safe time,~~ is based on the percentages shown below:

Years of Continuous Employment	Percentage of Unused Accumulated Sick Leave Payable	Additional 10% With 3-Month Notice of Resignation
5 years	33%	43%
10 years	45%	55%
15 years	50%	60%

Eligible severance pay will be processed per the applicable PEHCSP agreement.

After five (5) years of continuous employment, EMPLOYEES who submit a letter of resignation at least three (3) months (90 calendar days) in advance of their last day worked, shall receive an additional ten percent (10%) added to the applicable years of service tier, to be deposited into the employee's; Health Care Savings Plan

Receipt of severance pay terminates all seniority rights and ends all City of Ramsey liability with regard to other benefits, except as otherwise provided by law and any applicable collective bargaining agreement.

SECTION 6 LEAVE

Commented [NL5]: Add language showing what type of leave will accrue vacation and sick time – this was stated here before I edited.

6.1 Vacation Leave

The City of Ramsey provides eligible employee vacation benefits to promote rest and relaxation away from work. Requests for scheduled vacation should be made to the Supervisor/Department Head by January 31 of each year. When considering whether to grant conflicting vacation requests submitted during January of each year, seniority by department will prevail; thereafter, vacation leave shall be initiated on forms submitted to the Department Head or the Department Head's designee at least two weeks prior to the requested vacation time off. Exceptions to this policy are granted on a limited basis. To assure efficient functioning of the City, it is necessary to limit the number of employees on vacation at the same time.

An employee's banked vacation leave must be within two times the yearly accrual by December 31, unless approved by the City Administrator. Once an employee has banked the maximum amount of vacation hours allowed, all additional hours accrued are forfeited. Employees are responsible for monitoring their own balances. Additional pay in lieu of vacation is not permitted.

For the purposes of accumulating additional vacation leave, an employee using earned vacation leave, sick leave, compensatory time off, or paid holidays is considered to be working.

At the discretion of the Department Head or the Department Heads designee, an employee may use accrued vacation leave during the probationary period. Vacation leave may be taken no sooner than the next pay period after it is earned. Vacation hours may not be used to extend an employee's actual termination date.

An employee who separates from the City "in good standing" after one-year of employment shall be compensated for vacation accrued and unused through the last date of employment. If applicable the compensation will be submitted to the non-union post-employment healthcare savings plan. Separation/vacation payouts are only available to employees after one year of service.

Commented [CL6]: This one-year language was not negotiated with the unions and would be awkward to administer.

Commented [CL7]: This is new.

New employees will begin employment with a vacation balance of five days, followed by vacation accruals based on one of the following vacation accrual schedules. However, at the discretion of City Administrator, a one-time vacation credit may be negotiated in order to:

- Mitigate recruiting obstacles.
- Hire a person with superior qualifications.
- Give credit for prior service.

The bi-weekly accrual rate will not be accelerated due to any upfront vacation credits.

VACATION ACCURAL SCHDULES:

Full-Time, Non-Union Vacation Accrual Schedule		
Years of Service (YOS)	**Bi-weekly Accrual Rate**	**Vacation Days/Year**
First Year	Advanced 5 of 10 days 1.54 hours/pay period	10 days
2nd through 5th YOS	3.08 hours/pay period	10 days
6th through 10th YOS	4.62 hours/pay period	15 days
11th through 15th YOS	6.15 hours/pay period	20 days
16th YOS	6.46 hours/pay period	21 days
17th YOS	6.77 hours/pay period	22 days
18th YOS	7.08 hours/pay period	23 days
19th YOS	7.38 hours/pay period	24 days
20th YOS	7.69 hours/pay period	25 days

Full-Time, Exempt /Management Vacation Accrual Schedule		
Effective Date	**Bi-weekly Accrual Rate**	**Vacation Days/Year**
First Year	Advanced 5 of 15 days 3.08 hours/pay period	15 days
2nd through 5th YOS	4.62 hours/pay period	15 days
6th YOS	5.54 hours/pay period	18 days
8th YOS	5.85 hours/pay period	19 days
10th YOS	6.15 hours/pay period	20 days
12th YOS	6.46 hours/pay period	21 days
16th YOS	6.77 hours/pay period	22 days
17th YOS	7.08 hours/pay period	23 days
18th YOS	7.38 hours/pay period	24 days
19th YOS	7.69 hours/pay period	25 days

Department Head Vacation Accrual Schedule		
Effective Date	**Bi-weekly Accrual Rate**	**Vacation Days/Year**
First Year	Advanced 5 of 15 days 3.08 hours/pay period	15 days
2nd through 5th YOS	4.62 hours/pay period	15 days
6th YOS	5.54 hours/pay period	18 days
7th YOS	6.15 hours/pay period	20 days
12th YOS	6.46 hours/pay period	21 days
16th YOS	6.77 hours/pay period	22 days
17th YOS	7.08 hours/pay period	23 days
18th YOS	7.38 hours/pay period	24 days
19th YOS	7.69 hours/pay period	25 days

Regular part-time employees are eligible to earn vacation leave in proportion to that earned by regular full-time employees based on the number of hours worked. Vacation leave will count toward total budgeted work hours for the year.

6.2 Earned Sick and Safe Time (ESST)

Effective January 1, 2025, all accrued and accumulated ESST leave shall be designated as Earned Sick and Safe Time (ESST), under Minnesota Statutes §§ 181.9445-181.9448, as amended and shall be administered in accordance with the ESST statutes.

Every probationary, regular, and part-time EMPLOYEE is entitled to ESST leave with pay. For full-time employee's ESST time shall accrue at the rate of eight (8) hours for each calendar month of full-time service or major fraction thereof. Part-time employees shall accrue ESST leave on a pro-rata basis, but no less than one (1) hour for every thirty (30) hours worked. ESST leave may be accumulated to a maximum of 960 hours and may be granted in units of not less than 15 minutes ~~2 hours~~. Unused ESST leave in excess of 960 hours at the end of a calendar year (January 1st) shall be converted to the post-employment healthcare savings plan at a rate of one hour for each two hours of ESST leave in excess of 960 hours.

ESST leave may be granted by the EMPLOYEE'S Department Head when the EMPLOYEE has communicated the request to the supervisor, and is unable to perform work duties due to reasons listed under Minnesota Statute §§ 181.9447, as amended.

To be eligible for ESST leave with pay, an EMPLOYEE shall:

1) report as soon as possible to the employee's immediate supervisor the need to utilize ESST leave; and

2) keep the EMPLOYEE'S immediate supervisor informed of such EMPLOYEE'S ability to return to work.

Using or claiming ESST leave for a purpose not authorized Minnesota Statute §§ 181.9447, as amended shall be cause for disciplinary action.

For the purpose of accumulating additional ESST leave, an EMPLOYEE using earned vacation leave, ESST, compensatory time off or paid holidays is considered to be working.

Upon EMPLOYEE'S termination of employment with the EMPLOYER, thirty-three percent (33%) of the EMPLOYEE'S unused ESST balance shall be deposited into the EMPLOYEE'S Health Care Savings Plan after five (5) years of continuous employment. Severance pay shall not be available in any sum to an EMPLOYEE if that EMPLOYEE is discharged for just cause; severance pay shall not be paid if an EMPLOYEE voluntarily terminates his or her employment prior to five (5) years of continuous employment service; or the EMPLOYEE voluntarily terminates his or her employment without giving the EMPLOYER fourteen (14) days written notice. After ten (10) years of continuous employment service, the EMPLOYEE will receive forty-five percent (45%) of said EMPLOYEE'S unused, accumulated ESST leave. After fifteen (15) years of continuous employment service, the EMPLOYEE will receive fifty percent (50%) of unused, accumulated ESST leave.

After five (5) years of continuous employment, EMPLOYEES who submit a letter of resignation at least three (3) months (90 calendar days) in advance of their last day worked, shall receive an additional ten percent (10%) added to the applicable years of service tier.

EMPLOYEES are allowed funeral leave up to 24 hours twice annually per occurrence (a maximum of 48 hours annually) for a death in the immediate family. Immediate family for this section is defined as spouse, parent, step-parent, children, step-children, brother, sister, grandparents, grandchildren or a like member of Employee's spouse's family.

That time is not chargeable against any accrued vacation, sick or compensatory time. Hours must be taken within 5 (five) calendar days from start to finish per occurrence.

Additional funeral leave, in order to make arrangements for or attend funeral services or a memorial, or address financial or legal matters that arise after the death of a family member may be taken from EMPLOYEES earned sick and safe time accrual as available and as defined under Minnesota Statute §§ 181.9445, as amended. This leave shall be deducted from EMPLOYEES the earned sick and safe accrual.

If the need for funeral leave does not meet either the EMPLOYERS funeral leave policy or state statute for earned sick and safe time, EMPLOYEES may request vacation or compensatory time off as the EMPLOYEE may choose and have available.

All references to the post-employment healthcare savings plan are contingent upon the plan design in place at the time of dispursment.

6.3 Holidays

The City of Ramsey recognizes thirteen (13) holidays for non-union employees. Regular employees are eligible for holiday pay, provided they work the day preceding and the day following the holiday (unless the days off were previously approved by the supervisor). Regular employees scheduled to work the holiday will receive another day off with pay.

Paid holidays include:

1.	New Year's Day	January 1st
2.	Martin L King Day	3rd Monday in January
3.	President's Day	3rd Monday in February
4.	Memorial Day	Last Monday in May
5.	Juneteenth	June 19th
6.	Independence Day	July 4th
7.	Labor Day	1st Monday in September
8.	Veteran's Day	November 11th
9.	Thanksgiving Day	4th Thursday in November
10.	Friday after Thanksgiving Day	(Non-union, AFSCME and LELS Captains only)
11.	Christmas Eve	December 24th
12.	Christmas Day	December 25th
13.	*Eight Hour Floating Holiday	To be used Jan. 1 to Dec. 31

All employees in full-time regular positions are entitled to time off with full pay on designated holidays. The City shall be closed for business on these holidays, though employees may be required to work due to the nature of their duties or other conditions.

Regular part-time employees are eligible for paid holidays in proportion of what full-time employees earn, based on the hours worked during the pay period in which the holiday occurs. If a holiday falls on a non-scheduled workday for a part-time employee, the employee must take the paid holiday within the same period.

Employees may be required to work on paid holidays when the nature of their duties or other conditions. Non-exempt, non-union employees required to work on a holiday shall receive their full pay for the holiday, as well as a minimum of two hours pay at a rate of 1.5 times the employee's base hourly pay rate for the time worked on such holiday. All holidays specified will be paid in dollars or as earned compensatory time off.

Duty Crew Firefighters assigned to the Duty Crew schedule on a holiday shall be paid at time and a half for holiday hours worked.

When New Year's Day, Juneteenth, Independence Day, Veterans Day, or Christmas Day falls on a Sunday, the following Monday is observed as the holiday. If these days fall on a Saturday, the preceding Friday will be observed as the paid holiday. When Christmas Eve falls on Sunday, the preceding Friday is observed as the holiday.

Each holiday commences at the beginning of the first shift on the holiday date and continues for 24 hours. Eligible employees shall receive pay at their normal rate if they are at work or on paid leave the last regular shift before and the first shift after the holiday.

New employees hired after December 1 are not eligible for the floating holiday in the year they were hired. Floating holidays may not carry over to the next calendar year. If an employee separates from the City without using their Floating Holiday, it will be forfeited.

6.4 Family and Medical Leave

Eligibility

To qualify for FMLA leave under this policy, an employee must meet all the following conditions:

- The employee must have worked for the City for at least 12 months (or 52 weeks) prior to the start date of the leave. The 12 months or 52 weeks do not need to be consecutive; however, the City will not count any service occurring more than seven years before the employee's most recent hire date, unless the break was due to National Guard or Reserves military service obligation.
- The employee must have worked at least 1,250 hours during the 12-month period prior to the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act ("FLSA") determine the number of hours worked by an employee.

Types of Leave Covered by FMLA

Eligible employees may take leave for any of the following reasons:

- The birth of a child (including prenatal care) or for the placement of a child with the employee for adoption or foster care.
- To care for a spouse, child, or parent who has a serious health condition.
- Due to a serious health condition that makes the employee unable to perform the essential functions of the position.
- A covered military member's active duty or call to duty or to care for a covered military member under Military Caregiver and Qualified Exigency Leave (described below).

DEFINITIONS

- **"Spouse"** does not include domestic partners or common-law spouses.
- **"Caring for"** a covered family member includes psychological and physical care. It also includes acquiring care and sharing care duties. An eligible **"child,"** with some exceptions, is under 18 years of age. An eligible **"parent"** includes a biological parent or a person who stood in the place of a parent.
- **"Serious Health Condition"** means an illness, injury, impairment, physical, or mental condition that involves one of the following:
    - **Hospital Care**: Any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility.
    - **Pregnancy**: Any period of incapacity due to pregnancy, prenatal medical care or childbirth.
    - **Absence Plus Treatment:** A period of incapacity of more than three consecutive calendar days that also involves continuing treatment by or under the supervision of a health care provider.
    - **Chronic Conditions Requiring Treatments**: An incapacity from a chronic condition which requires periodic visits for treatment by a health care provider, continues over an extended period of time, and may cause episodic rather than a continuing period of incapacity.
    - **Permanent/Long-Term Conditions Requiring Supervision**
    - **Multiple Treatments:** Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider.

Length and Amount of Leave

The length of FMLA leave is not to exceed twelve (12) weeks in any twelve (12) month period. The leave year is calculated on a rolling backward basis.

How Leave May be Taken

FMLA leave may be taken for twelve (12) consecutive weeks, may be used intermittently (a day periodically when needed), or may be used to reduce the workweek or workday, resulting in a reduced-hour schedule. In all cases, the leave may not exceed a total of twelve (12) workweeks.

Intermittent leave may be taken when medically necessary for the employee's serious health condition or to care for a seriously ill family member. Intermittent leave must be documented in the medical certification form as medically necessary.

If an employee is taking intermittent leave or leave on a reduced schedule for planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as to not disrupt the City's business.

In instances when intermittent or reduced-schedule leave for the employee or employee's family member is foreseeable or is for planned medical treatment, including recovery from a serious

health condition, the City may temporarily transfer an employee to an available alternative position with equivalent pay and benefits, if the alternative position would better accommodate the intermittent or reduced schedule.

Intermittent/reduced-scheduled leave may be taken to care for a newborn or newly placed adopted or foster care child, only with the City's approval.

Procedure for Requesting Leave and Notice

All employees requesting FMLA leave must provide written or verbal notice of the need for leave to Human Resources. If the need for leave is foreseeable, the employee must give notice to their supervisor at least thirty (30) days prior to the date on which leave is to begin. If thirty (30) days' notice cannot be given, the employee is required to provide as much notice as practicable, including following required call-in procedures. Additionally, the City requires employees on FMLA leave to periodically report their status and intent to return to work.Human Resources

Certification and Documentation Requirements

For leave due to an employee's serious health condition or that of an employee's family member, the City may require the completion of a Medical Certification form by the attending physician or practitioner. The form must be submitted by the employee to Human Resources within fifteen (15) calendar days after the leave is requested. If the form is not submitted in a timely fashion, the employee must provide a reasonable explanation for the delay. Failure to provide medical certification may result in a denial or delay of the leave.

When leave is due to an employee's own serious health condition, a fitness-for-duty certification (FFD) may be required before an employee can return to work. Failure to timely provide such certification may eliminate or delay an employee's right to reinstatement under the FMLA.

If an employee is using intermittent leave and reasonable safety concerns exist regarding the employee's ability to perform their duties, a FFD certificate may be required as frequently as every thirty (30) days during periods when the employee has used intermittent leave.

Recertification of leave may be required if the employee requests an extension of the original length approved by the City or if the circumstances regarding the leave have changed. Recertification may also be required if there is a question as to the validity of the certification or if the employee is unable to return to work due to the serious health condition.

Reinstatement

Employees returning from Family and Medical Leave will be reinstated in the same position or a position equivalent in pay, benefits, and other terms and conditions of employment.

Group Health Insurance and Other Benefits, Concurrent Leave, and Substitution of Paid Leave

An employee granted leave under this policy will continue to be covered under the City's group health and dental insurance plan under the same conditions and at the same level of City contribution as would have been provided had the employee been continuously employed during the leave period. The employee will be required to continue payment of the employee portion of group insurance coverage while on leave. Arrangements for payment of the employee's portion of premiums must be made by the employee with the City.

If there are changes in the City's contribution levels while the employee is on leave, those changes will take place as if the employee were still on the job.

Rights to additional continued benefits will depend on whether leave is paid or unpaid.
Any paid disability leave benefits (Short-Term Disability or Long-Term Disability), sick leave, or compensatory time off available to employees for a covered reason (an employee's serious health condition or a covered family member's serious health condition, including worker's compensation leave and Minnesota State Parenting Leave) will run concurrently with FMLA.

Minnesota Parenting Leave and all forms of paid time off (sick leave, disability leave, workers' comp leave, vacation, and compensatory time off) run concurrently with FMLA.

Minnesota Parental leave will run concurrently with any other applicable leave, such as FMLA, STD, paid parental leave, sick leave, or accrued vacation, and that paid leave cannot be utilized to extend FMLA or parental leave beyond twelve (12) weeks.

Failure to Return to Work After FMLA

Under certain circumstances, if the employee does not return to work at the end of the FMLA leave for at least thirty (30) calendar days, the City may require the employee to repay the portion of the monthly cost paid by the City for group health plan benefits. The City may also require the employee to repay any amounts the City paid on the employee's behalf to maintain benefits other than group health plan benefits.

Activities Prohibited During FMLA

While on leave, an employee may not engage in activities (including employment) that have the same or similar requirements and essential functions of the employee's current position.

While on leave, an employee may not engage in any activity that conflicts with the best interests of the City. Such conduct will result in disciplinary action, up to and including termination of employment.

Seniority

Unless required by a contract provision, seniority does not accrue during any period of unpaid FMLA, except as allowed when the leave is covered by worker's compensation. However, seniority accrued prior to commencement of FMLA leave will not be lost.

FMLA – QUALIFIED EXIGENCY AND MILTARY CAREGIVER LEAVE

Qualified Exigency: Eligible employees (as described above) whose spouse, son, daughter, or parent has been notified of an impending call or order to covered active military duty, or who is already on covered active duty, may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service.

The qualifying exigency must be one of the following: (1) short-notice deployment; (2) military events and activities; (3) childcare and school activities; (3) financial and legal arrangements; (5) counseling; (6) rest and recuperation; (7) post-deployment activities; (8) parental care; or (9) additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

Military Caregiver Leave: An employee eligible for FMLA leave (as described above) who is the spouse, son, daughter, parent, or next of kin of a covered servicemember may take up to 26 weeks in a single 12-month period to care for that servicemember.

The family member must be a current member of the Armed Forces (including a member of the National Guard or Reserves), who has a serious injury or illness incurred in the line of duty on active duty for which they are undergoing medical treatment, recuperation, therapy, or otherwise is on outpatient status or on the temporary disability retired list. Eligible employees may not take leave under this provision to care for former members of the Armed Forces, former members of the National Guard and Reserves, or members on the permanent disability retired list.

DEFINITIONS

- A **"son or daughter of a covered servicemember**" means the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age.
- A "**parent of a covered servicemember**" means a covered servicemember's biological, adoptive, step, or foster father or mother, or any other individual who stood in loco parentis to the covered servicemember. This term does not include parents "in law."
- The "**next of kin of a covered servicemember**" is the nearest blood relative, other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as their nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin and may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin.
- **"Covered active duty"** means:

- "Covered active duty" for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country.
- "Covered active duty" for members of the reserve components of the Armed Forces (members of the U.S. National Guard and Reserves) means duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation as defined in section 101(a)(13)(B) of Title 10 of the United States Code.

- **"Covered servicemember"** means:
  - An Armed Forces member (including the National Guard or Reserves) undergoing medical treatment, recuperation, or therapy, or otherwise in outpatient status or on the temporary disability retired list, for a serious injury or illness; or
  - A veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.
- **"Serious injury or illness"** means:
  - In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and
  - In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered servicemember, means a qualifying (as defined by the Secretary of Labor) injury or illness incurred by a covered servicemember in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank, or rating.

Amount of Leave: Qualified Exigency
An eligible employee can take up to 12 weeks of leave for a qualified exigency.

Amount of Leave: Military Caregiver
An eligible employee taking military caregiver leave is entitled to 26 workweeks of leave during a "single 12-month period." The "single 12-month period" begins on the first day the eligible employee takes FMLA leave to care for a covered servicemember and ends 12 months after that date.

Leave taken for any FMLA reason counts towards the 26-week entitlement. If an employee does not take all 26 workweeks of leave to care for a covered servicemember during this "single 12-month period," the remaining part of the 26 workweeks of leave entitlement to care for the covered servicemember is forfeited. 29 C.F.R. § 825.127(e)(1) (2017).

Certification of Qualifying Exigency for Military Family Leave

The City will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification of Qualifying Exigency for Military Family Leave.

Certification for Serious Injury or Illness of Covered Servicemember for Military Family Leave
The City will require certification for the serious injury or illness of the covered servicemember. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification for Serious Injury or Illness of Covered Servicemember.

All other provisions of the FMLA policy, including Use of Paid Leave, Employee Status and Benefits During Leave, Procedure for Requesting Leave, and Benefits During Leave and Reinstatement, are outlined above in the FMLA policy.

Questions should be directed to Human Resources.

Human ResourcesHuman ResourcesHuman Resources6.5 Extended Medical Leave

When medically necessary and upon receipt of a medical certificate from an employee's treating physician, the City Administrator may, at their sole discretion, approve a request for an unpaid medical leave extension of up to three months due to the employee's serious medical condition or to care for a spouse, parent, or child who has suffered a serious medical condition.

Before using unpaid leave under this section, the employee must exhaust all paid leave.

While on an extended medical leave, City benefits will administered through COBRA and will be offered at employees' cost.

Vacation, sick, and paid holiday leave will not be earned during a period of unpaid extended medical leave. Use of approved extended medical leave will constitute a break in service for purposes of computing years of service. The City of Ramsey does not guarantee job restoration after a period of extended medical leave.

The City requires a medical certificate attesting to the employee's fitness for duty prior to the employee being allowed to return to work. The fitness for duty report must be based on the particular health condition(s) for which the leave was approved and must address whether the employee can perform the essential functions of the job. The Human ResourcesAdministrative Services Director may consult with a physician or other expert to determine reasonable accommodations for any employee who is a "qualified disabled" employee under the Americans

with Disabilities Act. If a fitness-for-duty certification is required, the City may deny reinstatement until it is provided.

6.6 Bone Marrow Donation Leave

State law provides for paid leaves of absence for employees who works an average of at least 20 hours per week and with to undergo a medical procedure to donate bone marrow. The length of the leave shall not exceed 40 work hours unless otherwise agreed to by the City. Bone Marrow Leave is not chargeable against accrued vacation, sick leave, or compensatory time off. The City may require certification from the treating physician regarding the purpose and duration of the leave requested by the employee.

6.7 Temporary Light Duty

Consistent with public service needs, the City may assign light duty to employees who are temporarily unable to fully perform all work duties. The City reserves the sole right to determine, on a case-by-case basis, whether light duty will be assigned and, if assigned, what duties the employee will be expected to perform. The duration of the assignment cannot exceed four weeks without the City Administrator's approval. The City does not guarantee that any light duty will be available and is under no obligation to create a new position to accommodate any employee's inability to perform the essential functions of their job. Police Department and Fire Department employees are not eligible for light duty assignments unless approved by the Department Head and the Administrative Services Director.

The procedure for applying for a light duty assignment is as follows:

- When an employee is unable to fully perform all assigned work duties, the employee may request light duty by submitting a written request to the Administrative Services Director. This request must be accompanied by the treating physician's medical certification indicating diagnosis, current treatment, and the extent and duration of any work restrictions.
- The City may require an independent evaluation conducted by a physician selected by the City to verify the diagnosis, current treatment, work restrictions, and expected length of disability.
- Decisions regarding light duty assignments will be made on a department-by-department, case-by-case basis. The Administrative Services Director, in consultation with the Department Head, will consider such factors as public service needs, budgetary consideration, the need for work that can be assigned as light duty, the employee's capability of performing the work, the number of employees unavailable for work due to injury or illness, and other relevant factors. The City does not guarantee the availability of light duty and is under no obligation to create a new position to accommodate an employee's inability to perform the essential functions of their job.
- The City will determine the duties the employee will perform during light duty. These may tasks from the employee's current job classification or any other duties the City

deems appropriate. The duration of light duty will be determined at the sole discretion of the City and will not exceed four weeks without the City Administrator's approval.

If the treating physician requires a continuation of light duty beyond four weeks, the employee must submit updated documentation from the treating physician for review by the Administrative Services Director. Final approval or denial for an extension will be made by the City Administrator.

The City reserves the sole right to terminate a light duty assignment at any time based upon, but not limited to, the factors set forth in section **C** above.

6.8 Military Leave

State and federal laws regulate military leave for employees who are called to military service, whether in the Reserves or full-time service. Leave from employment to participate in military duty is addressed in federal law in the Uniformed Services Employment & Reemployment Rights Act (USERRA). Public employees in Minnesota engaged in military service have additional benefits under Minnesota statutes. Every City employee, whether in the Reserves or full-time service, will be afforded the benefits wo which they are entitled to under federal and state law. Employees should contact Human Resources for additional details.

6.9 Pregnancy and Parenting Leave

All employees are entitled to take an unpaid leave of absence under the Pregnancy and Parenting Leave Act of Minnesota. Female employees may take leave for prenatal care or incapacity due to pregnancy, childbirth, or related health conditions. Additionally, biological or adoptive parents may take leave in conjunction with the birth or adoption of a child. Eligible employees are entitled to up to 12 weeks of unpaid leave, which must begin within 12 months of the birth or adoption of the child. If the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.

Employees should provide reasonable notice, which is at least 30 days. If the leave must be taken in less than 30 days, the employee should provide as much notice as practicable.

Employees are required to use accrued leave (i.e., sick leave, vacation leave) during Parenting Leave. If the employee has any FMLA eligibility remaining at the time this leave begins, the leave will also count as FMLA leave, and the two leaves will run concurrently. The employee is entitled to return to work in the same position and at the same rate of pay they received before commencing the leave.

Group insurance coverage will remain available while the employee is on leave under the Pregnancy and Parenting Leave Act; however, the employee will be responsible for the full premium unless otherwise provided in this policy (i.e., if the leave also qualifies under FMLA).

For employees on an FMLA absence, the employer contributions toward insurance benefits will continue during the FMLA leave period.

6.10 School Conference and Activities Leave

Employees may take up to 16 hours of unpaid leave during any 12-month period to attend school conferences or classroom activities related to their child (under 18 or under 20 and still attending secondary school), provided the conference or classroom activities cannot be scheduled during non-work hours. If the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide reasonable prior notice and make a reasonable effort to schedule the leave to avoid unduly disrupting City operations. Employees may choose to use vacation leave for this absence but are not required to do so.

6.11 Jury Duty or Witness Duty

Any employee who is required to serve as a juror or subpoenaed as a witness in court for job-related purposes will be granted a leave of absence with pay while serving in such a capacity. However, employees cannot receive more than their normal take-home pay when employer-paid leave supplements jury duty pay. Jury duty pay, excluding transportation reimbursements, must be remitted to the City within 30 days of receipt from the judicial agency.

If employees are excused from jury duty or serving as a witness during their regular working hours, employees are expected to return to work if practicable.

A copy of the summons shall be forwarded to Human Resources.

Commented [NL8]: Added this sentence, per Sue's request

6.12 Funeral Leave

Employees may take up to 24 hours of funeral leave per occurrence, up to twice annually (a maximum of 48 hours per calendar year), for the death of an immediate family member. Funeral leave is not chargeable against any accrued vacation leave, sick leave, or compensatory time off. All funeral leave for a particular occurrence must be taken within five (5) calendar days from start to finish.

Additional funeral leave may be taken with prior supervisor approval. Such additional leave will be deducted from the employee' sick leave (up to three consecutive days), vacation leave, or compensatory time off, depending on the employee's choice and availability.

For the purposes of this section, immediate family includes as spouse, parent, stepparent, child, step-child, brother, sister, grandparent, grandchild, an individual where the employee is a legal guardian, or a similar member of employee's spouse's family.

SECTION 7 CONDUCT

7.1 Code of Conduct

Policy of Statement
It is the policy of the City of Ramsey to maintain a respectful work environment free from violence, discrimination, and offensive or degrading remarks or conduct. Preserving a respectful environment in which to work is the shared responsibility of both management and employees. Inappropriate conduct or communication can interfere with an individual's employment or use of public services or create an intimidating, hostile, or offensive work environment. Any employee found to have acted in violation of this policy shall be subject to appropriate disciplinary action, which may include dismissal from employment.

Scope
This policy governs the conduct of all City personnel, including elected officials; union, non-union, supervisory, non-supervisory, managerial, full-time, part-time and temporary employees; and members of City boards and commissions.

DEFINITIONS OF PROHIBITED BEHAVIORS

- **Violent behavior** includes the use or threat of physical force or intimidation to cause pain, fear, or harm.
- **Discriminatory behavior** includes inappropriate remarks about or conduct related to an employee's race, color, creed, religion, national origin, disability, sex, marital status, familial status, age, sexual orientation, membership or activity in a local human rights commission, status with regard to public assistance, or other characteristics protected by state or federal anti-discrimination law.
- **Offensive behavior** may include, but is not limited to, such work-related actions as rudeness, exclusionary behavior, creating or displaying graphics depicting co-workers or customers, angry outbursts, inappropriate joking, vulgar obscenities, name-calling, disrespectful language, or the intentional filing of an unfounded complaint under this policy.

POLICIES

1. **Expected Conduct of City Employees in General**
   Employees of the City shall conduct themselves at all times, while on duty or on City premises, in a manner that reflects most favorably on the City. Conduct unbecoming a City employee includes violent behavior, discriminatory behavior, offensive behavior, harassment, and any conduct that discredits the City, reflects negatively on it, or adversely impacts the functioning of City employees, departments, or the organization as a whole.

2. **Conduct in Dealing with the Public**

While representing the City, employees shall be courteous to all members of the public. Employees shall be tactful in the performance of their duties, exercise patience, and control their tempers. They must not engage in argumentative discussions or prohibited behavior, even if provoked. Course, violent, profane, or disrespectful language or gestures. As well as prejudicial expressions concerning race, color, creed, religion, national origin, disability, sex, marital status, familial status, age, sexual orientation, membership or activity in a local human rights commission, status with regard to public assistance, other characteristic protected by state or federal anti-discrimination law, lifestyle, or other personal characteristics.

If a member of the public becomes abusive, employees should attempt to de-escalate the situation. Employees may lower their voice, ask the person to sit down, or, if necessary, refer the person to a supervisor. If the situation persists, employees may request police assistance. Employees are not required to continue conversations that include profanity or threats; in such cases, employees should inform the individual, as courteously as possible, that they are ending the interaction and will resume the conversation after the individual has calmed down.

3. **Conduct Between Employees**
   Employees shall cooperate with and treat co-workers at all levels courteously and respectfully. Employees are expected to refrain from violent, discriminatory, or offensive behaviors and to act professionally and courteously in their interactions. Inappropriate behaviors include, but are not limited to:
   - Slamming doors, pounding tables, or kicking furniture.
   - Unwanted physical contact, such as "roughhousing" (e.g., punching, pinching, or arm twisting).
   - Making threats, berating, belittling others, or refusing to speak or respond when spoken to.
   - Producing inappropriate graphics, using disparaging nicknames, or communication threats via any medium (voice, e-mail, notes, etc.).

   Employees shall refrain from making disparaging remarks about personal characteristics, engaging in unwanted horseplay or practical jokes, and failing to relay written, verbal or telephone messages.

4. **Reporting Inappropriate Workplace Behaviors**
   Any employee who believes that another City employee or elected official has engaged in behavior prohibited by this policy is encouraged to address the situation as described in paragraphs (a), (b), and (c) below. However, if the alleged conduct involves violent behavior, discriminatory behavior, or harassment prohibited by City policy, the employee is responsible for reporting the situation to the appropriate supervisor in accordance with the City's anti-harassment policy and paragraph (c) of this policy.

   a) If possible, politely but firmly tell the person who is behaving inappropriately that you are uncomfortable with or offended by the behavior and ask them to stop.

b) Write a memorandum for personal reference that describes the inappropriate behavior, the date the inappropriate behavior occurred, how it made you feel, what you did, how the offending party responded, and the names and titles of any witnesses.

c) Report the conduct to your supervisor or department head or the employee's supervisor or department head. If the individual allegedly engaging in behavior is an elected official, report the conduct to the City's Administrative Services Director, City Administrator, the Mayor, or a member of the City Council, as appropriate.

When reporting, employees should be prepared to provide the following information:

1. The complainant's name, department, and position title.
2. The name, department, and position title of the offending party (if known).
3. The specific facts of the alleged inappropriate behavior, how long it has allegedly gone on, and any alleged employment action (demotion, failure to promote, dismissal, refusal to hire, transfer, etc.) that was supposedly taken against the employee who is filing the complaint.
4. Names of witnesses, if any, to the alleged harassment.
5. Whether the complainant has previously reported the alleged misconduct and, if so, to whom.

5. Investigation of Complaints of Inappropriate Conduct

All supervisors and Department Heads receiving complaints of behavior prohibited by this policy shall report them to the Administrative Services Director. If the complaint involves alleged conduct by the Administrative Services Director, the supervisor or Department Head shall instead report the complaint to the City Administrator.

The Administrative Services Director, the City Administrator, or the identified designee, shall investigate complaints of inappropriate workplace conduct prohibited by this policy.

6. Consequences of Engaging in Inappropriate Workplace Conduct

Employees found to have engaged in prohibited conduct or to have intentionally filed a false complaint may face disciplinary action, up to and including termination, consistent with City policies and applicable laws. Supervisors who condone or fail to address prohibited behavior may also face disciplinary action.

7. Retaliation for Complaints of Inappropriate Workplace Conduct

All employees are prohibited from retaliating or threatening to retaliate against anyone who complains of inappropriate workplace conduct or participates in the investigation or response to such conduct. Any employee found to engage in retaliatory actions is subject to discipline, up to and including immediate termination, subject only to the provisions of this personnel policy, applicable policies of the Police and Fire Departments, applicable collective bargaining agreements or other contracts, and applicable law.

8. **Relationship of Code of Conduct to Harassment Policy**
   This policy supplements and does not replace the City's policies prohibiting discrimination, harassment in the workplace, and workplace violence.

7.2 Harassment Policy

This policy applies to all City employees, personnel, and volunteers without exception, including elected officials, temporary employees, employees working under contract for the City, and members of the paid-on-call fire department.

It is the policy of the City that all employees should be able to enjoy a respectful workplace and a work atmosphere free from all forms of unlawful harassment, including implied or expressed forms of sexual harassment. Harassment infringes on an employee's right to a comfortable, respectful work environment, is against City policy, and will not be tolerated. All employees are expected to treat their coworkers, subordinates, supervisors, and public contacts with respect at all times. The City does not tolerate any form of sexual harassment in the workplace, including acts committed by non-employees.

Any form of sexual harassment or other protected-class harassment, as defined in this policy, is prohibited and may result in disciplinary action, up to and including immediate termination.

Sexual Harassment and Other Protected Class Harassment
For purposes of this policy, the term "sexual harassment" includes unwelcome physical or verbal conduct relating to an individual's sex or gender, or conduct directed at an individual because of sex or gender. This includes unwelcomed sexual advances, requests for sexual favors, and other verbal and physical conduct of a sexual or gender-related nature, when:

1. Submission to such conduct is made either implicitly or explicitly as a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as a basis for an employment decision affecting the individual;
3. Such conduct has the purpose or effect of substantially interfering in an individual's employment or creating an intimidating, hostile, or offensive working environment.

Violation of this policy by an employee may result in disciplinary action, up to and including termination.

Examples of sexually harassing conduct under this policy may include, but are not limited to, the following:

- Use of offensive or demeaning terms that have a sexual connotation or a negative gender connotation;
- Objectionable physical proximity or physical contact;
- Any unwelcome, sexually motivated touching;

- Repeated, unwelcome suggestions regarding, or invitations to, social engagements or work-related social events;
- Any indication, express or implied, that an employee's job security, job assignment, opportunities for advancement, or other terms or conditions of employment may depend on the granting of sexual favors to any other employee or supervisor;
- Any action relating to an employee's job status that is taken as a direct result of granting or refusing social or sexual favors;
- The deliberate or careless creation of an atmosphere of sexual harassment or intimidation;
- The deliberate or careless expression of jokes or remarks of a sexual nature to, or in the presence of, employees who may find such jokes or remarks offensive;
- The deliberate or careless dissemination or display of materials such as cartoons, articles, pictures, other graphics of a sexual nature that are not necessary for work;
- The use of suggestive facial expressions or gestures of a sexual nature.

Other protected class harassment is offensive conduct or communication based on an individual's race, color, creed, religion, national origin, sex, sexual orientation, disability, age, marital status, familial status, status with regard to public assistance, or any other characteristic protected by State or federal law when:

1. Submission to such conduct is made either implicitly or explicitly as a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as a basis for an employment decision affecting the individual's employment;
3. Such conduct has the purpose or effect of substantially interfering in an individual's employment or creating an intimidating, hostile, or offensive working environment.

All employees should keep in mind that the absence of intent to harass an individual is not a defense to a complaint of harassment. It is the impact and nature of the conduct, not the intent, which determines whether the conduct is harassing.

Any employee who believes they are being subjected to sexual harassment or other protected class harassment in any form, or any employee with knowledge or belief of conduct on the part of another employee or other individual which may constitute a violation of this policy, is required to report the alleged conduct immediately to a supervisor or the Administrative Services Director. If the Administrative Services Director is the person alleged to have engaged in conduct prohibited by this policy, complaints should be made to the City Administrator. While the City encourages written reports of the alleged conduct, verbal reports will be accepted. The individual receiving the report should be prepared to supply the following information:

1. Date, time, and location of the incident

2. Identification of the offender(s)
3. A detailed description of the incident
4. Any materials in the complaining employee's possession related to the incident (e.g., cartoons, articles, pictures)
5. Identification of any potential witnesses to the incident

Additionally, at the time of the incident, if you are the employee being subjected to the inappropriate behavior and feel comfortable so doing, you may, but are not required to, courteously but firmly tell the individual(s) engaging in the inappropriate behavior to stop, explaining that the behavior makes you feel intimidated, offended or uncomfortable. Include a summary of this discussion in your report to the supervisor, Administrative Services Director, or City Administrator.

Supervisors are responsible for maintaining a work environment that is respectful and free from discrimination in any form. These responsibilities include proactively maintaining the compliance with this policy by all employees.

Any supervisor who receives a formal or informal, oral or written report of harassment, or has personal knowledge or reason to believe that such harassment has occurred, should inform the Administrative Services Director immediately, without screening or investigating the report. If the Administrative Services Director is involved or have a conflict of interest, the report shall be made to the City Administrator pursuant to the reporting procedures. Failure of any supervisory employee to forward such a report to the appropriate party may be grounds for discipline. If appropriate, the Administrative Services Director shall inform the Department Head of the report of harassment.

Upon receipt of a report or complaint of sexual harassment or other protected class harassment, the Administrative Services Director or City Administrator shall undertake or authorize an investigation. The investigation may be conducted by City officials or by a third party designated by the City. The City may take immediate steps, at its discretion, to protect the complainant and other employees or members of the public pending completion of the investigation.

The investigation methodology will be determined by the investigator depending on the specifics of each complaint. Investigations typically include, at a minimum, interviews with the reporting employee, the complaining employee (if different from the reporting employee), and alleged offender(s). The investigation methodology may additionally include additional interviews, document review, and other methods deemed pertinent by the investigator.

Every effort will be made to respect the privacy and identity of all parties to a complaint brought under this policy, subject to any applicable law, including the Minnesota Government Data Practices Act (“MGDPA”). In addition, the City has an obligation to investigate, take necessary action to address allegations, and comply with relevant state and federal regulations, and retains the right to disclose the identities of parties to a complaint, including witnesses, and the substance of complaints or witness statements as permitted or required by applicable law, including the MGDPA.

The investigator will forward a summary of the investigation, including the investigator's findings and conclusions, to the Administrative Services Director or City Administrator, as appropriate. The City will take all appropriate action, including, but not limited to, disciplinary action, to address any confirmed violation of this policy.

The City will not tolerate acts of retaliation against employees who have made a good faith report of suspected violations of this policy or any person who assists or participates in an investigation or proceeding related to such investigation. The City will discipline or take other appropriate action against any employee, personnel, elected official, or volunteer who engages in acts of retaliation towards such individuals. For purposes of this policy, retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

7.3 Workplace Violence Policy

P**urpose and Definitions**
This policy applies to all City employees, personnel, and volunteers without exception, including elected officials, temporary employees, employees working under contract for the City, and members of the paid-on-call fire department. The City of Ramsey is committed to maintaining a safe environment for its employees and customers, free from violence, threats of violence, harassment, intimidation, and other disruptive behavior. Accordingly, the City will not tolerate any acts of violence toward employees, customers, or property. Any employee who commits or threatens an act of workplace violence may be subject to investigation and discipline, up to and including immediate termination. It is the goal of the City to provide a workplace that is free of intimidation, threats, and violence. This policy will also seek to provide guidance to employees when they encounter a situation that they believe could result in violence.

For purposes of this policy, the following definitions will be used:

Workplace Violence: The term "workplace violence" encompasses a wide range of behaviors that include, but are not limited to, any act of physical, verbal, or written aggression against an employee or customer of the City; threats to inflict physical harm, or damages to property; harm to family members of an employee; or any purposeful or knowing behavior that would cause a reasonable person to feel threatened by an employee or non-employee in the workplace. Workplace violence does not include reasonable force in the defense of oneself or others. It also does not include the appropriate use of force or weapons by law enforcement officers or others acting lawfully to protect and defend life and property, effectuate an arrest or detainment, or for other lawful purposes.

Threat: An expression by word or conduct of intent to commit violence that places the listener or reader in fear of imminent bodily harm, or is of such character that another individual could reasonably be placed in fear of imminent bodily harm. The overall context of statement, including non-verbal communications, will be taken into account to determine if such an expression is a threat covered by this policy.

E**mployee Responsibilities**

Employees are expected to treat co-workers, citizens, and property with respect. No employee is permitted to commit or threaten violence against another employee or customer of the City. Examples of prohibited conduct include, but are not limited to, physical abuse, verbal threats to inflict physical harm, vandalism, arson, and use of weapons.

Employees are not permitted to bring a weapon into the City workplace or onto City property unless the weapon is required to fulfill the employee's job duties, such as those of a police officer.

City employees should not ignore violent, threatening, harassing, intimidating, or other disruptive behavior. If anyone on City premises displays such behavior, regardless of whether they are a City employee, such behavior should be reported immediately to the employee's supervisor. Employees are responsible for making the report, regardless of the relationship between the individual who initiated the threat or threatening behavior and the person(s) who was threatened or who was the focus of the threatening behavior.

Employees should remain alert to and immediately report suspicious or threatening behavior and incidents of workplace violence to their supervisor. Employees should contact 911 in the case of an immediate, serious threat or crime. In the event of imminent danger to persons or property, employees shall always take action to safeguard individuals or property before making a formal report. Except as noted above, reports shall be made as soon as possible after a threat or act of workplace violence – preferably within 4-6 hours, or sooner if reasonable.

Even without an actual threat, employees shall report any behavior they have witnessed that they regard as threatening or violent.

Employees who have identified City work locations as being protected for purposes of restraining or protective orders shall immediately notify their supervisor. The City understands the sensitivity of the information and will endeavor to handle the matter respectfully while also providing necessary notification and advance warning to fellow employees.

Supervisory Responsibilities
Supervisors are expected to appropriately and safely intervene when an employee is subjected to abuse, whether from another employee or a member of the public. Supervisors and Department Heads who witness workplace violence or receive a complaint of workplace violence must notify the Administrative Services Director as soon as possible.

The responding supervisor shall assess whether there is a significant current risk of violence that could result in physical harm to people and/or property. The supervisor should establish command and determine the appropriate level of emergency response. Actions supervisors or Department Heads may take include:

- Ensuring that 911 has been called.
- Alerting other employees in the immediate area about the situation.
- Attempting to move individuals at risk to a safer location.

- Implementing the appropriate evacuation procedures if rapid evacuation of the building seems warranted.
- Controlling staff involved to prevent interference with or hinderance of law enforcement or emergency personnel efforts.
- Ensuring that necessary medical attention and/or emotional support is provided to the employees affected by the incident.
- Contacting the Administrative Services Director to:
  - Arrange for relief from duty of the employee(s) involved in the workplace violence.
  - Coordinate an investigation.
  - Handle disciplinary actions and return-to-work procedures.

The Administrative Services Director may address the situation by:

- Assessing the needs of victims and other employees impacted by the incident.
- Evaluating and implementing additional security measures based on the following considerations:
  - The likelihood of violence.
  - The costs and benefits of security measures.
  - the impact of security measures on the employee(s) involved and the rest of the workforce.
  - the impact of security measures on the City's ability to meet customer needs.

If a supervisor or Department Head is notified of an employee identifying City work locations as being protected areas due to restraining or protective orders, or in cases involving domestic violence, the Administrative Services Director must be consulted immediately to determine the appropriate course of action.

Due to the need to allow public access to City facilities and services, the City cannot guarantee that violence will not occur on its premises.

The City subscribes to the concept of a safe work environment and supports the prevention of workplace violence. Prevention efforts include, but are not limited to, informing employees of this policy, instructing employees regarding the dangers of workplace violence, communicating the consequences for violating this rule, and providing a hierarchy for reporting incidents of violence without fear of reprisal.

Any City employee who violates this policy may be subject to disciplinary action, up to and including immediate termination.

Any customer of the City who violates this policy may be denied access to City business locations. Anyone who engages in violence may be subject to criminal sanctions.

7.4 Domestic Violence

At the request of the employee, the City will attempt to make reasonable accommodations to shield or protect the employee from abuse while at work. These accommodations may include screening telephone calls and visitors or implementing other temporary measures. In accordance with Minnesota law, employees may also use sick leave for "safety leave" related to domestic violence situations.

7.5 Appearance and Dress Policy

The appearance and dress of City employees has a direct reflection on the professionalism of our services. A neat, well-groomed employee with good personal hygiene presents a positive image of the City and demonstrates the pride of City employees. Appearance and attire significantly influence how community members perceive City staff and the confidence customers have in the City's ability to provide quality services. The standard office attire for employees Monday through Friday will be Business Casual or Formal Business, with some exceptions on Fridays as noted below.

APPRORIATE CASUAL / FORMAL BUSINESS ATTIRE

- Suits
- Sport Coats or blazers
- Dress slacks, pants, khakis, colored denim dress jeans (no blue jeans unless working outdoors or in spaces that are not clean; no rips, tears, stains, frayed fabric, etc.)
- Dress shirts, polos, blouses, shirts, or sweaters
- Dresses, skirts or business capris (no more than 3 inches above the knee)
- Any type of business shoes, dress sandals, loafers, clean earth-tone, white or black athletic shoes, but no extreme colors such as violet, indigo, blue, green, yellow, orange and red. (Crocks, flip flops, thongs, or barefoot sandals are not allowed).

APPROPRIATE CASUAL FRIDAY ATTIRE

- Casual sweaters, shirts or polos (slogans or advertising may not exceed 2 inches, other than City logos)
- Hooded sweatshirts with a City of Ramsey logo
- Casual slacks, pants, and denim jeans (no rips, tears, stains, frayed fabric, etc.)
- Periodically, as announced, sport jerseys or team shirts may be worn on casual Friday (in good condition; no sweat pants or wind pants)

Employees who take Friday off may not substitute another day for "casual Friday."

INAPPROPRIATE ATTIRE / APPEARANCE IN THE WORKPLACE

- Unkept personal hygiene and an appearance that is not neat and tidy.
- Extreme hair colors such as violet, indigo, blue, green, yellow, orange and red. Discussion needed regarding extreme hair color.

- Tattoos that are deemed offensive, including, but not limited to depicting racial, sexual, discriminatory, or gang-related images or obscene language, or those that undermine City's values. Offensive tattoos must be covered while working.
- Tattoos on the head, face, neck, and hands are prohibited, excluding a ring.
- Piercings that are loose or dangle, except for earrings or small, snug-fitting nose piercings or studs.
- Piercings that interfere with speaking clearly.
- Facial piercings (e.g., septum, eyelid, eyebrow, cheek, lips, etc.).
- Slogans or advertising exceeding 2 inches, except for City logos.
- T-shirts, halter tops, tank tops, tube tops, muscle shirts, and shirts or dresses with spaghetti straps.
- Garments revealing the midriff or off-the-shoulder.
- Athletic wear (e.g., workout clothes, sweatpants, sweat suits, leggings, and yoga pants unless the upper garment drapes over and down to the mid-thigh).
    - Team jerseys or sweatshirts may be worn during special sporting events on Fridays.
- Shorts and mini-skirts.
- Dirty, ripped, wrinkled, or stained clothing.
- Transparent or overly tight garments.
- Clothing that is overly revealing or outlandish, causing distraction.
- Clothing with offensive or derogatory images or wording.
- Flip flops, thongs, barefoot sandals, and bare-bottom shoes.

Exceptions to this policy will be made only on a case-by-case basis with a doctor's note stating the reason for the exception.

Employees Who Work Outdoors
Employees who work outside must follow the dress code established by their Department Head. Clothing must always be neat, clean, and not overly worn, faded, or in disrepair. Work shirts may not be sleeveless, and employees may not go shirtless while on duty. Solid-color shorts and jeans are acceptable when appropriate and with prior approval from the Department Head.

Uniformed Personnel
Uniforms provided to some City employees are expected to be neat, fresh, and clean when reporting for duty. Each department is responsible for ensuring that employees follow regulations regarding uniforms, related accessories, and equipment. Uniforms bearing City identification may not be worn during off-duty hours.

Under certain circumstances, employees may be required, as a condition of employment, to wear clothing identifying them as a City of Ramsey employee. If applicable, a payroll stipend may be provided, and applicable taxes will be withheld according to the IRS regulations.

Religious Considerations
Nothing in the policy is intended to infringe upon an individual's desire to observe and exercise religious practices. The City will make reasonable effort to accommodate religious practices regarding dress to the extent that it can do so without affecting employee or customer health and safety.

Enforcement
The Administrative Services Director, Department Heads or the identified designee are responsible for enforcing this policy. If counseling is ineffective, violations of this policy may result in disciplinary action, up to and including termination. Employees sent home to change clothes shall not be paid as regular duty during that time; they may use vacation time or unpaid leave.

7.6 Off-Duty Conduct

The City's effectiveness depends upon the respect and confidence of residents, business owners, and employees. Inappropriate off-duty conduct detracts from community or employee respect and confidence. It is the City's policy to investigate circumstances suggesting that a City employee has engaged in inappropriate off-duty conduct that reflects unfavorably on the City. If inappropriate off-duty conduct is determined to have occurred and it affects the City's business or reputation, discipline may be imposed, up to and including termination.

Examples of inappropriate off-duty conduct include, but are not limited to, the following:

- Certain moving violations
- Theft
- Violence
- Use of City position to manipulate or control others
- Conviction of a gross misdemeanor or felony

This policy applies to all City employees (full-time, part-time, paid-on-call, temporary, casual, etc.); to acts that occur within or outside of City limits; and to acts that occur during or outside work hours.

7.7 Employee Parking

To ensure the public has easy access to the entrances of City Hall, employees must park personal vehicles in the Municipal Parking Ramp unless otherwise approved by the Department Head. City vehicles may be temporarily parked on the road or in the south parking lot as needed for City business. Personal vehicles may only be parked on the road for the time necessary to load or unload supplies for a City function.

7.8 Conflict of Interest and Divided Allegiance

This policy applies to all City employees, personnel, and volunteers without exception, including elected officials, temporary employees, employees working under contract for the City, and members of the paid-on-call fire department.

Commented [CL9]: Ask the City Attorney about this statement.

The City Council and the City Administrator are committed to governing the City organization in

a manner that is free of personal conflicts. For the purposes of this policy, the term "conflicts" refers to both "conflicts of interest," as defined under applicable state and federal law, and "divided allegiances," as defined in this policy.

This policy addresses how the City approaches actual or perceived conflicts. The definitions provided encompass more than the specific conflict-of-interest scenarios addressed by the state or federal laws. A conflict of interest not identified in this policy may still violate those laws. City officials may have a legal conflict of interest even if their conduct does not amount to a conflict under this Policy. Nothing in this policy authorizes, or should be interpreted as authorizing, City officials to have an interest in a transaction prohibited by state or federal law. Employees and elected officials who have a conflict of interest recognized by state or federal law are subject to all applicable legal consequences.

The purpose of this Policy is to inform City elected officials, appointed commission members, and staff of the City's broad definition of conflicts and to establish procedures for declaring and monitoring conflicts as they arise. The City Council requires each elected official, appointed commission member, and staff member to be advised of this policy, and provided with a copy upon assuming their City's duties or relationship. All individuals subject to this policy are responsible for understanding and adhering to it.

This policy recognizes that a conflict of interest may exist whenever the personal or professional interests of an elected official, appointed commissioner, or staff member are potentially at odds with City's interests. Since the City Council is responsible for ensuring that the organization's management serves the City's best interests, over and above the interests of any insider, this policy broadly defines potential conflicts of interest to include all instances when a person within the organization may be able to exert authority, influence, or bias on any issue in which they may have divided allegiances.

The City Council acknowledges that conflicts may exist not only from financial interests in a transaction but also from non-financial interests. In all cases, the City Council is committed to ensuring that whenever a dual interest exists – whether personal, business, organizational, or professional – and it intersects with the position and interests of the City, such conflicts are disclosed, and resulting decisions are managed fairly and appropriately.

Furthermore, the procedures outlined in this policy apply not only when an actual conflict is demonstrated but also when the interests or concerns of another party to which one has allegiance may reasonably be seen as competing with City's interests or concerns. The City Council's decision to apply heighted scrutiny and procedures when a conflict involving elected official, appointed commissioner, or staff member appears to have a conflict acknowledges the public's increasing sensitivity to self-dealing and lax management by public officials.

The three types (or "tiers") of conflicts defined in the policy are not mutually exclusive. An interest that qualifies as a conflict of interest under one tier may also qualify under another tier, depending on the specific circumstances.

CONFLICT OF INTEREST, DIVIDED ALLEGIANCES, AND DEFINITIONS

Tier 1 -- Direct conflict: A direct conflict exists whenever there is any proposed transaction or action of the City in which an elected official, appointed commissioner, or staff member has any direct involvement or interest. Direct conflict of interest occurs when a decision or action would compromise a duty to a party without taking immediate, appropriate action to eliminate the conflict. These transactions are subject to the highest scrutiny.

Tier 2 -- Indirect conflict: An elected official, appointed commissioner or staff member has an indirect involvement or interest in a proposed transaction or action of the City whenever:

1. Any other party to the transaction or party affected by the action is a "family member" (i.e., a relative) of the elected official, appointed commissioner, or staff member, or there is a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on the make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests.
2. Any other party to the transaction or party affected by the action is an entity in which the elected official, appointed commissioner, or staff member has a material financial interest.
3. The elected official, appointed commissioner, or staff member is an officer, director, trustee, staff member, or partner of any other party to the transaction or party affected by the action.

Conflicts involving more immediate relatives should generally be subject to a higher level of scrutiny by the City than those involving relatives who are more distantly related. However, each situation involves individual circumstances to be weighed by the City Council and City Administrator.

Tier 3 -- Potential conflict or the appearance/perception of conflict: Elected official, appointed commissioners, and staff members should follow the disclosure procedures outlined in this policy when the interests or concerns of any elected official, appointed commissioner, or staff member, or of any of their relatives, or any other individual group or organization to which such person has allegiance, may reasonably be seen by a third party as competing with the interests or concerns of the City, or when conflicting duties or loyalties exist.

For purposes of this policy, the term "relative" includes all of the following individuals: spouses, parents, children, children's spouses, siblings, spouses of siblings, aunts, uncles, first cousins, step-parents, and step-children.

For purposes of this policy, a "material financial interest" exists when an individual or their relative has rights (whether or not yet vested) to be paid compensation, employee or retiree benefits, dividends, or profit-sharing, or to have their expenses reimbursed, obligations repaid, or other liabilities satisfied. The term is intended to include any and all remunerative expectations.

The City's elected officials, appointed commissioners, staff, and consultants shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, donors, grantees, or parties to sub-agreements, with the exception that unsolicited gifts — such as trinkes or mementos costing $5.00 or less, not given regularly — may be accepted.

When there is any doubt as to whether a conflict exists, either pursuant to this policy or under applicable law, the matter shall be resolved by the City Attorney.

All local officials, as defined in Minnesota law, must comply with Minnesota law regarding the receipt of gifts.

PROCEDURE WHEN APPOINTED OFFICIALS HAVE A CONFLICT

When conflicts arise, the interested appointed official must:

1. Prepare a written statement or make a verbal announcement at the applicable public meeting, describing the matter requiring action or decision and the nature of the potential conflict of interest.
    a) Deliver a copy of the notice to the chair of that board, commission or committee. If the chair has the conflict, the notice should be delivered to the appointing authority, the City Council.

PROCEDURE WHEN ELECTED OFFICIALS HAVE A CONFLICT

When conflicts arise, the interested elected official must:

1. Prepare a written statement or make a verbal announcement at the applicable public meeting, describing the matter requiring action or decision and the nature of the potential conflict of interest.
    a) Deliver a copy of the notice to the presiding officer (typically the mayor).
    b) If the mayor has the conflict, the notice should be delivered to the acting presiding officer.

PROCEDURE WHEN STAFF HAVE A CONFLICT

1. Each staff member has a duty to disclose to the City Administrator, Finance Director and/or Administrative Services Director the material facts of any proposed transaction of the City in which such person has any conflict(s) identified by this policy. Staff shall prepare a written statement describing the matter requiring action or decision and the nature of the potential conflict of interest.

2. The disclosure required under item 1 (above) is to be made immediately and, to the extent possible, before any consideration of such proposed transaction by the City. If a staff member does not recognize the existence of a conflict prior to a decision regarding the transaction, the staff member has a duty to disclose the material facts of the conflict as soon as it is recognized.

3. A staff member having a conflict shall not participate in the deliberation or decision by the City regarding the transaction under consideration unless invited by the City Council, City Administrator, Finance Director, and/or Administrative Services Director, after considering the significance of the disclosed conflict to the City. The City Council, City Administrator, Finance Director, and/or Administrative Services Director may also

request that the staff member provide the City with any relevant information regarding the matter.

The City Council, City Administrator, Finance Director and/or Administrative Services Director shall take any additional actions necessary to ensure that the conflict is properly disclosed to management and that appropriate steps are taken as the transaction and its terms are brought forth for decision-making and/or implementation. Furthermore, the City Administrator, Finance Director, and/or Administrative Services Director shall maintain a record of the existence of the conflict, the procedures employed in managing it, and its resolution.

SECTION 8 DISCIPLINE / GRIEVANCE PROCEDURES

8.1 Discipline

City employees are subject to disciplinary action for failing to fulfill their duties and responsibilities, including failure to observe proper workplace conduct adopted by the City Council. Compliance with work rules and policies are essential functions of all City positions; deficiencies in these areas will be addressed through the discipline process listed below.

It is the policy of the City to administer disciplinary penalties without discrimination. Except for probationary employees and as expressly described in this policy, employees may use the grievance procedure under the personnel policy concerning any disciplinary action. To the extent practicable, the supervisor or Department Head shall investigate any allegation on which disciplinary action might be based before any disciplinary action is taken.

Nothing in this policy shall be interpreted as altering the City employees' status as "at-will" employees or creating any type of "just cause" standard for discipline or termination. When determining whether to impose discipline, including termination, the City may consider all relevant factors, including but not limited to the seriousness and frequency of misconduct and the employee's disciplinary history.

Discipline may be in one or more of the following forms, although the City of Ramsey reserves the right to take any disciplinary action at any time:

a) Oral Reprimand
b) Written Reprimand
c) Suspension
d) Demotion
e) Termination

a) **Oral Reprimand:** A verbal reprimand may be imposed by a Department Head for minor violations or incidents. The Department Head must maintain a record of each verbal reprimand. A verbal reprimand may not be appealed or submitted through the grievance process.

b) **Written Reprimand:** A written reprimand shall state that the employee is being reprimanded for misconduct and describe the misconduct. The employee shall be given a copy of the written reprimand and sign the original, acknowledging receipt of the reprimand. The signature of the employee does not necessarily indicate agreement with the reprimand. If the employee refuses to sign the original reprimand, such refusal will be noted on the reprimand. The reprimand shall be placed in the employee's personnel file.

c) **Suspension Without Pay:** Before the suspension or as soon thereafter as possible, the employee shall be notified in writing of the reason for the suspension and its length. The employee shall sign the original suspension notice, acknowledging receipt. The signature of the employee does not necessarily indicate agreement with the suspension. If the employee refuses to sign the suspension notice, such refusal will be noted on the notice. A copy of each written statement shall be placed in the employee's personnel file.

d) **Demotion:** The City may demote an employee as it deems necessary to address disciplinary concerns, performance problems, or other factors related to meeting public service needs. A demotion results in a reduction in pay, classification, or duties.

e) **Termination:** The City may terminate an employee at any time, for any lawful reason or no reason at all. All employees will be notified in writing of the reason for the termination. The employee shall sign the original dismissal notice, acknowledging receipt. If the employee refuses to sign, such refusal will be noted on the dismissal notice. The signature of the employee does not mean agreement with the dismissal. For employees subject to the Minnesota Veterans' Preference Act, the City will provide written notice of the charges against the employee and follow all other provisions of Minnesota Statutes, Section 197.46, as amended.

In cases of suspension, demotion or termination, the employee shall be granted a hearing before the City Council if the employee submits a written request for such a hearing to the City Council within five (5) working days of notification of the action taken. At its sole discretion, the Council may hold the hearing at its next regularly scheduled meeting or any date within thirty (30) days of such meeting. The City Council has the sole discretion to conduct the hearing or to appoint a subcommittee to conduct the hearing. If the Council appoints a subcommittee, the subcommittee shall make its recommendation to the Council at the next regularly scheduled meeting following the hearing. The Council's decision is final.

If the Council overturns the disciplinary decision, the employee will be reinstated to the employee's position with back pay.

For purposes of the Minnesota Government Data Practices Act, the initial disciplinary decision constitutes the final disposition of a disciplinary matter unless the employee files a timely appeal with the City Council. In such cases, the Council's decision constitutes the final disposition.

Employment at the City of Ramsey may be terminated at the will of either the employee or the City, at any time, and for any lawful reason or no reason at all.

8.2 Grievance Procedure

It is the policy of the City, whenever possible, to prevent the occurrence of grievances and to deal promptly with those that occur. For purposes of this policy, a grievance is defined as a dispute or disagreement as to the interpretation or application of this personnel policy.

Employees shall have the right to present grievances either individually or as a group. Grievances shall be presented to the City Administrator in writing within five (5) calendar days of the occurrence of the alleged grievance.

The City Administrator shall respond to an employee's grievance within fourteen (14) calendar days after receiving the alleged grievance. The decision of the City Administrator is final, except that when the City Administrator is directly involved in the facts giving rise to the grievance, an appeal may be made to the City Council for final decision within fourteen (14) calendar days of the City Administrator's decision. In such an appeal, the City Council's decision is final. If the City Administrator does not respond to the grievance within fourteen (14) calendar days of receipt, the grievance shall be considered denied for purposes of the appeal time period discussed above.

In compliance with federal or state law, an employee may also grieve any alleged unsafe act or practice, adverse working conditions, violation of civil rights, and alleged hazardous materials management.

SECTION 9 TRAVEL, TRAINING, AND EDUCATION

9.1 Travel Policy

Purpose
The City of Ramsey recognizes the need for continued training and professional development for its elected officials and City staff. As part of such training, elected officials and staff may be required to travel to attend workshops, conferences, and other assignments. This policy sets forth the conditions under which such travel will be reimbursed by the City.

Policy
A request by a Council Member for reimbursement for travel expenses must be approved by the full City Council at an open meeting prior to registering for the event. A request by an employee for reimbursement for travel expenses must be approved by the Department Head prior to registering for the event. Requests for travel will be evaluated based on all relevant factors, including but not limited to the following:

- Whether the person traveling will be receiving training on issues relevant to the City or to their job duties.
- Whether the person traveling will be viewing or studying a facility or function that is similar to one being operated by or considered by the City of Ramsey.
- Whether the person has been specifically assigned by the City Council to testify on behalf of the City before federal or state officials.
- Whether the City has sufficient funding available in the budget to pay the cost of the trip.

No reimbursements will be made for attendance at events sponsored by or affiliated with political parties.

9.2 TRANSPORTATION / AIRLINE TRAVEL CREDITS

The most cost-efficient mode of travel should be used, taking into consideration reasonable time constraints.

Whenever City funds are used to pay for airline travel by an elected official or City employee, all arrangements must be approved by the City Council or Department Head, respectively, prior to City funds being used. All commercial transportation shall be tourist or coach class. First-class fares will not be reimbursed. Printed detailed receipts for airfare must accompany a request for reimbursement form.

Individuals shall not accept or accumulate travel credits; i.e. travel credits shall be declined by the traveler.

9.3 MILEAGE REIMBURSEMENT

A City vehicle should be used whenever one is available. If a City vehicle is not available, and the Department Head approves use of an employee's personal vehicle for City travel, the City will reimburse the employee for miles driven in excess of the employee's normal mileage to and from work, if not leaving from or returning to the work location, at the current IRS rate per mile. Mileage is not reimbursable through petty cash. Each request for reimbursement must include the following:

1. Online mapping directions printed showing total miles traveled on City business.
2. If not leaving from employee's work location and/or returning to the work location, online mapping directions printed, showing the total miles to and from the employee's home and normal work location must be included to subtract from #1 above, with no exceptions.
3. Net miles claimed for the reimbursement.
4. The business purpose of the trip, name of the event, and entity/building location name.
5. Starting and ending addresses for each location to substantiate mileage claim.

This level of detail must be documented and included on the request for reimbursement. Employees should contact the Finance Department for clarification or assistance.

If it is necessary to rent a vehicle to conduct City business, the City will reimburse employees or City Council Members for the cost of renting a vehicle. Care should be taken to rent the least expensive vehicle available.

9.4 LODGING

When on City business outside the seven-county metropolitan area (40 miles or more away from City Hall), lodging accommodations may be provided by the City. All requests for lodging must be submitted to and approved by the Department Head prior to payment. Actual costs for a single-occupancy room will be reimbursed, but charges shall be reasonable and consistent with the facilities available.

Each employee traveling on City business pursuant to this policy must stay in their own hotel rooms. Employees are not allowed to share rooms while traveling on City business unless otherwise approved in advance by the City Administrator or the Administrative Services Director . To minimize costs, the employee or elected official shall stay at a host hotel or motel, or a less expensive hotel, at the discretion of the attendee's Department Head.

The City will not reimburse costs associated with the attendance of a family member at a workshop, conference, and other assignment. Printed detailed receipts are required for lodging and must accompany a request for reimbursement form.

Within the seven-county metropolitan area, in the event of severe weather or other situations or conditions that make traveling hazardous, employees may secure lodging until it is safe to return.

Commented [CL10]: What about Sherburne County, Wright County, etc.? Language could be as shown in green.

Alternative language: In the event of severe weather or other situations or conditions that make traveling hazardous, employees may secure lodging in locations that are less than 40 miles away, until it is safe to return.

9.5 MEALS

When on City business, a maximum of three meals per day will be reimbursed by the City. Attendees must take advantage of all meals that are provided and included in the registration fee for workshops, conferences, or other assignments. The City will not reimburse for alcoholic beverages, tobacco products, or costs associated with family members.

Printed detailed meal receipts are required and must accompany a request for reimbursement form. The detailed meal receipt must include the food and beverage items ordered. The request for reimbursement form must include an explanation of the public purpose for the meal and a list of the attendees. The receipts and reimbursement request form shall be submitted to the Finance Department for payment.

The maximum reimbursement rates for meals, including taxes and tips, are as follows:
Note: The City will reimburse tips up to 20% of the bill (before taxes). Employees choosing to tip more than 20% will not be reimbursed for the difference.

Commented [CL11]: As per the G.S.A.gov and includes the tip.

Breakfast: $18.00 **Lunch:** $20.00 **Dinner:** $36.00

The City Council recognizes the public purpose of the City Administrator's business meetings with developers, staff, consultants, Council members and others. Therefore, the City Council grants discretion to the City Administrator, or the City Administrator's designee, on a case-by-case basis, to seek reimbursement from the City for business meals, regardless of where or when those meals occur.

9.6 Training, Licensure, and Education Policy

The City of Ramsey is responsible for delivering services to a broad constituency of residents and organizations. These services are delivered by staff members, consultants, and outside agencies. The Ramsey City Council, in an effort to ensure ongoing quality service delivery, provides a program for training its staff.

It is the primary objective of the training program is to ensure that training funds are allocated to learning activities that address organizational goals and follow a progression of skill development. Annually, each department is responsible for projecting individual staff training needs for the next five years.

Department budget requests and future projections will be evaluated to ensure compliance with organizational goals and budget allocations. The Department Head is responsible for presenting

the annual training budget to the City Administrator. The City Administrator will present the recommendations to the City Council as part of the annual budget process.

All departments will have opportunities to meet their training goals. However, it is understood that different departments and staff members will have varying levels of training needs. The City will not allocate training funds to specific staff members but will address the varying needs of the organization and the public.

Training Reimbursement
Training is defined as short-term, specific coursework designed to develop particular job skills.

- The City will pay for job-related, position-specific training approved by the Department Head and City Administrator and deemed necessary to effectively fulfill the requirements of the position, provided there is adequate funding in the training budget and at the sole discretion of the City Administrator.
- The City will pay for or reimburse employees for any training required by the City to attain or maintain job-related certifications.
- Conferences and seminars may include meals and lodging, if necessary, for both in-state and out-of-state training. Travel expenses for in-state training will be provided through the budget process. Travel expenses for out-of-state training require prior approval from the Department Head and City Administrator.
- Department Heads are responsible for providing the Administrative Services Director with records on all employee training funded by the City. Upon request, a report documenting training received and funds expended will be prepared.

Post-Secondary Tuition Reimbursement
Tuition reimbursement is defined as eligible costs incurred as a result of attending an accredited post-secondary educational institution.

With pre-approval, regular City employees are eligible to participate in tuition reimbursement. However, it is the expectation of the City of Ramsey that new hires come to the City fully qualified for their position. Therefore, post-secondary tuition reimbursement shall not be provided during an employee's first year of service.

Completion of additional education is not a basis for requesting a salary increase. Courses should be taken outside of work hours; however, when unavoidable, courses may be taken during the workday with prior approval from the Department Head.

Employees wishing to utilize the City's tuition reimbursement funds must:

1. Submit a request via a "Pre-Approval for Tuition Reimbursement" form prior to registration for classes. This process should be completed prior to the applicable annual budget process.

2. Submit a reimbursement request form after successful completion of classes. Employees should be aware of the following key points:

- Employees attending an accredited college or university, or post-secondary classes at accredited colleges, universities, and vocational/technical institutes, can apply for City reimbursement for 50% of the cost of tuition, books, and course-specific fees, including technologies fees. Non-reimbursable fees include fees for supplies, transportation, student activity fees, late registration fees, school entrance fees, and graduation fees.
- The maximum annual reimbursement shall not exceed $3,000.
- In order to be eligible for reimbursement, the degree program or classes must be deemed by the Department Head, City Administrator, and Administrative Services Director to be job-related and beneficial to the employer before the employee registers for the class.
- Reimbursement will only be made upon receipt of a grade of "C" or better for the course.
- Reimbursement will also be made when employees elect to take classes on a Pass/Fail or Credit/No Credit basis, subject to successful completion.
- Employees seeking reimbursement must present a paid fee statement and grade transcript in order to receive reimbursement.
- Reimbursements are on a first come, first-served basis and shall not exceed the department budget.
- In the event a department receives reimbursement requests that exceed its budget allocation for education reimbursement, the Department Head and City Administrator shall have the discretion to apportion the available funds, including the discretion to refuse reimbursement.
- In the event an employee leaves the City's employment, any reimbursement for education received during the 12 months prior to leaving must be returned to the City.
- Reimbursements will be made through payroll as either a non-taxable reimbursement or taxable reimbursement, contingent upon current IRS guidelines.

Commercial Driver's License Payment

There may be situations when a candidate or current employee's essential job duties require possession of a Commercial Driver's License (CDL). In order to mitigate staffing challenges, the City may agree to pay for the costs associated with obtaining this licensure. This payment is contingent upon a written agreement by the employee to continue to work for the City for at least one (1) year following the attainment of the CDL.

If the employee does not stay employed with the City for at least one (1) year, the employee must agree to reimburse the City for the full amount paid for the licensure. This may be accomplished by the City retaining funds from the employee's severance pay, and if necessary, the remainder via a personal payment made by the employee payable to the City within 30 days of the last day on the job

SECTION 10 HEALTH AND SAFETY

10.1 Policy Statement

The City of Ramsey's Safety Program is based on the premise that each and every one of our employees is entitled to a safe and healthy work environment. The Safety Program is specifically designed for the protection of our employees and visitors. All City of Ramsey employees are directed to make safety and loss control important matters.

The City believes that every employee is concerned for their own safety and that of their co-workers and will recognize that the rules and policies contained herein are for their protection. The goals that we have set for our Safety Program can only be achieved through a cooperative effort between all employees. Safe working habits and an awareness of all safety rules and policies are conditions of employment at the City of Ramsey. All employees are required to familiarize themselves with every rule and policy set forth and to abide by them. These rules and policies will be enforced just as any other City policy, and failure to comply may result in disciplinary action, up to and including termination.

All employees are encouraged to make suggestions which will assist in maintaining safe working conditions and to bring any unsafe working conditions to the attention of their supervisor. It is through our joint participation that accidents can be prevented. Employees can make safe work practices a habit.

This policy toward safety is in no way limited to the rules that follow. Any unsafe practices, whether listed here or not, will be addressed on a case-by-case basis.

The City of Ramsey is committed to providing its employees with a safe and healthy work environment.

10.2 Health and Personal Safety

Health and personal safety are essential for the successful performance of employees' work. Employees must work safely using the safety devices and equipment provided by the City for their protection. Employees must promptly report safety hazards to their supervisor. Unsafe conditions will be investigated and corrected as necessary.

10.3 Workers' Compensation / Injuries and Illness at Work

Both Minnesota Worker's Compensation laws and the state and federal Occupational Safety and Health Acts (OSHA) require that all on-the-job injuries and illnesses be reported as soon as possible by the employee, or on behalf of the injured or ill employee, to their supervisor. The employee's immediate supervisor is required to complete a First Report of Injury and any other

forms that may be necessary related to an injury or illness on the job. First Report of Injury forms must be submitted to Human Resources as soon as possible, but no later than 3 business days from the date of injury. Employees must keep Human Resources and their supervisor updated with regarding changes in their condition and/or return-to-work paperwork.

Pursuant to Minnesota State law, the officials of the City, elected or appointed for a regular term of office or appointed to complete the unexpired portion of a regular term, are included in the coverage of the Minnesota Workers' Compensation Act.

10.4 Medical Procedures

It is the policy of the City of Ramsey, within the confines of the Minnesota Human Rights Act, to require its employees to be examined by a physician after an injury is sustained, whenever conditions are desirable for the employee or the City, or whenever the Administrative Services Director, or the Administrative Services Director's designee, determines that the interests of the City or the employee will be served. Physical examinations administered at the request of Administrative Services Director, or the Administrative Services Director's designee, shall be paid for by the City.

10.5 Smoking Policy

The City of Ramsey bans smoking in all municipal buildings, equipment, and City vehicles. Smoking, for the purpose of this policy, means inhaling or exhaling from any lighted cigar, cigarette, pipe, or any other lighted tobacco, plant product, or substance that may be used for smoking in lieu of tobacco intended for inhalation via any of the means listed above. Use of electronic devices that simulate smoking is also prohibited. This includes, but is not limited, to electronic or "e" devices such as e-cigarettes, e-cigars, and e-pipes. Electronic devices are prohibited regardless of whether they provide vapor of liquid nicotine, lobelia, and/or other substances. Non-electronic devices that simulate smoking and smokeless tobacco products (chewing tobacco, snuff, and snus) are also prohibited.

10.6 Inclement Weather Policy

On occasions when the severity of the weather may cause City offices to be closed, the City Administrator will make a determination as to whether the offices will be closed. The City Administrator or the City Administrator's designee will then notify the IT Manager to post the closure to the City's website. If it is broadcast that City offices are closed prior to the start of core hours , then the employee will be paid as if it were a regular workday. However, if the office is not officially closed, staff will be instructed to take vacation or compensatory time off for any absence from work that occurs. If the office is officially closed after the start of the shift, staff will receive their regular pay for the remainder of the shift. Compensatory time off or vacation will be taken for time absent from work prior to the official closure. This policy will apply to office employees only and does not include Public Works or Public Safety (fire and

police) employees. In circumstances where the City Administrator is out of town, the designated Acting City Administrator'will provide the decision on whether or not to keep City offices open due to inclement weather.

10.7 Severe Weather Plan / Other Emergency Plan

In the event that severe weather or another emergency occurs during the course of the day, staff and occupants of the Municipal Center shall seek shelter in designated areas while also maintaining accountability of all persons in building.

Requirements
Anoka County Dispatch (911) may activate the outdoor warning devices when a certified weather spotter witnesses severe weather or the National Weather Service indicates that severe weather will threaten all or part of Anoka County. Although the County has the ability to sound the sirens in zones, its common practice is to alert the entire County. If the outdoor warnings do not activate, or there is a different emergency, a member of Public Safety (Police or Fire) shall have the authority to enact the emergency plan.

During Normal Business Hours
When the outdoor warning sirens sound or as directed by a member of Public Safety (Police or Fire), all employees and visitors will move to the Police Department Locker Rooms as the primary shelter area. If the primary site is full, then the stairwell will be utilized as the secondary location, as determined by a member of Public Safety.

If non-staff members are present in the Municipal Center, staff should direct them to move to the designated area.

A member of Public Safety will notify all areas when the situation has become stable and all persons may return to normal activities.

During Non-Business Hours
A member of Building Maintenance will guide all groups to the Police Locker Rooms and remain with the group until the situation has become stable. When weather has been determined safe, the Building Maintenance person will allow the groups to return to their normal activities.

Responsibilities
If necessary, the Department Head or the Department Head's designee will determine accountability of their respective group and/or other departments. A member of Public Safety will gather names of the individuals at all shelter sites to determine personnel accountability.

A member of Public Safety will make a sweep of the Municipal Center to ensure that all employees and any of the general public have evacuated to the shelter area.

Field Employees
During an actual severe weather incident, City personnel working outside of a City building, should seek shelter based on their respective Department's severe weather plan or in an area that they feel creates the safest environment.

Human Resources10.8 Housekeeping

All employees need to assume a share of the responsibility in maintaining a high standard of cleanliness and orderliness, and cooperate in maintaining safe, healthful, and sanitary conditions in all work areas. A clean work area will make your work more pleasant and help maintain the high standards of quality necessary to meet the professional requirements of the City's services.

SECTION 11 USE OF CITY PROPERTY

All staff members are responsible for the safekeeping and proper care of all property used by them and belonging to the City. Property shall only be used for official purposes and in the capacity for which it was designed.

City employees shall have no expectation of privacy in any property or equipment of the City, including, but not limited to, offices, cubicles, desks, files, vehicles, filing cabinets, voicemail, text messages on City-paid cellular telephones, computers, laptops, tablets, desk phones, e-mails, electronic media/devices of any kind, or any other type of equipment, property, or space provided by the City. Except when accessed by the Police Department for law enforcement purposes, any such property or equipment may be accessed by the City at any time, for any purpose, with or without notice to the employee, and with or without reasonable suspicion.

11.1 Public Information

All staff members shall become familiar with and must comply with all applicable laws dealing with public and non-public information. Misuse and improper disclosure of public or non-public information is prohibited and may result in discipline, up to and including termination.

11.2 Telephone Use

Proper use of telephone communication is required. Always use a professional tone of voice and treat others with respect and professionalism. Voicemail messages should be returned as soon as possible or within one business day. In the event that additional response time is needed, a courtesy call should be made to acknowledge the caller's message and timeframe for following up. Frequent personal use of the telephone is not permitted and may result in discipline, up to and including termination.

Discussion regarding returning calls in 1 business day – or a courtesy call – where this should be in the policy.

11.3 Information Technology Policy

Add to this section something about Cloud Infrastructure – storage

Commented [CL12]: Still need to address this with IT

Purpose
The purpose of the City of Ramsey IT Policy is to set standards to protect the City's IT systems from business interruption, unauthorized or inappropriate access, and to maintain network security. The policy is to be adhered to by all users who have access to or use any Ramsey IT systems, both on-premise or remote. IT systems include, but are not limited to, computers, e-mail, Internet access, printers, phones, mobile devices and various software, etc.

Violation of Policy
Violations of this policy will be addressed consistent with the City's Personnel Policy or union contract and may include revocation of permission to use the City's IT systems, discipline up to and including termination, and/or criminal charges, depending on the nature of the violation.

Exceptions
Exceptions to the following policy will be made on a case-by-case basis and only after review by the Department Head and IT Manager followed by approval by the City Administrator.

GLOSSARY OF TERMS

- **Electronic Mail (e-mail):** A network application that allows users to exchange messages over communications networks with other users.
- **Information Technology (IT) Systems:** Includes, but not limited to, computers, printers, software applications, e- mail, Internet, telephone, cell phones, Wi-Fi, etc.
- **Pass Phrase:** A longer password that can include all written characters, including spaces. Passphrases are usually easier to remember, and, due to their length, are more secure.
- **Social Networking Sites:** Sites that focus on building online communities of people who share interests and activities and/or exploring the interests and activities of others. Examples of social networking websites include Facebook, LinkedIn, Snapchat, Twitter, etc.
- **Software:** Software includes the operating system and all utilities that enable the computer to function. Application software includes programs that do real work for users (i.e., word processors, spreadsheets, and database management systems).
- **Users:** Persons that utilize any IT systems, applications, devices, or other City-managed technologies.

INFORMATION TECHNOLOGY USE

Access
All users must be authorized to use City IT systems by their Department Head, supervisor, and IT Manager. All users must complete annual security training to maintain access to all IT systems. Failure to complete training may put the user in violation of the IT/Personnel Policy (see Violation of Policy section).

Auditing
The City of Ramsey reserves the right to monitor and audit use of its IT systems at any time without the user's consent. An audit may result in the removal of hardware and/or software not compliant with this policy, revocation of permission to use the City's IT systems, employee discipline, up to and including termination, and/or criminal charges, depending on the nature of the violation.

Reporting
Users should notify their immediate supervisor, the IT Manager, Human Resources, or the City Administrator upon learning of violations of this policy.

Commented [JF13]: Move to Violation of Policy section?

Expectation of Privacy
As discussed above, all City-owned equipment and Information Technology Systems, including e-mail, are City property and subject to inspection by the City at any time, without notice, and for any reason or no reason at all. Users should have no expectation of privacy. In addition, the City is subject to the Minnesota Government Data Practices Act and other laws governing the collection, storage, use, and disclosure of data. All files and documents, including personal messages and internet logs, created, received, collected, or generated by City employees or using the City's Information Technology Systems are subject to those laws and may be disclosed in certain circumstances without the permission of the employee or user.

Hardware and Software Acquisition
The IT Manager must approve all hardware and software prior to acquisition to ensure consistency with the design and architecture of the City's IT network, with absolutely no exceptions. Users are prohibited from installing, downloading, purchasing, subscribing, or acquiring both hardware and software, including product demonstrations, without prior approval from the IT Manager. Software applications not required for official City business are strictly prohibited. Attempts by employees to manipulate City hardware, networking systems, security systems or appliances, or licensed software or apps, outside of approved updates, are in direct violation of this policy.

Commented [JF14]: Added some language here to clarify acquisition of technology responsibilities.

Installation and Downloads
Installation or download of unapproved programs can potentially damage files, a user's PC, or infect systems City-wide, which could cause cessation of daily operations. Users are expected to coordinate with IT when new software is needed so that said software can be vetted, licensed, and maintained. In order to maintain system security, users are encouraged to accept updates pushed out by IT to currently authorized programs such as Adobe Acrobat, Microsoft Office, and other previously installed software.

Licensing
To ensure license compliance, all software must be purchased by and licensed to the City.

- Development**:** Any software programs (i.e., custom-designed Microsoft Access databases, etc.) developed for use by the City become the property of the City. Software programs may not be sold or distributed without prior approval.
- Home: City-owned software may not be loaded on non-City owned equipment unless there is prior approval of the Department Head and the IT Manager.
- Copyright Laws: City users are required to abide by software and documentation copyright laws and licensing agreements. Questions about the legality of the software and documentation should be directed to the IT Manager. At no time should any users make copies of City-owned software and documentation. To prove legal ownership of software, the City must have the original media and manuals stored on City property. The IT Manager will periodically check for software that may be in violation of the above policy.

Data Management and Protection

- **Minnesota Data Practices Act:** Under the provisions of the Minnesota Data Practices Act, all data stored on computer media owned, leased, or rented by the City is considered City property. The data is subject to the Minnesota Data Practices Act, which governs its use, dissemination, and classification. All data is also subject to review and investigation at the discretion of the City Administrator, Department Heads, IT Manager, and/or law enforcement. The City Clerk should be contacted with questions regarding the classification of public and private data.
- **Data Ownership:** All information developed or introduced to a City technology system by a user in conjunction with employment with the City is the property of the City.
- **Data Storage:** All City data must be saved to a network drive on a City server.
- **Data Deletion:** Users are responsible for deleting outdated files that are no longer needed, in compliance with of the City Records Retention Schedule. This includes data files and e- mail messages. The City Clerk should be contacted with questions regarding the City Records Retention Schedule.
- **Data Backup:** Backups are performed on all data stored on the file servers. Workstation hard drives or any other devices are not backed up. Data stored on local machines are the responsibility of the user.

Portable Information Systems
Laptop computers, cameras, tablets, and other City-owned portable equipment may be used for City business outside of City facilities. When devices such as these are in the hands of employees, they are expected to provide appropriate "common sense" protection against theft, accidental breakage, environmental damage, and other risks. Desktop computers, desk phones, and other attached devices are not to be removed from City buildings. The user is responsible for backing up or any loss of data stored on the standalone or portable computer. Users are expected to contact IT or their supervisor within a reasonable timeframe when any City devices or access cards are lost or stolen.

City-Issued Cellular Phones
Department Heads may acquire cell or smartphones for employee use when the expense and use is justifiable in terms of improved service and responsiveness to citizens or other employees. Department Heads are responsible for that justification, both initially and on an ongoing basis. Cell phones should be provided only when required for the employee to perform essential functions of their job. Simple convenience is not an adequate justification. All cell phones used for City business may be subject to being placed into a Mobile Device Management system (MDM) to be centrally managed, set up, protected, and erased by IT Staff.

A Department Head may authorize employees to voluntarily use their own personal phone for City business at theown expense.

The use of public resources by City employees for personal gain and/or private use, including but not limited to outside employment or political campaign purposes, is prohibited. Incidental and occasional personal use may be permitted with the consent of the direct supervisor, but only when it doesn't interfere with work duties. Personal calls made by employees on a City-provided cellular phone should only occur when absolutely necessary, must not interfere with

working operations, and should be completed as quickly as possible. Department Heads may prohibit employees from carrying personal cell phones during working hours if they interfere with the performance of their job duties.

Employees should always use proper safety procedures when using a cell phone, especially while operating equipment, driving on City business, or performing similar duties. City employees should only use a cell phone while operating a motor vehicle as permitted by Minnesota State law.

All Department Heads and supervisors are responsible for enforcing this policy within their departments and divisions.

Mobile Hot Spots/Tablets
Department Heads may provide mobile hotspots or tablets to staff as needed. They are responsible for providing justification for the use of such devices, both initially and on an ongoing basis.

Electronic Mail (E-mail)/SMS (Text) Messaging Systems
E-mail messages and text messages are subject to regulation under the Minnesota Data Practices Act. The content of the message determines whether it is public or non-public/private. Both methods are intended as communication mediums, not for permanent storage or maintenance of official City records or other City information.

Inappropriate non-business use of the City e-mail systems and cell phones include, but is not limited to:

- Transmission of non-business audio, graphic or movie files.
- Games, jokes, and chain emails.
- Content of an offensive, indecent, or pornographic nature.
- Copyrighted material.
- Large data files not directly related to City business.

Such items must not be sent or accepted as e-mail attachments, as they may system performance or pose a security risk. Users should report any inappropriate or unsolicited e-mail messages to the IT department by taking a screenshot or contacting IT by phone.

Users must practice the utmost respect while texting and may not use text messaging, e-mails, or other City-provided communication systems to harass employees, citizens, or other individuals. Such actions constitute harassment and are subject to investigation and disciplinary action under the City's Anti-Harassment Policy.

The City reserves the right to use management software to block or eliminate junk e- mails (SPAM), marketing emails, phishing emails, and emails containing profanity or other inappropriate content without notice.

When utilizing City email, messaging systems, services, or devices, users must adhere to applicable local, state, and federal laws, including the CAN-SPAM Act, to the best of their ability.

Internet

The Internet is available to users for research, education, and communications directly related to the mission, charter, or work tasks of the City. Users must honor copyright laws regarding protected commercial software or intellectual property. Internet use through City IT systems must minimize unnecessary network traffic to ensure effective use of shared resources. Users are expected to adhere to City standards while browsing the Internet. Failure to do so constitutes a violation of this policy and may result in legal and financial liabilities.

The City retains the right to use management software to monitor and limit Internet activity by end users.

Prohibited Use

This list includes, but is not limited to engaging in illegal activities, profit or commercial activities, or outside employment. Any other public office or employment that is incompatible with City employment responsibilities, as determined by the City Administrator, is also prohibited. Additional prohibited uses include wagering, betting, or selling chances; annoying or harassing others; and participating in fundraising activities unless explicitly approved by the City. Political or religious activities, unethical behavior, and accessing or distributing pornographic, obscene, or indecent images or content are strictly forbidden. Furthermore, users may not forward junk emails, advertisements, or chain emails, as these actions violate the policy on appropriate use of its technology systems.

Personal Use

- The City of Ramsey offers users the privilege of personal use of its technology. Personal use is allowed under the following guidelines and only during break times or before/after normal business hours:
  - Users must obtain approval from their immediate supervisor prior to personal use of IT systems.
  - Only City users are to use the computers and computer-related peripherals.
  - Users must use their own media (e.g., flash drives, CDs) and paper.
  - No personal files or data are to be stored on the City network.
  - Users must not use IT systems for items listed above in **Prohibited Use**.
- E-mail: E-mail may, on a very limited basis, be used for personal correspondence, as long as it does not interfere with the normal duties of the employee and the above-listed guidelines are followed. Using the City Internet e-mail to participate in any kind personal listservs or broadcast mailing list is prohibited.
  Desk Telephones: Desk telephones may be used for short, infrequent personal use, as long as it does not interfere with the normal duties of the employee and the above guidelines are followed. Personal long-distance calls from a City land line are prohibited.

Commented [JF15]: Kind of covered this in the above email section.

- Copiers, Fax Machines, and Printers: Users must reimburse the City of Ramsey for personal copies, faxes, and print requests at the rate listed in the City fee schedule. Personal use fees must be reimbursed within 24 hours from the date the expense was incurred.

Personal Social Networking on City-Owned Equipment
Individuals must not use City-owned or operated equipment to post to personal sites, including social networking sites, except during break times or before/after work.

Commented [JF16]: Moved language to the LMC Social media section near the top of the document.

Personal Social Networking while off duty and the City's Responsibility
The City of Ramsey has a duty to protect the reputation of the organization and its employees, as well as guard against liability and potential legal risks, regardless of when and where social networking activity occurs. With this in mind, employees must use social media in a manner that adheres to the following guidelines:

- Individuals should use discretion when engaging on social networking sites or apps.
- Individuals shall not imply they are speaking or acting on behalf of the City of Ramsey or presenting its interests.
- Individuals are not permitted to display the City of Ramsey logo on any part of their online profiles.
- Individuals must not port non-public or confidential information, such as personnel data, medical information, claims or lawsuits against the City, or information about coworkers, without obtaining the express written consent of the individuals involved.
- Individuals who use personal social media accounts are not immune from the law.

All users of social networking should be aware that the content of these sites can be subpoenaed and used in criminal and civil trials. Individuals have no reasonable expectation of privacy when social networking, and personal social media accounts are subject to all pertinent City of Ramsey polices, as well as local, state and federal laws.

Content that violates existing City policies – such as hate speech, bias, discrimination, pornography, libelous, or otherwise defamatory content - will not be tolerated. Individuals are prohibited from using social networking sites to harass or attack others, including coworkers or those associated with the City of Ramsey.

Commented [JF17]: This language is kind of covered by the LMC language provided. We can probably get rid of this.

City Facebook Page or Other City Social Networking Sites

- Authorized City staff responsible for updating social media sites must exercise the greatest care to portray the City in the best light possible.
- If the author of a given post is quoting another individual's comments, the comments must be explicitly identified as a quote using quotation marks.
- In general, all posts should be reviewed by a supervisor and communications staff. If there is any doubt regarding the appearance, tone, or interpretation of a post, staff shall have the post reviewed by the City Administrator before proceeding.
- All posts to the City's social media sites and other official City publications must comply with these policies.

INFORMATION TECHNOLOGY SECURITY

Purpose
To ensure the security of, protect, and allow only appropriate access to City of Ramsey IT systems and resources.

Logins and Passwords
All users must use and maintain login credentials for computer and network-related access. These credentials are not to be shared with others. Multi-user or generic login IDs are permissible only in special circumstances approved and maintained by IT. User login credentials must adhere to the requirements set forth by the Logis Member Security Policy. Password requirements are displayed on computer login screens. Longer passphrases can be used to increase the change interval.

Passphrases of 20 characters or more are exempt from some complexity requirements and can be renewed once every 365 days.

Appropriate network access shall be assigned by the IT department to each user. Login credentials are not to be shared with anyone. New passwords should avoid easily guessed items; for example, birthdays, family names, or pet names. If an employee forgets their password or suspects that their password's security has been compromised, they should contact the IT department immediately.

Physical Security

- City users are expected to provide reasonable security to their computer workstations and related IT equipment. This includes ensuring that passwords are not written down in accessible places, removable media must be kept in a secured area, and confidential data is not displayed in a manner that unauthorized personnel can view it.
- All IT equipment is City property, and users may not move IT equipment outside of its assigned area without prior approval from the IT department. Portable equipment, such as projectors, laptop computers, and digital cameras, may be removed from City buildings only for City business by employees. Users are expected to provide appropriate "common sense" protection against theft, breakage, environmental damage, and other risks.
- Users are required to log off computer workstations when absent for an extended time, such as the end of the day. Users may, however, "lock" their workstation instead when absent for a short period of time, such as during a meeting or over lunch. All computers will lock after 15 minutes of inactivity.

Virus Protection
All computer workstations, laptops, and servers must be protected from viruses using up- to-date antivirus software. Users may not alter their system's configuration or take other steps to defeat security applications, appliances, or systems. All files on removable media must be scanned for viruses before being installed onto or accessed from City computer equipment. It is the employees' responsibility to immediately report any suspect files, malicious actors, phishing emails, or viruses to the IT department for proper handling.

Wireless Access
Unauthorized wireless access into the City's computer network is strictly prohibited. Wireless access is defined as, but not limited to, 802.11 (Wi-Fi), Bluetooth, and cellular technologies. Users may not attempt to scan, connect to, or install any wireless computing device on City equipment or property. Wireless access must be authorized and configured by the City's IT department. Any authorized wireless access must utilize standards-based encryption and conform to adopted security practices as governed by LOGIS and/or state and federal government guidelines.

Artificial Intelligence
Approved use of Artificial Intelligence (AI) tools within the City of Ramsey must be authorized by the IT Manager and City Administrator. Upon approval, employees may use low-risk data with AI technology tools to perform work-related tasks. Low-risk data is defined by Minnesota Statutes Chapter 13 as "Public" and is intended to be available to the public. Employees should assume that developers of AI tools will retain all data entered into the tool. Sharing of medium or high-risk data could be considered a data breach and may be subject to disciplinary action. Employees who are unsure whether the data you enter into AI applications is classified as public data should consult the City Clerk or IT Manager. All data created with the use of AI must be retained in accordance with the City's records retention schedule.

11.4 Vehicle Use Policy

This policy applies to all employees who drive a vehicle on City business, whether driving a City-owned vehicle or their own personal vehicle. The City expects all employees who are required to drive as part of their job to drive safely and legally while on City business and to maintain a good driving record.

The City will examine driving records once per year for all employees who are covered by this policy to determine compliance. Employees who lose their driver's license or receive restrictions on their license are required to notify their immediate supervisor, who will then notify Human Resources, on the first workday after any temporary, pending, or permanent action is taken on their license and to keep their supervisor informed of any changes thereafter. The City will determine appropriate action on a case-by-case basis.

The intent of this policy is to ensure appropriate use of City vehicles by municipal employees and to ensure a clear understanding of this policy.

b. Work-related conferences, schools, seminars, and meetings: Training opportunities during the regular work shift within a 40-mile distance of the work location is considered an acceptable work-related activity, provided the vehicle will be returned to the work site either during or shortly after the completion of the shift.

c. Out-of-town and overnight conferences and schools: For travel lasting than one workday, the employee is to utilize a non-fleet vehicle, the use for which will be compensated at the approved rate. Alternatively, upon prior approval of the City Administrator, the

employee may use a vehicle previously determined as an excess vehicle by the City Council.

d. Lunch hours and authorized breaks: When an employee is scheduled to work at a site other than their normal reporting location, use of a City vehicle for travel within five miles of the said work location shall not be considered personal use.

e. Overnight use: All municipal vehicles must be returned to their designated work location by the end of the work shift unless prior written authorization has been received from the City Administrator.

f. Personal use: Personal use of City vehicles by City employees or elected officials is prohibited without the express written consent of the City Administrator or the City Administrator's designee.

11.5 Telecommuting / Remote Work Policy

Definition
Telecommuting is a work arrangement where an employee works from home or another remote work site away from the primary, traditional work place.

Consideration
Consideration for telecommuting arrangements may be made on a case-by-case basis and only in situations where the employee can demonstrate a benefit to the City. Telecommuting is not appropriate for all employees, it is not a citywide benefit or entitlement, it does not alter the terms and conditions of employment with the City, and is not a substitute for dependent care.

Participation
Full-time and part-time employees may apply to participate. To be considered, employees must have successfully completed probation, received a satisfactory rating on their last performance evaluation, and have not had disciplinary action taken against them during the past year. Seniority will not be a determining factor in selecting employees to participate in this program. The City Administrator and Department Head must agree to all telecommuting arrangements, and the arrangement may be revoked at any time for any reason.

Part-time employees must have a regular schedule in which they would otherwise work five days per week in the office for at least 28 hours per week. If approved, part-time employees may not work more than one day per week remotely.

General Eligibility

- **Eligible Employees:** Employees working in the office at least 28 hours per week, five days per week, as their primary role.
- **Ineligible Employees:** Employees working in the office less than 28 hours per week, or those working primary role involves fieldwork.

- All requests meeting the eligibility requirements of this policy will be considered based on individual circumstances; there is no guarantee of approval based on job class.

Application Process
The telecommuting application must be completed, detailing how the telecommuting arrangement will benefit the City. All applications must be signed by the Department Head and then forwarded to Human Resources. The Department Head, Human Resources, and the City Administrator will evaluate the application to determine whether it will be approved or denied. Approval is at the sole discretion of the City Administrator. The Department Head will then meet with the employee to communicate the decision. The Department Head is responsible for ensuring adequate coverage in the office.

Telecommuting Program
It is recommended that employees who telecommute do so for a maximum of two days per week or on a short-term project basis. The telecommuter and the Department Head should agree upon a regular schedule of work hours and work location. Following the agreed-upon work schedule is necessary to ensure maximum accessibility. If needed, the employee must be willing and able to return to the primary workplace at the request of the Department Head, with minimal notice, ideally later that day, but typically not exceeding 48 hourshours' notice.

An employee's salary, benefits, and job responsibilities will not be affected by participating in telecommuting. Overtime must have prior approval. A remote work site is considered a City workspace; therefore, the employee continues to be governed by applicable City policies, procedures, and practices.

The Department Head and telecommuter must establish an agreed-upon schedule for the telecommuter to contact the office to report progress.

The telecommuting program and associated projects must have measurable objectives. For example, tasks such as writing a section of a manual, working on a special project, processing regular business, or preparing spreadsheets and financial analyses may benefit from being completed outside of the "office environment" for improved efficiency.

Telecommuters may be assigned a different workstation space at the office if it is determined that such a rearrangement better suits office coverage needs arising the telecommuting agreement.

Employees must adhere to the following requirements and conditions:

- Maintain in-office days as full days in accordance with the employee's normal schedule; without splitting time between the office and remote location.
- Be available for virtual meetings, including webcam participation, as well as impromptu meetings that may arise.
- Be available for telephone, email, or other communication at all times during scheduled work hours.

- Respond promptly to telephone calls and messages as if working in the office, with a maximum response time of 15 minutes, unless the employee is on break or in a virtual meeting.
- Connect their computer to the City network for the entirety of the workday.
- Maintain an updated Outlook calendar at all times.
- Notify the direct supervisor and direct reports promptly if any unavoidable changes occur to the work schedule.
- Agree to all costs associated with telecommuting, including internet access and ancillary equipment, such as printers.
- Take all precautions necessary to secure confidential and proprietary information and prevent unauthorized access to any City system.

Equipment
If an employee is approved for telecommuting the City shall provide the telecommuter a City-issued computer equipped with Virtual Private Network (VPN) and softphone software that allows the telecommuter to make and receive phone calls form their City-assigned office phone number. The telecommuter must have access to any required technology to complete their tasks, such as virtual meeting software and hardware, financial software, agenda software, and other necessary tools. If the telecommuter desires a printer or other computer equipment, the cost of the equipment, maintenance, repair, insurance, electricity, and/or phone lines will be the employee's responsibility unless otherwise approved by the City Administrator. The cost of installing and licensing software will be covered by the City, provided a software license already exists for that particular user.

Due to security concerns, telecommuters are prohibited from using personal computers for telecommuting purposes. The City assumes no liability for loss, damage or wear of employee-owned equipment. If the IT Division determines that the telecommuter is using a computer with software installed that is not properly licensed and/or does not receive virus protection, the telecommuting agreement may be terminated, and disciplinary action may be followed as outlined in the Personnel Policy and union contracts.

City supplied software and hardware shall include the following:

- A computer (desktop or laptop)
- Virtual Private Network (VPN)
- Softphone or Cell Phone software to "twin" with office phone
- Customary desktop software

Insurance
The employee will be covered by Worker's Compensation while working at the designated telecommuting address during the hours specified in the Telecommuting Application. The City of Ramsey's liability is limited to injuries directly resulting from work and occurring in the designated work area. Claims will be handled according to standard Workers' Compensation procedures. If injured while telecommuting, the employee must follow the established procedures for reporting the injury. Family members, visitors, or others present at the telecommuting address are not covered by the City's Workers' Compensation program, and the City assumes no liability for injuries of these individuals.

Telecommuters working at home are required to maintain a designated workspace. With advance notice, the City may visit the work site to ensure that safe working conditions exist. For projects involving extensive computer use, employees may request a ergonomics evaluation of their workspace by one of the City's trained ergonomics assessors.

Expenses
The City will not reimburse the employee for expenses incurred to participate in telecommuting. This includes costs related to equipment, utilities, supplies, and furniture. However, the City will provide a reasonable supply of basic office items, such as pens, paper, post-it notes, and paper clips, for use by the telecommuter.

Travel time from the employee's home to the regular workplace is not compensable, even if the employee is schedule to telecommute on the same day.

SECTION 12 DRUG-FREE WORKPLACE

In accordance with federal law, the City of Ramsey has adopted the following policy on drugs in the workplace:

a) Employees are expected and required to report to work on time and in appropriate mental and physical condition. It is the City's intent and obligation to provide a drug-free, safe and secure work environment.
b) The unlawful manufacture, distribution, possession, or use of drugs on City property or while conducting City business is absolutely prohibited. Violations of this policy will result in disciplinary action, up to and including termination, and may have legal consequences.
c) The City recognizes drug abuse as a potential health, safety, and security problem. Employees needing help in dealing with such problems are encouraged to use their health insurance plans, as appropriate.
d) Employees must, as a condition of employment, abide by the terms of this policy and must report any conviction under a criminal drug statute for violations occurring on or off work premises while conducting City business. A report of the conviction must be made within five days after the conviction as required by the Drug-Free Workplace Act of 1988.

12.1 Drug, Alcohol, and Cannabis Testing and the Drug-Free Workplace Act

POLICY FOR NON-COMMERCIAL DRIVERS (NON-DOT)

Purpose and Objectives
The City of Ramsey ("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 Ramsey does not intend to intrude into the private lives of its employees, but strongly believes that a drug, alcohol and cannabis-free workplace is in the best interest of employees and the public alike. Alcohol, drug, and cannabis 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 Ramsey 's Drug, Alcohol and Cannabis 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 (CDL) 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 they understand 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 employees for alcohol and/or drugs, including cannabis, under 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 drug test, and/or an alcohol or cannabis test, if applicable, among other conditions. The City will not request or require a job applicant to undergo cannabis testing related to "lawful consumable products" pursuant to Minn. Stat. § 181.938, including alcohol, cannabis, lower-potency hemp edibles, and hemp-derived consumer products, except with respect to the categories of positions listed below in the definition of "Drug" or if otherwise required by state or federal law. If the job offer is withdrawn based drug test results, the City will inform the applicant of the reasons for the withdrawal. A failure of the drug or other applicable tests, 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 except for those designated by the hiring department as safety-sensitive positions.

2. Reasonable Suspicion Testing:
Consistent with Minn. Stat. § 181.951, subd. 5, employees will be subject to alcohol and/or drug testing, including cannabis testing, when reasonable suspicion exists to believe that the employee:

- Is under the influence of alcohol, drugs or cannabis; or
- Has violated written work rules prohibiting the use, possession, sale or transfer of drugs, alcohol, or cannabis, 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, drugs or cannabis 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, drugs or cannabis 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, blood or oral liquid testing 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 the Administrative Services Director or the Administrative Services Director's designee of any criminal drug statute conviction for a violation occurring in the workplace no 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.

3. Treatment Program Testing:

In accordance with Minn. Stat. § 181.951, subd. 6, the City may request or require an employee to undergo drug, alcohol, or cannabis testing, if the employee has been referred by the City for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan. In such a case, the employee may be requested or required to undergo drug or alcohol testing, including cannabis testing, without prior notice during the evaluation or treatment period and for a period of up to two years following completion of any prescribed chemical dependency treatment program.

4. Routine Physical Examination Testing:

The City may request or require an employee to undergo drug and/or alcohol testing—but not cannabis testing, except for the categories of positions listed above for which cannabis is considered a drug or unless otherwise required by state of federal law–as part of a routine physical examination. The City, in accordance with Minn. Stat. § 181.951, subd. 3, will request or require this type of testing no more than once annually, and the employee will be provided with at least two weeks' written notice that the test will be required as part of the physical examination.

5. Random Testing:

In accordance with Minn. Stat. § 181.951, subd. 4, the City may require an employee to submit to random drug, alcohol, and cannabis testing, if the employee is in a safety-sensitive position.

Right of Refusal

Employees and job applicants have the right to refuse to submit to an alcohol, drug, or cannabis 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 alcohol or cannabis 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 and/or alcohol testing, including cannabis testing, of a blood sample will not be considered to have refused testing, unless the employee or job applicant also refuses to undergo drug, alcohol, or cannabis testing of a urine or oral liquid sample.

Cost of Required Testing
The City will pay for the cost of pre-employment, post-accident, random, and reasonable suspicion alcohol and drug 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.

PROBITION AGAINST DRUGS 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, including cannabis, or drug paraphernalia, while on duty; while 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 drugs 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, edibles or beverages containing cannabinoids, 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. Likewise, the fact that cannabis may be lawfully purchased and consumed does not permit anyone to use, possess, or be impaired by them here. The federal government still classifies cannabis as an illegal drug, even though some states, including Minnesota, have decriminalized its possession and use. There is no acceptable concentration of marijuana metabolites in the blood or urine/oral

liquid 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, alcohol and cannabis testing policy.

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 by Alcohol, Drugs or Cannabis
Employees are prohibited from being under the influence of alcohol or drugs, including cannabis, or having a detectable amount of an illegal drug in the blood, urine or oral liquid when reporting for work; while on duty; while 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 drug 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 Drug Convictions
Any employee convicted of any criminal drug statute must notify their supervisor and the Administrative Services Director or the Administrative Services Director's designee in Human Resource in writing of such conviction no later than five days after such conviction. Within 30 days after receiving notice from an employee of a drug-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 drug 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 Drugs
Employees taking a lawful drug, including prescription and over-the-counter drugs or cannabis, 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 their physician or pharmacist regarding medication and any job performance impairment and relay that information to their 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.

Notification of Positive Test Results
In the event of a confirmed positive blood, urine or oral liquid alcohol drug, or cannabis test result, the City will notify the employee of a positive 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 drug, alcohol, or cannabis 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 drug 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, alcohol, or cannabis he or she will not be subject to the testing procedures of this policy but 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, drugs or cannabis 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 Ramsey 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 or cannabis 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.

City's Employee Assistance Program
The City has in place a formal employee assistance program (EAP) to assist employees in addressing serious personal or work-related problems at any time. The City's EAP provides confidential, cost-free, short-term counseling to employees and their families. Employees who may have an alcohol, cannabis, or other drug abuse problem are encouraged to seek assistance before a problem affects their employment status. Employee assistance program services are available by contacting your health insurance company or as listed on the City's employee intranet site.

Policy Contact for Additional Information
If you have any questions about this policy or the City's drug, alcohol and cannabis testing procedures, you may contact the Administrative Services Director or the Administrative Services Director's designee to obtain additional information.

By this policy, the City of Ramsey 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.

Cannabis: Means cannabis and its metabolites, including cannabis flower, cannabis products, lower-potency hemp edibles, and hemp-derived consumer products.

Cannabis testing: 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 cannabis in the sample tested.

City: Means the City of Ramsey.

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, oral liquid and/or blood to be analyzed for the presence of drugs and alcohol.

Confirmatory test: Means a drug, alcohol or cannabis test on a sample to substantiate the results of a prior drug, alcohol test or cannabis 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: Includes any "controlled substance" as defined in Minn. Stat. § 152.01, subd. 4, and also includes all cannabinoids, including those that are lawfully available for public consumption that do not otherwise qualify as being a "controlled substance" as defined in Minn. Stat. § 152.01, subd. 4. Cannabis and its metabolites are considered a "drug" for positions in the following categories, regardless of the kind of testing involved: safety sensitive positions; peace officer

positions; firefighter positions; positions requiring face-to-face care, training, education, supervision, counseling or medical assistance to children, vulnerable adults or patients receiving treatment, examination or emergency care for a medical, psychiatric or mental condition; positions requiring a commercial driver's license or requiring the employee to operate a motor vehicle for which state or federal law requires drug or alcohol testing; positions funded by a federal grant; or other positions for which state or federal law requires testing of a job applicant or employee.

Drug and/or alcohol testing, and drug and/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 and alcohol testing," "drug or alcohol testing," and "drug or alcohol test" do not include cannabis or cannabis testing, unless stated otherwise.

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, alcohol, or cannabis 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, drugs, cannabis 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.

Random selection basis: Means a mechanism for selection of employees that (1) results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected, and (2) does not give an employer discretion to waive the selection of any employee selected under the mechanism.

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, alcohol, and/or cannabis usage would threaten the health or safety of any person.

Under the influence: Means (1) the employee tests positive for alcohol drugs, or cannabis 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.

POLICY FOR DRUG, ALCOHAL AND CANNABIS TESTING FOR COMMIRECIAL DRIVERS (DOT)

Purpose and Objectives
The City of Ramsey ("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.

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 and Federal Motor Carrier Safety Administration (FMCSA) regulations will take precedent over this policy to the extent the policy has not incorporated those revisions.

Persons Subject to Testing and 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.

An applicant must provide consent to the City, and successfully pass a full query of the Federal Motor Carrier Safety Administration's Clearinghouse. In addition, at least once a year, the City will conduct a limited query of the Clearinghouse for each currently employed CDL driver. If the limited query reveals that the Clearinghouse has information about resolved or unresolved drug and alcohol program violations by a candidate or current employee, he or she will be asked to provide electronic consent to a full query of the Clearinghouse (unless he or she has previously provided electronic consent). In the event a full query of the Clearinghouse reveals unresolved violation information for a candidate or current employee, the driver will not be permitted to perform safety-sensitive functions, including the operation of a Commercial Motor Vehicle and, in the case of a candidate, may have their conditional offer of employment rescinded or, in the case of a current employee, may be subject to discipline.

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 or oral liquid 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/oral liquid 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.

Federal law requires the City to test at a rate of at least fifty percent (50%) 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 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.

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 or compensatory time off 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 an including termination. In accordance with the Federal Motor Carrier Safety Administration's (FMCSA) Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse reporting requirements, beginning January 6, 2020, the City will report a driver's refusal to submit to a DOT test for drug or alcohol use to the Clearinghouse within three business days. 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 or oral liquid 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 or oral liquid 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/Oral Liquid Sample or Breath Test
A driver altering or attempting to alter a urine/oral liquid oral sample or controlled substance test, or substituting or attempting to substitute a urine/oral liquid 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, oral liquid or blood sample 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.

In addition to the conduct prohibited by applicable DOT and FMCSA regulations, the City also maintains other applicable policies regarding drug and alcohol that are applicable to all employees. For specifics regarding those requirements, refer to the City's policy for non-DOT related drug and alcohol policy.

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/oral liquid 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 their 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, their 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 or oral liquid 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/oral liquid 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/oral liquid 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/oral liquid, 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 leave or compensatory time off leave, 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 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, there 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.

Reporting to the FMCSA's CDL Drug and Alcohol Clearinghouse

In accordance with the Federal Motor Carrier Safety Administration's (FMCSA) Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse reporting requirements, the City will report the following information to the Clearinghouse within three business days:

- A DOT alcohol confirmation test result with an alcohol concentration of 0.04 or greater;
- A negative DOT return-to-duty test result;
- The driver's refusal to submit to a DOT test for drug or alcohol use;
    - Actual knowledge a driver has used alcohol or controlled substances, based on the employer's direct observation, information provided by the driver's previous employer(s), a traffic citation for driving a CMV while under the influence of alcohol or controlled substances, or an employee's admission of alcohol or controlled substance abuse except as provided in § 382.121) of:
        - On duty alcohol use pursuant to § 382.205;
        - Pre-duty alcohol use pursuant to § 382.207;
        - Alcohol use following an accident pursuant to § 382.209;
        - Controlled substance use pursuant to § 382.213;
- Employers will also report negative return-to-duty (RTD) test results and the successful completion of a driver's follow-up testing plan as ordered by a SAP.

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. Beginning in 2020, the City will be required to query and report to the agency's Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse prior to hiring new drivers, will conduct annual checks of existing CDL-drivers, and will report certain violations of the DOT drug and alcohol testing program for holders of CDLs. 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 Administrative Services Director or the City Administrator to 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 Ramsey.

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/oral liquid 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, whoever 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, opioids, (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.

SECTION 13 ACKNOWLEDGEMENT OF RECEIPT OF THE PERSONNEL POLICY

I acknowledge that I have received a copy of the City of Ramsey Personnel Policy. I understand that this document contains important information regarding the City's general personnel policies and my privileges and obligations as an employee. I will familiarize myself with the personnel policy within five (5) business days. I understand that I am governed by the contents of the policy. I further understand that the personnel policy is not an employment contract and that the City may change, rescind or add to any policies, benefits, or practices at its sole discretion with or without advance notice.
~~; however, following City Council approval, revisions will be provided to employees.~~

_____ _____
Employee's Signature Date

_____
Employee's Name (typed or printed)

_____ _____
Witness' Signature Date

_____
Witness' Name (typed or printed)

PERSONNEL POLICY

Adopted November 26, 2024 ~~March 13, 2018~~
Effective January 1, 2025

Dear City of Ramsey Employee:

The City of Ramsey is a vibrant, growing community that promotes excellence in everything we do and we are pleased to have you on our team.

As part of our team, you are expected to ~~behave~~ conduct yourself in a consistent manner with the City's mission and vision, core values, guiding principles, and this personnel policy.

This personnel policy was prepared to generally describe the terms, conditions, benefits, rights, and responsibilities of employment. The application of specific sections of this policy to any particular situation may depend on the specific facts or conduct at issue. It is your responsibility to become familiar with this personnel policy within five (5) business days of receiving it. Upon receipt of the personnel policy, you must sign the last page of the policy, entitled "Acknowledgement of Receipt of the City of Ramsey Personnel Policy," and submit it to the Human Resources Office.

I hope you will find the policy informative and useful in making the most of the many opportunities available to you as a City employee.

Should you have questions regarding the personnel policy or any aspect of your employment relationship with the City, please feel free to contact me, Human Resources, your department head or your supervisor.

Sincerely,

Brian Hagen
City Administrator

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SECTION 1 INTRODUCTION

1.1 ~~How to use this Personnel Policy~~ Purpose

The purpose of this personnel policy is to serve as a reference and as a summary of the City of Ramsey's ~~personnel~~ policies, work rules, and benefits. ~~It replaces, revokes, and supersedes any previous personnel policies, interpretations, or practices, and is only valid until amended or replaced by the City Council. Accordingly, you will find it to your advantage to read the entire personnel policy promptly so that you will have a complete understanding of the material covered.~~The purpose of this personnel policy is to provide for It is intended to foster a safe, orderly, and disciplined employment environment and . ~~This policy will~~ promote employee knowledge of what is expected of ~~personnel~~ employees. ~~generally, which should result in a greater degree of self-assurance in all positions. In relationships betwe~~en ~~positions~~positions, ~~it should be each City~~City ~~employee's individual aim to build mutual respect and confidence which is essential to local government service.~~ ~~Each City employee should strive to build mutual respect and confidence in relationships across positions, as these qualities are essential to effective local government service.~~

This policy ~~It~~ replaces, revokes, and supersedes any previous personnel policies, interpretations, or practices, and is only valid until amended or replaced by the City Council. ~~Accordingly, you will find it to your advantage to read the entire personnel policy promptly so that you will have a complete understanding of the material covered.~~The City reserves the right to modify, revoke, suspend, or change this personnel policy, in whole or in part, at any time, with or without notice, at the sole discretion of the City Council.

Any applicable local, state, or federal laws that impose stricter requirements or regulations shall be used in lieu of policies or procedures outlined in this personnel policy~~, in the event that~~ ~~whenever they apply~~.

Additional information or clarification as to each section of this personnel policy may be obtained from your S~~s~~upervisor, Department Head, ~~or the Human Resources~~Human Resources, ~~Manager~~the Administrative Services Director or the City Administrator. However, the text of this policy, takes precedence over any inconsistent communication from any City employee or elected official.

~~This personnel policy summarizes the various policies and benefits currently provided by the city~~City ~~of Ramsey.~~ Nothing ~~contained~~ in this personnel policy, or in any other ~~City~~City document, nor~~and~~ ~~nothing~~ anything said or done by a City employee or elected official, may be construed as an employment contract between the City and an employee, a guarantee of continued employment, or a term~~s~~ or~~and~~ condition~~s~~ of employment. The City and the employee both have the right to terminate the employment relationship at any time. Except as modified by an individual contract or a collective bargaining agreement, all employment with the City is considered 'at-will' employment.

~~The City~~City ~~reserves the right to modify, revoke, suspend, or change this personnel policy, in whole or in part, at any time, with or without notice, at the sole discretion of the City~~City ~~Council's sole discretion.~~

1.2 Scope ~~of Policy~~

~~Section 1.02 Scope~~

This policy applies to all employees of the ~~city~~City. The following individuals are not City employees:

1. Elected officials
2. ~~City~~City A~~a~~ttorney
3. Members of ~~city~~City boards, commissions, and committees
4. Consultants and contractors
5. Volunteers (e~~,~~ except as specifically noted for paid-on-call firefighters)~~.~~

Any portion of this policy that applies to the above listed individuals will be noted as such.

If any specific provisions of this policy conflict with any current union agreement or civil service rules, the union agreement or civil service rules will prevail. Union employees are encouraged to consult their collective bargaining agreement first for information about their employment conditions.

City d~~City~~epartments may have special work rules deemed to be necessary and approved by the ~~city~~City A~~a~~dministrator ~~-~~to meet departmental objectives~~for the achievement of objectives of that department~~. Each employee will receive ~~be given~~ a copy of such work rules ~~by the department~~ upon hiring and those rules will be further explained ~~,~~ and ~~enforcement~~ discussed with the employee by their immediate supervisor.

~~This personnel policy generally applies to all City~~City ~~employees, including probationary employees, and elected officials. Certain provisions of this policy may be inapplicable to the following individuals:~~

1. ~~Elected officials;~~
2. ~~Appointed personnel; i.e. City~~City ~~Attorney;~~
3. ~~Members of City~~City ~~boards, commissions, and committees;~~e
4. ~~(Paid-on-call f~~Firefighters~~)~~ ~~and volunteer personnel;~~
5. ~~Emergency employees hired for work related to who are employed for emergency work caused by natural disasters;~~
6. ~~Temporary full-time and temporary part-time employees and those working less than 14 hours per week.~~

~~Any employee included in a collective bargaining agreement entered into in accordance with the Public Employment Labor Relations Act shall be exempt from any provision of this policy that is inconsistent with such agreement. Any employee within the jurisdiction of a personnel board or civil service commission established under Minnesota state law is exempt from any provision of this policy that is inconsistent with such statute or rules and regulations adopted hereunder.~~

Nothing in this Section is intended to modify or supersede any provision of the Minnesota Veterans' Preference Act.

1.3 Employee Responsibility

It is the individual employee's responsibility to know and understand thoroughly the policies and topics subjects covered in this personnel policy. Updated material may be added periodically. e Each employee is responsible for going over anyreviewing any new material added. Any questions about the material covered in this policy can be directed answered by the employee's ssupervisor, Department Head, or Human ResourcesHuman Resources.

1.4 Data Practices Advisory:

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

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

In accordance with the Minnesota Government Data Practices Act, the City is required to inform employees of their rights as they pertain to any private information that the City collects from them. During the course of City employment, an employee will likely be asked to provide information which is classified by state law as either private or confidential. Private data is information which generally cannot be given to the public but can be given to the subject of the data. Confidential data is information which generally cannot be given to either the public or the subject of the data. Much of the data the City has about individual employees, however, is classified as public according to Minnesota Statutes, section 13.43, subdivisions 2 and 3. All public data is available for inspection and copying by members of the public, with or without the employee's consent.

Information about employees requested by the City may be used for the following purposes: (1) process payroll, including accounting for wages and fringe benefits and to justify any reimbursed expenses; (2) enroll in benefit programs and pension plans (3) evaluate the employee's job performance, eligibility and abilities; (4) distinguish the employee from other applicants and employees and identify the employee in the correct personnel file; (5) determine the employee's eligibility for employment or promotion, and make employment decisions about the employee's performance; (6) contact the employee or other significant persons in case of an emergency; (7) compile equal opportunity and affirmative action reports; (8) make decisions regarding the employee's eligibility for sick leave, family and medical leave, parenting leave, and other available leave; (9) make decisions regarding the employee's eligibility for workplace accommodations, including accommodations for disabilities; (10) comply with workers compensation requirements in the event of an injury; and (11) provide information during workplace investigations. Such

~~information may also be used and disclosed for other purposes consistent with applicable law. The information provided by the employee may be used in performance evaluations, determinations regarding merit pay, applications for different employment positions, and other matters which involve a review of the employee's personnel file and past performance.~~

~~Unless the employee is told otherwise, the employee is required to provide this information. If the employee refuses to supply the information, the employee may face disciplinary action. Any information which the employee is required to provide cannot be used against the employee in a criminal proceeding. Even if the employee is not required to provide information, it is generally to the employee's best interest to provide it. Without the requested information, the City may not be able to determine the employee's eligibility for employment opportunities, compute wages, or grant the employee other benefits. The employee's refusal to provide information during an employment investigation may also necessitate that the investigation be completed without his or her input.~~

~~Federal law permits government agencies to require individuals to provide their social security number for the administration of any tax. Please be aware that when an employee is asked to give his or her social security number on revenue forms, this collection is mandated by law. This information will be shared with the Minnesota Department of Revenue, the Internal Revenue Services, and security tax programs. In most other cases, the disclosure of an employee's social security number is voluntary.~~

~~Any information an employee is asked to provide may be shared with individuals within the City whose job duties reasonably require access, as well as individuals outside of the city whose duties require access, such as insurance vendors, consultants, attorneys, and retirement plan employees. Information may also be shared with other agencies authorized by law to receive specific data.~~

~~If litigation arises, the information may be provided in documents filed with the court which are available to any member of the public. If it is reasonably necessary to discuss the information at a City Council meeting, it will be available to members of the public. To the extent that some or all of the information is part of the basis for a final decision on disciplinary action, that information is available to any member of the public.~~

1.5 Equal Employment Opportunity Statement

The city of Ramsey is committed to providing equal opportunity in all areas of employment, including but not limited to recruitment, hiring, demotion, promotion, transfer, selection, lay-off, disciplinary action, termination, compensation and selection for training. The city of Ramsey will not discriminate against any employee or job applicant for any unlawful reason

Commented [CL1]: Per review by the City Attorney. The sentences below are from LMC template Personnel Policy.

on the basis of race (including traits associated with race, including, but not limited to, hair texture and hair styles such as braids, locs and twists) color, creed, religion, national origin, ancestry, sex, sexual orientation, gender identity, or gender expression, disability, age, marital status, genetic information, status with regard to public assistance, veteran status, familial status, or membership on a local human rights commission or lawful participation in the Minnesota Medical Cannabis Patient Registry.

~~This is to affirm the city of Ramsey's policy of providing Equal Opportunity to all employees and applicants for employment and complying with all applicable Equal Employment Opportunity/Affirmative Action laws, directives and regulations of Federal, State and Local governing bodies or agencies thereof. This policy extends to all applicants and employees and to all aspects of the employment relationship, including, but not limited to, recruiting, hiring, promotion, transfer, discipline, and compensation.~~

~~The city of Ramsey is an Equal Opportunity Employer. The City provides equal employment and advancement opportunity on the basis of merit within the context of its unique business environment and without regard to race, color, creed, religion, national origin, sex, sexual orientation, disability, age, marital status, familial status, status with regard to public assistance, or any other characteristic protected by state or federal law.~~

~~The city of Ramsey will take affirmative action to ensure that all employment practices are free of discrimination. Such employment practices include, but are not limited to the following; hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, selection, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.~~

1.6 Personal Communications and Use of Social Media

It is important for ~~city~~City employees to remember the personal communications ~~of employees~~ may reflect on the ~~city~~City, especially if employees are commenting on ~~city~~City business or issues related to ~~commenting on issues that implicate~~ their ~~city~~City employment. As ~~city~~City representatives, employees share ~~in~~ the responsibility of earning and preserving the public's trust in the ~~city~~City. An employee's own personal communications, such as those on social media, can ~~have a~~ significantly impact ~~on~~ the public's perception~~belief~~ that all ~~city~~City staff ~~will~~ carry out ~~city~~City functions faithfully, ~~and~~ impartially, and without regard to factors such as race, sex/gender, religion, national origin, disability, sexual orientation, or other protected categories. Non-personal communications (performed as part of~~within~~ one's job duties) to members of the public must be professional at all times. The following guidelines apply to personal communications, including various forms such as social media (Facebook, Twitter, blogs, YouTube, etc.), letters to the editor of newspapers, and personal endorsements:

- Do not share any private or confidential information you have access to as a result of your ~~city~~City position.
- Any personal communications ~~made~~ on a matter of public concern must not disrupt the efficiency of the ~~city~~City's operation, including by negatively affecting morale. In other words~~Put another way~~, such public comments must not undermine any ~~city~~City department's ability to effectively serve the public. Disruptive personal communications can include liking or republishing (sharing/retweeting) a social media post of another individual or entity. The ~~City~~City can act on the personal communication that violate~~s~~ this policy, even without waiting for an~~the~~ actual disruption.
- Remember that what you write or post cannot easily be undone, and ~~. i~~It may reach ~~also be spread to~~ a larger audience than you intended. Use common sense when using email or social media ~~sites~~. It is a good idea to refrain from sending or posting information or photos you would not want your supervisor~~boss~~ or other employees to read, or that you would be embarrassed to see in the newspaper. Keep in mind that harassment, bullying, threats of violence, discrimination, or retaliation concerning a co-worker or between co-workers that

would not be permissible in the workplace is also not permissible online, even if ~~it is~~ done after hours, from home, and on home computers.

- The ~~city~~City expects its employees to be fair, courteous, and respectful to supervisors, co-workers, citizens, customers, and other persons associated with the ~~city~~City. Avoid using statements, photographs, video or audio that reasonably may be viewed as malicious, obscene, threatening or intimidating, disparaging, or might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of sex, race (including traits associated with race, such as ~~including, but not limited to,~~ hair texture and hairstyles like ~~such as~~ braids, locs and twists) national origin, age, color, creed, religion, disability, marital status, familial status, veteran status, sexual orientation, gender identity, or gender expression, status with regard to public assistance, or membership or activity in a local human rights commission.
- If you publish something related to ~~city~~City business and there ~~is liable to~~may be confusion whether you are speaking on behalf of the ~~city~~City, it would be best to identify yourself and use a disclaimer such as, "These are my own opinions and do not represent those of the ~~city~~City of Ramsey.
- Individuals must not use ~~City~~City-owned or operated equipment to post to personal sites, including social networking sites, except during break times or before/after work, when not part of your official duties.
- ~~City~~City resources, working time, or official ~~city~~City positions cannot be used for personal profit or business interests, or to participate in personal political activity. Some examples include: a building inspector could not use the ~~city~~City's logo, email, or working time to promote their side business as a plumber; a parks employee should not access a park after hours even though they may have a key; a clerk, while working at ~~City~~City Hall, should not campaign for a friend who is running for ~~City~~City Council.
- Personal social media account name or email names should not be tied to the ~~city~~City (e.g., "~~(city~~City name~~)~~ Cop").

~~Section~~1.7 Media Requests

All ~~city~~City employees have a responsibility to ~~help~~ communicate accurate and timely information to the public in a professional manner. Requests for private data or information outside of the scope of an individual's job duties should be directed~~routed~~ to the appropriate department or to the data practices authority.

Any employee who identifies a mistake in reporting should promptly bring it to the attention of ~~bring the error to~~ the ~~city~~City A~~a~~dministrator or other appropriate staff. Regardless of whether the communication is in the employee's official ~~city~~City role or in a personal capa~~city~~city, employees must comply with all laws related to trademark, copyright, software use, and other relevant matters~~etc~~.

Except for routine events and basic information readily available to the public, all requests for interviews or information from the media are to be routed through the ~~city~~City A~~a~~dministrator. No ~~city~~City employee is authorized to speak on behalf of the ~~city~~City without prior authorization from the ~~city~~City A~~a~~dministrator or the ~~City~~City Administrator's designee. Media requests include

anything intended to be published or viewable by others in any form, ~~to others in some form~~ such as television, radio, newspapers, newsletters, social media postings, and websites. When responding to media requests, employees should follow these steps:

1. If the request is for routine or public information (such as a meeting time or agenda), provide the information and notify the City Administrator of the request.
2. If the request is regarding information about ~~city~~City personnel, potential litigation, controversial issues, an opinion on a ~~city~~City matter, or if an employee is unsure if the request is "routine", ~~question,~~ forward the request to the ~~city~~City A~~a~~dministrator. An appropriate response would be, "I'm sorry, I don't have the full information regarding that issue. Let me take some basic information and submit your request to the appropriate person, who will get back to you as soon as~~they~~ possible." Then, ask the media representative for their~~'s~~ name, questions, deadline, and contact information.

All news releases concerning ~~city~~City personnel will be the responsibility of the ~~city~~City A~~a~~dministrator.

When/if the ~~city~~City A~~a~~dministrator authorizes a staff person to communicate on behalf of the ~~city~~City in interviews, publications, news releases, on social media sites, and related communications, employees must:

- Identify themselves as representing the ~~city~~City. Account names on social media sites must be clearly connected to the ~~city~~City and approved by the ~~city~~City A~~a~~dministrator.
- Be respectful, professional, and truthful when providing information. In most cases, only factual information (not opinions or editorial comments) should be provided. For example: ~~:~~ "The ~~city~~City finished street cleaning on 16 streets in the northwest corner of the ~~city~~City this past week," ~~instead of~~rather than "The ~~city~~City is doing a great job with street cleaning this year!" Corrections must be issued when needed.
- Generally, not include personal opinions in official ~~city~~City statements. One exception is communications related to promoting a ~~city~~City service. For example, an employee could post the following on the ~~city~~City's Facebook page: "My family visited Hill Park this weekend and really enjoyed the new band shelter."
- Employees who have been approved to use social media sites on behalf of the ~~city~~City should seek assistance from the ~~city~~City A~~a~~dministrator ~~on this topic~~.
- Notify the ~~city~~City A~~a~~dministrator if they will be using their personal technology (cell phones, home computer, cameras, etc.) for ~~city~~City business. Employees should be aware that data transmitted or stored may be subject to the Minnesota Government Data Practices Act.

1.~~8~~6 Unlawful Acts

No person shall knowingly make any false statement, certificate, mark, rating, or report ~~in~~ regard~~ing to~~ any test, certificate, or appointment held or made under the City personnel system, ~~or in any manner~~nor commit or attempt to commit any fraud preventing the impartial execution ~~of the provisions~~ of this policy.

No person seeking employment ~~to~~ or promotion within ~~the~~ City service shall, either directly or indirectly, give, render, or pay any money, service, or other valuable consideration to any person~~, or on account of or~~ in connection with the ~~employee's~~ir test, appointment, ~~or~~ promotion, or proposed appointment or promotion.

No person shall be employed, promoted, demoted, or terminated by the City or in any way favored or discriminated against because of, race, creed, color, national origin, religion, sex, sexual orientation, marital status, familial status, age, status with regard to public assistance, ~~or~~ disability, or other characteristics protected by state or federal law. Additionally, ~~, or because of actions taken with regards to the rights under provisions of the Public Employment Labor Relations Act.~~ n~~N~~o person who is over 18 years of age shall be discriminated against with regard~~ference~~ to City employment in any way prohibited by the ~~forbidden by~~ federal and state law, including actions taken in accordance with the Public Employment Labor Relations Act.

1.~~9~~7 Exceptions

No exception to any provision of this personnel policy may be made except by the ~~City~~City Administrator, the ~~City~~City Administrator's designee (as noted in specific sections of this policy), or the City Council as required under the City's Charter. Such exceptions shall be documented, ~~and~~ made only on a case-by-case basis, and only after the City Administrator or the City Council has adopted sufficient findings of fact showing the justification for the exception.

SECTION 2 DEFINITIONS

For purposes of these policies, the following definitions will apply:

Authorized Hours:– The number of hours an employee was hired to work.– Actual hours worked during any given pay period may ~~be different than~~differ from authorized hours, depending on workload demands or other factors, and upon approval of the employee's supervisor.

Benefits:– Privileges granted to qualified employees in the form of paid leave and/or insurance coverage.

Benefit Earning Employees:– Employees who are eligible for at least a pro-rated portion of some City provided benefits. Such employees must be year-round employees who work at least 20 hours per week on a regular basis.

Casual Employee:– Temporary employees who periodically work "special projects" for the City, including, but may not be limited to ~~such as the Pet Clinic~~, Election~~s~~ Judges, ~~and~~ Happy Days staff, ~~. This classification includes, but may not be limited to,~~ Rink Attendants, Snow Plow Drivers, and other employees working less than 14 hours per week.

Core Hours:

The core hours for all employees (exempt and non-exempt) are ~~expected to work are~~ 8:00 a.m. to 4:30 p.m., Monday through Friday. Police, Fire, and Public Works employees do not have core hours and work the schedules established by their supervisors.

Demotion–: The movement of an employee from one job class to another within the City, where the maximum salary for the new position is lower than that of the employee's former position.

Department Head–: Employees that are responsible for the efficient administration of their respective departments, ~~-~~including substantial supervisory control of a permanent nature over other municipal employees. Department Heads shall initiate, with the approval of the City Administrator, implement ~~whatever~~ practices, functions, programs and procedures ~~that are~~ necessary to fulfill the Department Head's ~~their~~ responsibilities~~y~~. All Department Heads ~~will~~ report directly to the City Administrator. The City Administrator shall serve as the Department Head for the Administrative Services Department.

Direct Deposit–: As permitted by state law, all City employees are required to participate in direct deposit.

Division Heads:– Employees that are responsible for the efficient administration of their respective divisions, including substantial supervisory control of a permanent nature over other municipal employees. Division Heads shall initiate, with the approval of their Department Head, ~~whatever~~ implement practices, functions, programs and procedures that are necessary to fulfill their ~~at~~ responsibilities~~y~~.

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Eligible Earned Sick and Safe Time~~Sick~~ (ESST) ~~Leave~~ Severance Pay~~–~~: ESST e~~E~~ligible ~~sick leave~~ severance ~~shall~~ pay ~~s~~shall not exceed 960 hours, is payable at a given percent as per this policy and may be subject to language within the post-employment healthcare savings plan.~~ be defined as a lump sum payment upon termination of employment based on thirty-three (33) percent of employee's unused, accumulated sick leave, after five (5) years of continuous employment. After fifteen (15) years of continuous employment, the employee will instead receive thirty-five (35) percent of said employee's unused, accumulated sick leave. After twenty (20) years of continuous employment, the employee will instead receive thirty-seven (37) percent of unused accumulated sick leave. After twenty-five (25) years of continuous employment, the employee will instead receive forty (40) percent of said employee's unused, accumulated sick leave. If applicable, sick leave severance pay is subject to the rules of the non-union post-employment healthcare savings plan. In order to obtain eligible sick leave severance pay, an employee must leave City employment in "good standing," as provided defined in Policy 3.13.

Employee~~–~~: An individual who has successfully completed all stages of the selection process, including the ~~training~~ probation period.

Exempt Employee:~~–~~ Any employee excluded from overtime and compensatory time off provisions under~~of~~ the Minnesota and federal Fair Labor Standards Act (~~"~~FLSA~~"~~).

FICA (Federal Insurance Contributions Act)~~–~~: FICA is the federal requirement that a certain amount be automatically withheld from employees' earnings. Specifically, FICA requires an employee to contribute a percentage for Social Security and ~~for~~ Medicare. The City contributes a matching percentage on behalf of each employee. Certain employees are exempt or partially exempt from these withholdings (e.g., police officers).

Fiscal Year~~–~~: The period from January 1 to December 31.

Full~~–~~ T~~t~~ime Employee~~–~~: Employees ~~who are~~ required to work forty (40) or more hours per week, year-round, in an ongoing position. In accordance with federal health care reform laws, ~~and regulations,~~ the City ~~shall~~ offers health insurance benefits to eligible employees and their dependents that work on average or are expected to work 30 or more hours per week or the equivalent of 130 hours or more per month. T~~In order t~~o comply with h~~H~~ealth c~~C~~are r~~R~~eform laws, while avoiding penalties, part-time employees will be scheduled according to ~~with~~ business needs ~~and~~ in a manner that maintains their intended ~~which ensures positions retain~~ part-time status ~~under which intended~~.

Hours of Operation~~–~~: City Hall's hours of operation are Monday through Friday, from 8:00 a.m. to 4:30 p.m.

In Good Standing:~~–~~ City employees may resign at any time, for any reason.~~–~~ T~~In order t~~o be considered "in good standing" ~~at the time of~~upon resignation, an employee must ~~file~~submit a written notice to their ~~with employee's~~ Department Head, at least 14 days before the resignation date. ~~leaving, a written resignation stating the effective date of the resignation.~~ Department Heads wishing to resign "in good standing" should provide~~give~~ as much ~~advance~~ notice as possible, with a minimum of 30 ~~but must provide at least 30~~ days' ~~notice~~.~~–~~ Failure to comply with th~~is~~ 14-day or ~~30 day~~30-day notice requirement may result in denial of future City employment and sick leave termination benefits. ~~procedure may be considered cause for denying the employee future employment by the CityCity and denying sick leave termination benefits.~~

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Non-Exempt Employee: Employees who are covered by the federal or state Fair Labor Standards Act (FLSA). Non-exempt Such employees are generally normally eligible for overtime pay or compensatory time off at 1.5 times their regular hourly wage for all hours worked over forty (40) in any given workweek.

Part-Time Employee: Employees who are required to work less than forty (40) hours per week year-round in an ongoing position. In accordance with federal health care reform laws, and regulations, the City shall offers health insurance benefits to eligible employees and their dependents who that work on average or are expected to work an average of 30 hours per week or or more hours per week or the equivalent of 130 hours or more per month. In order to comply with the hHealth cCare rReform law, while avoiding penalties, part-time employees will be scheduled with business needs, and in manner which ensures positions retain part-time status under which is intended.

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Pay Period:

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A fourteen (14) day period beginning at 12:00 a.m. (midnight) on Saturday through 11:59 p.m. on Friday, fourteen (14) days later.

PERA (Public Employees Retirement Association): A sStatewide pension program in which all City employees meeting program requirements must participate in accordance with Minnesota law. Both tThe City and the employee each contribute to the employee's retirement account.

Probationary Employees Period:
An employee working within a six- -or twelve-month period at the start of employment with the cityCity (or at the beginning of a promotion, reassignment, or transfer) unless covered by a collective bargaining agreement stating a different time frame. An employee serving the initial probationary period may be disciplined at the sole discretion of the cityCity, up to and including dismissal. An employee so disciplined, including dismissal, will not have any grievance rights. Time served in temporary, seasonal, volunteer or interim positions are not considered part of the probationary period. If an emergency arises during an employee's probationary period which requires a leave of absence, such time off, if granted, will not be considered as time worked, and the probationary period will be extended by the length of time taken.

Promotion: Movement of an employee from one job class to another within the CityCity, where the maximum salary for the new position is higher than that of the employee's former position.

Reclassify: Movement Reassignment of a job from one classification to another classification because of a significant change in the position's duties and responsibilities.
Seasonal Employee - Temporary Employees who work only part of the year (100 days or less) to conduct seasonal work. Seasonal employees may be assigned to work a full-time or part-time schedule. Seasonal employees do not earn benefits or credit for seniority.

Seasonal Employee:

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Employees who work only part of the year to conduct seasonal work. Seasonal employees may be assigned to work a full-time or part-time hours but, unless schedule. Except as required by law, are generally not eligible for seasonal employees do not earn benefits or credit for seniority credit. TIn order to comply with the health care reform law while avoiding penalties, part-timeseasonal employees are will be scheduled in alignment with business needs to maintain their seasonal status,

or may be offered health insurance in rare cases. ~~and in a manner that ensures positions retain part-time status as intended or, in some rare instances, may be offered health insurance to comply with federal health care reform laws and regulations while avoiding associated penalties.~~

Service Credit: ~~–~~Time worked for the ~~City~~City. An employee begins accruing~~earning~~ service credit on their first ~~day worked for the City~~Cityworkday.~~–~~ Certain levels of absence may interrupt service credit accrual. ~~Some forms of leave will create a break in service.~~

Supervisor:~~ –~~ An individual with ~~y person having~~ authority on behalf ~~in the interests~~ of the employer to ~~perform or effectively~~ recommend or take action regarding ~~a majority of the following actions:~~ hiring~~s~~, transfers, suspensions, promotions, discharges, discipline, rewards, assignments and work direction, ~~adjustment of~~ grievance adjustments,~~s~~ and performance evaluations.
~~**Temporary Employee** – Employees who work in temporary positions. Temporary jobs might have a defined start and end date or may be for the duration of a specific project. Temporary employees may be assigned to work a full-time or part-time schedule. Temporary employees do not earn benefits or credit for seniority.~~
Temporary Employee: Employees who work in temporary positions, either with a specific ~~. Temporary jobs might have a defined start and~~ end date or ~~may be~~ for the duration of a specific project. Temporary employees may ~~be assigned to~~ work ~~a~~ full-time or part-time schedules but, unless~~. Except as~~ required by law, ~~temporary employees~~ do not earn benefits or ~~credit for~~ seniority credit. T~~In order t~~o comply with the health care reform law, temporary ~~while avoiding penalties, part-time~~ employees are~~will be~~ scheduled with business needs to maintain their temporary ~~and in a manner that ensures positions retain part-time~~ status, or ~~as intended or,~~ in ~~some~~ rare instances, may be offered health insurance.

Transfer: Movement of an employee from one City position to another of equivalent pay.

Weapons: Defined to include all firearms (whether legal or illegal), switchblade knives, or any other item that has been modified or has the primary serves as a weapon.

Work Week: The regular work week for City employees is forty (40) hours, in addition to a lunch period, Monday through Friday, except as otherwise established by the City Administrator or the City Administrator's designee, ~~in accordance with needs of the~~based on department needs. For payroll purposes, a work week is a~~seven~~ consecutive seven-day period ~~24-hour periods running~~ from Saturday through the following Friday.

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SECTION 3 EMPLOYEE RECRUITMENT, SELECTION, EMPLOYMENT, AND& TERMINATION

3.1 Scope

The City Administrator or a the City Administrator's designee will manage the hiring process for positions within the City. While the hiring process may be coordinated by staff, the City Council is responsible for the final hiring decision and must approve all hires to City employment, with the exception of temporary or seasonal employees **and interns** for which the funding is accounted for in the annual budget. In this case the City Administrator is responsible for hiring temporary or seasonal employees. All regular hires (part-time employees, full-time employees and Paid-on-call Firefighters will be made according to merit and fitness related to the position being filled.

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3.2 Features of the Recruitment System

The City Administrator or the City Administrator's designee will determine if a vacancy will be filled and how, whether through an open recruitment, promotion, transfer, or another method. This determination will be made on a case-by-case basis. The majority of vacancies will be filled through an open recruitment process. Position vacancies may be filled on an "acting" basis, as needed.

Application for employment will generally be made via the City's online on application forms process.provided by the City. Other materials in lieu of a formal application may be accepted in certain recruitment situations as determined by the City Administrator or the City Administrator's designee. In most cases, sSupplemental questionnaires may will included as part of the application processbe required in certain most situations. To be considered, aAll candidates must complete and submit the required application materials by the posted deadline, in order to be considered for the position. The deadline for applications may be extended by the City Administrator.– Unsolicited applications will not be kept on fileretained.

3.3 Testing and Examinations

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

Internal recruitments will be availablcopen to any CityCity employee who:- (1) has successfully completed the initial training probation period; and (2) meets the minimum qualifications for the vacant position.. ; and (3) currently is and for the past year has been in good standing with the City.

The ~~City~~City Council or the City Council's designee will establish minimum qualifications for each position with input from the appropriate ~~supervisor~~Department Head or the Department Heads' designee. ~~To be eligible to participate in the selection process a C~~candidates must meet these minimum qualifications to be eligible to participate in the selection process ~~of the job description~~.

3.4 Pre-Employment Medical Exams

The ~~City~~City Administrator or the City Administrator's designee may determine that a pre-employment medical examination, which may include a psychological evaluation, is necessary to determine fitness to perform the essential functions of any ~~City~~City position. Where a medical examination is required, an offer of employment is contingent upon successful completion of the medical exam.

When a pre-employment medical exam is required, it will be required of all candidates who are finalists ~~and/~~or ~~who are o~~ffered employment for a given job class. Information obtained from the medical exam will be treated as confidential medical records.

When required, the medical exam will be conducted by a licensed physician designated by the ~~City~~City, with the cost of the exam paid by the ~~City~~City. (Psychological/psychiatric exams will be conducted by a licensed psychologist or psychiatrist.) The physician will notify the ~~City~~City Administrator or the City Administrator's designee ~~that a~~whether a candidate ~~either~~ is ~~or isn't~~ medically able to perform the essential functions of the job, with or without accommodations, and whether the candidate passed a drug test, if applicable.

If the candidate requires accommodation to perform one or more of the essential functions of the job, the ~~City~~City Administrator or the City ~~designee~~Administrator's designee will confer with the physician and candidate regarding reasonable and acceptable accommodations.

If a candidate is rejected for employment based on the results of the medical exam, the candidate~~y~~ ~~he/she~~ will be notified of this determination, as ~~to the extent~~ required by law.

3.5 Selection Process

The selection process will be a cooperative effort between the ~~City~~City Administrator, Human Resources ~~or~~ and ~~designee and the hiring supervisor~~ the hiring manager, subject to final hiring approval of the ~~City~~City Council. Any, all, or none of the candidates may be interviewed.

The ~~City~~City has the right to make the final hiring decision based on qualifications, abilities, experience, and the needs of the ~~city of Ramsey~~ City Council ~~needs~~.

3.6 Background Checks

All finalists for employment with the ~~City~~City will be subject to a background check to confirm information submitted as part of application materials and to assist in determining the candidate's suitability for the position.~~–~~ Except where already defined by state law, the ~~City~~City Administrator will determine the level of background check to be conducted based on the position being filled.

3.7 Criminal Background Investigations

Authority

State law authorizes ~~city~~City police departments to conduct criminal history background investigations on applicants for ~~City~~City positions using Minnesota Computerized Criminal History data.

Applications

This section applies only to applicants who are finalists for regular, temporary, seasonal, casual, and volunteer ~~status~~ positions.~~–~~ Before a finalist is eligible to receive a conditional job offer or begin employment with the ~~City~~City, and to the extent permitted by law, the applicant must authorize the Police Department, in writing, to undertake a criminal history background investigation and to release the information to the ~~City~~City Council, ~~City~~City A~~a~~dministrator and/or other ~~City~~City staff as appropriate.

Rejection of Applications

Except in the case of exceptions set forth in Minnesota state law, as ~~may be~~ amended from time to time, if the ~~City~~City rejects an application for employment, either ~~due~~ partly or solely to the applicant's prior conviction of a crime that ~~which relates~~ directly relates to the position sought, the ~~City~~City's ~~Human Resources~~Human Resources ~~Manager~~Administrative Services Director will notify the applicant in writing of the following:

- The Grounds and reasons for denial;
- The applicant complaint and grievance procedure set forth in Minnesota State law, a~~s may be~~ amended from time to time;
- The earliest date the applicant may reapply for employment or a volunteer position; and
- That all competent evidence of rehabilitation will be considered upon re-application.

Only public conviction information related directly to the position sought will be considered in denying employment.~~–~~ In situations where identity is in question~~ed~~, fingerprint verifications will be allowed, to the extent permitted by law.~~–~~ The ~~City~~City reserves the right to consider the applicant's criminal history, including any and all evidence of rehabilitation~~, when evaluating him or her for employment with the City~~, to the maximum extent permitted by law.

3.8 Reclassification ~~and New Position / Vacant Position~~

~~*Reclassification*~~

When a position's duties and responsibilities change (increase or decrease), the position is considered a reclassification. It ~~and~~ may be automatically filled by the incumbent of the original position,~~;~~ contingent upon the incumbent's ability to meet the position's minimum requirements and possess the necessary knowledge, skills, and abilities, at the ~~City~~City's discretion. ~~–~~

~~*New Position*~~

~~If the City creates a new position to meet its public service needs the position will be filled according to the City Administrator's direction.~~

3.9 Nepotism

The potential for conflicts of interest is~~are~~ increased when personnel who are related are employed by the same employer; and real or implied conflicts of interest can result in distrust and a general lack of harmony among other employees.

Whenever possible, and with due regard for job-relevant qualifications, merit, and fitness, the employer shall avoid ~~the appointment~~appointing ~~of~~ any person related to an appointed officer or regular full-time or regular part-time employee of the ~~City~~City.~~–~~ Appointments or assignments of persons related to an employee in the same department in which the employee works is prohibited.

This provision does not apply to marital ~~status~~ or familial status, as protected under the Minnesota Human Rights Act.~~–~~ Employment of the spouse of an elected or appointed officer or employee is not prohibited; however, appointing~~ment~~ or assigning~~ment~~ of an employee's spouse within the same department ~~in which the employee works~~ is prohibited if the appointment or assignment would result in one ~~an~~ employee directly supervising or influencing the recruitment, employment, salary, fees, or performance review of the employee's spouse.

Appointment to a position with the ~~City~~City shall not be construed as an employment contract between the ~~city~~City of Ramsey and an employee.~~–~~ All employees whose positions are covered by this policy are appointed by ~~–~~and serve~~–~~ at the sole discretion of the employer.

3.10 Probation

Subject to the provisions of an applicable collective bargaining agreement, every original and promotional appointment ~~and every promotional appointment,~~ is subject to a probationary period of one (1) ~~six (6) months~~ year.~~, except for patrol officers, paid-on-call firefighters, and Department~~

~~Heads who have a one-year probationary period.~~ During th~~e~~ise probationary period, a probationary employee may be terminated at the sole discretion of the ~~City~~City.~~–~~ If terminated during the probationary period, the employee shall be notified in writing of the termination and shall have no right to appeal the termination.

Employees may use sick and vacation leave during their probationary period at the discretion of the Department Head.

At the sole discretion of the ~~City~~City Administrator, an employee's probationary period may be extended for an additional 90 calendar days.~~–~~ Completion of the probationary period or any extended probationary period is not, and cannot be construed as, a promise of continued employment or ~~otherwise~~ altering the at-will nature of employment.

~~New #:~~ ~~Punctuality~~3.11 Punctuality and Attendance

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Every employee has an important role in maintaining a productive workplace. Therefore, it is essential that all employees report to work every day as scheduled. It is unacceptable to be late for work. For example, if an employee's start time is 8:00 a.m., that employee should be at their work location and ready to work at 8:00 a.m. Unsatisfactory attendance, including tardiness ~~reporting late to work~~ and leaving work early, may result in disciplinary action up to and including termination.

If an employee must be absent or late for any reason, other than approved time off, the employee must notify their immediate supervisor at least thirty (30) minutes prior to the start of their shift. ~~this possible or, if reasonable,~~ An employee ~~who is~~ unable to make contact with ~~his/her~~their supervisor must notify another superior within their department or Human Resources, within ~~this~~ one-hour ~~period~~, unless the employee is incapable of doing so due to extreme circumstances. ~~-~~

3.1~~2~~1 Supplemental Employment

~~No city of Ramsey patrol officer shall work as a police officer or keeper of the peace directly for any establishment in the City or at any special private functions within the City. Officers needed at special functions shall work as city of Ramsey employees and shall be paid directly by the City. The City, in return, will bill the person or entity requesting the officers' presence at the function from which payment the City will reimburse itself for the officers' services.~~
The potential for conflicts of interest is lessened when individuals employed by the ~~city~~City ~~of Ramsey~~ regard the ~~city~~City as their primary employment responsibility.~~–~~ All outside employment is to be reported to the employee's immediate supervisor. If a potential conflict exists based on this policy or ~~any~~ other considerations, the supervisor will consult with the ~~city~~City A~~a~~dministrator.

Any ~~city~~City employee accepting outside employment that the ~~in an outside position determined by the city~~City A~~a~~dministrator determines to be in conflict with the employee's ~~city~~City job will be required to resign from the outside employment or may be subject to discipline, up to and including termination.

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

- Outside employment must not interfere with a full-time employee's availability during the ~~city~~City's regular hours of operation or with a part-time employee's regular work schedule.
- Outside employment must not interfere with the employee's ability to fulfill the essential requirements of ~~his/her~~their position.
- The employee must not use ~~city~~City equipment or resources in the course of the outside employment.
- The employee must not violate any ~~city~~City personnel policies as a result of outside employment.
- The employee must not receive compensation from another individual or employer for services performed during hours for which ~~he/she~~they are ~~is~~ also being compensated by the ~~city~~City. Work performed for others while on approved vacation or compensatory time is not a violation of policy unless ~~that work~~it creates the appearance of a conflict of interest.
- No employee will work for another employer, or for ~~his/her~~their own business, while using paid ESSTe from the ~~city~~City for those same hours.
- Employees may be required to sign an agreement to prohibit outside employment activities within Ramsey.
- Departments may establish more specific policies as appropriate, subject to the approval of the ~~city~~City A~~a~~dministrator.

Commented [CL4]: This covers the removal of text found under 3.12 Supplemental Employment.

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

3.1~~3~~2 Performance Evaluations

Performance evaluations are used to assess employee performance in terms of specific job requirements, ~~and~~ provide measures for setting up training and development programs, and open channels of communication. A formal performance evaluation may be complete ~~for improvement and opening communication channels.~~ o~~O~~n the anniversary date of an employee's current position, or in January if ~~so~~ determined by the Department Head and the Administrative Services Director. ~~,~~ ~~Human Resources~~Human Resources ~~Manager, as well as when an employee is completing their probationary period, a formal performance evaluation may be completed.~~ If a formal performance evaluation is completed, it will be reviewed with the employee.

For Department Heads, the ~~City~~City Administrator will make note of any ~~City~~City Council feedback regarding Department Head performance and summarize the Council's comments when ~~writing the Department Head's~~ preparing the performance evaluation. ~~–~~ The ~~City~~City Administrator will review ~~the performance~~this evaluation with the Department Head. ~~–~~ The Department Head will have the opportunity to discuss the ~~performance~~ evaluation with the ~~City~~City Council at a closed ~~City~~City Council meeting if they ~~he/she so~~ choose.

The ~~City~~City will consider each employee's performance evaluation when considering salary increases or potential promotional opportunities.~~–~~ ~~As a general rule~~Generally, an employee who receives an overall rating of "Needs Improvement" or "Poor" (or ~~the~~ equivalent) will not be eligible for promotion~~al opportunities~~s or~~,~~ salary increases, except for any ~~"~~cost~~-~~of~~-~~living ~~"~~ adjustment made by the ~~City~~City.~~–~~ Further, an employee who receives an overall rating of "Needs Improvement" or "Poor" (or ~~the~~ equivalent) must follow a performance improvement plan to ~~bring performance to an acceptable level~~reach an acceptable performance level.~~–~~ If performance is not ~~brought to an acceptable level~~improved as ~~described in the performance improvement~~outlined in the plan, disciplinary action may be taken, ~~e may be imposed,~~ up to and including termination. Conducting ~~, or the results of,~~ performance evaluations or their outcomes does not alter the at-will nature of employment.

3.1~~3~~4 Resignations

As at-will employees, all ~~City~~City employees may resign at any time and ~~,~~ for any reason.~~–~~ T~~In order t~~o be considered "in good standing" at the time of resignation, an employee must submit a written resignation to their ~~file with employee's~~ Department Head ~~,~~ at least 14 days prior to the effective date of~~before leaving, a written resignation stating the effective date of the~~ resignation. Department Heads wishing to resign "in good standing" should give the ~~City~~City as much advance notice as possible, but must provide at least 30 days' notice.

Employees providing three (3) or more months' advance notice of ~~said~~ resignation shall receive an additional 10% ~~-~~percent added to their eligible sick leave severance.

Failure to comply with this 14~~-~~day or 30~~-~~day notice ~~procedure~~ requirement may result in denial of ~~be considered cause for denying the employee~~ future employment opportunities with~~by~~ the ~~City~~City and ~~deny~~denial of~~ng~~ termination benefits.

Time~~-~~off ~~-off~~ requests shall not be approved during the period leading up to an ~~such time as~~ employee's retirement or separation ~~are preparing to retire or separate~~ from employment. ~~,~~ H~~h~~owever, pre~~-~~approved time off will be honored. Vacation hours may not be used to extend an employee's actual termination date.

~~-~~At the ~~City~~City Administrator's discretion, separation may occur immediately; while the ~~.~~separation would remain in good standing.

An u~~U~~nauthorized absence from work for a period of three (3) working days may be considered ~~by the Department Head~~ as a resignation "not in good standing" and without benefits.

Upon separation from the City, if an employee has not used their Floating Holiday, it will be forfeited.

3.1~~5~~4 Lay-offs

With a minimum of ~~After at least~~ two (2) weeks' notice to the employee, the City Administrator may lay off any employee when such action is necessary ~~because of~~due to shortage of work or funds, the ~~abolition~~ elimination of a position, or organizational changes ~~in organization~~.

SECTION 4 BENEFITS

4.1 Group Insurance

To be eligible for group health, dental, or life insurance benefits with the ~~city~~City ~~o~~, ~~f Ramsey~~ employees must be ~~a~~ regular employees scheduled to work at least 30 hours per week. ~~–~~ The ~~City~~City provides a contribution toward health insurance, single dental insurance and basic life insurance for full-time employees, as approved annually by the ~~City~~City Council ~~annually~~. Members of the ~~City~~City Council are eligible for group health insurance in the ~~City~~City's group health insurance plan without affecting ~~Councilmembers~~ their ~~'~~ total compensation from the ~~City~~City.

The ~~City~~City will also continue to provide basic life insurance for employees participating in PERA's Phased Retirement program ~~.~~, as permitted by the insurance carrier. Employees wishing to remain on the City benefits, as permitted by the insurance carrier, may do so at their own cost based on the Minnesota Statute 471.61: "A unit of local government must allow a former employee and the employee's dependents to continue to participate indefinitely in the employer-sponsored hospital, medical, and dental insurance group that the employee participated in immediately before retirement, under the conditions set by state law".

In accordance with federal health care reform laws and regulations, the ~~City~~City will ~~shall~~ offer health insurance benefits to eligible employees and their dependents that work on average, or are expected to work, 30 or more hours per week or the equivalent of 130 hours or more per month. In order to comply with h~~H~~ealth c~~C~~are r~~R~~eform law ~~while~~ and avoid ~~avoiding~~ penalties, part-time employees will be scheduled based on ~~with~~ business needs and in manner that ~~which~~ ensures positions retain the intended part-time status. ~~status under which intended~~

4.2 Long Term Disability ("LTD")

Mandatory LTD: —Long ~~-~~term disability is a mandatory, employee-paid benefit, provided to sworn police personnel and other full-time, non-union employees.

Voluntary LTD: —Long ~~-~~term disability is available to other employee groups as a voluntary employee-paid benefit.

Terms of Coverage: The terms of ~~the long term~~ long-term disability coverage, including the benefit calculation formula ~~used to calculate the benefit~~ and the waiting period before eligibility, are ~~an employee may receive long term disability benefits will be~~ established by the ~~City~~City.

4.3 Public Employment Retirement Association ("PERA")

Almost all ~~city~~City employees in the State of Minnesota are covered by a public pension system known as ~~the~~ PERA, to which ~~.~~ —b~~B~~oth the ~~City~~City and employees contribute ~~to PERA~~. ~~–~~ For specific information on ~~regarding~~ annual contribution rates, employees should contact ~~Human Resources~~Human Resources. ~~–~~ Vesting time varies depending on membership eligibility date, and

the pension is portable among public employers throughout the state.– Being vested allows employees to ~~means~~ qualify ~~ing~~ for benefits at the minimum allowable age.

Both the City and the employee typically contribute ~~In normal situations, employees and employers both contribute~~ a percentage of the employee's eligible gross salary to PERA. However, Minnesota law provides that some income received by an employee are not eligible for PERA contributions.– For specific questions on contributions, e~~E~~mployees should contact ~~Human Resources~~Human Resources ~~with specific questions regarding PERA contributions~~.

The ~~City~~City offers PERA's Phased Retirement Option on a case-by-case basis, subject to ~~after~~ approval by the Administrative Services Director~~HR Manager~~, Department Head, and the ~~City~~City Administrator, if it aligns with ~~as deemed beneficial to~~ the ~~City~~City's ~~in meeting the goals of the~~ strategic goals~~plan~~.– Th~~is~~e agreement can be terminated at any time.– Employees interested in this option should contact~~see~~ ~~Human Resources~~Human Resources for more information.

4.4 Employee Savings Plans

All employees eligible to enroll in PERA are also eligible to place a portion of their earnings in a 457 savings plans; pre-tax and/or post tax programs. For information, contact ~~Please contact Human Resources~~Human Resources ~~regarding maximum~~on annual contribution ~~amounts~~ limits and ~~for any~~ other specific ~~information~~ details about~~regarding~~ these plans, please contact ~~Human Resources~~Human Resources. ~~.~~

4.5 ~~Flexible Spending Account~~ Health Savings Account

Employees must be enrolled in one ~~covered by one~~ of the ~~city~~City's qualified high-deductible health plans (HDHP) ~~in order~~ to contribute to a H~~h~~ealth S~~s~~avings A~~a~~ccount (HSA). Both employees and the City may contribute to the~~An HSA~~HSA. ~~may be funded by both employees and city~~City contributions. An HSA ~~health savings account (HSA)~~ is a tax-exempt savings ~~vehicle~~account used to accumulate funds ~~money~~ for eligible health care expenses. These funds~~HSAs~~ may be used to pay for health care expenses as they occur, contingent upon available funds, or ~~the funds may remain in the account until needed later in life~~saved for future use. For additional details, ~~Employees can establish flexible spending accounts and have pre-tax deductions made from their payroll checks to pay for eligible childcare and eligible medical expenses. The law limits the maximum contributions that employees can make to their flexible spending account and the specific expenses that can be paid out of such accounts.~~ e~~E~~mployees should contact ~~Human Resources~~Human Resources. ~~for additional details.~~

4.6 Retiree Benefits

Minnesota law provides for continuation of health and dental coverage to certain former employees who are receiving a disability benefit or ~~an~~ annuity from PERA, or who have met the ~~PERA~~ age and service requirements for PERA. –Unless otherwise required by federal or state law, ~~F~~former employees are responsible for paying the full~~entire~~ premium.– Failure to pay the premium~~do so~~ will result in termination of coverage.– Employees should contact ~~Human Resources~~Human Resources for additional details.

4.7 COBRA

Employees participating in the ~~City~~City's group health insurance plan who terminate employment ~~with the City~~City or experience another qualifying event that~~which~~ triggers their legal entitlement to insurance continuation will receive a notice of their right to elect continued insurance coverage consistent with state and federal law, including~~,~~ but not limited to ~~,~~ the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") (as amended).~~–~~ The notice will be provided ~~in accordance with such~~as required by law~~,s~~ and employees must follow the procedures outlined, including but ~~comply with those laws if they wish to continue coverage after separating from the City~~City's ~~employment, including, but~~ not limited to ~~,~~ paying the full~~entire~~ premium for the ~~duration of the~~ continuation coverage.~~–~~ Employees should contact ~~Human Resources~~Human Resources for additional details.

4.8 Non-Uunion Post-Eemployment Healthcare Savings Plan ~~(PEHCSP)~~

Commented [CL5]: Future changes may occur on this section. There is no additional cost to the City, regardless of the amounts.

The PEHCSP is an employer-sponsored program that allows employees to invest in a tax-preferred medical savings account while employed by a Minnesota public employer.

All non-union employees hired after January 1, 1984, will participate in the post-employment healthcare savings plan, contributing as follows:

NON-UNION EMPLOYEES - PERA COORDINATED MEMBERS

- **GROSS WAGES:**~~–~~ Contribute 2% after 5 years of service and beyond~~greater~~.
- **SICK LEAVE CONVERSION:**~~–~~ At the end of the calendar year, contribute all hours greater than 960 at a conversion rate of 2 to 1).
- **VACATION:** Upon separation of employment, contribute unused accrued vacation time as follows:
  - 50% after 5 years of service through 10 years of service
  - 75% with 11 years of service through 15 years of service
  - 100% after 16 years of service and greater
- **SICK LEAVE SEVERANCE:** Upon separation of employment, contribute 100% of unused eligible accrued sick leave.

NON-UNION EMPLOYEES - PERA POLICE & FIRE MEMBERS

- **GROSS WAGES:**~~–~~ Contribute 1% for all employees until 5 years prior to normal retirement age (55), at which time ongoing contributions increase to 4%.
- **SICK LEAVE CONVERSION:**~~–~~ At the end of the calendar year, contribute all hours greater than 960 at a conversion rate of 2 to 1).
- **VACATION:** Upon separation of employment, contribute 100% of unused accrued vacation time (regardless of years of service).
- **SICK LEAVE SEVERANCE:** Upon separation of employment, contribute 100% of unused eligible accrued sick leave.

Eligible sick leave severance ~~shall~~ includes Earned Sick and Safe Tim~~s~~ It will~~shall~~ be defined as a lump ~~-~~sum payment upon termination of employment, contributed to the PEHCSP, based on the following percentages of the employee's unused, accumulated sick leave:

- 33% after 5 years of continuous employment
- 45~~33~~% after 10~~5~~years of continuous employment
- 50~~37~~% after 15~~20~~ years of continuous employment
- ~~40% after 25 years of continuous employment~~

~~thirty-three (33) percent of employee's unused, accumulated sick leave after five (5) years of continuous employment. After fifteen (15) years of continuous employment, the employee will instead receive thirty-five (35) percent of said employee's unused, accumulated sick leave. After twenty (20) years of continuous employment, the employee will instead receive thirty-seven (37) percent of unused accumulated sick leave. After twenty-five (25) years of continuous employment, the employee will instead receive forty (40) percent of said employee's unused, accumulated sick leave. In order to obtain~~To qualify for eligible sick leave severance pay, an employee must leave ~~City~~City employment in "good standing~~,~~". ~~as provided in Policy 3.13~~.

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4.9 Employee Assistance Program

The ~~City~~City offers an E~~e~~mployee A~~a~~ssistance P~~p~~rogram (EAP) at no cost to assist employees and their families with ~~-~~a variety of services, including ~~from~~ mental health and substance abuse counseling, to child care resources. ~~–~~ The EAP ~~will~~ provides confidential counseling services by highly trained clinicians or may suggest other professional resources that could ~~may~~ be ~~useful~~ beneficial to employees and their families.

SECTION 5 CLASSIFICATION AND COMPENSATION

5.1 General

Employees of the ~~City~~City shall be compensated according to the schedule established by the ~~City~~City Council.~~–~~ Any wage, salary, or other monetary benefit so established is the total remuneration for employment, which may be allowed for the conduct of official business.~~–~~ Unless approved by the ~~City~~City Administrator, no employee shall receive pay from the ~~city~~City in addition to the salary authorized for the position or positions to which the employee has been appointed.~~, or for hours beyond the normal work week without prior approval by the City Administrator or designee.~~ No employee will be permitted to work overtime without the prior approval of their Department Head.

Non-exempt employees who work for a period less than the regularly scheduled work~~-~~week will earn wages based on the actual number of hours worked.~~–~~ Regular part-time employees are eligible to earn vacation and sick leave in proportion to that earned by regular full-time employees based on the number of hours worked. Holidays are earned in proportion to those earned by regular full-time employees and are based on the number of hours worked~~ hours~~ during any given pay period in which the holiday is paid. ~~budgeted on January 1.~~ Vacation, ~~and~~ sick leave~~,~~ and holidays count toward total budgeted work hours for the year.~~–~~ Temporary employees are not eligible for vacation~~, or~~ sick leave, holiday pay, or health or life insurance, unless otherwise required by federal and state laws.

Employees shall be paid biweekly via mandatory direct deposit.~~–~~ When a pay~~-~~day falls on a holiday, employees shall receive their pay on the preceding work day.

~~No employee shall be permitted to receive payment from any third party for services and labor performed while such employee is working regular hours or while working additional overtime hours for the CityCity, unless approved in advance by the CityCity Administrator and subject to a written agreement with the third party – such as with Anoka County.~~

5.2 Classification Plan / Position Descriptions

The ~~City~~City will establish and maintain a position classification plan for all positions in accordance with federal and state laws.~~–~~ The Administrative Services Director, under the direction of the ~~City~~City Administrator, and in conjunction with Department Heads, shall be responsible for establishing, periodically revising, and maintaining current position descriptions.~~–~~ The position description shall include the position title, department, supervisor's title, FLSA status (exempt or non-exempt), ~~state the~~ essential duties, examples of performance criteria/responsibilities, and minimum qualification requirements which distinguish a given position from other positions.~~–~~ The position description shall describe the typical types of work which may be assigned to a particular position but shall not be construed to restrict the assignment of other duties related to the position. Supervisors may direct their subordinates to perform tasks not expressly identified in the position description, as they see fit.

Purpose ~~urpose~~

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The ~~purpose of the~~ classification plan ~~/~~ position description is to:

- ~~a.~~ Establish reasonable compensation relationships between job classifications.
- ~~b.~~ Establish qualification standards for recruitment and testing purposes.
- ~~c.~~ Provide the appointing authority with means for analyzing work distribution, areas of responsibility, lines of authority, and other relationships between positions.
- ~~d.~~ Assist the appointing authority in determining budget requirements.
- ~~e.~~ Provide the basis for developing standards of work performance.
- ~~f.~~ Indicate training needs.
- ~~g.~~ Provide uniform titles to positions.

Class ~~lass~~

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A class shall be comprised of one or more positions that are substantially similar with respect to the type, difficulty, and responsibility of work performed.

Administration of the Classification Plan / Position Descriptions~~dministration of the Classification Plan / Position Descriptions~~

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The classification plan shall be established and maintained through recommendation of the Department Head and the Administrative Services Director to the ~~City~~City Administrator. The ~~City~~City Administrator may establish a new class, create a new position within a class or reclassify a position upon approval by the ~~City~~City Council.

When a new position is proposed by a Department Head or the Administrative Services Director, a request for the position, along with a description of the duties and responsibilities of the position shall be submitted to the ~~City~~City Administrator. The position shall be analyzed and evaluated based on the duties and responsibilities, without regard to the personal characteristics, abilities, or qualifications of the incumbent. The final approval of the classification shall be by the ~~City~~City Council.

5.3 Reclassification

When the duties and responsibilities of a position change, the Department Head may initiate a request for a change in classification. This request must be submitted in writing to the Administrative Services Director, ~~-~~accompanied by a proposed updated position description prepared by the Department Head. The Administrative Services Director shall submit the request to the ~~City~~City Administrator for review and approval or denial, at his or her discretion. If the ~~City~~City Administrator denies a request for reclassification, no similar request may be submitted for one year. The Administrative Services Director, acting under the direction of the ~~City~~City Administrator, may also review the classification of existing positions from time ~~-~~to ~~-~~time, regardless of whether a Department Head proposed reclassification within the preceding year.

Factors that could lead to conducting an analysis of existing positions include, but are not limited to, the following:

- ~~a.~~ Change in the existing organizational or reporting relationship.
- ~~b.~~ Significant additions, reductions, or changes in the essential functions for which the position is accountable, which affect the level of skill, knowledge, responsibility, or working conditions of the position.
- ~~c.~~ Change in the supervisory functions assigned to the position.
- ~~d.~~ Change in the qualifications required of the position.

5.4 Compensation Plan

The ~~compensating~~ entire compensation plan shall be reviewed ~~-~~simultaneously ~~annually~~ with renewal of the ~~city~~City's labor agreements. ~~by~~ T~~t~~he ~~City~~City Administrator will present ~~-~~suggested changes ~~and presented~~ to the ~~City~~City Council as part of the annual budget process.~~–~~ Contingent upon the provisions of the Public Employment Labor Relations Act, ~~The~~ the ~~City~~City Administrator may modify any or all of the pay ranges or grades as set forth in the plan at any time, at their~~his or her~~ discretion, subject to approval by the ~~City~~City Council.~~–~~ The ~~City~~City Administrator may also set effective dates for the pay plan. All pay ranges shall be construed as policy declarations and not binding, permanent contractual obligations between the ~~City~~City and its employees.~~–~~ Any amendment to the pay plan shall be based on changes in the responsibility or the duties of the position, recruiting experience, rates of pay and benefits in the public and private sectors, the ~~City~~City's financial status, general economic conditions, federal or state law (~~,~~ including the Minnesota Pay Equity law), or other pertinent factors warranting such action.

In addition, from time to time, the position and pay classification plan may be amended by ~~City~~City Council resolution upon receipt of a recommendation from the ~~City~~City Administrator. In making such recommendations, the ~~City~~City Administrator shall consider the following factors:

- ~~a.~~ Maintenance of equitable relationship between classes, based on their relative duties and responsibilities.
- ~~b.~~ Indicators~~,~~ from the appropriate labor market~~,~~ for comparable work under similar conditions.
- ~~c.~~ Current recruitment and retention experience.
- ~~d.~~ Comparable worth for all positions within the organization.
- ~~e.~~ Ability of the ~~city~~City of Ramsey to fund the position.

Content of Pay Plan

The pay plan presented to the ~~City~~City Council for its consideration shall consist of the minimum and maximum rate of pay for each position in the organization.~~—~~ Each position shall be assigned to a pay class, and all positions in the pay class shall be compensated according to the established pay range. A pay range will be assigned to each class according to the responsibilities of the position, the duties and pay for other positions, prevailing rates of pay for comparable positions in public and private employment in the area, fringe benefits received by employees, the financial policy of the ~~City~~City, federal and state statutes, and other pertinent economic factors.

Pay Plan Administration

The ~~City~~City Administrator shall be responsible for administering the Pay Plan according to this section.

Beginning Salary Rate

~~—~~The beginning rate for a new employee will be the minimum rate in the established class for ~~his or her~~their position classification. The ~~e~~Employer, at its sole discretion, may approve a pay rate above the minimum rate to:

- ~~a.~~ ~~—~~Mitigate recruiting obstacles.
- ~~b.~~ ~~—~~Hire a person with superior qualifications.
- ~~c.~~ ~~—~~Correct salary inequities.
- ~~d.~~ ~~—~~Give credit for prior service.

Method of Progressio~~n~~n~~n~~

After appointment or promotion and pending satisfactory performance, an employee shall be eligible for advancement through ~~his/her~~their respective salary range as specified in the collective bargaining agreement or as authorized by the ~~City~~City Council.

Market Adjustment Pay~~–~~

Occasionally positions within the ~~City~~City may fall behind in pay with regard to the market value.~~-~~ Contingent upon the provisions of the Public Employment Labor Relations Act and Pay Equity compliance, w~~W~~hen this becomes apparent, the Administrative Services Director may, in ~~his or her~~their sole discretion, make a recommendation for the appropriate salary adjustment to the ~~City~~City Administrator.~~–~~ Upon approval by the ~~City~~City Administrator, the employee in said position will receive a salary range adjustment.~~–~~ The employee will retain their ~~her or his~~ original anniversary date for the purposes of step increases and performance evaluations.~~–~~ Any increases that result in more than a ~~five~~ five percent increase shall be submitted to the ~~City~~City Council for approval or denial.

Extra Duty Pay ~~-~~/ ~~-~~Interim Pay

The ~~City~~City Administrator shall have the authority to grant short-term extra duty pay.~~–~~ Any extra duties that qualify for extra duty pay would be responsibilities that fall well outside of the respective employee's job description and would have a defined end date, but would not exceed six months. Typically, extra duty pay would be tied to a special project or event.~~–~~ At the ~~City~~City's discretion, extra duty pay may be paid via a payroll stipend.~~–~~ Interim pay would include, for example, filling in for a vacancy, FMLA or leave absence.~~—~~ Interim pay shall not exceed 10% over the current base salary.~~—~~ The ~~City~~City Administrator's approval of extra duty pay or interim pay is subject to available funding within the budget.

Overtime Compensation for Exempt Employees who also Work in a Non-Exempt Position Within the ~~City~~City

Federal law allows exempt ~~City~~City employees working two or more positions with the ~~City~~City to agree, in advance, to receive overtime compensation for the secondary position if it is non-exempt, subject to certain restrictions and limitations.~~–~~ Exempt employees holding two or more positions within the ~~City~~City, at least one of which is non-exempt, should consult with ~~Human Resources~~Human Resources regarding the possibility of overtime.~~–~~ No overtime will be paid pursuant to this provision without prior written approval from ~~Human Resources~~Human Resources.

Overtime pursuant to this section will be paid for hours worked in a secondary position only if the employee worked at least 40 hours at the primary position during the normal workweek.~~–~~ Sick and vacation leave, holidays, and compensatory time off count as time worked as per the Personnel Policy.

5.5 Payroll Deductions

Certain deductions from earnings, such as federal and state income taxes and social security taxes, are required by law.~~–~~ These deductions will be identified on the direct deposit vouchers.~~–~~ The amount of these required deductions may change since they are affected by changes in the amount earned, and in the case of income tax, ~~they are affected~~ by changes in the number of dependents claimed.~~–~~ Monies earned during a two (2)~~-~~week pay period ~~,~~ cannot be divided into two payroll checks.~~–~~ Employees should contact ~~Human Resources~~Human Resources with any specific questions.

5.6 Meal Periods and Breaks

When working under conditions where a break period is practicable, all hourly employees are entitled to two (2) ~~15 minute~~15-minute breaks with pay per eight (8)~~-~~hour shift at times designated by the supervisor.~~–~~ Most employees also receive a thirty (30)~~-~~minute unpaid meal period during each ~~eight hour~~eight-hour work day.~~–~~ Employees working greater than four hours~~,~~ but less than eight hours are entitled to one (1) 20-minute break.

5.7 Overtime Compensation / Compensatory Time Off

Non-exempt, non-union employees will be paid overtime compensation for all hours worked in excess of forty (40) hours per work-week at a rate of one and one-half times the regular rate of pay. Paid holidays, vacation leave, compensatory time off, and sick leave are considered time worked for the purposes of calculating overtime hours.~~–~~ No employee will be permitted to work overtime without the prior approval of the applicable Department Head.

Overtime pay will not be paid for time not worked. Exempt employees, as defined by the Fair Labor Standards Act, are not entitled to overtime pay, except as described in S~~s~~ection 5.4~~.~~, pertaining to exempt employees who also work in a non-exempt position within the ~~City~~City.

Non-exempt, non-union employees will be allowed to take compensatory time off in lieu of receiving over time compensation.~~–~~ Compensatory time off is computed at a rate of one and one-half times the hours worked in excess of the forty (40)~~-~~hour work week.~~–~~ Accrued compensatory

time off shall not exceed 120 hours at any time.– Once an employee has accrued 120 hours of compensatory time off, compensation for additional hours worked must be paid in cash, rather than accrued as compensatory time off.

The CityCity reserves the right to payout any compensatory time off hours in excess of 80 hours, as it deems necessary.

The CityCity allows employees to cash out up to a maximum 40 hours of compensatory time off annually,; to be paid out up to twice annually: , January 1 through January 15, and November 1 through November 15 of each year, to totaling a maximum payout of 40 hours of compensatory time off. Note: upon terminating employment with the CityCity, all compensatory time off will be paid out at 100% of the accrued balance.

For the purposes of calculating overtime, an employee using paid holidays, vacation leave, sick leave, or compensatory time off is considered to be working.

Accrued compensatory time off may be used with prior approval from the employee's Department Head or the Department Head's designee.– Upon an employee's separation from the CityCity, there will be a pay-out of accrued and unused compensatory time off will be paid out at the then-current hourly rate of pay.

For the purposes of computing overtime compensation and compensatory time, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

5.8 Severance Pay

Severance pay, based on eligible unused ESSTsick leave, is available to employees who have at least five (5) years of continuous regular service with the CityCity and resign "in good standing".". If , the employee is terminated because of malfeasance in office, gross misconduct, conviction of a felony, or conviction for an illegal act involving personal gain to the employee, then employer shall have no obligation to pay the aforementioned severance pay. Employees who are discharged are not "in good standing" and may not receive severance pay pursuant to this policy

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Eligible ESSTsick leave includes combined total of both traditional sick leave and earned sick and safe time, is based on the percentages shown below:.

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Years of Continuous Employment	Percentage of Unused Accumulated Sick Leave Payable	Additional 10% With 3-Month Notice of Resignation
5 years	33%	43%
10 years	45%	55%
15 years	50%	60%

Eligible severance pay will applied per the applicable PEHCSP agreement, as provided in Policy 4.8.

Qualifying employees who resign "in good standing" shall receive a lump sum payment upon termination of employment with the cityCity of Ramsey based on thirty-three (33) percent of employee's unused, accumulated sick leave after five (5) years of continuous employment. After

~~fifteen (15) years of continuous employment, the employee will instead receive thirty-five (35) percent of said employee's unused, accumulated sick leave. After twenty (20) years of continuous employment, the employee will instead receive thirty-seven (37) percent of unused accumulated sick leave. After twenty-five (25) years of continuous employment, the employee will instead receive forty (40) percent of said employee's unused, accumulated sick leave.~~ Eligible severance pay will be ~~applied~~ processed per the applicable PEHCSP agreement. ~~as provided in Policy 4.8.~~

~~Replace above with . . .~~

~~Qualifying employees who resign "in good standing" shall receive a lump sum payment upon termination of employment with the City of Ramsey based on thirty-three (33) percent of employee's unused, accumulated sick leave after five (5) years of continuous employment. After ten (10) years of continuous employment, the employee will instead receive thirty-five (45) percent of said employee's unused, accumulated sick leave. After fifteen (15) years of continuous employment, the employee will instead receive fifty (50) percent of unused accumulated sick leave. Eligible severance pay will be applied per the applicable PEHCSP agreement as provided in Policy 4.8.~~

Commented [CL6]: This section to be discussed with the City Council.

After five (5) years of continuous employment, EMPLOYEES who submit a letter of resignation at least three (3) months (90 calendar days) in advance of their last day worked, shall receive an additional ten percent (10%) added to the applicable years of service tier, to be deposited into the employee's; Health Care Savings Plan

Receipt of severance pay terminates all seniority rights and ends all ~~city~~City of Ramsey liability with regard to other benefits, except as otherwise provided by law and any applicable collective bargaining agreement.

SECTION 6 LEAVE

~~— Add language showing what type of leave will accrue vacation and sick time.~~

Commented [NL7]: Add language showing what type of leave will accrue vacation and sick time – this was stated here before I edited.

6.1 Vacation Leave

The ~~city~~City of Ramsey provides eligible employee~~s~~ vacation benefits to promote rest and relaxation away from work.– Requests for scheduled vacation should be made to the Supervisor/Department Head by January 31 of each year.– When considering whether to grant conflicting vacation requests submitted during January of each year, seniority by department will prevail; thereafter, vacation leave shall be initiated on forms submitted to the Department Head or the Department Head's designee at least two weeks prior to the requested vacation time off. Exceptions to this policy are granted on a ~~very~~ limited basis.– To assure efficient functioning of the ~~City~~City, it is necessary to limit the number of employees on vacation at the same time.

An employee's banked vacation leave must be within two times the yearly accrual by December 31st, unless approved by the ~~City~~City Administrator.– Once an employee has banked the maximum amount of vacation hours allowed, all additional hours accrued are forfeited.– Employees are responsible for monitoring their own balances. Additional pay in lieu of vacation is not permitted.

For the purposes of accumulating additional vacation leave, an employee using earned vacation leave, sick leave, compensatory time off, or paid holidays is considered to be working.

At the discretion of the Department Head or the Department Heads designee, an employee may use accrued vacation leave during the probationary period.– Vacation leave may be taken no sooner than the next pay period after it is earned. Vacation hours may not be used to extend an employee's actual termination date.

An employee who separates from the ~~City~~City "in good standing" after one-year of ~~,~~ ~~shall~~employment shall be compensated for vacation accrued and unused through the last date of employment. If applicable ~~,~~ the compensation will be submitted to the non-union post-employment healthcare savings plan.– Separation/vacation payouts are ~~can~~ only available to employees ~~be taken~~ after one year of service.

Commented [CL8]: This one-year language was not negotiated with the unions and would be awkward to administer.

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Commented [CL9]: This is new.

New employees will begin employment with a vacation balance of ~~zero~~ five days, followed by vacation accruals based on one of the following vacation accrual schedules.– However, at the discretion of ~~City~~City Administrator, a one-time vacation credit may be negotiated ~~and~~ in order to:

- ~~a.~~ Mitigate recruiting obstacles.
- ~~b.~~ Hire a person with superior qualifications.
- ~~c.~~ Give credit for prior service.

The bi-weekly accrual rate will not be accelerated due to any upfront vacation credits.

VACATION ACCURAL SCHDULES:

Department Head Vacation Accrual Schedule		
~~Effective Date~~Years of Service (YOS)	Bi-weekly Accrual Rate	Vacation Days/Year
First Year~~Start date~~	Advanced 5 of 15 days 3.08 hours/pay period~~4.62 hours/pay period~~	15 days~~15 days~~
2nd through 5th YOS~~6th Anniversary~~	4.62 hours/pay period~~5.54 hours/pay period~~	15 days~~18 days~~
6th YOS~~7th Anniversary~~	5.54 hours/pay period~~6.15 hours/pay period~~	18 days~~20 days~~
7th YOS~~12th Anniversary~~	6.15 hours/pay period~~6.46 hours/pay period~~	20 days~~21 days~~
12th YOS~~16th Anniversary~~	6.46 hours/pay period~~6.77 hours/pay period~~	21 days~~22 days~~
16th YOS~~17th Anniversary~~	6.77 hours/pay period~~7.08 hours/pay period~~	22 days~~23 days~~
17th YOS~~18th Anniversary~~	7.08 hours/pay period~~7.38 hours/pay period~~	23 days~~24 days~~
18th YOS~~19th Anniversary~~	7.38 hours/pay period~~7.69 hours/pay period~~	24 days~~25 days~~
19th YOS	7.69 hours/pay period	25 days

Full-Time, Exempt /Management Vacation Accrual Schedule		
~~Effective Date~~Years of Service (YOS)	Bi-weekly Accrual Rate	Vacation Days/Year
First Year~~Start date~~	Advanced 5 of 15 days 3.08 hours/pay period~~4.62 hours/pay period~~	15 days~~15 days~~
2nd through 5th YOS~~6th Anniversary~~	4.62 hours/pay period~~5.54 hours/pay period~~	15 days~~18 days~~
6th YOS~~8th Anniversary~~	5.54 hours/pay period~~5.85 hours/pay period~~	18 days~~19 days~~
8th YOS~~10th Anniversary~~	5.85 hours/pay period~~6.15 hours/pay period~~	19 days~~20 days~~
10th YOS~~12th Anniversary~~	6.15 hours/pay period~~6.46 hours/pay period~~	20 days~~21 days~~

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12th YOS~~16th Anniversary~~	6.46 hours/pay period~~6.77 hours/pay period~~	21 days~~22 days~~
16th YOS~~17th Anniversary~~	6.77 hours/pay period~~7.08 hours/pay period~~	22 days~~23 days~~
17th YOS~~18th Anniversary~~	7.08 hours/pay period~~7.38 hours/pay period~~	23 days~~24 days~~
18th YOS~~19th Anniversary~~	7.38 hours/pay period~~7.69 hours/pay period~~	24 days~~25 days~~
19th YOS	7.69 hours/pay period	25 days

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Full-Time, Non-Union Vacation Accrual Schedule		
~~Effective Date~~Years of Service (YOS)	Bi-weekly Accrual Rate	Vacation Days/Year
First Year~~Start date~~	Advanced 5 of 10 days 1.54 hours/pay period~~3.08 hours/pay period~~	10 days~~10 days~~
2nd through 5th YOS~~6th Anniversary~~	3.08 hours/pay period~~4.62 hours/pay period~~	10 days~~15 days~~
6th through 10th YOS~~12th Anniversary~~	4.62 hours/pay period~~6.15 hours/pay period~~	15 days~~20 days~~
11th through 15th YOS~~16th Anniversary~~	6.15 hours/pay period~~6.46 hours/pay period~~	20 days~~21 days~~
16th YOS~~17th Anniversary~~	6.46 hours/pay period~~6.77 hours/pay period~~	21 days~~22 days~~
17th YOS~~18th Anniversary~~	6.77 hours/pay period~~7.08 hours/pay period~~	22 days~~23 days~~
18th YOS~~19th Anniversary~~	7.08 hours/pay period~~7.38 hours/pay period~~	23 days~~24 days~~
19th YOS ~~20th Anniversary~~	7.38 hours/pay period~~7.69 hours/pay period~~	24 days~~25 days~~
20th YOS	7.69 hours/pay period	25 days

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Regular part-time employees are eligible to earn vacation leave in proportion to that earned by regular full-time employees based on the number of hours worked. Vacation leave will count toward total budgeted work hours for the year.

~~Regular part-time employees are eligible to earn vacation leave in proportion to that earned by regular full-time employees based on the number of hours worked. Vacation leave will count toward total budgeted work hours for the year.~~

6.2 ~~Traditional Sick Leave and~~ Earned Sick and Safe Time (ESST)

~~Traditional sick leave shall include and may be authorized when the employee is unable to perform work duties due to illness, disability, the necessity for medical, dental, or chiropractic care, childbirth, or exposure to contagious disease that may where such exposure may endanger the health of others with whom the employee would come into contact while in the course of performing work duties. Traditional sick leave may also be authorized when the employee's presence is necessary, for actual illness, injury, legal quarantine, or medical treatment for serious illness in the employee's immediate family. For the purpose of this policy, "iImmediate family" is for the purposes of this policy, shall be defined as employee's spouse, parent, step parent, children, step children, brother, sister, grandparents, grandchildren, or a similar family member like member of the employee's spouse's family.~~

~~Traditional sick may only be used for the reasonsas listed above and does not include the expanded ESST uses and expanded ESST family members covered by as it may differ from ESST. EmployeesIt may find it beneficial to benefit employees to first draw upon the traditional sick leave accruals first, provided so long as the reason for using sick leave meets the traditional sick leave criteria, and save their ESST time for situations that require the expanded uses allowed under ESST.~~

~~To be eligible for traditional sick leave with pay, an employee mustshall:~~

- ~~(1) Rreport as soon as possible to the EMPLOYEE'S employee's Ddepartment Hhead the need for sick leave and whether the sick leave is for the employee, theiremployee's child, adult child, spouse, sibling, parent, grandparent, or stepparent.;~~
- ~~(2) Kkeep the employee's Ddepartment Hhead informed of the need for continued sick leave if the absence is of more than three (3) days duration.;~~
- ~~(3) Ssubmit a medical certificate for any absence if required by the CityCity Administrator.;~~
- ~~(4) Pprovide the employer with sufficient information needed in order to comply with the Family and Medical Leave Act.~~

~~Eligible uses of earned sick and safe time include:~~

- ~~The employee's own mental or physical illness, treatment, or preventive care.~~
- ~~A family member's mental or physical illness, treatment, or preventive care.~~
- ~~Absence due to domestic abuse, sexual assault, or stalking of the employee or a family member.~~
- ~~Closure of the employee's workplace due to weather or a public emergency, or closure of a family member's school or care facility for the same reasons.~~

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- A determination by a health authority or healthcare professional that the employee or a family member is at risk of infecting others with a communicable disease.

Eligible family members for earned sick and safe time include:

- The employee's child, including foster child, adult child, legal ward, a child for whom the employee is the legal guardian, or a child to whom the employee stands (or stood) in loco parentis.
- The employee's spouse or registered domestic partner.
- The employee's sibling, stepsibling, or foster sibling.
- The employee's biological, adoptive, or foster parent, stepparent, or a person who stood in loco parentis when the employee was a minor child.
- The employee's grandchild, foster grandchild, or step-grandchild.
- The employee's grandparent or step-grandparent.
- A child of the employee's sibling.
- A sibling of the employee's parents.
- A child-in-law or sibling-in-law.
- Any of the family members listed above (1-9) of the employee's spouse or registered domestic partner.
- Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship.
- Up to one individual annually designated by the employee.

Earned sick and safe time (ESST) eligible uses shall include: 1. the employees mental or physical illness, treatment or preventive care; 2. a family member's mental or physical illness, treatment or preventive care; 3. absence due to domestic abuse, sexual assault or stalking of the employee or a family member; 4. closure of the employee's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency; and 5. when determined by a health authority or health care professional that the employee or a family member is at risk of infecting others with a communicable disease.

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Earned sick and safe time eligible family members shall include:1. Employee's child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent); 2. their spouse or registered domestic partner; 3. their sibling, stepsibling or foster sibling; 4. their biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child; 5. their grandchild, foster grandchild or step-grandchild; 6. their grandparent or step-grandparent; 7. a child of a sibling of the employee; 8. a sibling of the parents of the employee; 9. a child-in-law or sibling-in-law; 10. any of the family members (1 through 9 above) of an employee's spouse or registered domestic partner; 11. any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and 12. up to one individual annually designated by the employee.

To be eligible for earned sick and safe time (ESST), an employee shall provide notice of ESST use and documentation as follows:

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- If the need for use of ESST is foreseeable, the employer requires employees to provide seven (7) days' notice.

- ~~If the need for use of ESST is not foreseeable, employees must provide notice as soon as practicable.~~

~~Employees must inform their supervisors of their~~ shall provide notice of the intent to use ESST ~~to their supervisors via the supervisor's stated expectations, which may include such as, notifying a supervisor by~~ via email, telephone, or text message.

~~If an employee uses ESST for more than three (3) consecutive days, the employer may require employees to provide reasonable documentation demonstrating the ESST use is covered by one of the~~for a qualifying reason. ~~Examples of acceptable documentation includes, such as:~~

- ~~A~~a signed statement by a health care professional
- ~~A~~a court record
- ~~A~~a signed document from a victim services organization

- ~~A~~a written statement from the employee indicating the employee is using or used ESST ~~for a qualifying purpose~~

~~The Employer will not require an employee to disclose details related to domestic abuse, sexual assault, or stalking, or the details of the employee's or the employee's family member's medical condition.~~

~~ESST shall be administered per Minnesota Law, §§181.9445–181.9448, using~~ by means of the ~~Accrual and Carryover method.~~

~~Using or claiming traditional sick leave or ESST for a purpose not authorized by this policy may be cause for~~result in ~~disciplinary action.~~

Effective January 1, 2025, all accrued and accumulated ESST leave shall be designated as Earned Sick and Safe Time (ESST), under Minnesota Statutes §§ 181.9445-181.9448, as amended and shall be administered in accordance with the ESST statutes.

Every probationary, regular, and part-time EMPLOYEE is entitled to ESST leave with pay. For full-time employee's ESST time shall accrue at the rate of eight (8) hours for each calendar month of full-time service or major fraction thereof. Part-time employees shall accrue ESST leave on a pro-rata basis, but no less than one (1) hour for every thirty (30) hours worked. ESST leave may be accumulated to a maximum of 960 hours and may be granted in units of not less than 15 minutes ~~2 hours~~. Unused ESST leave in excess of 960 hours at the end of a calendar year (January 1st) shall be converted to the post-employment healthcare savings plan at a rate of one hour for each two hours of ESST leave in excess of 960 hours.

ESST leave may be granted by the EMPLOYEE'S Department Head when the EMPLOYEE has communicated the request to the supervisor, and is unable to perform work duties due to reasons listed under Minnesota Statute §§ 181.9447, as amended.

To be eligible for ESST leave with pay, an EMPLOYEE shall:

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1) report as soon as possible to the employee's immediate supervisor the need to utilize ESST leave; and

2) keep the EMPLOYEE'S immediate supervisor informed of such EMPLOYEE'S ability to return to work.

Using or claiming ESST leave for a purpose not authorized Minnesota Statute §§ 181.9447, as amended shall be cause for disciplinary action.

For the purpose of accumulating additional ESST leave, an EMPLOYEE using earned vacation leave, ESST, compensatory time off or paid holidays is considered to be working.

Upon EMPLOYEE'S termination of employment with the EMPLOYER, thirty-three percent (33%) of the EMPLOYEE'S unused ESST balance shall be deposited into the EMPLOYEE'S Health Care Savings Plan after five (5) years of continuous employment. Severance pay shall not be available in any sum to an EMPLOYEE if that EMPLOYEE is discharged for just cause; severance pay shall not be paid if an EMPLOYEE voluntarily terminates his or her employment prior to five (5) years of continuous employment service; or the EMPLOYEE voluntarily terminates his or her employment without giving the EMPLOYER fourteen (14) days written notice. After ten (10) years of continuous employment service, the EMPLOYEE will receive forty-five percent (45%) of said EMPLOYEE'S unused, accumulated ESST leave. After fifteen (15) years of continuous employment service, the EMPLOYEE will receive fifty percent (50%) of unused, accumulated ESST leave.

After five (5) years of continuous employment, EMPLOYEES who submit a letter of resignation at least three (3) months (90 calendar days) in advance of their last day worked, shall receive an additional ten percent (10%) added to the applicable years of service tier.

EMPLOYEES are allowed funeral leave up to 24 hours twice annually per occurrence (a maximum of 48 hours annually) for a death in the immediate family. Immediate family for this section is defined as spouse, parent, step-parent, children, step-children, brother, sister, grandparents, grandchildren or a like member of Employee's spouse's family.

That time is not chargeable against any accrued vacation, sick or compensatory time. Hours must be taken within 5 (five) calendar days from start to finish per occurrence.

Additional funeral leave, in order to make arrangements for or attend funeral services or a memorial, or address financial or legal matters that arise after the death of a family member may be taken from EMPLOYEES earned sick and safe time accrual as available and as defined under Minnesota Statute §§ 181.9445, as amended. This leave shall be deducted from EMPLOYEES the earned sick and safe accrual.

If the need for funeral leave does not meet either the EMPLOYERS funeral leave policy or state statute for earned sick and safe time, EMPLOYEES may request vacation or compensatory time off as the EMPLOYEE may choose and have available.

All references to the post-employment healthcare savings plan are contingent upon the plan

design in place at the time of dispursment.

Sick Leave Accrual, Conversion, and Carryover
Every probationary and regular employee is entitled to accrue a combined total of traditional sick leave and earned sick and safe time (ESST) with pay at a rate of eight (8) hours for each calendar month of full-time service, or major fraction thereof. The employer may calculate sick leave on an hourly basis equivalent to 96 hours per 2,080 hours of compensated time, excluding overtime.

Combined unused traditional sick leave and unused ESST exceeding 960 hours at the end of a calendar year (January 1) shall be converted to vacation time at a rate of one hour vacation for each two hours of sick leave in excess of 960 hours. Employees enrolled in the non-union post-employment healthcare savings plan under section 4.8 of this policy shall contribute all unused sick leave hours exceeding 960, at a rate of one hour for every two hours of excess sick leave, to the post-employment healthcare savings plan.

ESST shall be a subset of traditional sick time and shall be accrued at a rate of one hour of paid leave for every 30 hours worked, to a maximum of 48 hours per year. The remaining accrual, shall be applied to the traditional sick leave bank.

Employees are eligible for carry over of accrued unused ESST into the following year, but the total of ESST carry over hours shall not exceed 80 hours.

For the purpose of accumulating additional traditional sick leave and ESST, an employee using earned vacation leave, paid holidays, compensatory time or sick leave is considered to be working.

Regular part-time employees are entitled to combined traditional sick leave and ESST, calculated by converting their part-time employment to an equivalent adjusted full-time service basis.

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6.3 Holidays

The ~~city~~City of Ramsey recognizes thirteen (13) holidays for non-union employees.~~–~~ Regular employees are eligible for holiday pay, provided they work the day preceding ~~,~~ and the day following ~~,~~ the holiday~~,~~ (unless the day~~(s)~~ off were previously approved by the supervisor). Regular employees ~~who are~~ scheduled to work the holiday will ~~be given~~receive another day off with pay.

Paid holidays include:

1.	New Year's Day	January 1st
2.	Martin L King Day	3rd Monday in January
3.	President's Day	3rd Monday in February
4.	Memorial Day	Last Monday in May
5.	Juneteenth	June 19th
6.	Independence Day	July 4th
7.	Labor Day	1st Monday in September

8.	Veteran's Day	November 11th
9.	Thanksgiving Day	4th Thursday in November
10.	Friday after Thanksgiving Day	(Non-union, AFSCME and LELS Captains only)
11.	Christmas Eve	December 24th
12.	Christmas Day	December 25th
13.	*Eight Hour Floating Holiday	To be used Jan. 1 to Dec. 31

All employees in full-time regular positions are entitled to time off with full pay on designated holidays. The ~~City~~City shall be closed for business on ~~each such~~these holidays, though~~but~~ employees may be required to work due to ~~on paid holidays when~~ the nature of their duties or other conditions ~~requires them to do so~~.

Regular part-time employees are eligible for ~~to earn~~ paid holidays in proportion of what ~~to that earned by regular~~ full-time employees earn, based on the ~~number of~~ hours worked during ~~any given~~the pay period in which the holiday occurs ~~is paid~~. If a holiday falls on a non-scheduled workday for a part-time employee, the employee must take the paid holiday within the same period. ~~based on work hours budgeted on January 1. Paid holidays will count toward total budgeted work hours for the year.~~

~~If an approved holiday falls on a day a part-time employee is not scheduled to work, the employee must take the paid holiday leave during the same pay period in which the holiday occurred.~~

Employees may be required to work on paid holidays when the nature of their duties or other conditions. N~~require them to do so. A n~~on-exempt, non-union employees required to work on a holiday shall receive their full pay for the holiday, as well as a minimum of two ~~2~~ hours pay at a rate of 1.5 ~~1/2~~ times the employee's base hourly pay rate for the time worked on such holiday. All holidays specified will be paid in dollars or as earned compensatory time off.

Duty Crew Firefighters assigned to the Duty Crew schedule on a holiday shall be paid at time and a half for holiday hours worked.

When New Year's Day, Juneteenth, Independence Day, Veteran~~'~~s Day, or Christmas Day falls on a Sunday, the following Monday is ~~considered the paid holiday~~ observed as the holiday. I~~and i~~f ~~any such~~these days fall ~~s~~ on a Saturday, the preceding Friday ~~is considered~~will be observed as the paid holiday. When Christmas Eve falls on Sunday, the preceding Friday ~~is considered the paid holiday~~is observed as the holiday.

Each holiday commences at the beginning of the first shift on the holiday date ~~day on which the holiday occurs~~ and continues for 24 hours ~~thereafter~~. Eligible employees shall receive pay at ~~for official holidays at~~ their normal rate ~~of pay~~ if they are at work or on paid leave the ~~a leave of absence with pay the~~ last regular shift before and the first ~~to which they would have been assigned prior to the holiday and the first regular~~ shift after~~to which they would have been assigned following~~ the holiday.

New employees hired after December 1st are not eligible for the floating holiday in t~~during t~~he ~~calendar~~ year ~~in which~~ they were hired. Floating holidays may not carry over to the next calendar year. If an employee separates from the City without using their ~~be carried over.~~

~~Upon separation from the City~~City~~, if an employee has not used their~~ Floating Holiday, it will be forfeited.

6.4 Family and Medical Leave

Eligibility

To qualify ~~to take~~for FMLA leave under this policy, an employee must meet all the following conditions:

- The employee must h~~H~~ave worked for the ~~City~~City for at least 12 months (or 52 weeks) prior to the start date of the leave ~~is to commence~~. The 12 months or 52 weeks do not need to be ~~not have been~~ consecutive; however, the ~~City~~City will not count~~consider~~ any service occurring more than seven~~7~~ years before the ~~prior to the~~ employee's most recent hire date, unless the break was due to National Guard or Reserves military service obligation.
- The employee must h~~H~~ave worked at least 1,250 hours during the 12-month period prior to the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act ("FLSA") determine the number of hours worked by an employee.

Types of Leave Covered by FMLA ~~YPES OF LEAVE COVERED BY FMLA~~

E~~Leave will be granted to all e~~ligible employees may take leave for any of the following reasons:

- The birth of a child~~,~~ (including prenatal care)~~,~~ or for the placement of a child with the employee for adoption or foster care.~~:~~
- To care for a spouse, child, or parent who has a serious health condition.~~:~~
- Due to a serious health condition that makes the employee unable to perform the essential functions of the position.~~:~~
- A covered military member's active duty or call to duty or to care for a covered military member under ~~(~~Military Caregiver and Qualified Exigency Leave~~)~~ (described below).

D*EFINITIONS* ***~~EFINITIONS~~***

- **"Spouse"** does not include domestic partners or common-law spouses.
- **"Caring for"** a covered family member includes psychological ~~as well as~~and physical care. It also includes acquiring care and sharing care duties. An eligible **"child,"** with some exceptions, is under 18 years of age.
- An eligible **"parent"** includes a biological parent or a person who stood in the place of a parent.
- **"Serious Health Condition"** means an illness, injury, impairment, ~~or~~ physical, ~~-~~or mental condition that involves one of the following:

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- **Hospital Care**: Any period of incapa~~city~~city or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility.~~:~~
- **Pregnancy**: Any period of incapa~~city~~city due to pregnancy, prenatal medical care or childbirth.~~:~~
- **Absence Plus Treatment:** A period of incapa~~city~~city of more than three consecutive calendar days that also involves continuing treatment by or under the supervision of a health care provider.
- **Chronic Conditions Requiring Treatments**: An incapa~~city~~city from a chronic condition which requires periodic visits for treatment by a health care provider, continues over an extended period of time, and may cause episodic rather than a continuing period of incapa~~city~~city.~~:~~
- **Permanent/Long-Term Conditions Requiring Supervision**
- **Multiple Treatments:** Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider.

Length and Amount of Leave ~~ENGTH AND AMOUNT OF LEAVE~~

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The length of FMLA leave is not to exceed twelve (12) weeks in any twelve (12) month period. The leave year is calculated ~~based~~ on a rolling backward basis.

How Leave May be Taken ~~OW LEAVE MAY BE TAKEN~~

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FMLA leave may be taken for twelve (12) ~~(or less)~~ consecutive weeks, may be used intermittently (a day periodically when needed), or may be used to reduce the workweek or workday, resulting in a reduced--hour schedule. In all cases, the leave may not exceed a total of twelve (12) workweeks.

Intermittent leave may be taken when medically necessary for the employee's serious health condition or to care for a seriously ill family member. Intermittent leave must be documented in the medical certification form as medically necessary.

If an employee is taking intermittent leave or leave on a reduced schedule for planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as to not disrupt the ~~City~~City's business.

In instances when intermittent or reduced--schedule leave for the employee or employee's family member is foreseeable or is for planned medical treatment, including recovery from a serious health condition, the ~~City~~City may temporarily transfer an employee to an available alternative position with equivalent pay and benefits, if the alternative position would better accommodate the intermittent or reduced schedule.

Intermittent/reduced--scheduled leave may be taken to care for a newborn or newly placed adopted or foster care child, only with the ~~City~~City's approval.

Procedure for Requesting Leave and Notice~~ROCEDURE FOR REQUESTING LEAVE AND NOTICE~~

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All employees requesting FMLA leave must provide written or verbal notice of the need for leave to ~~Human Resources~~Human Resources. If the need for leave is foreseeable, the employee must give notice to their supervisor at least thirty (30) days prior to the date on which leave is to begin. If thirty (30) days' notice cannot be given, the employee is required to provide as much notice as practicable, including following required call-in procedures. Additionally, the City requires employees on FMLA leave to periodically report their status and intent to return to work.~~All employees requesting FMLA leave must provide written or verbal notice of the need for the leave to~~ Human Resources~~.~~

~~When the need for the leave is foreseeable, the employee must give verbal or written notice to his/her supervisor at least thirty (30) days prior to the date on which leave is to begin.~~

~~If thirty (30) days' notice cannot be given, the employee is required to give as much notice as practicable, including following required call-in procedures.~~

~~-~~

~~The City~~City requires an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

Certification and Documentation Requirements ~~ERTIFICATION AND DOCUMENTATION REQUIREMENTS~~

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For leave due to an employee's serious health condition or that of an employee's family member, the ~~City~~City may require the completion of a Medical Certification form by the attending physician or practitioner. The form must be submitted by the employee to Human Resources within fifteen (15) calendar days after the leave is requested. If the form is not submitted in a timely fashion, the employee must provide a reasonable explanation for the delay. Failure to provide medical certification may result in a denial or delay of the leave.

When leave is due to an employee's own serious health condition, a fitness~~-~~for~~-~~duty certification (FFD) may be required before an employee can return to work. Failure to timely provide such certification may eliminate or delay an employee's right to reinstatement under the FMLA.

If an employee is using intermittent leave and reasonable safety concerns exist regarding the employee's ability to perform ~~his or her~~their duties, a FFD certificate may be required as frequently as every thirty (30) days during periods when the employee has used intermittent leave.

Recertification of leave may be required if the employee requests an extension of the original length approved by the ~~City~~City or if the circumstances regarding the leave have changed. Recertification may also be required if there is a question as to the validity of the certification or if the employee is unable to return to work due to the serious health condition.

Reinstatement~~EINSTATEMENT~~

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Employees returning from Family and Medical Leave will be reinstated in the same position or a position equivalent in pay, benefits, and other terms and conditions of employment.

Group Health Insurance and Other Benefits, Concurrent Leave, and Substitution of Paid Leave~~ROUP HEALTH INSURANCE AND OTHER BENEFITS, CONCURRENT LEAVE AND SUBSTITUTION OF PAID LEAVE~~

An employee granted leave under this policy will continue to be covered under the ~~City~~City's group health and dental insurance plan under the same conditions and at the same level of ~~City~~City contribution as would have been provided had the employee been continuously employed during the leave period. The employee will be required to continue payment of the employee portion of group insurance coverage while on leave. Arrangements for payment of the employee's portion of premiums must be made by the employee with the ~~City~~City.

If there are changes in the ~~City~~City's contribution levels while the employee is on leave, those changes will take place as if the employee were still on the job.

Rights to additional continued benefits will depend on whether leave is paid or unpaid.
Any paid disability leave benefits (Short--Term Disability or Long--Term Disability), sick leave, or compensatory time off available to employees for a covered reason (an employee's serious health condition or a covered family member's serious health condition, including worker's compensation leave and Minnesota State Parenting Leave) will run concurrently with FMLA.

Minnesota Parenting Leave and all forms of paid time off (sick leave, disability leave, workers' comp leave, vacation, and compensatory time off) run concurrently with FMLA.

Minnesota Parental leave will run concurrently with any other applicable leave, such as FMLA, STD, paid parental leave, sick leave, or accrued vacation, and that paid leave cannot be utilized to extend FMLA or parental leave beyond twelve (12) weeks.

Failure to Return to Work After FMLA~~AILURE TO RETURN TO WORK AFTER FMLA~~

Under certain circumstances, if the employee does not return to work at the end of the FMLA leave for at least thirty (30) calendar days, the ~~City~~City may require the employee to repay the portion of the monthly cost paid by the ~~City~~City for group health plan benefits. The ~~City~~City may also require the employee to repay any amounts the ~~City~~City paid on the employee's behalf to maintain benefits other than group health plan benefits.

Activities Prohibited During FMLA ~~CTIVITIES PROHIBITED DURING FMLA~~

While on leave, an employee may not engage in activities (including employment) that~~which~~ have the same or similar requirements and essential functions of the ~~an~~ employee's current position.

While on leave, an employee may not engage in any activity that conflicts with the best interests of the ~~City~~City. Such conduct will result in disciplinary action, up to and including termination of employment.

S~~S~~eniority ~~ENIORITY~~

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Unless required by a contract provision, seniority does not accrue during any period of unpaid FMLA, except as allowed when the leave is covered by worker's compensation. However, seniority accrued prior to commencement of FMLA leave will not be lost.

FMLA – QUALIFIED EXIGENCY AND MILTARY CAREGIVER LEAVE

Qualified Exigency:
Eligible employees (as described above) whose spouse, son, daughter, or parent ~~either~~ has been notified of an impending call or order to covered active military duty, or who is already on covered active duty, may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service.

The qualifying exigency must be one of the following: (1) short-notice deployment; (2) military events and activities; (3) childcare and school activities; (3) financial and legal arrangements; (5) counseling; (6) rest and recuperation; (7) post-deployment activities; (8) parental care; or (9) additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

Military Caregiver Leave:
An employee eligible for FMLA leave (as described above) who is the spouse, son, daughter, parent, or next of kin of a covered servicemember may take up to 26 weeks in a single 12-month period to care for that servicemember.

The family member must be a current member of the Armed Forces (including a member of the National Guard or Reserves), who has a serious injury or illness incurred in the line of duty on active duty for which ~~he or she~~they are ~~is~~ undergoing medical treatment, recuperation, ~~or~~ therapy, or otherwise is on outpatient status or on the temporary disability retired list. Eligible employees may not take leave under this provision to care for former members of the Armed Forces, former members of the National Guard and Reserves, or members on the permanent disability retired list.

DEFINITIONS

- A **"son or daughter of a covered servicemember**" means the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age.
- A "**parent of a covered servicemember**" means a covered servicemember's biological, adoptive, step, or foster father or mother, or any other individual who stood in loco parentis to the covered servicemember. This term does not include parents "in law."
- The "**next of kin of a covered servicemember**" is the nearest blood relative, other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as ~~his or her~~their nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin and may take

FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin.

- **"Covered active duty"** means:
  - "Covered active duty" for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country.
  - "Covered active duty" for members of the reserve components of the Armed Forces (members of the U.S. National Guard and Reserves) means duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation as defined in section 101(a)(13)(B) of Title 10 of the United States Code.
- **"Covered servicemember"** means:
  - An Armed Forces member (including the National Guard or Reserves) undergoing medical treatment, recuperation, or therapy, or otherwise in outpatient status or on the temporary disability retired list, for a serious injury or illness[22]; or
  - A veteran who is undergoing medical treatment, recuperation, or therapy ,for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.
- **"Serious injury or illness"** means:
  - In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and
  - In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered servicemember, means a qualifying (as defined by the Secretary of Labor) injury or illness incurred by a covered servicemember in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank, or rating.

Amount of Leave: Qualified Exigency ~~MOUNT OF LEAVE – QUALIFIED EXIGENCY~~

An eligible employee can take up to 12 weeks of leave for a qualified exigency.

Amount of Leave: Military Caregiver ~~MOUNT OF LEAVE – MILITARY CAREGIVER~~

An eligible employee taking military caregiver leave is entitled to 26 workweeks of leave during a "single 12-month period." The "single 12-month period" begins on the first day the eligible employee takes FMLA leave to care for a covered servicemember and ends 12 months after that date.

Leave taken for any FMLA reason counts towards the 26-week entitlement. If an employee does not take all 26 workweeks of leave to care for a covered servicemember during this "single 12-month period," the remaining part of the 26 workweeks of leave entitlement to care for the covered servicemember is forfeited. 29 C.F.R. § 825.127(e)(1) (2017).

Certification of Qualifying Exigency for Military Family Leave ~~ERTIFICATION OF QUALIFYING EXIGENCY FOR MILITARY FAMILY LEAVE~~

The ~~City~~City will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification of Qualifying Exigency for Military Family Leave.

Certification for Serious Injury or Illness of Covered Servicemember for Military Family Leave ~~ERTIFICATION FOR SERIOUS INJURY OR ILLNESS OF COVERED SERVICEMEMBER FOR MILITARY FAMILY LEAVE~~

The ~~City~~City will require certification for the serious injury or illness of the covered servicemember. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification for Serious Injury or Illness of Covered Servicemember.

All other provisions of the FMLA policy, including Use of Paid Leave, Employee Status and Benefits During Leave, Procedure for Requesting Leave, and Benefits During Leave and Reinstatement, are outlined above in the FMLA policy.

Questions should be directed to Human Resources.

~~6.4 Family and Medical Leave~~

~~Eligible employees may be entitled to take unpaid leave pursuant to the Family and Medical Leave Act ("FMLA") for the purposes described in 29 U.S.C. § 2612 (as amended). All such leave, including the responsibilities of the City and its employees related to such leave, is subject to the conditions prescribed in the FMLA and the Department of Labor's regulations implementing the FMLA.~~

~~For additional information regarding FMLA leave, including the circumstances in which such leave may be taken, employees should consult the posted notices. In addition, as permitted by the FMLA, the City places the following restrictions on eligible employees' use of FMLA leave:~~

~~The City has designated a "rolling" 12 month period for purposes of determining employees' entitlement to FMLA leave. The "rolling" 12 month period begins on the date the employee uses "any" FMLA leave.~~

~~An eligible husband and wife couple employed by the City are permitted to take a combined total of 12 work weeks of FMLA leave in a single 12 month period if the FMLA leave is: (1) due to the birth of a son or daughter of the employees, (2) due the placement of a son or daughter with the employees for adoption or foster care, or (3) in order to care for a parent of the eligible employee.~~

~~Employees may request leave under this policy based on: (1) the birth of a son or daughter of the employee; (2) the placement of a son or daughter with the employee for adoption or foster care; (3) their own serious health condition; (4) to care for a parent, spouse, or child's serious health condition; (5) military caregiver leave; (6) a qualifying military exigency as defined in the FMLA or, (7) or any another eligible circumstances contingent upon the FMLA. Employees are required to submit a completed medical certification that complies with the requirements of the FMLA. Medical certification forms are available from~~ Human Resources. ~~Employees who request leave under this policy are required to submit medical certificate outlining the dates on which treatment is expected and the expected duration The City reserves the right to request a second opinion, at the expense of the City, to the extent permitted by the FMLA. If the results of the employee's certification differs from the results of the City's certification, the City may obtain a third opinion at the City's expense. The City also reserves the right to require periodic recertification, to the extent allowed by the FMLA and to contact the certifying medical provider to authenticate or clarify the medical certification in lieu of seeking a second opinion.~~

~~Separate certification may also be required regarding the nature of the family member's military service and/or the existence of a qualifying exigency, if leave is requested for that purpose.~~

~~Except in emergency situations, the employee is required to provide written notice of the need to take leave to the employee's supervisor not less than 30 days before the date the leave is to begin. If the leave is to begin in less than 30 days, the employee shall provide such written notice as soon as practicable.~~

~~Employees are required to use all accrued sick leave, vacation leave, and any other accrued paid leave, except a combined total of forty hours of accrued paid leave and/or compensatory time off, concurrently with leave provided under the FMLA. The combined paid and unpaid leave cannot exceed the applicable 12 week or 26 week maximum FMLA leave time. FMLA leave may run concurrently with a worker's compensation absence if the on the job injury or illness also qualifies as a serious health condition under the FMLA.~~

~~Subject to the terms, conditions, and limitations of applicable plans, eligible employees are entitled under the FMLA to the same health insurance benefits provided by the City while on FMLA leave to the same extent as if the employee were not on FMLA leave. Employees who contribute toward their health care coverage must continue to make that contribution while on leave, either through payroll deduction (if using paid leave) or by personal check (if using unpaid leave). If the employee fails to return to work after taking family or medical leave, the City may recover the premiums paid by the City for group health and life insurance unless the serious health condition of the spouse, child, parent or employee continues or for other circumstances beyond the control of the employee.~~

~~Vacation, sick, and holiday leave will not be earned during a period of unpaid FMLA leave. FMLA leave – whether paid or unpaid – will not constitute a break in service for purposes of computing years of service.~~

~~To the extent provided in the FMLA, employees generally have the right to return to an equivalent position with equivalent benefits, pay and other terms and conditions of employment upon returning to work after a period of FMLA leave. However, employees who fail return to work following, or require additional time away from work after exhausting, their FMLA leave in the designated "12 month period" no longer have FMLA protections of leave or job restoration. In addition, an employee who fails to return to work at the end of FMLA leave, in most cases, will be~~

~~considered to have voluntarily resigned his/her position with the City. Employees who do not return to work at the end of their FMLA leave may be terminated.~~

~~The City requires a medical certificate attesting to the employee's fitness for duty prior to the employee being allowed to return to work. The fitness for duty report must be based on the particular health condition(s) for which the leave was approved and must address whether the employee can perform the essential functions of the job. The~~ Human Resources ~~Manager may consult with a physician or other expert to determine reasonable accommodations for any employee who is a "qualified disabled" employee under the Americans with Disabilities Act. If a fitness for duty certification is required, the City may deny reinstatement until it is provided.~~

~~Records on family and medical leave will be kept along with normal personnel records except that any medical record will be maintained separately in accordance with applicable laws.~~

~~The FMLA is a complex area of law with detailed federal regulation that is impacted by other related issues. Questions should be directed to~~ Human Resources~~.~~

6.5 Extended Medical Leave

When medically necessary~~,~~ and upon receipt of a medical certificate from an employee's treating physician, the ~~City~~City Administrator may, at their~~his or her~~ sole discretion, approve a request for an unpaid medical leave extension of up to three months due to the employee's serious medical condition or to care for a spouse, parent, or child who has suffered a serious medical condition.

Before using unpaid leave under this section, the employee must ~~use~~ exhaust all paid leave. ~~except a combined total of forty hours of accrued vacation leave, sick leave, holiday pay, and/or compensatory time off.~~

While on an extended medical leave, ~~City~~City benefits will administered through COBRA and will be offered at employees' cost. ~~Health and life insurance benefits will continue to be paid by the City for an employee who is on extended medical leave at the same level as if the employee were working. Employees who contribute toward their health care coverage must continue to make that contribution while on leave, either through payroll deduction (if using paid leave) or by personal check (if using unpaid leave). If the employee fails to return to work after taking extended medical leave, the City may recover the premiums paid by the City for group health and life insurance unless the serious health condition of the spouse, child, parent or employee continues or for other circumstances beyond the control of the employee.~~

Vacation, sick, and paid holiday leave will not be earned during a period of unpaid extended medical leave. Use of approved extended medical leave will ~~not~~ constitute a break in service for purposes of computing years of service. The ~~city~~City of Ramsey does not guarantee job restoration after a period of extended medical leave.

The ~~City~~City requires a medical certificate attesting to the employee's fitness for duty prior to the employee being allowed to return to work.~~–~~ The fitness for duty report must be based on the particular health condition(s) for which the leave was approved and must address whether the employee can perform the essential functions of the job.~~–~~ The ~~Human Resources~~Human Resources ~~Manager~~Administrative Services Director may consult with a physician or other expert to determine reasonable accommodations for any employee who is a "qualified disabled" employee under the Americans with Disabilities Act.~~–~~ If a fitness ~~-~~ for ~~-~~ duty certification is required, the ~~City~~City may deny reinstatement until it is provided.

6.6 Bone Marrow Donation Leave

State law provides for paid leaves of absence for~~to an~~ employees who works an average of at least 20 hours per week and with~~seeks~~ to undergo a medical procedure to donate bone marrow.~~–~~ The length of the leave shall not exceed 40 work hours~~,~~ unless otherwise agreed to by the ~~City~~City. Bone Marrow Leave is not chargeable against accrued vacation~~,~~ ~~or~~ sick leave~~,~~ or compensatory time off.~~–~~ The ~~City~~City may require certification from the treating physician regarding the purpose and ~~length~~ duration of the leave requested by the employee.

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6.7 Temporary Light Duty

Consistent with public service needs, the ~~City~~City may assign light duty to employees who are temporarily unable to fully perform all work duties.~~–~~ The ~~City~~City reserves the sole right to determine, on a case-by-case basis, whether light duty will be assigned and, if assigned, what duties the employee will be expected to perform. The~~and the~~ duration of the assignment~~, which~~ cannot exceed four weeks without the ~~City~~City Administrator's approval. The ~~City~~City does not guarantee that any light duty will be available~~,~~ and is under no obligation to create a new position to accommodate any employee's inability to perform the essential functions of their job.~~–~~ Police Department and Fire Department employees are not eligible for light duty assignments~~,~~ unless approved by the Department Head and the Administrative Services Director.

The procedure for applying for a light duty assignment is~~will be~~ as follows:

- When an employee is unable to fully perform ~~provide full performance of~~ all assigned work duties, the employee may request light duty by submitting a written request to the Administrative Services Director.~~–~~ This~~e~~ request ~~shall~~ must be accompanied by the treating physician's medical certification indicating diagnosis, current treatment, and the extent and duration of any work restrictions.
-
- The ~~City~~City may require an independent evaluation conducted by a physician selected by the ~~City~~City to verify the diagnosis, current treatment, work restrictions, and expected length of disability.
-
- ~~Determinations~~ Decisions regarding light duty assignments will be made on a department-by-department, case-by-case basis.~~–~~ The Administrative Services Director, in consultation with the Department Head, will consider such factors as public service needs, ~~and~~ budgetary consideration, the need for work ~~which may~~that can be assigned as light duty, the

employee's capability of performing the work, the number of employees unnot available for work due to injury or illness, and other relevant factors. , as determined by the employee's Department Head and the Administrative Services Director The CityCity does not guarantee the availability of that any light duty will be available, and is under no obligation to create a new position to accommodate annay employee's inability to perform the essential functions of their job.

-
- The CityCity will determine the what job duties the employee will perform during light duty. These duties may tasks from include those currently assigned to the employee's current job classification or any other duties the CityCity considers to bedeems appropriate. The dDuration of light duty will be determined at the sole discretion of the CityCity and will, but shall not exceed four weeks without the CityCity Administrator's approval. -

If the treating physician requires a continuation of light duty beyond the initial two weeksfour weeks, the employee must submit updated documentation from the treating physician's documentation for review by the Administrative Services Director. Final approval or denial for an extension will be made's review, followed by the CityCity Administrator.

r's approval or denial to in order to determine if the City can grant additional light duty or not. The CityCity reserves the, at its sole discretion, reserves the right to terminate a light duty assignment at any time based upon, but not limited to, the factors set forth in sub-itemsection **C** above.

6.8 Military Leave

State and federal laws provide for and regulate military leave for employees who are called to military service, whether in the Reserves or full-time service. Leave from employment to participate in military duty is addressed in federal law in the Uniformed Services Employment & Re-employment Rights Act (USERRA). Public employees in Minnesota engaged in military service have additional benefits under Minnesota sStatutes. Every eityCity of Ramsey employee, whether in the Reserves or full-time service, will be afforded the benefits wo which they are entitled to them under federal and state law. Employees should contact Human ResourcesHuman Resources for additional details.

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6.9 ~~Parenting Leave~~ Pregnancy and Parenting Leave

All employees are entitled to take an unpaid leave of absence under the Pregnancy and Parenting Leave Act of Minnesota. Female employees may take leave for prenatal care , or incapaeityeity due to pregnancy, childbirth, or related health conditions. Additionally, as well as a biological or adoptive parents may take leave in conjunction with after the birth or adoption of a child. E as eligible employees are entitled to, for up to 12 weeks of unpaid leave, which, and must begin within twelve12 months of the birth or adoption of the child. If In the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.

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Employees should provide reasonable notice, which is at least 30 days. If the leave must be taken in less than 30three days, the employee should providegive as much notice as practicable.

Employees are required to use accrued leave (i.e., sick leave, vacation leave, etc.) during Parenting Leave. If the employee has any FMLA eligibility remaining at the time this leave commencesbegins, theis leave will also count as FMLA leave, and the. The two leaves will run concurrently. The employee is entitled to return to work in the same position and at the same rate of pay they employee was received beforeing prior to commencing cement of the leave.

Group insurance coverage will remain available while the employee is on leave pursuantunder to the Pregnancy and Parenting Leave Act; however, , but the employee will be responsible for the entirefull premium unless otherwise provided in this policy (i.e., if thewhere leave is also qualifies under FMLA qualifying).
For employees on an FMLA absence as well, the employer contributions toward insurance benefits will continue during the FMLA leave absenceperiod.

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~~Parenting Leave, as provided for in Minnesota Statutes, grants qualifying employees unpaid leave of up to twelve (12) weeks for: (1) a biological or adoptive parent in conjunction with the birth or adoption of a child; or (2) a female employee for prenatal care, or incapacity due to pregnancy, childbirth, or a related health condition. Parental Leave is considered to be taken simultaneously with FMLA leave. If leave is taken due to the birth or adoption of a child, the leave must begin within twelve (12) months of the birth or adoption, unless the child remains in the hospital after the mother has been discharged, in which case the leave must begin within twelve (12) months after the child leaves the hospital.~~

6.10 School Conference and Activities Leave

Any employeeEmployees may take up to 16 hours of unpaid leave for up to a total of sixteen hours during any 12-month period to attend school conferences or classroom activities related to theire employee's child (under 18 or under 20 and still attending secondary school), provided the conference or classroom activities cannot be scheduled during non-work hours. IfWhen the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave to avoid so as not to disrupt unduly disrupting City the operations of the cityCity. Employees may choose to use vacation leave hours for this absence but are not required to do so.

~~Any qualifying employee may take leave of up to 16 hours during any rolling 12-month period to attend school-related activities related to the employee's child attending school, provided the school-related activities cannot be scheduled during non-work hours.~~

~~When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to unduly disrupt the operations of the employer. Employees may use accrued vacation leave or compensatory time off concurrently with leave granted pursuant to this section. Or take the time unpaid….~~

6.11 Jury Duty or Witness Duty

Any employee who is required to serve as a juror or subpoenaed ~~who is under subpoena~~ as a witness in court for job ~~-~~related purposes will ~~, shall~~ be granted a leave of absence with pay while serving in such a capa~~city~~city.~~–~~ However, ~~-An~~ employees cannot receive more than their ~~employee's~~ normal take-home pay when employer-paid leave supplements ~~as a result of any employer pay supplemented to j~~Jury dDuty pay.~~–~~ Jury duty pay, ~~-~~excluding transportation reimbursements, must be remitted to the ~~City~~City within 30 days of ~~after~~ receipt ~~of payment~~ from the judicial agency.

If ~~When~~ employees are excused from jury duty or serving as a witness during their regular working hours, ~~they~~ employees are expected to return to work if practicable.

A copy of the summons shall be forwarded to ~~Human Resources~~Human Resources.

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6.12 Funeral Leave

Employees may take ~~are allowed funeral leave~~ up to 24 hours of funeral leave ~~twice annually~~ per occurrence, up to twice annually (a maximum of 48 hours ~~during any~~per calendar year), for the~~a~~ death of an~~in the~~ immediate family member.~~–~~ Funeral leave is not chargeable against any accrued vacation leave, sick leave, or compensatory time off.~~–~~ All funeral leave for a particular occurrence must be taken within five (5) calendar days from start to finish.

Additional funeral leave may be taken with prior supervisor approval ~~from the employee's supervisor~~.~~–~~ Such additional leave will be deducted from the employee' sick leave (up to three ~~(3)~~ consecutive days), vacation leave, or compensatory time off, depending on ~~as~~ the employee's choice and availability. ~~may choose and have available.~~

~~Immediate family, F~~For the purposes of this section, immediate family includes ~~shall be defined~~ as spouse, parent, stepparent, child~~ren~~, step-child~~ren~~, brother, sister, grandparent~~s~~, grandchild~~ren~~, an individual~~ls~~ where the employee is a legal guardian~~-~~, ~~-~~or a similar ~~like~~ member of employee's spouse's family.

SECTION 7 CONDUCT

7.1 Code of Conduct

Policy of Statement ~~olicy Statement~~

It is the policy of the ~~city~~City of Ramsey to maintain a respectful work environment free from violence, discrimination, and offensive or degrading remarks or conduct. Preserving a respectful environment in which to work is the shared responsibility of both management and employees. Inappropriate conduct or communication can interfere with an individual's employment or use of public services~~,~~ or create an intimidating, hostile, or offensive work environment. Any employee found to have acted in violation of this policy shall be subject to appropriate disciplinary action, which may include dismissal from employment.

Scope ~~cope~~

This policy governs the conduct of all ~~City~~City personnel, including ~~:~~ elected officials; union, non-union, supervisory, non-supervisory, managerial, full-time, part-time and temporary employees; and members of ~~City~~City boards and commissions.

DEFINITIONS OF PROHIBITED BEHAVIORS ~~efinitions of Prohibited Behaviors~~

- **Violent behavior** includes the use or threat of physical force or intimidation to cause pain, fear, or harm ~~or hurt~~.
- **Discriminatory behavior** includes inappropriate remarks about or conduct related to an employee's race, color, creed, religion, national origin, disability, sex, marital status, familial status, age, sexual orientation, membership or activity in a local human rights commission, status with regard to public assistance, or other characteristics protected by ~~S~~state or federal anti-discrimination law.
- **Offensive behavior** may include, but is not limited to, such work-related actions as rudeness, exclusionary behavior, creating or displaying graphics depicting co-workers or customers ~~inappropriately~~, angry outbursts, inappropriate joking, vulgar obscenities, name-calling, disrespectful language, or the intentional filing of an unfounded complaint under this policy.

POLICIES~~olicies~~

~~1)~~ **1. ~~City~~City Employees in General**

Employees of the ~~City~~City shall conduct themselves at all times, while on duty or on ~~the employer's~~ City premises, in ~~such~~ a manner ~~that as to~~ reflects most favorably on the ~~City~~City. Conduct unbecoming a ~~City~~City employee ~~shall~~ includes violent behavior, discriminatory behavior, offensive behavior, harassment, and any conduct that discredits

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~~tends to bring~~ the ~~City~~City, ~~into disrepute or~~ reflects negatively on it~~the City~~~~City~~, or ~~that which has an~~ adversely ~~impacts on~~ the functioning of ~~one or more City~~City employees, ~~or~~ departments, or the organization ~~City~~~~City~~ as a whole.

~~2.~~

~~3. 2)~~ **Conduct in Dealing with the Public**

~~4.~~2.

While representing the ~~City~~City, employees shall be courteous to all members of the public. ~~They~~ Employees shall be tactful in the performance of their duties, ~~control their tempers and~~ exercise patience, and control their tempers. ~~and professional judgment. They Employees shall~~They must not engage in argumentative discussions or ~~behavior~~ prohibited behavior, ~~by this policy,~~ even if provoked. Course, ~~They~~ ~~Employees shall not use coarse,~~ violent, profane, or disrespectful language or gestures. ~~, and shall not exp~~As~~ress~~ well as ~~any~~ prejudicial expressions ~~c~~concerning race, color, creed, religion, national origin, disability, sex, marital status, familial status, age, sexual orientation, membership or activity in a local human rights commission, status with regard to public assistance, other characteristic protected by s~~S~~tate or federal anti-discrimination law, lifestyle, or other personal characteristics. ~~Employees shall not engage in violent behavior, discriminatory behavior, or offensive behavior when interacting with any member of the public.~~

If a member ~~In the event a member~~ of the public becomes abusive, employees should attempt to de-escalate ~~refrain from escalating~~ the situation. Employees may ~~and if possible, employ tactics to defuse the situation. While each employee is expected to use his or her best professional judgment to determine the most appropriate and effective way to interact with members of the public, some potential tactics include,~~ lower their voice, ~~or~~ ask the person to sit down, or, if necessary, ~~.~~ ~~If the situation doesn't improve, the employee can~~ refer the person to a supervisor. If the situation persists, employees may request police assistance. ~~or request that a police officer be called to the scene, if necessary.~~ Employees are not required to continue conversations that include profanity or threats; in such cases, ~~In those situations, the~~ employee~~s~~ should inform ~~refer~~ the individual, ~~to a supervisor or inform a caller,~~ as courteously as possible, that they are ending the interaction and will resume the conversation after ~~employee is hanging up and will talk with the caller after~~ the individual ~~caller~~ has calmed down.

~~5.~~3.~~3)~~ **Conduct B~~b~~etween Employees**

Employees shall cooperate with and treat co-workers at all levels courteously and respectfully. ~~be courteous to co-workers at all levels.~~ Employees are expected to ~~shall control their tempers and~~ refrain from ~~engaging in~~ violent ~~behavior~~, discriminatory ~~behavior~~, or offensive behaviors and to. ~~Employees shall~~ act professionally and courteously ~~when interacting with their coworkers~~in their interactions. Inappropriate behavior~~s prohibited by this policy~~ include~~s~~, but are~~is~~ not limited to:

- S~~s~~lamming doors, pounding tables, or kicking furniture.~~,~~
- U~~u~~nwanted ~~and/or unwarranted~~ physical contact, such as ~~of any nature, including~~ "roughhousing" (e.g., punching, pinching, or arm ~~such as punching in the arm, pinching, arm~~ twisting).
- ~~, etc., and other,~~ M~~similar unwanted conduct, m~~aking threats, berating, ~~or~~ belittling others, or ~~speaking in raised voices, using coarse, violent or profane language or gestures,~~ refusing to speak or respond when spoken to.

- Producing inappropriate graphics, using disparaging nicknames, or communication threats via any medium (voice, e-mail, notes, etc.)~~, and refusing to provide assistance when requested.~~

~~Employees shall treat each other with respect. They~~ Employees shall refrain from making disparaging remarks about ~~or using nicknames for other employees that are disparaging or based on a~~ personal characteristics, engaging in unwanted~~; producing cartoons or other graphics displaying other employees in an unfavorable light; communicating threatening or disparaging remarks via any medium (voice, e-mail, notes, etc.); engaging in unwanted~~ horseplay or practical jokes, and ~~;~~ failing to relay written, verbal or telephone messages.

~~6. 4)~~ Reporting Inappropriate Workplace Behaviors
4.

Any employee who believes that another ~~City~~City employee or elected official has engaged in behavior prohibited by this policy is encouraged to address the situation as described in paragraphs (a), (b), and (c) below. However, if the alleged conduct involves violent behavior, discriminatory behavior, or harassment prohibited by ~~City~~City policy, the employee is responsible for reporting the situation to the appropriate supervisor in accordance with the ~~City~~City's anti-harassment policy and paragraph (c) of this policy.

a) If possible, politely but firmly tell the person who is behaving inappropriately that you are uncomfortable with or offended by the behavior and ask them to stop.

b) Write a memorandum for personal reference that describes the inappropriate behavior, the date the inappropriate behavior occurred, how it made you feel, what you did, how the offending party responded, and the names and titles of any witnesses.

c) Report the conduct to your supervisor or department head or the employee's supervisor or department head. If the individual allegedly engaging in behavior is an elected official, report the conduct to the ~~City~~City's Administrative Services Director, ~~City~~City Administrator, the Mayor, or a member of the ~~City~~City Council, as appropriate.

When reporting, employees should be ~~prepared~~d) ~~The complaining party should be prepared~~ to provide the following information:

1. The complainant's name, department, and position title.
2. The name, department, and position title of the offending party (~~,~~if known).
3. The specific facts of the alleged inappropriate behavior, how long it has allegedly gone on, and any alleged employment action (demotion, failure to promote, dismissal, refusal to hire, transfer, etc.) that was supposedly taken against the employee who is filing the complaint.
4. Names of witnesses, if any, to the alleged harassment.
5. Whether the complainant has previously reported the alleged misconduct and, if so, to whom.

~~7.~~5.~~5)~~ ~~—~~Investigation of Complaints of Inappropriate Conduct

All supervisors and Department Heads receiving complaints of behavior prohibited by this policy shall report them to the Administrative Services Director.~~–~~ If the complaint involves alleged conduct by the Administrative Services Director, the supervisor or Department Head shall instead report the complaint to the ~~City~~City Administrator.

The Administrative Services Director, the ~~City~~City Administrator, or the identified ~~a~~ designee ~~of the City~~City Administrator~~,~~ shall investigate complaints of inappropriate workplace conduct prohibited by this policy.

~~8.~~6.~~6)~~ ~~—~~Consequences of Engaging in Inappropriate Workplace Conduct

Employees found to have engaged in prohibited conduct or to have intentionally filed a false complaint may face disciplinary action, up to and including termination, consistent with City policies and applicable laws. Supervisors who condone or fail to address prohibited behavior may also face disciplinary action.

~~Employees who are found to have engaged in conduct prohibited by this policy or to have intentionally filed a false claim of such conduct may be subject to disciplinary action, up to and including immediate termination, subject to the provisions of the Personnel Policy, applicable policies of the Police and Fire Departments, applicable collective bargaining agreements or other contracts, and applicable law.~~

~~Supervisors are required to deal swiftly and appropriately with employees who treat others disrespectfully. Any supervisor who condones or allows subordinates to engage in conduct prohibited by this policy or fails or refuses to respond appropriately to complaints of inappropriate workplace conduct prohibited by this policy, may be subject to disciplinary action as described in the preceding paragraph, whether or not the supervisor actually engaged in inappropriate workplace conduct.~~

~~9.~~7.~~7)~~ ~~—~~Retaliation for Complaints of Inappropriate Workplace Conduct

All employees are prohibited from retaliating or threatening to retaliate against anyone who complains of inappropriate workplace conduct or participates in the investigation or response to such conduct.~~–~~ Any employee found to engage in retaliatory actions is subject to discipline, up to and including immediate termination, subject only to the provisions of this personnel policy, applicable policies of the Police and Fire Departments, applicable collective bargaining agreements or other contracts, and applicable law.

~~10. 8)~~ ~~—~~Relationship of Code of Conduct to Harassment Policy

~~11.~~

8.

This policy supplements and does not replace the ~~City~~City's policies prohibiting discrimination, harassment in the workplace, and workplace violence.

7.2 Harassment Policy

This policy applies to all ~~City~~City employees, personnel, and volunteers without exception, including elected officials, temporary employees, employees working under contract for the ~~City~~City, and members of the paid-on-call fire department.

It is the policy of the ~~City~~City that all employees should be able to enjoy a respectful workplace and a work atmosphere free from all forms of unlawful harassment, including implied or expressed forms of sexual harassment. Harassment infringes on an employee's right to a comfortable, respectful work environment, is against ~~City~~City policy, and will not be tolerated. All employees are expected to treat their coworkers, subordinates, supervisors, and public contacts with respect at all times. The ~~City~~City does not tolerate any form of sexual harassment in the workplace, including acts committed by~~of~~ non-employees.

Any form of sexual harassment or other protected ~~-~~class harassment, as defined in this policy, is prohibited and may result in disciplinary action, up to and including immediate termination.

Sexual Harassment and Other Protected Class Harassment

For purposes of this policy, the term "sexual harassment" includes~~—~~ unwelcome physical or verbal conduct relating to an individual's sex or gender, or conduct ~~or~~ directed at an individual because of sex or gender. This includes ~~,~~ unwelcomed sexual advances, requests for sexual favors, and other verbal and physical conduct of a sexual or gender-related nature, when:

1. Submission to such conduct is made either implicitly or explicitly as a term or condition of an individual's employment;

2. Submission to or rejection of such conduct by an individual is used as a basis for an employment~~–~~ decision affecting the individual~~'s employment~~;

3. Such conduct has the purpose or effect of substantially interfering in an individual's employment or ~~in~~ creating an intimidating, hostile, or offensive working environment.

Violation of this p~~P~~olicy by an employee may result in ~~subject that employee to~~ disciplinary action, up to and including ~~immediate discharge~~ termination.

Examples of sexually harassing conduct under this policy may include, but are not limited to, the following:

- Use of offensive or demeaning terms that~~, which~~ have a sexual connotation or a negative gender connotation;
- Objectionable physical proximity or physical contact;
- Any unwelcome, sexually motivated touching;
- Repeated, unwelcome suggestions regarding, or invitations to, social engagements or work-related social events;
- Any indication, express or implied, that an employee's job security, job assignment, opportunities for advancement, or other terms or conditions of employment may depend on the granting of sexual favors to any other employee or ~~,~~ supervisor;

- Any action relating to an employee's job status that~~, which~~ is taken as a direct result of ~~the~~ granting or refusing ~~sal of~~ social or sexual favors;
- The deliberate or careless creation of an atmosphere of sexual harassment or intimidation;
- The deliberate or careless expression of jokes or remarks of a sexual nature to, or in the presence of, employees who may find such jokes or remarks offensive;
- The deliberate or careless dissemination or display of materials such as cartoons, articles, pictures, other graphics of a sexual nature that are not~~, etc., which have a sexual content and which are not~~ necessary for work;
- The use of suggestive facial expressions or gestures of a sexual nature.

Other protected class harassment is offensive conduct or communication based on an individual's ~~'~~ race, color, creed, religion, national origin, sex, sexual orientation, disability, age, marital status, familial status, status with regard to public assistance, or any other characteristic protected by S~~s~~tate or federal law when:

~~1.~~ Submission to such conduct is made either implicitly or explicitly as a term or condition of an individual's employment;

~~2.~~1. Submission to or rejection of such conduct by an individual is used as a basis for an employment ~~-~~decision affecting the individual's employment;

2. Such conduct has the purpose or effect of substantially interfering in an individual's employment or ~~in~~ creating an intimidating, hostile, or offensive working environment.

All employees should keep in mind that the absence of intent to harass an individual is not a defense to a complaint of harassment. It is the impact and nature of the conduct, not the intent, which determines whether the conduct is harassing.

Any employee who believes they are ~~he or she is~~ being subjected to sexual harassment or other protected class harassment in any form, or any employee with knowledge or belief of conduct on the part of another employee or other individual which may constitute a violation of this policy, is required to report the alleged conduct immediately to a supervisor or the Administrative Services Director.~~–~~ If the Administrative Services Director is the person alleged to have engaged in conduct prohibited by this policy, complaints should ~~instead~~ be made to the ~~City~~City Administrator. While the ~~City~~City encourages written reports of the alleged conduct, verbal reports will be accepted. The individual receiving the report should be prepared to supply the following information:

1. Date, time, and location of the incident
2. Identification of the offender(s)
3. A detailed description of the incident
4. Any materials in the complaining employee's possession related to the incident (e.g., cartoons, articles, pictures)

~~5.~~ Identification of any potential witnesses to the incident

~~6.~~5.

Additionally, at the time of the incident, if you are the employee being subjected to the inappropriate behavior and feel comfortable ~~in~~ so doing, you may, but are not required to, courteously ~~,~~ but firmly~~,~~ tell the individual(s) engaging in the inappropriate behavior to stop, explaining that ~~the behavior because~~ the behavior makes you feel intimidated, offended or uncomfortable. Include a summary of this discussion in your report to the supervisor, Administrative Services Director, or ~~City~~City Administrator.

Supervisors are responsible for maintaining a work environment that is respectful and free from discrimination in any form. These responsibilities include proactively maintaining the compliance with this policy by ~~of~~ all employees ~~with this policy~~.

Any supervisor who receives a formal or informal, oral or written report of harassment, or has~~ve~~ personal knowledge or reason to believe that such harassment has occurred, should ~~shall~~ inform the Administrative Services Director immediately, without screening or investigating the report. If ~~, unless~~ the Administrative Services Director is involved or have a conflict of interest, ~~in which case~~ the report shall be made to the ~~City~~City Administrator pursuant to the reporting procedures. Failure of any supervisory employee to forward such a report to the appropriate party may be grounds for discipline. If appropriate, the Administrative Services Director shall inform the Department Head of the report of harassment.

Upon receipt of a report or complaint of sexual harassment or other protected class harassment, the Administrative Services Director or ~~City~~City Administrator shall undertake or authorize an investigation. The investigation may be conducted by ~~City~~City officials or by a third party designated by the ~~City~~City. The ~~City~~City may take immediate steps, at its discretion, to protect the complainant and other employees or members of the public pending completion of the investigation.

The investigation methodology will be determined by the investigator depending on the specifics of each complaint. Investigations typically include, at a minimum, interviews with the reporting employee, the complaining employee (if different from the reporting employee), and alleged offender(s). The investigation methodology may additionally include additional interviews, document review, and other methods deemed pertinent by the investigator.

Every effort will be made to respect the privacy and identity of all parties to a complaint brought under this policy, subject to any applicable law, including the Minnesota Government Data Practices Act ("MGDPA"). In addition, the ~~City~~City has an obligation to investigate, ~~to~~ take necessary action to address allegations, and ~~to~~ comply with relevant state and federal regulations, and retains the right to disclose the identities of parties to a complaint, including witnesses, and the substance of complaints or witness statements as permitted or required by applicable law, including the MGDPA.

The investigator will forward a summary of the investigation, including the investigator's findings and conclusions, to the Administrative Services Director or ~~City~~City Administrator, as appropriate. The ~~City~~City will take all appropriate action, including, but not limited to, disciplinary action, to address any confirmed violation of this policy.

The ~~City~~City will not tolerate acts of retaliation against employees who have made a good faith report of suspected violations of this policy or any person who assists or participates in an investigation or ~~assists or participates in a~~ proceeding related to such investigation. The ~~City~~City

will discipline or take other appropriate action against any employee, personnel, elected official, or volunteer who engages in acts of retaliation towards such individuals. For purposes of this policy, retaliation includes, but is not limited to, ~~:~~ any form of intimidation, reprisal or harassment.

7.3 Workplace Violence Policy

Purpose and Definitions ~~urpose and Definitions~~

This policy applies to all City employees, personnel, and volunteers without exception, including elected officials, temporary employees, employees working under contract for the City, and members of the paid-on-call fire department. The ~~city~~City of Ramsey is committed to maintaining a safe environment for its employees and customers, free from violence, threats of violence, harassment, intimidation, and other disruptive behavior. Accordingly, the ~~City~~City will not tolerate any acts of violence toward employees, ~~ or~~ customers ~~of the City~~City, or ~~to~~ property. Any employee who commits or threatens an act of workplace violence may be subject to investigation and discipline, up to and including immediate termination. It is the goal of the ~~City~~City to provide a workplace that is free of intimidation, threats, and violence. This policy will also seek to provide guidance to employees when they encounter a situation that they believe could result in violence.

For purposes of this policy, the following definitions will be used:

Workplace Violence: ~~—~~The term ~~"~~"workplace violence"~~"~~ encompasses a wide range of behaviors that include, but are ~~is~~ not limited to, any act of physical, verbal, or written aggression against an employee or customer of the ~~City~~City; ~~or~~ threats to inflict physical harm, or damages to property; harm to ~~,~~ family members of an employee; ~~,~~ or any purposeful or knowing behavior that ~~which~~ would cause a reasonable person to feel threatened by an employee or non-employee in the workplace. Workplace violence does not include reasonable force in the defense of oneself or others. ~~Workplace violence~~It also does not include the appropriate use of force or weapons by law enforcement officers or others acting lawfully to protect and defend life and property, effectuate an arrest or detainment, or for other lawful purposes. ~~for which law enforcement officers are authorized to use force.~~

Threat: ~~–~~ A ~~a~~n expression by word or conduct of intent to commit violence that places the listener or reader in fear of imminent bodily harm, or is of such character that another individual could reasonably be placed in fear of imminent bodily harm. The overall context of statement, including non-verbal communications, will be taken into account to determine if such an expression is a threat covered by this policy ~~rule~~.

Employee Responsibilities ~~mployee Responsibilities~~

Employees are expected to treat co-workers, citizens, and property with respect. No employee is permitted to commit or threaten violence against another employee or customer of the ~~City~~City. Examples of prohibited conduct include, but are not limited to, physical abuse, verbal threats to inflict physical harm, vandalism, arson, and use of weapons.

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Employees are not permitted to bring a weapon into the ~~City~~City workplace or onto ~~City~~City property unless the weapon is required to fulfill the employee's job duties, such as those of a ppolice officer.

~~City~~City employees should not ignore violent, threatening, harassing, intimidating, or other disruptive behavior.– If anyone on ~~the City~~City premises displays such behavior, regardless of whether ~~he/she~~they are ~~is~~ a ~~City~~City employee, such behavior should be reported immediately to the employee's supervisor.– Employees are responsible for making the report, regardless of the relationship between the individual who initiated the threat or threatening behavior and the person(s) who was threatened or who was the focus of the threatening behavior.

Employees ~~shall be alerted to~~should remain alert to and immediately report suspicious or threatening behavior and incidents of workplace violence to their supervisor. Employees ~~and~~ should contact 911 in the case of an immediate, serious threat or crime.– In the event of imminent danger to persons or property, employees shall always take action to safeguard ~~persons~~ individuals or property before making a formal report.— Except as noted above, reports shall be made as soon as possible after a threat or act of workplace violence – preferably within 4-6 hours, or sooner if reasonably ~~able to do so~~.

Even without an actual threat, employees shall report any behavior they have witnessed that ~~which~~ they regard as threatening or violent.

Employees who have identified ~~City~~City work locations as being protected for purposes of restraining or protective orders shall immediately notify their supervisor.– The ~~City~~City understands the sensitivity of the information and will endeavor to handle the matter respectfully while also providing necessary notification and advance warning to fellow employees.

Supervisory Responsibilities ~~upervisory Responsibilities~~

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Supervisors are expected to appropriately and safely intervene when ~~they see~~ an employee is subjected to abuse~~on the receiving end of abuse~~, whether from another employee or a member of the public.– Supervisors and Department Heads who witness workplace violence or receive a complaint of workplace violence must notify the Administrative Services Director ~~of the situation~~ as soon as possible.

The responding supervisor shall assess whether there is a ~~current~~ significant current risk of violence that could result in physical harm to people and/~~and/~~or property. The supervisor should ~~and~~ establish command and determine the appropriate level of emergency response.– Actions~~The~~ supervisors or Department Head's may take ~~efforts may~~ include ~~the following actions~~:

- ~~Assuring~~ Ensuring that 911 has been called.
- Alerting other employees in the immediate area about the situation.
- Attempting to move individuals at risk to a safer location.
- Implementing the appropriate evacuation ~~proceed~~procedures~~ing~~ if rapid evacuation of the building seems warranted.

- Controlling staff involved to prevent interference with or hinderance of law enforcement or emergency personnel efforts.~~so that they do not interfere with or hinder the efforts of law enforcement or other emergency personnel who may respond to the incident.~~
- Ensuring~~Assuring~~ that necessary medical attention and/or emotional support is provided to the employees affected by the incident.
- Contacting the Administrative Services Director to:
  - ~~A~~arrange for relief from duty of the employee(s) involved in ~~who committed~~ the workplace violence.~~,~~
  - Ceoordinate an investigation.
  - H~~and to h~~andle disciplinary~~y~~ actions and ~~/~~return ~~to~~ work procedures~~issues~~.

~~*The Administrative Services Director*~~
~~may, in addressing the situation, consider the following:~~The Administrative Services Director may address the situation by:

- Assessing the needs of victims and other employees impacted by the incident.
- Evaluating and implementing ~~Any~~ additional security measures based on the following ~~that need to be put into place, taking into~~ considerations:
  - ~~T~~the likelihood of violence.
  - ~~T~~the costs and benefits of security measures.
  - ~~-~~the impact of security measures on the employee(s) involved and the rest of the workforce.
  - ~~-~~the impact of security measures on the ~~City~~City's ability to meet customer needs. ~~the needs of its customers~~

If~~When~~ a supervisor or Department Head is notified of an employee ~~having~~ identifying ~~ied~~ ~~City~~City work locations as being protected areas due to ~~for purposes of~~ restraining or protective orders, or in cases involving domestic violence, ~~OR of a domestic violence situation,~~ the Administrative Services Director ~~is to~~must be consulted immediately to determine the appropriate course of action. ~~what actions may be appropriate.~~
~~The Administrative Services Director may consult with the Police Department to determine what appropriate security measures need to be taken with regard to any reported or potential workplace violence incident.~~

Due to the need to allow public access to ~~City~~City facilities and services, the ~~City~~City cannot guarantee that violence will not occur on its premises.

The ~~City~~City subscribes to the concept of a safe work environment and supports the prevention of workplace violence. Prevention efforts include, but are not limited to, informing employees of this policy, instructing employees regarding the dangers of workplace violence, communicating the consequences for violating this rule, and providing a hierarchy for reporting ~~within which to report~~ incidents of violence without fear of reprisal.

Any ~~City~~City employee who violates this policy may be subject to disciplinary action, up to and including immediate termination.

Any customer of the ~~City~~City who violates this policy may be denied access to ~~City~~City business locations. Anyone who engages in violence may be subject to criminal sanctions.

7.4 Domestic Violence

At the request of the employee, the ~~City~~City will attempt to make reasonable accommodations ~~for a period of time~~ to shield or protect the~~an~~ employee from abuse while at work. These accommodations may in-clude~~through the~~ screening ~~of~~ telephone calls and visitors, ~~-~~or implementing other temporary measures. ~~-~~ In accordance with Minnesota law, employees may also use sick leave for "safety" leave" related to domestic violence situations.

7.5 Appearance and Dress Policy

The appearance and dress of City employees has a direct reflection on the professionalism of our services. A neat, well-groomed employee with good personal hygiene presents a positive image of the City and demonstrates the pride of City employees. Appearance and attire significantly influence ~~have an impact on the way~~how community members perceive City staff and the confidence customers have in the City's ability to provide quality services. The standard office attire for employees Monday through Friday will be Business Casual or Formal Business, with some exceptions on Fridays as noted below.

APPRORIATE CASUAL / FORMAL BUSINESS ATTIRE~~ppropriate Business Casual or Formal Business Attire~~

- Suits
- Sport Coats or blazers
- Dress slacks, pants, khakis, colored denim dress jeans (no blue jeans unless working outdoors or in spaces that are not clean; ~~-~~no rips, tears, stains, frayed fabric, etc.)
- Dress shirts, polos, blouses, shirts, or sweaters
- Dresses, skirts or business capris (no more than 3 inches above the knee)
- Any type of business shoes, dress sandals, loafers, clean earth~~-~~tone, white or black ~~or white~~ athletic shoes, but no extreme colors such as violet, indigo, blue, green, yellow, orange and red. ~~-~~(Crocks, flip flops, thongs, or barefoot sandals are not allowed).

APPROPRIATE CASUAL FRIDAY ATTIRE~~ppropriate attire for Casual Fridays:~~

- Casual sweaters, shirts or polos (slogans or advertising may not exceed 2 inches, other than City logos)
- Hooded sweatshirts with a City of Ramsey logo
- Casual slacks, pants, and denim jeans~~,~~ (no rips, tears, stains, frayed fabric, etc.)
- Periodically, as announced, sport jerseys or team shirts may be worn on casual Friday (in good condition~~;~~ no sweat pants or wind pants)

Employees who take Friday off may not substitute another day for "casual Friday."

INAPPROPRIATE ATTIRE / APPEARANCE IN THE WORKPLACE~~nappropriate Attire / Inappropriate Appearance~~

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~~The following items are never appropriate for the workplace.~~

- Unkept personal hygiene and an appearance that is not neat and tidy.
- Extreme hair colors such as~~, but not limited to~~ violet, indigo, blue, green, yellow, orange and red. Discussion needed regarding extreme hair color.
- Tattoos that are deemed ~~to be~~ offensive, including, ~~e. Examples of offensive tattoos include,~~ but ~~are~~ not limited to~~, those that~~ depicting racial, sexual, discriminatory, or gang-related images or obscene language, or those that undermine City's values. Offensive t~~T~~attoos ~~deemed offensive~~ must be covered while working.
- Tattoos on the head, face, neck, and hands are prohibited, excluding a ring.~~.~~
- Piercings that are loose or dangle, except for earrings or small, snug-fitting nose piercings or studs. ~~other than earrings or small snug fitting nose piercings or small nose studs~~
- Piercings that interfere with speaking clearly.
- Facial piercings (e.g., s~~S~~eptum, e~~E~~ye-lid, e~~E~~ye-brow, cheek, lips, etc.).
- Slogans or advertising ~~may not~~ exceeding 2 inches, ~~other than~~except for City logos.
- T-shirts, halter tops, tank tops, tube tops, muscle shirts, and shirts or dresses with spaghetti straps.
- Garments revealing the midriff or off-the-shoulder.
- Athletic wear (e.g., workout clothes, sweatpants, sweat suits, leggings, and yoga pants ~~(~~unless the upper garment drapes over and down to the mid-thigh~~)~~.
  - Team jerseys or sweatshirts may be worn during special sporting events on Fridays. ~~Athletic wear such as team jerseys or sweatshirts may be worn during special sporting events on a Friday~~
- Shorts and mini-skirts.
- Dirty, ripped, wrinkled, or stained clothing.
- Transparent or overly tight garments.
- Clothing that is overly revealing or outlandish, ~~so as to cause~~causing distraction.
- Clothing with offensive or derogatory images or wording. ~~Any clothing with images or wording that are offensive or derogatory.~~
- Flip flops, thongs, bare-foot sandals, ~~-~~and bare~~-~~bottom shoes.

Exceptions to ~~the above~~this policy will be made only on a case-by-case basis~~,~~ with a doctor's note stating the reason for the exception.

Employees Who Work Outdoors

Employees who work outside must follow the dress code established by their Department Head. Clothing must always be neat, clean, and not overly worn, faded, or in disrepair.~~–~~ Work shirts may not be sleeveless, and employees may not go shirtless while on duty.~~–~~ Solid~~-~~color shorts and jeans are acceptable when appropriate and with prior approval from the Department Head.

Uniformed Personnel~~———~~

Uniforms~~,~~ ~~which are~~ provided to some City employees~~,~~ ~~–~~are expected to be neat, fresh, and clean when reporting for duty. Each department is responsible for ensuring ~~seeing to it~~ that employees

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follow regulations regarding uniforms, related accessories, and equipment. Uniforms bearing City identification may not be worn during off-duty hours.

Under certain circumstances, ~~as a condition of employment,~~ employees may be required, as a condition of employment, to wear clothing identifying them as a City of Ramsey employee. If applicable, a payroll stipend may be ~~benefited~~ provided, and applicable taxes will be withheld according to the ~~Internal Revenue Service~~IRS regulations.

Religious Considerations

Nothing in the policy is intended to infringe upon an individual's desire to observe and exercise religious practices. ~~–~~ The ~~City~~City will make reasonable effort to accommodate religious practices regarding dress to the extent that it can ~~is able to~~ do so without affecting employee or customer health and safety.

Enforcement

The Administrative Services Director, Department Heads or ~~their designee~~ the identified designee~~s~~ are responsible for enforcing this~~have the responsibility and the authority to enforce this~~ policy. ~~–~~ If counseling is ineffective, violations of this policy may result in disciplinary action, up to and including ~~immediate~~ termination. ~~–~~ Employees sent home to change clothes shall not be paid as regular duty during that time; they ~~pay; the employee~~ may use vacation time or unpaid leave.

7.6 Off-Dduty Conduct

The City's effectiveness depends upon the respect and confidence of residents, business owners, and employees. Inappropriate off-duty conduct detracts from community or employee respect and confidence. It is the City's policy to investigate circumstances suggesting that a City employee has engaged in inappropriate off-duty conduct that reflects unfavorably on the City. If inappropriate off-duty conduct is determined to have occurred and it ~~that~~ affects the City's business or reputation, discipline may be imposed, up to and including ~~immediate~~ termination.

Examples of inappropriate off-duty conduct include, but are not limited to, the following:

- Certain moving violations
- Theft
- Violence
- Use of City position to manipulate or control others
- Conviction of a gross misdemeanor or felony

This policy applies to all City employees (full-time, part-time, paid-on-call, temporary, casual, etc.); to acts that occur within or outside of City limits; and to acts that occur during or outside work hours.

7.7 Employee Parking

To ensure ~~that~~ the public has easy access to the entrances of City Hall ~~front doors~~, employees ~~parking at the City offices~~ must park personal vehicles in the Municipal Parking Ramp ~~;~~ unless otherwise approved by the Department Head. ~~-~~ City vehicles may be temporarily parked on the road or in the south parking lot as needed for City business. ~~–~~ Personal vehicles may only be parked on the road for the time necessary to load ~~during such time that it takes to load~~ or unload supplies for a City function.

7.8 Conflict of Interest and Divided Allegiance

This policy applies to all City employees, personnel, and volunteers without exception, including ~~elected~~ officials, temporary employees, employees working under contract for the City, and members of the paid-on-call fire department.

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The City Council and the City Administrator are committed to governing the City organization in a manner that is free of personal conflicts. For the purposes of this p~~P~~olicy, the term "conflicts" refers to~~means~~ both "conflicts of interest," ~~-~~as ~~they are~~ defined under applicable state and federal law, and "divided allegiances," as ~~they are~~ defined in this p~~P~~olicy.

This p~~P~~olicy addresses how the City approaches actual or perceived conflicts. The definitions provided ~~that apply cover~~encompass more than the specific conflict ~~-~~ of ~~-~~ interest scenarios addressed by the state or federal laws. A conflict of interest not identified in this policy may still ~~be a~~ violat~~c~~ion of those laws. City officials may have a legal conflict of interest even if their conduct does not amount to a conflict ~~of interest~~ under this Policy. Nothing in this p~~P~~olicy authorizes, or should be interpreted as authorizing, City officials to have an interest in a transaction ~~that is~~ prohibited by state or federal law. Employees and elected officials who have a conflict of interest recognized by state or federal law are subject to all applicable legal ~~all of the~~ consequences ~~provided by law~~.

The purpose of this Policy is to inform City elected officials, appointed commission members, and staff of the City's broad definition of c~~C~~onflicts and to establish procedures for declaring and monitoring ~~to follow to declare and monitor~~ conflicts as they arise. The City Council requires each elected official, appointed commission member, ~~s~~ and staff member to be advised of this p~~P~~olicy, and ~~each of said persons are to be~~ provided with a copy upon assuming their ~~of this Policy, immediately upon assuming their~~ City's duties or relationship. All individuals subject to this p~~P~~olicy are responsible for understanding and adhering to it ~~knowing and observing the Policy~~.

This p~~P~~olicy recognizes that a conflict of interest may exist ~~, from a practical perspective,~~ whenever the personal or professional interests of an elected official, appointed commissioner, or staff member are potentially at odds with City's interest~~(~~s~~)~~. Since the City Council is responsible for ensuring that the organization's management serves the City's best interests, over and above the interests of any insider, this p~~P~~olicy broadly defines potential conflicts of interest to include all instances when a person within the organization may be able to exert ~~his or her~~ authority, influence, or bias on any issue in which ~~he or she~~ they may have divided allegiances.

The City Council acknowledges ~~recognizes~~ that conflicts may exist not only from financial interests in ~~when an individual has a financial interest in~~ a transaction ~~,~~ but also from ~~when his or her~~ non-financial interests. ~~are involved.~~ In all cases, the City Council is committed to ensuring that whenever a dual interest exists – whether ~~between an individual's~~ personal, business,

organizational, or professional – and it intersects with ~~affiliations and~~ the position and interests of the City ~~exists~~, such conflicts are disclosed, and ~~disclosure of such conflict is given and the~~ resulting decisions are managed fairly and appropriately.

~~making is fairly and appropriately managed.~~ Furthermore, the procedures outlined in this policy ~~is Policy's procedures~~ apply not only when an actual conflict is demonstrated~~,~~ but also when the interests or concerns of another party to which one has allegiance may reasonably be seen as competing with City's interests or concerns. The ~~decision of the~~ City Council's decision to apply heighted ~~to effect a level of higher~~ scrutiny and procedures when a conflict involving elected official, ~~an elected official,~~ appointed commissioner, or staff member ~~of the City~~ appears to have a conflict acknowledges the public's increasing sensitivity to self-dealing and~~/or~~ lax management by public officials.~~elected officials, appointed commissioners, and staff.~~

The three types (or "t~~T~~iers") of conflicts defined in the p~~P~~olicy are not mutually exclusive. An interest that qualifies as a conflict of interest under one t~~T~~ier may also qualify under another tier, ~~be a conflict of interest under either of the other Tiers as well,~~ depending on the specific circumstances~~facts~~.

CONFLICT OF INTEREST, DIVIDED ALLEGIANCES, AND DEFINITIONS ~~onflict of Interest and Divided Allegiances, Definitions~~

Tier 1 -- Direct ce~~o~~nflict: A direct conflict exists whenever there is any proposed transaction or action of the City in which an elected official, appointed commissioner, or staff member has any direct involvement or interest. Direct conflict of interest occurs when a decision or action would compromise a duty to a party without taking immediate, appropriate action to eliminate the conflict. These transactions are subject to the highest scrutiny.

Tier 2 -- Indirect conflict: An elected official, appointed commissioner or staff member has an indirect involvement or interest in a proposed transaction or action of the City whenever:

1. ~~a)~~ Any other party to the transaction or party affected by the action is a "family member" (i.e., a relative) of the elected official, appointed commissioner, or staff member, or~~,~~ there is a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on the make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests.
2. ~~b)~~ Any other party to the transaction or party affected by the action is an entity in which the elected official, appointed commissioner, or staff member has a material financial interest.~~;~~
3. ~~c)~~ The elected official, appointed commissioner, or staff member is an officer, director, trustee, staff member, or partner of any other party to the transaction or party affected by the action.

Conflicts involving more immediate relatives should generally be subject to a higher level of scrutiny by the City than those involving relatives who are more distantly related. However, ~~removed, although~~ each situation involves individual circumstances to be weighed by the City Council and City Administrator.

Tier 3 -- Potential conflict or the appearance/perception of conflict: Eelected official, appointed commissioners, and staff members should follow the disclosure procedures outlined inof this pPolicy when the interests or concerns of any elected official, appointed commissioner, or staff member, or of any of those individual's relativestheir relatives, or any other individual group or organization to which such person has allegiance, may reasonably be seen by a third party as competing with the interests or concerns of the City, or when ; that conflicting duties or loyalties exist.

For purposes of this pPolicy, the term "relative" includes all of the following individuals: spouses, ,parents, children, children's spouses, siblings, spouses of siblings, aunts, uncles, first cousins, step-parents, and step-children.

For purposes of this pPolicy, a "material financial interest" exists when an individual or their relative has rights (whether or not yet vested) to be paid compensation, employee or retiree benefits, dividends, or profit-sharing, or to have their expenses reimbursed, , or obligations repaid, or other liabilities repaid, etcsatisfied. The term is intended to include any and all remunerative expectations.

The City's elected officials, appointed commissioners, staff, and consultants, shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, donors, grantees, or parties to sub-agreements, with the exception that unsolicited gifts — , such as trinkets or mementos costing $5.00 or less, not given regularly — may be accepted.

When there is any doubt as to whether a conflict exists, either pursuant to this pPolicy or under applicable law, the matter shall be resolved by the City Attorney.

All local officials, as defined in Minnesota law, must comply with Minnesota law regarding the receipt of gifts.

PROCEDURE WHEN APPOINTED OFFICIALS HAVE A CONFLICT rocedure When Appointed Officials have a Conflict

When conflicts arise, the interested appointed official must:

1. Prepare a written statement or make a verbal announcement at the applicable public meeting, describing the matter requiring action or decision and the nature of the potential conflict of interest.
   a) Deliver a copy of the notice to the chair of that board, commission or committee. If the chair has the conflict, the notice should be deliveredgo to the appointing authority, , the City Ceouncil.
   a)

PROCEDURE WHEN ELECTED OFFICIALS HAVE A CONFLICT rocedure when Elected Officials have a Conflict

When conflicts arise, the interested elected official must:

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1. Prepare a written statement or make a verbal announcement at the applicable public meeting, describing the matter requiring action or decision and the nature of the potential conflict of interest.
   a) Deliver a copy of the notice to the presiding officer (typically the mayor).
   b) If the mayor has the conflict, the notice should be delivered ~~go~~ to the acting presiding officer.

PROCEDURE WHEN STAFF HAVE A CONFLICT ~~***rocedure When Staff have a Conflict***~~

1. Each staff member has a duty to disclose to the City Administrator, Finance Director and/or Administrative Services Director ~~of the City~~ the material facts of any proposed transaction of the City in which such person has any conflict(s) identified by this p~~P~~olicy. Staff shall prepare a written statement describing the matter requiring action or decision and the nature of the potential conflict of interest.

~~1.~~2. The disclosure required under item 1 (above) is to be made immediately ~~,~~ and, to the extent possible, before any consideration of such proposed transaction by the City. If a staff member does not recognize the existence of a conflict prior to a decision regarding the transaction, the staff member has a duty to disclose the material facts of the conflict as soon as it is recognized.

~~2.~~3. A staff member having a conflict shall not participate in the deliberation or decision by the City regarding the transaction under consideration ~~,~~ unless invited by the City Council, City Administrator, Finance Director, and/or Administrative Services Director ~~to do so~~, after ~~considerati~~considering ~~on of~~ the significance ~~to the City~~ of the disclosed conflict to the City. The City Council, City Administrator, Finance Director, and/or Administrative Services Director ~~of the City~~ may also request that the staff member ~~he or she~~ provide the City with any relevant information regarding the matter.

The City Council, City Administrator, Finance Director and/or Administrative Services Director ~~of the City~~ shall take any ~~such~~ additional actions necessary ~~as may be required~~ to ensure that the conflict is properly ~~noticed~~ disclosed to management and that appropriate steps are taken ~~employed~~ as the transaction and its terms are brought forth for decision-making and/or implementation. Furthermore, the City Administrator, Finance Director, and/or Administrative Services Director ~~of the City~~ shall maintain a record of the existence of the conflict, the~~,~~ procedures employed in managing it, and its resolution ~~of the conflict~~.

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SECTION 8 DISCIPLINE / GRIEVANCE PROCEDURES

8.1 Discipline

City employees ~~shall be~~are subject to disciplinary action for failing to fulfill their duties and responsibilities, including failure to observe proper workplace conduct adopted by the City Council. Compliance with work rules and policies are essential functions of all City positions; deficiencies in these areas will be addressed through the discipline process listed below.

It is the policy of the City to administer disciplinary penalties without discrimination. Except for probationary employees and as expressly described in this ~~-p~~Policy, employees may use the grievance procedure under the ~~as per the~~ personnel policy ~~with respect to~~concerning any disciplinary action. To the extent practicable, the supervisor or Department Head shall investigate any allegation on which disciplinary action might be based before any disciplinary action is taken.

Nothing in this p~~P~~olicy shall be interpreted ~~interested~~ as altering the City employees' status as "at-will" employees or creating any type of "just cause" standard for discipline or termination. When determining whether to impose discipline, including termination, the City may consider all relevant factors, including~~,~~ but not limited to~~,~~ the seriousness and frequency of misconduct~~,~~ and the employee's disciplinary~~e~~ history.

Discipline may be in one or more of the following forms, although the City of Ramsey reserves the right to take any disciplinary action at any time:

a) ~~a)~~ Oral R~~r~~eprimand
b) ~~b)~~ Written R~~r~~eprimand
c) ~~c)~~ Suspension
d) ~~d)~~ Demotion
~~e)~~ ~~e)~~ Termination
~~f)~~c)

a)~~.~~ Oral R~~r~~eprimand~~:~~ ~~-~~A verbal reprimand may be imposed by a Department Head for minor violations or incidents. The Department Head must maintain a record of each verbal reprimand. A verbal reprimand may not be appealed or submitted through the grievance process.

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b)~~.~~ Written R~~r~~epriman~~d:d.~~ A written reprimand shall state that the employee is being reprimanded for misconduct and describe the misconduct. The employee shall be given a copy of the written reprimand and sign the original, acknowledging receipt of ~~that he/she has received~~ the reprimand. The signature of the employee does not necessarily indicate agreement ~~that they agree~~ with the reprimand. If the employee refuses to sign the original reprimand, such refusal will be noted on the reprimand. The reprimand shall be placed in the employee's personnel file.

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c)~~.~~ Suspension W~~w~~ithout P~~p~~ay~~:~~ ~~Prior to~~Before the suspension or as soon thereafter as possible, the employee shall be notified in writing of the reason for the suspension and its length. The employee shall sign the original suspension notice, acknowledging ~~that he/she has received it~~receipt. The signature of the employee

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does not necessarily indicate agreement ~~that they agree~~ with the suspension. If the employee refuses to sign the suspension notice, such refusal will be noted on the notice. A copy of each written statement shall be placed in the employee's personnel file.

~~d)~~ **Demotion**~~:~~ The City may demote an employee as it deems necessary ~~to in order to~~ address disciplinary concerns, ~~or due to~~ performance problems, or other factors related to meeting public service needs. A ~~:~~ demotion results in a reduction in pay, classification, or duties.

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e) **Termination**~~:~~ The City may terminate an employee at any time, for any lawful reason or no reason at all. All employees will be notified in writing of the reason for the termination. The employee shall sign the original dismissal notice, acknowledging ~~that he/she has received the notice~~receipt. If the employee refuses to sign, such refusal will be noted on the dismissal notice. The signature of the employee does not mean agreement ~~that he/she agrees~~ with the dismissal. For employees subject to the Minnesota Veterans' Preference Act, the City will provide written notice of the charges against the employee and follow all other provisions of Minnesota Statutes, Section 197.46, as amended.

In ~~any~~ case~~s~~ of suspension, demotion or termination, the employee shall be granted a hearing before the City Council if the employee submits a written request for such a hearing to the City Council within five (5) working days of notification of the action taken. At its sole discretion, the Council may hold the hearing at its next regularly scheduled meeting or any date within thirty (30) days of such meeting. The City Council has the sole discretion to conduct the hearing or to appoint a subcommittee to conduct the hearing. If the Council appoints a subcommittee, the subcommittee shall make its recommendation to the Council at the next regularly scheduled meeting ~~of the Council~~ following the hearing. The Council's decision is final.

~~In the event~~If the Council overturns the disciplinary decision, ~~pursuant to this provision,~~ the employee will be reinstated to the employee's ~~his/her~~ ~~their~~ position with back pay.

For purposes of the Minnesota Government Data Practices Act, the initial disciplinary decision constitutes the final disposition of a disciplinary matter ~~,~~ unless the employee files a timely appeal with the City Council. In such cases, the Council's decision constitutes the final disposition.

Employment at the City of Ramsey may be terminated at the will of either the employee or the City, at any time, and for any lawful reason or no reason at all.

8.2 Grievance Procedure

It is the policy of the City, whenever possible, to prevent the occurrence of grievances and to deal promptly with those that occur. For purposes of this policy, a grievance is defined as a dispute or disagreement as to the interpretation or application of this personnel policy.

Employees shall have the right to present grievances either individually or as a group. Grievances shall be presented to the City Administrator~~,~~ in writing~~,~~ within five (5) calendar days of the occurrence of the alleged grievance.

The City Administrator shall respond to an employee's grievance within fourteen (14) calendar days after receiving the alleged grievance. The decision of the City Administrator is final, except that when the City Administrator is directly involved in the facts giving rise to the grievance, an appeal may be made to the City Council for final decision within fourteen (14) calendar days of the City Administrator's decision. In such an appeal, the City Council's decision is final. If ~~In the event that~~ the City Administrator does not respond to the grievance within fourteen (14) calendar days of receipt, the grievance shall be considered denied for purposes of the appeal time period discussed above.

In compliance with federal or state law, an employee may also grieve any alleged unsafe act or practice, adverse working conditions, violation of civil rights, and alleged hazardous materials management.

SECTION 9 TRAVEL, TRAINING, AND EDUCATION

9.1 Travel Policy

Purpose ~~URPOSE~~

The City of Ramsey recognizes the need for continued training and professional development for its elected officials and City staff. As part of such training, elected officials and staff may be required to travel to attend workshops, conferences, and other assignments. This policy sets forth the conditions under which such travel will be reimbursed by the City.

Policy ~~OLICY~~

A request by a Council Member for reimbursement for travel expenses must be approved by the full City Council at an open meeting prior to registering for the event. A request by an employee for reimbursement for travel expenses must be approved by the Department Head prior to registering for the event. Requests for travel will be evaluated based on all relevant factors, including but not limited to the following:

- Whether the person traveling will be receiving training on issues relevant to the City or to ~~his or her~~their job duties.
- Whether the person traveling will be viewing or studying a facility or function that is similar to one being operated by ~~,~~ or considered by ~~,~~ the City of Ramsey.
- Whether the person has been specifically assigned by the City Council to testify on behalf of the City before federal or state officials.
- Whether the City has sufficient funding available in the budget to pay the cost of the trip.

No reimbursements will be made for attendance at events sponsored by ~~,~~ or affiliated with ~~,~~ political parties.

9.2 TRANSPORTATION / AIRLINE TRAVEL CREDITS

The most cost-efficient mode of travel should be used, taking into consideration reasonable time constraints.

Whenever City funds are used to pay for airline travel by an elected official or City employee, all arrangements must be approved by the City Council or Department Head, respectively, prior to City funds being used. All commercial transportation shall be tourist or coach class. First-class fares will not be reimbursed. Printed detailed receipts for ~~are required~~ airfare must ~~and should~~ accompany a request for ~~,~~ reimbursement form.

Individuals shall not accept or accumulate travel credits; i.e. travel credits shall be declined by the traveler.

9.3 MILEAGE REIMBURSEMENT

A City vehicle should be used whenever one is available. If a City vehicle is not available, and the Department Head approves use of an employee's personal vehicle for City travel, the City will reimburse the employee for miles driven in excess of the employee's ~~,~~ normal mileage to and from work, if not leaving from or returning to the work location, at the current IRS rate per mile. Mileage is not reimbursable through petty cash. Each request for reimbursement must ~~show~~ include the following:

1. Online mapping directions printed showing total miles traveled on City business.
2. If not leaving from employee's work location and/~~,~~ or returning to the work location, ~~then~~ online mapping directions printed, showing the total miles to and from the employee's home and normal work location must be included ~~, in order~~ to subtract from #1 above, with no exceptions.
3. Net miles claimed for the reimbursement.
4. The b~~B~~usiness purpose of the trip, name of the event, and entity/building location name.
5. Starting and ending addresses for each location to substantiate mileage claim.

This level of detail must be documented and included on the request for reimbursement. Employees should contact the Finance Department for clarification or assistance.

If it is necessary to rent a vehicle to conduct City business, the City will reimburse employees or City Council Members for the cost of renting a vehicle. Care should be taken to rent the least expensive vehicle available.

9.4 LODGING

When on City business outside the seven-county metropolitan area~~,~~ (40 miles or more away from City Hall), lodging accommodations may be provided by the City. All requests for lodging must be submitted to ~~,~~ and approved by the Department Head prior to payment. Actual costs for a single-occupancy room will be reimbursed, but charges shall be reasonable and consistent with the facilities available.

Each employee traveling on City business pursuant to this policy must ~~obtain~~ stay in ~~his or her~~their own hotel rooms. Employees are not allowed to share rooms while traveling on City business~~,~~ unless otherwise approved in advance by the City Administrator or the Administrative Services Director ~~his/her~~their ~~designee~~. To minimize ~~In order to keep~~ costs ~~at a minimum~~, the employee or elected official shall stay at a host hotel or motel, or a less expensive hotel, at the discretion of the attendee's Department Head.

The City will not reimburse ~~for~~ costs associated with the attendance of a family member at a workshop, conference, and other assignment. Printed detailed receipts are required for lodging and ~~should~~ must accompany a request for reimbursement form.

Within the seven-county metropolitan area, in the event of severe weather or other situations or conditions that make traveling hazardous, employees may secure lodging until ~~such time that~~ it is safe to return.— Alternative language: In the event of severe weather or other situations or

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conditions that make traveling hazardous, employees may secure lodging in locations that are less than 40 miles away, until it is safe to return.

9.5 MEALS

When on City business, a maximum of three meals per day will be reimbursed by the City. Attendees mustshall take advantage of all meals that are provided for and included in the registration fee for workshops, conferences, or other assignments. The City will not reimburse for alcoholic beverages, tobacco products, or costs associated with family members.

Printed detailed meal receipts are required for and mustshould accompany a request for reimbursement form. The detailed meal receipt must include the food and beverage items ordered. The request for reimbursement form must include an explanation of the public purpose for the meal and a list of the attendees. The receipts and reimbursement request form shall be submitted to the Finance Department for payment.

The maximum reimbursement rates for meals, including taxes, and tips, are as follows:
Note: The City will reimburse tips up to 20% of the bill (before prior to taxes). Employee's choosing to tip greater more than 20% will not be reimbursed for the difference.

Breakfast: ~~$10~~18.00 **Lunch:** $20.00 **Dinner:** $36.00

~~**Lunch** $16~~20.00

- ~~**Dinner** $26~~36.00

The City Council recognizes the public purpose of the City Administrator's business meetings with developers, staff, consultants, Council members and others. T; therefore, the City Council grants discretion to the ~~City~~City Administrator, or the City Administrator's designee, on a case-by-case basis, to seek reimbursement from the City for business meals, regardless of where or when those meals occur.

9.6 Training, Licensure, and Education Policy

The City of Ramsey is ~~charged with the responsibility of~~responsible for delivering services to a broad constituency of residents and organizations. These services are delivered by staff ~~persons~~members, consultants, and outside agencies. The Ramsey City Council, in an effort to ensure ongoing quality service delivery, provides ~~for~~ a program for~~of~~ training its staff.

It is the primary objective of the training program is to ensure that training funds are allocated to ~~dollars are spent on~~ learning activities that ~~which~~ address~~es~~ organizational goals and follow~~s~~ a progression of skill development. ~~On an annual basis~~Annually, each department is responsible for ~~charged with~~ projecting individual staff training needs for the next five years.

D~~The d~~epartment budget requests and future projections ~~are to~~will be evaluated to ensure compliance with organizational goals and budget allocations. The Department Head is responsible for ~~charged with~~ presenting the annual training budget to the City Administrator. The City Administrator will ~~is to~~ present the ~~his/her~~ recommendations to the City Council as part of the annual budget process.

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All departments will have opportunities to meet their ~~be afforded opportunities to ensure~~ training goals ~~are met~~. However, it is understood that different~~each~~ departments and ~~/~~staff members will have varying levels of training needs. The City will not allocate training funds~~dollars~~ to specific staff members but will address~~given~~ the varying needs of the organization and the public.

Training Reimbursement

~~-~~Training is~~shall be~~ defined as short-term, specific course~~-~~work designed to develop particular~~in order to gain specific~~ job skills. ~~, typically attainable in hours, days or a few weeks.~~

- The City will pay for job-related, position~~-~~specific training approved by the Department Head and City Administrator and deemed necessary to effectively fulfill~~complete~~ the requirements of the position, provided there is adequate funding in the training budget ~~appropriation for training~~ and at the sole discretion of the City Administrator~~'s sole discretion~~.
- The City will pay for ~~,~~ or reimburse employees for ~~,~~ any ~~and all~~ training required by the City to attain or maintain job-related certifications.
- Conferences and seminars ~~training shall provide for~~may include meals and lodging, if necessary, for both in-state and out-of-state training. Travel expenses for in-state training will ~~shall~~ be provided through the budget process. Travel expenses ~~shall be provided~~ for out-of-state training require~~with~~ prior approval from ~~of~~ the Department Head and City Administrator.
- Department Heads are responsible for providing the Administrative Services Director with records on all employee training funded by the ~~done at~~ City. ~~expense; U~~upon request, a report documenting ~~will be prepared which documents~~ training received and funds expended will be prepared.

Post-S~~s~~econdary Tuition Reimbursement

Tuition reimbursement is~~shall be~~ defined as eligible costs incurred as a result of attending an accredited ~~-~~post-secondary ~~accredited~~ educational institution. ~~; typically classes or courses are completed during one half of an academic year for up to 18 weeks.~~

With pre-approval, ~~-~~ regular City employees are eligible to participate in tuition reimbursement. However, it is the expectation of the City of Ramsey that new hires come to the City fully qualified for their position. Therefore, post-secondary tuition reimbursement shall not be provided during an employee's first year of service.

Completion of additional education is not a basis for requesting a salary increase. Courses should be taken outside of work hours; however, when unavoidable, courses may be taken during the work~~-~~day with prior approval from the Department Head.

Employees wishing to utilize the City's tuition reimbursement funds must:

1. ~~1)~~ S~~s~~ubmit a request via a "Pre-Approval for Tuition Reimbursement" form prior to registration for ~~of~~ classes. T~~;t~~his process should be completed prior to the applicable annual budget process. ~~, and~~

~~1.~~2. ~~2)~~ S~~s~~ubmit a reimbursement request form after successful completion of classes. E~~;~~ ~~e~~mployees should be aware of the following key points:

- Employees attending an accredited college or university, or post-secondary classes at accredited colleges, universities, and vocational/technical institutes, can apply for City reimbursement for 50% of the cost of tuition, books, and course- -specific fees, including technologies fees. N~~; n~~on-reimbursable fees include fees for supplies, transportation, student activity fees, late registration fees, school entrance fees, and graduation fees.
- The maximum annual reimbursement shall not exceed $3,000.
- In order to be eligible for reimbursement, the degree program or classes must be deemed by the Department Head, City Administrator, and Administrative Services Director to be job-related and ~~a~~ beneficial~~t~~ to the employer before the employee registers for the class.
- Reimbursement will only be made upon receipt of a grade of "C" or better for the course.
- Reimbursement will also be made when employees elect to take classes on a Pass-/-Fail or Credit-/-No Credit basis, subject to ~~receipt of~~ successful completion.
- Employees seeking reimbursement must present a paid fee statement and grade transcript in order to receive reimbursement.
- ~~Reimbursement for classes taken at private institutions shall not exceed the tuition charged by Minnesota State Colleges and Universities.~~
- Reimbursements are on a first come, first- -served basis and shall not exceed the department budget.
- In the event a department receives reimbursement requests that exceed its budget allocation for education reimbursement, the Department Head and City Administrator shall have the discretion to apportion the available funds, including the discretion to refuse reimbursement.
- In the event an employee leaves the City's employment, any reimbursement for education received during the 12 months prior to leaving must be returned to the City.
- Reimbursements will be made through payroll as either a non-taxable reimbursement or taxable reimbursement,~~;~~ contingent upon current IRS guidelines.

Commercial Driver's License Payment

There may be situations when a candidate or current employee's essential job duties require possession of a Commercial Driver's License (CDL). In order to mitigate staffing challenges, the ~~City~~City may agree to pay for the costs associated with obtaining this ~~said~~ licensure ~~costs~~.~~–~~ This payment is contingent upon a written agreement by the employee to continue to work for the ~~City~~City for at least one (1) year following the attainment of the CDL~~ommercial Driver's License~~.

~~In the event~~If ~~-~~the employee does not stay employed with the ~~City~~City for at least one (1) year, the employee must agree to reimburse the ~~City~~City for the full amount paid for the licensure.~~–~~ This may be accomplished by the ~~City~~City retaining funds from the employee's severance pay, and if necessary, the remainder via a personal payment made by the employee payable to the ~~City~~City within 30 days of the last day on the job

SECTION 10 HEALTH AND SAFETY

10.1 Policy Statement

The City of Ramsey's Safety Program is based on the premise that each and every one of our employees is entitled to a safe and healthy work environment. The Safety Program is specifically designed ~~specifically~~ for the protection of our employees and visitors. All City of Ramsey employees are directed to make safety and loss control important matters.

The City believes that every employee is concerned for their own safety and that of their co-workers and will recognize that the rules and policies contained herein are for their protection. The goals that we have set for our Safety Program can only be achieved through a cooperative effort between all employees. Safe working habits and an awareness of all safety rules and policies are ~~a~~ conditions of ~~your~~ employment at the City of Ramsey. All employees are required to familiarize themselves with every rule and policy set forth and to abide by them. These rules and policies will be enforced just as any other City policy, and failure to comply ~~can result~~may result in ~~reprimand~~ disciplinary action, up to and including termination. ~~, suspension, or employment termination.~~

All employees are encouraged to make suggestions which will assist in maintaining safe working conditions~~,~~ and to bring ~~to the attention of their supervisor~~ any unsafe working conditions to the attention of their supervisor.~~–~~ It is through our joint participation that accidents can be prevented.~~,~~ ~~but the~~ E~~individual e~~mployees ~~,~~ can make safe work practices a habit.

This policy toward safety is in no way limited to the rules that follow. A~~, and a~~ny unsafe practices, whether listed here or not, will be addressed on a case-by-case basis.

The City of Ramsey is committed to providing its employees with a safe and healthy work environment.

10.2 Health and Personal Safety

Health and personal safety are essential ~~some of the best guarantees~~ for the successful performance of employees' work. Employees must work safely using the safety devices and equipment provided by the City for their protection. Employees must promptly report safety hazards to their supervisor. Unsafe conditions will be investigated and corrected~~,~~ as necessary.

10.3 Workers' Compensation / Injuries and Illness at Work

Both Minnesota Worker's Compensation laws and the state and federal Occupational Safety and Health Acts (OSHA) require that all on~~-~~the~~-~~job injuries and illnesses be reported as soon as possible by the employee, or on behalf of the injured or ill employee, to ~~his/her~~their supervisor. The employee's immediate supervisor is required to complete a First Report of Injury and any other forms that may be necessary related to an injury or illness on the job. First Report of Injury forms must be submitted to ~~Human Resources~~Human Resources as soon as possible, but no later

than 3 business days from the date of injury.– Employees must keep Human Resources and their supervisor updated with regarding ~~to~~ changes in their condition, and/or return ~~to~~ work paperwork.

Pursuant to Minnesota State law, the officials of the City, elected or appointed for a regular term of office or appointed to complete the unexpired portion of a regular term, are included in the coverage of the Minnesota Workers' Compensation Act.

10.4 Medical Procedures

It is the policy of the City of Ramsey, within the confines of the Minnesota Human Rights Act, to require its employees to be examined by a physician after an injury is sustained, whenever conditions are ~~make this~~ desirable for the employee or the City, or whenever the Administrative Services Director, or the Administrative Services Director's designee, determines that the interests of the City ~~and~~ or the employee will be served. ~~thereby.~~ Physical examinations administered at the request of Administrative Services Director, or the Administrative Services Director's designee, shall be paid for by the City.

10.5 Smoking Policy

The City of Ramsey bans smoking in all municipal buildings, equipment, and City vehicles. Smoking, for the purpose of this policy, means inhaling or exhaling from any lighted cigar, cigarette, pipe, or any other lighted tobacco, plant product, or substance that may be used for smoking in lieu of tobacco intended for inhalation via any of the means listed above. Use of electronic devices ~~which~~ that simulate smoking is ~~are~~ also prohibited. This includes, but is not limited, to electronic or "e" devices such as e-cigarettes, e-cigars, and e-pipes. Electronic devices are prohibited regardless of whether they provide vapor of liquid nicotine, lobelia, and/or other substances. Non-electronic devices ~~which~~ that simulate smoking and smokeless tobacco products (chewing tobacco, ~~snoose, and~~ snuff, and snus) are also prohibited.

10.6 Inclement Weather Policy

On occasions when the severity of the weather may cause City offices to be closed, the City Administrator will make a determination as to whether the offices will be closed. The City Administrator or the City Administrator's designee ~~City designee~~ will then notify the IT Manager to post the closure to the City's website.– –If it is broadcast that City offices are closed prior to the start of core hours ~~to the shift start time~~, then the employee will be paid as if it were a regular workday.– H~~If, h~~owever, if the office is not officially closed, staff will be instructed to take vacation ~~time~~ or compensatory time off for any absence from work that occurs.– If the office is officially closed after the start of the shift, staff will receive their regular pay for the remainder of the shift.– Compensatory time off or vacation will be taken for time absent from work prior to the official closure.– This policy will apply to office employees only and does not include Public Works or Public Safety (fire and police) employees. In circumstances where the City Administrator is out of town, the designated Acting City Administrator' ~~Acting City Administrator~~ will provide the decision on whether or not to keep City offices open due to inclement weather.

10.7 ~~Municipal Center~~ Severe Weather Plan / Other Emergency Plan

In the event that severe weather or another emergency occurs during the course of the day, staff and occupants of the Municipal Center shall seek shelter in designated areas while also maintaining accountability of all persons in building.

Requirements~~:~~

Anoka County Dispatch (911) may activate the outdoor warning devices when a certified weather spotter witnesses severe weather or the National Weather Service indicates that severe weather will threaten all or part of Anoka County. Although the County has the ability to sound the sirens in zones, its common practice is to alert the entire County. If the outdoor warnings do not activate, or there is a different emergency, a member of Public Safety (Police or Fire) shall have the authority to enact the emergency plan.

During N~~n~~ormal B~~b~~usiness H~~h~~ours

-W~~w~~hen the outdoor warning sirens sound or as directed by a member of Public Safety (Police or Fire), all employees and visitors will move to the Police Department Locker Rooms as the primary shelter area.~~-~~ If the primary site is full, then the stairwell will be utilized as the secondary location, as determined by a member of Public Safety. ~~the secondary locations will be used.~~

~~Police Locker Rooms (Men and Women) - Primary.~~
~~If necessary, the stairwell will be utilized as determined by a member of Public Safety and employees and visitors will move to that area as directed.~~

If non-staff members are present in the Municipal Center, staff should direct them to move to the designated area~~primary site~~. ~~If the primary site is full, then the secondary sites will be used. If any members of the public or visitors are within the Municipal Center at the time when a weather emergency, it is the responsibility of the Department Heads to get them to the shelter location.~~

A member of Public Safety will notify all areas when the situation has become stable and all persons may return to normal activities.

During N~~n~~on-B~~b~~usiness H~~h~~ours

-A~~a~~ member of Building Maintenance will guide all groups to the Police Locker Rooms and remain with the group until the situation has become stable. When weather has been determined safe, the Building Maintenance person will allow the groups to return to their normal activities.

Responsibilities~~:~~

If ~~necessary~~necessary, the Department Head or ~~their~~ the Department Head's designee will determine accountability of their respective group and/or other departments.~~–~~ A member of Public Safety will gather names of the individuals at all shelter sites to determine personnel accountability.

A member of P~~p~~ublic S~~s~~afety will make a sweep of the Municipal Center to ensure that all employees and any of the general public have evacuated to the shelter area.

Field Employees~~:~~

During an actual severe weather incident, ~~city~~City personnel working outside of a ~~City~~City building, should seek shelter based on their respective Department's severe weather plan or in an area that they feel creates the safest environment.

~~*10.8 Hepatitis-B Vaccine Policy*~~

~~Hepatitis-B is a viral liver infection which can be debilitating and in some cases, fatal. Because Hepatitis-B is transmitted through body fluids such as blood, certain groups of people are at a greater risk of infection than others.~~

~~The Federal Occupational Safety and Health Administration (OSHA) has stated that all employers must evaluate their employees to assess the risk of Hepatitis-B infection, as it relates to their jobs. If a substantial exposure risk is assessed, the employer must offer the vaccine to those employees at no cost to the employee.~~

~~The employees within the city of Ramsey who have been identified at substantial risk of Hepatitis-B infection are Public Works Maintenance staff, Engineering Technicians, Police Officers, Community Service Officers, Reserve Officers, and Fire Fighters.~~

~~Any employee who, while on the job, is exposed to blood, body fluids or a needle stick is required to: 1) Contact their supervisor as soon as possible, and 2) Complete a First Report of Injury form to be submitted to Human Resources~~Human Resources ~~immediately. The supervisor will initiate appropriate action or contact their Department Head for guidance.~~

10.~~8~~9 Housekeeping

All employees need to assume a share of the responsibility in maintaining a high standard of cleanliness and orderliness, and cooperate in maintaining safe, healthful, and sanitary conditions in all work areas.~~–~~ A clean work area will make your work more pleasant and help maintain the high standards of quality necessary to meet the professional requirements of the ~~City~~City's services.

SECTION 11 USE OF ~~CITY~~CITY PROPERTY

All staff members are responsible for the safekeeping and proper care of all property used by them and belonging to the ~~City~~City.~~–~~ Property shall only be used for official purposes and in the capa~~city~~city for which it was designed.

~~City~~City employees shall have no expectation of privacy in any property or equipment of the ~~City~~City, including, but not limited to, offices, cubicles, desks, files, vehicles, filing cabinets, voice mail, text messages on ~~City~~City ~~-~~paid cellular telephones~~, PDAs~~, computers, laptops, tablets, desk phones, ~~mass storage devices,~~ e-mails, electronic media~~/ or~~ devices of any kind, or any other type of equipment, property, or space provided by the ~~City~~City.~~–~~ Except when accessed by the Police Department for law enforcement purposes, any such property or equipment may be accessed by the ~~City~~City at any time, for any purpose, with or without notice to the employee, and with or without reasonable suspicion.

11.1 Public Information

All staff members shall become familiar with~~-~~ and must comply with~~-~~ all applicable laws dealing with public and non-public information.~~–~~ Misuse and improper disclosure of public or non-public information is prohibited and may result in discipline, up to and including ~~immediate~~ termination.

11.2 Telephone Use

~~The~~ P~~p~~roper use of telephone communication is required.~~–~~ Always use a ~~answer the telephone with a~~ professional tone of voice ~~pleasant voice and respond politely to the caller. Personal telephone calls must be brief.~~ and ~~-~~treat others with ~~a proper level of~~ respect and professionalism. Voicemail messages should be returned as soon as possible or within one business day. In the event that additional response time is needed, a courtesy call should be made to acknowledge the caller's message and timeframe for following up. Frequent personal use of the telephone ~~for other than City business~~ is not permitted and may result in discipline, up to and including ~~immediate~~ termination.

Discussion regarding returning calls in 1 business day – or a courtesy call – where this should be in the policy.

11.3 Information Technology Policy

Add to this section something about Cloud Infrastructure – storage

Commented [CL14]: Still need to address this with IT

Purpose ~~*urpose*~~

The purpose of the ~~city~~City of Ramsey IT Policy is to set standards to protect the ~~City~~City's IT systems from business interruption, unauthorized or inappropriate access, and to maintain ~~appropriate~~ network security. The policy is to be adhered to by all users ~~(full-time, part-time, and temporary employees, vendors, consultants, volunteers, interns, and others)~~ who have access to or use ~~the city of~~ any Ramsey IT systems, both on-premise or remote ~~and off City property~~. IT

systems include, but are not limited to, computers, e-mail, Internet access, printers, phones, mobile devices and various software~~s~~, etc. ~~.~~

~~Violations~~ Violation of Policy ~~iolation of Policy~~

Violations of this policy will be addressed consistent with the ~~City~~City's Personnel Policy or union contract and may include ~~disciplinary action, up to and including immediate termination.~~ revocation of permission to use the ~~City~~City's IT systems, discipline up to and including termination, and/or criminal charges, depending on the nature of the violation.

Exceptions ~~xceptions~~

Exceptions to the following policy will ~~must~~ be ~~reviewed~~ made on a case-by-case basis and only after review by the Department Head and IT Manager followed by ~~and~~ approve~~a~~l ~~d~~ by the ~~City~~City Administrator.

GLOSSARY OF TERMS~~lossary of Terms~~

~~**Configuration:** The way a system is set up or the assortment of components that make up the system. Configuration can refer to either hardware or software or both.~~

~~**Downloads:** To copy data from a main source to a computer or mobile device.~~

- **Electronic Mail (e-mail):** A network application that allows users to exchange messages over communications networks with other~~s~~ users.~~.~~
- ~~**File Server:** An enhanced computer with network operating software that is used for file storage, application functionality, and managing network resources.~~
- ~~**Information Technology (IT):** Managing and processing information.~~
- **Information Technology (IT) Systems:** Includes, but not limited to~~,~~ computers, printers, software applications, e- mail, Internet, telephone~~, voice mail~~, cell phones, ~~wifi~~Wi-Fi, etc.
-
- **Pass P~~p~~hrase:** A longer password that can include all written characters, including spaces. Passphrases are usually easier to remember, and, due to their length, are more secure.
- ~~**Internet:** A global network connecting millions of computers.~~

~~**Intranet:** A website or series of sites accessible only within an organization. An intranet 's Web sites look and act just like any other web site, but firewall security restricts unauthorized access.~~

~~**Local Area Network (LAN)** A localized computer network.~~

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~~**Licensing:** Legal compliancy of assets.~~**~~Passphrase:~~** ~~A longer password that can include all written characters including spaces. Passphrases are usually easier to remember, and, due to their length, are more secure.~~

- **Social Networking Sites:** Sites that~~which~~ focus on building online communities of people who share interests and activities and~~/~~or exploring the interests and activities of others. Examples of social networking websites include ~~:~~ Facebook, Linked~~-~~In, ~~Linked In~~Snapchat, Twitter, ~~and sites that allow users to post personal blogs,~~ etc.
- **Software:**~~—~~ Software includes the operating system and all utilities that enable the computer to function.~~–~~ Application software includes programs that do real work for users (~~i.e.~~i.e., word processors, spreadsheets, and database management systems).
- ~~**Portable Equipment:** Hardware that is small and lightweight (i.e. laptop computers, hand-held computers, tablets, smart phones, Blackberrys, projectors, digital cameras, etc).~~
- **Users:** ~~Full-time, part-time, and temporary employees, vendors, consultants, volunteers, interns, and others who have been granted access to the City's Information Technology Systems.~~Persons that utilize any IT systems, applications, devices, or other ~~city~~City-managed technologies.

INFORMATION TECHNOLOGY USE ~~*Information Technology Use*~~

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~~***Purpose***~~ Access~~*Access*~~

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~~To i~~Inform and provide direction to all users regarding appropriate usage and management of the City's IT systems and resources. All users must be authorized to use ~~City~~City IT systems by their Department Head, supervisor, and ~~-~~IT Manager. All users must complete annual security training to maintain access to all IT systems. Failure to complete training may~~could~~ put the~~said~~ user in violation of the IT/Personnel Policy (see Violation of Policy section)~~, could result in revoked access for the user until training is complete, and possibly disciplinary action.~~ ~~All users must be authorized to use City IT systems by their Department Head, supervisor, or IT.~~

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Auditing

The ~~city~~City of Ramsey reserves the right to monitor and audit use of its IT systems at any time without the user's consent. ~~–~~An audit may result in the removal of hardware and/or software not compliant with this policy, revocation of permission to use the ~~City~~City's IT systems, employee discipline, up to and including~~:~~ ~~immediate~~ termination, and/or criminal charges, depending on the nature of the violation.

Reporting

Users should notify their immediate supervisor, the IT Manager, ~~Human Resources~~Human Resources, or the ~~City~~City Administrator upon learning of violations of this policy.

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Expectation of Privacy

As discussed above, all ~~City~~City ~~-~~owned equipment and Information Technology Systems, including e-mail, are ~~City~~City property and subject to inspection by the ~~City~~City at any time, without notice, and for any reason or no reason at all.~~–~~ Users should have no expectation of privacy.~~–~~ In addition, the ~~City~~City is subject to the Minnesota Government Data Practices Act and other laws governing the collection, storage, use, and disclosure of data.~~–~~ All files and documents, including personal messages and internet logs, created, received, collected, or generated by ~~City~~City employees or using the ~~City~~City's Information Technology Systems are subject to those laws and may be disclosed in certain circumstances without the permission of the employee or user.

~~**Violation of Policy**~~

~~**Violations of this policy will be addressed consistent with the City's Personnel Policy or union contract and may include revocation of permission to use the City's IT systems, discipline up to and including immediate termination., , revocation of permission to use the City's IT systems, and/or criminal charges, depending on the nature of the violation.**~~

Hardware and Software Acquisition

The IT Manager must approve all hardware and software prior to acquisition to ensure consistency with the design and architecture of the ~~City~~City's IT network, with ~~zero~~absolutely no exceptions. Users are prohibited from installing, downloading, purchasing, subscribing, or acquiring both hardware and software, including product demonstrations, without prior approval from the IT Manager.~~–~~ Software applications not required for official ~~City~~City business are strictly prohibited. Attempts by employees to manipulate ~~City~~City hardware, networking systems, security systems or appliances, or licensed software or apps, outside of approved updates, ~~, may result in corrective~~disciplinary ~~action.~~ are in direct violation of this policy.

Installation and, Downloads~~, and Configuration~~

~~No user will be allowed to manipulate hardware and software standard configurations. The IT Manager must be contacted for hardware and software support. No user should change the computer setup or configuration files. Customizing a computer should be limited to items including City-owned software such as wallpaper, screen savers, icons, toolbars and colors. Users are prohibited from downloading, or installing any software including personal, through the Internet, e-mail, and/or vendor demonstrations without prior approval from the IT Department.~~ Installation or download of unapproved programs can potentially damage files, a user's PC, or infect systems ~~city~~City-wide, which could cause cessation of daily operations. Users are expected to coordinate with IT when new software is needed, so that said software can be vetted, licensed, and maintained. In order to maintain ~~optimal functioning~~system security, users are encouraged to accept updates pushed out by IT to currently authorized programs such as Adobe Acrobat, Microsoft Office, and other previously installed software.

Licensing

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To ensure license compliance, all software must be purchased by and licensed to the City.

- Development: Any software programs (i.e. custom designed Microsoft Access databases, etc.) developed for use by the City becomes the property of the City. Software programs may not be sold or distributed without prior approval.
- Home: City-owned software may not be loaded on non-City owned equipment unless there is prior approval of the Department Head and the IT Manager.
- Copyright Laws: City users are required to abide by software and documentation copyright laws and licensing agreements. Questions about the legality of the software and documentation should be directed to the IT Manager. At no time should any users make copies of City-owned software and documentation. To prove legal ownership of software, the City must have the original media and manuals stored on City property. The IT Manager will periodically check for software that may be in violation of the above policy.

Data Management and Protection

- **Minnesota Data Practices Act:** Under the provisions of the Minnesota Data Practices Act, all data stored on computer media owned, leased, or rented by the City is considered to be owned by the City property. The data is subject to the Minnesota Data Practices Act, which governs its use, and dissemination, and data classification. All data is also subject to review and investigation at the discretion of the City Administrator, Department Heads, IT Manager, and/or law enforcement. The City Clerk should be contacted with questions regarding the classification of public and private data.
- **Data Ownership:** All information developed or introduced to a City technology system by a user in conjunction with employment with the City is the property of the City.
- **Data Storage:** All City data must be saved to a network drive on a City server.
- **Data Deletion:** Users are responsible for deleting outdated files that are no longer needed, in for compliance with of the City Records Retention Schedule. T;this includes data files and e- mail messages. The City Clerk should be contacted with questions regarding the City Records Retention Schedule.
- **Data Back-up:** The IT department backs Backups are performed on-up all data stored on the file servers. Workstation hard drives or any other devices are not backed up. Data stored on local machines are the responsibility of the user.

Portable Information Systems

~~Portable personal~~ Laptop computer~~(~~s~~)~~, ~~digital~~ cameras, tablets~~projectors~~, and other ~~City~~City ~~-~~ owned portable equipment may be used for ~~City~~City business~~,~~ outside of ~~City~~City facilities.~~–~~ When ~~users check out portable equipment~~ devices such as these~~, like those mentioned,~~ are in the hands of employees, they are expected to provide appropriate "common sense" protection against theft, accidental breakage, environmental damage, and other risks. Desktop computers, desk phones, and other attached devices are not to be removed from ~~City~~City buildings.~~–~~ The user is responsible for ~~the~~ backing up ~~up of~~ or any loss of ~~any~~ data stored on the standalone or portable computer.~~–~~ ~~IT staff is available to assist in the development of procedures for disaster recovery of portable units.~~ Users are expected to contact IT or their supervisor with~~,~~ in a reasonable timeframe~~,~~ when any ~~city~~City devices or access cards are lost or stolen.

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~~City~~City ~~-~~ Issued Cellular Phones

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~~City issued cellular telephones are intended for the use by City employees in the conduct of their official City work to perform services to Ramsey citizens and businesses. Department Heads are responsible for the cellular telephones assigned to their departments, determining service levels for their employees, and exercising discretion in their use.~~Department Heads may acquire cell or smart phones for employee use when the expense and use ~~of the cell phones~~ is justifiable in terms of improved service and responsiveness to citizens or other employees. Department Heads are responsible for that justification, both initially and on an ongoing basis. Cell phones should be provided only when ~~they are~~ required for the employee to perform essential~~required~~ functions of their job. Simple convenience is not an adequate justification. All cell phones used for ~~city~~City business may be subject to being placed into a Mobile Device Management system (MDM) ~~,~~ to be centrally managed, set up, protected, and erased by IT Staff. ~~Employees will manage their cell phone use so as not to exceed their service level as approved by their supervisor. Occasional overages will be reviewed by the supervisor on a case by case basis. After a review of the monthly billing statement, employees may be required to reimburse the City for overages in cell use and/or texts, depending on the nature of the calls/texts made during the month. Employees will make an effort to utilize other methods before utilizing cellular minutes. Nothing in this policy will limit Department Head discretion to allow reasonable and prudent use of such telephones or equipment provided that:~~

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

A Department Head may authorize ~~an~~ employee~~s~~ to voluntarily use their own personal phone for ~~City~~City business at the ~~employees~~ ~~it~~ own expense.

a. ~~and be reimbursed by the City for those calls. An employee will not be reimbursed for business-related calls without prior authorization from his or her Department Head. Department Heads may also prohibit employees from carrying their own personal cell phones during working hours if it interferes with the performance of their job duties.~~

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The u~~U~~se of public resources by ~~City~~City employees for personal gain and/or private use, including~~,~~ but not limited to~~:~~, outside employment or political campaign purposes~~,~~, is prohibited. Incidental and occasional personal use may be permitted with the consent of the ~~department director and~~ direct supervisor, but ~~personal calls made and received should be done~~ only when it doesn't interfere with~~in~~ work duties. ~~.~~Personal calls made by employees on a ~~City~~City-provided

cellular phone should only occur ~~will be made or received only~~ when absolutely necessary, must not ~~and when they do not~~ interfere with working operations, and should be completed as quickly as possible. Department Heads may prohibit employees from carrying ~~their own~~ personal cell phones during working hours if they~~it~~ interfere~~s~~ with the performance of their job duties.

b. ~~A concern of the City is the personal safety of employees and the public at large. Therefore, e~~Employees should always use proper safety procedures ~~at all times~~ when using a cell phone, ~~but~~ especially while operating equipment, driving on ~~City~~City business, or performing similar duties. ~~City~~City employees should only use a cell phone while operating a motor vehicle as permitted by Minnesota State law. ~~(Pending feedback from Safety Consultant).~~

~~The Administrator, or designee, will have primary responsibility for implementation and coordination of this policy.~~ All Department Heads and supervisors ~~will be~~are responsible for enforcing~~ement of~~ this policy within their departments and divisions.

~~Smart Phones~~Mobile Hot Spots/Tablets

Department Heads ~~The city~~ may ~~at its discretion~~ provide mobile hotspots or tablets ~~said devices~~ to ~~members of~~ staff as~~it deems appropriate~~ needed. They are responsible for providing ~~Department Heads are responsible for~~ justification for the use of such devices, both initially and on an ongoing basis.

Electronic Mail (E~~e~~-mail)/SMS (T~~t~~ext) Messaging Systems

~~The City e-mail system and City owned or issued cellular phones are tools to be used for matters directly related to the business activities of the City and as a means to provide services that are efficient, accurate, timely and complete.~~ E-mail messages and text messages~~s~~ are subject to regulation under the Minnesota Data Practices Act.~~–~~ The content of the message determines whether it is ~~a message is~~ public or non-public/private.~~–~~ ~~E-mail is~~Both methods are intended as communication ~~a~~ medium~~s, of communication,~~ not for permanent storage or ~~information storage; therefore, e-mail~~neither ~~should not be used for the permanent storage or~~ maintenance of official ~~City~~City records or other ~~City~~City information.~~–~~ ~~Users may receive inappropriate and unsolicited e-mail messages. Any such messages should be reported immediately to the IT department.~~

Inappropriate non-business use of the ~~City~~City e-mail system~~s~~ and cell~~ular~~ phones ~~includes~~include, but is not limited to:

- ~~;~~ T~~the t~~ransmission of non-business audio, graphic or movie files.
- ~~;~~ G~~g~~ames,~~;~~ jokes, and~~;~~ ~~instant messaging;~~ chain emails.
- ~~;~~ C~~e~~ontent of an offensive, indecent, or pornographic nature.
- C~~;~~ ~~c~~opyrighted material.
- L~~and l~~arge data files not directly related to ~~City~~City business.

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SuchThese items must not be sent or accepted as e-mail attachments, as they may. system These types of files can adversely affect the network or computer performance decrease, performance or even pose a security risk. Users shouldmay report any inappropriate or unsolicited e-mail messages to the IT department by taking a screenshot or contacting IT byvia phone.

Users must practice the utmost respect while texting and may not use text messaging, e-mails, or other City-provided forms of communication systems provided or authorized by the CityCity to harass another employees, citizens, or other individuals. Such actions are "Textual harassment" is consideredconstitute harassment and areis subject to investigation and disciplinary action under the City's as described in the Anti-Hharassment Policy.

The CityCity reservestains the right to use management software to block or eliminate the delivery of junk e- mails (SPAM), including e-mails that contain profanity.), marketing emails, phishing emails, and, emails containing profanity or other inappropriate content, etc., without any notice.

When utilizing acityCity email, or other messaging systems, services, or devices, users mustare expected to adhere to applicable local, state, and federal laws, including the (i.e. CAN-SPAM Act, etc.) to the best of their ability.

InternetWorld Wide Web

The Internet is available to users for research, education, and communications directly related to the mission, charter, or work tasks of the CityCity. Users must honor copyright laws regarding protected commercial software or intellectual property. Users accessing the Internet use through the CityCity's IT systems mustshould minimize unnecessary network traffic to ensure that might interfere with the ability of others to make effective use of this shared network resources. Users are expected to adhere responsible for adhering to CityCity standards whilehen browsing the Internet. Failure to do so constitutes a adhere to City standards puts the City and the individual at risk for legal or financial liabilities, potential embarrassment and other consequences, including immediate termination of employment or other disciplinary actions. the above puts the user in violation of this policy and may result in y, as well as potential legal and financial liabilities.

The CityCity retains the right to use management software to monitor and limit Internet end user activity. This software may monitor and limit Internet activity by end users.

Prohibited Use

This list includes, but is not limited to engaging in illegal activities, profit or commercial activities, or outside employment. Aany other public office or employment that which is incompatible with CityCity employment responsibilities, as determined by the CityCity Administrator, is also prohibited. Additional prohibited uses include wagering, betting, or

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selling chances; annoying or harassing others ~~individuals~~; and participating in fund-raising activities unless explicitly approved by the City. ~~, except for City~~City ~~approved activities;~~ P~~any p~~olitical or religious activities~~:~~, unethical behavior,~~activities;~~ and accessing or distributing pornographic, obscene, or indecent images or content are strictly forbidden. Furthermore, users may not ~~:~~ forward~~ing of~~ junk e-mails, advertisements, ~~and/~~or chain emails, as these actions violate the policy on appropriate use of its technology systems.

Personal Use

- The ~~city~~City of Ramsey offers users the privilege of personal use of its technology. Personal use is allowed under the following guidelines ~~listed below~~ and only during break times or before/after normal business hours~~, as follows~~:
  - Users must obtain approval from their immediate supervisor prior to personal use of IT systems.
  - ~~:~~ O~~o~~nly ~~City~~City users are to use the computers and computer-related peripherals.
  - U~~; u~~sers must use their own media (e.g., flash drives, CD²s) and paper.
  - No personal files or data are to be stored on the ~~City~~City ~~file servers~~network.
  - ~~o~~U~~; u~~sers must not use IT systems for items listed above in **Prohibited Use**.
  -
- E-mail:– E-mail may, on a very limited basis, be used for personal correspondence, as long as it does not interfere with the normal duties of the employee and the above-listed guidelines are followed.– Using the ~~City~~City Internet e-mail to participate in any kind personal listservs or broadcast mailing list is prohibited.
-
- ~~Inappropriate non-business use of e-mail and the Internet can cause a burden on resources or carry computer viruses. Examples of this includes, but is not limited to: the transmission of non-business audio, graphic or movie files; games; jokes; instant messaging; content of an offensive or pornographic nature; copyrighted material and large data files not directly related to business. These items must not be downloaded from the Internet. These types of files can be large and affect the network or computer performance or carry viruses.~~

- Desk Telephones:– Desk telephones may be used for short, infrequent personal use, as long as it does not interfere with the normal duties of the employee and the above guidelines are followed.– ~~Employees must pay any costs associated with personal long distance~~long-distance ~~calls within 30 days~~.– Personal long-distance calls from a City land line are prohibited.

- Copiers, Fax Machines, and Printers:– Users must ~~will~~ reimburse the ~~city~~City of Ramsey for personal copies, faxes, and print requests ~~,~~ at the rate listed in the ~~City~~City fee schedule. Personal use fees must be reimbursed within 24 hours from the date the expense was incurred.

Personal Social Networking on ~~City~~City-O~~o~~wned E~~e~~quipment

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Individuals must not use ~~City~~City-owned or operated equipment to post to personal sites, including social networking sites, except during break times or before/after work.

Commented [JF21]: Moved language to the LMC Social media section near the top of the document.

Personal Social Networking while off duty and the ~~City~~City's Responsibility~~:~~

~~the~~

The ~~city~~City of Ramsey has a duty to protect the reputation of the organization and its employees, as well as guard against ~~any~~ liability and potential legal risks.~~k~~ regardless of when and where social networking activity occurs.~~–~~ With this in mind, employees must use social media in a manner that adheres to~~follows~~ the following guidelines:

- I~~i~~ndividuals should use discretion when engaging~~exercise caution and good judgment when social networking~~on social networking sites or ~~/~~apps.~~;~~
- I~~i~~ndividuals shall not imply ~~represent that~~ they are speaking or acting on behalf of the ~~city~~City of Ramsey or presenting its~~any~~ interests ~~of the city~~City of Ramsey.
- ~~;I – i~~ndividuals are not permitted to display the ~~city~~City of Ramsey logo on any part of their online profiles.~~;~~
- I~~i~~ndividuals must not port non-public or ~~never have the right to post non-public and~~ confidential information, such as ~~information related to coworkers without first obtaining the individuals' express written consent,~~ personnel data, medical information, ~~or~~ claims or lawsuits against the ~~City~~City, or information about coworkers, without obtaining the express written consent of the individuals involved.~~y~~
- I~~;i~~ndividuals who use personal social media accounts are not immune from the law.

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A~~In general, a~~ll users of social networking should be aware that the content of these ~~social networking~~ sites can be subpoenaed and used in criminal and civil trials.~~–~~ Individuals ~~need to be aware that they~~ have no reasonable expectation of privacy when social networking, and ~~use of~~ personal social media accounts are subject to all pertinent ~~city~~City of Ramsey polices, as well as local, state and federal laws.

~~-~~Content that violates existing ~~City~~City policies ~~– such as that exhibit~~ hate speech, bias, discrimination, pornography, libelous, or otherwise defamatory content ~~-~~ will not be tolerated. Individuals are prohibited from using social networking sites to harass or attack others, including coworkers or those ~~who work for~~associated with the ~~city~~City of Ramsey.

Commented [JF22]: This language is kind of covered by the LMC language provided. We can probably get rid of this.

~~City~~City Facebook P~~p~~age or O~~o~~ther ~~City~~City S~~s~~ocial N~~n~~etworking S~~s~~ites~~:~~

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- Authorized ~~city~~City staff responsible for updating social media sites must exercise~~use~~ the greatest care to portray the ~~City~~City in the ~~possible~~ best light possible.
- If the author of a given post is quoting another individual's comments, the comments must be explicitly identified ~~called out~~ as a quote using ~~with~~ quotation marks.
- In general, all posts should be reviewed by a supervisor and communications staff. I~~, if~~ there is any doubt regarding the appearance~~look~~, tone, ~~feel~~ or interpretation of a~~said~~ post, staff shall have the post reviewed by the ~~City~~City Administrator before proceeding.
- All posts to the ~~City~~City's social media sites and other official ~~City~~City publications must comply with these policies.

INFORMATION TECHNOLOGY SECURITY~~nformation Technology Security~~

Purpose
~~urpose~~To

cEnsure the security ofe, protect, and allow only appropriate access to ~~city~~City of Ramsey IT systems and resources.

Logins and Password~~sogins and Passwords~~

All users must use and maintain ~~unique IT-issued login IDs~~login credentials for computer and network-related access.~~–~~ ~~Login IDs~~These ~~are~~credentials are not to be shared with others~~, and corresponding passwords must remain confidential.~~ ~~–~~. Multi-user or generic login IDs are permissible only in special circumstances approved and maintained by IT. ~~-~~User ~~passwords~~ login credentials must adhere to the ~~following~~ requirements set forth by the Logis Member Security Policy. Password requirements are displayed on~~shown at~~ computer login screens. Longer passphrases can be used to increase the change interval.~~:~~

~~o Have a minimum of at least six alphanumeric characters in length~~Passphrases of 20 characters or more are exempt from some complexity requirements~~,~~ and can be renewed once every 365 days.
~~o Must be changed every 90 days~~
~~o Have at least one numeric digit as well as letters, for example: 1FishTwoFish~~
~~o Have not been previously used in the last five password rotations~~
~~o Automatic screen lock is initiated after 15 minutes of inactivity.~~

Appropriate network access shall be assigned by the IT department to each user~~ login ID, and~~. ~~users may only log into computers and equipment with their assigned login ID. Passwords~~ Login credentials are not to be shared with anyone.~~, and will be forced to change periodically.~~ – New passwords should avoid~~ not be~~ easily guessed items; ~~, such as~~for example, ~~:~~birthdays, family names, or pet names~~, etc~~.~~–~~ I~~ft is in~~ an employee~~'s best interest that Any employee who if they~~ forgets~~s~~ their password or suspects~~s~~ that their password's security has been compromised, ~~-~~they should contact the IT department immediately.~~.~~

Physical Security ~~hysical Security~~

- ~~City~~City users are expected to provide reasonable security to their computer workstations and related IT equipment.~~–~~ This includes ensuring that passwords are not written down in accessible places, removable media must be kept in a secured area, and~~ that~~ confidential data is not displayed in ~~such~~ a manner that unauthorized personnel can view it.
-
- All IT equipment is ~~City~~City property, and ~~must remain on current premises. U~~users may not move IT equipment outside of its assigned area without prior approval from the IT department.~~–~~ ~~Designated p~~Portable equipment, such as projectors, laptop computers, and digital cameras, may be removed from ~~City~~City buildings only for ~~City~~City business by

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employees ~~only~~. ~~Portable equipment must be reserved and checked out only to City users.~~ Users are expected to provide appropriate "common sense" protection against theft, breakage, environmental damage, and other risks.

-
- Users are required to log off computer workstations when absent for an extended time, such as the end of the day. Users may, however, "lock" their workstation instead when absent for a short period of time, such as during a meeting or over lunch. All computers will lock after 15 minutes of inactivity.

Virus Protection ~~irus Protection~~

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All computer workstations, laptops, and servers must be protected from viruses using up- to-date antivirus software. Users may not alter their system's configuration or take other steps to defeat ~~virus protection devices~~security applications, appliances, or systems. All files on removable media must be scanned for viruses before being installed ~~prior to installation~~ onto or accessed from ~~City~~City computer equipment. It is the ~~an~~ employees' responsibility to immediately report ~~A~~any ~~files~~ suspect~~ed or known to contain~~ files, malicious actors, phishing emails, or viruses ~~must be immediately reported~~ to the IT department for proper handling.

Wireless Access ~~ireless Access~~

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Unauthorized wireless access into the ~~City~~City's computer network is strictly prohibited. Wireless access is defined as, but not limited to, ~~:~~ 802.11 (Wi-Fi), Bluetooth, ~~WiMax,~~ and cellular technologies. Users may not attempt to scan, connect to, or install any wireless computing device on ~~City~~City equipment or property. Wireless access must be authorized and configured by the ~~City~~City's IT department. Any authorized wireless access must utilize standards-based encryption~~,~~ and conform to adopted security practices as governed by LOGIS and/or state and federal government guidelines.

Artificial Intelligence ~~rtificial Intelligence~~

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Approved use of Artificial Intelligence (AI) tools within the ~~City~~City of Ramsey must be authorized ~~will be approved~~ by the IT Manager and ~~City~~City Administrator. Upon approval, employees may use low-risk data with AI technology tools to perform work-related tasks. Low-risk data is defined by Minnesota Statutes Chapter 13 as "Public" and is intended to be available to the public. Employees should~~are to~~ assume that developers of AI tools will retain all data entered into the tool. Sharing of medium or high-risk data could be considered a data breach~~,~~ and may be subject to disciplinary action. Employees who ~~If you~~ are unsure whether the data you enter into AI applications is classified as public data should~~,~~ consult the ~~City~~City Clerk or IT Manager. All data created with the use of AI must~~is to~~ be retained in accordance with the ~~City~~City's records retention schedule.

11.4 Vehicle Use Policy

This policy applies to all employees who drive a vehicle on ~~city~~City business, whether driving a ~~city~~City-owned vehicle or their own personal vehicle. The ~~city~~City expects all employees who are required to drive as part of their job to drive safely and legally while on ~~city~~City business and to maintain a good driving record.

The ~~city~~City will examine driving records once per year for all employees who are covered by this policy to determine compliance ~~with this policy~~. Employees who lose their driver's license or receive restrictions on their license are required to notify their immediate supervisor, who will then notify Human Resources, on the first workday after any temporary, pending, or permanent action is taken on their license and to keep their supervisor informed of any changes thereafter. The ~~city~~City will determine appropriate action on a case-by-case basis.

~~Staff members shall operate City vehicles in a careful and prudent manner and shall obey all laws of the state and all City orders pertaining to such operation. Staff members shall set a proper example for others when operating City vehicles. Any City employee who drives a City vehicle regularly or occasionally in order to conduct City business, must promptly report loss or suspension of a driver's license to their Department Head.~~

The intent of this policy is to ensure appropriate use of ~~City~~City vehicles by municipal employees and to ensure a clear understanding of this policy~~thereof~~.

b. Work ~~-~~related c~~C~~onferences, schools, seminars, and meetings: ~~For purposes of this policy it is intended that~~ T~~t~~raining opportunities during the regular work shift within a 40-mile distance of the work location is considered an acceptable work-related activity, provided ~~in as much as~~ the vehicle will be returned to the work site either during or shortly after the completion of the shift.

c. ~~b.~~ Out-of-town and overnight conferences and schools: For travel lasting ~~which has a duration of more~~ than one work ~~-~~day ~~in length~~, ~~or for travel beyond the 40-mile radius noted above,~~ the employee is to utilize a non-fleet vehicle, the use for which will be compensated at the approved rate. Alternatively, upon prior approval of the ~~City~~City Administrator, the employee may use ~~can receive the use of~~ a vehicle previously determined as an excess vehicle by the ~~City~~City Council.

d. ~~c.~~ Lunch hours and authorized breaks: ~~For purposes of this policy w~~When an employee is scheduled to work at a site other than their normal reporting location, ~~and for Police Officers on duty,~~ use of a ~~City~~City vehicle for travel within ~~one~~ five miles of the ~~the City limits~~ said work location~~, for the purpose of lunch and other authorized breaks~~ shall not be considered personal use.~~.~~

e. ~~d.~~ Overnight use: A~~It is the intent of this policy that a~~ll municipal vehicles must be~~will have~~ returned to their designated work location by the end of the work shift unless prior written authorization has been received from the ~~City~~City Administrator.

f. ~~e.~~ Personal use:~~–~~ Personal use of ~~City~~City vehicles by ~~City~~City employees or elected officials is prohibited without the express written consent of the ~~City~~City Administrator or ~~his/her~~ the City Administrator's designee.

11.5 ~~——~~*Telecommuting / Remote Work Policy*

Definition

Telecommuting is a work arrangement where an ~~the~~ employee~~s~~ works from home or another remote work site away from the primary, traditional work place.

~~Purpose~~Consideration

Consideration for telecommuting arrangements may be made on a case~~-~~-by~~-~~-case basis and only in situations where the employee can demonstrate a benefit to the ~~City~~City. Telecommuting is not appropriate for all employees, it is not a ~~City~~c~~C~~ity-wide benefit or entitlement, it does not alter ~~in no way changes~~ the terms and conditions of employment with the ~~City~~City, ~~and~~and ~~and~~ is not a substitute for dependent care.

Participation

Full-time and part-time employees~~, except those under collective bargaining agreements,~~ may apply to participate. To be considered, e~~E~~mployees must have successfully completed probation, received a satisfactory rating on their last performance evaluation, and have not had ~~any~~ disciplinary action taken against them during the past year. Seniority will not be a determining factor in ~~basis for~~ selecting employees to participate in this program. The ~~City~~City Administrator and Department Head must agree to all telecommuting arrangements, and the arrangement may be revoked at any time for any reason.

Part-time employees must have a regular schedule in which they would otherwise work five days per week in the office for at least 28 hours per week. If approved, part-time employees may not work more than one day per week remotely.

General Eligibility

- **Eligible Employees:~~–~~** Employees working in the office at least 28 hours per week, five days per week, as their primary role.
- **Ineligible Employees:** Employees working in the office less than 28 hours per week, or those working primary role involves ~~in the~~ fieldwork ~~as their primary role~~.
- All requests meeting the eligibility requirements of this policy will be considered based on individual circumstances; there is~~shall be~~ no guarantee of approval based on job class.

Application Process

The telecommuting application must be completed, detailing ~~indicating~~ how the telecommuting arrangement will benefit the ~~City~~City. All applications must be signed by the Department Head

and then forwarded to ~~Human Resources~~Human Resources. The Department Head, ~~Human Resources~~Human Resources, and the ~~City~~City Administrator will evaluate the application to determine whether it ~~or not the application~~ will be approved or denied.~~,~~ Approval is at the sole discretion of the ~~City~~City Administrator. The Department Head will then meet with the employee to communicate the decision~~regarding the determination~~. The Department Head is responsible for ensuring adequate coverage in the office.

Telecommuting Program

It is recommended that employees who telecommute do so for a maximum of two days per week ~~,~~ or on a short-term project basis. The telecommuter and the Department Head should agree upon a regular schedule of work hours and work location. Following the agreed-upon ~~regular~~ work schedule is necessary to ensure maximum accessibility. ~~However~~If needed, the employee must be willing and able to return to the primary work ~~-~~place at the request of the Department Head, ~~for any reason~~ with minimal notice, ideally later that day, but typically not exceeding ~~but not greater than~~ 48 hours~~' notice~~hours' notice. ~~May shorten the 48 hours.~~

An employee's salary, benefits, and job responsibilities will not be affected by participating in telecommuting. Overtime must have prior approval. A remote work site is considered a ~~City~~City work ~~-~~space; ~~and the employee,~~ therefore, the employee continues to be governed by applicable ~~City~~City policies, procedures, and~~or~~ practices.

~~The employee is to be available for telephone, computer and/or fax communication with the City at the times as agreed by the signers on the application. The employee will respond to telephone calls at the telecommuting work location, and will respond to telephone messages left for the employee at the employee's City work location.~~

The Department Head and telecommuter must establish an agreed ~~-~~ upon schedule for~~where~~ the telecommuter to contact~~s~~ the office to report progress.

The telecommuting program and associated ~~/or~~ projects must have measurable objectives. For example, tasks such as writing a section of a manual, working on a special project, processing regular business, ~~,~~ or preparing spreadsheets and financial analyses may benefit from~~is~~ ~~where~~ being completed outside of the "office environment" for improved efficiency. ~~could lead to its accomplishment in a more timely manner, or more timely manner.~~

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Telecommuters may be assigned a different workstation space at the office if it is determined that such a rearrangement better suits office coverage needs arising ~~is better suited by an office rearrangement as a result of~~ the telecommuting agreement.

Employees must adhere to the following requirements and conditions:

- Maintain in ~~-~~office days as full days in accordance with the ~~as per~~ employee's normal schedule; without~~not~~ splitting time between the~~in~~ office and ~~the~~ remote location.
- Be available for virtual meetings, including ~~with a~~ webcam participation~~at the times~~, as well as impromptu meetings that may arise.

- Be available for telephone, email, or other communication at all times during scheduled work hours.
- Respond promptly to telephone calls and messages as if working in the office, with a maximum response time of 15 minutes, ~~from the telecommuting work location as if in the office.~~
- ~~Promptly respond to phone messages and emails from the employee's supervisor or the supervisor's designee immediately or within fifteen minutes,~~ unless the employee is on break or in a virtual meeting.
- Connect their computer to the ~~City~~City network for the entirety of the work-day.
- Maintain an updated Outlook calendar~~s~~ at all times.
- Notify the direct supervisor and direct reports promptly if any unavoidable changes occur to the work schedule. ~~If unavoidable, any changes to an employees work schedule shall be communicated to the employee's direct supervisor and direct reports in a timely manner~~
- Agree to all costs associated with telecommuting, including ~~such as~~ internet access and 'ancillary equipment,' such as printers.~~, at the employee's cost.~~
- ~~Telecommuters will~~ T~~t~~ake all precautions necessary to secure confidential and ~~/or~~ proprietary information and prevent unauthorized access to~~into~~ any ~~City~~City system.

Equipment

If an employee is approved for telecommuting ~~and the project requires the use of a computer,~~ the ~~City~~City shall provide the telecommuter a ~~City~~City-issued computer equipped with Virtual Private Network (VPN) and ~~as well as~~ soft-phone software that allows the telecommuter to make and receive phone calls form their ~~City~~City-assigned office phone number.~~–~~ The telecommuter must have access to any required technology to complete their tasks, such as virtual meeting software and hardware, financial software, agenda software, and other necessary tools~~etc~~.~~–~~ If the telecommuter desires a printer or other computer equipment, the cost of the equipment, maintenance, repair, ~~of the equipment, equipment~~ insurance, electricity, ~~city~~~~City~~, and/or phone lines will be~~are~~ the employee's responsibility unless otherwise approved by the ~~City~~City Administrator. The cost of installing and licensing software will be covered by ~~at~~ the ~~City~~City, provided ~~'s expense as long as~~ a software license already exists for that particular user.

~~In the case where an employee owns a personal computer, the employee must provide a copy of the appropriate documents to verify that the software being used is legally licensed and receive~~ ~~is utilizing virus detection, training from~~ ~~This will need to be verified for the IT Division. The City assumes no liability for loss, damage or wear of employee-owned equipment.~~Due to security concerns, ~~the~~ telecommuters are prohibited from using ~~shall not use a~~ personal computers for ~~purposes of~~ telecommuting purposes. The ~~City~~City assumes no liability for loss, damage or wear of employee-owned equipment. If the IT Division determines that the telecommuter is using a computer with software installed that is not properly licensed and/or does not receive virus protection, the telecommuting agreement may be terminated, and disciplinary action may be followed as outlined in the ~~s per the~~ Personnel Policy and union contracts.

~~Telecommuters will take all precautions necessary to secure confidential and/or proprietary information and prevent unauthorized access into any City system.~~

~~City~~City supplied s~~S~~oftware and /h~~H~~ardware shall include the following:

- A c~~C~~omputer (desktop or laptop)
- ~~,~~Virtual Private Network (VPN)
- ~~,~~Softphone or Cell Phone software to ~~"~~"twin"~~"~~ with office phone
- C~~ and c~~ustomary ~~software on the~~ desktop software

Insurance

The employee will be covered by Worker's Compensation while working at the designated telecommuting ~~work~~ address during the hours specified in ~~of work as indicated on~~ the Telecommuting Application. The ~~city~~City of Ramsey's liability is limited to injuries directly resulting ~~directly~~ from ~~the~~ work and occurring ~~only if the injury occurs~~ in the designated work area. C~~Any c~~laims will be handled according to standard~~regular~~ Workers' Compensation procedures. If injured while telecommuting, the employee ~~should~~ must~~shall~~ follow the established ~~appropriate~~ procedures for reporting the injury. F~~Other f~~amily members, ~~or~~ visitors, or others present at ~~to~~ the telecommuting ~~work~~ address are not covered by the ~~City~~City's Worker~~'s~~' Compensation program, and t~~. T~~he ~~city~~City assumes no liability for ~~of Ramsey is not liable for any~~ injuries of these individuals. ~~to family members, visitors, or others in the employee's home. Employees should consider carrying insurance to cover these instances.~~

Telecommuters working at home are required to~~will have a designated space~~ maintain~~ed~~ a designated workspace. ~~by the employee.~~ With advance notice, the City ~~employer~~ may visit the work site to ensure that ~~that~~ safe working conditions exist. For projects involving extensive computer use, employees~~staff~~ may request a ergonomics evaluation of their workspace ~~work area, to be conducted virtually~~ by one of the ~~City~~City's trained ergonomics assessors.

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Expenses

The ~~City~~City will not reimburse the employee for ~~any~~ expenses incurred ~~the employee incurs~~ to participate in telecommuting. This includes costs related to equipment, utilities, supplies, and furniture. However, t~~T~~he ~~City~~City will provide a ~~small and~~ reasonable supply of basic office items, ~~number of office supplies (~~such as pens, paper, post-it notes, and paper clips,~~)~~ for use by the telecommuter.

Travel time from the employee's home to the regular workplace is not ~~compensat~~compensable~~ory~~, even if the employee is schedule to telecommute on the same day.~~reports to the regular workplace on a day scheduled for telecommuting.~~

SECTION 12 DRUG-FREE WORKPLACE

~~*Drug Free Workplace Policy*~~

~~DRUG FREE WORKPLACE~~

In accordance with federal law, the ~~city~~City of Ramsey has adopted the following policy on drugs in the workplace:

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

~~B.~~

b) The unlawful manufacture, distribution, possession, or use of drugs on ~~city~~City property or while conducting ~~city~~City business is absolutely prohibited. Violations of this policy will result in disciplinary action, up to and including termination, and may have legal consequences.

~~C.~~

c) ~~———~~The ~~city~~City recognizes drug abuse as a potential health, safety, and security problem. Employees needing help in dealing with such problems are encouraged to use their health insurance plans, as appropriate.

d)

~~D.~~ ~~———~~Employees must, as a condition of employment, abide by the terms of this policy and must report any conviction under a criminal drug statute for violations occurring on or off work premises while conducting ~~city~~City business. A report of the conviction must be made within five days after the conviction as required by the Drug-Free Workplace Act of 1988.

12.1 Drug, Alcohol, and Cannabis Testing and the Drug-Free Workplace Act

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POLICY FOR NON-COMMERCIAL DRIVERS (NON-DOT) ~~olicy for Non-Commercial Drivers (Non-DOT)~~

Purpose and Objectives

The ~~city~~City of Ramsey ("~~city~~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~~City of Ramsey does not intend to intrude into the private lives of its employees, but strongly believes that a drug, alcohol and cannabis-free workplace is in the best interest of employees and the public alike. Alcohol, drug, and cannabis 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~~City

property. The ~~city~~City of Ramsey 's Drug, Alcohol and Cannabis Testing Non-DOT policy has been established for the purpose of providing a safe workplace for all.

~~City~~City employees and applicants required to hold a commercial driver's license (CDL) by the United States Department of Transportation ("DOT") for their job will be tested under the ~~city~~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~~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 they understand 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~~City may test any applicant to whom an offer of employment has been made and may test employees for alcohol and/or drugs, including cannabis, under 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~~City receives the offer conditioned upon successful completion of drug test, and/or an alcohol or cannabis test, if applicable, among other conditions. The ~~city~~City will not request or require a job applicant to undergo cannabis testing related to "lawful consumable products" pursuant to Minn. Stat. § 181.938, including alcohol, cannabis, lower-potency hemp edibles, and hemp-derived consumer products, except with respect to the categories of positions listed below in the definition of "Drug" or if otherwise required by state or federal law. If the job offer is withdrawn based drug test results, the ~~city~~City will inform the applicant of the reasons for the withdrawal. A failure of the drug or other applicable tests, 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 except for those designated by the hiring department as safety-sensitive positions.

2. Reasonable Suspicion Testing:
Consistent with Minn. Stat. § 181.951, subd. 5, employees will be subject to alcohol and/or drug testing, including cannabis testing, when reasonable suspicion exists to believe that the employee:

- Is under the influence of alcohol, drugs or cannabis; or

- Has violated written work rules prohibiting the use, possession, sale or transfer of drugs, alcohol, or cannabis, while working, while on ~~city~~City property, or while operating ~~city~~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, drugs or cannabis 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~~City's policies concerning alcohol, drugs or cannabis 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, blood or oral liquid ~~-~~testing ~~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~~City employees, as a condition of continued employment, will agree to abide by the terms of this policy and must notify the Administrative Services Director or ~~their~~ the Administrative Services Director's designee ~~in Human Resources~~ of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction. If required by law or government contract, the ~~city~~City will notify the appropriate federal agency of such conviction within 10 days of receiving notice from the employee.

~~2.~~3.Treatment Program Testing:

In accordance with Minn. Stat. § 181.951, subd. 6, the ~~city~~City may request or require an employee to undergo drug, alcohol, or cannabis testing, if the employee has been referred by the ~~city~~City for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan. In such a case, the employee may be requested or required to undergo drug or alcohol testing, including cannabis testing, without prior notice during the evaluation or treatment period and for a period of up to two years following completion of any prescribed chemical dependency treatment program.

~~3.~~4.Routine Physical Examination Testing:

The ~~city~~City may request or require an employee to undergo drug and/or alcohol testing—but not cannabis testing, except for the categories of positions listed above for which cannabis is considered a drug or unless otherwise required by state of federal law–as part of a routine physical examination. The ~~city~~City, in accordance with Minn. Stat. § 181.951, subd. 3, will request or require this type of testing no more than once annually, and the employee will be provided with at least two weeks' written notice that the test will be required as part of the physical examination.

~~4.~~5.Random Testing:
In accordance with Minn. Stat. § 181.951, subd. 4, the ~~city~~City may require an employee to submit to random drug, alcohol, and cannabis testing, if the employee is in a safety-sensitive position.

Right of Refusal~~:~~
Employees and job applicants have the right to refuse to submit to an alcohol, drug, or cannabis 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 alcohol or cannabis 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 and/or alcohol testing, including cannabis testing, of a blood sample will not be considered to have refused testing, unless the employee or job applicant also refuses to undergo drug, alcohol, or cannabis testing of a urine or oral liquid sample.

Cost of Required Testing~~:~~
The ~~city~~City will pay for the cost of pre-employment, post-accident, random, and reasonable suspicion alcohol and drug 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.

***P*ROBITION AGAINST DRUGS AND ALCOHOL ~~rohibition against Drugs 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, including cannabis, or drug paraphernalia, while on duty; while on ~~city~~City premises; while operating any ~~city~~City vehicle, machinery, or equipment; or when performing any ~~city~~City business, except (1) pursuant to a valid medical prescription used as properly instructed; (2) the use of over-the-counter drugs 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, edibles or beverages containing cannabinoids, or pills) on the worksite by a person working as an employee at the ~~city~~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. Likewise, the fact that cannabis may be lawfully purchased and consumed does not permit anyone to use, possess, or be impaired by them here. The federal government still classifies cannabis as an illegal drug, even though some states, including Minnesota, have decriminalized its possession and use. There is no acceptable concentration of marijuana metabolites in the blood or urine/oral liquid 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, alcohol and cannabis testing policy.

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 by Alcohol, Drugs or Cannabis

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

Driving While Impaired

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

Criminal Drug Convictions

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Any employee convicted of any criminal drug statute must notify their ~~his or her~~ supervisor and the Administrative Services Director or the Administrative Services Director's ~~their~~ designee in Human Resource in writing of such conviction no later than five days after such conviction. Within 30 days after receiving notice from an employee of a drug-related conviction, the ~~city~~City will take appropriate personnel action against the employee up to and including discharge or require the employee to satisfactorily participate in a drug 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~~City is receiving federal grants or contracts of over $25,000, the ~~city~~City will notify the appropriate federal agency of such conviction within 10 days of receiving notice from the employee.

Failure to Disclose Lawful Drugs~~:~~
Employees taking a lawful drug, including prescription and over-the-counter drugs or cannabis, 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~~their physician or pharmacist regarding medication and any job performance impairment and relay that information to ~~his/her~~their 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 ~~eview 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~~Human Resources will notify a job applicant of a negative drug result within three days of receipt of result by the ~~city~~City, and the hiring process will resume. In accordance with Minn. Stat. § 181.953, subd. 3, a laboratory must report results to the ~~city~~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~~Human Resources. In the case of current employees and in accordance with Minn. Stat. § 181.953, ~~Human Resources~~Human Resources will notify the employee of a negative drug and/or alcohol result within three days of receipt of result by the ~~city~~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~~Human Resources.

Notification of Positive Test Results~~:~~
In the event of a confirmed positive blood, ~~ or~~ urine or oral liquid alcohol drug, or cannabis test result, the ~~city~~City will notify the employee of a positive result within three days of receipt of the result. ~~Human Resources~~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~~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~~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 drug, alcohol, or cannabis test result on a confirmatory test, the employee or job applicant may submit information to the ~~city~~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~~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~~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~~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 drug 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~~City's job offer will be reinstated, and the ~~city~~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~~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
~~***onsequences for Employees Engaging in Prohibited Conduct***~~

Job Applicants~~:~~
The ~~city~~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~~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~~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~~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~~iscipline and Discharge:~~

Confirmatory Positive Test Result~~:~~
The ~~city~~City will not discharge an employee for a first confirmatory positive test unless the following conditions have been met:

- The ~~city~~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~~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~~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~~City personnel policies.

Emergency Call Back to Work Provisions~~:~~
If an employee is called out for a ~~city~~City emergency and he or she reports to work and is suspected of being under the influence of drugs, alcohol, or cannabis he or she will not be subject to the testing procedures of this policy but 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, drugs or cannabis and who is called out for a ~~city~~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~~City of Ramsey 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 or cannabis 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~~City will not retaliate against any employee for asserting his or her rights under this policy.

~~City~~City's Employee Assistance Program
The ~~city~~City has in place a formal employee assistance program (EAP) to assist employees in addressing serious personal or work-related problems at any time. The ~~city~~City's EAP provides confidential, cost-free, short-term counseling to employees and their families. Employees who may have an alcohol, cannabis, or other drug abuse problem are encouraged to seek assistance before a problem affects their employment status. Employee assistance program services are available by contacting your health insurance company or as listed on the ~~City~~City's employee intranet site.

Policy Contact for Additional Information
If you have any questions about this policy or the ~~city~~City's drug, alcohol and cannabis testing procedures, you may contact the Administrative Services Director or the Administrative Services Director's designee to obtain additional information.

By this policy, the ~~city~~City of Ramsey 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~~City employee will receive a copy of this policy and will be required to read it.

DEFINITIONS~~efinitions~~

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.

Cannabis: Means cannabis and its metabolites, including cannabis flower, cannabis products, lower-potency hemp edibles, and hemp-derived consumer products.

Cannabis testing: 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 cannabis in the sample tested.

~~City~~City: Means the ~~city~~City of Ramsey.

~~City~~City premises: Means, but is not limited to, all ~~city~~City job sites and work areas. For the purposes of this policy, ~~city~~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.

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

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

Confirmatory test: Means a drug, alcohol or cannabis test on a sample to substantiate the results of a prior drug, alcohol test or cannabis 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: Includes any "controlled substance" as defined in Minn. Stat. § 152.01, subd. 4, and also includes all cannabinoids, including those that are lawfully available for public consumption that do not otherwise qualify as being a "controlled substance" as defined in Minn. Stat. § 152.01, subd. 4. Cannabis and its metabolites are considered a "drug" for positions in the following categories, regardless of the kind of testing involved: safety sensitive positions; peace officer positions; firefighter positions; positions requiring face-to-face care, training, education, supervision, counseling or medical assistance to children, vulnerable adults or patients receiving treatment, examination or emergency care for a medical, psychiatric or mental condition; positions requiring a commercial driver's license or requiring the employee to operate a motor vehicle for which state or federal law requires drug or alcohol testing; positions funded by a federal grant; or other positions for which state or federal law requires testing of a job applicant or employee.

Drug and/or alcohol testing, and drug and/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 and alcohol testing," "drug or alcohol testing," and "drug or alcohol test" do not include cannabis or cannabis testing, unless stated otherwise.

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~~City and includes independent contractors except where specifically noted in this policy.

Initial screening test: Means a drug, alcohol, or cannabis 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~~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, drugs, cannabis or their metabolites that exceeds the cutoff levels established by the ~~city~~City. Minimum threshold detection levels are subject to change as determined in the ~~city~~City's sole discretion.

Random selection basis: Means a mechanism for selection of employees that (1) results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected, and (2) does not give an employer discretion to waive the selection of any employee selected under the mechanism.

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, alcohol, and/or cannabis usage would threaten the health or safety of any person.

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

~~Drug, Alcohol and Cannabis Testing for Commercial Drivers Policy~~

POLICY FOR DRUG, ALCOHAL AND CANNABIS TESTING FOR COMMIRECIAL DRIVERS (DOT)

Purpose and Objectives

The ~~City~~City of Ramsey ("~~City~~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~~City is concerned about providing a safe workplace for its employees, and while the ~~City~~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~~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~~City has adopted this Policy on Alcohol and Controlled Substances for employees who hold a commercial driver's license (CDL) to perform their duties.

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~~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~~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~~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 and Federal Motor Carrier Safety Administration (FMCSA) regulations will take precedent over this policy to the extent the policy has not incorporated those revisions.

Persons Subject to Testing and~~&~~ Types of Tests
All employees are subject to testing who job duties include performing "safety-sensitive duties" on ~~City~~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:

- Aall time waiting to be dispatched to drive a commercial motor vehicle.
- Aall time inspecting, servicing, or conditioning a commercial motor vehicle.
- Aall 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).
- Aall 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.
- Aall time repairing, obtaining assistance, or attending to a disable commercial motor vehicle.

The ~~City~~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~~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~~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.

An applicant must provide consent to the ~~city~~City, and successfully pass a full query of the Federal Motor Carrier Safety Administration's Clearinghouse. In addition, at least once a year, the ~~City~~City will conduct a limited query of the Clearinghouse for each currently employed CDL driver. If the limited query reveals that the Clearinghouse has information about resolved or unresolved drug and alcohol program violations by a candidate or current employee, he or she

will be asked to provide electronic consent to a full query of the Clearinghouse (unless he or she has previously provided electronic consent). In the event a full query of the Clearinghouse reveals unresolved violation information for a candidate or current employee, the driver will not be permitted to perform safety-sensitive functions, including the operation of a Commercial Motor Vehicle and, in the case of a candidate, may have their conditional offer of employment rescinded or, in the case of a current employee, may be subject to discipline.

Post-Accident Testing

- As soon as practicable following an accident involving a commercial motor vehicle operating on a public road, the ~~City~~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.

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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~~City
i. Human fatality	YES	YES
	NO	YES
~~ii.~~ Bodily injury with immediate ii. 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 or oral liquid sample for post-~~accident controlled~~accident-controlled substance testing as soon as possible. If the driver is not tested within thirty-two (32) hours after the accident, the ~~City~~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~~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~~City will cease its attempts to test the driver and prepare and maintain on file a record stating why the test was not administered.

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The ~~City~~City may accept the results of a blood or breath test in place of an alcohol test and urine/oral liquid 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~~City.

Whenever such a test is conducted by a law enforcement officer, the driver must contact the ~~City~~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.

Federal law requires the ~~City~~City to test at a rate of at least fifty percent (50%) 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~~City will require the driver to submit to an alcohol and/or controlled substance test.

The ~~City~~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~~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~~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~~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~~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~~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-T~~t~~o-Duty Testing~~.~~
The ~~City~~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~~City is not obligated to reinstate or requalify such drivers for a first positive test result.

Should the ~~City~~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~~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~~City is not obligated to reinstate or requalify such drivers.

Should the ~~City~~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~~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.

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Cost of Required Testing~~.~~
The ~~City~~City will pay for the cost of pre-employment, post-accident, random, and reasonable 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.

***P*ROHIBITED CONDUCT ~~rohibited Conduct~~**

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

Under the I~~i~~nfluence of A~~a~~lcohol W~~w~~hen R~~r~~eporting for D~~d~~uty or W~~w~~hile on D~~d~~uty~~.~~
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 or compensatory time off 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 an including termination. In accordance with the Federal Motor Carrier Safety Administration's (FMCSA) Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse reporting requirements, beginning January 6, 2020, the ~~City~~City will report a driver's refusal to submit to a DOT test for drug or alcohol use to the Clearinghouse within three business days.~~–~~ 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 or oral liquid 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 or oral liquid testing.
- Fails to report for testing within a reasonable period of time, as determined by the ~~City~~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~~City and/or collector.
- Fails to undergo a medical examination as directed by the ~~City~~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 A~~a~~ttempting to A~~a~~lter a U~~u~~rine/Oral Liquid -S~~s~~ample or B~~b~~reath T~~t~~est.~~

A driver altering or attempting to alter a urine/oral liquid oral -sample or controlled substance test, or substituting or attempting to substitute a urine/oral liquid -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~~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~~City's workplace. The federal government still classifies cannabis as an illegal drug. *There is no acceptable concentration of marijuana metabolites in the urine, oral liquid -or blood sample of an employee who performs safety-sensitive duties for the ~~City~~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.

In addition to the conduct prohibited by applicable DOT and FMCSA regulations, the ~~City~~City also maintains other applicable policies regarding drug and alcohol that are applicable to all employees. For specifics regarding those requirements, refer to the ~~City~~City's policy for non-DOT related drug and alcohol policy.

COLLECTION AND TESTING PROCEDURES ~~ollection and Testing Procedures~~

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Drivers are required to report immediately upon notification to the collection site. For random tests conducted off site, employees may use a ~~City~~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/oral liquid -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~~their 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~~their 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~~City by the collection site staff.

Controlled Substance Testing~~.~~
The ~~City~~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 or oral liquid 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/oral liquid 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/oral liquid -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/oral liquid~~e~~, the ~~City~~City will consider the test to have been canceled. If a licensed physician cannot

make such a determination, the ~~City~~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~~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~~City who will direct the driver to contact the MRO.

REVIEW OF TEST RESULTS ~~eview of Test Results~~

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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~~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~~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~~otification of Test Results~~

Employees~~.~~
The ~~City~~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~~City receives information that a driver has provided a dilute negative specimen, the ~~City~~City will direct a recollection, pursuant to the MRO's direction, under direct observation.

CONSEQUENCES FOR DRIVERS ENGAGING IN PROHIBITED CONDUCT ~~onsequences 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.

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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~~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 leave or compensatory time off leave, for hours missed from work.

Notification of Resources Available
The ~~City~~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~~City will provide this SAP listing in writing at no cost to the driver.

Discipline
The ~~City~~City reserves the right to impose whatever discipline the ~~City~~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~~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~~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 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~~there 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 Ttest
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~~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~~City pursuant to a collective bargaining agreement.

Reporting to the FMCSA's CDL Drug and Alcohol Clearinghouse
In accordance with the Federal Motor Carrier Safety Administration's (FMCSA) Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse reporting requirements, the ~~City~~City will report the following information to the Clearinghouse within three business days:

- A DOT alcohol confirmation test result with an alcohol concentration of 0.04 or greater;
- A negative DOT return-to-duty test result;
- The driver's refusal to submit to a DOT test for drug or alcohol use;
  - Actual knowledge a driver has used alcohol or controlled substances, based on the employer's direct observation, information provided by the driver's previous employer(s), a traffic citation for driving a CMV while under the influence of alcohol or controlled substances, or an employee's admission of alcohol or controlled substance abuse except as provided in § 382.121) of:
    - On duty alcohol use pursuant to § 382.205;
    - Pre-duty alcohol use pursuant to § 382.207;
    - Alcohol use following an accident pursuant to § 382.209;
    - Controlled substance use pursuant to § 382.213;
- Employers will also report negative return-to-duty (RTD) test results and the successful completion of a driver's follow-up testing plan as ordered by a SAP.

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~~City will not release driver's information that is contained in records required to be maintained by this policy or FMCSA and DOT regulations. Beginning in 2020, the ~~city~~City will be required to query and report to the agency's Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse prior to hiring new drivers, will conduct annual checks of existing CDL-drivers, and will report certain violations of the DOT drug and alcohol testing program for holders of CDLs. 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~~City's controlled substance and alcohol testing procedures, you may contact the Administrative Services Director or the ~~City~~City Administrator to obtain additional information.

DEFINITIONS~~efinitions~~

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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~~**City:** Means ~~City~~City of Ramsey[~~City~~~~City Name~~].

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~~City~~**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~~City.

Collection Site:
Means a place designated by the ~~City~~City where drivers present themselves for the purpose of providing a specimen of their urine/oral liquid -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, whoever 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, opioids, (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~~City or who operate a commercial motor vehicle at the direction of or with the consent of the ~~City~~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~~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~~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~~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.

SECTION 13 ACKNOWLEDGEMENT OF RECEIPT OF THE PERSONNEL POLICY

I acknowledge that I have received a copy of the ~~city~~City of Ramsey Personnel Policy.~~–~~ I understand that this document contains important information regarding the ~~City~~City's general personnel policies and my privileges and obligations as an employee.~~–~~ I will familiarize myself with the personnel policy within five (5) business days. ~~and~~ I understand that I am governed by ~~its~~ the ~~-~~contents of the policy.~~–~~ I further understand that the personnel policy is not an employment contract and that the ~~City~~City may change, rescind or add to any policies, benefits, or practices at its sole discretion with or without advance ~~prior~~ notice.
~~; however, following CityCity Council approval, revisions will be provided to employees.~~

_____ _____
Employee's Signature Date

_____
Employee's Name (typed or printed)

_____ _____
Witness' Signature Date

_____
Witness' Name (typed or printed)

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CC Work Session

Meeting Date: 11/26/2024

Primary Strategic Plan Initiative: Create a positive image for residential neighborhoods, business districts and key corridors.

Information

Title:

Review draft Rental Housing Licensing Inspections Policy

Purpose/Background:

At the Council's work session on November 12, the City Council discussed concerns with various inspections aspects of the Rental Housing Licensing and Inspections program. At the regular meeting that night, the Council introduced an ordinance to remove the Crime Free Housing component of the program. Staff stated that we would come back with a separate action to for the inspections portion of the program so not to hold up the property owners' and managers' concerns about finding a Crime Free class to take.

After review of City Code, it was determined that a policy document would be more appropriate to address Council concerns surrounding the tenant's right to privacy. Attached is a draft of the policy that staff has been working on. In researching examples of such policies, there does not appear to be much for Minnesota communities. Other examples were found from Iowa and Colorado, but not considered completely due to differences in their states' laws regarding inspections and rights to privacy. A policy is adopted by resolution (one trip to Council) versus a change in City Code that is adopted by ordinance (two trips to Council).

State Law does authorize communities to have rental inspections programs surrounding maintenance of the structure and unit while balancing a tenant's right to privacy. State Statute 504B.211 is attached to this report. Ramsey's Rental Housing Licensing and Inspections program is modeled after Coon Rapids' and several other communities' successful programs. The program was unanimously approved by the City Council on September 12, 2023.

The proposed policy addresses licensing application procedures, background checks, scheduling inspections, the inspection itself, and the inspection report.

Time Frame/Observations/Alternatives:

60 Minutes

Recommendation:

None at this time.

Outcome/Action:

Provide direction on the draft in order to bring back at the December 10 meeting for more discussion or adoption.

Attachments

Draft Policy

Appendix A - Pre-Inspection Checklist

State Statute 504B.211

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	11/21/2024 11:55 AM
Form Started By: Todd Larson		Started On: 11/19/2024 10:26 AM
Final Approval Date: 11/21/2024		

A. Licensing and Inspections Rationale

1. For the tenants. Ramsey residents living in rental housing do not have the legal ability to make improvements to the property and structure in which they live. The rental licensing inspection program will assist our residents in obtaining minimum standards for their living environment. In some instances, tenants do not feel comfortable reporting maintenance problems with their property managers out of fear of retaliation or being billed for repairs. They may also be unaware of when something is not working properly.

2. For the property owners. Investment property owners generally want to provide good quality housing for tenants. In the event a tenant is causing damage to property, the rental licensing inspection program will offer an outside verification and documentation of property conditions to aid in ensuring lease requirements are being met. The regular inspection cycle will also help identify minor issues before they escalate into major repairs, potentially saving property owners money in the long run. Many insurance companies offer discounts to investment property owners when their properties are regularly inspected.

3. For the neighbors. Homeowners tend to be more invested in their neighborhoods than renters are. Homeowners are typically the first to complain about rental properties in the neighborhood. A rental licensing inspection program gives neighbors assurances that rental properties will meet minimum standards and have reasonable comply-by dates should a correction be needed.

4. For the whole community. Blighted and substandard properties detract from the overall value of a community and therefore the reputation the community has in the region. A rental licensing inspection program will help keep Ramsey looking good and being a place people want to live and do business.

B. Definitions

1. Definitions for terms listed within this policy shall be found in City Code Section 26-615 (Definitions, Residential Rental Dwelling Units).

2. For purposes of this policy, the term “property manager” shall be used as defined and to include the owner(s), maintenance person, caretaker, or any individual who accompanies the rental inspector on a rental inspection.

C. License Application

1. License Term – 12 months from the date of license approval.

2. Renewals – Renewal forms will be sent out 45 days prior to expiration. Renewal applications are due prior to the expiration date of the initial license. The renewed license expires one year from the expiration date of the initial license, regardless of when the renewal application is submitted.

3. Background Checks – Background checks on property managers will be conducted by the Police Department in accordance with State Statutes. The Community Development Department will collect the information as part of the application forms. Once a complete application is made, the background check portion (signature page and photocopy of identification) will be separated from the application packet and given to the Police Department for the background check and it will be kept with the Police Department in accordance with data retention laws. The Police Department will report back to the Inspector "pass" or "not pass." All information discovered during the background check remains private with the Police Department subject to data practices laws.

4. Tax information – Tax identification numbers (corporate or social security numbers) shall be collected and annually reported in accordance with State Law. For individuals who own rental property (not corporations, LLCs, business entities, etc.) who provide social security numbers, that data is stored securely in accordance with State Law.

D. Renewal Application – The renewal application will ask if anything previously submitted has changed. If nothing has changed from the previous initial application or renewal application, the property owner will certify a statement stating such. If any portion of the application has changed (property manager, business address, or the like) the appropriate portion(s) of the application packet shall be provided. A change in business ownership name or entity will be considered a new application.

E. Scheduling Inspections

1. Frequency of Inspection

i. New licenses – Must be scheduled for within three months of license application.

ii. Established licenses –

(1) Every three years for properties where minimal minor corrections were needed at the last inspection; or

(2) Annually for properties with several or major corrections needed at the last inspection.

(3) Annually or bi-annually for any property on a 3-year cycle if requested by the property owner.

(4) Apartment buildings on a three-year cycle will be inspected annually with approximately one-third of its units inspected. To the fullest extent possible, the units will be divvied up methodically: by floor (i.e., first floor one year, second floor the next year, and the third floor the year after) or by verticality (units #_01 through #_20 year one, units #_21 through #_40 year two, and units #_41 through #_60 year three); or even/odd (if on a 2-year cycle or a two-story building with fewer than 60 units). Common areas will be inspected annually—if possible, in conjunction with the annual Fire inspection. Units will not be chosen at random in that could result in uneven inspection scheduling or an appearance of targeting certain units.

(5) A property can move from an annual schedule to a less frequent inspection schedule after an inspection demonstrating no or minimal corrections needed.

2. Inspection Scheduling – Property owners will be asked their preferred dates and times for inspections. The inspector will ask if a single-family/townhome unit is occupied or vacant. Scheduling preference is for tenant turnover period with single-family/townhomes. It is acknowledged that property managers may want an inspection report prior to tenant move-out in order to properly schedule his/her maintenance work during the turnover period. It is the responsibility of the property owner to coordinate scheduling with the tenant.

3. Times of inspections. Inspections will be conducted during normal City Hall business hours and dates. Evening and weekend scheduling will only be made as a last resort, subject to supervisor approval. The Rental Inspector will notify the on-duty Police Department sergeant before going on the inspection of the timeframe and location of the inspection(s) and then check-in via email or phone call once the inspection is completed. No inspections will be conducted on observed holidays.

4. Inspector lunch break – A property manager can request inspections for multiple properties to be conducted back-to-back. The Rental Inspector will be able to suspend the inspections, after finishing a rental dwelling unit, to take a lunch break at a reasonable time.

5. Notice to Property Manager by City. The property manager will be given the opportunity at any time to schedule an inspection. The offer to schedule will first be made during the time of initial application/renewal, but scheduling an inspection at this time is not required. The Inspector will provide an email reminder 30 days prior to when an inspection is needed—within three months of the initial application or on the annual cycle as noted above in Section E. If the property manager does not contact the Inspector with a desired inspection time two weeks before an inspection is due, an inspection will be scheduled and the property manager notified.

6. Notice to Tenants by Property Manager. The property manager is required to provide the tenant with at least 24-hours' notice as required by State Law. It is encouraged that the property manager provides additional notice as a courtesy.

7. Notice to Tenants by City. If the appointment was made at least one week in advance of the inspection and if the unit is occupied, the Inspector will send via US Mail an informational letter to the unit. For inspections scheduled less than one week in advance, every attempt will be made to contact the tenant with the assistance of the property manager. The informational letter will contain:

    i. The date and time of the appointment;

    ii. The checklist of what the inspection will cover;

    iii. A request that animals be caged, removed from the unit, or physically under leash by the pet owner;

    iv. The website address of the Attorney General's Landlords' and Tenants' Rights and Responsibilities publication;

v. A request any rescheduling be made at least one business day prior to the scheduled inspection. If the tenant has given official notice to vacate the unit, the tenant can request the inspection is instead conducted after moveout has occurred;

vi. A notice that the tenant does not need to be present for the inspection to occur, but any unaccompanied minor children cannot be home;

vii. A notice that the tenant is welcome to accompany the Inspector throughout the inspection.

8. Complaint Inspection requested by Tenant. A tenant may request an inspection due to an unresolved maintenance issue or an emergency situation. The Inspector will ask if the tenant has already discussed the issue with the property manager. If the tenant has not first contacted the property manager about the issue, the Inspector will advise the tenant that must be done first and take no further action. If the tenant has contacted the property manager, but is not getting resolve on the issue, the Inspector will contact the property manager in an attempt to discuss the issue over the phone. The Inspector will respond to the tenant and conduct a limited inspection based on the tenant's complaint with or without the property manager present. The complaint-based inspection will not replace the required annual inspection unless the property manager is present and the tenant agrees to it.

9. Complaint Inspection by other party – If a Code Enforcement complaint on a rental property comes from a neighbor, the Rental Inspector and Property Maintenance Specialist shall discuss the property and either will handle the complaint. Factors determining the assigning of responsibility can include results from a previous rental inspection, established relationship with the property manager, or if the complaint is a repeat violation.

10. Referral from Police or Fire Departments. During response to a 9-1-1 call, a responding police officers or firefighters may notice what they feel are questionable property conditions. The Rental Inspector will discuss the concern with the officer or firefighter before contacting the property manager and/or tenant as the situation warrants.

F. Conducting Inspections

1. Property manager present

i. No-Show – if the property manager fails to show to a scheduled appointment, or more than 15 minutes late, the inspection time will be considered one of the inspections included in the license fee.

ii. The property manager must accompany the Inspector throughout the entire unit. If the property manager refuses to accompany the inspector, it shall be considered a no-show. This requirement is so that the property manager can see firsthand any violations discovered in the inspection as well as hold each other accountable for being in someone's home.

2. Access to the rental dwelling unit

i. The Rental Inspector will knock on the door or ring the doorbell and introduce his/herself upon the tenant answering. City-issued identification will be clearly visible and shown.

ii. Refused access by tenant – The Inspector will first ask if the tenant has a better time/date to conduct the inspection within 30 days. If the tenant still refuses to allow access, the Inspector will ask the property manager if the tenant is scheduled to move out within 60 days, then the inspection will occur at turnover. The property manager will attempt to work with the tenant per Minn. Stat. §504B.211, subd. 3(4).

iii. If the tenant is not home or there is no answer, the property manager, not the Rental Inspector, will unlock the door. Upon opening the door, the Inspector will announce loudly "City Inspector, anybody home?"

3. Tenant can accompany – The Rental Inspector will allow the tenant to accompany the inspection and the Inspector can provide educational opportunities as appropriate.

   i. If only a minor is at home – The inspector and property manager will not enter the rental dwelling unit. No inspection will be conducted and the inspection will be rescheduled after the property manager has contacted the adult resident for scheduling confirmation.

4. If the tenant is not home – The inspection will occur with the property manager present.

5. Basis for inspection. – The rental inspection shall be based in the International Property Maintenance Code (IPMC) that was adopted by the City Council in 2021 by Ordinance #21-13 and authorized by Minn. Stat. §504B.211, Subd. 3(4). The City has a checklist (Appendix A) that is provided to the property owner and tenant prior to the inspection. This checklist is available on the City's website. The Rental Inspector will inspect all rooms of a rental dwelling unit.

6. Garages

   i. Single-family/Townhomes – Primary attached or detached garages will be inspected.

   ii. Apartments – Enclosed garages, parking structures, and underground parking will be inspected annually as a part of the common areas.

7. Other Detached Accessory Structures – Interiors shall only be inspected if the structure(s) are intended for use by the tenant. Exteriors shall be inspected regardless of user.

8. Property/Grounds. The inspection shall include a walk around the structure to see exterior yard conditions such as long grass and weeds, dumping, junk vehicles, illegal parking, and the like. Winter conditions can limit or prevent this from occurring, therefore inspection scheduling preference to single-family homes will be during late spring, summer, and early fall. If the inspection is done during winter months, a recent (within 6-months) aerial photo may be used for discussion purposes, but not for enforcement action.

9. Places where an inspection will not occur:

   i. Cupboards/cabinets - An inspector will not open any cupboard or drawer, except electrical panels, cabinets under sinks so that plumbing can be inspected, and cabinets above stoves/microwaves to inspect venting.

ii. Furniture, dressers, chests, nightstands, medicine cabinets, etc.

iii. Under beds or furniture.

iv. Any boxes, totes, cases, suitcases, etc.

v. In closets, the inspector will not move or touch any items to inspect the floors and ceilings for evidence of water leaks, insect infestation, or of use as an illegal bedroom. Well rooms are not considered closets and may be inspected as any other room.

vi. The Rental Inspector will not climb, stand, or sit on any piece of furniture.

10. Photography. Photos may only be taken by the Inspector for items needing correction. The subject of the photo shall be prominent with any additional area as needed to identify location within the rental unit. The photo shall not, to the fullest extent practicable, include any personal belongings, people, or other evidence to the address.

11. Plain Sight Doctrine – Evidence of Crime. An inspector, while in the performance of their official duties, may happen upon evidence of felony or gross misdemeanor level illegal activity in the unit. The inspector will discretely (if the tenant is present) tell the property manager of the situation and they will end the inspection and leave the unit. The inspector will contact the Police Department immediately to discuss the issue and wait outside of the unit for further instructions.

12. Pets. All pets shall be secured by the tenant prior to conducting the inspection. If the property manager is familiar with the pet, the property manager may (with consent of the tenant) secure the pet. Gentle and docile pets may, at the Inspector's discretion, be unsecured during the inspection. Refusal or the inability to secure pets will result in the cancellation of the inspection.

G. Report of Inspection Findings

1. Report to Property Owner. The property manager will receive an inspection result statement via email within two business days of the inspection along with the timeframes and procedures for any required corrections.

2. Report to Tenant. Upon leaving an inspection, the Inspector will leave a card noting that an inspection was conducted; the Inspector's name, phone number, and email address; and indicate if any follow-up corrections and inspections will be required (generally). The tenant may contact the inspector after two business days to obtain a copy of the same inspection result statement that is provided to the property manager.

H. Follow-Up Inspections

1. Types of corrections requiring follow-up inspections

i. Timeframes for follow-up or reinspection

(1) 60 days – most violations

(2) 7 days – smoke/CO detectors, water heater repair

(3) 1 day – no heat, no water or make arrangements for the tenant to stay in a hotel.

2. Corrections requiring building permits/inspections – if a building inspector is required to finalize a permit for a new water heater, plumbing, deck repair, etc., that will constitute the reinspection upon passing the building inspection.

3. Follow-up photos or videos. The Rental Inspector may offer the submission of a photo or video showing the violation being corrected in lieu of an inspection at the discretion of the Inspector based on the needed correction. Should the photo not provide adequate information showing the violation corrected, the Rental Inspector may schedule a follow-up inspection.

4. Follow-up documentation. The Rental Inspector my accept a receipt or report of a plumber, pest control, exterminator, arborist, or the like stating the work that was conducted and the address for corrections where building permits are not required in lieu of a follow-up inspection.

5. Reinspection Fees – the first inspection and the first re-inspection (follow-up) are included in the rental license fee. Additional re-inspections are subject to the fee set forth in the annual fee schedule.

6. Violation fines – failure to correct any issue within four re-inspections or 90 days shall be subject to administrative fines or citations per the procedures set forth in Chapter 2.

I. License Suspension and Revocation – per City Code Chapter 26.

City of RAMSEY
7550 Sunwood Drive NW • Ramsey, MN 55303
City Hall 763-427-1410 • Fax 763-427-5543
www.cityoframsey.com

Rental License Pre-Inspection Checklist

The following list includes common code deficiencies cited during property maintenance inspections. This list is for example purposes only. It is not intended nor shall it be considered a complete set of requirements. This checklist is a helpful tool for you to prepare ahead of inspection.

INTERIOR EVALUATION

Walls and Ceilings
- ☐ In good repair
- ☐ Free from holes
- ☐ Free from water damage

Floors
- ☐ In good repair
- ☐ No holes
- ☐ No trip hazards (i.e. torn carpet)
- ☐ Structurally sound

Sleeping Rooms
- ☐ Proper egress or door open to the outside required
- ☐ Floor space shall be no less than 70 square feet with a seven-foot (7') minimum width
- ☐ Proper light and ventilation
- ☐ Operable smoke detectors (10 years old or less)

Hallway/Landing
- ☐ Clear pathway
- ☐ Handrails/guardrails securely attached
- ☐ Continuous guardrails required on open sides of landings/stairways 30" or more above grade
- ☐ Grippable handrails
- ☐ Floor covering should be intact and secured to floor
- ☐ Locate a smoke detector within close proximity to sleeping rooms
- ☐ All smoke detectors shall be installed per the manufacturer's installation instructions and its listing. Hard-wired smoke detectors shall be wired to a proper unswitched circuit. Must be 10 years old or less.
- ☐ Carbon monoxide detector required outside of bedrooms within ten-foot (10') of doors

Doors
- ☐ Secure
- ☐ Fits frame
- ☐ Weather-tight and rodent-proof
- ☐ Proper hardware

Windows
- ☐ No broken/cracked glass
- ☐ Can be easily opened
- ☐ Capable of being held in position by window hardware
- ☐ Windows that open, must have screens in good repair
- ☐ Weather-tight
- ☐ Window frame must be free of cracked, chipped, peeling, chalking, or flaking paint and caulk and biological growth

Fire Protection
- ☐ Storage of paint, paper, boxes, rags or other combustible/flammable material not allowed within 10-feet (10') of gas fire appliances (furnaces, water heaters, etc.)
- ☐ Path of egress shall not be blocked by debris, storage, trash, snow, ice or other obstruction
- ☐ All stairways require continuous, grippable handrails
- ☐ Buildings with three (3) or more units require fire extinguishers
- ☐ All smoke detectors shall be installed to requirements with working batteries and functional connections (must be 10 years old or less).
- ☐ Locate at least one smoke detector on each level, not including crawl spaces and uninhabitable attics.

INTERIOR EVALUATION

Occupancy

- ☐ Occupied sleeping rooms must have proper egress window or door opening to the outdoors.
- ☐ Cellars/crawlspaces shall not be used as habitable space.
- ☐ Basements must meet all permit construction requirements for light, ventilation, egress, etc. prior to being used as habitable space.
- ☐ Adequate hot and cold running water must be provided to all sinks and tubs.
- ☐ All household drains must connect to a sanitary sewer.
- ☐ Waste lines must be properly installed, “S” traps not allowed, and no flexible style waste lines.
- ☐ Hand-held showers must have backflow prevention or shorten the line to one and one half inches (1.5") above the spill line.
- ☐ No leaking faucets or pipes.
- ☐ Unused gas lines must be capped.
- ☐ All pipes must be free from defects and obstruction and properly secure and supported.

Kitchen

- ☐ Hot (110 degrees) and cold running water
- ☐ Kitchen sink must be properly connected to sanitary sewer
- ☐ Kitchen must NOT be used for sleeping purposes
- ☐ No dripping faucets
- ☐ Drains must function properly, free of obstructions
- ☐ Cabinets must be in good repair
- ☐ Supplied or provided appliances must be in good working condition
- ☐ Gas appliances must be connected properly with approved fittings/connectors

INTERIOR EVALUATION

Bathroom

- ☐ A tub or shower properly installed, maintained and in good repair with caulking intact
- ☐ A washbasin properly installed, maintained and in good repair with caulking intact.
- ☐ Properly installed toilet with all components intact and properly secured, maintained and functioning, sealed at base
- ☐ Faucets must have a minimum one-inch (1") gap above the spill line
- ☐ Bathroom cabinets must be in good repair
- ☐ No leaking faucets
- ☐ Water-impervious flooring
- ☐ Either an openable window or mechanical venting is required
- ☐ Hot and cold running water required to each fixture

ELECTRICAL, MECHANICAL & PLUMBING

Electrical

- ☐ Adequate service and outlets
- ☐ Properly installed service panel
- ☐ Fixtures must be intact and properly functioning.
- ☐ Extension cords cannot be used in lieu of permanent wiring.
- ☐ Cover plates are required on all outlets, switches, and junction boxes.
- ☐ All wiring must be intact and properly maintained.

Mechanical

- ☐ Heating appliance must be properly installed and maintained.
- ☐ Temporary heating devices shall not be used as the primary source of heat.
- ☐ Fuel-burning appliances must be connected to an approved chimney, flue, or vent.
- ☐ You may be required to provide service records of any heating system.

ELECTRICAL, MECHANICAL & PLUMBING

Plumbing

☐ Faucets must be a minimum 1 inch (1") above spill lines on all fixtures.
☐ All plumbing must be installed and maintained to code.
☐ Gas flex connectors must be Underwriters Laboratory (UL) listed and approved.

EXTERIOR EVALUATION

Windows and Doors

☐ Bug and rodent proof
☐ Weather-tight
☐ Working hardware
☐ Free of defects – no torn/ripped screens

Paint

☐ Wood surface weather protected
☐ NO peeling, chipping, caulking, flaking or other deteriorated paint

Walls – Exterior

☐ Soffit and fascia in good repair
☐ House numbers in front (visible from public way)
☐ Siding is weather tight and intact

Foundation

☐ Structurally sound
☐ Free of holes or gaps
☐ Proper grading

Roof

☐ Free of leaks
☐ Structurally sound
☐ No loose or missing shingles

Gutters and Downspouts *(pertains to existing)*

☐ Good condition
☐ Properly attached and drain water away from structure

EXTERIOR EVALUATION

Chimney

☐ Tuckpointing/mortar in good repair
☐ Flue liner in good repair

Porch/Decks

☐ Good repair
☐ Guard railings required if over 30-inches (30") above grade

Yard

☐ No junk and debris in the yard
☐ Grass kept to standard length
☐ Free from pet waste

Driveway

☐ Vehicles properly licensed and operable
☐ Vehicles parked on improved surfaces
☐ Driveway free from debris and maintained

504B.211 RESIDENTIAL TENANT'S RIGHT TO PRIVACY.

Subdivision 1. **Definitions.** For purposes of this section, "landlord" has the meaning defined in section 504B.001, subdivision 7, and also includes the landlord's agent or other person acting under the landlord's direction and control.

Subd. 2. **Entry by landlord.** Except as provided in subdivision 4, a landlord may enter the premises rented by a residential tenant only for a reasonable business purpose and after making a good faith effort to give the residential tenant reasonable notice under the circumstances of not less than 24 hours in advance of the intent to enter. A residential tenant may permit a landlord to enter the rented premises with less than 24 hours notice if desired. The notice must specify a time or anticipated window of time of entry and the landlord may only enter between the hours of 8:00 a.m. and 8:00 p.m. unless the landlord and tenant agree to an earlier or later time. A residential tenant may not waive and the landlord may not require the residential tenant to waive the residential tenant's right to prior notice of entry under this section as a condition of entering into or maintaining the lease.

Subd. 3. **Reasonable purpose.** For purposes of subdivision 2, a reasonable business purpose includes, but is not limited to:

(1) showing the unit to prospective residential tenants during the notice period before the lease terminates or after the current residential tenant has given notice to move to the landlord or the landlord's agent;

(2) showing the unit to a prospective buyer or to an insurance representative;

(3) performing maintenance work;

(4) allowing inspections by state, county, or city officials charged in the enforcement of health, housing, building, fire prevention, or housing maintenance codes;

(5) the residential tenant is causing a disturbance within the unit;

(6) the landlord has a reasonable belief that the residential tenant is violating the lease within the residential tenant's unit;

(7) prearranged housekeeping work in senior housing where 80 percent or more of the residential tenants are age 55 or older;

(8) the landlord has a reasonable belief that the unit is being occupied by an individual without a legal right to occupy it; or

(9) the residential tenant has vacated the unit.

Subd. 4. **Exception to notice requirement.** Notwithstanding subdivision 2, a landlord may enter the premises rented by a residential tenant to inspect or take appropriate action without prior notice to the residential tenant if the landlord reasonably suspects that:

(1) immediate entry is necessary to prevent injury to persons or property because of conditions relating to maintenance, building security, or law enforcement;

(2) immediate entry is necessary to determine a residential tenant's safety; or

(3) immediate entry is necessary in order to comply with local ordinances regarding unlawful activity occurring within the residential tenant's premises.

Subd. 5. **Entry without residential tenant's presence.** If the landlord enters when the residential tenant is not present and prior notice has not been given, the landlord shall disclose the entry by placing a written disclosure of the entry in a conspicuous place in the premises.

Subd. 6. **Penalty.** If a landlord violates this section, the residential tenant is entitled to a penalty which may include a rent reduction up to full rescission of the lease, recovery of any damage deposit less any amount retained under section 504B.178, and up to a $500 civil penalty for each violation and reasonable attorney fees. A residential tenant may follow the procedures in sections 504B.381, 504B.385, and 504B.395 to 504B.471 to enforce the provisions of this section. A violation of this section by the landlord is a violation of section 504B.161.

Subd. 7. **Exemption.** This section does not apply to residential tenants and landlords of manufactured home parks as defined in section 327C.015.

History: *1999 c 199 art 1 s 23; 2020 c 83 art 1 s 84; 2022 c 55 art 2 s 3; 2023 c 52 art 19 s 87,88*

CC Work Session

Meeting Date: 11/26/2024

Primary Strategic Plan Initiative: Enhance City’s communication through transparency and accountability.

Information

Title:

Review Future Topics/Calendar

Purpose/Background:

Attached is the current list of future topics for work session discussions. Items are drawn from Council requests at meetings, or are related to topics that have been identified in the City's strategic plan. Tentative dates have been assigned.

Recommendation:

For Council review - no formal action necessary.

Outcome/Action:

For Council review.

Attachments

Future Topics List

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	11/20/2024 11:20 AM
Form Started By: Katie Schmidt		Started On: 11/18/2024 02:08 PM
Final Approval Date: 11/20/2024		

Row #		***Tentative City Council Future Work Session Topics***	
	Proposed Date	Topic	Minutes (Estimate)
	2024		
	TBD	Subdivision Code	
	TBD	Hwy 10 Pedestrian Overpass	
	TBD	City Facility Safety Improvements	
	TBD	Review procedure/policy/best practice for introduction of resolutions/proclamations – Staff	20
	TBD	Discuss Council and B/C Remote Meetings Policy - Staff	15